

RESOLUTION 21-35

"A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE MADISON VALLEY PHASE 2 PRELIMINARY PLAT."

WHEREAS, the Planning and Zoning Commission held a public hearing on September 7, 2021, on the Madison Valley Phase 2 Preliminary Plat and forwarded its recommendation of approval to the City Council; and

WHEREAS, the City Council held a public hearing on September 27, 2021, and accepted the recommendation of the Planning and Zoning Commission, subject to certain conditions.

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

Section 1. The Madison Valley Phase 2 Preliminary Plat is approved.

Section 2. This resolution shall become effective on and after the date of passage and approval.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

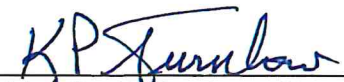
DULY READ AND PASSED THIS 20TH DAY OF DECEMBER, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:


Erica Hill, City Clerk

APPROVE:


Kristofer P. Turnbow, Mayor

12/21/2021
Date of Signature

Recorded in Cass County, Missouri



Recording Date/Time: 12/22/2021 at 11:37:29 AM

Book: 4798 Page: 98

Instr #: 707724

Type: MEMO

Pages: 14

Fee: \$63.00 S 20210024236



Mike Medsker
Recorder of Deeds



Memorandum of Understanding
for
Madison Valley Phase 2

Legal Description Contained on Page 2 & 3

**Between Blue Springs Safety Storage South, LLC,
Grantor,**

and

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

December 20, 2021

MEMORANDUM OF UNDERSTANDING
Madison Valley Phase 2

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE MADISON VALLEY PHASE 2 SUBDIVISION is made and entered into this 20th day of December, 2021, by and between Blue Springs Safety Storage South, LLC. ("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 Madison Valley Phase 2, 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 LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST, 19.59 FEET TO THE POINT OF BEGINNING; THENCE ALONG A LINE 19.59 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTH HALF, A PORTION OF SAID LINE BEING THE SOUTH LINE OF MADISON CREEK THIRD PLAT, LOTS 104 THRU 149 AND TRACT E, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE, SOUTH 87°54'20" EAST, 1480.39 FEET TO THE NORTHWEST CORNER OF MADISON VALLEY FIRST PLAT, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE; THENCE ALONG THE WEST LINE OF SAID MADISON VALLEY FIRST PLAT THE FOLLOWING 26 COURSES; THENCE SOUTH 02°06'10" WEST, 164.15 FEET; THENCE SOUTH 31°05'35" WEST, 50.00 FEET THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 58°54'25" EAST, A RADIUS OF 255.00 FEET, AN ARC LENGTH OF 72.08 FEET; THENCE SOUTH 47°17'20" WEST, 150.05 FEET; THENCE SOUTH 20°47'09" EAST, 28.87 FEET; THENCE NORTH 85°07'17" EAST, 161.56 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 13°06'01" EAST, A RADIUS OF 255.00 FEET, AN ARC LENGTH OF 46.55 FEET; THENCE SOUTH 02°41'20" EAST, 59.20 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN

ARC LENGTH OF 22.98 FEET; THENCE SOUTH 04°56'45" EAST, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 85°07'16" EAST, A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.80 FEET; THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 775.00 FEET, AN ARC LENGTH OF 60.63 FEET; THENCE SOUTH 12°15'47" EAST, OF 51.15 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 975.00 FEET, AN ARC LENGTH OF 93.84 FEET; THENCE SOUTH 06°44'55" EAST, 8.92 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 83°15'05" WEST, 101.08 FEET; THENCE SOUTH 06°44'55" EAST, 133.84 FEET; THENCE SOUTH 29°02'49" WEST, 56.36 FEET; THENCE SOUTH 50°24'46" EAST, 115.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 39°35'14" WEST, A RADIUS OF 225.00 FEET AN ARC LENGTH OF 209.22 FEET; THENCE SOUTH 02°51'53" WEST, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 87°08'53" EAST, A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.49 FEET; THENCE SOUTH 05°03'48" EAST, 22.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 375.00 FEET, AN ARC LENGTH OF 49.10 FEET; THENCE SOUTH 02°26'16" WEST, 45.84 FEET TO THE SOUTH LINE OF THE NORTH HALF, ALSO BEING THE NORTHEAST CORNER OF LOT 29, BRIDLECROFT LOTS 24 THRU 36, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE; THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF, ALSO BEING THE NORTH LINE OF SAID BRIDLECROFT, THE NORTH LINE OF WEDGEWOOD PLACE, WEDGEWOOD MEADOWS & THE SECOND REPLAT OF KIRBY ESTATES, ALL BEING SUBDIVISIONS OF LAND AS RECORDED AT THE CASS COUNTY, RECORDER OF DEEDS OFFICE, NORTH 87°34'38" WEST, 1477.67 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, NORTH 02°56'15" EAST, 1301.12 FEET, TO THE POINT OF BEGINNING AND CONTAINS 46.26 ACRES, MORE OR LESS.

PRELIMINARY PLAT

1. Sub-Divider intends to develop the entire property as a Detached Single Family Community in the manner shown on the Preliminary Plat, attached and incorporated herein as Exhibit A.
2. **Zoning and Land Use**
 - a. The zoning for the entire Property shall be "R-1.5" Single-Family Residential 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 are permitted in accordance with the provisions of the Unified Development Code.
3. **Bulk and Dimensional Standards Table:**

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

Minimum Lot Area	6,500 sq. ft.
Minimum Lot Width	60 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	30 feet
Minimum Rear Yard	30 feet
Minimum Side Yard	7.5 feet
Minimum Side Yard, exterior	15 feet
Maximum Building Height	35 feet
Maximum Building Coverage	40%

4. Common Open Space

- a. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Plat.
- b. Tracts A thru H are reserved as common area tracts for common open space.
- c. The stream buffer corridor will need to be designated as a common area tract when the final plat for the area is submitted.

5. Landscaping & Screening

- a. Landscaped buffers shall be provided in the common area tracts identified as Tract E and Tract F along Sunset Lane.
- b. A landscape buffer with a berm, in compliance with the requirements of Section 445.030F3a shall be installed in Tract G and Tract H along the southern property line of the subdivision as part of the public improvements that will serve the lots adjacent to Tract G and Tract H.
- b. One yard tree shall be provided 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 Plat.

- d. A landscape plan for the common area tracts shall be submitted with the application for each phase of a final plat that contains Tract E, Tract F, Tract G or Tract H.
- e. All required buffer landscaping in Tract E and Tract F 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

PHASING SCHEDULE

- 1. The Preliminary Plat is being approved with a defined phasing plan. Phase 1 is the area west of the stream. Phase 2 is the area north of Heritage Drive and east of the stream. Phase 3 is the area south of Heritage Drive and east of the stream.
- 2. Any changes to the phasing plan requires approval by the Planning and Zoning Commission as part of a final plat submittal.

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 Plat or the Preliminary Plat 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. Sunset Lane is being designed 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.
- d. The Sub-Divider shall provide the necessary right-of-way for the construction of Sunset Lane at no cost to the City at the time the right-of-way is requested.
- e. The design and construction of Sunset Lane is a project funded by the 2020 General Obligation Bond Issuance approved by the voters. The design of Sunset Lane is currently being completed by the City. The City has assumed responsibility for the construction of Sunset Lane.
- f. Construction of Sunset Lane from its current southern terminus to the north property line of the Madison Valley subdivision is currently scheduled to be completed by the City of Raymore in 2022. If the Sub-Divider desires to expedite the timing of completion of this segment of Sunset Lane in advance of the City construction schedule, the City will enter into a reimbursement agreement with the Sub-Divider for the costs of construction of the road segment to be constructed pursuant to the City approved design and standards.
- g. The stream crossing for Heritage Drive shall be constructed by the Sub-Divider at the earliest of the following triggering events:
 1. Completed as part of the installation of public improvements for Phase 2 of the subdivision; or
 2. Completed no more than thirty-six (36) months from the date of issuance of the last Certificate of Occupancy within Phase 1.

- h. The Sub-Divider shall install a barricade to prevent any construction traffic from utilizing Park Drive to access the subdivision during construction of the subdivision. The barricade shall remain until the City accepts Park Drive as part of the public improvements for Phase 3.

2. Pedestrian Improvements

- a. A five foot (5') sidewalk is required along the east side of Sunset Lane. This sidewalk shall be constructed as part of the installation of public improvements for the phase of the subdivision adjacent to Sunset Lane.
- b. A five foot (5') sidewalk is required on all lots and shall be constructed prior to the issuance of a Certificate of Occupancy for the lot the sidewalk is intended to serve.
- c. Sidewalks on common area tracts shall be installed at the time a home is constructed on a lot adjacent to the common area tract.

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 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 City of Raymore and shall be served by the City.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District. Before the installation of any water system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Plat.
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.

OPEN SPACE

1. Private open space shall be provided in accordance with the approved Preliminary Plat. All privately owned open space or common areas shall be constructed and maintained by the Sub-Divider or the Homeowner's Association.

SIGNAGE

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

STREAM BUFFER

1. No land disturbance activities or removal of any trees shall occur within the stream buffer area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work to install any utility infrastructure; or
 - c. work to install a road crossing.
2. Construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the stream buffer 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.

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 Plat 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.

PARKLAND DEDICATION

1. Based on 154 dwelling units, a total of 8.1312 acres of park land are required to be dedicated.
2. The Parks and Recreation Board voted to accept a fee-in-lieu payment for the required parkland dedication. Based upon the purchase price of the property by the Sub-Divider, the fee-in-lieu to be paid to the City shall be One-Hundred Twenty Thousand One Hundred and Eighty-Three dollars and Ninety Cents (\$120,183.90).
3. The fee-in-lieu shall be paid at the time of recording of each final plat that contains lots platted for residential homes as follows:
Amount to be paid = \$780.41 per lot

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any improvements 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.
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 arising from the construction of the 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 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.

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.

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.
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.

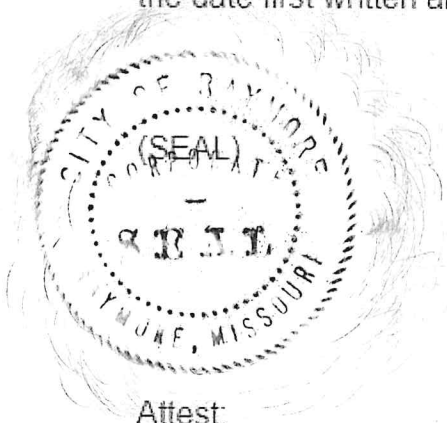
If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Blue Springs Safety Storage South
LLC. at:

%.Tony Ward
1120 NE Eagle Ridge Blvd.
Grain Valley, MO 64029

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



THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn
Jim Feuerborn, City Manager

Attest:

Erica Hill
Erica Hill, City Clerk

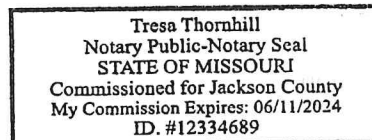
Tony Ward
Sub-Divider - Signature
Tony Ward - member
Printed Name

Sub-Divider - Signature

Printed Name

Subscribed and sworn to me on this
the 13th day of Dec 2021
in the County of Jackson,
State of Missouri.

Stamp:



Notary Public: Tresa Thornhill My Commission Expires: 06/11/2024

