

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, October 11, 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. Monthly Court Report (pg 9)
- B. 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, September 27, 2021 (pg 13)
- B. Rec Park Trail Project - Acceptance and Final Payment

Reference: - Resolution 21-37 (pg 25)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

7. Unfinished Business. Second Reading.

A. Madison Valley Rezoning R-1 to R-1.5

- Reference: - Agenda Item Information Sheet (pg 29)
- Bill 3655 (pg 31)
- Staff Report (pg 34)
- Planning & Zoning Commission minutes (pg 55)

Tony Ward, representing Blue Springs Safety Storage South, LLC, filed a request to reclassify the zoning of 46.26 acres located west of the existing Madison Valley Subdivision and north of 58 Highway, from "R-1" Single-Family Residential District to "R-1.5" Single-Family Residential District.

- City Council, 9/27/2021: Approved 7-0
- Planning and Zoning Commission, 09/07/2021: Approved 5-2

B. Madison Valley Phase 2 Preliminary Plat

- Reference: - Agenda Item Information Sheet (pg 59)
- Resolution 21-35 (pg 61)
- Staff Report (pg 62)
- Memorandum of Understanding (pg 87)
- Preliminary Plat (pg 101)

Tony Ward, representing Blue Springs Safety Storage South, LLC, filed a request for preliminary plat approval for Madison Valley Phase 2, a 154-lot single-family subdivision.

- City Council, 9/27/2021: Postponed 7-0
- Planning and Zoning Commission, 09/07/2021: Approved 7-0

C. Award of Contract - Radiant Heating Public Works Operations and Maintenance Garage

- Reference: - Agenda Item Information Sheet (pg 103)
- Bill 3656 (pg 105)
- Contract (pg 107)

This project involves the replacement of natural gas unit heaters in the Operations and Maintenance garage with a radiant heating system. Staff recommends approval of Bill 3656 awarding contract to Hon Heating & Cooling for the Radiant Heating project.

- City Council, 9/27/2021: Approved 7-0

D. Alexander Creek 3rd Final Plat

Reference: - Agenda Item Information Sheet (pg 145)
- Bill 3658 (pg 147)
- Staff Report (pg 150)
- Development Agreement (pg 157)
- Final Plat (pg 167)

Tyler Sallee, representing Alexander Creek Holdings, LLC, is requesting approval of the final plat for Alexander Creek 3rd Plat, a 55-lot single family subdivision phase.

- | |
|--|
| <ul style="list-style-type: none">• City Council, 9/27/2021: Approved 7-0• Planning and Zoning Commission, 9/21/2021: 7-0-1 |
|--|

8. New Business. First Reading.

A. Adoption of the FY 2022 City Budget (public hearing)

Reference: - Agenda Item Information Sheet (pg 171)
- Bill 3660 (pg 173)

The proposed Fiscal Year 2022 Budget was presented to the City Council on Aug. 16. The Council discussed the budget at several work sessions since it was presented to it by the City Manager. The budget is now presented for first reading. The FY 2022 begins Nov. 1, 2021. Staff is requesting the public hearing be opened and continued to the Oct. 25 meeting to allow public input.

B. Budget Amendment: FY 2021 Operating Adjustments

Reference: - Agenda Item Information Sheet (pg 177)
- Bill 3661 (pg 179)

During Fiscal Year 2021 the following line-item expenditures exceeded the adopted budget. A budget adjustment is necessary to account for those items as they are expensed to FY 2021.

C. Confirmation of Undeveloped Lots to Have Sidewalk Installed by City

Reference: - Agenda Item Information Sheet (pg 183)
- Resolution 21-36 (pg 185)

On Sept. 27 Council held public hearings to determine those undeveloped lots on which the City will install sidewalk and levy a special assessment against the lot for the costs. This Resolution confirms the list of identified lots and authorizes the City staff to proceed with the steps necessary to have the sidewalk installed.

D. Administrative Policy Manual Amendment: VESSA Leave Policy

Reference: - Agenda Item Information Sheet (pg 187)
- Bill 3662 (pg 189)
- Section 600.6 of the Administrative Policy Manual (pg 191)
- Draft Forms (pg 194)

The State of Missouri approved legislation that requires protected, unpaid leave for victims of domestic abuse. As part of the new law, the City is required to adopt the leave policy as part of its Administrative Policy Manual and provide notice to all employees by Oct. 27, 2021.

E. Code Amendment: Section 130.300(A) Court Costs

Reference: - Agenda Item Information Sheet (pg 197)
- Bill 3659 (pg 199)

Bill 3659 seeks to amend Section 130.300(A) Court Costs to incorporate the newly adopted Statewide Court Automation Fund surcharge. This surcharge (currently set at \$7 per citation) would be paid monthly to the Missouri Director of Revenue for the costs associated with the Show-Me Courts statewide initiative to automate court records from the municipal to county/state levels of the judiciary.

F. Support of Application to MHDC for Ridgeview Estates

Reference: - Agenda Item Information Sheet (pg 201)
- Resolution 21-38 (pg 203)
- Preliminary Plan (pg 205)

Dan Sanders, representing MACO Development Company, LLC, has requested a resolution in support of the application he intends to file with the Missouri Housing Development Commission (MHDC) for tax credits for a proposed 60-unit affordable senior housing rental development on an 8-acre property located west of Dean Avenue and south of Lucy Webb Road.

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, 10/05/21 (pg 209)
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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

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
September	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:	Municipal Judge(s) Active During Reporting Period:
Angela Davis	angela.davis@courts.mo.gov	Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	60	1,139	610
B. Cases (citations / informations) filed	2	96	54
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	3	0
4. plea of GUILTY in court	6	71	33
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	13	0
6. dismissed by court	0	2	0
7. nolle prosequi	0	12	10
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	6	101	43
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	56	1,134	621
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: September - 2021
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	151	Does court staff process parking tickets? No	
2. # Served/withdrawn during reporting period:	80	1. # Issued during reporting period:	
3. # Outstanding at end of reporting period:	1,617		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$11,079.00
Clerk Fee – Excess Revenue	\$978.37
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$29.97
Bond forfeitures (paid to city) – Excess Revenue	\$200.00
Total Excess Revenue	\$12,287.34
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$7,425.00
Clerk Fee – Other	\$492.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$122.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$874.61
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$15.42
Law Enforcement Training (LET) Fund surcharge	\$245.06
Domestic Violence Shelter surcharge	\$488.00
Inmate Prisoner Detainee Security Fund surcharge	\$245.07
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$667.85
Total Other Revenue	\$10,575.01
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	\$600.00
Total Other Disbursements	\$600.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$23,462.35
Bond Refunds	\$1,346.50
Total Disbursements	\$24,808.85

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, SEPTEMBER 27, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS BARBER, BERENDZEN, BURKE, CIRCO, TOWNSEND, AND WILLS-SCHERZER. MEMBER PRESENT ELECTRONICALLY: COUNCILMEMBER ABDELGAWAD. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY MARGIE SULLIVAN.

- 1. Call to Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** Recording Secretary Margie Sullivan called roll; quorum present to conduct business. Councilmember Holman was absent.
- 3. Pledge of Allegiance.**
- 4. Presentation/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

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

Parks and Recreation Director Nathan Musteen reviewed the enrollment information for fall sports and noted upcoming Park Board items. He answered questions from Council.

Communications Manager Melissa Harmer noted the new art on display in the Council Chambers and stated the Review was delivered to Raymore mailboxes. She announced a memorial painting for Arts Commissioner Pam Simpson that will be on display in the lobby of City Hall until Thanksgiving.

City Manager Jim Feuerborn announced items for the October 4 work session.

- 7. Committee Reports.**
- 8. Consent Agenda.**
- A. City Council minutes, September 13, 2021**

MOTION: By Councilmember Townsend, second by Councilmember Barber 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	Absent
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

9. Unfinished Business.

A. Rezoning - Ridgeview Estates

BILL 3650: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "C-2" GENERAL COMMERCIAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, AN EIGHT-ACRE TRACT OF LAND LOCATED SOUTH OF LUCY WEBB ROAD, WEST OF DEAN AVENUE, IN RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Margie Sullivan conducted the second reading of Bill 3650 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Barber to approve the second reading of Bill 3650 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	Absent
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3650 as **Raymore City Ordinance 2021-054.**

B. Termination of Memorandum of Understanding with Park Side LLC

BILL 3651: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS REQUIRED TO TERMINATE, AND REMOVE AS AN ENCUMBRANCE ON THE PUBLIC RECORD, THE MEMORANDUM OF UNDERSTANDING, FOR PARK SIDE SUBDIVISION AS ENTERED INTO BETWEEN THE CITY AND PARK SIDE LLC."

Recording Secretary Margie Sullivan conducted the second reading of Bill 3651 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Barber to approve the second reading of Bill 3651 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	Absent
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3651 as **Raymore City Ordinance 2021-055.**

C. Memorandum of Understanding - Triangle 2, LLC and Triangle 4, LLC - Park Side Subdivision

BILL 3652: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR THE PARK SIDE SUBDIVISION."

Recording Secretary Margie Sullivan conducted the second reading of Bill 3652 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Barber to approve the second reading of Bill 3652 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	Absent
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3652 as **Raymore City Ordinance 2021-056.**

D. Termination of Sunset Lane/163rd Street Extension Design Reimbursement Agreement

BILL 3653: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO NOTIFY PARK SIDE LLC OF BREACH, AND TO TAKE ALL NECESSARY STEPS REQUIRED TO EITHER SATISFY ANY REIMBURSEMENT REQUIREMENTS AND/OR TERMINATE THE REIMBURSEMENT AGREEMENT ENTERED INTO BETWEEN THE CITY AND PARK SIDE LLC."

Recording Secretary Margie Sullivan conducted the second reading of Bill 3653 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Barber to approve the second reading of Bill 3653 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	Absent
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3653 as **Raymore City Ordinance 2021-057.**

E. Reimbursement Agreement - Triangle 2, LLC and Triangle 4, LLC - Sunset Lane/163rd Street Design

BILL 3654: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET DESIGN REIMBURSEMENT AGREEMENT WITH TRIANGLE 2, LLC AND TRIANGLE 4, LLC TO DESIGN A PORTION OF THE EXTENSION OF SUNSET LANE."

Recording Secretary Margie Sullivan conducted the second reading of Bill 3654 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Barber to approve the second reading of Bill 3654 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	Absent
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3654 as **Raymore City Ordinance 2021-058**.

10. New Business.

A. Madison Valley Rezoning R-1 to R-1.5 (public hearing)

BILL 3655: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-1.5 SINGLE-FAMILY RESIDENTIAL DISTRICT, A 46.26-ACRES TRACT OF LAND LOCATED WEST OF THE EXISTING MADISON VALLEY SUBDIVISION, IN RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Margie Sullivan conducted the first reading of Bill 3655 by title only.

Mayor Turnbow opened the public hearing at 7:17 p.m. and called for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Tony Ward, representing Blue Springs Storage South, LLC, is requesting to reclassify the zoning of 46 acres located west of the existing Madison Valley subdivision, from R-1 Single-Family Residential District to R-1.5 Single-Family Residential District. The rezoning will allow for a single-family residential subdivision. This public hearing was properly advertised in *The Journal* and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code, application, Growth Management Plan, preliminary plan, staff report, and lot size analysis to be entered into the record. He reviewed past actions regarding this property. There were Good Neighbor meetings held on August 4 and August 18. At its September 7 meeting, the Planning and Zoning Commission voted 5-2 to accept the staff proposed findings of fact and recommend approval of the rezoning.

Bryan Rahn, representing property owner Blue Springs Safety Storage South LLC, provided a review of the project. He answered questions from Council.

Mayor Turnbow opened the public hearing for public comment.

Julie Hanson, 414 N Park Drive, spoke in opposition to the rezoning.

Mayor Turnbow closed the public hearing at 7:37 p.m.

Councilmember Circo asked about connectivity from Sunset Lane to the north. Public Works Director Mike Krass stated eventually Sunset Lane will be completed north to connect to 163rd Street. The reimbursement agreement for that project was approved in unfinished business this evening.

Councilmember Townsend asked what is driving the smaller lot sizes that have been before Council recently. Mr. Cadoret stated the market is driving the smaller lot sizes as land costs and infrastructure costs are increasing. The mixture of lot sizes is attractive to developers.

Councilmember Barber asked if Park Drive was planned as a dead-end street or as a connection into future development. Mr. Cadoret answered yes.

MOTION: By Councilmember Townsend, second by Councilmember Barber to approve the first reading of Bill 3650 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	Absent
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

B. Madison Valley Phase 2 Preliminary Plat (public hearing)

RESOLUTION 21-35: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE MADISON VALLEY PHASE 2 PRELIMINARY PLAT."

Recording Secretary Margie Sullivan conducted the reading of Resolution 21-35 by title only.

Mayor Turnbow opened the public hearing at 7:47 p.m. and called for a staff report.

Development Services Director Jim Cadoret provided a detailed review of the staff report included in the Council packet. Tony Ward, representing Blue Springs Storage South, LLC, filed a request for preliminary plat approval for Madison Valley Phase 2, a 154-lot single-family subdivision proposed for 46 acres located west of the existing Madison Valley subdivision. A Memorandum of Understanding has been prepared detailing the requirements of the City and the Developer regarding the development. The rezoning will allow for a single-family residential subdivision. This public hearing was properly advertised in *The Journal* and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development

Code, application, Growth Management Plan, preliminary plan, staff report, Memorandum of Understanding, and an email with exhibits from Jerry Faulkner to be entered into the record. There were Good Neighbor meetings held on August 4 and August 18. At its September 7 meeting, the Planning and Zoning Commission voted 7-0 to accept the staff proposed findings of fact and recommend approval with four conditions as noted in the staff report.

Robin Martinez, representative of the applicant, reviewed changes made to the plan regarding construction and street traffic from discussions during the Good Neighbor meetings.

William "Jerry" Faulkner, 504 N. Park Drive, asked for condition 2 to be removed to allow access to a 6 acres tract of vacant land.

The following residents spoke against the preliminary plat, noting concerns of traffic and safety:

Julie Hanson, 414 N. Park Drive
Charles Wilson, 410 N. Park Drive

Mayor Turnbow opened the public hearing for public comment. Hearing none, he closed the public hearing at 8:11 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Barber to continue Resolution 21-35 until the rezoning for this project is concluded.

DISCUSSION: None

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

C. Sidewalk on Undeveloped Lots (public hearing)

Mayor Turnbow opened the public hearing at 8:13 p.m. and called for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. In January 2021 staff identified seven undeveloped lots that met the threshold requirement under the Unified Development Code to have sidewalk installed. Each lot owner was given until Aug. 1 to have sidewalk installed, or to secure a building permit for a home on the lot. Of the lot owners, three complied with the request and the remaining four were provided notice on non-compliance with code. Each was advised that a public hearing would be held on Sept. 27 to determine if the City is to install the sidewalk and levy a special

assessment against the lot for the costs to install the sidewalk. A staff report has been prepared for each lot identifying specific information for that property. Upon completion of each public hearing, staff requests Council to determine if the City is to install sidewalk upon the lot. A resolution confirming the decision made on each lot will then be presented to the Council on Oct. 11. If the City is to install a sidewalk upon a lot, no work would commence before Sept. 1, 2022. If the sidewalk is installed upon the lot by the property owner or a building permit issued for the lot prior to Sept. 1, 2022, no work will be completed by the City.

The first lot for consideration of sidewalk installation:

204 Ramblewood Drive, Ramblewood at Jeter Farm Lot 21 - Redbird Homes, LLC

Mr. Cadoret stated the owner plans to either construct a home or install sidewalk in 2022.

MOTION: By Councilmember Townsend, second by Councilmember Barber to approve the plan for sidewalk installation on undeveloped lots as presented and prepare a Resolution for consideration at the October 11, 2021 regular City Council meeting.

DISCUSSION: None

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

The 3 remaining lots for consideration of sidewalk installation:

- 300 Crestview Court, Alexander Creek 2nd Plat Lot 53 - GAHA Fund II LLC
- 303 Crestview Court, Alexander Creek 2nd Plat Lot 51 - GAHA Fund II LLC
- 305 Crestview Court, Alexander Creek 2nd Plat Lot 50 - GAHA Fund II LLC

Mr. Cadoret stated the owner is seeking bids to install sidewalk on the lots.

Mayor Turnbow opened the public hearing for public comment. Hearing none, he closed the public hearing at 8:20 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Barber to approve the plan for sidewalk installation on undeveloped lots as presented and prepare a Resolution for consideration at the October 11, 2021 regular City Council meeting.

DISCUSSION: None

ROLL CALL VOTE:

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

D. Award of Contract - Radiant Heating Public Works Operations and Maintenance Garage

BILL 3656: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HON HEATING AND COOLING FOR THE RADIANT HEATING PROJECT, CITY PROJECT NUMBER 21-383-107, FOR THE AMOUNT OF \$42,450 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Margie Sullivan conducted the first reading of Bill 3656 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project will install a radiant heating system in the garages at the Public Works Operations Building that will more efficiently heat the area during snow operations when the garage doors are frequently opened and closed. The amount budgeted for this project from the Capital Budget is \$40,000; the remaining balance of \$2,450 will be funded through the Buildings & Grounds Professional Services budget. This project is also expected to save money on natural gas costs out of the Buildings & Grounds budget. Hon Heating & Cooling was determined to be the lowest and best bidder.

MOTION: By Councilmember Townsend, second by Councilmember Barber to approve the first reading of Bill 3656 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	Absent
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

E. Alexander Creek 3rd Final Plat

BILL 3658: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE ALEXANDER CREEK 3RD PLAT."

Recording Secretary Margie Sullivan conducted the first reading of Bill 3658 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Tyler Sallee, representing Alexander Creek Holdings, LLC, filed a request for final plat approval for Alexander Creek 3rd Plat, a 55-lot single-family subdivision proposed west of Ward Road and north of Alexander Creek Drive. The development agreement outlines the requirements of the developer in completion of this phase of the subdivision. At its September 21 meeting, the Planning and Zoning Commission voted 7-0-1 to accept the staff proposed findings of fact and recommend approval.

MOTION: By Councilmember Townsend, second by Councilmember Barber to approve the first reading of Bill 3658 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	Absent
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

11. Public Comment.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers commended the Parks and Recreation staff for their continued efforts to provide quality programs and services and thanked staff for their work.

13. Adjournment.

MOTION: By Councilmember Townsend, second by Councilmember Barber 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	Absent
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

The regular meeting of the Raymore Council adjourned at 8:38 p.m.

Respectfully submitted,

Margie Sullivan
Recording Secretary

RESOLUTION 21-37

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE REC PARK TRAIL PROJECT."

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

WHEREAS, the Director of Public Works determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The Rec Park Trail Project is accepted.

Section 2. The final payment in the amount of \$3,849.46 is approved.

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

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

DULY READ AND PASSED THIS 11TH DAY OF OCTOBER, 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

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 27, 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 3655: Madison Valley Phase 2 Rezoning

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Sept. 7, 2021
Action/Vote: Approve 5-2

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Planning and Zoning Commission meeting minutes

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Tony Ward, representing Blue Springs Storage South, LLC, is requesting to reclassify the zoning of 46 acres located west of the existing Madison Valley subdivision, from R-1 Single-Family Residential District to R-1.5 Single-Family Residential District. The rezoning will allow for a single-family residential subdivision.

BILL 3655

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-1.5 SINGLE-FAMILY RESIDENTIAL DISTRICT, A 46.26-ACRE TRACT OF LAND LOCATED WEST OF THE EXISTING MADISON VALLEY SUBDIVISION, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on September 7, 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 September 27, 2020, 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-1" Single-Family Residential District to "R-1.5" Single-Family Residential District, for the following 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.

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

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

DULY READ THE FIRST TIME THIS 27TH DAY OF SEPTEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF OCTOBER, 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: September 27, 2021
Re: Case #21021 Madison Valley Phase 2 - Rezoning R-1 to R-1.5

GENERAL INFORMATION

Applicant: Tony Ward
Blue Springs Safety Storage South, LLC
1120 NW Eagle Ridge Blvd.
Grain Valley, MO 64029

Requested Action: Request to reclassify the zoning of 46 acres from "R-1" Single-Family District to "R-1.5" Single-Family District

Property Location: Generally located north of 58 Highway, west of North Madison Street



Site photographs:



View looking north from Park Drive



View looking south from Mesa Ridge Drive



View looking north from Buffalo Drive



View looking west from Sunflower Drive



View looking west from Heritage Drive

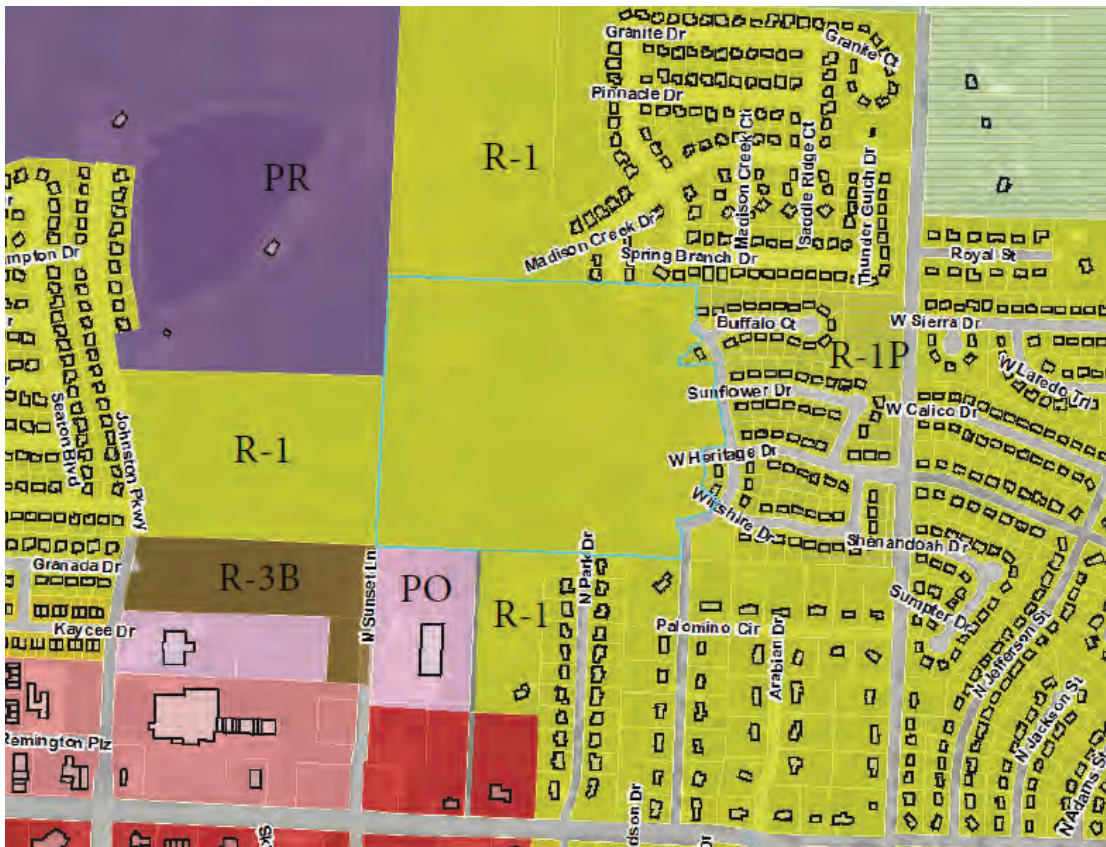


View looking west from Wiltshire Drive



View looking north at future Sunset Lane location

Existing Zoning: “R-1” Single-Family Residential District



North: R-1 (Single Family Residential)
East: R-1P (Single Family Residential Planned)
South: R-1 & PO (Single Family Residential & Professional Office)
West: R-1 & PR (Single Family Residential & Parks, Recreation and Public Use)

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 Sunset Lane as a Minor Collector.

Legal Description:

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:

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Advertisement: August 19, 2021 **Journal** newspaper
September 9, 2021 **Journal** newspaper

Public Hearing: September 7, 2021 Planning Commission meeting
September 27, 2021 City Council

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
Exhibit 7. Lot Size Analysis - Applicant handout
Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning of 46.26 acres from the existing “R-1” Single-Family Residential District classification to “R-1.5” Single-Family Residential District classification.

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” Agricultural District to “R-1” Single Family Residential District on April 9, 2001.
2. The Hawthorne Ridge Preliminary Plat was approved for the subject property on April 23, 2001. The Preliminary Plat proposed 190 lots on 71 acres. The preliminary plat expired on April 23, 2002 due to no final plat application ever being approved.

3. A request to reclassify the zoning of a portion of the subject property from R-1 to "R-3P" Multiple-Family Dwelling Planned District was withdrawn by the property owner in March of 2004.
4. The Preliminary Plat for Madison Valley Subdivision was initially approved on September 27, 2004. The plat contained 202 single-family lots. The preliminary plat expired on October 10, 2014.
5. The Madison Valley 1st Final Plat was approved on October 10, 2005. The 1st plat was constructed and contained 75 lots.
6. In 2009 an application was filed to reclassify the north half of the 1st plat area from R-1 to "R-2" Single and Two-Family Residential District. The application was withdrawn on April 20, 2009.
7. On June 10, 2013 the City approved the reclassification of zoning of 65 of the lots in 1st Final Plat area from R-1 to "R-1P" Single-Family Residential Planned District. The rezoning modified the side yard setback requirement from a minimum of ten feet down to ten percent of the lot width, with a minimum setback of five feet.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

There were two Good Neighbor meetings held. All adjacent property owners within 185 feet of the proposed development were not properly notified of the first meeting held on August 4, 2021. The meeting was still held for those residents in attendance. After the August 4 meeting, notices were sent to all property owners within 185 feet of the proposed development for the official Good Neighbor meeting held on August 18, 2021.

August 4, 2021 meeting:

Project Engineer Toby Williams made the presentation and answered questions. Development Services Director Jim Cadoret represented City staff. The comments below provide a summary of the meeting:

Toby Williams began the meeting by briefly explaining the project. Mr. Williams indicated the initial preliminary plat for the development has expired. The new developer is trying to get the overall layout to work. The stream buffer requirement reduces the area of the property that can be developed.

Attendees at the August 4 meeting had the following questions regarding the project:

Q: Will there be stormwater detention? Yes, there are four detention pond areas included in the development.

Q: Is this a financially viable project? Yes. The developer will be the builder of all lots in the subdivision.

Q: What does the City gain from this development? I do not see any amenities.

The City will gain the property tax revenue from the new homes constructed. This is an infill development that will provide connectivity between subdivisions and between Madison Street and Sunset Lane.

Q: What are the minimum home sizes proposed? 1,800 - 2,000 square feet, similar to the existing homes in Madison Valley.

Q: Who is the developer? Ward Development out of Grain Valley.

Q: What is the requirement for access? We do not want our street to be a thoroughfare. City is requiring connection to Park Drive and to Mesa Ridge Drive. City is allowing only one crossing of the creek and one connection to Sunset Lane..

Q: What will be the construction traffic route? Initially the route will be set off North Madison Street.

Q: Is a “T” intersection at Park an option? It is an option to have Park Drive intersect and stop at the first street to the north within the new plat.

Q: Where has the developer built before? The developer completed the undeveloped lots in Madison Valley. The developer has also built homes in Grain Valley.

Q: Will the lots be for sale to individuals or to a corporation or LLC? The developer will retain ownership of all of the lots and intend to sell the homes to individual homeowners.

Q: What will be the size of the homes? 2,000 to 3,000 square feet in size. There will be a mixture of reverse, walkouts, 1-story and 2-story homes.

Q: What will the homes sell for? What the market will bear.

Q: Existing homeowners in Madison Valley do not want an HOA? Will an HOA be required? Existing lot owners in Madison Valley would have to vote on and agree to be part of an HOA.

Q: What is the impact on the school system? The school district has been aware of the potential development and completion of Madison Valley for many years and have planned on its completion.

Q: Is any mitigation necessary for the existing pond on the property? A determination will need to be made if the pond is a regulated pond or not.

Q: Is there a difference between the Clover & Hive homes and what is being proposed in Madison Valley? The Clover and Hive homes are on 40-foot wide lots. These lots are wider and the homes will be larger.

Q: Will there be a bridge over the creek? There will be a culvert for the stream crossing.

Q: Can the City require a 2nd stream crossing and connection to Sunset Lane? It is best to limit the number of stream crossings and the City has indicated one crossing is adequate here. Sunset Lane is a minor collector and access to the road needs to be limited.

August 18, 2021 meeting:

Developer representative Bryan Rahn and Project Engineer Toby Williams made the presentation and answered questions. Development Services Director Jim Cadoret represented City staff. The comments below provide a summary of the meeting:

Bryan Rahn began the meeting by briefly talking about the developer and previous developments completed.

Attendees at the August 18 meeting had the following questions regarding the project:

Q: Who are you? Bryan Rahn, representing Countryclub Homes, which is a subsidiary of the property owner Blue Springs Safety Storage South, LLC.

Q: Will you be the only builder? Yes.

Q: What is your role? I am the project manager.

Q: Have you done any work within the City of Raymore? Yes, we finished the bulk of the homes in Madison Valley.

Q: Who is Blue Springs Safety Storage South? It is an LLC subsidiary of Ward Homes. We have been building homes since 1979.

Q: Will lots be sold to anyone else? No, we will be the only builder and will not be selling any lots.

Q: What happens if the City doesn't approve the rezoning to R-1.5? It becomes a financial decision on whether we can make a development work on the property.

Q: When you purchased the property you knew it was zoned R-1. Why subject the neighbors to the R-1.5? We were going through the process of determining the impact of the City Codes on developing the property. We need X number of lots to make this a viable project. Not everyone can afford homes on larger lots. There is a market for affordable homes and the smaller lots allow us to meet that need.

Q: Will these be speculative homes? Yes, we are not a custom home builder.

Q: Will you blitz build all of the homes in one phase? Our intention is to go down a street and build on each lot.

Q: Did the City assure you that the R-1.5 zoning would be approved? No. We have been discussing with the City staff the utilities to the site and requirements for stormwater control.

Q: What is your plan B? We do not have a plan B but we would work with the City to determine what works best.

Q: How does this development benefit us as neighbors? It probably doesn't benefit you. It benefits the City by providing a variety of homes and prices. Families can still afford to live in Raymore. We think it is good for Raymore to grow.

Q: Can you show how many of the lots meet the R-1 requirements? We did not create a map. The average lot size proposed is 8,269 square feet. Approximately 40% of the lots will remain R-1 sized lots.

Q: Why can't the lots be the same size as the lots to the south? It is not financially viable to create half-acre sized lots.

Q: Is there any consideration for making the lots along the south property line bigger to match the lots to the south? City Code will require a 25 foot buffer between the proposed lots and the existing lots.

Q: Which houses did you build in Madison Valley? We built homes on the undeveloped lots that remained in the subdivision. Our home plans are available on our website.

Q: What is the minimum square footage of the homes? 2,000 square feet, which is a 4 bedroom/2 or 3 bath home. Our 2-story plan would have an unfinished basement. The other plans have a finished basement. We use granite countertops and have stone on the front of the homes.

Q: What will be the starting price for the homes? \$300,000

Q: Is a fence or wall required as part of the berm in the buffer? No, only plantings are required.

Q: Will the HOA be for the new phase only? Yes. And the berm will be located in a common area tract maintained by the HOA.

Q: If approved, can the final product look different than what is approved? We are currently seeking preliminary approval. There may be minor changes made once engineering plans are prepared.

Q: When will Sunset Lane be constructed? Currently scheduled for 2022.

Q: How will the property be marketed? Since we develop the lots and build the homes, there will initially be limited marketing. Once homes are completed, marketing will occur as needed.

Q: When will the project commence construction? If the rezoning and preliminary plat are approved by October then we can start engineering drawings. Would not expect any home construction to commence until summer of 2022.

Q: Can a second street connection be made to Sunset Lane? City will dictate the connection points we are allowed to Sunset Lane.

Q: Who decides where the construction access will be? The City.

Q: Can phase 3 be constructed before phase 2? Possibly, but cannot answer that tonight. Answer depends on how phase 2 and 3 will be provided utility connections.

STAFF COMMENTS

1. The property has been zoned “R-1” Single-Family Residential Planned District since April 9, 2001.
2. The R-1.5 District was created as part of the adoption of the Unified Development Code. Currently there are no properties located within the City with the R-1.5 designation.
3. The purpose of the R-1.5 District is to accommodate low-density residential development and limited institutional uses compatible with surrounding residential neighborhoods, with slightly smaller lot sizes and higher density than the R-1 Single-Family District.
4. The uses permitted in the R-1 and the R-1.5 district are the same. “P” are permitted uses; “S” are permitted uses with special conditions; “C” requires a conditional use permit; “-” are prohibited uses. The uses allowed are as follows:

Use	R-1	R-1.5	Use Standard
RESIDENTIAL USES			
Household Living			
Single-family Dwelling, Detached (conventional)	P	P	
Manufactured Home Residential – Design	S	S	Section 420.010D
Single-family Dwelling, Attached	-	-	Section 420.010A
Two-family Dwelling (Duplex)	-	-	
Multi-family Dwelling (3+ units)	-	-	Section 420.010A
Apartment Community	-	-	Section 420.010A
Cluster Residential Development	S	S	Section 420.010B
Manufactured Home Park	-	-	Section 420.010C
Employee Living Quarters	-	-	
Accessory Dwelling, Attached	S	S	Section 420.050E
Accessory Dwelling, Detached	S	S	Section 420.050E
Group Living			
Assisted Living	-	-	
Group Home	S	S	Section 420.010E
Nursing Care Facility	-	-	
Transitional Living	-	-	
Group Living Not Otherwise Classified	C	C	
PUBLIC AND CIVIC USES			
Cultural Exhibit or Library	C	C	
Government Buildings and Properties	C	C	
Place of Public Assembly	C	C	
Public Safety Services	C	C	
Religious Assembly	P	P	

Use	R-1	R-1.5	Use Standard
School	P	P	
Utilities			
Major	C	C	
Minor	P	P	
COMMERCIAL USES			
Animal Services			
Kennel	-	-	Section 420.030E

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

5. The development standards for the existing R-1 and the proposed R-1.5 district are shown below:

	R-1	R-1.5
Minimum Lot Area (square feet)	8,400	6,500
Minimum Lot Width (feet)	70	60
Minimum Lot Depth (feet)	100	100
Yards, Minimum (feet)		
front	30	30
rear	30	30
side	10	7.5
side, exterior	30	15
Maximum Building Height (feet)	35	35
Maximum Building Coverage (%)	30	40

6. The subdivision adjacency requirements of the Unified Development Code state that if the median lot area per dwelling unit of proposed lots is less than 75% of the median lot of the adjacent existing platted lots that the requirements for subdivision adjacency, as outlined below, apply.

F. Subdivision Adjacency Standards

3. Standards

New residential subdivisions subject to the requirements of this section must provide one of the following lot compatibility techniques along the common property line:

a. Landscape Buffer with Berm

- (1) Shall have a minimum width of 25 feet;
- (2) Shall have a minimum height of four feet;
- (3) Evergreens shrubs, trees or other landscape plantings shall be utilized to create a Type A opaque buffer as defined in Section 430.080C1;
- (4) Perimeter barriers, including fencing or walls, may be utilized within the landscape buffer; and
- (5) The buffer shall be part of an open space or landscape tract.

b. Landscape Buffer without Berm

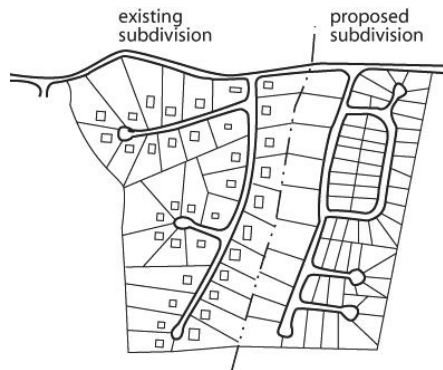
- (1) Shall have a minimum width of 30 feet;
- (2) Evergreens, shrubs, trees, or other landscape plantings shall be utilized to create a Type A opaque buffer as defined in Section 430.080C1;
- (3) Perimeter barriers, including fencing or walls may be utilized within the landscape buffer; and
- (4) The buffer shall be part of an open space or landscape tract.

c. Open Space Buffer

- (1) Shall have a minimum width of 50 feet;
- (2) Shall contain a 10 foot wide trail, pedestrian or bike path that provides pedestrian connectivity; and
- (3) The buffer shall be part of an open space or landscape tract.

d. Yard Matching

The rear yard widths of the proposed development shall match the rear yard widths of the existing adjacent development.



e. Parkland

Dedication of City parkland accepted by the Raymore Parks and Recreation Board.

2. Combination of Options

A combination of options may be utilized to fulfill the adjacency requirement along the entire length of the common property line between the proposed lots and existing platted lots.

Compliance with the subdivision adjacency requirements are determined as part of the review of the preliminary plat.

7. The following subdivisions located within the City of Raymore have minimum lot sizes and minimum lot widths equal to or less than the proposed subdivision:

SUBDIVISION	ZONING DISTRICT	MINIMUM LOT SIZE	MINIMUM LOT WIDTH
Madison Valley Phase 2	Proposed R-1.5	6,500	60
Alexander Creek	PUD	6,000	60
Eastbrook at Creekmoor	PUD	4,500	40
Edgewater at Creekmoor	PUD	5,000	50
Morningview	PUD	5,000	50
Oak Ridge Farms	PUD	6,480	48
Park Side	R-1P	6,000	50
Ramblewood	PUD	0	50
Saddlebrook	R-1P	4,500	45
Shadowood	R-1P	6,000	50
The Village at Southern Hills at Creekmoor	PUD	5,000	55
Westbrook Villas at Creekmoor	PUD	5,500	50

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, professional office and parks and recreation space.
- 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 developed residential to the north, east and south; undeveloped residential to the north and west; professional office to the southwest; and public park to the northwest. There is a stream that crosses through the property with the topography of the property sloping towards the stream.
- 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 low density residential development, defined as detached single-family residential. One of the goals of the City Strategic Plan is to provide quality, diverse housing options that meet the needs of our current and future community. There is a growing demand for reduced lot sizes in order to keep the cost of new home construction at a more affordable level.
- 4. suitability of the subject property for the uses permitted under the existing and proposed zoning districts;**
The property is suitable for development as a single-family subdivision.
- 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 was developed as single-family residential. Property to the southwest was rezoned from Agricultural to Professional Office to allow for the Compass Health facility. Property to the northwest was rezoned from residential to parks and recreation use to allow for the creation of Hawk Ridge Park.
- 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. The Unified Development Code specifically requires new development to be compatible with adjacent residential development when differing lot sizes are proposed in the new development. The subdivision adjacency requirements do apply to the

proposed rezoning area. The proposed zoning designation is for detached, single-family homes which is compatible with the residential zoning designation of surrounding properties.

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. Development upon the property will have direct access to North Madison Street, a major collector roadway to the east. The extension of Sunset Lane in 2022 will provide direct access to Sunset Lane, a minor collector roadway to the west.

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

The property is currently suited for uses under the current zoning regulations.

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

The property has remained vacant since it was rezoned to R-1 in 2001.

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 keeps the property in compliance with the adopted Growth Management Plan and helps to provide housing diversity in lot sizes available for new home construction.

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. The allowable uses would remain the same. All requirements of the Unified Development Code can be met under the proposed rezoning.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	September 7, 2021	September 27, 2021	October 11, 2021

STAFF RECOMMENDATION

The uses allowed within the “R-1” and “R-1.5” zoning districts are exactly the same. The difference between the two districts is that within the R-1.5 district the minimum lot size and minimum lot width requirement is reduced; the minimum side yard setback is reduced; and the maximum building coverage is increased.

The City adopted the subdivision adjacency requirements in 2007 as a response to neighboring residents of a proposed subdivision being concerned that lots adjacent to their acreage lots were not the same and thus not compatible. The subdivision adjacency requirements were created to minimize or eliminate the possibility of “smaller” lots being immediately adjacent to larger lots in an adjacent subdivision. If the subdivision adjacency provisions are utilized, then any impact of the smaller lots is reduced or eliminated.

The subdivision adjacency requirements are required to be met for the proposed lots in Madison Valley that are (were) adjacent to the larger lots in the adjacent subdivisions to the south.

City staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21021, reclassification of zoning of 46.26 acres from the existing “R-1” Single-Family Residential District to “R-1.5” Single-Family Residential District, to City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its September 7, 2021 meeting, voted 5-2 to accept the staff proposed findings of fact and forward case #21021, reclassification of zoning of 46.26 acres from the existing “R-1” Single-Family Residential District to “R-1.5” Single-Family Residential District, to City Council with a recommendation of approval.



Memorandum

TO: Jim Cadoret, Director Development Services
FROM: Michael Krass, Director of Public Works and Engineering
DATE: August 31, 2021
RE: Madison Valley Phase 2 Preliminary Plat

This project is a continuation of the Madison Valley Development.

Transportation System

This development will access Madison Street to the east and future Sunset Lane to the west. Both of these roadways are classified as Collector Streets in the City's Transportation Master Plan. These roads have adequate capacity to convey traffic from this development as well as future development in the surrounding area.

Sanitary Sewer

Sanitary sewer service will be provided by connecting to existing sewers within the development. These sewers have adequate capacity to serve the development.

Water Service

Water service will be provided by connecting to existing water mains. These mains have adequate capacity to serve this development.

Storm Water

Storm water runoff will be controlled through detention basins. Water quality measures have been included that meet the City's requirements.

Summary

The existing infrastructure is adequate to serve this proposed development.

Planning and Zoning Commission Meeting Minutes Excerpt September 7, 2021

7. New Business -

Commissioner Faulkner noted that he will be recusing from new business since he is a neighbor to Madison Valley.

a. **Case # 21021: Rezoning R-1 to R-1.5 - Madison Valley Phase 2 (public hearing)**

Chairman Wiggins opened the public hearing at 7:04pm.

Bryan Rahn came to the podium on behalf of Tony Ward and the Blue Springs Safety Storage South, LLC located at 1120 NW Eagle Ridge Blvd., Grain Valley, MO 64029. The request before the Commission is to change the zoning from R-1 to R-1.5 to allow for more lots, making the project financially viable for the developers and creating affordable homes for residents. The average lot size will be 8,269 square feet, which are smaller from the lot sizes that are currently at 8,400 square feet. There will be a transition from the lots in the existing subdivision into the proposed addition that will have larger lots near the existing subdivision, and will transition into smaller lots heading to the southern portion of the property. The reason the lots are smaller to the south is due to the required landscape buffer, which decreases the available square footage for the lot sizes. In 2004, a plat was approved for the property that included 29 fewer lots than is being currently proposed. Robin Martinez came to the podium as legal counsel for Ward Development. Mr. Martinez mentioned that he would like the additional schematics that were distributed to the Commissioners entered as an exhibit. He also mentioned that there is a nationwide shortage of affordable homes, and the homes that are being proposed will help with that shortage in Raymore. The average lot size for this development is much larger than the minimum lot size requirement of 6,500 square feet for R-1.5 zoning.

Director of Development Services Jim Cadoret gave the staff report. He highlighted that the request is to rezone the west 46 acres of the Madison Valley subdivision from "R-1" Single Family District to "R-1.5" Single Family District. Surrounding zoning includes "R-1" Single Family District to the north, "R-1P" Single Family Residential Planned to the east, "R-1" & "PO" Professional Office to the south, and "R-1" & "PR" Parks & Recreation to the west. Reclassification of zoning requires a public hearing and six exhibits plus the handout regarding lot sizes are being entered into record. The property was rezoned "R-1" in 2001, and the Hawthorne Ridge Preliminary Plat was approved for the property in April 2001. The preliminary plat proposed 190 lots on 71 acres, but expired in April 2002 due to no final plat application ever being approved. There was a request to rezone a portion of the property from "R-1" to "R-3P" Multi-Family Planned District but was withdrawn by the property owner in 2004. The preliminary plat for Madison Valley subdivision was initially approved in September 2004 and contained 202 single family lots, but expired in October 2014. Madison Valley 1st Final Plat was approved in 2005 and was constructed with 75 lots, which are the currently built homes in the subdivision. An application was filed to reclassify the north half of the 1st plat area from "R-1" to "R-2" Single and Two-Family Residential District, but was withdrawn in 2009. In June 2013, the City approved the reclassification of zoning of 65 of the lots in the 1st Final Plat area from "R-1" to "R-1P" Single Family Residential Planned District in order to modify the side yard setbacks. There have been two Good Neighbor meetings, the first meeting was not properly notified but had 18 in attendance. The second meeting was held on August 18 and had 20 residents in attendance. The uses are identical between "R-1" and "R-1.5", and the difference between the two are the development standards they encompass. The City established Subdivision Adjacency Standards would apply in this scenario since the existing Madison Valley subdivision abuts this property that is more than 5 acres in size. The Engineering

department has submitted a memorandum regarding adequate public facilities to serve the subdivision and the City recommends acceptance of this case.

Carl Kent, 503 N Park Drive, Raymore MO 64083, came to the podium to give comments. Mr. Kent stated that the two Good Neighbor meetings were both well attended, and mentioned that the developer, Tony Ward, did not attend either meeting. The City's Growth Management Plan designates Madison Valley as appropriate for low-density residential development. The neighborhoods surrounding the proposed development all have larger lots and would not gain any benefit from the development. The homes will be very similar to the homes already built in Madison Valley, as well as the other neighborhoods the developer has built. Reducing the lot sizes will allow for more cars and more traffic along North Park Drive and Appaloosa Drive. Mr. Kent asked if it is appropriate to change the zoning for the property, creating a higher density than was in the City's plans for the last 20 years, and is concerned about potential property valuation decline and stagnation. Mr. Kent respectfully requests that the zoning be kept as "R-1", and the application is sent to City Council with a recommendation of denial.

Corey Hinrichs, 416 N Park Drive, Raymore MO 64083, came to the podium to give comments. Mr. Hinrichs stated that the areas surrounding the potential "R-1.5" rezoning are "R-1" lots, a park, and other areas being developed. There is no need to rezone to "R-1.5" since there is nothing that needs buffering. Lot sizes zoned "R-1" have been decreasing for a number of years, and this "R-1.5" zoning will reduce lot sizes even more in the middle of already established neighborhoods. Mr. Hinrichs mentioned that the preliminary plat shown at this meeting was different than the preliminary plats that were shown at the Good Neighbor meetings. 41% of the proposed homes are shown to be on lots that are large enough to be zoned "R-1", but the side yards and setbacks are smaller than the "R-1" designation would allow. Previous plats show two accesses to Sunset Drive, but the new plat shown at this meeting only has one connection made. This will increase traffic significantly on Appaloosa and North Park Drive. This rezoning is out of place and goes against the Growth Management Plan for the City and should be denied.

Julie Hanson, 414 N Park Drive, Raymore MO 64083, came to the podium to give comments. Ms. Hanson stated that North Park Drive is a quiet, idyllic street that has no sidewalks and no streetlights. The biggest issue is the safety of the street, which will likely become the major thoroughfare to the neighborhood for hundreds of cars. There is no traffic signal at the intersections on 58 Highway from the existing neighborhood, and the fire station sits on the south side of 58 Highway, creating more traffic concerns. In the MOU for the project, there is no mention of North Park Drive becoming a collector street for the subdivision, and using it as a collector will cause great safety and traffic problems.

Sheryl Dunham, 404 N Park Drive, Raymore MO 64083, came to the podium to give comments. Ms. Dunham has concerns that the developer has not been to any of the meetings, and while Blue Springs Safety Storage South is a subsidiary of Ward Homes, Ward Homes has not been listed as the owner of the development. The distance between the proposed homes is very small, only 7' between homes, and it will affect property value on North Park Drive. The developer has homes that are to be developed and have been listed as homes for sale, but nothing has actually been built by the developers. Ms. Dunham also mentioned that she is concerned about who will be taking care of the berm, as well as the traffic issues that have been previously mentioned.

Mayor Turnbow asked if the developers would like to respond to any of the concerns raised by the residents.

Mr. Rahn responded that throughout this project, the developers have worked with City Staff to determine the best plan for the roads and berms that are being shown on the Preliminary Plat. There have been four or five failed developments on the property as its current designation of 'R-1' due to the traffic issues and lot sizes, and those issues have been taken into consideration to come up with the currently proposed rezoning and preliminary plat. Mr. Rahn stated that when the existing Madison Valley subdivision was

not able to be finished, Ward Homes came in to finish building the development. The new phase will have an HOA, but they cannot issue an HOA on an existing subdivision. When the berms need to be maintained or other things need to be taken care of within the development, the developers will take care of it.

Mayor Turnbow mentioned that it was approved by the General Obligation Bond that was passed last year to extend North Sunset further north to connect to the park. Is there a timeline in place on when Heritage Drive would be connected to the extension of North Sunset Lane? This is also an opportunity for comments on the public hearing.

Jeremy Powell with Powell CWM, 3200 S State Route 291, Independence MO 64057, came to the podium to respond. City Staff has limited the developers to one connection to Sunset which will be built in 2022. There is limited crossing of the stream, otherwise there will be Corps of Engineer permitting required, and disturbance of the stream buffer would occur if there is more than one stream crossing. If North Sunset Lane is constructed sooner than 2022, the phasing may change sewers on the west side of the stream, but the phasing of the development was established based on the road being completed in 2022. HOA will maintain the buffers along North Sunset and the south side of the property, as well as the four stormwater detention basins. The "R-1" does not increase the lots by 27% of the yield, there are only 29 lots being added. The North Sunset Lane road access is only being added because the City requires one access point. The homeowners along North Park Avenue did not want a sidewalk to be built along the street, but there will be sidewalks and connectivity in the new development. Regarding the side yard setbacks, there will be 7' on each side of the home on each lot, not 7' between two homes.

City Attorney Zerr reminded the Commissioners that the first case is regarding only the rezoning of the property, and to consider the highest and best use of the property in the vote on this case.

Chairman Wiggins closed the public hearing at 7:56pm, and opened the meeting for Commission Member comments and questions.

Mayor Turnbow asked Mr. Cadoret: when did the "R-1.5" zoning come into existence, and if the only difference between this application and the other rezoning requests is the "PUD", most "R-1.5" requests have come as part of a "PUD" plan?

Mr. Cadoret responded that it was formally adopted as part of the UDC in 2009. There have been other requests that have come in that have modified lot sizes similar to the "R-1.5", they just came under a "PUD" zoning rather than ask for the "R-1.5", but the "PUD" allows modifications as part of the zoning designation.

Commissioner Urquilla asked if there have been "PUD" requests that have come in with lot sizes smaller than the currently requested "R-1.5" rezoning.

Mr. Cadoret responded that yes, there is a table in the packet showing that.

Commissioner Mansur asked if the minimum lot size and width are not the only two factors that separate the "R-1" and "R-1.5"? Could this property come in with a request for a rezoning to "R-1P"?

Mr. Cadoret replied that there is also a reduction for side yard setbacks and an increase in lot coverage. It could come in as an "R-1P" rezoning request, which is what has been requested in the past up until this application.

Chairman Wiggins asked if a developer would be able to come into the undeveloped property to the north, to the west of Madison Creek Drive, and rezone that property to a "PUD"? The concern is that the property would become stuck as "R-1" if the current rezoning proposal is passed. The property has the ability to be rezoned and it would no longer have an island effect.

Mr. Cadoret responded that the property to the northwest could be requested to be rezoned. The property owner has the ability to ask for any zoning designation.

Commissioner Urquilla asked if it were possible for the Commission to request that property be rezoned to eliminate the island effect. It doesn't just have to be the property owner that can rezone?

Mr. Cadoret mentioned that there is the Growth Management Plan which has both of the properties listed as Low Density Residential. The City can initiate a rezoning of a property.

Motion by Commissioner Urquilla, Seconded by Mayor Turnbow, to accept staff proposed findings of fact and forward case #21021, reclassification of zoning of 46.26 acres from the existing "R-1" Single-Family Residential District to "R-1.5" Single-Family Residential District to City Council with a recommendation of approval.

Mr. Zerr reminded the Commission that for the motion to pass, there needs to be a vote from the majority of the whole Commission, which is 5 members.

Vote on Motion:

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

Motion passed to approve the case 5-2-0.

Commissioner Fizer commented that the development of this property will be good, but feels that changing the zoning of a property to make it financially viable for the developer is not a viable reason for rezoning.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 27, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input type="checkbox"/> Ordinance	<input checked="" 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

Res. 21-35: Madison Valley Phase 2 Preliminary Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Sept. 7, 2021
Action/Vote: Approval, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Resident email
Memorandum of Understanding; Preliminary Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Tony Ward, representing Blue Springs Storage South, LLC, filed a request for preliminary plat approval for Madison Valley Phase 2, a 154-lot single-family subdivision proposed for 46 acres located west of the existing Madison Valley subdivision. A Memorandum of Understanding has been prepared detailing the requirements of the City and the Developer regarding the development.

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 approved the recommendation of the Planning and Zoning Commission.

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 11TH DAY OF OCTOBER, 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: September 27, 2021
Re: Case #21022: Madison Valley Phase 2 - Preliminary Plat

GENERAL INFORMATION

Applicant/Property Owner: Tony Ward
Blue Springs Safety Storage South, LLC
1120 NW Eagle Ridge Blvd.
Grain Valley, MO 64029

Requested Action: Preliminary Plat Approval for Madison Valley Phase 2

Property Location: Generally located north of 58 Highway, west of North Madison Street



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

Existing Surrounding Zoning:

North: R-1 (Single Family Residential)
East: R-1P (Single Family Residential Planned)
South: R-1 & PO (Single Family Residential & Professional Office)
West: R-1 & PR (Single Family Residential & Parks, Recreation and Public Use)

Total Tract Size: 46.26 acres

Total Number of Lots: 154 lots & 8 tracts

Legal Description:

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.

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 Sunset Lane as a Minor Collector.

Advertisement: August 19, 2021 **Journal** newspaper
September 9, 2021 **Journal** newspaper

Public Hearing: September 7, 2021 Planning Commission meeting
September 21, 2021 City Council meeting

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owner**
Exhibit 2. Notice of Publication
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Exhibit 7. Preliminary Plat
Exhibit 8. Memorandum of Understanding
Exhibit 9. Faulkner email
Additional exhibits as presented during hearing

PRELIMINARY PLAT REQUIREMENTS

The following section of the Unified Development Code is applicable to this application:

Section 470.110: Preliminary Plats

A. Applications

1. An application for a preliminary plat may be obtained from the Development Services Director. The application must be completed in its entirety in accordance with Section 470.010C and submitted at least 60 days prior to the date of the meeting where it will be considered.
2. For property in commercial or industrial zoning districts, the application must be submitted at least 30 days prior to the date of the meeting.

B. Memorandum of Understanding

A Memorandum of Understanding (MOU) may be required by the City for any preliminary plat application request.

C. Procedure

1. Pre-Application Conference

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

2. Development Review Committee and Other Agency Review

a. Upon receipt of a complete application, the Development Services Director will distribute copies of the preliminary plat and supportive information to the Development Review Committee. The application will be reviewed by the Development Review Committee for compliance with applicable regulations of this Code.

b. The Development Services Director will also distribute copies of the preliminary plat to the following governmental agencies, departments, and other persons as may be deemed appropriate for the particular proposed subdivision:

- (1)** Fire District;
- (2)** Police Department;
- (3)** School District;
- (4)** State Highway Department (if the subdivision is adjacent to a State Highway); and
- (5)** any utility companies providing gas, electric or telephone service in or near the subdivision.

c. The agencies, departments and persons identified in this section will have a minimum of 10 working days to review the preliminary plat and to make their report and recommendations to the Planning and Zoning Commission.

d. If a report has not been returned to the office of the Development Services Director within 10 working days after receiving a plat for review, the proposed plat will be deemed to be in conformance with the laws, rules or policies of the reviewing agency or department.

3. Planning and Zoning Commission Public Hearing

All proposed preliminary plats must 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

4. Planning and Zoning Commission Recommendation

a. The Planning and Zoning Commission will consider the preliminary plat within 60 days of its receipt by the Development Services Director, or at the next regular meeting for which the plat may be scheduled.

b. The Planning and Zoning Commission will review and consider the reports and recommendations of the agencies, departments and persons to whom the preliminary plat has been submitted for review.

c. If the preliminary plat does comply with all requirements, the Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval.

d. If the preliminary plat is in general, but not complete compliance, the Planning and Zoning Commission may recommend conditional acceptance of the preliminary plat. The conditions of such acceptance will specify the modifications necessary to achieve full compliance. The Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval, subject to conditions.

e. If the preliminary plat is not in compliance with all requirements, the Planning and Zoning Commission will recommend disapproval of the preliminary plat. Within 10 days of its final action, the Planning and Zoning Commission must notify the subdivider in writing of the reasons for its recommendation for disapproval.

f. If the preliminary plat is not recommended for approval, the subdivider may modify the preliminary plat and re-submit it to the Planning and Zoning Commission. If the plat is amended and re-submitted within 60 days of the disapproval of the original preliminary plat, no additional filing fee will be required. The Planning and Zoning Commission may reconsider the preliminary plat at a regular meeting for which the plat may be scheduled by the Development Services Director.

5. City Council Public Hearing

The Raymore City Council must hold a public hearing on the application in accordance with Section 470.010E1b through d and E2.

6. City Council Action

a. The City Council must consider the request within 60 days of receipt of written recommendation of the Planning and Zoning Commission. Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council must consider the application and may take final action to approve or disapprove it.

b. If final action is not taken by the City Council within 120 days after the recommendation of the Planning and Zoning Commission is submitted to it, the preliminary plat will be deemed to have been defeated and denied, unless the applicant has consented to an extension of this time period. Whenever a preliminary plat is defeated, either by vote of the City Council or by inaction described in this section, such preliminary plat cannot be passed without another public hearing that is noticed in accordance with this chapter.

c. If the City Council approves an application, it will adopt a resolution to that effect.

7. 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:

a. the preliminary plat will not adversely affect the appropriate use of neighboring property;

b. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;

c. the preliminary plat will not impose undue burden upon existing public services and facilities; and

d. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

8. Effect of Approval of Preliminary Plat

a. Approval of the preliminary plat does not constitute final acceptance of the subdivision by the City Council, but will be considered permission to prepare and submit a final plat. Preliminary plat approval will be effective for no more than one year from the date approval was granted unless:

(1) a final plat application is submitted within one year of the date of preliminary plat approval;

(2) upon the request of the subdivider, the City Council grants an extension;
or

(3) final plat applications are submitted in accordance with the requirements for staged development of final plats in accordance with Section 470.130E.

b. If preliminary plat approval expires, the preliminary plat must be re-submitted as if no such plat had ever been approved.

9. Extension of Preliminary Plat

An applicant must request that the City Council grant an extension of an approved preliminary plat prior to the expiration date of the preliminary plat. An extension of the preliminary plat can only be requested if it remains unchanged from last acceptance. A request for extension does not require submission of a new application fee or a public hearing

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The subject property was rezoned from "A" Agricultural District to "R-1" Single Family Residential District on April 9, 2001.
2. The Hawthorne Ridge Preliminary Plat was approved for the subject property on April 23, 2001. The Preliminary Plat proposed 190 lots on 71 acres. The preliminary plat expired on April 23, 2002 due to no final plat application ever being approved.
3. A request to reclassify the zoning of a portion of the subject property from R-1 to "R-3P" Multiple-Family Dwelling Planned District was withdrawn by the property owner in March of 2004.
4. The Preliminary Plat for Madison Valley Subdivision was initially approved on September 27, 2004. The plat contained 202 single-family lots. The preliminary plat expired on October 10, 2014.
5. The Madison Valley 1st Final Plat was approved on October 10, 2005. The 1st plat was constructed and contained 75 lots.
6. In 2009 an application was filed to reclassify the zoning designation of the north half of the 1st plat area from R-1 to "R-2" Single and Two-Family Residential District. The application was withdrawn on April 20, 2009.
7. On June 10, 2013 the City approved the reclassification of zoning of 65 of the lots in the 1st Final Plat area from R-1 to "R-1P" Single-Family Residential Planned District. The rezoning modified the side yard setback requirement from a minimum of ten feet down to ten percent of the lot width, with a minimum setback of five feet.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

There were two Good Neighbor meetings held. All adjacent property owners within 185 feet of the proposed development were not properly notified of the first meeting held on August 4, 2021. The meeting was still held for those residents in attendance. After the August 4 meeting, notices were sent to all property owners within 185 feet of the proposed development for the official Good Neighbor meeting held on August 18, 2021.

August 4, 2021 meeting:

Project Engineer Toby Williams made the presentation and answered questions. Development Services Director Jim Cadoret represented City staff. The comments below provide a summary of the meeting:

Toby Williams began the meeting by briefly explaining the project. Mr. Williams indicated the initial preliminary plat for the development has expired. The new developer is trying to get the overall layout to work. The stream buffer requirement reduces the area of the property that can be developed.

Attendees at the August 4 meeting had the following questions regarding the project:

Q: Will there be stormwater detention? Yes, there are four detention pond areas included in the development.

Q: Is this a financially viable project? Yes. The developer will be the builder of all lots in the subdivision.

Q: What does the City gain from this development? I do not see any amenities.

The City will gain the property tax revenue from the new homes constructed. This is an infill development that will provide connectivity between subdivisions and between Madison Street and Sunset Lane.

Q: What are the minimum home sizes proposed? 1,800 - 2,000 square feet, similar to the existing homes in Madison Valley.

Q: Who is the developer? Ward Development out of Grain Valley.

Q: What is the requirement for access? We do not want our street to be a thoroughfare. City is requiring connection to Park Drive and to Mesa Ridge Drive. City is allowing only one crossing of the creek and one connection to Sunset Lane..

Q: What will be the construction traffic route? Initially the route will be set off North Madison Street.

Q: Is a “T” intersection at Park an option? It is an option to have Park Drive intersect and stop at the first street to the north within the new plat.

Q: Where has the developer built before? The developer completed the undeveloped lots in Madison Valley. The developer has also built homes in Grain Valley.

Q: Will the lots be for sale to individuals or to a corporation or LLC? The developer will retain ownership of all of the lots and intend to sell the homes to individual homeowners.

Q: What will be the size of the homes? 2,000 to 3,000 square feet in size. There will be a mixture of reverse, walkouts, 1-story and 2-story homes.

Q: What will the homes sell for? What the market will bear.

Q: Existing homeowners in Madison Valley do not want an HOA? Will an HOA be required? Existing lot owners in Madison Valley would have to vote on and agree to be part of an HOA.

Q: What is the impact on the school system? The school district has been aware of the potential development and completion of Madison Valley for many years and have planned on its completion.

Q: Is any mitigation necessary for the existing pond on the property? A determination will need to be made if the pond is a regulated pond or not.

Q: Is there a difference between the Clover & Hive homes and what is being proposed in Madison Valley? The Clover and Hive homes are on 40-foot wide lots. These lots are wider and the homes will be larger.

Q: Will there be a bridge over the creek? There will be a culvert for the stream crossing.

Q: Can the City require a 2nd stream crossing and connection to Sunset Lane? It is best to limit the number of stream crossings and the City has indicated one crossing is

adequate here. Sunset Lane is a minor collector and access to the road needs to be limited.

August 18, 2021 meeting:

Developer representative Bryan Rahn and Project Engineer Toby Williams made the presentation and answered questions. Development Services Director Jim Cadoret represented City staff. The comments below provide a summary of the meeting:

Bryan Rahn began the meeting by briefly talking about the developer and previous developments completed.

Attendees at the August 18 meeting had the following questions regarding the project:

Q: Who are you? Bryan Rahn, representing Countryclub Homes, which is a subsidiary of the property owner Blue Springs Safety Storage South, LLC.

Q: Will you be the only builder? Yes.

Q: What is your role? I am the project manager.

Q: Have you done any work within the City of Raymore? Yes, we finished the bulk of the homes in Madison Valley.

Q: Who is Blue Springs Safety Storage South? It is an LLC subsidiary of Ward Homes. We have been building homes since 1979.

Q: Will lots be sold to anyone else? No, we will be the only builder and will not be selling any lots.

Q: What happens if the City doesn't approve the rezoning to R-1.5? It becomes a financial decision on whether we can make a development work on the property.

Q: When you purchased the property you knew it was zoned R-1. Why subject the neighbors to the R-1.5? We were going through the process of determining the impact of the City Codes on developing the property. We need X number of lots to make this a viable project. Not everyone can afford homes on larger lots. There is a market for affordable homes and the smaller lots allow us to meet that need.

Q: Will these be speculative homes? Yes, we are not a custom home builder.

Q: Will you blitz build all of the homes in one phase? Our intention is to go down a street and build on each lot.

Q: Did the City assure you that the R-1.5 zoning would be approved? No. We have been discussing with the City staff the utilities to the site and requirements for stormwater control.

Q: What is your plan B? We do not have a plan B but we would work with the City to determine what works best.

Q: How does this development benefit us as neighbors? It probably doesn't benefit you. It benefits the City by providing a variety of homes and prices. Families can still afford to live in Raymore. We think it is good for Raymore to grow.

Q: Can you show how many of the lots meet the R-1 requirements? We did not create a map. The average lot size proposed is 8,269 square feet. Approximately 40% of the lots will remain R-1 sized lots.

Q: Why can't the lots be the same size as the lots to the south? It is not financially viable to create half-acre sized lots.

Q: Is there any consideration for making the lots along the south property line bigger to match the lots to the south? City Code will require a 25 foot buffer between the proposed lots and the existing lots.

Q: Which houses did you build in Madison Valley? We built homes on the undeveloped lots that remained in the subdivision. Our home plans are available on our website.

Q: What is the minimum square footage of the homes? 2,000 square feet, which is a 4 bedroom/2 or 3 bath home. Our 2-story plan would have an unfinished basement. The other plans have a finished basement. We use granite countertops and have stone on the front of the homes.

Q: What will be the starting price for the homes? \$300,000

Q: Is a fence or wall required as part of the berm in the buffer? No, only plantings are required.

Q: Will the HOA be for the new phase only? Yes. And the berm will be located in a common area tract maintained by the HOA.

Q: If approved, can the final product look different than what is approved? We are currently seeking preliminary approval. There may be minor changes made once engineering plans are prepared.

Q: When will Sunset Lane be constructed? Currently scheduled for 2022.

Q: How will the property be marketed? Since we develop the lots and build the homes, there will initially be limited marketing. Once homes are completed, marketing will occur as needed.

Q: When will the project commence construction? If the rezoning and preliminary plat are approved by October then we can start engineering drawings. Would not expect any home construction to commence until summer of 2022.

Q: Can a second street connection be made to Sunset Lane? City will dictate the connection points we are allowed to Sunset Lane.

Q: Who decides where the construction access will be? The City.

Q: Can phase 3 be constructed before phase 2? Possibly, but cannot answer that tonight. Answer depends on how phase 2 and 3 will be provided utility connections.

PARKS AND RECREATION BOARD RECOMMENDATION

At its August 24, 2021 meeting the Parks and Recreation Board voted 5-0 to accept a fee-in-lieu payment for the required parkland dedication for Phase 2 of Madison Valley subdivision. Based upon 154 lots, the amount of parkland required to be dedicated to the City is 8.1312 acres. With the proximity of Hawk Ridge Park, the Park Board determined a fee-in-lieu payment was appropriate.

The fee-in-lieu payment, based on the formula outlined in the Unified Development Code, will be \$120,183.90. Payment shall be made at the time a Final Plat is recorded for the number of lots contained within each final plat.

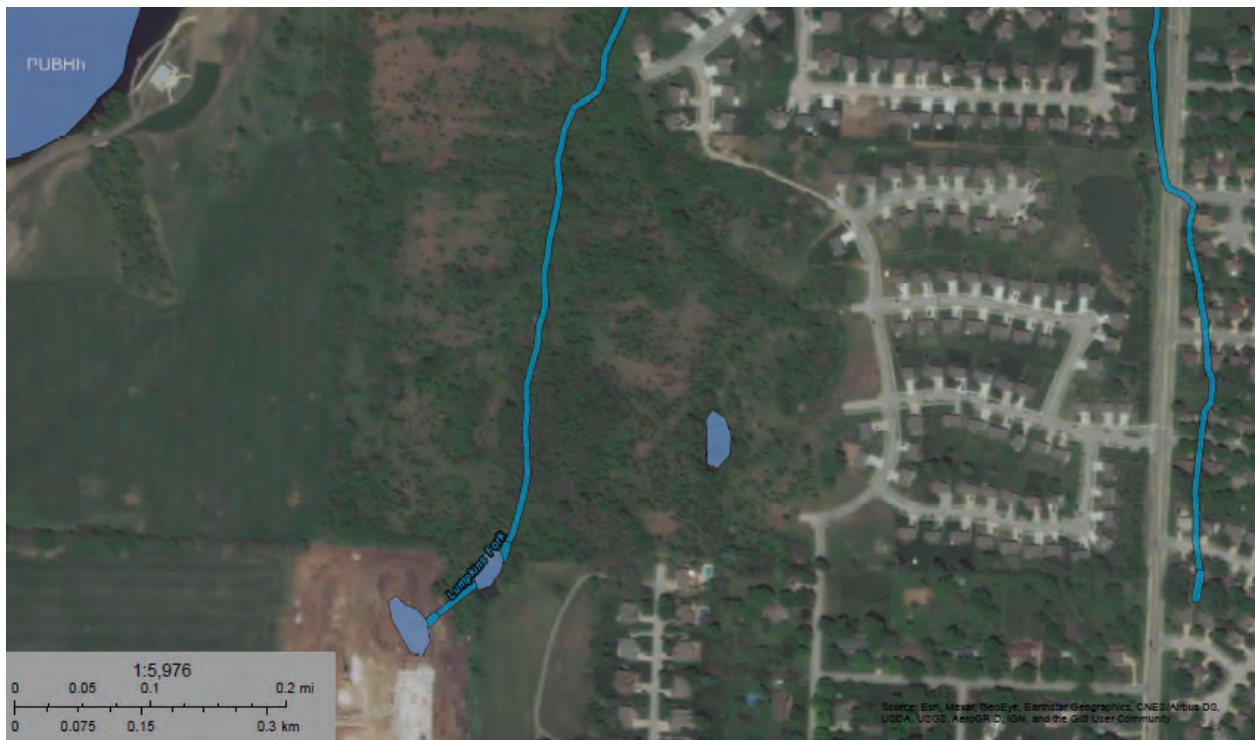
STAFF COMMENTS

1. A request to reclassify the zoning of the property to “R-1.5” Single-Family Residential District was filed concurrently with the preliminary plat application.
2. The Preliminary Plat was reviewed utilizing the R-1.5 development standards. If the rezoning application is not approved, consideration of the preliminary plat application must be placed on hold until the plat drawing is revised so all proposed lots comply with the “R-1” Single-Family Residential development standards.
3. The property was purchased by the applicant on April 27, 2021.
4. The development standards for the R-1.5 zoning district are as follows:

R-1.5	
Minimum Lot Area (square feet)	6,500
Minimum Lot Width (feet)	60
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	30
side	7.5
side, exterior	15
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40

5. The reclassification of zoning to R-1.5 will allow an increase in the total number of lots proposed for the property under the new preliminary plat versus the preliminary plat approved in 2004. The 2004 plat proposed 125 lots within the undeveloped area, while the current proposal is for 154 lots, an increase of 29 lots. The 2004 plat did provide space for a swimming pool with associated parking lot and a 4.2 acre neighborhood park. If lots were included on these tracts in 2004, the lot count would have increased over the 125 lots.
6. The preliminary plat request was submitted to the administration of the Raymore-Peculiar School District for review and comment. The school district has been aware of the development since 2004 and is aware of the current plan for completion of the subdivision. The District accounted for full development of the subdivision when planning for future enrollment and needed facilities.
7. The preliminary plat request was submitted to the South Metropolitan Fire Protection District for review. The district requires Sunset Lane to be installed prior to construction of any homes in Phase 3 (west side of the stream).

8. The existing stream that crosses north/south through the property is classified as a First Order stream. A fifty-foot (50') buffer is required on both sides of the stream measured from the top of the existing stream bank. The required buffer has been provided on the Preliminary Plat.
9. There is no designated flood plain on the property.
10. The U.S. Fish and Wildlife Service National Wetlands Inventory identifies the existing pond on the property as a freshwater pond. Investigation will need to be completed prior to submittal of a final plat on whether this pond is a regulated pond and whether removal of the pond necessitates any mitigation.



11. Lampkin's Fork 21" interceptor line runs north/south through the property along the west side of the stream. The sewer line is sized to support the development of the subdivision.
12. Stormwater will be managed through four stormwater detention areas. Discharge from the detention areas will be to the stream channel with the flow naturally falling to the north. Stormwater treatment measures will be required.
13. The construction of Sunset Lane by the City as a General Obligation Bond project is scheduled to commence in 2022. The applicant shall dedicate the necessary right-of-way to the City.

14. No homes will be allowed to be constructed in Phase 3 (west side of the stream) until the connection of Heritage Drive across the stream to Sunset Lane is completed.
15. Goal 2.2 of the City Strategic Plan is to “Create a physical environment that inspires a sense of pride in public spaces”. One of the strategies is to “Create and maintain a well-connected transportation network”. Collector roadways such as Sunset Lane should have limited access to allow for free flow of traffic. City staff requested only one access point onto Sunset Lane from the development, similar to the access points to Madison Valley and Madison Creek subdivisions off North Madison Street.
16. North Park Drive, platted as part of the Wedgewood Place subdivision in 1986, was always planned to continue north. The road was platted and constructed to the north property line of Wedgewood Place. There is currently no cul-de-sac or turnaround for emergency vehicles, school buses, or City snow plows and maintenance equipment.



17. Mesa Ridge Drive, platted as part of the Madison Creek Third Plat subdivision in 2005, was always planned to continue south. The road was platted and constructed to the south property line of Madison Creek. There is currently no cul-de-sac or turnaround for emergency vehicles, school buses, or City snow plows and maintenance equipment.



18. At the Good Neighbor meeting residents of Wedgewood Place expressed concern about North Park Drive being utilized by residents of Madison Valley as a thoroughfare to get to 58 Highway. Connections of roadways that allow residents from one subdivision to travel to another subdivision exist throughout the City. A few examples of road connections between subdivisions are:
- Bristol Drive connects Brookside subdivision and Stonegate subdivision.
 - Sunset Lane connects Evan Brook subdivision and Brookside subdivision.
 - Wiltshire Drive connects Remington subdivision and Creekmoor.
 - Woodson Drive connects Rolling Hills subdivision and Keenland Estates subdivision.

While City staff acknowledges there will be residents occasionally traveling North Park Drive to get to/from 58 Highway and Madison Valley, the connection of

Heritage Drive to Sunset Lane and North Madison will allow vehicles to get to collector roadways that lead to traffic signals at 58 Highway.

19. The subdivision adjacency requirements of the Unified Development Code apply to the preliminary plat. The applicant has chosen to utilize a landscape buffer with berm as described in Section 445.030F3a:

3. Standards

New residential subdivisions subject to the requirements of this section must provide one of the following lot compatibility techniques along the common property line:

a. Landscape Buffer with Berm

- (1) Shall have a minimum width of 25 feet;
- (2) Shall have a minimum height of four feet;
- (3) Evergreens shrubs, trees or other landscape plantings shall be utilized to create a Type A opaque buffer as defined in Section 430.080C1;
- (4) Perimeter barriers, including fencing or walls, may be utilized within the landscape buffer; and
- (5) The buffer shall be part of an open space or landscape tract.

The subdivision adjacency requirements have been met.

20. There are 154 lots proposed in Madison Valley Phase 2. A total of 52 of the lots, equalling 33% of all lots in Phase 2, comply with the R-1 development standards of 8,400 square feet in size and 70 feet in lot width.

21. A Memorandum of Understanding (MOU) has been prepared that outlines the responsibilities of the developer.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.110 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a preliminary plat request. Under 470.110 (C) (7) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. the preliminary plat will not adversely affect the appropriate use of neighboring property;

The preliminary plat will not adversely affect the appropriate use of neighboring

properties. The property has always been intended to be developed for single-family residential use. Street connections have always been planned. Subdivision adjacency requirements have been met.

2. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;

The preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans. The proposed lots comply with the development standards for the underlying zoning district, and the proposed land uses are consistent with the Future Land Use Map adopted by the City.

3. the preliminary plat will not impose undue burden upon existing public services and facilities; and

The preliminary plat will not impose undue burden upon existing public services and facilities. Infrastructure to serve the property has been sized to meet the future demands for service to the property.

4. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

There is sufficient capacity in the water and sanitary sewer systems to support full development of the property. The road network was designed to accommodate full development of the property, or is being extended to serve the development.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council</u>
Public Hearing	September 7, 2021	September 27, 2021

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21022 Madison Valley Phase 2 - Preliminary Plat to the City Council with a recommendation of approval, subject to the following condition:

1. The request to reclassify the zoning of the property from "R-1" Single-Family Residential District to "R-1.5" Single-Family Residential District must be approved by City Council prior to final consideration of the preliminary plat.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its September 7, 2021 meeting, voted 7-0 to accept the staff proposed findings of fact and forward case #21022 Madison Valley Phase 2 - Preliminary Plat to the City Council with a recommendation of approval, subject to the following conditions:

1. The request to reclassify the zoning of the property from “R-1” Single-Family Residential District to “R-1.5” Single-Family Residential District must be approved by City Council prior to final consideration of the preliminary plat.
2. Lemon Mint Drive at its intersection with Buffalo Drive shall be stubbed at its southern end.
3. Heritage Drive to be designated as the construction road for the development.
4. Delay of connection of North Park Drive until completion of Phase 2.



Memorandum

TO: Jim Cadoret, Director Development Services
FROM: Michael Krass, Director of Public Works and Engineering
DATE: August 31, 2021
RE: Madison Valley Phase 2 Preliminary Plat

This project is a continuation of the Madison Valley Development.

Transportation System

This development will access Madison Street to the east and future Sunset Lane to the west. Both of these roadways are classified as Collector Streets in the City's Transportation Master Plan. These roads have adequate capacity to convey traffic from this development as well as future development in the surrounding area.

Sanitary Sewer

Sanitary sewer service will be provided by connecting to existing sewers within the development. These sewers have adequate capacity to serve the development.

Water Service

Water service will be provided by connecting to existing water mains. These mains have adequate capacity to serve this development.

Storm Water

Storm water runoff will be controlled through detention basins. Water quality measures have been included that meet the City's requirements.

Summary

The existing infrastructure is adequate to serve this proposed development.



Jim Cadoret <jcadoret@raymore.com>

Wedgewood Meadow sketches and access request

1 message

William Faulkner <faulkne5@swbell.net>
To: Jim Cadoret <jcadoret@raymore.com>

Sun, Sep 12, 2021 at 8:37 PM

Hi Jim:

Attached are copies of a 2001 letter to Kelly Lange, City Planner, requesting access to our 6 acres, a 2003 paste-up of what a satellite view might look like, a 2003 sketch of how the 6 acres might be subdivided, and an updated 2021 sketch with the new location of Lemon Mint Drive.

Please forward to Mike Krass as you think appropriate. Please contact us if you have questions or comments. Thanks.

Jerry Faulkner

4 attachments

February 21, 2007

Ms. Kelly Lange, City Planner
City of Raymore
P.O. Box 400
Raymore, MO 64080

Dear Ms. Lange,

We would like to request that access to our 6 acres that we provided when the 13 acres south of us is zoned for development, available, via a dual street connecting our road property and approximately in the middle of the 13.5 TP driveway. This will allow for the individual driveway development of up to 10 lots (8 to 11) with 10 acres and additional home construction.

Wedgewood Place or Wedgewood. Our current access through Wedgewood Place Lot 12 was required for the maintenance operation to permit access to only one single family dwelling, and we believe it is in the best interest of the City and surrounding property owners to have direct and not block development of Wedgewood Place permanently.

Property was not required by the addition of a dual street to the 13 acre development will be offset by the opportunity for two additional or four lots (more desirable) and the potential of additional development within homes withing vicinity and space. We would like the dual street to be named Wedgewood for consistency with existing street names including Larch Point, where Wedgewood is the east street name of Park.

Please contact us if you have any questions or wish further discussion.

Sincerely,

William J. Faulkner

John D. Faulkner

William J. Faulkner

John D. Faulkner

cc: Ms. Kelly Lange, City Engineer

Wedgewood Meadow access request 20010221.jpg
262K



Wedgewood Meadow satellite mockup 20031002.jpg
740K



Wedgewood Meadow sketch 2003.jpg
186K

Wedgewood Meadow sketch 2021.jpg
190K



February 21, 2001

Ms. Kelly Lange, City Planner
City of Raymore
P.O. Box 440
Raymore, Mo. 64083

Dear Ms. Lange,

We would like to request that access to our 6 acre tract be provided when the 72 acres north of us is platted for development, preferably via a stub street intersecting our north property line approximately in the middle of the 335.77' dimension. This will allow for the eventual planned development of our 6 acre tract as R-1 with lot sizes and additional homes comparable to Wedgewood Place or Bridlecroft. Our current access through Wedgewood Place Lot 12 was restricted by the homeowners association to permit access to only one single-family dwelling, and we believe it is in the best interest of the City and surrounding property owners to plan ahead and not block development of Wedgewood Meadow permanently.

Hopefully, any cost incurred by the addition of a stub street in the 72 acre development will be offset by the opportunity for two additional corner lots (more desirable) and the potential of adjacent Wedgewood caliber homes adding stability and appeal. We would like the stub street to be named Meadow for consistency with existing street names intersecting Lucy Webb, where Meadow is the next street west of Park.

Please contact us if you have any questions or wish further discussion.

Sincerely,

William J. Faulkner

William J. Faulkner

Helen D. Faulkner

Helen D. Faulkner

cc: Ms. Mary Jaeger, City Engineer

Send To Printer

Back To TerraServer

Change to 11x17 Print Size

Show Grid Lines

Change to Landscape

USGS Raymore, Missouri, United States 06 Mar 1997

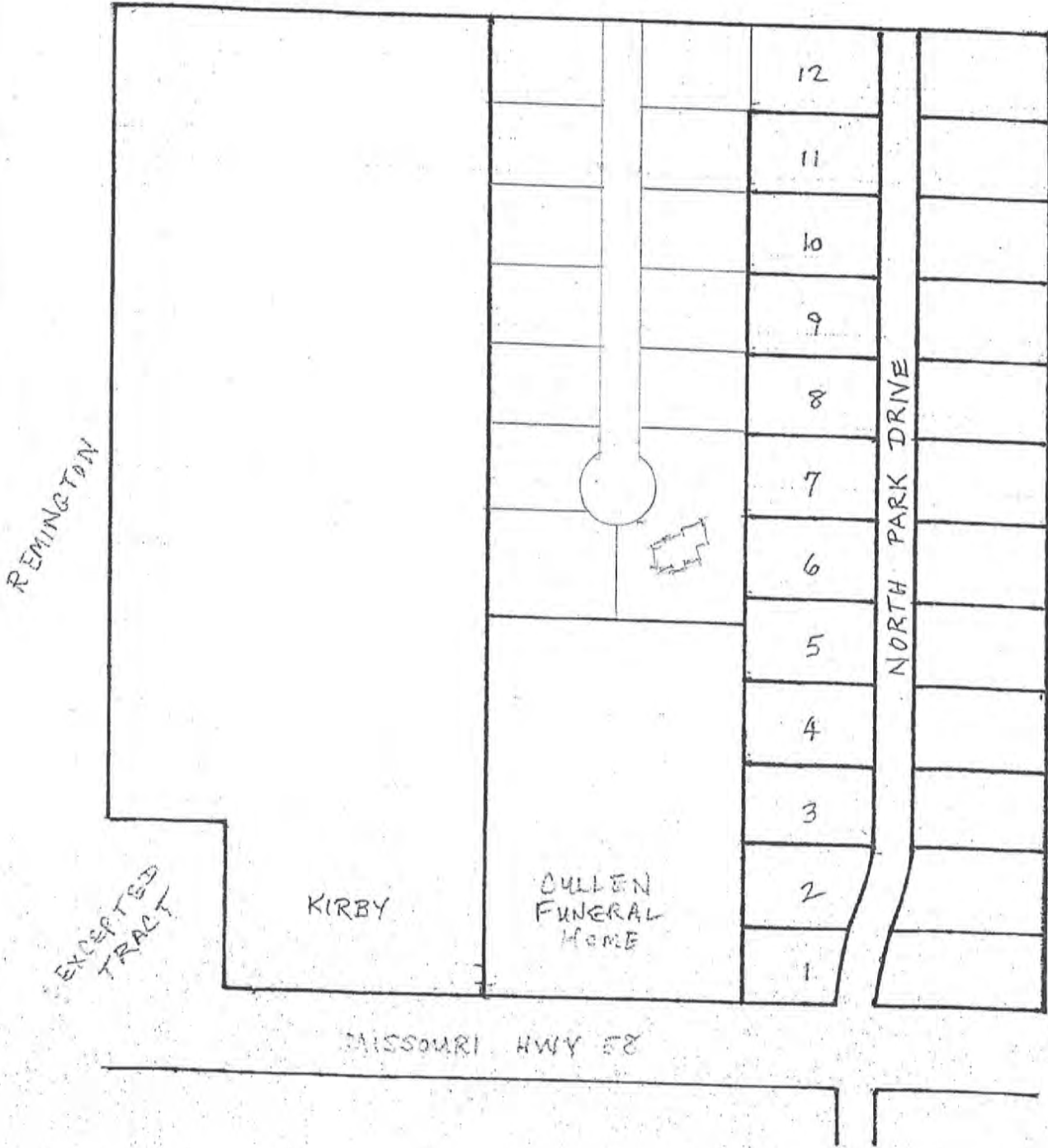


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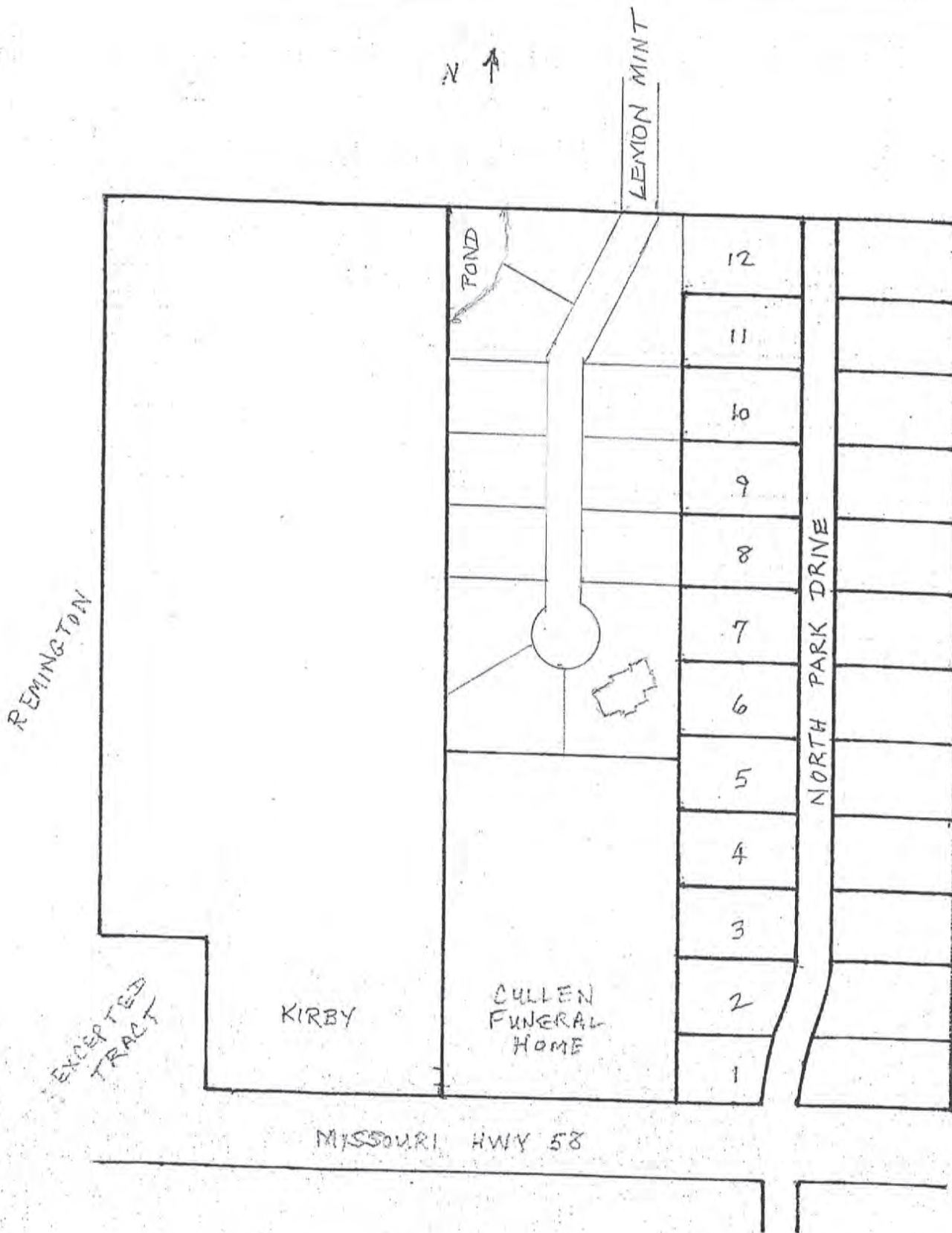
Image courtesy of the U.S. Geological Survey

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SCALE: 1" = 200'

SEPTEMBER 2003



SCALE: 1" = 200'
SEPTEMBER 2021



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**

October 11, 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 11th day of October, 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.
- 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.

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 containing any lots that are within Phase 3 (area west of the stream).
- 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.

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.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

[Handwritten Signature]

Sub-Divider – Signature

Anthony R. Ward

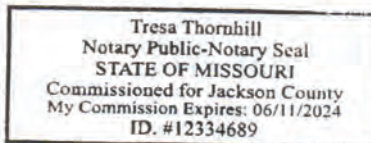
Printed Name

Sub-Divider – Signature

Printed Name

Subscribed and sworn to me on this
the 21st day of Sept 2021
in the County of Jackson,
State of Missouri.

Stamp:



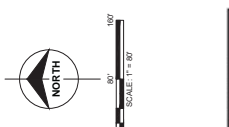
Notary Public: *Tresa Thornhill* My Commission Expires: 06/11/2024

PRELIMINARY PLAT
MADISON VALLEY, PHASE 2
CITY OF RAYMORE, CASS COUNTY, MO

POWELL
ARCHITECTURE/ENGINEERING/SURVEYING
C W M
3200 S. State Road 291, Bldg. 1, Independence, MO 64057
(816) 373-8800 | powell.com

CLIENT: BLUE SPRINGS SAFETY STORAGE
SOUTH, LLC
10000 S. STATE ROAD 291
CASS COUNTY, MISSOURI 64050

DRAWN BY: JAMP
PROJECT NO.: 211889
ISSUE DATE: 05/19/2021
REVISION:
REVIEW:
PRELIMINARY PLAN:
1 OF 1



REFERENCE BEARING:
THE BENCHMARK IS A 1.5\"/>

BENCHMARK:
ELEVATION = 1015.12

FLOOD INFORMATION:
THE PROPERTY IS LOCATED WITHIN ZONE \"X\" OF THE FLOOD HAZARD INVENTORY. THE FLOOD HAZARD INVENTORY IS DATED JANUARY 22, 2015 AND IS IN AN AREA DETERMINED TO BE WITHIN A SPECIAL FLOOD HAZARD AREA.

ZONING:
PROPOSED ZONING: R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1S01)

MAJOR DIMENSIONS SURVEY STUDY

ADJACENT AREAS	528.88' ±	528.88' ±
ADJACENT AREAS	715.25' ±	715.25' ±
ADJACENT AREAS	435.80' ±	435.80' ±
ADJACENT AREAS	522.98' ±	522.98' ±
ADJACENT AREAS	3.78' ±	3.78' ±
ADJACENT AREAS	522.98' ±	522.98' ±
ADJACENT AREAS	46.26' ±	46.26' ±
ADJACENT AREAS	2.97' ±	2.97' ±

PHASE 2 SUBCOMPREHENSIVE CONTROL STANDARDS

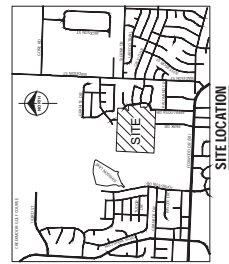
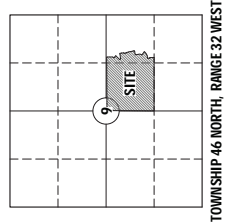
MINIMUM LOT AREA	1.0 AC
MINIMUM LOT WIDTH	1.0 AC
MINIMUM LOT DEPTH	1.0 AC
MINIMUM LOT FRONT SETBACK	1.0 AC
MINIMUM LOT REAR SETBACK	1.0 AC
MINIMUM LOT SIDE SETBACK	1.0 AC
MINIMUM LOT FRONT YARD SETBACK	1.0 AC
MINIMUM LOT REAR YARD SETBACK	1.0 AC
MINIMUM LOT SIDE YARD SETBACK	1.0 AC
MINIMUM LOT FRONT SETBACK	1.0 AC
MINIMUM LOT REAR SETBACK	1.0 AC
MINIMUM LOT SIDE SETBACK	1.0 AC
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MINIMUM LOT SIDE YARD SETBACK	1.0 AC

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MINIMUM LOT FRONT SETBACK	1.0 AC
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MINIMUM LOT REAR YARD SETBACK	1.0 AC
MINIMUM LOT SIDE YARD SETBACK	1.0 AC
MINIMUM LOT FRONT SETBACK	1.0 AC
MINIMUM LOT REAR SETBACK	1.0 AC
MINIMUM LOT SIDE SETBACK	1.0 AC
MINIMUM LOT FRONT YARD SETBACK	1.0 AC
MINIMUM LOT REAR YARD SETBACK	1.0 AC
MINIMUM LOT SIDE YARD SETBACK	1.0 AC

DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER SECTION 16, TOWNSHIP 46 NORTH, RANGE 32 WEST, COUNTY RECORDS OF CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST HALF OF SAID NORTH HALF, THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°26'15\"/>



DEVELOPMENT NOTES:

1. THERE ARE EXISTING UTILITIES AND SERVICES TO BE MAINTAINED AND NOT TO BE DISRUPTED.
2. PROPOSED UTILITIES AND SERVICES TO BE INSTALLED IN PHASE 1 SHALL BE INSTALLED PRIOR TO THE BEGINNING OF CONSTRUCTION OF PHASE 2.
3. DISTRIBUTION OF TRACTS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF RAYMORE AND THE MISSOURI DEPARTMENT OF REVENUE.
4. THE AREA SHOWN SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF RAYMORE AND THE MISSOURI DEPARTMENT OF REVENUE.

MAINTENANCE OF TRACTS:

1. THE TRACTS SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF RAYMORE ORDINANCES AND THE MISSOURI DEPARTMENT OF REVENUE REGULATIONS.

LEGEND:

- PROPOSED MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED CURB INLET
- PROPOSED JUNCTION BOX
- PROPOSED FLOOD SECTION
- PROPOSED SIDEWALK
- PROPOSED UTILITY EASEMENT
- PROPOSED DRAINAGE EASEMENT
- PROPOSED 8\"/>
- PROPOSED 12\"/>
- PROPOSED 18\"/>

R-1 ZONING

REQUIREMENTS FOR R-1 ZONING:

- MINIMUM LOT AREA: 1.0 AC
- MINIMUM LOT WIDTH: 1.0 AC
- MINIMUM LOT DEPTH: 1.0 AC
- MINIMUM LOT FRONT SETBACK: 1.0 AC
- MINIMUM LOT REAR SETBACK: 1.0 AC
- MINIMUM LOT SIDE SETBACK: 1.0 AC
- MINIMUM LOT FRONT YARD SETBACK: 1.0 AC
- MINIMUM LOT REAR YARD SETBACK: 1.0 AC
- MINIMUM LOT SIDE YARD SETBACK: 1.0 AC

R-36 ZONING

REQUIREMENTS FOR R-36 ZONING:

- MINIMUM LOT AREA: 1.0 AC
- MINIMUM LOT WIDTH: 1.0 AC
- MINIMUM LOT DEPTH: 1.0 AC
- MINIMUM LOT FRONT SETBACK: 1.0 AC
- MINIMUM LOT REAR SETBACK: 1.0 AC
- MINIMUM LOT SIDE SETBACK: 1.0 AC
- MINIMUM LOT FRONT YARD SETBACK: 1.0 AC
- MINIMUM LOT REAR YARD SETBACK: 1.0 AC
- MINIMUM LOT SIDE YARD SETBACK: 1.0 AC



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: September 27, 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 3656 - Radiant Heating Public Works Garage

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:	Hon Heating & Cooling
Amount of Request/Contract:	\$40,000
Amount Budgeted:	\$42,450 - see background/justification
Funding Source/Account#:	Building & Equipment Replacement Fund // Buildings & 

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 2021	December 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project will install a radiant heating system in the garages at the Public Works Operations Building that will more efficiently heat the area during snow operations when the garage doors are frequently opened and closed.

Bids for the Radiant Heating Project were received on Sept. 7, 2021 as follows:

Hon Heating & Cooling	\$42,450
Envirotech Heating and Cooling	\$56,204
The Wilson Group	\$74,187

The amount budgeted for this project from the Capital Budget is \$40,000 the remaining balance of \$2,450 will be funded through the Buildings & Grounds Professional Services budget. This project is also expected to save money on natural gas costs out of the Buildings & Grounds budget.

Hon Heating & Cooling was determined to be the lowest and best bidder.

BILL 3656

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HON HEATING AND COOLING FOR THE RADIANT HEATING PROJECT, CITY PROJECT NUMBER 21-383-701, FOR THE AMOUNT OF \$42,450 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Radiant Heating project was included in the FY 2020 capital budget; and

WHEREAS, bids for this project were received on September 7, 2021; and

WHEREAS, Hon Heating and Cooling 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 amount of \$42,450 with Hon Heating and Cooling for the Radiant Heating 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 27TH DAY OF SEPTEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF OCTOBER, 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

Radiant Heating

This Contract for the Radiant Heating Project, hereafter referred to as the **Contract** is made this 11th day of October, 2021, between Hon Heating & Cooling, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 305 N Independence Street, Harrisonville, MO 64701, 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 October 11, 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 21-383-701 Rebid 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 **30** 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 \$42,450.00.

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)

HON HEATING & COOLING

By:  _____

Title: Owner _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Radiant Heating Rebid

SCOPE OF SERVICES:

Furnish and install:

Radiant Heating for a large shed 100' x 50'

- Roberts Gordon TF-350 or approved equal twin fire radiant heater, 350,000 BTU's and 100' of radiant tube and reflectors

Radiant Heating for a garage 50' x 50'

- Roberts Gordon CTH2V or approved equal radiant tube heaters, 175,000 BTU's each, 50' of radiant tube and reflectors each.

OR Acceptable Product - Superior Radiant Products

- Two UX17N5S 175 MBH/50' long tube heaters for the TF-350
- UX17N5S 175 MBH/50' long tube heaters for the CTH2V

Turn Key Installation

At the Raymore Public Works Operations and Maintenance Facility 1021 South Madison Street, Raymore Missouri. If desired, please contact Daryl Quade at 816-892-3116 to arrange a site visit. Visits will be by appointment only.

SPECIAL PROVISIONS

1. **SPECIFICATIONS WHICH APPLY**

The performance of the work shall be done in accordance with 2018 International Mechanical Code and International Fuel Gas Code.

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 **30** calendar days of execution of the Notice to Proceed.

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. Radiant Heating: Including but not limited to:

1. Radiant Heating for a large shed 100' x 50'
 - a. Roberts Gordon TF-350 twin fire radiant heater, 350,000 BTU's and 100' of radiant tube and reflectors
2. Radiant Heating for a garage 50' x 50'
 - a. Roberts Gordon CTH2V radiant tube heaters, 175,000 BTU's each, 50' of radiant tube and reflectors each.

OR Acceptable Product - Superior Radiant Products

Two UX17N5S 175 MBH/50' long tube heaters for the TF-350
UX17N5S 175 MBH/50' long tube heaters for the CTH2V

3. All items for turn key installation:

- a. The radiant tube heaters
- b. Gas piping
- c. Exhaust vent piping, wall/roof thimbles and vent caps
- d. Unistrut and chain falls for suspension of heaters
- e. Low voltage wiring and programmable thermostats
- f. Electrical service for the heater blowers
- g. Lift equipment

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
21-383-701 Rebid

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 October, 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.

Hon Heating & Cooling

305 N Independence St
Harrisonville MO 64701
Phone (816) 380-5659 FAX (816) 817-4443
honheat@embarqmail.com
www.honheatingandcooling.com

PROPOSAL

City of Raymore, Missouri
100 Municipal Circle
Raymore MO 64083

RFP Number
21-383-701

Date of Submission
September 7, 2021

Hon Heating and Cooling will supply all labor, material, supervision, tools and equipment for a complete heating and ventilation system installation for all units specified in request for proposal 21-383-701.

Provided by Hon Heating and Cooling

Radiant Heating for Large Shed 100'x50'

- Roberts Gordon TF-350, 350000btu twin fired 100' radiant heater with reflectors

Radiant Heater for Garage 50'x50'

- Roberts Gordon CTH2V, 175000btu 50' radiant heater with reflectors

Gas piping, exhaust vent piping, low voltage wiring, programmable thermostats, electrical and lift equipment

Turn Key Installation Bid \$42,450.00

***This price is good for 30 days from the date of bid. Due to the volatility of the market, purchases must be paid for within that time frame or are subject to change.**

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority personally appeared L. Dianne Hon, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: L. Dianne Hon/owner

Company: Hon Heating and Cooling

Address: 305 N. Independence St., Harrisonville, MO 64701

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 21-383-701 Rebid.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Hon Heating and Cooling
Company Name

L. Dianne Hon
Signature

Name: L. Dianne Hon

Title: Owner

STATE OF Missouri COUNTY OF Cass

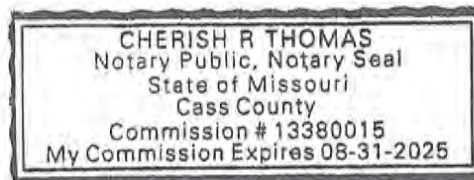
Subscribed and sworn to before me this 7 day of September, 2021.

Notary Public: Cherish R Thomas

My Commission Expires: 08-31-2025 Commission # 13380015

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

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



**INSTRUCTIONS FOR RESPONDING TO
RFP 21-383-701 Rebid**

Please Remit

- * One (1) original signed unbound proposal
- * Two (2) copies of original signed proposal (no wire bindings)

<input checked="" type="checkbox"/>	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET
	Form A - Commitment to sign Agreements
	Form B - Contractor Disclosures
	Form C - Experience/References
	Form D - Work Agreement
	Form E - Proposal Pricing (Including unit prices, where required)
	Addenda, if applicable
	E-Verify - Attach to original
	Bid Bond (if required) - Attach to original
	Certificate Copies (if required) - Attach to original - See Appendix B Section Q

Total of three (3) proposals submitted

MUST BE RECEIVED BY: September 8, 2021 10:00 a.m.

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL 21-383-701 Rebid"
WITH YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO:**

Kim Quade, CPPB
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

Any questions regarding this Request for Proposal shall be submitted to the Purchasing Specialist, Kim Quade, CPPB by email at Kquade@raymore.com or by phone at (816) 892-3045.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

NO BID:

If not submitting a Proposal, respond by returning the attached "No Bid Response Form". Failure to submit either a Proposal or a **No Bid Response** may be cause for removal of the Respondent from the City of Raymore mailing list.

City of Raymore
Kim Quade, CPPB
100 Municipal Circle
Raymore, MO 64083
(816) 892-3045
Fax: 816-892-3093
E-Mail: Kquade@raymore.com

"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE

If you do not wish to respond to this proposal request, but would like to remain on the City of Raymore vendor list, please fill out this form and return to the Purchasing Specialist by e-mail or fax.

Request for Proposal: 21-383-701 Rebid - Radiant Heating

Company Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reasons for not submitting a proposal response:

PROPOSAL FORM A
RFP 21-383-701 Rebid

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) L. Dianne Hon having authority to act on behalf of (Company name) Hon Heating and Cooling do hereby acknowledge that (Company name) Hon Heating and Cooling 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: Hon Heating and Cooling

ADDRESS: 305 N. Independence St.
Street

ADDRESS: Harrisonville, MO 64701
City State Zip

PHONE: 816-380-5659

E-MAIL: honheat@embarqmail.com

DATE: 9-7-2021
(Month-Day-Year)


Signature of Officer/Title

N/A
DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 21-383-701 Rebid

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 21-383-701 Rebid

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	D&D Properties LLC
ADDRESS	11551 Ash Street, Suite 215, Leawood, KS 66211
CONTACT PERSON	David G. Dehaemers, Jr.
CONTACT EMAIL	david.dehaemers@tazcapital.com
TELEPHONE NUMBER	913-387-1558
PROJECT, AMOUNT AND DATE COMPLETED	Hedge Hollow Racetrack Garages & Entertainment Suites \$558,073.00 2021/May 6

COMPANY NAME	Koehn Building Systems
ADDRESS	600 N. 14 th St., Rich Hill, MO 64779
CONTACT PERSON	David Leatherman
CONTACT EMAIL	david@koehnbuildings.com
TELEPHONE NUMBER	866-943-7751 or 417-321-7006
PROJECT, AMOUNT AND DATE COMPLETED	Adrian Vo-Ag Addition and Renovation \$150,708.00 2021/March 22

COMPANY NAME	Skybridge Construction LLC
ADDRESS	701 Cedar Lak Blvd. #410, Oklahoma City, OK 73114
CONTACT PERSON	Justo Gonzalez
CONTACT EMAIL	justo.gonzalez@skybridgelle.com
TELEPHONE NUMBER	512-720-2625
PROJECT, AMOUNT AND DATE COMPLETED	Justice Cannabns \$55,831.00 8-19-2021

COMPANY NAME	Sherwood Cass R-8 Schools
ADDRESS	33300 S. Sherwood Dr., Creighton, MO 64739
CONTACT PERSON	Dr. Steve Ritter
CONTACT EMAIL	steve.ritter@sherwoodk12.net
TELEPHONE NUMBER	660-499-2239
PROJECT, AMOUNT AND DATE COMPLETED	6 RTU's \$21,064.00 3-19-2020

COMPANY NAME	First Christian Church
ADDRESS	400 S. Independence St., Harrisonville, MO 64701
CONTACT PERSON	Steve Allbaugh
CONTACT EMAIL	sallbaugh@embargmail.com
TELEPHONE NUMBER	816-7181112
PROJECT, AMOUNT AND DATE COMPLETED	15 Ton AC \$21,614.00 9-21-2020

State the number of Years in Business: 25+

State the current number of personnel on staff: 8

PROPOSAL FORM D

RFP 21-383-701 Rebid

Proposal of Hon Heating and Cooling, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Hon Heating & Cooling LLC (*) a corporation

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. 21-383-701 – Radiant Heating.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 0, 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. 21-383-701 Rebid

Radiant Heating Project

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1		\$ 1228
Radiant Heating - Turn Key	Lump Sum	1		\$ 41222
TOTAL BASE BID				\$ 42450

Company Name Hon Heating and Cooling

Total Base Bid for Project Number: 21-383-701 Rebid

\$ 42,450.⁰⁰

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

(\$ Forty-two thousand four hundred fifty dollars)

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

**BID PROPOSAL FORM E – RFP 21-383-701 Rebid
CONTINUED**

Company Name Hon Heating and Cooling

By 
Authorized Person's Signature

L. Dianne Hon, owner
Print or type name and title of signer

ADDENDA
Bidder acknowledges receipt of the following addendum:

Addendum No. 6

Addendum No. _____

Company Address 305 N. Independence St.
Harrisonville, MO 64701

Addendum No. _____

Addendum No. _____

Addendum No. _____

Phone 816-380-5659 or 816-884-5372

Addendum No. _____

Fax 816-817-4443

Email honheat@embargmail.com

Date 9-7-21

LATE BIDS CANNOT BE ACCEPTED!



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 27, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3658: Alexander Creek 3rd Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Sept. 21, 2021
Action/Vote: Approval, 7-0-1

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Tyler Sallee, representing Alexander Creek Holdings, LLC, filed a request for final plat approval for Alexander Creek 3rd Plat, a 55-lot single-family subdivision proposed west of Ward Road and north of Alexander Creek Drive. The development agreement outlines the requirements of the developer in completion of this phase of the subdivision.

BILL 3658

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE ALEXANDER CREEK 3RD PLAT."

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

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

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

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

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

Section 2. That the subdivision known as Alexander Creek 3rd Plat is approved for the tract of land described below:

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED BY JED A.M. BAUGHMAN, PLS #2014020708 OF RENAISSANCE INFRASTRUCTURE CONSULTING, INC. AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;THENCE SOUTH 02°13'32" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 552.30 FEET TO THE NORTHEAST CORNER OF ALEXANDER CREEK 1ST PLAT, A SUBDIVISION IN SAID CITY OF RAYMORE, CASS COUNTY, MISSOURI;THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID ALEXANDER CREEK 1ST PLAT, NORTH 87°46'19" WEST, A DISTANCE OF 424.99 FEET;THENCE NORTH 86°38'52" WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET;THENCE NORTH 89°40'52" WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 161.71 FEET;THENCE NORTH 87°35'41" WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 50.15 FEET;THENCE NORTH 83°52'38" WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 130.40 FEET;THENCE SOUTH 11°16'21" WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 106.09 FEET;THENCE CONTINUING ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF ALEXANDER CREEK 2ND PLAT, A SUBDIVISION IN SAID CITY OF RAYMORE, CASS COUNTY, MISSOURI, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 78°43'40" WEST, A RADIUS OF 870.00 FEET, A CENTRAL ANGLE OF 13°53'55", AND AN ARC LENGTH OF 211.04 FEET TO A POINT OF COMPOUND CURVATURE;THENCE CONTINUING ALONG SAID NORTH LINE OF ALEXANDER CREEK 2ND PLAT, ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 100°20'38", AND AN ARC LENGTH OF 26.27 FEET;THENCE NORTH 67°35'32" WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 51.13 FEET;THENCE CONTINUING ALONG SAID NORTH LINE, ALONG A

NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 33°28'14" WEST, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°54'00", AND AN ARC LENGTH OF 21.96 FEET;THENCE NORTH 62°37'46" WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 187.32 FEET;THENCE CONTINUING ALONG SAID NORTH LINE, ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 94°34'34", AND AN ARC LENGTH OF 24.76 FEET;THENCE NORTH 65°10'59" WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 50.36 FEET;THENCE CONTINUING ALONG SAID NORTH LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 31°22'06" WEST, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 86°00'08", AND AN ARC LENGTH OF 22.52 FEET;THENCE NORTH 62°37'46" WEST, CONTINUING ALONG SAID NORTH LINE AND ITS WESTERLY PROLONGATION, A DISTANCE OF 379.51 FEET;THENCE NORTH 46°40'34" EAST, A DISTANCE OF 182.64 FEET;THENCE NORTH 62°18'08" EAST, A DISTANCE OF 333.09 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER;THENCE SOUTH 87°17'57" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,248.97 FEET TO THE POINT OF BEGINNING, CONTAINING 818,777 SQUARE FEET, OR 18.797 ACRES, MORE OR LESS.

Section 3. The Development Agreement between the City of Raymore, Missouri and Alexander Creek Holdings, LLC. is approved and the City Manager is directed to execute said agreement on behalf of the City of Raymore, Missouri.

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 27TH DAY OF SEPTEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF OCTOBER, 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

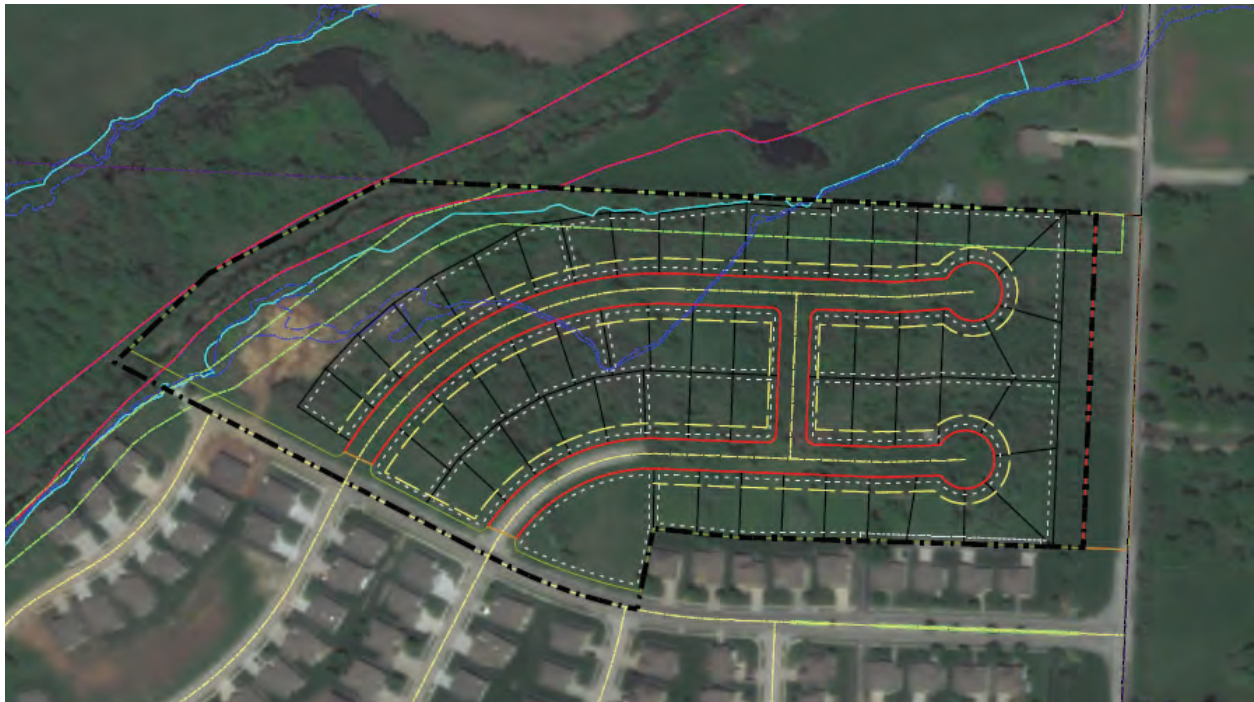


To: City Council
From: Planning and Zoning Commission
Date: September 27, 2021
Re: Case #21027 - Alexander Creek 3rd Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** Alexander Creek Holdings, LLC
P.O. Box #6437
Lee's Summit, MO 64064

Property Location: North of Alexander Creek Drive, west of Ward Road



Existing Zoning: PUD - Planned Unit Development District



Existing Surrounding Zoning: North: A - Agriculture District
South: PUD - Planned Unit Development District
County Zoning
East: County Zoning
West: R1 - Single Family Residential
County Zoning

Total Tract Size: 18.797 acres

Total Number of Lots: 55 lots and 3 Tracts

Legal Description:

All that part of the Northeast Quarter of Section 13, Township 46 North, Range 32 West of the Fifth Principal Meridian in the City of Raymore, Cass County, Missouri, being more particularly described by Jed A.M. Baughman, PLS #2014020708 of Renaissance Infrastructure Consulting, Inc. as follows:

Beginning at the Northeast Corner of said Northeast Quarter;thence South 02°13'32" West, along the East line of said Northeast Quarter, a distance of 552.30 feet to the Northeast corner of ALEXANDER CREEK 1ST PLAT, a subdivision in said City of Raymore, Cass County, Missouri;thence leaving said East line and along the North line of said ALEXANDER CREEK 1ST PLAT, North 87°46'19" West, a distance of 424.99 feet;thence North 86°38'52" West, continuing along said North line, a distance of 20.00 feet;thence North 89°40'52" West, continuing along said North line, a distance of 161.71 feet;thence North 87°35'41" West, continuing along said North line, a distance of 50.15 feet;thence North 83°52'38" West, continuing along said North line, a distance of 130.40 feet;thence South 11°16'21" West, continuing along said North line, a distance of 106.09 feet;thence continuing along said North line and along the North line of ALEXANDER CREEK 2ND PLAT, a subdivision in said City of Raymore, Cass County, Missouri, along a non-tangent curve to the right, having an initial tangent bearing of North 78°43'40" West, a radius of 870.00 feet, a central angle of 13°53'55", and an arc length of 211.04 feet to a point of compound curvature;thence continuing along

said North line of ALEXANDER CREEK 2ND PLAT, along a curve to the right, tangent to the last described course, having a radius of 15.00 feet, a central angle of 100°20'38", and an arc length of 26.27 feet;thence North 67°35'32" West, continuing along said North line, a distance of 51.13 feet;thence continuing along said North line, along a non-tangent curve to the right, having an initial tangent bearing of South 33°28'14" West, a radius of 15.00 feet, a central angle of 83°54'00", and an arc length of 21.96 feet;thence North 62°37'46" West, continuing along said North line, a distance of 187.32 feet;thence continuing along said North line, along a curve to the right, tangent to the last described course, having a radius of 15.00 feet, a central angle of 94°34'34", and an arc length of 24.76 feet;thence North 65°10'59" West, continuing along said North line, a distance of 50.36 feet;thence continuing along said North line, along a non-tangent curve to the right having an initial tangent bearing of South 31°22'06" West, a radius of 15.00 feet, a central angle of 86°00'08", and an arc length of 22.52 feet;thence North 62°37'46" West, continuing along said North line and its Westerly prolongation, a distance of 379.51 feet;thence North 46°40'34" East, a distance of 182.64 feet;thence North 62°18'08" East, a distance of 333.09 feet to a point on the North line of said Northeast Quarter;thence South 87°17'57" East, along said North line, a distance of 1,248.97 feet to the Point of Beginning, containing 818,777 square feet, or 18.797 acres, more or less.

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 Alexander Creek Drive as a local road. Ward Road is classified as a minor arterial road.

Items of Record:

- Exhibit 1. Unified Development Code**
- Exhibit 2. Application**
- Exhibit 3. Growth Management Plan**
- Exhibit 4. Staff Report**
- Exhibit 5. Final Plat**

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for Alexander Creek 3rd Plat.

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The "PUD" Planned Unit Development zoning designation for Alexander Creek Subdivision was established on March 23, 2003.
2. The original preliminary plat was approved as part of the PUD rezoning in 2003.

3. The approved preliminary plat was modified in 2005 (boundary of development modified) and in 2007 (maximum building coverage allowed on a lot was increased to 38%).
4. Phases 1-3 of the subdivision follow the approved preliminary plat. The original preliminary plat for the remaining undeveloped land, including Phase 4, expired in 2019.
5. The 1st Phase of Alexander Creek was platted in March 2004.
6. The 2nd and 3rd Phase of Alexander Creek was platted in October 2005.
7. The reconstruction of Ward Road, approved as part of the 2020 voter approved General Obligation bond, is currently in the design phase.
8. The preliminary plat for Alexander Creek Phase 4 was approved on March 8, 2021.

ENGINEERING DIVISION COMMENTS

In its attached memorandum, the Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The current bulk and dimensional standards determined during the property rezoning are as follows:

	PUD
Minimum Lot Area	6,000
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	60
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	25
rear	20
side	5
side, abutting residential district	15
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	38

2. The proposed project was shared with the South Metropolitan Fire Protection District. All comments of the District have been met.

3. There is a 75-foot right-of-way provided for the expansion of Ward Road. The final plat provides the required right-of-way.
4. Final Plat approval and acceptance of the required public infrastructure will be required before the issuance of any building permits on the property.
5. The Raymore Parks and Recreation Board, on June 23, 2020, accepted the fee-in-lieu requirement that will be paid at the time the final plat is recorded.
6. The subdivision is served by Cass County Public Water Supply District #3. A water main exists along Ward Road to serve the new development. The district is aware of the proposed subdivision and indicated the new homes can be served by the district.
7. The proposed street names have been checked against the City and County databases and are compliant with the City addressing policy.
8. The developer is required to construct a shade structure with sidewalk connections on Tract A. This amenity is required to be completed with the public infrastructure prior to the construction of any homes in the final plat.
9. Five foot (5') sidewalks will be required to be installed on lots within this final plat.
10. There is an existing sanitary sewer easement crossing through lots 155-166 that was established prior to the development of the Alexander Creek Subdivision. The easement through these lots is no longer needed and will be vacated under a separate instrument.
11. A landscape buffer will be installed in Tract C along Ward Road. The landscaping must be installed prior to issuance of the first Certificate of Occupancy for a home in the final plat area.
12. Installation of public improvements for the 3rd Plat area commenced after approval was granted for the preliminary plat.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The final plat is substantially the same as the Preliminary Development Plan and Memorandum of Understanding. Roadway alignments and lot configurations generally remain the same.

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

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

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

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

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	September 21, 2021	September 27, 2021	October 11, 2021

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #21027 Alexander Creek 3rd Plat to the City Council with a recommendation for approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its September 21, 2021 meeting, voted 7-0-1 to accept the staff proposed findings of fact and forward Case #21027 Alexander Creek 3rd Plat to the City Council with a recommendation for approval.

Memorandum

TO: Planning and Zoning Commission

FROM: Michael Krass, Director of Public Works and Engineering

DATE: September 14th, 2021

RE: Alexander Creek 4th Final Plat

The City of Raymore Public Works Engineering Division has reviewed the above reference application and determined that it meets the requirements and design standards of the City of Raymore with the exception of water service which will be provided by Cass County Public Water Supply District #3.



Development Agreement

For

Alexander Creek 3rd Plat

Legal Description Contained on Pages 2-3

**Between Alexander Creek Holdings, LLC., Grantor
and**

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

October 11, 2021

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 11th day of October, 2021 by and between, **Alexander Creek Holdings, LLC.**, hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Alexander Creek 3rd Plat** which is located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Alexander Creek 3rd Plat**

All that part of the Northeast Quarter of Section 13, Township 46 North, Range 32 West of the Fifth Principal Meridian in the City of Raymore, Cass County, Missouri, being more particularly described by Jed A.M. Baughman, PLS #2014020708 of Renaissance Infrastructure Consulting, Inc. as follows:

Beginning at the Northeast Corner of said Northeast Quarter;thence South 02°13'32" West, along the East line of said Northeast Quarter, a distance of 552.30 feet to the Northeast corner of ALEXANDER CREEK 1ST PLAT, a subdivision in said City of Raymore, Cass County, Missouri;thence leaving said East line and along the North line of said ALEXANDER CREEK 1ST PLAT, North 87°46'19" West, a distance of 424.99 feet;thence North 86°38'52" West, continuing along said North line, a distance of 20.00 feet;thence North 89°40'52" West, continuing along said North line, a distance of 161.71 feet;thence North 87°35'41" West, continuing along said North line, a distance of 50.15 feet;thence North 83°52'38" West, continuing along said North line, a distance of 130.40 feet;thence South 11°16'21" West, continuing along said North line, a distance of 106.09 feet;thence continuing along said North line and along the North line of ALEXANDER CREEK 2ND PLAT, a subdivision in said City of Raymore, Cass County, Missouri, along a non-tangent curve to the right, having an initial tangent bearing of North 78°43'40" West, a radius of 870.00 feet, a central angle of 13°53'55", and an arc length of 211.04 feet to a point of compound curvature;thence continuing along said North line of ALEXANDER CREEK 2ND PLAT, along a curve to the right, tangent to the last described course, having a radius of 15.00 feet, a central angle of 100°20'38", and an arc length of 26.27 feet;thence North 67°35'32" West, continuing along said North line, a distance of 51.13 feet;thence continuing along said North line, along a non-tangent curve to the right, having an initial tangent bearing of South 33°28'14" West, a radius of 15.00 feet, a central angle of 83°54'00", and an arc length of 21.96 feet;thence North 62°37'46" West, continuing along said North line, a distance of 187.32 feet;thence continuing along said North line, along a curve to the right, tangent to the last described course, having a radius of 15.00 feet, a central angle of 94°34'34", and an arc length of 24.76 feet;thence North 65°10'59" West, continuing along said North line, a distance of 50.36 feet;thence continuing along said North line, along a non-tangent curve to the right having an initial tangent bearing of South 31°22'06" West, a radius of 15.00 feet, a central angle of 86°00'08", and an arc length of 22.52 feet;thence North 62°37'46" West, continuing along said North line and its Westerly prolongation, a distance of 379.51 feet;thence North 46°40'34" East, a distance of 182.64

feet;thence North 62°18'08" East, a distance of 333.09 feet to a point on the North line of said Northeast Quarter;thence South 87°17'57" East, along said North line, a distance of 1,248.97 feet to the Point of Beginning, containing 818,777 square feet, or 18.797 acres, more or less.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

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

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer’s estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.
2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.
3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.
4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Alexander Creek 3rd Plat** is **\$29,040.00 (Twenty-Nine Thousand and Forty dollars)**. Fees are to be paid at the time the final plat is recorded.

8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

10. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agree to have installed, at their cost, all required street name signage determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.

2. The landscaping within the 50-foot landscape buffer (Tract C) shall be installed prior to the issuance of any Certificate of Occupancy for any home in the subdivision.

3. The following improvements shall be completed with the installation of public improvements for the subdivision:

- a. A five foot (5') sidewalk is required through Tract F of the Alexander Creek 2nd Plat to connect the existing trail to the sidewalk along Creek View Lane.
- b. A four foot (4') sidewalk shall be constructed on the south side of Creek View Lane within Tract F of the Alexander Creek 2nd Plat.

- c. A four foot (4') sidewalk shall be constructed on the west side of Cold Water Lane to connect the existing sidewalk on Lot 117 to the existing ADA ramp along Alexander Creek Drive at its intersection with Cold Water Lane.
 - d. The existing trail located in the rear yard area of, and common area behind, Lots 74-82 shall be removed. The area shall be graded to be level with the rear yard area of the adjacent home and grass shall be established
4. A five foot (5') sidewalk is required on all lots and common areas, including Tract A, within the subdivision. Sidewalks in common areas shall be constructed at the time public improvements are installed for the applicable phase of development.
 5. Sidewalks on residential lots shall be constructed prior to the issuance of a Certificate of Occupancy for the home.
 6. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
 7. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
 8. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.
 9. The shade structure and sidewalk connection to the structure in Tract A shall be constructed prior to acceptance of public improvements for the subdivision.
 10. A 4-stall parking space area, which includes two of the spaces as ADA Accessible spaces, shall be installed along Alexander Creek Drive along Tract A as part of the public improvements for the subdivision.
 11. Potable water and electricity shall be provided to the shade structure constructed within Tract A.
 12. One yard tree shall be provided in the front yard for each dwelling unit. Corner lots shall be provided with one tree in each front yard.
 13. All required landscaping shall comply with Chapter 430 of the Unified Development Code.

14. All required landscaping shall be installed prior to the issuance of any Certificate of Occupancy for the applicable building.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.

2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.

3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.

5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.

6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.

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

9. The Sub-divider shall comply with all terms of the Memorandum of Understanding for Alexander Creek Subdivision recorded in Book 4716, Page 20 and recorded on July 9, 2021.

10. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified

United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to the Sub-divider, at:

Tyler Sallee
Alexander Creek Holdings, LLC
PO Box #6437
Lee's Summit, MO 64064

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Alexander Creek 3rd Plat**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Alexander Creek 3rd Plat**.

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

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

Subscribed and sworn to me on this
the _____ day of _____ 20__
in the County of _____,
State of _____.

Stamp:

Notary Public: _____ My Commission Expires: _____

FEE CALCULATION FOR ALEXANDER CREEK 4TH PLAT

Total Cost for 'New' Public Improvements: \$713,212.55

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

1	Land Disturbance Permit Fee. [455.010B] 01-00-4170-0000 If fee paid prior to recording of plat, receipt #_____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$500.00
2	Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt#_____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$5,000
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (14ac. total disturbed) If deposit paid prior to recording of plat, receipt#_____ If letter of credit submitted: financial institution:_____ renewal date of letter of credit:_____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$9,000
3	Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4182-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$7,132.12
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$35,660.63
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (14 acres) [Schedule of Fees and Charges] 01-00-4185-0000	\$126.00
6	Parkland Dedication Fee-In-Lieu 27-00-4705-0000	\$29,040.00

TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$29,166.00
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND
DISTURBANCE PERMIT..... \$14,500.00
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A
CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$42,792.75

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Oct. 11, 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 3660 Approving the Fiscal Year 2022 Budget

STRATEGIC PLAN GOAL/STRATEGY

4.3.2: Establish a strong connection between the budget and strategic plan

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Nov. 1, 2021	Oct. 31, 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Manager transmitted the proposed Budget and Capital Improvement Program (CIP) to the City Council on Aug. 16, 2021. The Council had the opportunity to discuss the FY 2022 Budget and CIP at each Council work session following the presentation.

The budget ordinance is presented as the City Manager's Proposed Budget.

BILL 3660

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2022 BUDGET.”

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

Section 1. The annual budget of the City of Raymore, Missouri, for the Fiscal Year beginning on November 1, 2021, and ending October 31, 2022, is finally approved, adopted and appropriated by fund and the maximum amounts to be expended are as follows:

	FY 2021-2022
General Fund (01)	
Administration	1,422,231
Information Technology	660,828
Economic Development	158,219
Development Services	777,974
Engineering	451,616
Streets	844,408
Stormwater	310,493
Buildings & Grounds	361,932
Municipal Court	133,000
Finance	729,538
Communications	193,219
Prosecuting Attorney	24,400
Police	4,328,192
Emergency Management	136,295
Total Expenditures	\$10,532,345
Transfer to Park Fund	100,000
Total Transfers	100,000
Total General Fund	\$10,632,345
Park Fund (25)	\$1,562,589
General Obligation Debt (40)	\$2,411,479
Vehicle Replacement (03)	\$302,569
Restricted Revenue (04)	\$17,480
Enterprise Fund (50)	
Water & Sewer Departments	5,991,006
Solid Waste	1,880,296

Total Expenditures	\$7,871,302
Transfer to General Fund	999,504
Transfer to VERP Fund	109,554
Transfer to Ent. Cap Maint Fund	600,000
Total Transfers	\$1,709,058
Total Enterprise Fund	\$9,580,360
Capital Funds	
<i>(includes projects, debt service, and other operating expenditures)</i>	
05 Building Equipment Replacement	215,000
36 Transportation	1,745,000
36.38 GO Bond Transportation	5,205,000
37 Excise Tax	880,000
45 Capital Sales Tax	1,240,576
46 Stormwater Sales Tax	812,068
47 Parks Sales Tax	725,000
52 Water Connection	158,520
53 Sewer Connection	128,520
54 Enterprise Capital Maintenance	485,587
Total Capital Funds	\$11,595,271

Section 2. The funds necessary for expenditure in the budget of the City of Raymore for the Fiscal Year beginning November 1, 2021, as summarized in Section 1, are hereby appropriated and set aside for the maintenance and operation of the various departments of the government of the City of Raymore, Missouri, together with the various activities and improvements set forth in said budget.

Section 3. The amount apportioned for each department as shown in the budget shall not be increased except by motion of the City Council duly made and adopted, but the objects of the expense comprising the total appropriation for any department may be increased or decreased at the discretion of the City Manager, providing that said adjustment shall not increase the total appropriation for the department.

Section 4. All portions of the final Fiscal Year 2021-22 budget book document prepared and submitted to the Mayor and City Council for consideration, as amended by the City Council prior to the adoption of this ordinance, are hereby adopted by reference, including all organizational charts, salary range charts, policies and procedures, and are made a part of this ordinance.

Section 5. All revenue of the City of Raymore not appropriated by this Ordinance and any amount appropriated by this Ordinance and not disbursed shall be expended or kept as directed by the City Council.

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

DULY READ THE FIRST TIME THIS 11TH DAY OF OCTOBER 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF OCTOBER, 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: Oct. 11, 2021

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

TITLE / ISSUE / REQUEST

Bill 3661 - Budget Amendment FY2021 Operating Adjustments

STRATEGIC PLAN GOAL/STRATEGY

4.3.2: Establish a strong connections between the budget and the strategic plan

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: 01, 04, 05, 47, 54

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:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

During Fiscal Year 2021, the following operating transactions occurred that require budget amendments. Finance staff has accumulated these items to be addressed as a single budget amendment.

1. The Administration Department had additional expenditures associated with sending officers through the police academy, worker's compensation insurance, tools & equipment related to TB Hanna Station, lighted stop signs and challenge coins. \$35,683
2. The Information Technology Systems Department had additional expenditures associated with a service contract for body cameras and computer equipment and software maintenance in general. \$18,680
3. The Street Department had additional expenditures associated with the purchase of salt. \$23,012
4. The Police Department reallocated budget dollars from the wages line item to education to send officers to the police academy. \$12,420
5. During 2021 Covid-19 continued to cause additional expenditures that were reimbursed by Cass County through the CARES Act. \$31,000
6. During 2021 the balance of the CARES Act funds were transferred to the Restricted Revenue Fund. \$879,876
7. During 2021 the American Rescue Plan Act was passed by the Fed Govt to provide additional funding to local govts. These funds were received and deposited to the Restricted Revenue Fund (04). \$2,239,214.49
8. There were expenses in the Restricted Revenue Fund that were not budgeted for FY2021: Development priming initiative through a labor study and Dean Avenue alignment study, annexation, employee training/safety, staffing study, and court hardware/software upgrade related to Show-Me Court transition. \$40,325
9. During 2021 Restricted Revenue Funds were transferred to Parks Sales Tax Fund for completion of TB Hanna Station. \$50,000
10. During 2021 Restricted Revenue Funds were transferred to Enterprise Capital Maintenance Fund. These were the excess legal funds that were not spent on the Water District 10 legal issue. \$12,101
11. During 2021 it was necessary to complete wood restore at Centerview and the expense was paid from the BERP fund (05). \$7,794
12. During 2021 we entered into a lake maintenance contract for Johnston Lake to be funded by the Stormwater fund (46). \$11,500

BILL 3661

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2021 OPERATING BUDGET."

WHEREAS, the Fiscal Year 2021 budget was adopted by the Raymore City Council; and

WHEREAS, during 2020-2021 the Administration Department of the General Fund had additional expenditures associated with sending officers through the police academy; worker's compensation insurance; tools and equipment related to TB Hanna Station and lighted stop signs; challenge coins purchased and

WHEREAS, during 2020-2021 the Information Technology & Services Department of the General Fund had additional expenditures associated with a service contract for body cameras and computer equipment and software maintenance in general; and

WHEREAS, during 2020-2021 the Street Department of the General Fund had additional expenditures associated with the purchase of salt; and

WHEREAS, during 2020-2021 the Police Department of the General Fund reallocated \$12,420 budget from wages to education to send officers to the police academy; and

WHEREAS, during 2020-2021 Covid-19 continued to cause additional expenditures that were not budgeted and were reimbursed by Cass County through the CARES Act and the balance of the funds were transferred to the Restricted Revenue Fund; and

WHEREAS, during 2020-2021 the American Rescue Plan Act (ARPA) was passed by the Federal Government on March 11, 2021 to provide additional funding to state and local governments and these funds were received and deposited to the Restricted Revenue Fund; and

WHEREAS, during 2020-2021 there were expenses associated with: development priming initiative, annexation, employee training/safety, staffing study, and Court hardware/software upgrade out of the Restricted Revenue Fund that were not budgeted; and

WHEREAS, during 2020-2021 Restricted Revenue Funds were transferred to Parks Sales Tax Fund (47) for the completion of TB Hanna and Water District 10 excess funds were returned to the Enterprise Capital Maintenance Fund (54); and

WHEREAS, during 2020-2021 it was necessary to complete wood restore at Centerview paid from the BERP fund; and

WHEREAS, during 2020-2021 we entered into a lake maintenance contract for Johnston Lake to be paid from the Stormwater fund; and

WHEREAS, staff recommends amending FY 2021 Operating Budget.

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

Section 1. That the City of Raymore Fiscal Year 2021 Operating Budget is amended as follows:

<u>Revenue</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
Restricted Revenue Fund (04)	\$0.00	\$2,239,214.49	\$2,239,214.49
<u>Interfund Transfers</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
In:			
Restricted Revenue Fund (04)	\$0.00	\$879,876	\$879,876
Park Sales Tax Fund (47)	\$0.00	\$50,000	\$50,000
Enterprise Capital Maintenance (54)	\$0.00	\$12,101	\$12,101
Out:			
Restricted Revenue Fund (04)	\$0.00	\$12,101	\$12,101
Restricted Revenue Fund (04)	\$0.00	\$50,000	\$50,000
General Fund (01)	\$0.00	\$879,876	\$879,876

<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
General Fund - Admin (01-01)	\$1,345,938	\$1,381,621	\$35,683
General Fund - ITS (01-02)	\$615,336	\$634,016	\$18,680
General Fund - Streets (01-06)	\$825,134	\$848,146	\$23,012
General Fund - Covid-19 (01-30)	\$0.00	\$31,000	\$31,000
Restricted Revenue Fund (04)	\$246,480	\$286,805	\$40,325
BERP Fund (05)	\$793,513	\$801,307	\$7,794
Stormwater Fund (46)	\$646,872	\$658,372	\$11,500

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

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

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

DULY READ THE FIRST TIME THIS 11TH DAY OF OCTOBER, 2021

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF OCTOBER, 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: Oct. 11, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input type="checkbox"/> Ordinance	<input checked="" 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

21-36 - Confirmation of decision to install sidewalk on undeveloped lots

STRATEGIC PLAN GOAL/STRATEGY

2.2.2: Create and maintain a well-connected transportation network

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At its Sept. 27 meeting, City Council held four public hearings on those undeveloped lots that were determined to meet the threshold requiring to have sidewalk installed by the property owner. Council voted to include the four lots on the list to be formally presented for installation of the sidewalk by the City.

Should Council confirm that the City shall install sidewalk upon the four identified lots staff will notify each property owner that the City will commence installation no sooner than Sept. 1, 2022. Should the property owner install sidewalk or obtain a building permit to construct a home on the lot prior to Sept. 1, 2022, staff will remove the lot from the installation list. If the City installs sidewalk upon any of the lots a special assessment will be placed on the lot for the cost of installation.

RESOLUTION 21-36

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, CONFIRMING THE DECISION TO INSTALL SIDEWALK ON CERTAIN IDENTIFIED UNDEVELOPED LOTS AND AUTHORIZING CITY STAFF TO TAKE THE STEPS NECESSARY TO HAVE SIDEWALK INSTALLED.”

WHEREAS, in conformance with Section 445.030(K)2a(5) of the Unified Development Code, notification was provided to the owners of undeveloped lots that had been identified as meeting the threshold requirements for having sidewalk installed; and

WHEREAS, a public hearing was held on September 27, 2021, for those lots wherein sidewalk was not installed by the established deadline; and

WHEREAS, at the conclusion of each public hearing for the lots described below the City Council made the findings pursuant to Section 445.030(K)2a(9) of the Unified Development Code and made a determination to install sidewalk on the lot and levy a special assessment against the lot for the costs thereof in accordance with Section 445.030(K)2a(7); and

WHEREAS, the City Council decision to install sidewalks was done for the purpose of having a continuous and connected sidewalk network throughout the City.

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

Section 1. The City Council hereby confirms the determination made at the September 27, 2021 public hearing and hereby authorizes the installation of sidewalks on the following described undeveloped lots:

- 204 Ramblewood Drive, Ramblewood at Jeter Farm Lot 21
- 300 Crestview Court, Alexander Creek 2nd Plat Lot 53
- 303 Crestview Court, Alexander Creek 2nd Plat Lot 51
- 305 Crestview Court, Alexander Creek 2nd Plat Lot 50

Section 2. City staff is authorized to proceed with the plans and specifications for the installation of sidewalks upon the above identified lots. No sidewalk shall be installed by the City before September 1, 2022.

Section 3. City staff is authorized to levy a special assessment against those lots upon which the sidewalk is installed for the costs of installation of the sidewalk.

Section 4. This Resolution shall become effective on and after the date of passage and approval.

Section 5. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 11TH DAY OF OCTOBER, 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: Oct. 11, 2021

SUBMITTED BY: Shawn Aulgur

DEPARTMENT: Human Resources

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

TITLE / ISSUE / REQUEST

Bill 3662 - Amending the Administrative Policy Manual

STRATEGIC PLAN GOAL/STRATEGY

4.2.2: Strengthening our environment of placing an emphasis on retaining employees

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Section 600.6
Draft Forms

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The State of Missouri approved legislation that requires protected, unpaid leave for victims of domestic abuse. As part of the new law, the City is required to adopt the leave policy as part of its Administrative Policy Manual and provide notice to all employees by Oct. 27, 2021.

BILL 3662

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ADDING SECTION 600.6: VICTIMS ECONOMIC SAFETY AND SECURITY ACT (VESSA) LEAVE TO THE ADMINISTRATIVE POLICY MANUAL."

WHEREAS, the Missouri Legislature passed VESSA during the 2021 legislative session and Gov. Parsons signed the act into law in August of this year; and

WHEREAS, the act requires the policy to be approved by Council and included in the City's Administrative Policy Manual; and

WHEREAS, the act requires the Human Resources Department to provide notification to all employees by October 27, 2021.

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

Section 1. That the Administrative Policy Manual be amended to include Section 600.6: Victims Economic Safety and SEcurity Act (VESSA) Leave, attached as Exhibit A.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 3. That this ordinance shall take effect and be in full force from and after its passage and approval.

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 portion thereof.

DULY READ THE FIRST TIME THIS 11TH DAY OF OCTOBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF OCTOBER, 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

Section 600.6 VICTIMS ECONOMIC SAFETY AND SECURITY ACT (VESSA) LEAVE

GENERAL LEAVE REQUIREMENTS

Under VESSA, the City will grant up to two (2) weeks of unpaid leave per year, though the employee may choose to substitute paid leave from their accrued leave banks. VESSA leave, however, is not available where such leave would result in an employee taking more leave than the amount of leave allowed under the Family and Medical Leave Act (FMLA). Much like FMLA leave, VESSA leave can be taken intermittently or on a reduced work schedule. The City will maintain health coverage for an employee on VESSA leave.

Qualifying Reasons for Leave

VESSA leave is available for any of the following reasons:

- a. Seeking medical attention for or recovering from, physical or psychological injuries caused by domestic or sexual violence against the employee or the employee's family or household member;
- b. Obtaining victim service for the employee or the employee's family or household member;
- c. Obtaining psychological or other counseling for the employee or the employee's family or household member;
- d. Participating in safety planning, including temporary or permanent relocation, or other actions to increase the employee or the employee's family or household member's safety from future domestic or sexual violence; and
- e. Seeking legal assistance to ensure the health and safety of the employee or the employee's family or household member, including participating in court proceedings related to the violence.

Employee Eligibility

Employees working the City are eligible to take VESSA leave if:

1. They are victims of domestic or sexual violence, or
2. They have a family or household member who is a victim of domestic or sexual violence.

VESSA defines the term "family or household member" to include spouses, parents, children and "other blood relatives and relatives through a present or prior marriage."

Notice of Leave and Documentation Requirements

Employees who wish to take VESSA leave must provide:

1. At least forty-eight (48) hours' advance notice of the need for leave unless such notice is impractical, in which case the notice must be given as soon as possible; **and**
2. A sworn statement of the employee and documentation showing that the employee is eligible for the leave, such as a police report or document from a victim services organization, or medical professional corroborating eligibility.

This shall be accomplished through the completion of the VESSA Leave Request Form, available from the Human Resources Office. The completed VESSA Leave Request Form and supporting documentation shall be submitted to the Human Resources Office for approval processing. All documentation collected in connection with VESSA leave will be maintained separate from the employee personnel files and with the strictest of confidence.

Safety Accommodations

Upon request, the City will attempt to make reasonable safety accommodations unless such accommodations would result in undue hardship for the City. Such an accommodation must be made timely to the known limitations resulting from the domestic or sexual violence experiences of an employee or an employee's family or household member.

Reasonable safety accommodations encompass the following actions by the City:

- a. Adjustment to a job structure, workplace facility or work requirement;
- b. A transfer or reassignment;
- c. A modified schedule;
- d. Leave from work;
- e. A changed telephone number or seating assignment;
- f. Installation of a lock or implementation of a safety procedure; or
- g. Assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence.

An employee requesting such accommodation is required to provide a written statement signed by the employee or someone acting on the employee's behalf certifying the requested accommodation is for purposes authorized under VESSA.

This shall be accomplished through the completion of the VESSA Accommodation Request Form, available from the Human Resources Office. The completed VESSA Accommodation Request Form shall be submitted to the Human Resources Office for approval processing. All documentation collected in connection with VESSA leave will be maintained separate from the employee personnel files and with the strictest of confidence.

Retaliation Prohibited

Retaliation against employees for exercising their rights under VESSA is prohibited. Likewise, employees who take VESSA leave shall be restored to their job or an equivalent employment position upon returning from leave.



Victims Economic Safety and Security Act (VESSA) Leave Request Form

Human Resources | 100 N. Municipal Circle | Raymore, MO 64083 | Phone: 816-892-3005 | saulgur@raymore.com

The **Victims Economic Safety and Security Act (VESSA)** provides an employee who is victim of domestic or sexual violence, or who has a family or household member who is victim of such violence, to take up to two (2) weeks of unpaid leave (accrued leave may be able to be used to remain in paid status) per year to seek medical assistance, victim service, counseling, safety planning, legal and other assistance. VESSA leave is not available where such leave would result in an employee taking more leave than the amount allowed under the Family and Medical Leave Act (FMLA).

Employee Name: _____ Department: _____

Reason for Leave (check all that apply):

- Seeking medical attention* for or recovering from, physical or psychological injuries caused by domestic or sexual violence against the employee or the employee’s family or household member
- Obtaining victim service for the employee or the employee’s family or household member
- Obtaining psychological or other counseling for the employee or the employee’s family or household member
- Participating in safety planning, including temporary or permanent relocation, or other actions to increase the employee or the employee’s family or household member’s safety from future domestic or sexual violence
- Seeking legal assistance to ensure the health and safety of the employee or the employee’s family or household member, including participating in court proceedings related to the violence

*FMLA paperwork will be required for time taken due to a serious health condition (lasting more than three days or due to time taken intermittently due to a medical condition).

Request to use paid leave:

- Vacation from _____ to _____ Total hours used: _____
- Sick from _____ to _____ Total hours used: _____
- Personal Holiday from _____ to _____ Total hours used: _____
- Other (*specify* _____) from _____ to _____ Total hours used: _____
- Unpaid from _____ to _____ Total hours used: _____

Employee and/or supervisor must also indicate the time used on their timesheet. If FMLA applies, be sure to use the FMLA-specific hours codes

Leave will be taken as:

- Continuous leave block from _____ to _____
- Intermittent leave from _____ to _____
- Temporary reduced schedule (please list or attach requested work schedule) _____

I have read the VESSA Leave Policy and understand my rights and obligations under this policy. I also understand that any leave taken as designated VESSA (paid or unpaid) that also qualifies as an FMLA event will count towards my twelve (12) week FMLA entitlement. I certify and affirm that all information provided is true and accurate.

Employee Signature: _____ Date: _____



Victims Economic Safety and Security Act (VESSA) Accommodation Request Form

Human Resources | 100 Municipal Circle | Raymore, MO 64083 | Phone: 816-892-3005 | saulgur@raymore.com

The **Victims Economic Safety and Security Act (VESSA)** provides an employee who is victim of domestic or sexual violence to reasonable safety accommodation unless such accommodations would result in undue hardship for the city. Such an accommodation must be made timely to the known limitations resulting from the domestic or sexual violence experiences of an employee or an employee's family or household member.

Employee Name: _____ Department: _____

Reason for accommodation request (check one):

- Domestic or sexual violence of employee
- Domestic or sexual violence of family or household member

In the space below, please explain the accommodation you are requesting. Possible accommodations may include adjustment to your job structure, workplace facility or work requirement; transfer or reassignment; a modified work schedule; leave from work; a changed telephone number or seating arrangement; installation of a lock or implementation of a safety procedure; or assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence. **Note:** If you are seeking leave from work (taken either continuously or on an intermittent basis) or a reduced work schedule, please complete the VESSA Leave Request Form.

Along with this form, submit at least one of the following:

- Documentation from a victim services organization, attorney, medical provider, or other professional from whom assistance has been sought
- A police report
- A court order of protection

Other corroborating written evidence of the need for leave

I have read the VESSA Leave Policy and understand my rights and obligations under this policy. I certify and affirm that all information provided is true and accurate.

Employee Signature: _____ Date: _____



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Oct. 11, 2021

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

TITLE / ISSUE / REQUEST

Bill 3659 - Amending the Code of Ordinances for Court Operations

STRATEGIC PLAN GOAL/STRATEGY

4.1.2 - Optimize the use of technology to improve services efficiency and productivity.

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Dec. 1, 2021	N/A

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bill 3659 seeks to amend Section 130.300(A) Court Costs of the Code of Ordinances so as to allow for the Raymore Municipal Court to utilize the Show-Me Courts Automated Court system. The approval of Bill 3659 will specifically allow the Raymore Municipal Court to collect and pay the Statewide Court Automation Fund surcharge authorized by Section 476.056 of the Revised Statutes of Missouri (currently set at \$7.00) per citation. On a monthly basis the Municipal Court will transmit these fees to the Missouri Director of Revenue as our share of the costs for the state operation of the statewide computer records system. Participation by the Raymore Municipal Court is "technically" voluntary though proper integration from city to state level judicial proceedings could be hindered. The alternative would be shutting down the Raymore Municipal Court and allowing the County municipal division in Harrisonville address the prosecution of municipal citations.

There will be costs incurred in adopting the new procedures and requirements for compliance with the Show-Me Courts system. These costs will include both identifiable capital/equipment purchases for computers, tablets, checks and office materials. However, it will also include additional employee time, and operating costs. These costs are, as yet, undetermined.

Staff recommends approval of Bill 3659 so as to maintain compliance with statutory requirements for the continued administration of the Raymore Municipal Court and the provision of efficient service to the citizens of Raymore.

BILL 3659

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SECTION 130.300(A) COURT COSTS OF THE CODE OF ORDINANCES, CITY OF RAYMORE"

WHEREAS, pursuant to Sections 488.012.3(5) and 488.027.2 of the Revised Statutes of Missouri, the City of Raymore, by and through its municipal court, is required to assess certain costs and surcharges in all court cases to fund the Statewide Court Automation Fund;; and

WHEREAS, the City Council desires to ensure that the Statewide Court Administration Fund is adequately funded through the assessment of the necessary, statutorily required changes.

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

Section 1. That Section 130.300(A) of the Code of Ordinances, City of Raymore, Missouri is hereby amended by the addition of the following:

- (11) Statewide Court Automation Fund. In addition to the other costs authorized by this Section, there shall be assessed a state court automation surcharge in the amount authorized by Section 476.056 RSMo., in every proceeding filed in the municipal division for violation of an ordinance. Such surcharge shall also be assessed in cases in which pleas of guilty are processed by the Violations Bureau. No such surcharge shall be collected when the proceeding or defendant has been dismissed by the Court, when costs are waived or when costs are paid to the City. Such surcharge shall be collected by the municipal court and transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Automation Fund as provided in Section 488.012.3(5) and Section 488.027.2, RSMo.

Section 2. Authorize and direct the City Manager and Finance Director to open a bank account at a qualified institution to deposit funds received through the Municipal Court.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 4. That this ordinance shall take effect and be in full force from and after its passage and approval.

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 portion thereof.

DULY READ THE FIRST TIME THIS 11TH DAY OF OCTOBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF OCTOBER, 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: October 11, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input type="checkbox"/> Ordinance	<input checked="" 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

Resolution 21-38: Support for Ridgeview Estates MHDC application

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Preliminary Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Dan Sanders, representing MACO Development Company, LLC, is proposing to develop a 60-unit affordable senior housing rental development on 8 acres located west of Dean Avenue and south of Lucy Webb Road. The developer is proposing to use the Low Income Housing Tax Credit (LIHTC) program, which requires approval from the Missouri Housing Development Commission.

Ridgeview Estates is a proposed one-story garden style apartment community consisting of two-bedroom units. Amenities include a community room with a fitness center, kitchen area, meeting space, and several common areas. At least one tenant in each unit must be at least 55 years in age, with income restrictions based upon family size.

Local support for the development is an important criteria in gaining approval of the application by the Commission. Resolution 21-38 indicates City Council support for the application.

RESOLUTION 21-38

"A RESOLUTION IN SUPPORT OF THE APPLICATION TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION FOR FINANCING RIDGEVIEW ESTATES IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, MACO Development Company, LLC has indicated an intent to pursue financing from the Missouri Housing Development Commission for the Ridgeview Estates development proposed west of Dean Avenue and south of Lucy Webb Road; and

WHEREAS, MACO Development Company, LLC has indicated its intent to construct a 60-unit affordable senior housing rental development that will serve residents 55 and older who are able to live in an independent environment and who, by the Department of Housing and Urban Development criteria, are considered low- or very low-income households; and

WHEREAS, MACO Development Company, LLC has requested the City of Raymore's support of this application for tax credits and for the project.

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

Section 1. The City Council, by the adoption of this Resolution, indicates its support for the Ridgeview Estates development in Raymore and supports the application to the Missouri Housing Development Commission.

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 11TH DAY OF OCTOBER, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

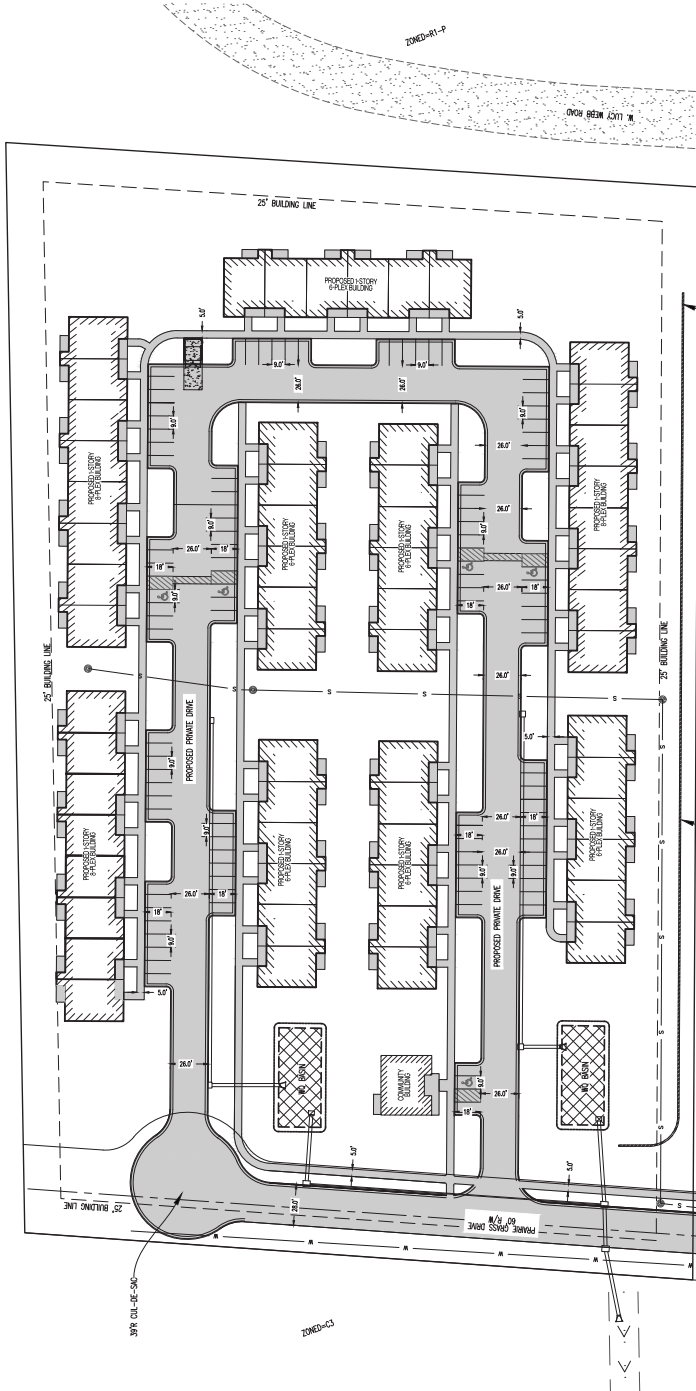
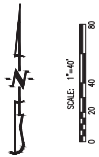
APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

PRELIMINARY DEVELOPMENT PLAN RIDGEVIEW ESTATES



NOTES:

1. THIS TRACT IS LOCATED IN ZONE X - AREAS DETERMINED TO BE OUTSIDE THE ANNUAL FLOOD CHANCE FOR THE CITY OF RAYMORE FROM FIRM PANEL FLOODING, DATED 07/22/2013.
2. BUILDING COVERAGE SHALL NOT EXCEED 40% OF THE NET AREA OF THE PLANNED UNIT DEVELOPMENT BY INDIVIDUAL PARCELS OF TOTAL DEVELOPMENT.
3. A MINIMUM OF 15 PERCENT OF THE DEVELOPMENT PLAN SHALL BE PROVIDED FOR OPEN SPACE.
4. TOTAL COMMON OPEN SPACE PROVIDED: 238' OF TOTAL SITE.
5. MATERIAL AND CONSTRUCTION METHODS SHALL CONFORM TO CITY OF RAYMORE'S CODES AND ORDINANCES.
6. A PROJECT SPECIFIC SWPPP WILL BE PREPARED AND A STATE CAR PERMIT WILL BE REQUIRED PRIOR TO LAND DISTURBANCE.
7. WATER QUALITY IS REQUIRED FOR THIS DEVELOPMENT AND SHALL MEET CITY OF RAYMORE'S CODES AND ORDINANCES.
8. A PROJECT SPECIFIC SWPPP WILL BE PREPARED AND A STATE CAR PERMIT WILL BE REQUIRED PRIOR TO LAND DISTURBANCE.
9. A PROJECT SPECIFIC SWPPP WILL BE PREPARED AND A STATE CAR PERMIT WILL BE REQUIRED PRIOR TO LAND DISTURBANCE.
10. A 6.0' WIDE RIGHT OF WAY WILL EXTEND FROM DEAN AVENUE FOR A PUBLIC STANDARD STREET MEETING IC STANDARDS.
11. SANITARY SEWER AND WATER LINES WILL BE EXTENDED TO THIS SITE FOR THE DEVELOPMENT, BOTH SERVICES PROVIDED BY THE CITY OF RAYMORE.

DEVELOPER INFORMATION

MAD DEVELOPMENT COMPANY LLC
11 N MAIN ST, P.O. BOX 68
CLAYTON, MO 63827
573-448-5300

SITE OWNER

0000-076 JAMES OTIS JR.
1001 W. WASHINGTON AVE.
NORTHBROOK, IL 60062

REVISIONS:

NO.	DATE	DESCRIPTION
	07/27/2021	

NO FIELD REVISIONS NOTED

PRELIMINARY (NOT FOR CONSTRUCTION)

PROJECT NO.: 2021-010

DATE: 07/27/2021

SCALE: 1"=40'

PROJECT: RIDGEVIEW ESTATES

OWNER: MAD DEVELOPMENT COMPANY LLC

11 N MAIN ST, P.O. BOX 68
CLAYTON, MO 63827

PREPARED BY: ENGINEERS CONSULTANTS
3000 N. HIGHWAY 100, SUITE 100
CLAYTON, MO 63827
TEL: 573-448-5300
WWW.ENRCONSULTANTS.COM

CHECKED BY: SUEVA B. BROWN, P.E.
DATE: 08/10/2021

PROJECT NO.: 2021-010

DATE: 07/27/2021

SCALE: 1"=40'

PROJECT: RIDGEVIEW ESTATES

OWNER: MAD DEVELOPMENT COMPANY LLC

11 N MAIN ST, P.O. BOX 68
CLAYTON, MO 63827

SITE INFORMATION

SITE ADDRESS	0.0 AC.
CURRENT OWNER	GOOD-OTS
PROPOSED ZONING	RFD
ADJACENT ZONING	R1-P, C-3
FIRE DISTRICT	SOUTH METRO
SCHOOL DISTRICT	R-2 - WAINWRIGHT/JERALD
PANEL INFORMATION	04-14-01-000-001-000

CALCULATIONS

TOTAL LAND AREA	346,480 SQ. FT. OR 8.0 AC.
TOTAL SITE AREA	84 ACRES
TOTAL IMPAVED AREA	133 ACRES
TOTAL PAVED AREA	4.67 ACRES
PERCENT OPEN SPACE	61%
TOTAL TRUCKING UNITS	106 UNITS
TOTAL TRUCKING UNITS	106 UNITS
TOTAL COMMON SPACE	238

PARKING SUMMARY:

SPACES REQUIRED: 90 SPACES

SPACES PROVIDED: 106 SPACES

ADN ACCESSIBLE SPACES PROVIDED: 5 SPACES

LEGEND OF SYMBOLS:

EXISTING CURB	PROPOSED TOP OF CURB ELEVATION
PROPOSED CURB	PROPOSED TOP OF PARAPET ELEVATION
PROPOSED FINISH GRADE ELEVATION	PROPOSED TOP OF WALL
PROPOSED LOT NUMBER	STORM SEWER STRUCTURE LABEL
SMALLER SEWER STRUCTURE LABEL	SMARTWAY SEWER STRUCTURE LABEL
HIGH POINT	LOW POINT
EXISTING SINKS	EXISTING POWER POLE
EXISTING GAS VALVE	EXISTING GAS VALVE
EXISTING WATER METER	EXISTING WATER METER
EXISTING GAS METER	EXISTING GAS METER
EXISTING FIRE HYDRANT	EXISTING FIRE HYDRANT
MANHOLE	EXISTING SANITARY SEWER LATERAL
EXISTING SANITARY SEWER LATERAL	PROPOSED SANITARY SEWER LATERAL
PROPOSED TRACER WIRE TEST STATION BOX	PROPOSED TRACER WIRE TEST STATION BOX
EXISTING AIR CONDITIONER	EXISTING AIR CONDITIONER
EXISTING TELEPHONE FIBER/STAIR	EXISTING TELEPHONE FIBER/STAIR
EXISTING LOT WIRE	EXISTING LOT WIRE

**SECTION 19, TOWNSHIP 46 NORTH, RANGE 32 WEST
RAYMORE, CASS COUNTY, MISSOURI**

RIDGEVIEW ESTATES

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Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON TUESDAY, OCTOBER 5, 2021, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, III, CIRCO, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. MACO Management Company - MHDC Request

Mr. Dan Sanders of MACO Management Company outlined his request for a letter of support from the City Council to apply for MHDC funding for an income restricted project south of Lucy Webb Road and west of Dean Avenue. He answered questions from Council.

B. Staff Recommended Amendments - City Code/Administrative Policy Manual

Staff presented recommended amendments to the Personnel section of the Administrative Policy Manual and to the City Code. Human Resources Manager Shawn Aulgur reviewed the amendment to the Administrative Policy Manual regarding the requirements of the Victim Economic Safety and Security Act. The City Code amendments include the following updates to the Animal Control sections: removing animal licensing fees, animal cruelty, impoundment, fencing, and animal tethering. Language was also updated regarding juvenile ages, clean up language, and possession of controlled substances. Staff answered questions from Council.

C. Show Me Courts

City Manager Jim Feuerborn outlined the requirements in the Municipal Court Division associated with the adoption of the new Missouri Show Me Courts legislation. City Attorney Jonathan Zerr provided a detailed review of the requirements of the new legislation. Staff answered questions from Council.

D. Proposed Fiscal Year 2022 Budget and Proposed 2022-2026 CIP

City Manager Jim Feuerborn opened discussion with the Council for the Proposed Fiscal Year 2022 Budget and Proposed 2022-2026 CIP. Staff answered questions from Council.

E. Other

MOTION: By Councilmember Townsend, second by Councilmember Barber to enter into executive session to discuss real estate acquisition matters as authorized by § 610.021 (2).

DISCUSSION: None

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

The work session of the Raymore City Council adjourned to Executive Session at 6:44 p.m.