

AMENDED AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, August 9, 2021

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

- A. Development Services (pg 7)
- B. Monthly Court Report (pg 13)
- C. Police/Emergency Management

- 7. Committee Reports.**
- 8. Consent Agenda.**

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

- A. City Council Minutes, July 26, 2021 (pg 17)

- 7. Unfinished Business. Second Reading.**

- A. Financial Disclosure Ordinance

- Reference: - Agenda Item Information Sheet (pg 29)
- Bill 3641 (pg 31)

Missouri law requires political subdivisions with operating budgets more than \$1 million to adopt an Ordinance at an open meeting making public its method of disclosing potential conflicts of interest. The only officials required to file a financial disclosure statement the following year are the chief

purchasing officer, the chief administrative officer, and those employees and elected officials who have had a transaction of more than \$500 with the political subdivision.

- City Council, 7/26/2021: Approved 8-0

B. Award of Contract - 2021 Fire Hydrant Replacement Project

Reference: - Agenda Item Information Sheet (pg 35)
- Bill 3642 (pg 39)
- Contract (pg 41)

This project will replace 12 hydrants and along with eight valves that were found to be in an inoperable condition during the Operations and Maintenance annual hydrant testing and valve operation program. Two new in-line valves will also be installed. The location of the work is shown on the attached map.

Staff recommends approval of Bill 3642 awarding contract to TC Fuller Construction LLC for the 2021 Fire Hydrant Replacement Project.

- City Council, 7/26/2021: Approved 8-0

8. New Business. First Reading.

A. Rezoning - Watermark (public hearing)

Reference: - Agenda Item Information Sheet (pg 75)
- Bill 3643 (pg 77)
- Staff Report (pg 79)
- Planning and Zoning Commission minutes excerpt (pg 98)
- Conceptual Plan (pg 104)

Garrett Linville, representing Thompson Thrift Developers, for property owner Raymore Galleria Rear Ground LLC, filed a request to reclassify the zoning of 21 acres located on the east side of Dean Avenue, south of Sam's Club, from "C-3" Regional Commercial District to "R-3B" Apartment Community District to allow for the development of an apartment community.

- Planning and Zoning Commission, 07/06/2021: Approved 8-0

B. Rezoning - Sendera (public hearing)

Reference: - Agenda Item Information Sheet (pg 107)
- Bill 3644 (pg 109)
- Staff Report (pg 111)
- Memorandum of Understanding (pg 130)

- Planning and Zoning Commission minutes excerpt (pg 144)
- Preliminary Plan (pg 150)

Brad Kempf, representing Clayton Properties Group, Inc., for property owner Great Plains Real Estate Development LLC, filed a request to reclassify the zoning of 135 acres located on the south side of Hubach Hill Road, east of Brook Parkway, from "R-1P" Single-Family Residential Planned District to "PUD" Planned Unit Development District to allow for the development of Sendera Subdivision.

- | |
|--|
| <ul style="list-style-type: none">• Planning and Zoning Commission, 07/20/2021: Approved 5-4 |
|--|

C. Setting the 2021 Tax Levy (public hearing)

- Reference:
- Agenda Item Information Sheet (pg 161)
 - Bill 3645 (pg 163)
 - 2021 State Auditor Calculation (pg 165)
 - 2021 Notice of Aggregate Assessed Valuation (pg 168)

State law requires each political subdivision in the state, except counties, to fix their ad valorem property tax rates not later than Sept. 1 for entry in the tax books. Should any political subdivision whose taxes are collected by the county collector of revenue fail to fix its ad valorem property tax rate by Sept. 1, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year.

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 08/02/2021 (pg 171)
 - Planning and Zoning Commission minutes, 07/20/2021 (pg 173)
-

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council may enter an executive session before or during this meeting, if such action is approved by a majority of Council present, with a quorum, to discuss:

- Litigation matters as authorized by § 610.021 (1),

- Real Estate acquisition matters as authorized by § 610.021 (2),
- Personnel matters as authorized by § 610.021 (3),
- Other matters as authorized by § 610.021 (4-21) as may be applicable.

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.

Staff Reports



MONTHLY REPORT July 2021

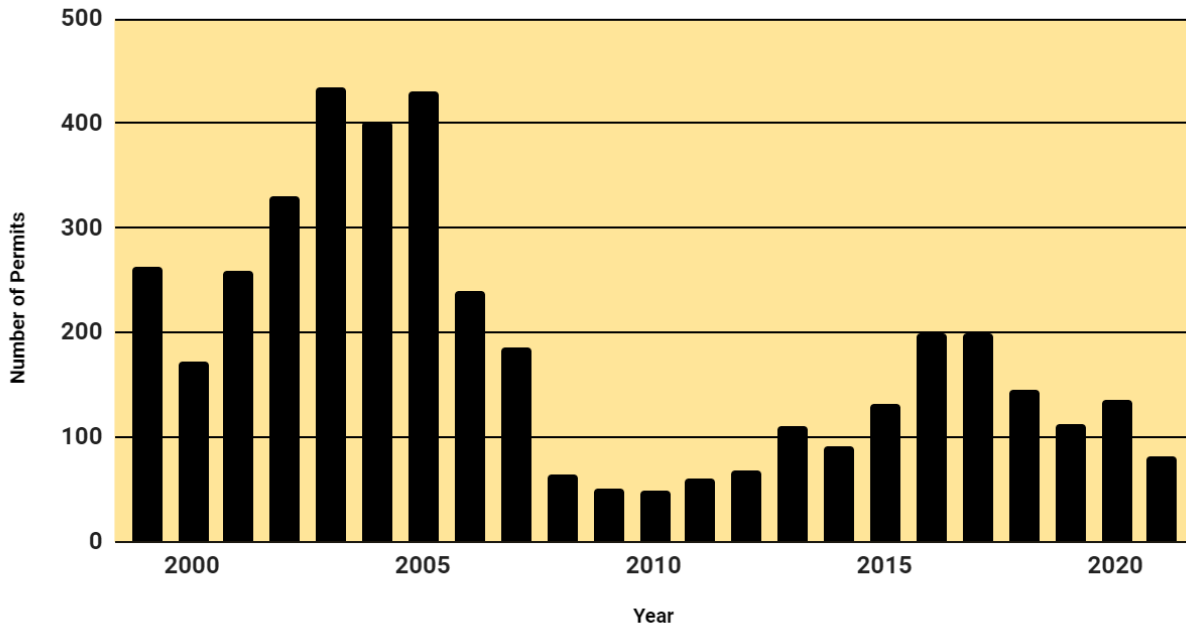
Building Permit Activity

Type of Permit	July 2021	2021 YTD	2020 YTD	2020 Total
Detached Single-Family Residential	5	81	57	136
Attached Single-Family Residential	0	0	14	22
Multi-Family Residential	0	0	396	396
Miscellaneous Residential (deck; roof)	43	399	757	1,240
Commercial - New, Additions, Alterations	6	20	10	13
Sign Permits	12	19	20	37
Inspections	July 2021	2021 YTD	2020 YTD	2020 Total
Total # of Inspections	299	2,305	2,701	4,447
Valuation	July 2021	2021 YTD	2020 YTD	2020 Total
Total Residential Permit Valuation	\$1,654,500	\$21,565,300	\$16,781,400	\$40,314,600
Total Commercial Permit Valuation	\$217,500	\$2,956,400	\$39,045,300	\$46,094,200

Additional Building Activity:

- A Certificate of Occupancy was issued for the first units at The Lofts at Fox Ridge apartment complex. Construction continues on all remaining units.
- Construction continues for Community America Credit Union to locate a branch at 1400 W. Foxwood Drive in the Willowind Shopping Center
- Site work continues for The Venue of The Good Ranch townhome development.
- Tenant finish work continues for the Heartland Dental Office building in the Raymore Marketplace.
- Renovations continue for the re-use of the former Steak 'n Shake as a medical marijuana dispensary facility.
- Building construction continues on the South Town Storage facility, a covered parking area for RV's and similar vehicles
- Site work has commenced for Phase 4 of the Alexander Creek subdivision.
- Site work has commenced for Eaastbrook at Creekmoor 2nd Plat
- Site work continues on Oak Ridge Farms

Single Family Building Permits



Code Enforcement Activity

Code Activity	July 2021	2021 YTD	2020 YTD	2020 Total
Code Enforcement Cases Opened	50	280	331	565
<i>Notices Mailed</i>				
- Tall Grass/Weeds	13	64	79	96
- Inoperable Vehicles	11	124	42	185
- Junk/Trash/Debris in Yard	7	58	75	92
- Object placed in right-of-way	0	2	8	6
- Parking of vehicles in front yard	2	22	7	20
- Exterior home maintenance	8	31	16	43
- Other (trash at curb early; signs; etc)	0	4	2	6
Properties mowed by City Contractor	5	35	30	73
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	1	8	3
Signs in right-of-way removed	41	298	153	460
Violations abated by Code Officer	9	48	60	133

Development Activity

Current Projects

- Watermark Rezoning (Raymore Galleria)
- Sendera Rezoning and Preliminary Plat
- Hatcher variance application
- Madison Valley Phase 2 Rezoning, R-1 to R-1.5
- Madison Valley Phase 2 Preliminary Plat
- Whataburger Site Plan
- Ridgeview Estates Rezoning, C-2 to PUD

	As of July 31, 2021	As of July 31, 2020	As of July 31, 2019
Homes currently under construction	547 (396 units at Lofts of Foxridge)	536 (396 units at Lofts of Foxridge)	133
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	191	273	357
Total number of dwelling units in City	8,899	8,750	8,610

Actions of Boards, Commission, and City Council

City Council

July 12, 2021

- Approved on 1st reading the rezoning for Saddlebrook subdivision
- Held a public hearing but deferred action on the Preliminary Plat for Saddlebrook subdivision
- Approved on 1st reading the Replat of Brookside Tract V and Tract W

July 26, 2021

- Approved on 2nd reading the rezoning for Saddlebrook subdivision
- Approved the Preliminary Plat for Saddlebrook subdivision
- Approved on 2nd reading the Replat of Brookside Tract V and Tract W

Planning and Zoning Commission

July 6, 2021

- Approved the Culver's site plan amendment to add a 2nd drive-thru order lane
- Approved the site plan for South Metropolitan Fire Protection District administration building
- Recommended approval of the rezoning for the Watermark apartment community

July 20, 2021

- Recommended approval of the rezoning and preliminary plat for Sendera subdivision

Board of Adjustment

July 20, 2021

- Approved a variance to allow an on-site sewage disposal system at 1011 Char-Don Avenue

Upcoming Meetings – August & September

August 3, 2021 Planning and Zoning Commission

- Cancelled

August 9, 2021 City Council

- 1st reading - Sendera Rezoning (public hearing)
- 1st reading - Watermark Rezoning (public hearing)

August 17, 2021 Planning and Zoning Commission

- Rezoning 8 acres from C-2 to PUD for Ridgeview Estates age-restricted garden apartment community at southwest corner of Lucy Webb Road and Dean Avenue (public hearing)
- Whataburger Site Plan, 1921 W. Foxwood Drive

August 17, 2021 Board of Adjustment

- Variance application for Pam Hatcher to allow the creation of 2 lots at 1403 N. Madison Street with no street frontage

August 23, 2021 City Council

- 2nd reading - Sendera Rezoning
- 2nd reading - Watermark Rezoning

September 7, 2021 Planning and Zoning Commission

- Rezoning 46 acres from R-1 to R-1.5 for the proposed 2nd phase of Madison Valley (public hearing)
- Preliminary Plat for 2nd phase of Madison Valley (public hearing)
- 2022-2026 Capital Improvement Plan (public hearing)

September 13, 2021 City Council

- 1st reading - Ridgeview Estates Rezoning (public hearing)
- 1st reading - Good Ranch MOU Amendment (for Ridgeview Estates)

September 21, 2021 Planning and Zoning Commission

- Annual review of the Unified Development Code

September 27, 2021 City Council

- 2nd reading - Ridgeview Estates Rezoning
- 2nd reading - Good Ranch MOU amendment
- 1st reading - Madison Valley Rezoning (public hearing)
- Madison Valley Preliminary Plat (public hearing)
- Sidewalk on Undeveloped Lots (public hearings)

Department Activities

- A Certificate of Occupancy (for the building shell) was issued for [Heartland Dental](#) in the Raymore Market Center. A tenant finish permit has been issued for work to commence on the interior of the building.
- Economic Development Director David Gress toured the City with representatives from the Raymore-Peculiar School District to provide updates on ongoing development projects.
- Economic Development Director David Gress attended the Monthly Morning Coffee hosted by the Raymore Chamber of Commerce and [About-You-Nutrition](#)
- Economic Development Director David Gress participated in a local government and community development career expo hosted by Mid America Regional Council. The program is intended to engage and educate high-school students about different career paths within local government.
- Economic Development Director David Gress participated in the monthly Board meeting of the MARC Solid Waste Management District.
- Economic Development Director David Gress and Mayor Turnbow participated in the monthly Board meeting for the Raymore Chamber of Commerce.
- Code Enforcement Officer Drayton Vogel participated in a webinar hosted by the Mid America Regional Planning Council on how communities can combat illegal dumping activities.
- Building Official Jon Woerner commenced review on building construction plans for a proposed 1.024 million square foot industrial building located on Lot 3 in the Raymore Commerce Center on Dean Avenue, south of North Cass Parkway. Site grading work has already begun. VanTrust is constructing the speculative building. This will be the 2nd building in the Raymore Commerce Center.
- Director Jim Cadoret, Assistant City Manager Mike Ekey and Public Works Director Mike Krass participated in a webinar sponsored by the US Green Building Council to learn more about the LEED green building program.

GIS Activities

- Responded to requests for data, application development & detailed maps
- IIS web server development/servlet config - lost response headers & handler mappings
- SQL Server Database Engine & Database administration
- System architecture change(s)
- Updates as required
- Data delivery & customer service
- Coordination for design development, utilities & emergency response
- ESRI (Virtual) User Conference
- Pubworks client support planning
- Scripting of workflow modeling

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
July	2021	Court activity occurred in reporting period: Yes
Clerk's Physical Address:		Mailing Address:
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083
Telephone Number:		Vendor
(816) 331-1712		Incode (Tyler Technologies)
Fax Number:		
(816) 331-0634		
Prepared by:		Prepared by E-mail Address:
Donna Furr		donna.r.furr@courts.mo.gov
		Municipal Judge(s) Active During Reporting Period:
		Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	61	1,213	730
B. Cases (citations / informations) filed	7	143	59
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	1	87	30
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	16	0
6. dismissed by court	0	2	0
7. nolle prosequi	6	94	109
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	7	199	139
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	61	1,157	650
E. Trial de Novo and / or appeal applications filed	0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 17th Judicial Circuit - Cass County - Raymore Municipal Division	Reporting Period: July - 2021
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	121	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	314	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,591		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$11,057.10
Clerk Fee – Excess Revenue	\$1,109.63
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$34.41
Bond forfeitures (paid to city) – Excess Revenue	\$316.00
Total Excess Revenue	\$12,517.14
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$5,651.20
Clerk Fee – Other	\$525.24
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$136.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$969.68
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$15.91
Law Enforcement Training (LET) Fund surcharge	\$272.47
Domestic Violence Shelter surcharge	\$546.50
Inmate Prisoner Detainee Security Fund surcharge	\$272.46
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,164.00
Total Other Revenue	\$9,553.46
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
DUI	\$100.00
Total Other Disbursements	\$100.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$22,170.60
Bond Refunds	\$300.00
Total Disbursements	\$22,470.60

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, JULY 26, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, CIRCO, HOLMAN, AND TOWNSEND. MEMBER PRESENT VIA ZOOM: COUNCILMEMBER BURKE AND WILLS-SCHERZER. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

- 1. Call to Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Erica Hill called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**

Raymore Arts Commission Chair Loren Jones presented an update on the Arts Commission. He noted the success of Summer Scene and provided information on the Hawk Ridge Park fundraiser concert on July 31. Councilmembers praised the work of the Commission and expressed their enjoyment of watching it develop since its formation.

- 5. Personal Appearances.**
- 6. Staff Reports.**

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

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. He answered questions from Council.

Communications Manager Melissa Harmer thanked the Police, Parks and Recreation, and Public Works departments for their help with preparations for Summer Scene. She provided an update on the fundraiser concert to be held at Hawk Ridge Park on July 31. She announced there will be evening concerts every Thursday through August 26, except August 12, at Hawk Ridge Park.

City Manager Jim Feuerborn reviewed items for the August 2 Council work session.

- 7. Committee Reports.**
- 8. Consent Agenda.**
 - A. City Council meeting minutes, July 12, 2021**
 - B. Resolution 21-27: Arts Commission Re-appointment of Loren Jones II**
 - C. Resolution 21-28: Tree Board Re-appointment of William Rust**
 - D. Resolution 21-29: Park Board Re-appointment of Joshua Collier**
 - E. Resolution 21-30: Park Board Re-appointment of Simon Casas**

- F. Resolution 21-31: Park Board Appointment of Christopher Scott**
- G. Resolution 21-32: Park Board Appointment of Kenneth Cooper**
- H. Resolution 21-33: Park Board Appointment of Patrick Clark**

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

DISCUSSION: None

ROLL CALL VOTE:

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

9. Unfinished Business. Second Readings.

A. Saddlebrook Rezoning

BILL 3635: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE DEVELOPMENT STANDARDS APPLICABLE TO THE R-1P ZONING DESIGNATION OF 65 ACRES LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 46N, RANGE 32W IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3635 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3635 by title only.

DISCUSSION: none

ROLL CALL VOTE:

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

Mayor Turnbow announced the motion carried and declared Bill 3635 as **Raymore City Ordinance 2021-038.**

B. Saddlebrook Preliminary Plat

RESOLUTION 21-23: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE SADDLEBROOK PRELIMINARY PLAT."

City Clerk Erica Hill conducted the reading of Resolution 21-23 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve Resolution 21-23 by title only.

DISCUSSION: None

ROLL CALL VOTE:

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

C. Replat of Brookside 10th Tract V and Tract W

BILL 3636: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT V AND TRACT W."

City Clerk Erica Hill conducted the second reading of Bill 3636 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3636 by title only.

DISCUSSION: None

ROLL CALL VOTE:

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

Mayor Turnbow announced the motion carried and declared Bill 3636 as **Raymore City Ordinance 2021-039**.

D. Award of Contract - Emergency Repair Kurzweil Road

BILL 3639: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SUPERIOR BOWEN ASPHALT CO LLC FOR THE EMERGENCY REPAIR KURZWEIL ROAD PROJECT, CITY PROJECT NUMBER 21-379-201, IN THE AMOUNT OF \$104,887.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3639 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3639 by title only.

DISCUSSION: none

ROLL CALL VOTE:

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

Mayor Turnbow announced the motion carried and declared Bill 3639 as **Raymore City Ordinance 2021-040.**

E. Budget Amendment - Emergency Repair Kurzweil and Ward Road

BILL 3640: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET TO PROVIDE FUNDING FOR THE EMERGENCY REPAIR KURZWEIL ROAD AND WARD ROAD."

City Clerk Erica Hill conducted the second reading of Bill 3640 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3640 by title only.

DISCUSSION: None

ROLL CALL VOTE:

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

Mayor Turnbow announced the motion carried and declared Bill 3640 as **Raymore City Ordinance 2021-041.**

F. Award of Contract - City Hall Concrete Project

BILL 3631: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCONNELL & ASSOCIATES FOR THE CITY HALL CONCRETE REPLACEMENT PROJECT, CITY PROJECT NUMBER 21-355-201, IN THE AMOUNT OF \$157,603 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3631 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3631 by title only.

DISCUSSION: none

ROLL CALL VOTE:

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

Mayor Turnbow announced the motion carried and declared Bill 3631 as **Raymore City Ordinance 2021-042.**

G. Award of Contract - Creekmoor Groundwater Investigation Project

BILL 3637: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GEOTECHNOLOGY INC. FOR THE CREEKMOOR GROUNDWATER INVESTIGATION PROJECT, IN THE AMOUNT OF \$26,475.75 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3637 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3637 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3637 as **Raymore City Ordinance 2021-043.**

H. Budget Amendment - Creekmoor Groundwater Investigation Project

BILL 3634: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET TO PROVIDE FUNDING FOR THE CREEKMOOR GROUNDWATER INVESTIGATION PROJECT."

City Clerk Erica Hill conducted the second reading of Bill 3634 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3634 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3634 as **Raymore City Ordinance 2021-044.**

I. Award of Contract - Force Main Condition Investigation Project

BILL 3638: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PURE TECHNOLOGIES FOR THE OWEN GOOD FORCE MAIN CONDITION INVESTIGATION PROJECT, CITY PROJECT NUMBER 21-380-301, IN THE AMOUNT OF \$90,800 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3638 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3638 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3638 as **Raymore City Ordinance 2021-045.**

10. New Business. First readings.

A. Financial Disclosure Ordinance

BILL 3641: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS AND CANDIDATES FOR ELECTIVE OFFICES."

City Clerk Erica Hill conducted the first reading of Bill 3641 by title only.

City Clerk Erica Hill provided a review of the staff report included in the Council packet. Missouri statutes require political subdivisions with operating budgets more than \$1 million to adopt an Ordinance at an open meeting making public its method of disclosing potential conflicts of interest. The only officials required to file a financial disclosure statement the following year are the chief purchasing officer, the chief administrative officer, and those employees and elected officials who have had a transaction of more than \$500 with the political subdivision.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3641 by title only.

DISCUSSION: none

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

B. Award of Contract - 2021 Fire Hydrant Replacement Project

BILL 3642: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TC FULLER CONSTRUCTION LLC FOR THE 2021 FIRE HYDRANT REPLACEMENT PROJECT, CITY PROJECT NUMBER 21-382-201, FOR THE NEGOTIATED AMOUNT OF \$131,503 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3642 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project will replace 12 hydrants and eight valves that were found to be in an inoperable condition during the Operations and Maintenance annual hydrant testing and valve operation program. Two new in-line valves also will be installed. TC Fuller Construction was determined to be the lowest and best bidder. Staff recommends the contract for the 2021 Fire Hydrant Replacement Project to be awarded to TC Fuller Construction LLC for a negotiated amount of \$131,503. He answered questions from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3642 by title only.

DISCUSSION: None

ROLL CALL VOTE:

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

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

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers thanked the Arts Commission for the success of Summer Scene, the Parks and Recreation department for their upcoming events, and the volunteers that were appointed and re-appointed.

Councilmember Wills-Scherzer thanked staff for the reports provided with each item.

Councilmember Burke thanked the IT staff for setting up the virtual option for meetings.

Councilmember Circo thanked Ms. Harmer for her work on the events of the Arts Commission.

Councilmember Townsend noted the MO VIP campaign launched by the State of Missouri to encourage vaccination.

13. Adjournment.

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

DISCUSSION: None

ROLL CALL VOTE:

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

The regular meeting of the Raymore Council adjourned at 7:53 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July, 26, 2021

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

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

TITLE / ISSUE / REQUEST

Annual personal financial disclosure for the Missouri Ethic Commission

STRATEGIC PLAN GOAL/STRATEGY

4.3.3 Demonstrate dedication to ethical behavior and transparency to public trust

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Mike Ekey

BACKGROUND / JUSTIFICATION

Bill 3641 establishes the City of Raymore's public procedures for disclosing potential conflicts of interest and personal financial disclosure as provided for in RSMo. Sections 105.483 and 105.485 (4).

BILL 3641

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS AND CANDIDATES FOR ELECTIVE OFFICES."

WHEREAS, as outlined in RSMo. Sections 105.483 and 105.485(4), a political subdivision with an annual budget in excess of one million dollars must adopt an Ordinance at an open meeting to submit to the Missouri Ethics Commission no later than September 15, 2021, establishing and making public our method of disclosing potential conflicts of interest.

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

Section 1. Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office shall not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interest

- a. All elected and appointed officials, as well as employees of a political subdivision, must comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order, or Ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly, or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual partnership, organization, or association within any calendar year.

Section 3. Disclosure Reports. Each elected official, candidate for elective office, the Chief Administrative Officer, the Chief Purchasing Officer, and the full-time general

counsel shall disclose the following information by May 1, if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, in any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee, or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee, or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The Chief Administrative Officer and the Chief Purchasing Officer also shall disclose by May 1 for the previous calendar year the following information:
 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co- participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 4. Filing of Reports. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

- a. Every person required to file a financial interest statement shall file the statement annually no later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interest acquired after December 31 of the covered year until the date of filing of the financial interest statement.
- b. Each person appointed to office shall file the statement within thirty days of such appointment or employment;
- c. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. Filing of Ordinance. A certified copy of this Ordinance, adopted prior to Sept. 15, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section 6. 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 7. 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 26TH DAY OF JULY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF AUGUST, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 26, 2021

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 3642 - Fire Hydrant Replacement

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:	TC Fuller Construction LLC
Amount of Request/Contract:	\$131,503
Amount Budgeted:	\$146,880
Funding Source/Account#:	Fund 54 - Enterprise Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 2021	November 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Mike Ekey

BACKGROUND / JUSTIFICATION

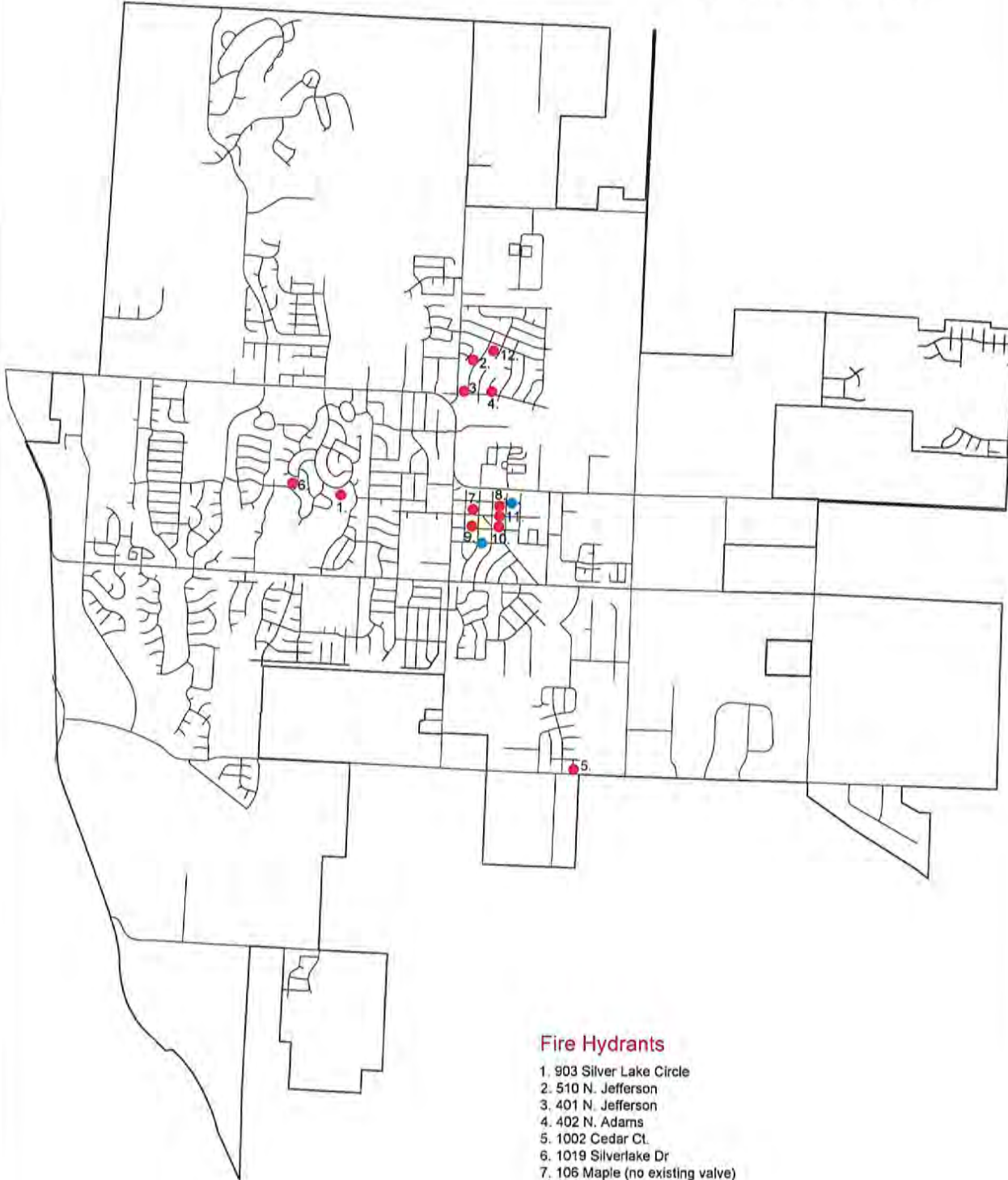
This project will replace 12 hydrants and along with eight valves that were found to be in an inoperable condition during the Operations and Maintenance annual hydrant testing and valve operation program. Two new in-line valves also will be installed. The location of the work is shown on the attached map.

Bids for the Fire Hydrant Replacement Project was received on July 15, 2021 as follows:

TC Fuller Construction LLC	\$131,503
Breit Construction	\$163,489
Pyramid Excavation	\$168,240
Redford Construction Co.	\$199,250

TC Fuller Construction was determined to be the lowest and best bidder. Staff recommends the contract for the 2021 Fire Hydrant Replacement Project to be awarded to TC Fuller Construction LLC for a negotiated amount of \$131,503.

2021 Fire Hydrant Replacement Map



Fire Hydrants

1. 903 Silver Lake Circle
2. 510 N. Jefferson
3. 401 N. Jefferson
4. 402 N. Adams
5. 1002 Cedar Ct.
6. 1019 Silverlake Dr
7. 106 Maple (no existing valve)
8. 208 West Olive
9. 205 Plum (no existing valve)
10. 102 Plum (no existing valve)
11. 105 E. Olive (no existing valve)
12. 508 N. Jackson

● Indicates in-line valves. Location to be determined during construction.

BILL 3642

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TC FULLER CONSTRUCTION LLC FOR THE 2021 FIRE HYDRANT REPLACEMENT PROJECT, CITY PROJECT NUMBER 21-382-201, FOR THE NEGOTIATED AMOUNT OF \$131,503 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the 2021 Fire Hydrant Replacement Program was included in the FY 2021 budget; and

WHEREAS, bids for this project were received on July 15, 2021; and

WHEREAS, TC Fuller Construction LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract for the negotiated amount of \$131,503 with TC Fuller Construction LLC for the 2021 Fire Hydrant Replacement project, attached as Exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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 26TH DAY OF JULY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF AUGUST, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

2021 Fire Hydrant Replacement

This Contract for the 2021 Fire Hydrant Replacement Project, hereafter referred to as the **Contract** is made this 9th day of August, 2021, between TC Fuller Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 35705 E State Route B, Garden City, Missouri 64747, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of August 9, 2021 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 21-382-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **90** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$131,503.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

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

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

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

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this

contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

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

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

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 28) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails

to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

TC FULLER CONSTRUCTION LLC

By: Gina Fuller

Title: Owner

Attest: Chris

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

2021 Fire Hydrant Replacement

SCOPE OF SERVICES:

- Replace ^{12-T.F.}~~14~~ fire hydrants **All hydrants/valves to be presumed un-restrained. Water to be shut off during replacement. Contractor to notify residents 48 hours in advance via door hangers of water service interruption.**
- Install seven, 6 inch gate valves at seven of the hydrants
- Install two, 6" Hydra-stop Insta-valves
- Cut in five, 6" valves on existing PVC water lines.
- Pothole/excavate at 4 locations to locate missing valves or waterline locations.
- Cut in 5 tees at fire hydrants being replaced.
- Replace 150 sq feet of sidewalk, if damaged
- Restore any damaged lawns or landscaping
- Provide traffic control

SPECIAL PROVISIONS

1. SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2013 and all subsequent revisions.

2. PROJECT AWARD

Award of this project will be based upon the sum of the bid schedules. The Contractor however, shall take special consideration of the "Information for Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

The City of Raymore preserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **90** calendar days of execution of the Notice to Proceed.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2013 shall be amended to include the following:

4. ENGINEER

The City of Raymore Public Works Director or his/her designee shall be the Engineer for this project.

5. GENERAL CONDITIONS

The General Conditions shall be modified as follows. All provisions of the General Conditions which are not so modified or supplemented shall remain in full force and effect.

GC 6.02: Add "No. 1 Change Orders" and "No. 2 Addenda" to the order of preference list.

6. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment.

B. **Fire Hydrant Removal and Replacement:** Fire Hydrant Removal and Replacement will be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to remove and dispose of the existing hydrant and pipe back to the valve and install a new hydrant as per City specifications, including thrust blocks, anchor couplings and any necessary restraint. The hydrants shall be Clow Medallion.

- C. **Gate Valves:** Gate Valves shall be paid at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to install valves at five of the new hydrants or at any other hydrant where the valve is inoperable. Removal of an inoperable valve is considered subsidiary to this line item. The valve is to be an East Jordan Flowmaster Resilient Wedge Gate Valve or approved equal.. All valve risers shall be ductile iron. The contractor is required to notify the residents affected by the water shut off by door hangers 48 hours in advance.
- D. **6" Hydra-Stop Insta-valves:** Hydra-Stop Insta-valves shall be paid at the unit bid price each. The unit bid price shall include all materials, labor and equipment required to install the valves on live water lines. All potholing and excavation to determine material and size of pipe shall be considered subsidiary to this line item.
- E. **Ductile Iron Valve Stem Risers:** Ductile Iron Valve Stem Risers shall be paid at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install the risers on new or existing valves and to dispose of the existing risers.
- F. **Cut In Tees:** Cut In Tees shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install ductile iron tees on existing lines where necessary and to restrain the valve and hydrant assembly. Thrust blocks will be considered subsidiary to this line item.
- G. **Pothole/Excavation:** Pothole/Excavation shall be paid for at the unit bid price per hour. The unit bid price shall include all labor, equipment and materials to excavate below grade to determine the existence or absence of valves, water lines or any other feature. This would include any removal of vegetation as necessary and disposal of any materials.
- H. **Sidewalk:** Sidewalk shall be paid for at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials required to remove, dispose of and replace any sidewalk damaged during hydrant and valve installation. Concrete shall be a KCMMB 4K mix and the new sidewalk shall be doweled into the existing sidewalk.
- I. **Traffic Control:** Traffic Control shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials necessary to maintain a safe work zone. All signage and barricades shall meet the MUTCD standards and the City reserves the

right to require additional traffic control measures above what the contractor has supplied if deemed necessary.

- J. **Restoration:** Restoration shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials required to restore any grass, vegetation or landscaping damaged during installation of the hydrants or valves. Sod will be placed in residential lawns, seed and mulch shall be used in non-maintained areas. Restoration shall be considered complete when the grass is established as per APWA specifications.

7. ADDITIONAL INFORMATION

- 7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
21-382-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of August, 2021.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 28 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

At completion of work – 95% of the contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

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

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

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

Q. *Permits/Certificates*

Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

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

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

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

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or

sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

X. Release of Information

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

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. *Affidavit of Work Authorization and Documentation*

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

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

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

PROPOSAL FORM A
RFP 21-382-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: TC Fuller Construction LLC

ADDRESS: 35705 E State Route B
Street

ADDRESS: Garden City MO
City State Zip

PHONE: 816-699-0468

E-MAIL: tina@tcfullerconstruction.com

DATE: 07/10/2021
(Month-Day-Year)

Tina Fuller - Owner
Signature of Officer/Title

DATE: 07/10/2021
(Month-Day-Year)

Charles Fuller - Co-Owner
Signature of Officer/Title

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

- MBE (Minority Owned Enterprise)
 WBE (Women Owned Enterprise)
 Small Business

PROPOSAL FORM B
RFP 21-382-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
RFP 21-382-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

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

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

COMPANY NAME	Southfork MHC
ADDRESS	1301 N Scott Ave. Belton MO 64012
CONTACT PERSON	Joelle White Shaffer
CONTACT EMAIL	jwhiteshaffer@suncommunities.com
TELEPHONE NUMBER	816-322-3393
PROJECT, AMOUNT AND DATE COMPLETED	48,457.00 replace storm/sidewalk 05/01/2021

COMPANY NAME	CDI/Procter&Gamble
ADDRESS	1900 Kansas Ave. Kansas City KS 66105
CONTACT PERSON	Mark Raby
CONTACT EMAIL	mraby@cdikc.com
TELEPHONE NUMBER	913-428-8802
PROJECT, AMOUNT AND DATE COMPLETED	55,213.00 repair stairs and pour concrete 07/02/2021

COMPANY NAME	CDI/Procter&Gamble
ADDRESS	1900 N Kansas Ave Kansas City MO 66105
CONTACT PERSON	Mark Raby
CONTACT EMAIL	mraby@cdikc.com
TELEPHONE NUMBER	916-428-8802
PROJECT, AMOUNT AND DATE COMPLETED	32,323.73 sand down floors 07/02/2021

COMPANY NAME	Next Generation Construction
ADDRESS	1508 NW Vivian Rd.Ste 318 KC MO 64118
CONTACT PERSON	
CONTACT EMAIL	ttaylor@ngcompanies.com
TELEPHONE NUMBER	816-610-0232
PROJECT, AMOUNT AND DATE COMPLETED	22,235.00 fill in trench and grading 05/28/2021

COMPANY NAME	Stine-Nichols Plumbing
ADDRESS	318 E 16th Ave.Kansas City MO 64116
CONTACT PERSON	Jim Nichols
CONTACT EMAIL	jnichols.com
TELEPHONE NUMBER	816-348-3481
PROJECT, AMOUNT AND DATE COMPLETED	17,274.00 Replace pipe and concrete 06/04/2021

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

State the current number of personnel on staff: 6

PROPOSAL FORM D
RFP 21-382-201

Proposal of TC Fuller Construction LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as TC Fuller Construction LLC(*) Partnership

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 21-382-201 – Fire Hydrant Replacement Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E – Project No. 21-382-201

2021 Fire Hydrant Replacement

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	3000	\$3000
Fire Hydrant Removal & Replace	Each	12	5336	\$64032
6" Gate Valve on hydrants	Each	7	896	\$6272
8" Gate Valve on main	Each	3	2423	\$7269
6" Gate Valve on main	Each	5	1577	\$7885
6" Hydra-Stop Insta-valve	Each	2	10893	\$21786
DIP Valve Riser	Each	9	296	\$2664
Cut in Tees	Each	3	2281	\$6843
Potholing	hours	25	216	\$5400
Sidewalk	Sq Ft	150	10	\$1500
Traffic Control	LS	1	2000	\$2000
Restoration	LS	1	2852	\$2852
TOTAL BASE BID				\$131,503

Company Name TC Fuller Construction LLC

Total Base Bid for Project Number: 21-382-201

\$ 131,503


In the blank above insert numbers for the sum of the bid.

(\$One hundred thirty-one thousand five hundred and three dollars.)

In the blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 21-382-201
CONTINUED**

Company Name TC Fuller Construction LLC

By 
Authorized Person's Signature

Tina Fuller
Print or type name and title of signer

Company Address 35705 E State Route B
Garden City, MO 64747

Phone 816-699-0468

Fax _____

Email tina@tcfullerconstruction.com

Date 07/20/2021

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Aug. 9, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3643: Watermark Rezoning

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.2.4: Provide quality, diverse housing options

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: July 6, 2021
Action/Vote: Approve 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Planning and Zoning Commission minutes excerpt
Conceptual Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Garrett Linville, representing Thompson Thrift Development LLC and property owner Raymore Galleria Rear Ground LLC, is requesting to reclassify the zoning of 21 acres located east of Dean Avenue, south of Sam's Club, from "C-3" Regional Commercial District to "R-3B" Apartment Community Residential District. The rezoning will allow for a proposed 300-unit apartment community.

At its July 6, 2021 meeting the Planning and Zoning Commission voted 8-0 to recommend approval of the rezoning.

BILL 3643

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "C-3" REGIONAL COMMERCIAL DISTRICT TO "R-3B" APARTMENT COMMUNITY RESIDENTIAL DISTRICT, A 21 ACRE TRACT OF LAND LOCATED EAST OF DEAN AVENUE, SOUTH OF THE RAYMORE GALLERIA, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on July 6, 2021, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on August 9, 2021, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

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

Section 2. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "C-3" Regional Commercial District to "R-3B" Apartment Community Residential District, for the following property:

A tract of land in the Northeast Quarter of Section 18 and the Northwest Quarter of Section 17, Township 46 North, Range 32 West of the 5th Principal Meridian in the City of Raymore, Cass County, Missouri, being described as follows:

Beginning at the Northwest corner of "Raymore Galleria- Second Plat", a subdivision of land in the City of Raymore, Cass County, Missouri; thence North 03°30'54" East, along the East right-of-way line of Dean Avenue, as now established, a distance of 245.26 feet; thence North 05°06'14" East, along said East right-of-way line of Dean Avenue, a distance of 8.54 feet to the Southwest corner of Lot 6-F, "Replat of Lot 6-A, 6-B, 6-C and Tract D, of the Replat of Lot 6, Raymore Galleria - First Plat", a subdivision of land in the City of Raymore, Cass County, Missouri; thence South 87°29'23" East, along the South line of said Lot 6-F and 6-E, a distance of 426.95 feet; thence South 42°29'23" East, continuing along said South line, for a distance of 35.55 feet; thence South 73°44'18" East, continuing along said South line, a distance of 104.59 feet; thence South 87°29'23" East, continuing along said South line, a distance of 554.77 feet; thence North 02°30'35" East, along the East line of said Lot 6-E, a distance of 50.00 feet; to the Southeast corner of said "Replat of Lot 6, Raymore Galleria - First Plat"; thence North 02°30'35" East, along the East line of said "Replat of Lot 6, Raymore Galleria - First Plat", a distance of 2.00 feet to the Southwest corner of Tract B, "Raymore Galleria - First Plat", a subdivision of land in the City of Raymore, Cass County, Missouri; thence South 87°29'23" East, along the South line of said Tract B, a distance of 278.02 feet to the Southeast corner of said "Raymore Galleria - First Plat", said corner also being a point on the West line of "Foxhaven - Second Plat", a subdivision of land in the City of Raymore, Cass County, Missouri; thence South 03°03'58" West, along said West line and the West line of "Foxhaven - Second Plat and Foxhaven - Eighth Plat", both subdivisions of land in the City of Raymore, Cass County, Missouri, 685.49 feet; thence North 86°58'22" West, 934.84 feet to the Southeast corner of Tract "A" in said "Raymore Galleria- Second Plat"; thence North 02°30'38" East, along the East line of said "Raymore Galleria - Second Plat", a distance of 421.27 feet to the Northeast corner of said plat; thence North 87°29'22" West, along the North line of said "Raymore Galleria - Second Plat", a distance of 449.70 feet to the Point of Beginning.

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 9TH DAY OF AUGUST, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF AUGUST, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: August 9, 2021
Re: Case #21015 Raymore Galleria - Watermark - Rezoning C3 to R3B

GENERAL INFORMATION

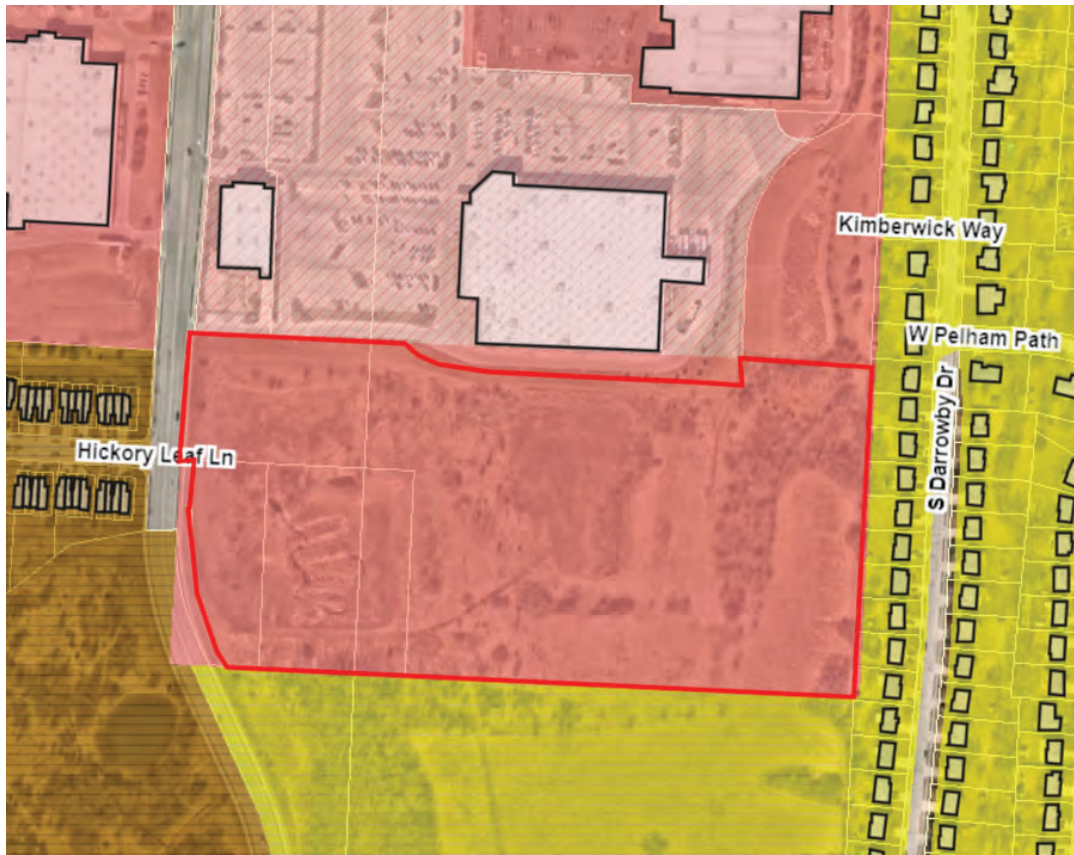
Applicant: Garrett Linville
Thompson Thrift Development, LLC
111 Monument Circle, Ste 1500
Indianapolis, IN 46204

Requested Action: Request to rezone approximately 21.03 acres from C-3 to R-3B

Property Location: East side of Dean Avenue, south of OfficeMax and Sam's Club



Existing Zoning: "C-3" Regional Commercial District



- North:** C-3P (Regional Commercial Planned District)
- East:** R-1 (Single Family Residential)
- South:** R-1P (Single Family Residential Planned District)
- West:** R-3AP (Multi-Family Residential Planned District)

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Commercial.

Strategy 3.2.4 of the City Strategic Plan is to ***provide quality, diverse housing options that meet the needs of our current and future community***

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Avenue as a Minor Arterial.

Legal Description: A tract of land in the Northeast Quarter of Section 18 and the Northwest Quarter of Section 17, Township 46 North, Range 32 West of the 5th Principal Meridian in the City of Raymore, Cass County, Missouri, being described as follows:

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subdivision of land in the City of Raymore, Cass County, Missouri; thence South 87°29'23" East, along the South line of said Lot 6-F and 6-E, a distance of 426.95 feet; thence South 42°29'23" East, continuing along said South line, for a distance of 35.55 feet; thence South 73°44'18" East, continuing along said South line, a distance of 104.59 feet; thence South 87°29'23" East, continuing along said South line, a distance of 554.77 feet; thence North 02°30'35" East, along the East line of said Lot 6-E, a distance of 50.00 feet; to the Southeast corner of said "Replat of Lot 6, Raymore Galleria - First Plat"; thence North 02°30'35" East, along the East line of said "Replat of Lot 6, Raymore Galleria - First Plat", a distance of 2.00 feet to the Southwest corner of Tract B, "Raymore Galleria - First Plat", a subdivision of land in the City of Raymore, Cass County, Missouri; thence South 87°29'23" East, along the South line of said Tract B, a distance of 278.02 feet to the Southeast corner of said "Raymore Galleria - First Plat", said corner also being a point on the West line of "Foxhaven - Second Plat", a subdivision of land in the City of Raymore, Cass County, Missouri; thence South 03°03'58" West, along said West line and the West line of "Foxhaven - Second Plat and Foxhaven - Eighth Plat", both subdivisions of land in the City of Raymore, Cass County, Missouri, 685.49 feet; thence North 86°58'22" West, 934.84 feet to the Southeast corner of Tract "A" in said "Raymore Galleria - Second Plat"; thence North 02°30'38" East, along the East line of said "Raymore Galleria - Second Plat", a distance of 421.27 feet to the Northeast corner of said plat; thence North 87°29'22" West, along the North line of said "Raymore Galleria - Second Plat", a distance of 449.70 feet to the Point of Beginning.

Advertisement: June 17, 2021 **Journal** newspaper
July 22, 2021 **Journal** newspaper

Public Hearing: July 6, 2021 Planning Commission meeting
August 9, 2021 City Council meeting

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

REQUEST

Applicant is requesting to rezone approximately 21.03 acres from the existing "C-3" Regional Commercial District to R-3B (Apartment Community Residential District) to allow for an apartment community with residential amenities.

REZONING REQUIREMENTS

Chapter 470: Development Review Procedures outlines the applicable requirements for Zoning Map amendments.

Section 470.020 (B) states:

"Zoning Map amendments may be initiated by the City Council, the Planning and Zoning Commission or upon application by the owner(s) of a property proposed to be affected."

Section 470.010 (E) requires that an informational notice be mailed and "good neighbor" meeting be held.

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council. The Planning and Zoning Commission will submit a recommendation to the City Council upon conclusion of the public hearing.

Section 470.020 (G) outlines eleven findings of fact that the Planning and Zoning Commission and City Council must take into consideration in its deliberation of the request.

PREVIOUS PLANNING 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 to R-1P (Single Family Residential Planned District Overlay) on February 8, 2004.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Wednesday, June 23, 2021 in Council Chambers at City Hall. 10 people attended including Councilmember Townsend. Applicant Garrett Linville and Chris Alexander for Thompson Thrift Development also attended to make the presentation and answer questions and concerns. City Planner Katie Jardieu, and Development Services Director Jim Cadoret represented City staff. The comments below provide a summary of the meeting:

Mr. Linville and Mr. Alexander went through the history of the company which started out in single family renting. They are just getting into the Kansas and Missouri area with Elements by Watermark which is a Class A luxury apartment community that just opened. This would be the quality of product they are looking to replicate here in Raymore. The project would be three-stories and a garden style. There would be premium interiors as well as a 7-10 thousand square foot clubhouse including a courtyard, bike repair station, valet trash, fire pits and outdoor games. This is for those that want to rent by choice for experiential living. Every unit has its own balcony with the first floor allowing a fenced area for a pet. The detention pond would be landscaped and every apartment would have a detached garage. With the on site detention pond, the building would be at least 300 feet from the backyards of Foxhaven.

Attendees had the following questions regarding the project:

Q: How many bedrooms will you have? 1, 2, 3s with 300 total units

Q: How will that affect Raymore's utilities (sewer, water pressure, etc), Dean Ave?

Residents per unit is about 1.7. City services are something we look at as well or people wouldn't rent from us. We will pull data and make sure it is going to be fully operational and not strangle the city resources. There are standards in place as well to hold us to them.

Q: What are the potential rental rates? \$1200 -\$1800

Q: During development, including during Sam's bldg, people had land and foundation repairs due to the shifting ground. Runoff is also a problem. Construction raising will affect that as well. Is there a plan should/if this happens and who would be liable? We would take all approaches to only affect our site. We hope to improve the drainage in the area by including a storm drainage area for the runoff to go to. We will also include a storm system that isn't there right now. Anything we cause we will be liable for.

Q: Should we have our foundations inspected prior to construction? Also the ponds can be disgusting with bugs and such. Some ponds have fountains and such so that the apartments that look out over it will not be looking out over a scummy area? That is up to you but we do our best that we do not affect our neighbors and it is up to you if you want to establish a baseline.

Q: The 2 bldgs by the pond are 3 story? Yes, there is substantial landscaping and a buffer area. We can put together a landscape plan to showcase that.

Q: Is this gated? No, the line on the drawing is the property line.

Q: What is the construction timeline? 20-24 months and all together in one mobilization. Once approved, we would break ground potentially next summer but not earlier. Design phase is next, which takes a while.

Q: Where are all the people for these apartments coming from? Of the existing small stock, there are high occupancy levels to show that additional units are needed. Even with The Lofts and the apartments behind Target we feel there is a demand. This is a big investment for us and so we did study it and our ownership was in town to make sure.

Q: What is the current elevation? and what is the proposed elevation? We have not completed the final engineering and grading plan. However, we don't want to have to bring dirt in or haul away so we will use what is available.

Q: Do you own the property now? It is under contract subject to approvals.

Q: What is your occupancy rate? 95% across all of our properties.

Q: You are building next to the highest crime density? We haven't looked at that but we are typically located close to commercial areas

Q: How many garages are there? There will be approximately 100. We are trying to provide 1 parking space per bedroom

Q: Will any of the apartments be Section 8? Zero

Q: Property tax contribution with high capacity at the elementary schools? We are working through that right now. Typically we have about 19 of the 250 to 300 units that have kids that feed into schools. We do look at the schools because we want the best of the best and that is a selling point so we don't want to overcrowd them.

Q: Have you looked at other properties within Raymore and the County? The traffic is so bad on Hwy 58 and 71. We will do a traffic study, our residents will be affected by this as well. New development has to abide by traffic rules and the level of service. We have looked at others but this is already zoned commercial which would be a more intense traffic use than apartments.

Q: Bringing in the additional apartments takes away a business opportunity. We need restaurants and smaller businesses. I have issues with the location because there is nothing there. There is a lot of land that is flatter further south with better access. We don't want to see another business fail and out to pasture. We want you to come to Raymore, just not in that exact spot.

Q: What is your lighting like? There will be zero light leaving our site. We light parking areas, but not like Costco. The buildings would then block the lighting from the parking lights.

Q: Are there additional neighbor meetings? Yes with Preliminary Plans there will be another Good Neighbor meeting and Public Hearing to go over the details of the proposed plan.

Councilmember Reginald Townsend then spoke regarding the process and how The Lofts and townhomes had to go through this. He explained that he was a Ward 1 representative and how traffic in general flows and the perspectives that the City is looking at (existing businesses along Hwy 58 that we can't tell to move to widen the street). There are additional projects that feed to North Cass Parkway regardless of this project that we are looking at. Also there are multiple factors that are leading to the drive for apartments. This is a different generation that ubers everywhere and scooters

with less ownership than we are used to. This is a market trend that is creating a demand. We, as a community, have to find a way to maintain the level of service that we are used to. Lots are decreasing and there aren't many left. This allows for some planning best practices. These are challenges that we are trying to figure out along with the best use for the land. We know people want more than dental offices and chains but we need the people to sustain that. It goes both ways with commercial wanting residents and then residents wanting businesses and it is a balance.

Q: There is a hill and it causes a lot of runoff into our backyards? We haven't done engineering yet and we will follow city standards. A preliminary Plan will also necessitate a Good Neighbor meeting and show you grading plans and stormwater plans.

Q: The land goes up and plateaus would you be creating a crest or more flat hill? We would address it during grading and full engineering. The pond will catch that water and then it will flow out at a slower rate.

STAFF COMMENTS

1. The R-3B, Apartment Community Residential District, is intended to accommodate multiple-family residential development where there are sufficient services and infrastructure to support higher density residential development. The principal use of the land in this district is multiple-family development that is planned and developed only on a lot or tract under single ownership or unified control.
2. The uses permitted in the R-3B district are as follows:

Use	R-3B	Use Standard
RESIDENTIAL USES		
Household Living		
Single-family Dwelling, Detached (conventional)	-	
Manufactured Home Residential – Design	-	Section 420.010D
Single-family Dwelling, Attached	-	Section 420.010A
Two-family Dwelling (Duplex)	-	
Multi-family Dwelling (3+ units)	-	Section 420.010A
Apartment Community	S	Section 420.010A
Cluster Residential Development	-	Section 420.010B
Manufactured Home Park	-	Section 420.010C
Employee Living Quarters	-	
Accessory Dwelling, Attached	-	Section 420.050E
Accessory Dwelling, Detached	-	Section 420.050E
Group Living		
Assisted Living	C	
Group Home	S	Section 420.010E
Nursing Care Facility	C	

Transitional Living	C	
Group Living Not Otherwise Classified	C	
PUBLIC AND CIVIC USES		
Cultural Exhibit or Library	C	
Government Buildings and Properties	C	
Place of Public Assembly	C	
Public Safety Services	C	
Religious Assembly	P	
School	P	
Utilities		
Major	C	
Minor	P	
COMMERCIAL USES		
Animal Services		
Kennel	-	Section 420.030E

Day Care		
Day Care Home	S	Section 420.030C
Entertainment and Spectator Sports		
Indoor	-	
Outdoor	-	
Funeral and Interment Services		
Cemetery	C	
Funeral Home	-	
Lodging		
Bed and Breakfast	-	Section 420.030H
Medical Marijuana Cultivation Facility	-	Section 420.030N
Sports and Recreation, Participant		
Outdoor	C	
Indoor	-	
OTHER USES		
Accessory Uses	S	Section 420.050
Agricultural Uses		
Farming	-	
Boarding Stables and Riding Schools	-	Section 420.040A
Home Occupation	S	Section 420.040B
Parking		
Accessory Parking	P	
Wireless Communication Facility		Section 420.040C
Colocated	S	
Small Wireless Facility	S	

3. There are 8 properties within the City that are currently zoned R-3B:

- a. The Lofts at Foxridge
- b. Manor Homes
- c. Raymore Senior Village (north of Price Chopper)
- d. Grant Park Villas (Adams Street, north of 58 Highway)
- e. Bristol Manor of Raymore (Sunrise Drive)

- f. Redwood of Raymore (Sunrise Drive)
 - g. Greenway Villas
 - h. Walnut Estates
4. Apartments are a permitted use subject to special conditions in the R-3B zoning district. Section 420.010A of the Unified Development Code outlines the special conditions applicable to apartment communities:

Section 420.010 Use-Specific Standards, Residential Uses

A. Single-Family Attached and Multiple-Family Dwellings

1. Number of Buildings per Lot

Multiple buildings containing attached single-family and multiple-family dwellings are permitted on a single zoning lot.

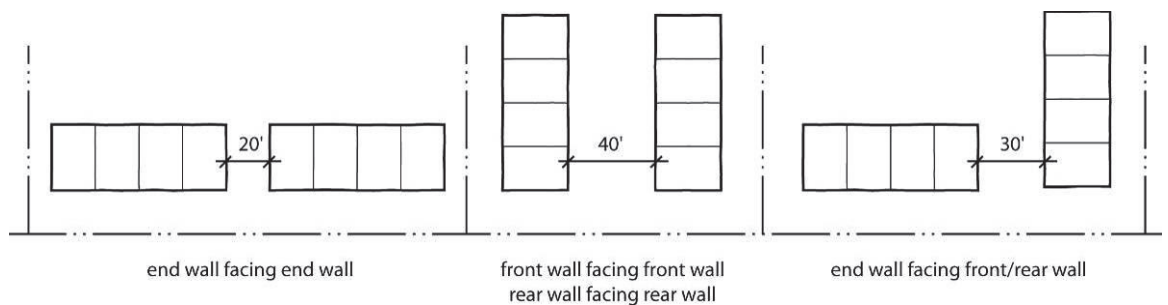
2. Number of Units per Building

- a. No more than eight attached single-family dwelling units are permitted within a single building.
- b. There is no limit on the number of multiple-family dwellings permitted within a single building.

3. Minimum Separation between Buildings

Single-family attached and multiple-family buildings situated around a courtyard will have the following minimum distance requirements as measured between exterior walls:

- a. back to back, 40 feet;
- b. front to front, 40 feet;
- c. end to end, 20 feet;
- d. end to back, 30 feet;
- e. end to front, 30 feet;
- f. no dwelling unit will face directly upon the rear of a building; and
- g. service areas and vestibules, porches, balconies and canopies not extending more than 10 feet from the building, will be excluded from the distance requirements of this section.



4. Building Design *(Amendment 33 - Ordinance 2020-068 11.23.2020)*

Attached single-family and multiple-family dwellings must:

- a.** be designed with windows and/or doors on all building facades that face a street to avoid the appearance of blank walls; and
- b.** be designed with garage doors or carports facing an alley, where there is an alley serving the site, or facing an interior driveway, whenever possible. Where attached garages face a public street, they may not extend more than five feet beyond the street-facing façade.
- c.** Any portion of the building that is within one-hundred (100) feet of a less intense zoning district may not exceed one-hundred twenty-five percent (125%) of the maximum height permitted in the less-intense zoning district.
- d.** Four-sided design, including entryways, windows and consistent materials along with architectural details shall be utilized on all elevations to add diversity and visual character to the building(s).
- e.** Front entrance features shall include pedestrian-scale design elements. This includes: side lights or transom windows, architectural ornamentation or single-story roofs or canopies that are then integral to the overall architectural design of the building.
- f.** Variety in exterior materials is encouraged. Composition of entirely one material is prohibited. A brick, stone or similar material base is required up to at least three (3) feet of the front building facade.
- g.** Prohibited building materials include:
 - (1)** Plywood sheathing, including oriented strand board (OSB) and CDX plywood [fiber cement siding, T1-11 plywood, LP Smartsiding, and similar materials are allowed].
 - (2)** Painted CMU
 - (3)** Corrugated metal
 - (4)** Painted metal
 - (5)** Wood shake roofing material
 - (6)** Plastic awning material
- h.** Roof mounted equipment, including ventilators and satellite dishes, shall be completely screened from view using parapet walls at the same height as the equipment. Screening shall be of the same materials and design as the larger building to maintain a unified appearance.

5. Private Yards for Attached Single-Family Dwellings

All attached single-family dwelling unit developments must include private yards space in accordance with the following:

- a.** attached single-family dwellings must have private yards consisting of a minimum of 200 square feet in area for each attached single-family dwelling unit;
- b.** a private yard may be located next to a front wall, rear wall or end wall, provided that it is immediately adjacent to the attached single-family dwelling unit it serves and is directly accessible from the unit by way of a door or steps;

- c. required private yards must be landscaped with turf, groundcover, shrubs, trees or other landscape improvements, such as walkways or patios; and
- d. private yards may be enclosed with fences.

6. Common Open Space for Multiple-Family Dwellings

In addition to the minimum lot area required per dwelling unit in the district, all multiple-family dwelling unit developments must include common open space in accordance with the following:

- a. a minimum of 150 square feet of common open space must be provided per dwelling unit;
- b. common open space must be accessible to all dwelling units and improved with landscaping, recreational facilities, and/or pedestrian walkways; and
- c. common open space must be maintained by the property owners association.

5. Development standards applicable to the R-3B district are:

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 corner	30
side	10
Maximum Building Height (feet)	50
Maximum Building Coverage (%)	40

6. Based upon a total lot size of 21.03 acres, the maximum density that would be allowed within the R-3B district on this property is 458 units, for a density of 21.77 units per acre.. The developer is proposing an apartment community of 300 units, equating to a density of 14.26 units per acre. Density of other R-3B communities is:

- a. Manor Homes - 14.59 units per acre
- b. The Lofts at Foxridge - 16.54 units per acre
- c. Walnut Estates - 14.59 units per acre
- d. Grant Park Villas -12.63 units per acre
- e. Raymore Senior Village -15.41 units per acre

7. The rezoning request was submitted to the administration of the Raymore-Peculiar School District for review and comment. The school district indicated they were “aware of the development”. The property lies within the current attendance boundary lines for the Eagle Glen elementary school.

8. The ITE (Institute of Transportation Engineers) Trip Generation Manual indicates the peak hour (4-6 p.m.) trip generation rate for a 3-story apartment community dwelling unit is 0.39 trips per unit. The trip generation rate for a single family home is 1.01; the rate for a specialty retail store (per 1,000 sq. ft. of floor area) is 2.71; and the rate for a fast food restaurant with a drive-thru is 16.92. An apartment community is one of the lowest trip-generating residential uses. Senior adult facilities have a lower rate. The trip generation rate for most commercial uses that are currently permitted under the C-3 zoning designation of the property are higher, and in many cases, much higher, than the trip generation rate of an apartment unit.
9. Dean Avenue was constructed to its current design taking into account that the subject property would be developed with commercial uses. The total trip generation allocated from the subject property for the design of Dean Avenue was much higher than the trip generation rate from an apartment community being developed on the property. Dean Avenue can easily support the traffic generated by 300 apartment units on the subject property.
10. If the rezoning application is approved, the developer will be required to submit a preliminary plat for the site. The preliminary plat will include a stormwater study and preliminary utility plans. Final Plat and Site plan approval is also required for apartment communities.
11. The conceptual plan submitted with the rezoning application indicates that stormwater will be served with the existing detention pond on the west side of the property. An additional detention pond is proposed along the east side of the property as well and serve as a buffer to the Foxhaven subdivision as well.
12. Conceptual elevations were shared at the Good Neighbor meeting

Conceptual Rendering



13. The property has been zoned for commercial development since 2005. No developer or business has approached the City for development of the site for commercial purposes. This is the first development group that has shown interest in the property that staff is aware of.

14. Economic Development Director David Gress shared the following:

The site presents many challenges concerning the development of the property for commercial uses. In terms of location, this site would be considered a 3rd tier lot, given its proximity to 58 Highway and limited access from Dean Avenue. The presence of Sam's Club, Office Max, and Lowe's limits visibility from 58 Highway, and the undevelopable area of the site (detention pond and easements) limits visibility from Dean Avenue. Portions of the site may still be suitable for professional office style development, however, the current market for professional office space would likely make the development of this site as such unfeasible, as only portions of the site would be suitable for this type of development. A multi-family use on this site would make a logical transition from the Galleria commercial center, into the Timber Trails subdivision, as evidenced by a similar mixture of uses on the west side of Dean Avenue, and in other similar areas of the City. Today's multi-family market tends to be driven by proximity to services, amenities, and existing commercial development.

15. There are currently 1,344 multi-family units in the City, accounting for 15% of all dwelling units. 80% of all units in the City are single-family homes.

Multiple-family	
Falcon Crest	56
Foxwood Springs	372
126 apt	
246 garden	
Greenway Villas	51
Legends	34
Manor Homes	269
Pointe	74
Remington Village	60
Ridgeway Villas	50
SkyVue	264
Timber Trails	68
Walnut Estates	34
<u>Walnut Grove</u>	<u>12</u>
	1,344

16. There are several multi-family developments either under construction or approved:

<i>Multiple-family</i>	
Lofts	396
Grant Park Villas	48
Sunset Plaza	67
The Venue	204
Raymore Senior	96
Timber Trails	268
Watermark	<u>300</u>
	1,379

17. As a balance to the number of multi-family dwelling units under construction or planned, there are a number of single-family dwelling units under construction or planned.

Park Side	320
Alexander Creek	55
The Prairie at Carroll Farms	312
Saddlebrook	172
Oak Ridge Farms	23
Sendera	428
Creekmoor	300
Timber Trails	250
Madison Valley	127
White Tail Run	<u>504</u>
	2,491

Other potential developments

Knoll Creek
 Madison Creek

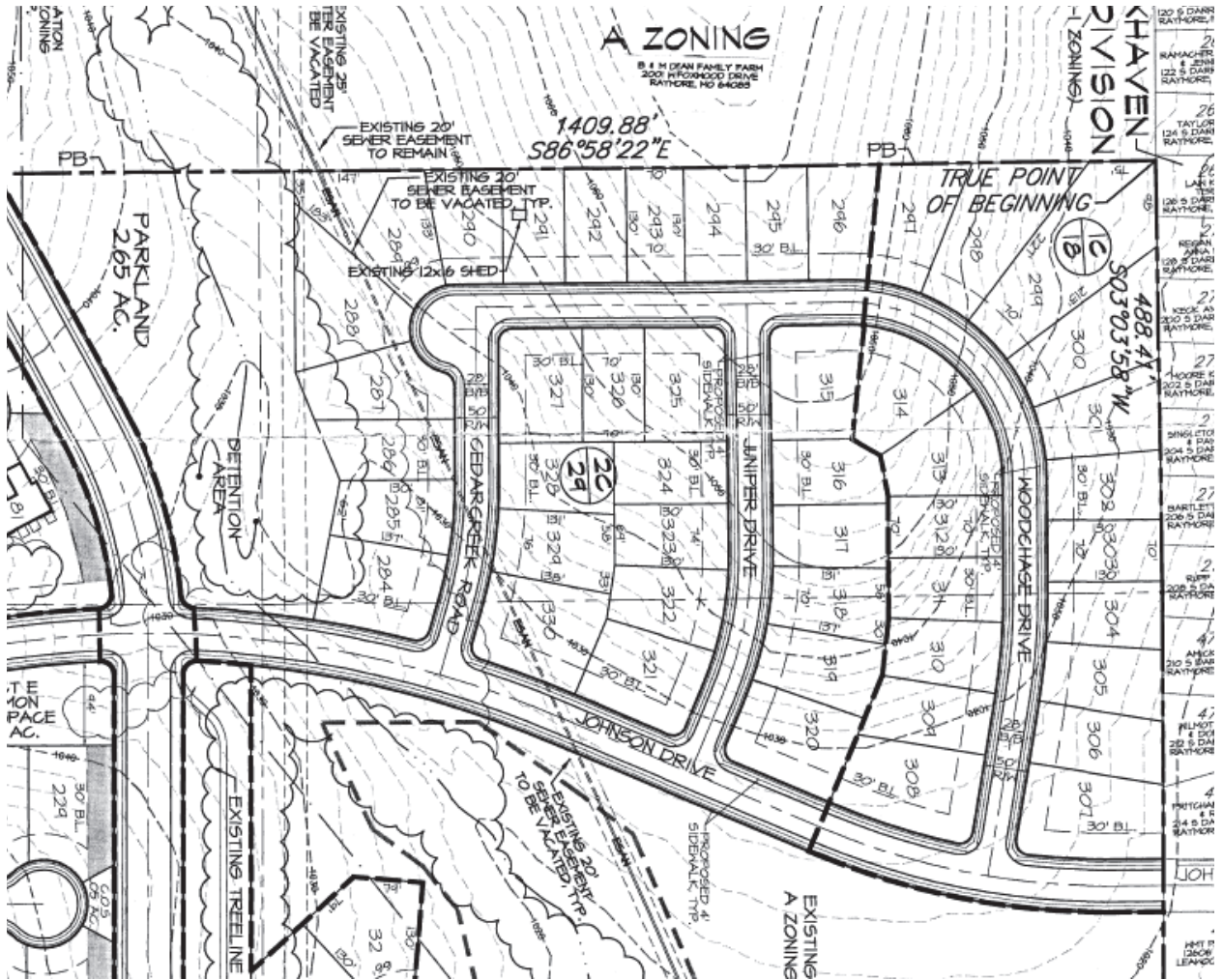
18. If all multi-family units and single-family units are constructed as planned, the end ratio of single-family, two-family and multi-family units will be:

Single-Family	11,531	78%
Two-Family	472	3%
Multiple-Family	<u>2,723</u>	<u>19%</u>
	14,726	

Raymore remains a predominantly single-family community.

19. The request to reclassify the zoning of the property does not eliminate the requirement under the current zoning of the developer to install a Type "A" landscape screen along the eastern and southern property lines for the adjacent R-1 zoned properties.

20. The 12-acre parcel located adjacent and south of the subject property is included in the still valid preliminary plat for Timber Trails Subdivision. The tract identified as A ZONING is the subject property.



21. The South Metropolitan Fire Protection District was consulted on the proposed reclassification of zoning. The conceptual plan for the apartment community does provide a 2nd means of ingress/egress to the site..

ENGINEERING DIVISION RECOMMENDATION

See attached memorandum.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

- 1. the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;** The character of the surrounding neighborhood is a mixture of single-family residential, undeveloped residential areas, existing multi-family residential and commercial area..
- 2. the physical character of the area in which the property is located;** The physical character of the area in which the property is located is a mixture of residential to the east (Foxhaven), multi-family residential (Timber Trails) to the west, commercial to the north and undeveloped land to the south. There is a crest in the middle of the property with a natural slope to the property towards the detention on the west side of the property and a slope to the property towards the rear lots of homes in Foxhaven.
- 3. consistency with the goals and objectives of the Growth Management Plan and other plans, codes and ordinances of the City of Raymore;**
The Growth Management Plan identifies this property as appropriate for commercial use. However after 15 years there has been no interest in the property as commercial land. There have been other inquiries for the property as residential and multi-family.
- 4. suitability of the subject property for the uses permitted under the existing and proposed zoning districts;**
The property appears to be unsuitable for use under the existing zoning as no interest has been garnered in the last 15 years to utilize the property as commercial land. The City Economic Development Director classifies the property as a 3rd tier commercial property, indicating the property is undesirable for commercial use.
- 5. the trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district;**
Property to the north and to the west of the subject property were developed as commercial and multi-family residential. There is a nationwide housing shortage with prices increasing as demand for housing continues to increase.
- 6. the extent to which the zoning amendment may detrimentally affect nearby property;**
The proposed zoning map amendment would not detrimentally affect the surrounding properties. A new detention pond as well as landscaping would provide at least 300 feet of a natural buffer between Foxhaven homes and the proposed community. The new

detention pond will also help alleviate extensive stormwater collection in the rear yards of Foxhaven lots.

7. whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment;

Adequate public infrastructure is available to serve the site, or will be available at the time development of the property occurs. There is existing water and sanitary sewer infrastructure to serve the property. The adjacent road network can adequately serve the site.

8. the suitability of the property for the uses to which it has been restricted under the existing zoning regulations;

There has been interest in utilizing the property for multi-family, however this is the first development that has come forward to rezone the property.

9. the length of time (if any) the property has remained vacant as zoned;

The property has remained vacant since it was incorporated into the City.

10. whether the proposed zoning map amendment is in the public interest and is not solely in the interests of the applicant; and

The proposed zoning map amendment is in the public interest as it allows for a variety of housing within the city. There are a decreasing number of lots available for building and not every person is interested in home ownership. This community provides upscale amenities that many single family neighborhoods do not offer.

11. the gain, if any, to the public health, safety and welfare due to the denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

There will be no gain to the public health, safety and welfare of the community as a result of the denial of the application.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	July 06, 2021	August 9, 2021	August 23, 2021

STAFF RECOMMENDATION

City staff support the reclassification of zoning for this property. While the elimination of commercial zoned land must be carefully considered, the subject property was never identified as “prime” commercial property. The initial plan for the subject property was for an office building complex, which is no longer a viable development scenario for the property.

Creating a more densely populated residential community adjacent to the City commercial area helps to support, and attract, additional businesses. The change of zoning of the parcel also creates a transition of land uses from commercial to the north, multi-family, and then single-family residential to the south.

City staff has determined that the existing network of infrastructure can support the proposed residential development of the property. Water and sanitary sewer are in place to serve the development and Dean Avenue is constructed to fully support the traffic demands from future residents of the apartment community.

City staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21015, requesting to rezone approximately 21.03 acres from the existing "C-3" Regional Commercial District to R-3B (Apartment Community Residential District) to allow for an apartment community with residential amenities, to City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its July 6, 2021 meeting, voted 8-0 to accept the staff proposed findings of fact and forward case #21015, requesting to rezone approximately 21.03 acres from the existing "C-3" Regional Commercial District to R-3B (Apartment Community Residential District) to allow for an apartment community with residential amenities, to City Council with a recommendation of approval.

Memorandum

TO: Planning and Zoning Commission

FROM: Michael Krass, P.E. Director of Public Works and Engineering

DATE: July 6, 2021

RE: Proposed Watermark Rezoning

The subject property is located on the east side of Dean Avenue, south of OfficeMax and Sam's Club.

Access to the site will be off of Dean Avenue, which is classified as a minor arterial respectively. Dean Avenue was built to handle this site developed as commercial which generates more traffic than multi-family residential and therefore there is adequate capacity to handle traffic generated by development as indicated by the ITE Trip Generation Manual for a 3 story apartment community.

Water Service will be provided by the City of Raymore which has adequate capacity to serve the development.

Sanitary sewer exists on the western boundary of the site and is of sufficient size and capacity to serve this development.

Storm Water runoff control will be handled by a combination of underground conduits and detention facilities in accordance with City Code. The detention pond on the west of the property was built to serve commercial development and a second detention pond will be added on the site.

It is the opinion of the Engineering Department that the existing public and planned public facilities are adequate to support this development.

Planning and Zoning Commission Meeting Minutes Excerpt July 6, 2021

7. NEW BUSINESS

c. Case # 21015: Raymore Galleria - Watermark Rezoning (*public hearing*)

Chairman Wiggins opened the public hearing at 7:23pm.

Chris Alexander with Watermark Residential, 111 Monument Circle, Suite 1500, Indianapolis IN came before the Planning & Zoning Commission and gave an overview of the history and statistics of the company, stating that Watermark specializes in the development, construction, and management of Class A luxury multi-family projects. Garrett Linville with Watermark Residential came to the podium to give the highlights of the proposed development, including renderings of the property. Mr. Linville spoke about the interiors of the proposed apartments and the community atmosphere of the development. The developers have worked with City Staff to create an updated site plan and architectural aspects of the project. The updated site plan includes a heavier buffer to the east for the single-family homes that are there, as well as extra detention areas to better handle the stormwater. The amenity areas have been detailed on the site plan, and show the fitness center, dog park, swimming pool, and common areas of the development. The site plan shows 300 units that will allow approximately one parking space per bedroom in the complex and options for detached garages. There will also be a secondary access point to help with fire access and resident traffic. Currently, significant landscape buffers are being planned to the east around the detention area, and to the west around the current detention area that serves the north.

Mayor Turnbow asked Mr. Linville to speak to the trailhead off of Dean Avenue. It is not shown on the site plan, but has been agreed to by the developers.

Mr. Linville responded that there is currently a sidewalk that extends south, and there is not a parking area for the trail. Working with Staff, the developers have agreed to create a trailhead that would allow for a parking area and a starting place for the trail. The trailhead will be placed where the current detention area is, between the two entry points, and the developers will work with Staff to ensure the project is done correctly.

Mr. Cadoret began the Staff Report by stating that the request by the developers currently is for rezoning the 21.03-acre parcel from C-3 to R-3B, Apartment Community Residential District. The property is east of Dean Avenue, directly south of the Office Max and Sam's Club in the Raymore Galleria Shopping Center. The surrounding zoning is C-3P to the north, R-1 to the east, R-1P to the south, and R-3AP to the west. Dean Avenue is classified as a minor arterial street according to the Major Thoroughfare Plan Map. Mr. Cadoret mentioned that the public hearing was advertised in the Journal newspaper, and read 6 items into record, including any additional exhibits as presented during the hearing. All of the Raymore Galleria property was rezoned from "A" Agricultural to "C-3" Regional Commercial District on March 27, 2005. The Timber Trails subdivision was rezoned in 2004. There were 10 residents that attended the Good Neighbor meeting. The request for R-3B rezoning is intended to accommodate multi-family residential development where there are sufficient services and infrastructure to support higher density residential development. Mr. Cadoret stated that there are 8 other properties that are currently zoned R-3B, and apartments are a permitted use subject to special conditions in the R-3B district. There are building separation standards that will need to be met upon moving forward. The density of the property keeps in line with the other apartments in the city of Raymore, with 14.26 units per acre. The highest density in the city of Raymore is The Lofts at Foxridge, with 16.54 units per acre.

The rezoning request was submitted to the Raymore-Peculiar School District administration, and they are aware of the development. The property lies within the current attendance boundary lines for the Eagle Glen elementary school. The trip generation rate for most commercial uses that are currently permitted under the C-3 zoning are in many cases much higher than the trip generation of an apartment community. Dean Avenue was constructed to its current design taking into account the subject property would be developed with commercial uses, and can easily support the traffic generated by the 300 unit apartment community being proposed. Rezoning is step one of four, the next steps after rezoning would be submitting a preliminary plat, a final plat, and site plan approval. Stormwater will be served with the existing detention pond on the west side of the property, and an additional detention pond is proposed along the east side of the property that will serve as a buffer to the Foxhaven subdivision to the east. Mr. Cadoret pointed out that the property has been zoned for commercial development since 2005, and there has been no developer or business to approach the City for development of the site for commercial purposes. The proposed apartment community is the first development group that has shown interest in the property that staff is aware of. Economic Development Director David Gress shared his written opinion that the site presents challenges for commercial development since it is considered a 3rd tier lot, given its proximity to 58 Highway and limited access from Dean Avenue. The site has limited visibility from 58 Highway due to the surrounding buildings, and the undevelopable areas like the detention pond and easements limit visibility from Dean Avenue. A multi-family use on this site would make a logical transition from the Galleria commercial center into the Timber Trails Subdivision, as evidenced by a similar mixture of uses on the west side of Dean Avenue and other parts of the City. Mr. Cadoret stated that currently, nearly 80% of the dwellings in the City of Raymore are single-family, and compared to other cities, that is a very high percentage of single-family. Type A landscape screening will be required to the east and the south property lines, which will be addressed with the Site Plan. The land to the south is part of a valid preliminary plat for the Timber Trails subdivision that does show single-family homes are to be built. While the elimination of commercial zoned land must be carefully considered, the subject property was never identified as "prime" commercial property. Mr. Cadoret stated that Staff believes this apartment community is the highest and best use for the land.

Mayor Turnbow asked Mr. Linville to explain to the Commission why the developers chose Raymore.

Mr. Linville stated that based on the detailed research that has been done, there are several things that stood out to the developers, including steady population growth, steady job growth, great schools, and high occupancy rates of other multi-family dwellings in the city.

Commissioner Engert asked Mr. Alexander what year was the first commercial property built by the developers and if there are any pictures to see how the apartments have aged?

Mr. Alexander responded that officially the first commercial property was built in 1986, and would be happy to provide pictures.

Chairman Wiggins reminded the Commissioners that the current application is to rezone the property, and that pictures would be welcome if the rezoning passed.

Chairman Wiggins asked Mr. Cadoret if there is any general information on occupancy rates in Raymore? Does Johnston Drive currently extend to the outer road?

Mr. Cadoret responded that the Ridgeway Villas townhomes are at 100% occupancy, Manor Homes of Eagle Glen have averaged 96% occupancy for the last 3 years, The Lofts at Foxridge are at 55% pre-leased occupancy of the first three buildings. Mr. Krass responded that the City does plan to extend Johnston Drive.

Commissioner Urquilla asked if once Johnston Drive was extended, would there be plans to have two left turn lanes to get on to 58 Highway from the Outer Road? Has there been any applications to get this issue addressed?

Mr. Krass stated that it is under MODOT jurisdiction, and as Mr. Cadoret explained, the City has done what it can with the infrastructure, and there is not a lot of control over future plans. Mr. Krass mentioned that there are larger issues there, the biggest issue being the traffic signals need to be separated. Two left turn lanes is not going to improve the capacity of the bridge, and it needs to be a holistic approach to improving the intersection.

Chairman Wiggins opened the meeting to the public and asked if any City of Raymore residents wished to speak on the application.

Mark Steers, 401 Meadowlark Dr., Raymore MO 64083 asked if there are any plans for improvements to the trails to handle the new resident traffic?

Renee O'Brien, 422 River Birch Rd., Raymore MO 64083 mentioned that her main concern is traffic. She stated that the traffic is not just AM/PM rush hour traffic, and that there are a significant number of lights between Dean Avenue and I-49. Ms. O'Brien stated that she thinks the apartments are very nice, and they should build in Raymore, but the concern is the location and the increase to traffic congestion. She mentioned the traffic reminds her of the traffic in Liberty on 152 Highway, which is where she sees 58 Highway going if more traffic is added. Not seeing pictures of the existing apartments by the developer leaves uncertainty as to whether or not the next phases will pass. If this passes rezoning, it will be rubber-stamped through the process until there may be a point when the Commission and the City wish they hadn't rezoned the property.

Jessica Saladino, 200 S Darrowby Dr., Raymore MO 64083 had a concern about water drainage. There is severe rain runoff in the rear yard of her home, and the detention pond does not back up to her property. She is concerned about the water runoff from the corner of the parking lot that does not drain into the detention pond. Ms. Saladino is also concerned about headlights coming in through the windows.

Terrance Chambers, 200 S Darrowby Dr., Raymore MO 64083, is concerned that this is not the right area for the apartment complex. Privacy is an issue, with the apartments right behind the homes, the residents will be able to look into homes, yards, and windows of those living nearby. Due to Covid restrictions easing up, more people will be going back to work in the office, creating more traffic on 58 Highway. There will be a lot of stress on the roads and at the grocery stores. Water runoff is the biggest concern, with soil erosion and foundation cracking currently happening, Mr. Chambers is worried it would get worse due to the construction of the apartment community. If there are a lot of families with children moving into the new apartments, the schools should make sure they have the capacity for that.

Filipe Jones, 402 Meadowlark Dr., Raymore MO 64083 asked if this will be a gated community? There has been a series of break-ins and stolen cars in the community, and a gated apartment community might help keep those kinds of activities away from the surrounding neighborhoods.

Chairman Wiggins opened the meeting to any individuals who are not City of Raymore residents to speak. No one came forward.

Mr. Linville responded to the resident concerns. The developer will be creating a trailhead that will serve as an access point to the trail. The developers still have to go through the preliminary plat and site plan approvals where the engineering will be worked out. Mr. Linville pointed out that currently, the site is a big hill and there is a crest in the middle of the property that pushes water east. To create a detention area to the east will catch the water and release it slowly, and the goal is to improve the detention standards. The parking areas are graded to allow all of the water to be caught and drained to the stormwater system. Mr. Linville stated that the buffer the developers are

suggesting is around 300ft to the east of the property, and the requirement is only 30ft. There will be landscaping around the pond and the building, and the buildings are positioned in a way that will block headlights from getting into the surrounding neighborhoods. The property has different elevation from the west to the east that will further block headlights from intruding. Based on the data from other properties owned by the developer, the data shows there are .07 minors per unit, including anyone under the age 18. School age children are 6-18 years of age, and for the proposed development, there are an estimated 21 school age children. With every community, the developers decide if they will install a vehicular gate, and for the proposed project there hasn't been a need for a gate at this time. It is something that can be reconsidered if need be.

Mayor Turnbow asked Mr. Linville if the property would be monitored?

Mr. Linville responded that yes, there is 24hr security on-site.

Mr. Krass wanted to inform the Commission that there is a contract to construct a sidewalk along the new segment of Johnston Drive between Dean Avenue and Darrowby Street that will connect to the Foxhaven subdivision. Work should begin on that project later this summer. With regards to stormwater, what the residents have been describing is very similar to what was occurring before Lowe's was constructed. The detention area is very similar to what was done at Lowe's, there was a detention pond constructed on the southern portion of their site which reduced the amount of water running down the hill. This development will no doubt improve this situation as well.

Mr. Cadoret mentioned that the developers have given the Commission much more information than is often received with a rezoning application. Typically, there is a series of steps, and while it sounds like things are being put off until another meeting, it is a logical progression of steps where there is tremendous expense on the side of both the developer and the City Staff to review the application. Some of the specific questions will be addressed if the zoning gets approved before the developers make the next step.

City Attorney Jonathan Zerr mentioned that the Commission should look at this from a rezoning perspective, not necessarily what the detail will be on the property. For rezoning purposes, take into consideration that the property has not been developed in the 16 years it has been zoned C-3.

Chairman Wiggins closed the public hearing at 8:28pm, and opened the meeting for Commissioner comments or questions.

Commissioner Urquilla asked Mr. Cadoret if there have been other cities similar to Raymore that have had issues filling the commercially zoned 3rd tier properties, and what was built on the properties?

Mr. Cadoret responded that generally when it comes to 3rd tier commercial property, the big box stores and national retailers aren't going to be interested in property that far from the highway. The best that the City would hope for with the current trends would be an office layout. That was the initial plan, but it is very difficult to get tenants in office buildings. Storage facilities are a growing industry, although there weren't any applications for storage on this property.

Mayor Turnbow mentioned that there has been interest in the past to utilize the property for multi-family, but this potential project holds more attractiveness with regard to the use of the land and to the general population. The Staff doesn't bring projects to Raymore that bring any kind of media attention, and things are handled in-house.

Mr. Cadoret mentioned that yes, there have been other developers looking for multi-family on the property which gets lost by the community. The previous developers were not going to build Class-A homes, but with the location being close to Timber Trails, Foxhaven, and the

commercial area, the City wanted a high-end Class A apartment community. It is not an easy decision to let go of commercial land, but this is not viable commercial land for the City.

Motion by Commissioner Urquilla, Seconded by Mayor Turnbow, to accept the staff proposed findings of fact and forward case #21015, requesting to rezone approximately 21.03 acres from the existing "C-3" Regional Commercial District to "R-3B" Apartment Community Residential District to allow for an apartment community with residential amenities, to City Council with a recommendation of approval.

Mayor Turnbow mentioned that he believes the product is good for this rezoning, and will be voting in favor of the rezoning.

Vote on Motion:

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

Motion passed 8-0-0.



Katie Jardieu <kjardieu@raymore.com>

Meeting

2 messages

Larry Kinder <learn0532@gmail.com>
To: kjardieu@raymore.com

Wed, Jun 23, 2021 at 10:39 AM

Unable to attend zoning meeting. I'm concerned that more apartment buildings will bring more unwanted traffic and increase in usage of resources in raymore. Apartment dwellers often don't have the pride in ownership that homeowners do. The new apartments on fox ridge is quite enough for the city, and I oppose the RE zoning for Any new apartments.

Sent from my iPhone

Katie Jardieu <kjardieu@raymore.com>
To: Larry Kinder <learn0532@gmail.com>

Wed, Jun 23, 2021 at 10:52 AM

Thank you Mr Kinder. I will pass your comments and concerns to Planning Commission. Let me know if there is anything else I can help with.

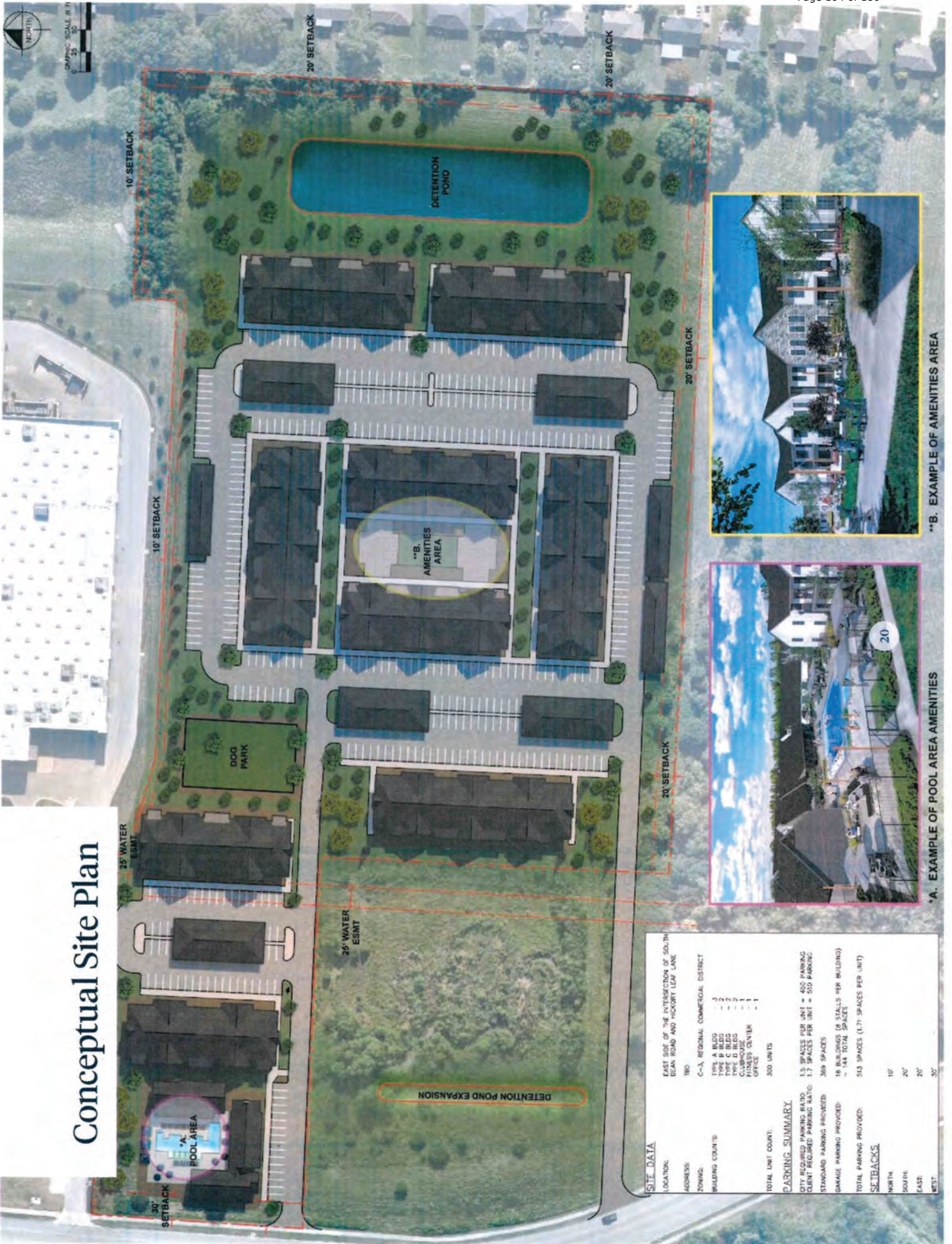
Thanks,
Katie Jardieu, GISP

City Planner
City of Raymore | 100 Municipal Circle
(816) 892-3016 | kjardieu@raymore.com



[Quoted text hidden]

Conceptual Site Plan



SITE DATA

LOCATION: EAST SIDE OF THE INTERSECTION OF SOUTH DEAN ROAD AND HICKORY LEAF LANE

ADDRESS: TBD

ZONING: C-1, REGIONAL COMMERCIAL DISTRICT

BUILDING COUNTS:

TYPE A BLDGS	3
TYPE B BLDGS	2
TYPE C BLDGS	2
TYPE D BLDGS	1
PLANNING CENTER	1
OFFICE	1

TOTAL UNIT COUNT: 300 UNITS

PARKING SUMMARY

QTY REQUIRED PARKING RATE: 1.5 SPACES PER UNIT = 450 PARKING

QTY REQUIRED PARKING RATE: 1.7 SPACES PER UNIT = 510 PARKING

STANDARD PARKING PROVIDED: 369 SPACES

GARAGE PARKING PROVIDED: 18 BUILDINGS (8 STALLS PER BUILDING) = 144 TOTAL SPACES

TOTAL PARKING PROVIDED: 513 SPACES (1.71 SPACES PER UNIT)

SETBACKS

NORTH	10'
SOUTH	20'
EAST	20'
WEST	30'



*A. EXAMPLE OF POOL AREA AMENITIES



**B. EXAMPLE OF AMENITIES AREA

Conceptual Rendering



VIEW LOOKING AT TYPICAL 3-STORY APARTMENT BUILDING FRONT ELEVATION



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Aug. 9, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3644: Sendera Rezoning

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.2.4: Provide quality, diverse housing options

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: July 20, 2021
Action/Vote: Approve 5-4

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Memorandum of Understanding
Preliminary Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Brad Kempf, representing Clayton Properties Group Inc. and property owner Great Plains Real Estate Development LLC, is requesting to reclassify the zoning of 135 acres located south of Hubach Hill Road, east of Brook Parkway, from "R-1P" Single-Family Residential Planned District to "PUD" Planned Unit Development District. A reclassification of zoning to PUD includes a preliminary plan for the Sendera subdivision, a proposed 430-lot single-family residential community.

At its July 20, 2021 meeting the Planning and Zoning Commission voted 5-4 to recommend approval of the rezoning.

BILL 3644

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1P" SINGLE FAMILY RESIDENTIAL PLANNED DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 135 ACRE TRACT OF LAND LOCATED SOUTH OF HUBACH HILL ROAD, EAST OF BROOK PARKWAY, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on July 20, 2021, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on August 9, 2021, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

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

Section 2. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "R-1P" Single-Family Residential District to "PUD" Planned Unit Development District, for the following property:

A TRACT OF LAND SITUATED IN PART OF THE NORTHEAST QUARTER OF SECTION 29 AND PART OF THE NORTHWEST QUARTER OF SECTION 28 OF TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 02 DEGREES 31 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 28, 40.00 FEET; THENCE NORTH 87 DEGREES 02 MINUTES 37 SECONDS WEST 17.94 FEET; THENCE SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 54.59 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 07 DEGREES 21 MINUTES 09 SECONDS EAST; THENCE SOUTH 18 DEGREES 56 MINUTES 11 SECONDS EAST, 23.41 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 330.00 FEET AND AN ARC LENGTH OF 126.09 FEET; THENCE SOUTH 02 DEGREES 57 MINUTES 23 SECONDS WEST, 385.72 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1280.00 FEET AND AN ARC LENGTH OF 780.00 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 23.65 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 1249.14 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 3065.00 FEET AND AN ARC LENGTH OF 1876.77 FEET; THENCE SOUTH 87 DEGREES 12 MINUTES 45 SECONDS EAST, 47.30 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 36 SECONDS EAST, 2656.75 FEET; THENCE NORTH 87 DEGREES 22 MINUTES 52 SECONDS WEST, 2594.91 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN HUBACH HILL ROAD, EXCEPT THAT PART CONVEYED TO CITY OF RAYMORE BY MISSOURI SPECIAL WARRANTY DEED FILED AUGUST 25, 2010 AS DOCUMENT NO. 460850 IN BOOK 3375 AT PAGE 789.

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 9TH DAY OF AUGUST, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF AUGUST, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: August 9, 2021
Re: **Case #21017 Sendera Subdivision - Rezoning R-1P to PUD and Preliminary Plan**

GENERAL INFORMATION

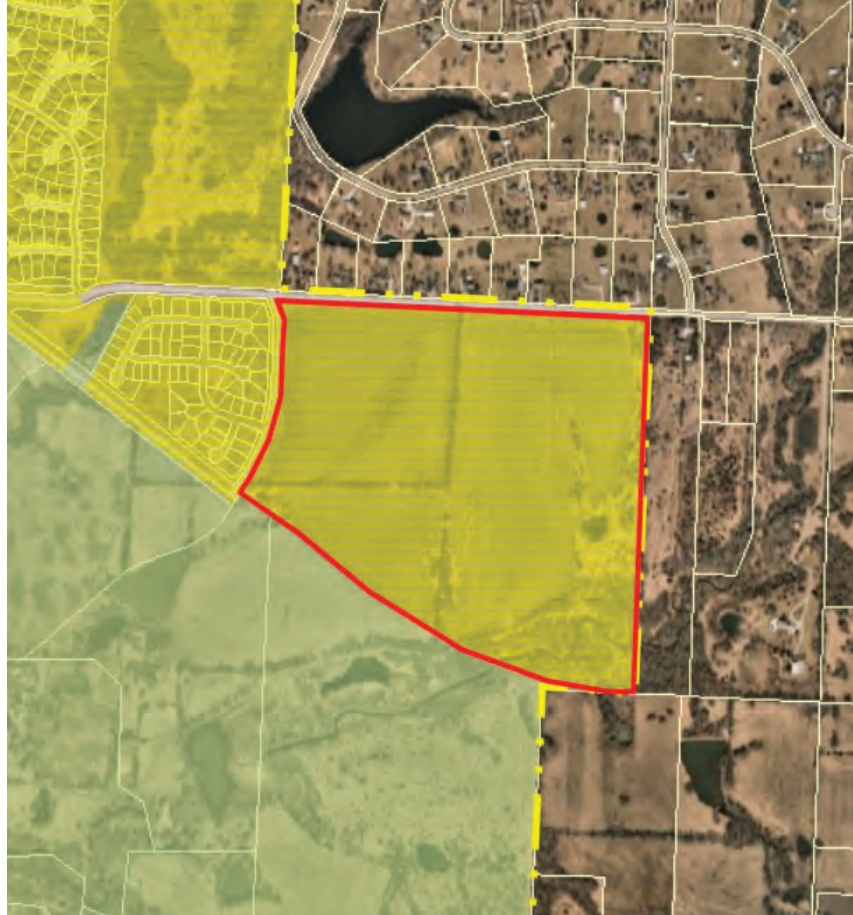
Applicant: Brad Kempf
Clayton Properties Group, Inc
120 SE 30th Street
Lee's Summit, MO 64082

Requested Action: Request to rezone existing R-1P to PUD zoning designation of 135± acres

Property Location: Generally located south of Hubach Hill Road, east of Prairie View of the Good Ranch Subdivision



Existing Zoning: "R-1P" Single-Family Planned Residential District



North: Unincorporated Cass County and R-1P (Single Family Residential)
East: Unincorporated Cass County
South: A (Agricultural District) and unincorporated Cass County
West: R-1P (Single Family Planned Residential)

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Low Density Residential.

Major Street Plan: The Major Thoroughfare Plan Map classifies Hubach Hill Road as a Minor Arterial and Brook Parkway as a Minor Collector.

Legal Description: A TRACT OF LAND SITUATED IN PART OF THE NORTHEAST QUARTER OF SECTION 29 AND PART OF THE NORTHWEST QUARTER OF SECTION 28 OF TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 02 DEGREES 31 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 28, 40.00 FEET; THENCE NORTH 87 DEGREES 02 MINUTES 37 SECONDS WEST 17.94 FEET; THENCE SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 54.59 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 07 DEGREES 21 MINUTES 09 SECONDS EAST; THENCE SOUTH 18 DEGREES 56 MINUTES 11 SECONDS EAST, 23.41 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 330.00 FEET AND AN ARC LENGTH OF 126.09 FEET; THENCE SOUTH 02 DEGREES 57 MINUTES 23 SECONDS WEST, 385.72 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1280.00 FEET AND AN ARC LENGTH OF 780.00 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 23.65 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 1249.14 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF

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Advertisement: July 1, 2021 **Journal** newspaper
July 22, 2021 **Journal** newspaper

Public Hearing: July 20, 2021 Planning Commission meeting
August 9, 2021 City Council meeting

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

REQUEST

Applicant is requesting to rezone the approximately 135-acre parcel from the existing “R-1P” Single-family Residential Planned District to “PUD” Planned Unit Development District to establish lot width, lot size, side-yard building setback, and lot coverage standards to allow for a mixture of single-family homes in the proposed Sendera subdivision development. A reclassification to a PUD district requires the concurrent submittal of a preliminary plan.

REZONING REQUIREMENTS

Section 415.060 and Section 470.050 of the Unified Development Code outline the applicable requirements for Zoning Map amendments.

Section 415.060 PUD, Planned Unit Development District

A. General Purpose and Description

The PUD, Planned Unit Development District is a special purpose district that is intended to encourage the unified design of residential, commercial, office, professional services, retail and institutional uses and facilities or combinations thereof in accordance with an approved comprehensive development plan. This district provides for flexibility in the design of buildings, yards, courts and circulation in exchange for the provision of platted common open space, amenities and design excellence.

B. Review Procedure

The procedure for review of applications for planned unit developments will be as set forth in Section 470.050.

C. Allowable Uses

The Planned Unit Development District may be established exclusively for residential, commercial or industrial development or any combination of these uses. Each use category must be listed on the PUD plans and approved by the Planning and Zoning Commission and the City Council.

D. District-Specific Design Standards

1. Maintenance of Overall Density

The Planning and Zoning Commission and City Council may designate divisible geographic sections of the entire parcel to be developed as a unit, and may, in such a case, specify reasonable periods within which developments of such unit must be commenced. In the case of residential planned unit developments, the Planning and Zoning Commission may permit in each unit deviations from the number of dwelling units per acre established for the entire planned development, provided such deviation will be adjusted for in other sections of the development so that the number of dwelling units per acre authorized for the entire planned development is not increased.

2. Adequate Circulation System

- a.** The site must be accessible from public roads that are adequate to carry the traffic that will be imposed upon them by the proposed development, and the streets and driveways on the site of the proposed development must be adequate to serve the residents or occupants of the proposed development.
- b.** A traffic study shall be submitted with the rezoning application in order to determine impacts of the proposed development and necessary improvements to the transportation system. The traffic study shall take into consideration the Transportation Plan of the City of Raymore. The Director of Public Works shall review the traffic study and make a recommendation to the Planning and Zoning Commission and City Council regarding necessary improvements to the transportation system.

3. Adequate Public Services

The development must not impose an undue burden upon public services and facilities, such as fire and police protection and public infrastructure. The development must make adequate provisions for resulting additional system demands imposed by the development upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage and wastewater treatment. The developer must make arrangements and will furnish such performance bonds, escrow deposits or other guarantees as may be determined by the City to be reasonably required to assure consistency of the development with the City's Growth Management Plan and with this subsection.

4. Additional Buffering

When a commercial or industrial use within a Planned Unit Development district abuts a residential zoning district, a landscape buffer in compliance with Section 430.080C1 shall be provided. If the residential zoning district and the commercial or industrial use are separated by a street right-of-way, a 10 foot wide landscaped buffer containing trees, shrubs and evergreens must be provided along the residential side of the right-of-way line. The applicant must provide for perpetual maintenance of the landscape buffer containing trees, shrubs and evergreens.

E. Additional Requirements

1. Operational Performance Standards

All uses in the planned unit development district must comply with the operational performance standards in Section 440.020.

2. Outdoor Storage, Display and Work Areas

- a.** All residential uses allowed in the PUD must comply with the requirements of Section 405.040E.
- b.** All business, commercial or industrial uses allowed in the PUD must comply with the requirements of Section 410.040B.

3. Bulk and Dimensional Standards

Bulk and dimensional standards shall be established by the Planning and Zoning Commission and City Council as part of the zoning map amendment process.

Section 470.050 Planned Unit Development (PUD)

A. Purpose

The purpose of a Planned Unit Development (PUD) District is to encourage the unified design of residential, commercial, office, professional services, retail and institutional uses and facilities or combinations thereof in accordance with an

approved comprehensive development plan. This district provides for greater flexibility in the design of buildings, yards, courts, and circulation that is provided by other districts.

B. Pre-Application Conference

Prior to filing an application for a planned unit development, the applicant must attend a pre-application conference in accordance with Section 470.010B.

C. Preliminary Plan Applications

An application for a planned unit development may be obtained from the Development Services Director. The application must be completed in its entirety in accordance with Section 470.010C and filed with the Development Services Director so that a public hearing date can be established in accordance with Section 470.010E.

D. Memorandum of Understanding

A Memorandum of Understanding (MOU) shall be prepared for all Planned Unit Development applications. The MOU will be prepared by the City and included with the application when submitted to the Planning and Zoning Commission for consideration. The applicant shall sign the MOU prior to submittal of the application of the City Council.

E. Preliminary Plan Procedure *(Amendment 16 – Ordinance 2013-056 8.26.13)*

1. Planning and Zoning Commission Public Hearing

All proposed planned unit development applications must first be submitted to the Planning and Zoning Commission for review and recommendation. The Planning and Zoning Commission will hold a public hearing on the application in accordance with Section 470.010E. The public hearing must be held at the next regular meeting of the Planning and Zoning Commission for which the application may be scheduled given public notice deadlines, unless the applicant has consented to an extension of this time period. The Development Services Director or other appointed official as designated by the Planning and Zoning Commission must prepare a written summary of the proceedings, and give notice of the hearing as provided in Section 470.010E.

2. Planning and Zoning Commission Recommendation

Upon conclusion of the public hearing, the Planning and Zoning Commission will submit a recommendation to the City Council to approve, approve with modifications or disapprove the proposed planned unit development preliminary plan. If a motion on an application fails, the Planning and Zoning Commission shall be required to propose and vote on a counter motion on the application. If a tie vote of the Commission, or if no majority vote of the full membership of the Commission can be obtained on a recommendation to be made, the application will be forwarded to the City Council with no recommendation. The Commission must submit its recommendation along with a record of the public hearing thereon, to the City Council. The Planning and Zoning Commission may include reasonable conditions as a part of its recommendation.

3. City Council Action

Upon receipt of the recommendations of the Planning and Zoning Commission, the City Council must within 60 days consider the application and recommendations of the Planning and Zoning Commission. The City Council may approve or modify the recommendations of the Planning and Zoning Commission and may approve, approve with modifications or disapprove the preliminary plan with or without conditions. In the event the application is not acted upon by the City Council within 120 days following receipt of the recommendations of the Planning and Zoning Commission, and unless the applicant has consented to an extension of time, the application will be deemed denied.

4. Protest

In the event that a protest petition against any application for a planned unit development is presented to the City Clerk prior to the date scheduled for the City Council to take action and is properly signed and notarized by the deeded owners of 30 percent or more of the areas of the land (exclusive of streets and alleys) included in such proposed change, or within an area determined by lines drawn parallel to and 185 feet distant from the boundaries of the district proposed to be changed, such amendment will not become effective except by the favorable vote of two-thirds of all the members of the City Council.

F. Findings of Fact

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

1. the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;

2. the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;
3. the nature and extent of common open space in the PUD;
4. the reliability of the proposals for maintenance and conservation of common open space;
5. the adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan;
6. whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;
7. whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;
8. whether potential adverse impacts have been mitigated to the maximum practical extent;
9. whether the preliminary development plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional Unified Development Code; and
10. the sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.

G. Effect of Preliminary Development Plan Approval

Approval of the Preliminary Development Plan constitutes approval of a preliminary plat. A preliminary plat review fee is not required.

H. Status of Preliminary Development Plan After Approval

1. The applicant and the applicant's agent will be given written notice of the action of the City Council.
2. Approval of a preliminary development plan does not qualify as a plat of the planned unit development for recording purposes.
3. An unexpired approved preliminary development plan, including one that has been approved subject to conditions provided that the landowner has not defaulted on or violated any of the conditions, may not be modified or revoked by the City without the consent of the landowner.
4. Prior to final plat approval, a landowner may choose to abandon a plan that has been given preliminary approval provided that the Planning and Zoning Commission is notified in writing.
5. Major changes in the planned unit development may be made only if an application to amend the approved preliminary plan has been approved by the City. The application to amend an approved preliminary plan shall be submitted and reviewed in accordance with the provisions of Section 470.050. What constitutes a major change is determined by the Development Services Director, but would include changes to the land use, street layout, and substantial change in building location or design.

I. Expiration of Preliminary Plan Approval

1. In the event the landowner fails to file an application for final plat approval within one year after final approval of the Preliminary Development Plan has been granted then such approval will expire.
2. In the event the landowner fails to file a subsequent application for final plat approval in accordance with the approved phasing schedule then such approval will expire.
3. For good cause shown, the expiration date may be extended by the City Council. The request for extension may be made by letter to the Development Services Director and will be considered only if received before the expiration date of the approval. The Development Services Director will forward the request to the City Council for consideration at its next available meeting.
4. If the approval of the preliminary development plan for a phased development expires after the completion of one or more phases, the preliminary development plan will remain in full effect as to those portions of the development that are subject to final plats in which the developer has acquired vested rights, but the remaining portions of the preliminary development plan will expire.
5. No action by the City will be necessary to cause the approval to expire. Its expiration will be considered a condition of the original approval. After the expiration date or extended expiration date, no application for final plat or for other development activity on the site will be considered until a new preliminary development plan has been approved.

6. After expiration of a preliminary development plan or any portion thereof, the PUD will remain in effect for the affected property, but further development on the property will require the approval of a new preliminary development plan, in accordance with the procedures and standards in effect at the time of the new application. If a preliminary development plan has expired as to part of a phased development, consistency with the developed parts of the preliminary development plan will be an additional criterion for consideration of a new proposed preliminary development plan.
7. Approval of a preliminary development plan does not, in itself, vest any rights.

J. Final Plat Application

After approval of a preliminary plan and prior to the issuance of any building permit or zoning certificate, an application for a final plat may be obtained from the Development Services Director. The application must be completed in its entirety in accordance with Section 470.010C and filed with the Development Services Director. The final plat may include the entire planned unit development or may be for a unit or section thereof as set forth in the approval of the preliminary plan. The application must include covenants, easements, conditions and form of performance bond as set forth in the approval of the preliminary plan and in accordance with the conditions established in this Code.

K. Contents of the Final Plan

The final plan must include all information required for final plats in accordance with Section 470.130.

L. Final Plan Procedure

Final Plans will be approved and recorded according to the final plat procedure of Section 470.130.

M. Effect of Approval

All final plans filed will:

1. be binding upon the applicants, their successors and assigns;
2. control the issuance and validity of all building permits; and
3. limit the construction, location, use and operation of all land, land improvements and structures to be located on the subject site.

N. Enforcement and Modification of Final Development Plans

To further the mutual interest of the residents and owners of the planned unit development and of the public in the preservation of the integrity of the plan, as finally approved, and to insure that modifications, if any, in the plan will not impair the reasonable reliance of the said residents and owners upon the provisions of the plan, nor result in changes that would adversely affect the public interest, the enforcement and modification of the provisions of the plan as finally approved, whether recorded by plan, covenant, easement or otherwise, will be subject to the following provisions:

1. Enforcement by the Municipality

The provisions of the plan relating to:

- a. the use of land and the use, bulk, and location of buildings and structures;
- b. the quality and location of common open space;
- c. the intensity of use or the density of residential units will run in favor of the municipality and will be enforceable in law or in equity by the municipality, without limitation on any powers or regulation otherwise granted the municipality by law; and
- d. the owner(s) will be responsible for the payment of attorney's fees, costs, and expenses incurred by the City in its' successful enforcement of the provisions of the plan.

2. Enforcement by the Residents and Owners

All provisions of the plan will run in favor of the residents and owners of the planned development, but only to the extent expressly provided in the plan and in accordance with the terms of the plan, covenant, easement or otherwise may be enforced by the law or equity by said residents and owners, acting individually, jointly or through an organization designated in the plan to act on their behalf; provided, however, that no provisions of the plan will be implied to exist in favor of residents and owners of the planned unit development except as to those portions of the plan which have been finally approved and have been recorded.

3. Modification by the City

All those provisions of the plan authorized to be enforced by the City under paragraph (1) of this section may be modified, removed or released by the City (except grants or easements relating to the service or equipment of a public utility unless expressly consented to by the public utility), subject to the following conditions:

- a. No such modification, removal or release of the provisions of the plan by the municipality will affect the rights of the residents and owners of the planned unit development to maintain and enforce those provisions, at law or equity, as provided in paragraph (2) of this section.
- b. No modification, removal or release of the provision of the plan by the municipality will be permitted except upon a finding by the municipal authority, following a public hearing called and held in accordance with the provisions of this section; that the same is consistent with the efficient development and preservation of the entire planned unit development and does not adversely affect either the enjoyment of the land abutting upon or across a street from the planned unit development for the public interest; and is not granted solely to confer a special benefit upon any person.

4. Modification by the Residents

Residents and owners of the planned unit development may, to the extent and in the manner expressly authorized by the provision of the plan, modify, remove or release their rights to enforce the provisions of the plan, but no such action will affect the right of the municipality to enforce the provisions of the plan in accordance with the provisions of paragraph (1) of this section.

O. Amendments

A planned unit development district ordinance or any approved preliminary development plan may be amended in the same manner prescribed in this chapter for approval of the initial preliminary plan. Application for amendment may be made by the subdivision developer, homeowner's association or 51 percent of the owners of property within the PUD.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. On June 23, 2008, City Council approved Ordinance #28055, establishing the Hubach Hill Road and North Cass Parkway Community Improvement District (CID). The Sendera subdivision is located within the CID.
2. Prairie View of the Good Ranch was rezoned from "A" Agricultural District to "R-1P" Single Family Residential Planned District on October 10, 2005. The Planned District allowed for a reduction in the minimum lot depth from 120 feet down to 100 feet; allowed for a reduction in the minimum rear yard building setback from 30 feet down to 25 feet; and allowed for a reduction in the minimum side yard building setback from 10 feet down to 8.3 feet.
3. In 2015 the Planned District requirements for Prairie View of the Good Ranch were adjusted as follows: the minimum lot size was reduced from 8,400 square feet down to 7,200 square feet; the minimum lot width was reduced from 70 feet down to 60 feet; the minimum front yard building setback was reduced from 30 feet down to 25 feet; and the minimum side yard building setback was reduced from 8.3 feet down to 6 feet.
4. In 2006 the subject property was rezoned from "A" Agricultural District to the current "R-1P" Single-Family Residential District. The preliminary plat for The Estates of The Good Ranch, was approved in 2007 and remains a valid preliminary plat. A total of 343 lots were proposed. The subdivision contained two distinct areas: on the

west side were narrow, smaller lots for villas and on the east were the larger, standard R-1 sized lots,

5. On July 12, 2021, by a 7-1 vote, the City Council approved on 1st reading the proposed modification of development standards applicable to the 65 acres proposed for the Saddlebrook subdivision on the north side of Hubach Hill Road, east of the Stonegate Subdivision. 2nd reading on the modifications to the development standards, and consideration of the preliminary plat, are scheduled for July 26.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Wednesday, June 16, 2021 in Council Chambers at City Hall. 18 people attended, of which 3 were identified as Raymore residents. Most individuals attending were residents of the Dutchman Acres subdivision. Applicant Kyle Jones and Tiffany Ford of Summit Homes and Project Engineer Doug Ubben, Jr. also attended to make the presentation and answer questions and concerns. City Planner Katie Jardieu represented City staff. The comments below provide a summary of the meeting:

Summit Homes began the meeting by briefly explaining the project. The project is a mix of three product types with an overall density of 3.2 units per acre. The Colony is a 2-car garage product. The Enclave is a single and two story product with a 2-car garage. The Trailside is the third product type and is a single and two story product with a 3-car garage. In general the site drains from North to South and there will be onsite detention. Construction will start at the amenity area in the center of the project and then radiate out. The amenities include a clubhouse, pool, play field and hopefully a dog park at one end. The product strives to create a sense of community.

Attendees had the following questions regarding the project:

Q: What is the smaller lot width? The plans don't show that neighbors will only be 10 feet away. My daughter lives in a place like that and it is close.

40' and 48'

Q: Will any of the products be available anywhere within the subdivision?

No each product is available in a respective area. You can see this type of development and the more narrow lots in Eastbrooke at Creekmoor, Overland Park - Southpointe, Lee's Summit Osage

Q: What was the original number of lots approved?

343 lots

Q: Why increase density?

We are looking to provide various product types so that people have a mix within the subdivision and more choice when looking for a home.

Q: Headlights are going to hit us.

Summit responded saying they can add additional trees to help.

Q: What is the market for these homes?

The market is demanding this. We are trying to build homes for the workforce. A \$300,000 home has an income of no more than \$130,000. To build a home that people can afford we have to make smaller lots to account for the needed infrastructure. This product also has higher end homes, we want a community that incorporates all of it.

Q: I don't think this type of person is coming to Raymore.

In Overland Park, at 179th so not very far, a similar project of ours was sold out in 1 day. That was real contracts in hand and not just speculative. The majority of Eastbrooke is already sold as well.

Q: What is the projected construction timeframe?

It is a bit too soon but we will submit construction plans after approval. Infrastructure can take 6 months to a year but 1-2 yrs for houses.

Q: What is the market saying for post pandemic? Will there be a correction in the market? What if there is another 2008 recession?

We have 9 companies and we have done our best through Berkshire Hathaway to account for that. The plan is associated with the zoning so changes to it would require us to go through this process again for approval.

Q: Would it be possible to be reconfigured to have the larger lots up at Hubach Hill? Is this going to be contoured or tiered or leveled?

There will be grading but follow contours. The trees are majority to the south near the floodplain and will be preserved.

Q: This doesn't lend itself to tree shade because there is so little yard to actually have a tree?

We understand this isn't for everyone but this gives an option for people.

Q: People don't want big homes next to smaller homes?

We aren't projecting that people want this, we have these communities and they are selling and they have swings and options in pricing.

Q: What is your oldest development?

Early 2000's Stoney Creek in Lee's Summit, price is \$300 up and one just sold for \$800,000. Over 800 homes.

Q: In the community area there look to be soccer fields, will this only be for community?

Yes and it would be managed by the HOA.

Q: Traffic will be a nightmare. How will this be handled?

This traffic was accounted for and the engineering is there to show that.

Q: Where will you start?

Amenity area will be first. Then a loop around going South, then on the northern side of the amenity area going straight West. The property will be developed from the center out. All 3 home types and price points will be started at once.

Q: What do you plan for your buffers for perimeter roads?

That is the purpose of the landscape buffer and will range from green giant, deciduous trees, and some berming.

Q: Will there be sidewalks?

Yes and it will be Over 60' from street to lot line along Hubach Hill Road.

Q: We would want berming and such off of Lucy Webb?

Yes we plan to do that and create a streetscape.

Q: When will that landscaping go in?

As the houses and phasing is done

Q: What is the phasing?

8 phases potentially

Q: 3 car garages where?

Product A will have 3 car garages.

STAFF COMMENTS

1. The request to reclassify the zoning of the property to "PUD" Planned Unit Development District, allows for the land to be divided into distinctive geographic areas (the three product areas) differentiated by lot sizes and home sizes. The

PUD allows for flexibility in the design of buildings, yards, courts and circulation in exchange for the provision of platted common open space, amenities and design excellence.

2. The requirements specific to PUD districts, outlined in Section 415.060 and Section 470.050 of the Unified Development Code (UDC), have been complied with. An adequate circulation system is provided; a traffic study was completed as part of the Hubach Hill Road improvements completed in 2010; there are adequate public services to serve the development; and buffering has been provided along Hubach Hill Road and Brook Parkway.
3. The subject property is part of the Good Ranch Master Planned Community and has been planned for residential development since 1994.
4. The Future Land Use Plan map of the Growth Management Plan designates low density residential as the appropriate land use. Low density residential allows up to 4 dwelling units per acre.
5. The request for the PUD zoning designation requires submittal of a preliminary plan. The preliminary plan establishes the location of the various “pods” of the subdivision and determines where the “narrow” lots can be located. Any future modifications to the preliminary plan would require approval from the City Council.
6. The following subdivisions have been approved for R-1P and PUD zoning that allows for single family homes on smaller lots with reduced lot widths and reduced side yard setbacks, as is the housing trend in the Kansas City area:

	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft)	Minimum Side Yard Setback (ft)	Density of Subdivision (dwelling units/acre)
Eastbrooke at Creekmoor	4,500	40	5	3.99
Saddlebrook (proposed)	4,500	45	5	2.65
<i>Sendera (proposed)</i>	<i>4,800</i>	<i>40</i>	<i>5</i>	<i>3.17</i>
Park Side	6,000	50	7	2.06
Morningview	5,000	50	5	4.62
Ramblewood	6,000	50	5	2.37
Shadowood	6,000	50	6	2.56
Alexander Creek	6,000	60	5	2.57
Chateau Place	6,600	50	5	4.0
Prairie View of The Good Ranch	7,200	60	6	1.86

7. The uses permitted in the proposed PUD district are single-family detached homes.

8. The current “P” overlay district development standards applicable to the property and the proposed modifications of the development standards are shown below:

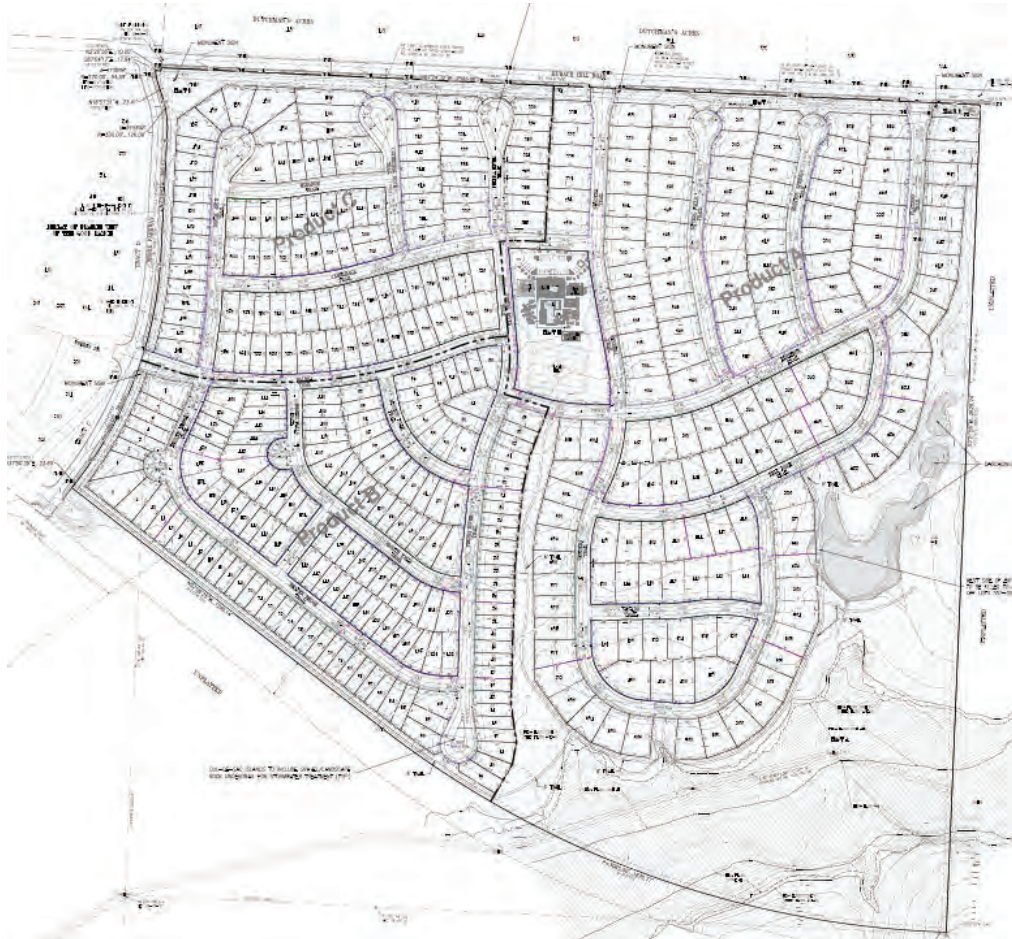
	CURRENT R-1P	PROPOSED PUD
Minimum Lot Area		
square feet	6,600	4,800
Minimum Lot Width (feet)	55	40
Minimum Lot Depth (feet)	100	100
Yards, Minimum (feet)		
front	25	25
rear	25	20
side	10% of lot width, 5ft min	5ft
side, corner lot	20	15
Maximum Building Height (feet)	35	35
Maximum Building Coverage (%)	42.2	40

9. There are 3 distinct geographic areas within the proposed Sendera subdivision of differing lot sizes and lot widths.

	Proposed # of Lots	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft)
Product A (Trailside)	160	9,100	70
Product B (Colony)	160	4,800	40
Product C (Enclave)	110	5,760	48

10. The subject property is located within the territorial area of the Cass County Public Water Supply District #10. The applicant is aware that the entire Subdivision will be served water by Water District #10 and has begun coordination with the Water District.
11. The rezoning request, including the preliminary plan, was submitted to the administration of the Raymore-Peculiar School District for review and comment. The school district indicated they were “aware of the development”.
12. The rezoning request, including the preliminary plan, was submitted to the South Metropolitan Fire Protection District. Comments provided by the District were incorporated into the submitted preliminary plan.
13. The subdivision adjacency requirements of the Unified Development Code have been met for the existing lots in The Prairie of the Good Ranch Subdivision. The adjacency requirements do not apply to the lots within the Dutchman Acres subdivision to the north because the lots are not located within the City limits.
14. The conceptual plan for Sendera that was shared as part of the Good Neighbor meeting proposed 428 single-family dwellings with a minimum 40’ lot width and

three housing product types. The housing was concentrated around the amenity area at the center of the subdivision. This conceptual plan was slightly modified after the meeting by incorporating the teardrop cul-de-sac design on most cul-de-sacs, adding a street connection, and increasing the lot count to 430, and was submitted as the preliminary plat.



15. Hubach Hill road was improved to minor arterial standards in 2010. The proposed subdivision is located within the Hubach Hill & North Cass Parkway Community Improvement District, which provided funding for the road improvements. A property tax assessment to reimburse costs associated with the construction of Hubach Hill road will be added to all lots established within the proposed subdivision.

16. Design for the Hubach Hill improvements utilized the City land use plan designations to set trip generation counts for properties that would connect to, or be served by, the roadway. The road is designed to support full development of the subject property at 4 dwelling units per acre, which is a higher density than the 3.17 units per acre proposed in the subdivision. The road is also designed to handle development of the remaining parcels of land in The Good Ranch as well as traffic from land areas further east.

17. The Estates of The Good Ranch Master Development Agreement, approved by the City in 2014, establishes the requirements for stream buffer protection and stormwater management for any development upon the subject property. The agreement is binding upon the current land owner and any successors. The proposed preliminary plan complies with the development agreement.
18. The Good Ranch Memorandum of Understanding established the requirements for park land dedication for any development within The Good Ranch. The park land dedication requirement for the proposed subdivision is met through the dedication of the identified tracts on the land use plan reserved for open space and parkland. There is a 137 acre tract of land to the southwest of the subdivision that is reserved for open space and a future park.
19. A total of 36.74 acres, or 27%, of the entire site is provided as common open space to be maintained by the Homeowner's Association.
20. The preliminary plan identifies amenities proposed for the subdivision:
 - a. Clubhouse
 - b. Swimming pool
 - c. Playground
 - d. Sport courts
 - e. Playing fields
 - f. Walking trails
 - g. Buffer areas along Hubach Hill Road and Brook Parkway
 - h. Cascading pools for stormwater control
21. A Memorandum of Understanding has been prepared for the subdivision. The MOU outlines the requirements and responsibilities of the City and of the developer. The MOU outlines the timing for construction of all public improvements and amenities.

ENGINEERING DIVISION RECOMMENDATION

See attached memorandum.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

- 1. the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;**

The Growth Management Plan identifies this property as appropriate for low density residential development, defined as detached single-family residential. The strategic plan also outlines the goal of housing diversity while maintaining a sense of community which this subdivision works to achieve with its centrally located amenity area. The

proposed zoning map amendment allows for various single family home products at a range of prices and affordability which aids in the goal of housing diversity..

2. the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;

The purpose of the PUD zoning is to allow flexibility in design in exchange for open space, amenities and design excellence. The three product mix accomplishes this while the central location and incorporation of the pool, play area, fields, and other amenities allows for central open space and circulation throughout the subdivision.

3. the nature and extent of common open space in the PUD;

The property totals 135 acres with approximately 36.74 acres being dedicated to open space. The amenities are centrally located in open space as well as cascading ponds that aid in filtering and draining water to the natural stream at the southeast of the property in another common open space. This accounts for approximately 27% open space for the entire property.

4. the reliability of the proposals for maintenance and conservation of common open space;

The Memorandum of Understanding outlines the maintenance of all common open spaces, helping to make sure that the space is preserved and well-kept.

5. the adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan;

The amount of common open space allows for a lower density of 3.17 units per acre. The layout of the open space also allows for a unique community feel as well as a purposeful mix of single family dwelling types that has not yet been developed in Raymore.

6. whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;

The layout and density of the proposed development lessens the previously accounted for traffic onto Hubach Hill Road providing better control of vehicular traffic. Brook Parkway will be extended through the north to create a north-south collector road connection between Lucy Webb Road and Hubach Hill Road. Additionally the traffic improvements completed in 2010 accounted for the future build-out of this area as single family homes. The extensive trail system and water features allow for ample light, air and community recreation and enjoyment throughout the property.

7. whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;

The physical character of the area in which the property is located is a mixture of rural residential to the east (not within the City of Raymore), rural residential to the north (Dutchman Acres, which is not within the City of Raymore), residential to the west (Prairie of the Good Ranch) and natural open space to the south. The property has been planned for residential development since 1994 and this proposal is less dense (3.17 units per acre versus the planned 4 units per acre) than the Growth management Plan

accounted for. Generally additional housing and amenities of this nature help to raise property values in adjacent neighborhoods rather than devalue them.

8. whether potential adverse impacts have been mitigated to the maximum practical extent;

The lots along Hubach Hill Road are oriented to face East/West and therefore the longest portion of the lot (96 feet to 218 feet in length) rather than the rear or front of a lot (40 feet to 70 feet in length) are across from unincorporated county lots. Landscape buffers and an 8 foot pedestrian walkway along Hubach Hill Road provide additional screening as well.

9. whether the preliminary development plan represents such a unique development proposal that it could not have accomplished through the use of (non-PUD) conventional Unified Development Code;

The purpose of the PUD zoning is to allow flexibility in design in exchange for open space, amenities and design excellence. The three product mix that is being proposed is not something Raymore has previously seen could not have been cohesively developed without a PUD rezoning. Additionally the central location and incorporation of the pool, play area, fields, and other amenities allows for central open space and creates a community that would not have prioritized the open space as a PUD rezoning does.

10. the sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.

The Memorandum of Understanding acts to outline the development of the property, ensuring that infrastructure, amenities and phases are completed according to an agreed upon schedule that prioritizes the necessary infrastructure, amenities and open space throughout construction.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	July 20, 2021	August 9, 2021	August 23, 2021

STAFF RECOMMENDATION

City staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21016, rezoning of the existing "R-1P" Single-Family Residential Planned District to "PUD" Planned Unit Development District for the approximately 135 acre property to be known as the Sendera subdivision, to City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its July 20, 2021 meeting, voted 5-4 to accept the staff proposed findings of fact and forward case #21017, rezoning of the existing "R-1P" Single-Family Residential Planned District to "PUD" Planned Unit Development District for the approximately 135 acre property to be known as the Sendera subdivision, to City Council with a recommendation of approval.

Memorandum

TO: Planning and Zoning Commission

FROM: Michael Krass, P.E. Director of Public Works and Engineering

DATE: July 20, 2021

RE: Proposed Sendera Rezoning & Preliminary Plat

The subject property is located on the south side of Hubach Hill Road, east of The Prairie of the Good Ranch subdivision.

Access to the site will be off of Brook Parkway, which is classified as a minor collector, and two entrances off of Hubach Hill Road respectively. Hubach Hill has been planned as a collector/arterial roadway by the City of Raymore from the time the property was annexed into the City in 1994. The road improvements were met to accommodate residential density of 4 units per acre. Sendera has a density of 3.17 units per acre which is less than the designed and built capacity of Hubach Hill Road based on the ITE Trip Generation Manual for single family homes.

In the early 2000's, Cass County developed the idea for the extension of North Cass Parkway, to be located south of the proposed development, which would serve as a limited access highway similar to 150 Highway and would connect Cass County Missouri, with Johnson County, Kansas. However, the proposal was met with considerable resistance from residents along the proposed corridor in Johnson County and as such, Cass County no longer has intention for North Cass Parkway to continue. Hubach Hill has been planned as a collector/arterial roadway as part of the original annexation of the Good Ranch property. Hubach Hill has been constructed as a collector/arterial roadway and has sufficient capacity for the traffic that will be generated byt the development, as well as future development of the area.

Water Service will be provided by Water District #10 which is aware of the development and is working with the developer regarding service.

Sanitary sewer exists on the southeastern boundary of the site and is of sufficient size and capacity to serve this development.

Storm Water runoff control will be handled by a combination of underground conduits and cascading ponds that filter to detention facilities in accordance with City Code. One of two detention ponds is offsite but served through a development agreement and easement for the property.

It is the opinion of the Engineering Department that the existing public and planned public facilities are adequate to support this development.



***Memorandum of Understanding
for
Sendera***

Legal Description Contained on Page 2

Between Clayton Properties Group Inc., Grantor,

and

**City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

August 23, 2021

MEMORANDUM OF UNDERSTANDING

Sendera

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE SENDERA SUBDIVISION is made and entered into this 23rd day of August 2021, by and between Clayton Properties Group, Inc. ("Sub-Divider") also being referred to herein as "Grantors"; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri ("City").

WHEREAS, Sub-Divider seeks to obtain approval from the City for a subdivision to be known as Sendera, proposed to be located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

The provisions of this MOU shall apply to the following described property:

A TRACT OF LAND SITUATED IN PART OF THE NORTHEAST QUARTER OF SECTION 29 AND PART OF THE NORTHWEST QUARTER OF SECTION 28 OF TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 02 DEGREES 31 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 28, 40.00 FEET; THENCE NORTH 87 DEGREES 02 MINUTES 37 SECONDS WEST 17.94 FEET; THENCE SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 54.59 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 07 DEGREES 21 MINUTES 09 SECONDS EAST; THENCE SOUTH 18 DEGREES 56 MINUTES 11 SECONDS EAST, 23.41 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 330.00 FEET AND AN ARC LENGTH OF 126.09 FEET; THENCE SOUTH 02 DEGREES 57 MINUTES 23 SECONDS WEST, 385.72 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1280.00 FEET AND AN ARC LENGTH OF 780.00 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 23.65 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 1249.14 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 3065.00 FEET AND AN ARC LENGTH OF 1876.77 FEET; THENCE SOUTH 87 DEGREES 12 MINUTES 45 SECONDS EAST, 47.30 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 36 SECONDS EAST, 2656.75 FEET; THENCE NORTH 87 DEGREES 22 MINUTES 52 SECONDS WEST, 2594.91 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN HUBACH HILL ROAD, EXCEPT THAT PART CONVEYED TO CITY OF RAYMORE BY MISSOURI SPECIAL WARRANTY DEED FILED AUGUST 25, 2010 AS DOCUMENT NO. 460850 IN BOOK 3375 AT PAGE 789.

PRELIMINARY DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as a Master Planned Detached Single Family Community in the manner shown on the PUD Preliminary Development Plan, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

- a. The zoning for the entire Property shall be "PUD" Planned Unit Development District.

- b. Land Use

1. Detached Single Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.

2. Accessory uses, including swimming pools, community clubhouses, playgrounds or other passive/active recreation items shall be permitted within common or open space areas.

3. Bulk and Dimensional Standards Table:

The following bulk and dimensional standards are established for each lot in the development:

Minimum Lot Area	4,800 sq. ft.
Minimum Lot Width	40 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	25 feet
Minimum Rear Yard	20 feet
Minimum Side Yard	5 feet
Minimum Side Yard, exterior	15 feet
Maximum Building Height	35 feet
Maximum Building Coverage	40%

4. Common Open Space and Amenities

- a. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Development Plan.
- b. The following amenities are provided in the Preliminary Development Plan:
 - i. Swimming Pool
 - ii. Clubhouse
 - iii. Playground
 - iv. Sport Courts
 - v. Playing fields
 - vi. Pool/Clubhouse/Playground parking area
 - vii. Walking trail
 - viii. Cascading ponds - Stormwater control/treatment
- c. A minimum of 20% of the overall development shall be provided in the form of common open space.

5. Landscaping & Screening

- a. Landscaped buffers, including berms, shall be provided in the common area tracts along Hubach Hill Road and along Brook Parkway.
- b. One yard tree shall be provided for each dwelling unit in the front yard of each dwelling unit. For corner lots, one yard tree is required per street frontage.
- c. All required landscaping shall comply with Chapter 430 of the Unified Development Code. No details as to plant location, type or size are required as part of the Preliminary Development Plan.
- d. A landscape plan for the common area tracts shall be submitted with the application for each phase of a final plat that is adjacent to Hubach Hill Road or Brook Parkway.
- e. All required buffer landscaping shall be installed prior to the issuance of any Certificate of Occupancy for any home within the corresponding phase of the final plat.

6. Parking

- a. Off-street Parking shall be provided for each home as follows:

Use	Minimum Parking Spaces Required
Single Family Dwelling	2 spaces per dwelling unit

- b. Off-street parking shall be provided on Tract E at the time the subdivision amenities in Tract E are constructed, as follows:

Use	Minimum Parking Spaces Required
Private Recreation Facilities	1 space for each 4,000 square feet of building area devoted to recreational use

PHASING SCHEDULE

1. The Preliminary Development Plan is being approved with a defined phasing plan.

FINAL PLATS

1. Sub-Divider may submit final plats and associated construction drawings to the City in phases.
2. Each final plat must comply with the bulk and dimensional standards included in this MOU.
3. Final plats shall be submitted in accordance with the Unified Development Code.
4. A final plat application shall be submitted within one year of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.

TRANSPORTATION IMPROVEMENTS

1. **Road Improvements**
 - a. All proposed roads shall be constructed as local roads with a fifty foot (50') right-of-way.
 - b. Hubach Hill Road and Brook Parkway were designed, and have been constructed, to provide access to the subdivision. No additional off-site road improvements are required.

- c. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted, the City will assume maintenance responsibilities of the roadways.

2. Pedestrian Improvements

- a. An eight-foot (8') trail is required along the south side of Hubach Hill Road. This trail shall be constructed as part of the installation of public improvements for the phase of the subdivision containing any lots that are adjacent to Hubach Hill Road.
- b. A five foot (5') sidewalk is required along the east side of Brook Parkway. This sidewalk shall be constructed as part of the installation of public improvements for the phase of the subdivision containing any lots that are adjacent to Brook Parkway.
- c. A five foot (5') sidewalk is required on all lots and common areas within the subdivision, and shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s), unit(s), or amenities the sidewalk is intended to serve.
- d. The six foot (6') trail that is identified on the preliminary plan shall be constructed as part of the installation of public improvements for the phase of the subdivision that contains a trail segment.-

3. Street Lights

- a. A street light plan shall be submitted by the Sub-Divider as part of the public infrastructure plans for each final plat phase that is constructed.
- b. All street lights in the final plat phase shall be fully operational prior to City Council acceptance of the public improvements for the final plat phase.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot and to the clubhouse building by the Sub-Divider. A sanitary sewer line shall extend to the exterior perimeter property line of the development to provide service to adjacent properties.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system

improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.

3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.
4. The Sub-Divider agrees to pay any applicable sewer connection fees and rate charges.
5. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and the Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the Cass County Public Water Supply District #10 and shall be served by the district.
2. All improvements to the water service system shall comply with the requirements of the Water District, the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Plan.
2. A final stormwater management plan is required to be submitted at the time public improvement construction plans are submitted for all the land area contained within the final plat phase.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building in the final plat phase.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

STREAM ASSESSMENT

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. The placement of the cascading pools and on-site stormwater management system is satisfactory to comply with the requirements of the stream assessment completed as part of the Master Development Agreement. The cascading pools and BMPs shall be completed prior to the issuance of any Certificate of Occupancy for the 1st phase of the subdivision.

OPEN SPACE AND AMENITIES

1. Private open space and amenities shall be provided in accordance with the approved Preliminary Development Plan. All privately owned open space, common areas, or amenities shall be constructed and maintained by the Sub-Divider or the projects Home Owners Association (HOA)
2. The following amenities were provided in the Preliminary Development Plan:
 - a. Clubhouse
 - b. Swimming pool
 - c. Playground
 - d. Sport courts
 - e. Playing fields
 - f. Walking trails
 - g. Buffer areas along Hubach Hill Road and Brook Parkway
 - h. Cascading pools for stormwater control
3. Prior to the full build-out of the subdivision, all amenities shown on the Preliminary Development Plan shall be constructed. Throughout the development process, amenities shall be constructed in accordance with the following phasing schedule:
 - a. **Pool, Clubhouse, Playground, Sport Courts, and Playing Fields** - Shall be constructed with Phase 1.
 - b. **Walking Trails** - Shall be constructed with the public improvements for the phase(s) of the development that contains a trail segment.
 - c. **Buffer Areas** - Shall be constructed with the public improvements for the phase(s) of the development that contains the buffer tract areas.
 - d. **Cascading Pools** - Shall be constructed with the public improvements for the first phase of the subdivision.

SIGNAGE

1. Subdivision entrance markers are permitted for the development in accordance with Chapter 435 of the Unified Development Code.

FLOODPLAIN

1. No portion of any platted lot shall encroach in the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work necessary for implementation of any stream enhancements required as part of the stream assessment for development.
 - c. Sanitary/storm sewer and trail construction.
3. Construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the floodplain area and to provide protection for existing tree canopy.

SOUTH METROPOLITAN FIRE PROTECTION DISTRICT

1. All requirements of the Fire Code adopted by the South Metropolitan Fire Protection District shall be complied with.

CASS COUNTY PUBLIC WATER SUPPLY DISTRICT #10

1. The subdivision is located within the territorial boundaries of the Cass County Public Water Supply District #10.
2. All City of Raymore requirements, and South Metropolitan Fire Protection District requirements, for hydrant placement, fire protection, water volume available, and water pressure, shall be complied with.

HUBACH HILL ROAD AND NORTH CASS PARKWAY COMMUNITY IMPROVEMENT DISTRICT

1. The subdivision is located within the boundaries of the Hubach Hill and North Cass Parkway Community Improvement District.
2. All lots located within the subdivision will be subject to any special assessment approved by the District Board for the life of the District.

STREET NAMES AND ADDRESSING

1. The City Addressing and Street Naming Policy shall be followed for the assignment of any street name on a final plat and for the assignment of addresses issued for all buildings in the subdivision. The City is solely responsible for the final designation of street names and addresses.
2. The street names included on the Preliminary Plan have been pre-approved by the City and are being reserved for use within the subdivision.
3. Official street names shall be finalized as part of the final plat review and recording process. The City shall verify and approve the final use of any street name placed upon a final plat prior to recording.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any improvements or the issuance of building permits for a Platted Area, Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of building permits, the Sub-divider shall install all public Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all public Improvements for each phase.
3. The Sub-Divider shall be responsible for the installation and maintenance of all improvements as shown on the approved engineering plans of the subdivision for a period of two years after acceptance by the City, in accordance with the City specifications and policies. Said plans shall be on file with the City and shall reflect the development of said subdivision. Said plans shall include but are not exclusive to the sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.

4. The Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Sub-Divider hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims to the extent arising from the construction of the public and amenity improvements located on Sub-Divider's property or from the City's inspection or lack of inspection of the plans, specifications and construction relating to the public and amenity improvements to be placed on the Sub-Divider's property. Sub-Divider hereby agrees to pay to the City all damages, costs and reasonable attorney's fees incurred by the City and its employees, officers and agents in defending said claims. This indemnity shall not apply to construction of residences or to any maintenance responsibilities of the City.

FEES, BONDS AND INSURANCE

1. The Sub-Divider agrees to pay to the City a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine the reasonableness of all costs, as presented.
2. The Sub-Divider agrees to pay the cost of providing streetlights in accordance with the approved street light plan. Once streetlights are accepted by the City as part of infrastructure acceptance, the City will assume maintenance responsibility for the lights.
3. The Sub-Divider agrees to pay the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.
4. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent

purchasers of the property. This Agreement shall not be binding upon individual lot owners (other than sub-divider).

3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title. This Agreement shall not be binding upon individual lot owners or lots (except for sub-divider and lots owned by it).
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Clayton Properties, Group Inc. at:

120 SE 30th Street
Lee's Summit, MO 64082

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

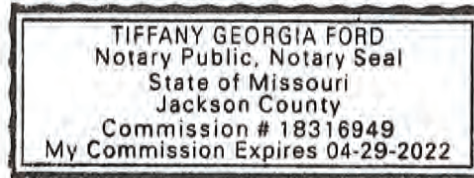
Erica Hill, City Clerk

Clayton Properties Group, Inc., DBA
Summit Homes

Bradley Kempf
Bradley Kempf - Assistant Secretary

Subscribed and sworn to me on this
the 26 day of July 2021
in the County of Missouri Jackson
State of Missouri.

Stamp:



Notary Public: Jeffery Borggruber My Commission Expires: 4.29.2022

PRELIMINARY PLAT OF
SENDERA
 A SUBDIVISION IN THE NE 1/4, SECTION 29 AND NW 1/4, OF SECTION 28, TOWNSHIP
 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI

EXHIBIT A

CALL-OUT-SITE ISLANDS TO INCLUDE GRAVE/LANDSCAPE
 ROCK (WITH ACCESSION LOG) SUBMITTER TREATMENT (ITP)



LEGAL DESCRIPTION:
 A PART OF THE NE 1/4 OF SECTION 29 AND THE NW 1/4 OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AS SHOWN ON THE PLAT OF THE SENDERA SUBDIVISION, RECORDED IN THE PUBLIC RECORDS OF CASS COUNTY, MISSOURI, IN BOOK 100, PAGE 100.

LEGEND:
 ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR AS NOTED.
 ALL CORNERS ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL EASEMENTS ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL UTILITY LINES ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL CONCRETE AREAS ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL ASPHALT AREAS ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL GRAVEL AREAS ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL SOIL AREAS ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL VEGETATION ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL UTILITIES ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL CONCRETE AREAS ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL ASPHALT AREAS ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL GRAVEL AREAS ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL SOIL AREAS ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL VEGETATION ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.
 ALL UTILITIES ARE TO BE MARKED WITH IRON PIPES OR IRON BOLTS.

PROPOSED SITE DATA TABLE:
 PROJECT NAME: SENDERA
 PROJECT NUMBER: 20-40-32
 PROJECT DATE: 08/09/2021
 PROJECT LOCATION: NE 1/4, SECTION 29 AND NW 1/4, SECTION 28, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI.

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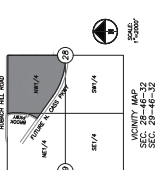
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Planning and Zoning Commission Meeting Minutes Excerpt July 20, 2021

7. New Business -

a. Case # 21017: Sendera - Rezoning and Preliminary Plat (*public hearing*)

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

Commissioner Mansur asked Development Services Director Jim Cadoret to confirm that the current case is # 21017, not # 21016 as stated in the Staff Report.

Mr. Cadoret noted that yes, that is correct, it is case # 21017.

Kyle Jones and Tiffany Ford of Summit Custom Homes came before the Commission to request rezoning and approval of the preliminary plat for the Sendera Subdivision. Mr. Jones highlighted that Hubach Hill is to the north of the property, and Brook Parkway runs along the west side of the development. There is undeveloped land to the south and east. The development is being proposed to have 430 lots on 135 acres, and there is currently an approved preliminary plat for the land, which is zoned R-1P. Mr. Jones stated that the rezoning request is to move the property from R-1P to PUD to allow for the three different product types that will be built on the property. On the east portion of the property, Product A will be built on 70ft wide lots, and there will be 130 of these lots available. Product B will be built in the southwest corner of the property on 45ft wide lots, of which there are 160. Product C will be built in the northwest section of the property on 48ft wide lots, where there are 110 lots available. There is a density of 3.2 units per acre, and in comparison, the current R-1P zoning allows a density of 5.2 units per acre. Hubach Hill Road was recently reconstructed, and was done so with the development of this acreage in mind, with a density of 4 units per acre. The road infrastructure is able to accommodate the traffic that may be generated by this development, since it was designed for a higher density per acre development than the current proposal. Stormwater will drain north to south and will drain into the creek on the southeast corner of the property. There are detention ponds on the east side of the property, and there is an easement on the southwest side of the property for a detention pond that is shown in the previously approved preliminary plat. The amenities are centrally located, including a pool, playing fields, and sport courts over a span of three acres. Next to Hubach Hill Road, there is a 40ft landscape buffer that will hold landscaping and berming to hide the homes from the road. This will also ensure headlights will not bleed into the neighborhood once it has been developed. Tiffany Ford of Summit Homes came to the podium to give an overview of the products that would be built in the Sendera community should this case be approved. The developers want this community to be unique, and will build the community in a modern desert neighborhood feel. The elevations will be modified to incorporate the desired look and feel. The three product lines are designed for different residents at different stages of life and income brackets, and all three product types will be built during the first phase along with the amenity area. Ms. Ford gave the highlights of the different products and amenities the developers are proposing to build in the Sendera development.

Development Services Director Jim Cadoret began the staff report by stating that the request is to rezone the existing R-1P to PUD zoning of approximately 135 acres. The surrounding areas are zoned R-1P to the north and west, unincorporated Cass County to the north, east, and south, and agricultural to the south. The Growth Management Plan designates this property as appropriate for Low Density Residential, up to 4 units per acre. The Major Thoroughfare Plan Map classifies Hubach Hill Road as a Minor Arterial and Brook Parkway as a Minor Collector. Mr. Cadoret read 6 items into record, including any additional exhibits as presented during the hearing. The request to go to the

Planned Unit Development District (PUD) was intentional because the zoning designation is flexible when it comes to lot sizing, lot width, setbacks, lot coverage areas, and a mix of home types. Mr. Cadoret stated that this property is currently known as The Estates of the Good Ranch, and was rezoned to the current R-1P in 2006. In 2007 the preliminary plat was established and approved and remains a valid preliminary plat. There were two distinct areas with one side being smaller lots for villas, and on the east side were larger standard R-1 sized lots. The property was included in the Hubach Hill and North Cass Parkway Community Improvement District (CID). The subject property is part of the Good Ranch Master Planned Community and has been planned for residential development since 1994. Any modifications to the preliminary plan would have to come back before the Planning Commission and the City Council. The PUD district being proposed allows for single-family detached homes. There is a reduction of lot size and width being requested, as well as a reduction of setbacks. The property is located within the area of the Cass County Public Water District #10, and the Raymore-Peculiar school district indicated they were aware of the new development. The preliminary plan was submitted to the South Metro Fire Protection District, and there will be two access roads to the development. The conceptual plan that was shared at the Good Neighbor meeting proposed 428 lots, but has since been modified to incorporate the teardrop cul-de-sac design on most of the cul-de-sacs and adding a street connection, which allowed an increase in the lot count from 428 to 430. Because the proposed subdivision is located within the Hubach Hill and North Cass Parkway CID, there will be a property tax assessment on all lots in this subdivision and The Prairie subdivision to the west that will help to reimburse the costs associated with the 2010 construction and improvement of Hubach Hill Road. The Estates of the Good Ranch Master Development Agreement establishes the requirements for stream buffer protection and stormwater management for any development on the subject property, which the proposed preliminary plan complies with. There is a 137-acre tract of land to the southwest of the subdivision that is reserved for open space and a future park. A total of 36.74 acres, or 27% of the property, is provided as common open space to be maintained by the Homeowner's Association.

Commissioner Bowie asked if the number of lots has changed?

Mr. Cadoret stated that the current preliminary plat for the Estates of The Good Ranch has 343 lots, which is still a valid preliminary plat. The applicant's proposal for the new subdivision, Sendera, is 430 lots.

Chairman Wiggins asked Raymore residents to come to the podium if they have any questions or comments.

Linda Benson, 1043 S Sunset Lane, Raymore MO 64083, came to the podium to comment that there are 3-acre lots to the north of Hubach Hill. Ms. Benson stated she is concerned about the 40ft wide lots which are narrower than most of the homes in Dutchman acres. She also mentioned that she is worried about Hubach Hill Road becoming damaged due to the traffic increase, and would like there to be larger lots on the south side of Hubach Hill. If this does not happen, Ms. Benson would like to see more landscape buffers in place to shield the subdivision from the road.

David Otis, representing the Good Ranch, stated that Good-Otis has the development to the west of this property, The Prairie of the Good Ranch. The lots in this subdivision are considerably larger than the lots being proposed for the Sendera development, although along the east side of the property near Brook Parkway, there is a heavy landscape buffer planned. Mr. Otis would like the landscape buffer being proposed by the developers of Sendera to be similar to the buffers being built by the developers of The Prairie along the west side.

Chairman Wiggins opened the meeting for non-Raymore residents to come to the podium for comments.

City Attorney Zerr clarified that Ms. Benson on S. Sunset Lane is technically outside of Raymore city limits.

Kathy Graves stated that they are the owners of the first home being built in Prairie View. There were several lots in the Prairie subdivision that were not large enough at 68' wide to accommodate the home they chose to have built. The developer was able to redraw the lots to 80' widths to be able to accommodate the home. The 40' wide lots in the Sendera subdivision are a concern, and the homeowners with the larger homes and lots in Sendera could not be happy to look down the street and find small lots in the same neighborhood. There should be larger lots to the south of Hubach Hill, but there should be wider lots to the west alongside the Prairie subdivision. Ms. Graves mentioned that she agrees with Mr. Otis, and mentioned that there should be very good landscaping along Brook Parkway.

Chairman Wiggins closed the public hearing at 7:43pm and asked if the applicant or City had any further comments on what the public brought up.

Mr. Jones mentioned that the developers do feel comfortable with installing a landscape buffer along the west side along Brook Parkway, and there is a 30' wide tract of land to allow more landscaping between the developments. All of the product types that will be built will be visible from Hubach Hill Road. To put only one product in the southwest corner would limit visibility and marketability of those homes.

Mayor Turnbow asked why is there a cul-de-sac planned for the southern end of the property instead of a stub for potential roadway access?

Director of Public Works Mike Krass responded that the reasoning for that is if the roadway on the south (North Cass Parkway) is to be extended, it will be a limited access roadway. Brook Parkway would be the access point to North Cass Parkway. There would be no other access points until School Road to the east. By the access standards, the cul-de-sac would not be allowed to access the road, because as a limited access road, it would be considered a major arterial and access points are only allowed at ½ mile intervals.

Commissioner Faulkner began by outlining the differences between City Staff, Planning & Zoning Commission, and the City Council. He then proposed that when the recommendations City Staff have made are denied by the Planning Commission, the City Council should prioritize the Planning Commission decision, not Staff's recommendations.

Chairman Wiggins asked Commissioner Faulkner if this pertains to the case at hand?

Commissioner Faulkner assured that it does, and continued. He stated that the Planning Commission is at a disadvantage when there is disagreement on a case since the City Staff has had time and money beforehand to prepare the case with the applicant. One reason zoning exists is to promote compatibility between new developments and adjacent properties, and to protect neighborhoods and quality of life. Commissioner Faulkner stated that he does not feel that the new developments, Sendera and Saddlebrook, are compatible with the existing development. Several of the reductions of requirements, especially in lot size, lot width, and side setbacks, take the minimum considerations down to just over half of an "R-1" zoned lot. The concern is that there will be problems with parking, traffic, and long term property values in the community, as well as the concern that these new developments do not benefit the residents. Looking at page 12 of the Staff Report, a few of the reasons Commissioner Faulkner believes Morningview works well as a community are due to the age restrictions and provided maintenance. Commissioner Faulkner feels that Eastbrook at Creekmoor may have set a bad precedent that is being used to justify reductions in requirements for new developments coming to the city, and will be voting to deny this application.

Mayor Turnbow objected, and stated that Commissioner Faulkner is moving into an area where motion and second would permit further discussion, and may be a more appropriate opportunity for Commissioner Faulkner to discuss his displeasure with the developments.

Commissioner Faulkner stated that he believes his comments will be important to the decision made by the Commission on the case, and asked Mr. Zerr to clarify.

Chairman Wiggins commented that currently, time is best used to ask questions to City Staff or the applicant, and the discussion Commissioner Faulkner brought up is more appropriate after a motion has been made.

Commissioner Faulkner feels that after watching the City Council meeting covering the Saddlebrook rezoning and preliminary plat, his point did not make it across clearly, and is attempting to make a better argument against Sendera.

Mr. Zerr stated that there has not been a motion and second to consider, but the Staff Report and Public Hearing have both been provided. The most appropriate time for Commissioner Member comments would be after a motion and second have been made, and reminded the Commission of the specific task at hand, being the rezoning and preliminary plat.

Commissioner Faulkner stated that he will finish his comments after there has been a motion and second made.

Chairman Wiggins asked City Staff to clarify what the reasoning to allow the non-teardrop shaped cul-de-sacs is if the City is only allowing teardrop cul-de-sac in all new developments? Where do the measurements for the lot widths come from?

Mr. Krass responded that Hubach Hill Road has fixed access points, due to the access standards. The teardrop cul-de-sacs are considerably wider than the existing cul-de-sacs, which impacted the lots around the round cul-de-sacs. The City tries to work with developments that already have a preliminary plat in place, and can still meet the objectives of water treatment and snow removal without sacrificing the lot count of the subdivision by requiring all cul-de-sacs to be teardrop shaped.

Mr. Cadoret responded that the 40' lot width is measured at the front building setback line, cul-de-sac lots are narrower towards the street, but are measured for lot width at the 25' front yard building setback.

Commissioner Mansur asked if there will be landmarks at each entrance of the subdivision?

Ms. Ford responded that yes, the developers plan to put monuments at each entrance to identify the subdivision.

Commissioner Bowie asked Mr. Ford to address the density of the subdivision. Smaller lots are becoming more popular with new home buyers.

Ms. Ford responded that from the developer's standpoint, the goal is to provide options to people for different price points. The density is within the zoning that has been previously approved. Mr. Jones responded that density at 3.2 units per acre is very common in a family neighborhood. Ms. Ford stated that in communities like Lee's Summit and Overland Park, the developers have created similar developments that are very popular. Summit Custom Homes wants to be able to provide new home options for people with smaller budgets, and this gives them options that are not multi-family.

Mr. Zerr reminded the Commission that there are ten factors for consideration, and just asked them to keep in mind the breadth and scope of what is up for consideration.

Commissioner Bowie asked if what is in the MOU is set?

Mr. Cadoret responded that yes, it has not been executed yet, but it is what goes before the City Council.

Mr. Zerr clarified that critical terms will not be altered.

Commissioner Fizer asked if the developers have considered mixing the lot sizes together in the subdivision to create a more balanced feel to the neighborhood.

Ms. Ford answered that yes, it is something the developers are working on for other future developments.

Commissioner Urquilla asked what the density would be if there were the smaller lots on the east side instead of the larger lots?

Mr. Jones answered that there would have to be a reconfigured layout before he would know the density.

Motion by Mayor Turnbow, Seconded by Commissioner Urquilla, to accept staff proposed findings of fact and approve case #21017, rezoning of the existing “R-1P” Single-Family Residential Planned District to “PUD” Planned Unit Development District for the approximately 135 acre property to be known as the Sendera subdivision, to City Council with a recommendation of approval.

Commissioner Faulkner stated that he would like to finish his comments in opposition to the motion. He believes his comments are absolutely relevant because he feels Staff is using Eastbrook at Creekmoor as a precedent to justify requirement reductions in Saddlebrook and Sendera. There are also several details in the preliminary plat that Commissioner Faulkner objects to, including that both of the cul-de-sacs in the northeast area exceed the 600' length maximum that is in place to promote safety in emergency conditions. There are no conditions in the subdivision that justify exception to this code, and cul-de-sac length is one of the main reasons for Commissioner Faulkner's opposition to the Saddlebrook preliminary plat as well as Sendera. Stormwater best management practices are not shown on the plats, and he feels that all of the new high-density developments are destroying the character of Raymore.

Chairman Wiggins asked Mr. Krass to clarify why the cul-de-sac streets are allowed to be so long.

Mr. Krass responded that there is a provision to allow longer cul-de-sac streets in the code, and the Planning Commission is able to waive that requirement with the Engineering Department's recommendation. This length of cul-de-sac exists in many places around the City. Stormwater quality is never shown on a preliminary plat, it is part of the final plat stormwater calculations with a detailed stormwater report given as part of the final infrastructure.

Vote on Motion:

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

Motion passed to approve the case 5-4-0.

Chairman Wiggins opened the floor for those members who voted Nay on the motion.

Commissioner Fizer mentioned that she is uncomfortable with the number of small lots.

Chairman Wiggins mentioned that this will be a wildly successful development, but Raymore shouldn't continue down the path of small lots, and there is ability to control that to some degree.

SENDERA



The proposed product for the Sendera community will consist of elevations that maintain a natural aesthetic by incorporating a combination of masonry, stucco, metal, glass, premium vinyl, and natural and painted wood. Existing elevations following a Tuscan, Mediterranean, or Heavy Timber make-up will be mixed with a new concept to complement the community's high-end modern desert theme.

The new elevations will incorporate design tactics that emphasize long horizontal lines and proportional material combinations that draw the eye to bring a unique modern element to the community.

Here you will see a series of inspiration photos to provide a concept of material combinations as well as several massing sketches to showcase how our already popular existing floorplans will evolve to take on this new aesthetic.

New Product Concepts



The images shown here are examples of homes by others that encapsulate the architectural style that will be reflected in Sendera. A combination of long horizontal lines, mixed materials blocking in pleasing modern proportions, incorporation of carefully placed angles to draw the eye, and an emphasis on natural elements will be used to create our new Modern Prairie collection.

Inspiration Precedents



Summit Homes award winning floorplan collection will be re-energized with inspiration pulled from the precedent studies.

Established Product Designs



By pulling in these unique modern design techniques we are creating a community that appeals to the desires of today's home buyers. By keeping an emphasis on natural materials and familiar elements we are ensuring the longevity and timelessness of that appeal.

Massing Studies

New Concepts





All product types offered in this community will undergo a similar process to ensure a sense of cohesiveness throughout the community.

New Concepts



Material and
Massing
Inspiration

Established
Product

Massing
Studies

Modern Prairie
Concepts



Material and
Massing
Inspiration



Established
Product



Massing
Studies



Modern Prairie
Concepts





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: August 9, 2021

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

<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 3645 Setting the 2021 Tax Levy

STRATEGIC PLAN GOAL/STRATEGY

4.3 Ensure Fiscal Discipline and Good Stewardship of Public Resources

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

2021 State Auditors Calculation
2021 Notice of Aggregate Assessed Valuation

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Cass County has provided to the City of Raymore the final and equalized assessed values of real and personal property located within the city limits.

The total assessed values for property within the city limits are reviewed in May and June by the County. In “even” years (like last year) the property is simply reviewed to add growth, i.e. new properties that have come onto the rolls since last year. In “odd” years (like this year, 2021), the County assesses the properties to account for changes in value. So in even years the total city valuation changes to reflect only growth, while in odd years the total city valuation changes due to both growth and change in the values of existing properties.

The basic theory of the Hancock Amendment is that City revenue from property tax in the operating funds (General and Parks) should be neutral from year to year for non-growth related increases in assessments. Therefore, as non-growth related property assessments increase, levies typically decrease.* Conversely, if non-growth related property assessments decrease in any given year, Hancock provides that the levies may increase in order to result in revenue neutrality.

Computations have been completed by the State Auditor’s office, based on the information received from the County (2nd- Report – After Board of Equalization), to determine the levies which may be set in each of the funds in order to be revenue-neutral. Based on the results of these computations, the levy that could be assessed in the General Fund to be revenue-neutral is 0.4158, and the levy that could be assessed in the Park Fund to be revenue-neutral is 0.1119.

In 2020 the operating levy in the General Fund was 0.4231 and the operating levy in the Park Fund was 0.1139.

The debt service levy for this year is at the same amount as last year 0.7170.

Based on the information provided by the County and the State Auditor’s calculation the 2021 Tax Levy is recommended to be \$1.2447 in total.

BILL 3645

ORDINANCE

"AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2021."

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

Section 1. For the support of the government of the City of Raymore, Missouri, and to meet contractual obligations of said City for the year 2021, General and Special taxes are hereby levied upon all subjects and objects of taxation within the corporate limits of the City of Raymore, Missouri, as follows:

FOR GENERAL PURPOSES: FORTY-ONE AND FIFTY-EIGHT HUNDREDTHS CENTS (\$0.4158) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

Section 2. The rate of tax for the Sinking Fund Levy upon all subjects and objects of taxation for the year 2021, in the City of Raymore, Missouri, for the General Obligation Bonds principal and interest payment shall be as follows:

FOR THE SINKING FUND: SEVENTY-ONE AND SEVENTY HUNDREDTHS CENTS (\$0.7170) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

Section 3. The rate of tax for the Park Levy upon all subjects and objects of taxation for the year 2021, in the City of Raymore, Missouri, for the maintenance and improvement of the City parks shall be as follows:

FOR PARK LEVY: ELEVEN AND NINETEEN HUNDREDTHS CENTS (\$0.1119) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

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 9TH DAY OF AUGUST, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF AUGUST, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Form A
 For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

CITY OF RAYMORE
 Name of Political Subdivision

09-019-0014
 Political Subdivision Code

GENERAL REVENUE
 Purpose of Levy

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2021) Current year assessed valuation Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.			
(a)	<u>345,978,021</u>	+	(b) <u>59,976,472</u>
	(Real Estate)		(Personal Property)
			= <u>405,954,493</u>
			(Total)
2. Assessed valuation of new construction & improvements			
2(a) - Obtained from the county clerk or county assessor		2(b) - increase in personal property, use the formula listed under Line 2(b)	
(a)	<u>6,224,548</u>	+	(b) <u>1,788,527</u>
	(Real Estate)		Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
			= <u>8,013,075</u>
			(Total)
If Line 2b is negative, enter zero			
3. Assessed value of newly added territory obtained from the county clerk or county assessor			
(a)	<u>0</u>	+	(b) <u>0</u>
	(Real Estate)		(Personal Property)
			= <u>0</u>
			(Total)
4. Adjusted current year assessed valuation (Line 1 total - Line 2 total - Line 3 total)			
			<u>397,941,418</u>
5. (2020) Prior year assessed valuation Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization. NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.			
(a)	<u>327,462,696</u>	+	(b) <u>58,187,945</u>
	(Real Estate)		(Personal Property)
			= <u>385,650,641</u>
			(Total)
6. Assessed value of newly separated territory obtained from the county clerk or county assessor			
(a)	<u>0</u>	+	(b) <u>0</u>
	(Real Estate)		(Personal Property)
			= <u>0</u>
			(Total)
7. Assessed value of property locally assessed in prior year, but state assessed in current year obtained from the county clerk or county assessor			
(a)	<u>0</u>	+	(b) <u>0</u>
	(Real Estate)		(Personal Property)
			= <u>0</u>
			(Total)
8. Adjusted prior year assessed valuation (Line 5 total - Line 6 total - Line 7 total)			
			<u>385,650,641</u>

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate
<u>3.1870%</u>
<u>1.4000%</u>
<u>385,650,641</u>
<u>0.4231</u>
<u>1,631,688</u>
<u>1.4000%</u>
<u>22,844</u>
<u>1,654,532</u>
<u>397,941,418</u>
<u>0.4158</u>

9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8/Line 8 x 100)	<u>3.1870%</u>
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	<u>1.4000%</u>
11. Adjusted prior year assessed valuation (Line 8)	<u>385,650,641</u>
12. (2020) Tax rate ceiling from prior year (Summary Page, Line A)	<u>0.4231</u>
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12/100)	<u>1,631,688</u>
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	<u>1.4000%</u>
15. Additional revenue permitted (Line 13 x Line 14)	<u>22,844</u>
16. Total revenue permitted in current year* from property that existed in both years (Line 13 + Line 15)	<u>1,654,532</u>
17. Adjusted current year assessed valuation (Line 4)	<u>397,941,418</u>
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073 RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B	<u>0.4158</u>

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

Form A
 For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

CITY OF RAYMOR	09-019-0014	Parks & Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2021) Current year assessed valuation Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.			
(a) <u>345,978,021</u>	+	(b) <u>59,976,472</u>	= <u>405,954,493</u>
(Real Estate)		(Personal Property)	(Total)
2. Assessed valuation of new construction & improvements			
2(a) - Obtained from the county clerk or county assessor		2(b) - increase in personal property, use the formula listed under Line 2(b)	
(a) <u>6,224,548</u>	+	(b) <u>1,788,527</u>	= <u>8,013,075</u>
(Real Estate)		Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)	(Total)
If Line 2b is negative, enter zero			
3. Assessed value of newly added territory obtained from the county clerk or county assessor			
(a) <u>0</u>	+	(b) <u>0</u>	= <u>0</u>
(Real Estate)		(Personal Property)	(Total)
4. Adjusted current year assessed valuation (Line 1 total - Line 2 total - Line 3 total)			
			<u>397,941,418</u>
5. (2020) Prior year assessed valuation Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization. NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A			
(a) <u>327,462,696</u>	+	(b) <u>58,187,945</u>	= <u>385,650,641</u>
(Real Estate)		(Personal Property)	(Total)
6. Assessed value of newly separated territory obtained from the county clerk or county assessor			
(a) <u>0</u>	+	(b) <u>0</u>	= <u>0</u>
(Real Estate)		(Personal Property)	(Total)
7. Assessed value of property locally assessed in prior year, but state assessed in current year obtained from the county clerk or county assessor			
(a) <u>0</u>	+	(b) <u>0</u>	= <u>0</u>
(Real Estate)		(Personal Property)	(Total)
8. Adjusted prior year assessed valuation (Line 5 total - Line 6 total - Line 7 total)			<u>385,650,641</u>

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political
 Subdivision Use
 in Calculating its
 Tax Rate

9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8/Line 8 x 100)	<u>3.1870%</u>
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	<u>1.4000%</u>
11. Adjusted prior year assessed valuation (Line 8)	<u>385,650,641</u>
12. (2020) Tax rate ceiling from prior year (Summary Page, Line A)	<u>0.1139</u>
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12/100)	<u>439,256</u>
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	<u>1.4000%</u>
15. Additional revenue permitted (Line 13 x Line 14)	<u>6,150</u>
16. Total revenue permitted in current year* from property that existed in both years (Line 13 + Line 15)	<u>445,406</u>
17. Adjusted current year assessed valuation (Line 4)	<u>397,941,418</u>
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073 RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B	<u>0.1119</u>

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

Form C

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

CITY OF RAYMORE	09-019-0014	Debt Service
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

Debt Service Calculation for General Obligation Bonds Paid for with Property Taxes

The tax rate for debt service will be considered valid if, after making the payment(s) for which the tax was levied, the bonds remain outstanding, and the debt fund reserves do not exceed the following year's payments.

Since the property taxes are levied and collected on a calendar year basis (January - December), it is recommended that this levy be computed using calendar year data.

<p>1. Total current year assessed valuation obtained from the county clerk or county assessor\ (Form A, Line 1 total)</p>	405,954,493
<p>2. Amount required to pay debt service requirements during the next calendar year (i.e. Assuming the current year is Year 1, use January - December year 2 payments to complete the year 1 Form C) Include the principal and interest payments due on outstanding general obligation bond issues plus anticipated fees of any transfer agent or paying agent due during the next calendar year.</p>	2,408,479
<p>3. Estimated costs of collection and anticipated delinquencies (i.e. collector fees & commissions & assessment fund withholdings) Experience in prior years is the best guide for estimating uncollectible taxes. It is usually 2% to 10% of Line 2 above.</p>	240,848
<p>4. Reasonable reserve up to one year's payment (i.e. Assuming the current year is year 1, use January - December year 3 payments to complete the year 1 Form C) It is important that the debt service fund have sufficient reserves to prevent any default on the bonds. Include payments for the year following the next calendar year, accounted for on Line 2.</p>	2,432,468
<p>5. Total required for debt service (Line 2 + Line 3 + Line 4)</p>	5,081,795
<p>6. Anticipated balance at end of current calendar year Show the anticipated bank or fund balance at December 31st of this year (this will equal the current balance minus the amount of any principal or interest due before December 31st plus any estimated investment earning due before December 31st). Do not add the anticipated collections of this tax into this amount.</p>	858,064
<p>7. Property tax revenue required for debt service (Line 5 - Line 6) Line 6 is subtracted from Line 5 because the debt service fund is only allowed to have the payments required for the next calendar year (Line 2) and the reasonable reserve of the following year's payment (Line 4). Any current balance in the fund is already available to meet these requirements so it is deducted from the total revenues required for debt service purposes.</p>	4,223,731
<p>8. Computation of debt service tax rate (Line 7/Line 1 x 100) Round a fraction to the nearest one/one hundredth of a cent.</p>	1.0404
<p>9. Less voluntary reduction by political subdivision</p>	0.3234
<p>10. Actual rate to be levied for debt service purposes * (Line 8 - Line 9) Enter this rate on Line AA of the Summary Page.</p>	0.7170

* The tax rate levied may be lower than the rate computed as long as adequate funds are available to service the debt requirements.

NOTICE OF AGGREGATE ASSESSED VALUATION

(1ST REPORT AFTER B.O.E. 7-26-2021)

As required by Section 137.245.3, I, Jeff Fletcher, County Clerk of Cass County, State of Missouri, do hereby certify that the following is the Aggregate Assessed Valuation of the

CITY OF RAYMORE

a political subdivision in Cass County, for the year 2021 as shown on the assessment lists on July 23, 2021. Included are state and local railroad and utility valuations as reported by the State Tax Commission and the Cass County Assessor for your political subdivision.

Real Estate, Residential -	\$	312,932,430
Real Estate, Agricultural -		363,450
Real Estate, Commercial -		24,361,725
Real Estate, Local Utilities -		77,395
Real Estate, State Utilities -		<u>8,243,021</u>
TOTAL REAL ESTATE -	\$	<u>345,978,021</u>
Personal Property -	\$	58,920,476
Personal Property, Local Utilities -		80,616
Personal Property, State Utilities -		<u>975,380</u>
TOTAL PERSONAL Property -	\$	<u>59,976,472</u>
TOTAL ASSESSED VALUE -	\$	<u>405,954,493</u>

This information is transmitted to assist you in complying with Section 67.110, RSMo, which requires that notice be given and public hearings held before tax rates are set. The above figures include state and locally assessed railroad and utility valuations that have been prepared by the County Clerk's Office.

New Construction and Improvements

The following data has been provided by the County Assessor's Office:

Related to Real Estate -	\$	6,224,548
Increase in Personal Property-		<u>2,684,751</u>
TOTAL -	\$	<u>8,909,299</u>

In witness whereof, I have hereunto set my hand and affixed the seal of the County Commission of Cass County at my office in Harrisonville this 26th day of July, 2021



Jeff Fletcher
Cass County Clerk

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, AUGUST 2, 2021, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BUKRE, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Envision 58 Highway

Staff discussed with the City Council their vision for what they would like to see the 58 Highway corridor transformed into in the upcoming decade. The discussion included the Strategic plan, 58 Highway traffic study, vision and purpose for 58 Highway, and the Central 58 Highway Redevelopment Area. Staff will bring the item back to the Council in the future for further discussion.

B. Other

The work session of the Raymore City Council adjourned at 8:16 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, JULY 20, 2021**, IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN MATTHEW WIGGINS, ERIC BOWIE, WILLIAM FAULKNER, KELLY FIZER, TOM ENGERT, JIM PETERMANN, MAYOR KRIS TURNBOW, MARIO URQUILLA, AND JEREMY MANSUR. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR JIM CADORET, CITY PLANNER KATIE JARDIEU, CITY ATTORNEY JONATHAN ZERR, DIRECTOR OF PUBLIC WORKS MIKE KRASS, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

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

- a. **Approval of the minutes of the July 6, 2021 meeting.**

Motion by Mayor Turnbow, Seconded by Commissioner Urquilla, to approve the consent agenda.

Vote on Motion:

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

Motion passed 8-0-1.

6. Unfinished Business - None

7. New Business -

- a. **Case # 21017: Sendera - Rezoning and Preliminary Plat (*public hearing*)**

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

Commissioner Mansur asked Development Services Director Jim Cadoret to confirm that the current case is # 21017, not # 21016 as stated in the Staff Report.

Mr. Cadoret noted that yes, that is correct, it is case # 21017.

Kyle Jones and Tiffany Ford of Summit Custom Homes came before the Commission to request rezoning and approval of the preliminary plat for the Sendera Subdivision. Mr. Jones highlighted that Hubach Hill is to the north of the property, and Brook Parkway runs along the

west side of the development. There is undeveloped land to the south and east. The development is being proposed to have 430 lots on 135 acres, and there is currently an approved preliminary plat for the land, which is zoned R-1P. Mr. Jones stated that the rezoning request is to move the property from R-1P to PUD to allow for the three different product types that will be built on the property. On the east portion of the property, Product A will be built on 70ft wide lots, and there will be 130 of these lots available. Product B will be built in the southwest corner of the property on 45ft wide lots, of which there are 160. Product C will be built in the northwest section of the property on 48ft wide lots, where there are 110 lots available. There is a density of 3.2 units per acre, and in comparison, the current R-1P zoning allows a density of 5.2 units per acre. Hubach Hill Road was recently reconstructed, and was done so with the development of this acreage in mind, with a density of 4 units per acre. The road infrastructure is able to accommodate the traffic that may be generated by this development, since it was designed for a higher density per acre development than the current proposal. Stormwater will drain north to south and will drain into the creek on the southeast corner of the property. There are detention ponds on the east side of the property, and there is an easement on the southwest side of the property for a detention pond that is shown in the previously approved preliminary plat. The amenities are centrally located, including a pool, playing fields, and sport courts over a span of three acres. Next to Hubach Hill Road, there is a 40ft landscape buffer that will hold landscaping and berming to hide the homes from the road. This will also ensure headlights will not bleed into the neighborhood once it has been developed. Tiffany Ford of Summit Homes came to the podium to give an overview of the products that would be built in the Sendera community should this case be approved. The developers want this community to be unique, and will build the community in a modern desert neighborhood feel. The elevations will be modified to incorporate the desired look and feel. The three product lines are designed for different residents at different stages of life and income brackets, and all three product types will be built during the first phase along with the amenity area. Ms. Ford gave the highlights of the different products and amenities the developers are proposing to build in the Sendera development.

Development Services Director Jim Cadoret began the staff report by stating that the request is to rezone the existing R-1P to PUD zoning of approximately 135 acres. The surrounding areas are zoned R-1P to the north and west, unincorporated Cass County to the north, east, and south, and agricultural to the south. The Growth Management Plan designates this property as appropriate for Low Density Residential, up to 4 units per acre. The Major Thoroughfare Plan Map classifies Hubach Hill Road as a Minor Arterial and Brook Parkway as a Minor Collector. Mr. Cadoret read 6 items into record, including any additional exhibits as presented during the hearing. The request to go to Planned Unit Development District (PUD) was intentional because the zoning designation is flexible when it comes to lot sizing, lot width, setbacks, lot coverage areas, and a mix of home types. Mr. Cadoret stated that this property is currently known as The Estates of the Good Ranch, and was rezoned to the current R-1P in 2006. In 2007 the preliminary plat was established and approved and remains a valid preliminary plat. There were two distinct areas with one side being smaller lots for villas, and on the east side were larger standard R-1 sized lots. The property was included in the Hubach Hill and North Cass Parkway Community Improvement District (CID). The subject property is part of the Good Ranch Master Planned Community and has been planned for residential development since 1994. Any modifications to the preliminary plan would have to come back before the Planning Commission and the City Council. The PUD district being proposed allows for single-family detached homes. There is a reduction of lot size and width being requested, as well as a reduction of setbacks. The property is located within the area of the Cass County Public Water District #10, and the Raymore-Peculiar school district indicated they were aware of the new development. The preliminary plan was submitted to the South Metro Fire Protection District, and there will be two access roads to the development. The conceptual plan that was shared at the Good Neighbor meeting proposed 428 lots, but has since been modified to incorporate the teardrop cul-de-sac design on most of the cul-de-sacs and adding a street connection, which allowed an increase in the lot count from 428 to 430. Because the proposed subdivision is located within the Hubach Hill and North Cass Parkway CID, there will be a property

tax assessment on all lots in this subdivision and The Prairie subdivision to the west that will help to reimburse the costs associated with the 2010 construction and improvement of Hubach Hill Road. The Estates of the Good Ranch Master Development Agreement establishes the requirements for stream buffer protection and stormwater management for any development on the subject property, which the proposed preliminary plan complies with. There is a 137-acre tract of land to the southwest of the subdivision that is reserved for open space and a future park. A total of 36.74 acres, or 27% of the property, is provided as common open space to be maintained by the Homeowner's Association.

Commissioner Bowie asked if the number of lots has changed?

Mr. Cadoret stated that the current preliminary plat for the Estates of The Good Ranch has 343 lots, which is still a valid preliminary plat. The applicant's proposal for the new subdivision, Sendera, is 430 lots.

Chairman Wiggins asked Raymore residents to come to the podium if they have any questions or comments.

Linda Benson, 1043 S Sunset Lane, Raymore MO 64083, came to the podium to comment that there are 3-acre lots to the north of Hubach Hill. Ms. Benson stated she is concerned about the 40ft wide lots which are narrower than most of the homes in Dutchman acres. She also mentioned that she is worried about Hubach Hill Road becoming damaged due to the traffic increase, and would like there to be larger lots on the south side of Hubach Hill. If this does not happen, Ms. Benson would like to see more landscape buffers in place to shield the subdivision from the road.

David Otis, representing the Good Ranch, stated that Good-Otis has the development to the west of this property, The Prairie of the Good Ranch. The lots in this subdivision are considerably larger than the lots being proposed for the Sendera development, although along the east side of the property near Brook Parkway, there is a heavy landscape buffer planned. Mr. Otis would like the landscape buffer being proposed by the developers of Sendera to be similar to the buffers being built by the developers of The Prairie along the west side.

Chairman Wiggins opened the meeting for non-Raymore residents to come to the podium for comments.

City Attorney Zerr clarified that Ms. Benson on S. Sunset Lane is technically outside of Raymore city limits.

Kathy Graves stated that they are the owners of the first home being built in Prairie View. There were several lots in the Prairie subdivision that were not large enough at 68' wide to accommodate the home they chose to have built. The developer was able to redraw the lots to 80' widths to be able to accommodate the home. The 40' wide lots in the Sendera subdivision are a concern, and the homeowners with the larger homes and lots in Sendera could not be happy to look down the street and find small lots in the same neighborhood. There should be larger lots to the south of Hubach Hill, but there should be wider lots to the west alongside the Prairie subdivision. Ms. Graves mentioned that she agrees with Mr. Otis, and mentioned that there should be very good landscaping along Brook Parkway.

Chairman Wiggins closed the public hearing at 7:43pm and asked if the applicant or City had any further comments on what the public brought up.

Mr. Jones mentioned that the developers do feel comfortable with installing a landscape buffer along the west side along Brook Parkway, and there is a 30' wide tract of land to allow more landscaping between the developments. All of the product types that will be built will be visible

from Hubach Hill Road. To put only one product in the southwest corner would limit visibility and marketability of those homes.

Mayor Turnbow asked why is there a cul-de-sac planned for the southern end of the property instead of a stub for potential roadway access?

Director of Public Works Mike Krass responded that the reasoning for that is if the roadway on the south (North Cass Parkway) is to be extended, it will be a limited access roadway. Brook Parkway would be the access point to North Cass Parkway. There would be no other access points until School Road to the east. By the access standards, the cul-de-sac would not be allowed to access the road, because as a limited access road, it would be considered a major arterial and access points are only allowed at ½ mile intervals.

Commissioner Faulkner began by outlining the differences between City Staff, Planning & Zoning Commission, and the City Council. He then proposed that when the recommendations City Staff have made are denied by the Planning Commission, the City Council should prioritize the Planning Commission decision, not Staff's recommendations.

Chairman Wiggins asked Commissioner Faulkner if this pertains to the case at hand?

Commissioner Faulkner assured that it does, and continued. He stated that the Planning Commission is at a disadvantage when there is disagreement on a case since the City Staff has had time and money beforehand to prepare the case with the applicant. One reason zoning exists is to promote compatibility between new developments and adjacent properties, and to protect neighborhoods and quality of life. Commissioner Faulkner stated that he does not feel that the new developments, Sendera and Saddlebrook, are compatible with the existing development. Several of the reductions of requirements, especially in lot size, lot width, and side setbacks, take the minimum considerations down to just over half of an "R-1" zoned lot. The concern is that there will be problems with parking, traffic, and long term property values in the community, as well as the concern that these new developments do not benefit the residents. Looking at page 12 of the Staff Report, a few of the reasons Commissioner Faulkner believes Morningview works well as a community are due to the age restrictions and provided maintenance. Commissioner Faulkner feels that Eastbrook at Creekmoor may have set a bad precedent that is being used to justify reductions in requirements for new developments coming to the city, and will be voting to deny this application.

Mayor Turnbow objected, and stated that Commissioner Faulkner is moving into an area where motion and second would permit further discussion, and may be a more appropriate opportunity for Commissioner Faulkner to discuss his displeasure with the developments.

Commissioner Faulkner stated that he believes his comments will be important to the decision made by the Commission on the case, and asked Mr. Zerr to clarify.

Chairman Wiggins commented that currently, time is best used to ask questions to City Staff or the applicant, and the discussion Commissioner Faulkner brought up is more appropriate after a motion has been made.

Commissioner Faulkner feels that after watching the City Council meeting covering the Saddlebrook rezoning and preliminary plat, his point did not make it across clearly, and is attempting to make a better argument against Sendera.

Mr. Zerr stated that there has not been a motion and second to consider, but the Staff Report and Public Hearing have both been provided. The most appropriate time for Commissioner Member comments would be after a motion and second have been made, and reminded the Commission of the specific task at hand, being the rezoning and preliminary plat.

Commissioner Faulkner stated that he will finish his comments after there has been a motion and second made.

Chairman Wiggins asked City Staff to clarify what the reasoning to allow the non-teardrop shaped cul-de-sacs is if the City is only allowing teardrop cul-de-sac in all new developments? Where do the measurements for the lot widths come from?

Mr. Krass responded that Hubach Hill Road has fixed access points, due to the access standards. The teardrop cul-de-sacs are considerably wider than the existing cul-de-sacs, which impacted the lots around the round cul-de-sacs. The City tries to work with developments that already have a preliminary plat in place, and can still meet the objectives of water treatment and snow removal without sacrificing the lot count of the subdivision by requiring all cul-de-sacs to be teardrop shaped.

Mr. Cadoret responded that the 40' lot width is measured at the front building setback line, cul-de-sac lots are narrower towards the street, but are measured for lot width at the 25' front yard building setback.

Commissioner Mansur asked if there will be landmarks at each entrance of the subdivision?

Ms. Ford responded that yes, the developers plan to put monuments at each entrance to identify the subdivision.

Commissioner Bowie asked Mr. Ford to address the density of the subdivision. Smaller lots are becoming more popular with new home buyers.

Ms. Ford responded that from the developer's standpoint, the goal is to provide options to people for different price points. The density is within the zoning that has been previously approved. Mr. Jones responded that density at 3.2 units per acre is very common in a family neighborhood. Ms. Ford stated that in communities like Lee's Summit and Overland Park, the developers have created similar developments that are very popular. Summit Custom Homes wants to be able to provide new home options for people with smaller budgets, and this gives them options that are not multi-family.

Mr. Zerr reminded the Commission that there are ten factors for consideration, and just asked them to keep in mind the breadth and scope of what is up for consideration.

Commissioner Bowie asked if what is in the MOU is set?

Mr. Cadoret responded that yes, it has not been executed yet, but it is what goes before the City Council.

Mr. Zerr clarified that critical terms will not be altered.

Commissioner Fizer asked if the developers have considered mixing the lot sizes together in the subdivision to create a more balanced feel to the neighborhood.

Ms. Ford answered that yes, it is something the developers are working on for other future developments.

Commissioner Urquilla asked what the density would be if there were the smaller lots on the east side instead of the larger lots?

Mr. Jones answered that there would have to be a reconfigured layout before he would know the density.

Motion by Mayor Turnbow, Seconded by Commissioner Urquilla, to accept staff proposed findings of fact and approve case #21017, rezoning of the existing “R-1P” Single-Family Residential Planned District to “PUD” Planned Unit Development District for the approximately 135 acre property to be known as the Sendera subdivision, to City Council with a recommendation of approval.

Commissioner Faulkner stated that he would like to finish his comments in opposition to the motion. He believes his comments are absolutely relevant because he feels Staff is using Eastbrook at Creekmoor as a precedent to justify requirement reductions in Saddlebrook and Sendera. There are also several details in the preliminary plat that Commissioner Faulkner objects to, including that both of the cul-de-sacs in the northeast area exceed the 600’ length maximum that is in place to promote safety in emergency conditions. There are no conditions in the subdivision that justify exception to this code, and cul-de-sac length is one of the main reasons for Commissioner Faulkner’s opposition to the Saddlebrook preliminary plat as well as Sendera. Stormwater best management practices are not shown on the plats, and he feels that all of the new high-density developments are destroying the character of Raymore.

Chairman Wiggins asked Mr. Krass to clarify why the cul-de-sac streets are allowed to be so long.

Mr. Krass responded that there is a provision to allow longer cul-de-sac streets in the code, and the Planning Commission is able to waive that requirement with the Engineering Department’s recommendation. This length of cul-de-sac exists in many places around the City. Stormwater quality is never shown on a preliminary plat, it is part of the final plat stormwater calculations with a detailed stormwater report given as part of the final infrastructure.

Vote on Motion:

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

Motion passed to approve the case 5-4-0.

Chairman Wiggins opened the floor for those members who voted Nay on the motion.

Commissioner Fizer mentioned that she is uncomfortable with the number of small lots.

Chairman Wiggins mentioned that this will be a wildly successful development, but Raymore shouldn’t continue down the path of small lots, and there is ability to control that to some degree.

8. City Council Report

City Attorney Zerr gave an overview of the one City Council meeting that has occurred since the Planning & Zoning Commission last met. The Saddlebrook rezoning passed 7-1, overturning the recommendation of the Planning & Zoning Commission. The Saddlebrook preliminary plat was postponed and will come back before City Council during the second reading of the rezoning.

9. Staff Report

Mr. Cadoret requested the Commission cancel the August 3, 2021 due to a scheduling conflict. There are no applications to consider, and there are two for the August 17th meeting that will include a public hearing.

10. Public Comment

No public comments at this time.

11. Commission Member Comment

Commissioner Engert thanked Staff, and is always pleased when the packets arrive before the meetings.

Commissioner Faulkner stated that he has more thoughts on the project, and stated that he does not like to be censored.

Commissioner Bowie stated that he feels similarly to the Mayor, and all of the hard work the City puts into the applications is appreciated.

Commissioner Fizer thanked Staff and mentioned that Saturday, July 24th is the Summer Scene at TB Hanna Park.

Commissioner Mansur thanked City Staff.

Commissioner Petermann thanked Staff and mentioned that it is interesting to participate in growing pains of the City of Raymore. He believes that Chairman Wiggins is proving that he is a good leader for the Commission.

Commissioner Urquilla thanked the Staff, and mentioned that he supported this request because affordable homes are becoming harder to come by in the community. Residents should have the ability to choose what lot size they would like to live on, and he is excited to see more diversity in lot sizes coming to Raymore.

Mayor Turnbow reminded the Commission that all comments are recorded and there is no censorship happening. A variety of housing options are important for our community, and these housing options are high quality establishments that do not denigrate the City.

Chairman Wiggins mentioned that he voted against this development purely based on the lot sizes. There is a need for less expensive housing, and believes this will be a high quality development, but the lots are too small. Everything that can be done to make Raymore a welcoming, all ages community is top of mind for the City Staff and the Commission.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Commissioner Mayor Turnbow, to adjourn the July 20, 2021 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 9-0-0.

The July 20, 2021 meeting adjourned at 8:27 p.m.

Respectfully submitted,

Emily Jordan