

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, February 25, 2019

7:00 p.m.

**1. Call to Order.**

**2. Roll Call.**

**3. Pledge of Allegiance.**

**4. Presentations/Awards.**

**5. Personal Appearances.**

- Monique Lewis - Silver Haired Legislature Update and Aging Mastery Program

**6. Staff Reports.**

- A. Status of Capital Improvements (pg 9)
- B. Public Works (pg 15)
- C. Parks and Recreation (pg 17)
- D. Communications Report
- E. Monthly Financial Report (pg 21)

**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, he/she may so request.*

- A. City Council Minutes, February 11, 2019 (pg 31)

**9. Unfinished Business. Second Reading.**

- A. Sewer Camera Purchase Agreement

- Reference: - Agenda Item Information Sheet (pg 45)  
- Bill 3434 (pg 47)  
- Sewer Camera Pricing Worksheet with specifications (pg 49)  
- Cooperative Purchasing Agreement (pg )

Council is requested to approve the purchase of a sanitary sewer inspection camera, hardware and computer software from CUES, Inc.

- City Council, 02/11/19: Approved 7-0

**B. Cunningham at Creekmoor Third Final Plat**

- Reference: - Agenda Item Information Sheet (pg 57)  
- Bill 3435 (pg 59)  
- Staff Report (pg 61)  
- Development Agreement (pg 66)  
- Final Plat (pg 73)

Cooper Land Development Inc. is requesting approval of Cunningham at Creekmoor Third Final Plat, a 40-lot single family subdivision located west of North Madison Street, south of Turnberry Lane

- Planning and Zoning Commission, 02/05/19: Approved 8-0
- City Council, 02/11/19: Approved 7-0

**C. Third Amendment to the Kansas City, Missouri Water Services Agreement**

- Reference: - Agenda Item Information Sheet (pg 75)  
- Bill 3436 (pg 77)  
- Agreement (pg 79)

Authorizes the City to enter into a third amendment of the Water Service Agreement with Kansas City Water Services allowing the City to sell water to Public Water Supply District No. 10 of Cass County, Missouri, pursuant to the terms and provisions of the Settlement Agreement executed between the District, the City and Good Otis, LLC.

- City Council, 02/11/19: Approved 7-0

**10. New Business. First Reading.**

**A. Approval of an additional liquor license classification-Sunday sales-Boulevard Bar & Grill (public hearing)**

- Reference: - Agenda Item Information Sheet (pg 83)  
- City Code Section 600.020 (pg 85)

Onie Chambers, owner of Boulevard Bar & BBQ, submitted an application to add a Sunday sales license classification to his existing general liquor license. The applicant submitted the necessary application and supporting documents as outlined by City Code.

B. Delinquent Occupational Licenses (hearing)

Reference: - Agenda Item Information Sheet (pg 87)  
- City Code Section 605.040 (pg 91)  
- Resolution 00-28 (pg 93)

The City Council will be presented with businesses that are delinquent for their 2019 Occupational License renewal and staff recommendation to proceed with initiating the revocation process. There will be a hearing to allow businesses to request an extension from the Council.

C. Reclassification of Zoning - Raymore Industrial Development (public hearing)

Reference: - Agenda Item Information Sheet (pg 95)  
- Bill 3400 (pg 97)  
- Staff Report (pg 99)  
- Memorandum of Understanding (pg 112)  
- 10/16/18 Planning Commission Minutes (pg 128)

Grant Harrison, representing VanTrust Real Estate, LLC, on behalf of property owner Good-Otis LLC, is requesting to reclassify the zoning of 136.38 acres of land located south of North Cass Parkway and east of Interstate 49 from "BP" Business Park District to "PUD" Planned Unit Development. The public hearing was continued from the December 10, 2018 meeting. Staff had requested the public hearing and application be continued to this February 25, 2019, meeting. Staff now requests that the item be tabled indefinitely.

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| <ul style="list-style-type: none"><li>• Planning and Zoning Commission, 10/16/18: Approved 7-0</li><li>• City Council, 12/10/18: Continued public hearing and consideration to 1/14/19 and 2/25/19</li></ul> |
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D. Raymore Industrial Development Preliminary Plan (public hearing)

Reference: - Agenda Item Information Sheet (pg 131)  
- Resolution 18-66 (pg 133)  
- Staff Report (pg 134)  
- Memorandum of Understanding (pg 147)  
- Preliminary Plan (pg 163)

Grant Harrison, representing VanTrust Real Estate, LLC, on behalf of property owner Good-Otis LLC, is requesting preliminary plan approval of the Raymore Industrial Development, a three-lot subdivision located south of North Cass Parkway and east of Interstate 49 from "BP" Business Park

District to "PUD" Planned Unit Development. The public hearing was continued from the December 10, 2018 meeting. Staff had requested the public hearing and application be continued to this February 25, 2019, meeting. Staff now requests that the item be tabled indefinitely.

- Planning and Zoning Commission, 10/16/18: Approved 7-0
- City Council, 12/10/18: Continued public hearing and consideration to 1/14/19 and 2/25/19

E. Award of Contract - RAC Projector/Screen

Reference: - Agenda Item Information Sheet (pg 165)  
- Bill 3438 (pg 167)  
- Contract (pg 169)

Staff is requesting award of contract to Kansas City Audio Visual for the purchase and installation of a projector and screen for the Raymore Activity Center.

F. Extension of Expiration Date of Alexander Creek Preliminary Plat

Reference: - Agenda Item Information Sheet (pg 177)  
- Resolution 19-13 (pg 179)  
- Request Letter (pg 181)  
- Approved Preliminary Plat (pg 182)

Tyler Sallee, representing Sallee Development, is requesting a one-year extension to the expiration date of the preliminary plat for Alexander Creek.

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

**12. Mayor/Council Communication.**

**13. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 02/04/19 (pg 185)
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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





### Status of Capital Improvements - Projects not yet started

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Parks & Recreation	Trail Lighting	2017	\$100,000	
Stormwater	Cul-de-sac Program	2017	\$100,000	
Buildings & Grounds	City Hall Exterior Painting	2019	\$47,000	
Parks & Recreation	T.B. Hanna Park Security Camera	2019	\$15,525	
Parks & Recreation	Memorial Park Playground Improver	2019	\$48,000	
Parks & Recreation	Memorial Park Arboretum Light Rep	2019	\$26,000	
Sanitary	Harold Estates Sanitary Sewer Exte	2019	\$500,000	
Sanitary	Evan Brook Sewer Repair	2019	\$18,000	
Transportation	Right of Way Infrastructure Repairs	2019	\$150,000	
Transportation	Shadowood Settlement Investigatio	2019	\$30,000	

### Status of Capital Improvements - Projects in planning/bid stage

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Buildings & Grounds	City Hall Lower Level Fire Suppressi	2016	\$45,000	
Stormwater	Detention Pond Rehab/Beautificatio	2017	\$50,000	
Stormwater	City Hall Detention Pond	2017	\$80,000	
Stormwater	Municipal Center BMP's	2017	\$80,000	
Community Developm	GO Contingency/T.B. Hanna	2017	\$301,500	
Parks & Recreation	Recreation Park Picnic Pavilion	2018	\$210,000	
Transportation	Lucy Webb Roundabout Additional L	2018	\$12,000	
Sanitary	Lift Station Emergency Generators	2018	\$94,500	
Water	Sensus Meter Reading System	2018	\$150,000	
Community Developm	GO Project Support	2018	\$217,394	
Transportation	Street Light Installation	2018	\$15,000	
Sanitary	Sanitary Sewer Inflow and Infiltratic	2019	\$126,075	
Sanitary	Owen Good Force Main Repairs	2019	\$700,000	
Stormwater	Annual Curb Replacement Program	2019	\$200,000	
Transportation	Annual Curb Replacement Program	2019	\$400,000	
Transportation	Annual Street Preservation Program	2019	\$800,000	
Water	Hydrant Replacement	2019	\$112,000	
Stormwater	Culvert Replacement	2019	\$35,000	
Buildings & Grounds	Municipal Circle Light Replacement	2019	\$50,000	
Transportation	Maintenance of Thoroughfare Route	2019	\$200,000	
Buildings & Grounds	Parks Maintenance Facility Door Acc	2019	\$8,400	
Parks & Recreation	Recreation Park Ballfield Lights	2019	\$90,000	
Parks & Recreation	Recreation Park Pond	2019	\$150,000	
Stormwater	Storm/Sanitary Sewer Camera	2019	\$110,000	
Parks & Recreation	Projector and Screen Raymore Activ	2019	\$13,200	

### Status of Capital Improvements - Projects under construction

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Parks & Recreation	Hawk Ridge Park Walking Trail - Lal	2015	\$160,000	
Transportation	Construction of Sunset Lane Gap	2016	\$350,000	
Parks & Recreation	Hawk Ridge Park Phase (I-b) ADA C	2016	\$45,000	
Parks & Recreation	Hawk Ridge Park Phase (I-c) Restro	2016	\$90,000	
Buildings & Grounds	City Hall Front Entry Repair	2017	\$242,000	
Buildings & Grounds	Public Works Facility Roof Repair	2017	\$203,000	
Buildings & Grounds	Security Cameras at Parks & Public	2017	\$35,000	
Buildings & Grounds	Internet and Public Wifi in the Parks	2017	\$33,500	
Water	Sensus Meter Reading System	2017	\$150,000	
Buildings & Grounds	City Hall Lobby Modifications	2018	\$40,000	
Buildings & Grounds	City Hall LED Lighting Upgrades	2018	\$13,250	
Community Developm	GO Hawk Ridge Park Support	2018	\$382,606	
Transportation	Hubach Hill Road Street Light	2018	\$8,000	
Transportation	Johnston Drive Street Light	2018	\$8,000	
Parks & Recreation	Recreation Park Pedestrian Bridge R	2018	\$55,000	
Buildings & Grounds	Building Door Access System	2019	\$36,000	
Parks & Recreation	Hawk Ridge Park Security Cameras	2019	\$31,000	

**Status of Capital Improvements - Projects finished with major construction**

<b>Category</b>	<b>Project</b>	<b>Fiscal Year</b>	<b>Budget Amount</b>	<b>Milestone/Next Steps</b>
Sanitary	Sanitary Sewer Inflow and Infiltratic	2018	\$123,000	
Buildings & Grounds	Public Works LED Lighting Upgrades	2018	\$10,500	
Stormwater	Annual Curb Replacement Program	2018	\$100,000	
Stormwater	North Washington Street Culvert Re	2018	\$33,000	
Stormwater	Stormwater Culvert Replacement	2018	\$28,000	
Transportation	Annual Curb Replacement Program	2018	\$400,000	
Transportation	Annual Street Preservation Program	2018	\$800,000	
Transportation	Maintenance of Thoroughfare Route	2018	\$125,000	
Sanitary	Sanitary Sewer Inflow and Infiltratic	2018	\$123,000	
Stormwater	Permeable Pavers Crosswalks	2018	\$176,685	

**Status of Capital Improvements - Projects finalized out and accepted by City Council**

Category	Project	Fiscal Year	Budget Amount	Total Expenditure	Remaining Funds	Additional Notes
Buildings & Grounds	Police Firing Range	2016	\$46,842		N/A	N/A Jan. 28, 2019 Moved to the Restricted Revenue Fund for future lease expenses
Parks & Recreation	Ward Park Shelter Facility	2017	\$6,500	\$2,647	\$3,853	Completed in-house, final acceptance not required; proj 289
Parks & Recreation	Raymore Arboretum	2017	\$10,000	\$7,875	\$2,125	Completed in-house, final acceptance not required; proj 300
Buildings & Grounds	City Hall Phone System	2017	\$45,000	\$46,147	-\$1,147	Accepted Oct, 8, 2018
Stormwater	FY17 Stormwater Improvements	2017	\$74,000	\$77,691	-\$3,691	Resolution 18-32 June 11, 2018; proj 278
Sanitary	Silvertop Sewer Replacement	2017	\$69,247	\$60,062	\$9,185	Bill 3299 9/26/17 increased budget by \$9,247. Resolution 18-50 Sept 24, 2018; proj 274
Transportation	Annual Curb Replacement Program	2018	\$400,000	\$398,954	\$1,046	proj 294
Stormwater	Annual Curb Replacement Program	2018	\$100,000	\$100,000	\$0	proj 294
Parks & Recreation	Recreation Park Pedestrian Safety E	2018	\$100,000	\$100,412	-\$412	Resolution 18-65, Oct. 22, 2018; proj 291
Transportation	Annual Sidewalk Program	2018	\$117,000	\$92,786	\$24,214	Resolution 19-06, Jan. 28, 2019; proj 310
Sanitary	Owen Good Overflow Valve Replace	2018	\$30,000			Resolution 19-09 Feb 11, 2019; proj 312
Water	Star Drive Water Main	2019	\$53,000	\$28,909	\$24,091	Completed as an emergency repair, site resoration still to be completed. PO19-9643; proj 324

Status of Capital Improvements - Projects finalized out and accepted by City Council											
Category	Project	Fiscal Year	Bond Amount	GO Premium Applied	GO Interest Earnings	Capital Funds Applied	Total Funding Available	Total Expenditure	Remaining Funds	Additional Notes	
Parks GO Bond	Centerview	2017	\$1,500,000	\$200,000		\$1,815,250	\$3,515,250	\$3,611,409	-\$96,159	proj 227	
Parks GO Bond	Activity Center at Recreation Park	2017	\$2,843,000	\$109,573	\$115,118	\$278,758	<b>\$3,346,449</b>			proj 229	
Parks GO Bond	Hawk Ridge Park Additional Signage	2017	\$85,000	\$198,227			\$283,227			proj 253	
Parks GO Bond	Hawk Ridge Park Amphitheater	2017	\$675,100				\$675,100			proj 253	
Parks GO Bond	Hawk Ridge Park Parking Lot Expansion & ADA Playground	2017	\$700,000				\$700,000			proj 253	
Parks GO Bond	Recreation Park Trail Rehabilitation	2017	\$55,000				\$55,000	\$55,000	\$0	proj 237-205	
Parks GO Bond	T.B. Hanna Station Amenities	2017	\$600,000			\$301,500	<b>\$901,500</b>				
Transportation GO Bond	Foxridge Drive	2016	\$700,000				\$700,000	\$701,110	-\$1,110	proj 249	
Transportation GO Bond	Johnston Drive	2016	\$350,000	\$80,000		\$54,750	\$484,750	\$437,538	\$47,212	proj 243	
Transportation GO Bond	Kentucky Construction	2016	\$700,000	\$199,669	\$22,160		\$921,829	\$67,851	\$853,978	proj 242	
Transportation GO Bond	58 Highway Overlay	2016	\$1,400,000				\$1,400,000	\$1,335,604	\$64,396	proj 245	



## **PUBLIC WORKS MONTHLY REPORT**

February 2019

### **ENGINEERING DIVISION**

#### **Projects Under Construction**

- 155th Street - Phase III Overlay Madison to Kurzweil
- Hawkridge Park

#### **Projects Under Design**

- Kentucky Road
- FY 2019 Curb Replacement Program
- FY 2019 Street Preservation
- Owen Good Force Main Replacement

#### **Development Under Construction**

- Heritage Hills
- Edgewater
- Meadowood
- Westbrook at Creekmoor

#### **Developments Under Review**

- Prairie View of the Good Ranch

### **OPERATIONS & MAINTENANCE DIVISION**

- 11 Water Taps
- 12 Sewer Inspections
- 1 Partial Water Inspections
- 11 Water Inspections
- 326 Line Locates
- 120 City Hall Work Orders
- 9 Driveway Approach Inspections
- 2 Sidewalk Inspections
- 1 Final ROW Inspections
- 4 Meter Conversions
- 128 Potholes Patched
- 38 Service Requests Completed



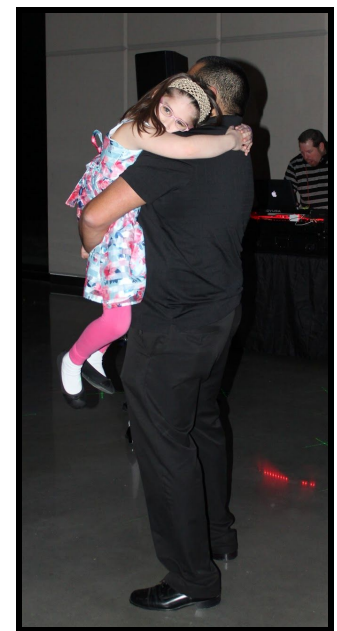


## MONTHLY REPORT

February 2019

### **HIGHLIGHTS**

- Centerview hosted a training event for Compass Health staff and associates. The four day event utilized the entire facility with over 200 in daily attendance.
- Recreation Coordinator Katie VanKeulen made final preparations for the Father-Daughter Valentine's Ball scheduled for Friday, Feb. 8 at Centerview.
- Karate for Kids and Tiny Tigers Taekwondo began in February. Both classes are held at the RAC.
- Park Maintenance staff assisted the Buildings and Grounds Department monitoring the limb debris drop-off sites at City Hall and Recreation Park. A free drop off was set up for residents after the snow/ice storms in late January and early February.
- Park Superintendent Steve Rulo gave the North Kansas City Parks and Recreation Department a tour of the Recreation Park Baseball/Softball Complex.
- Administrative Staff has met with CFS Engineers to finalize plans for the sprayground and playground at T.B. Hanna Station and prepare to bid for construction.
- The Father-Daughter Valentine Ball was held February 8th at Centerview. Over 100 attendees made up the Daddy/Daughter couples for the annual event.
- Park Maintenance Staff have been clearing roads, parking lots and sidewalks of public facilities as part of the inclement weather plan.
- The Fit Mom's program began at the RAC, this class is on Monday and Wednesdays in the morning.
- Raymore Parks & Recreation hosted a Missouri youth soccer coaching clinic on Feb. 11 at Centerview. The class focused on soccer coaches obtaining their coaching certification.
- The South Metro Sports Group met on Feb. 12. Topics of discussion included the current basketball season and preparing for the upcoming volleyball, baseball/softball and soccer leagues.



- Athletic Coordinator Todd Brennon attended the Kansas City Metro League bracketing meeting for Raymore United.
- The Parks and Recreation Board met in work session on Feb. 12. The focus of the meeting centered around a visioning session for the future of the department.
- The Hawks Nest Playground committee met on Feb. 14 discussing grants and future fundraising opportunities.
- Bid opening for the Parks and Public Works screen-printing contract was on Feb. 14. This contract supplies uniforms for the parks and public works maintenance crews and all athletic/sports uniforms.
- The Missouri Department of Conservation stocked 900 trout in Johnston Lake at Hawk Ridge Park.
- Staff met regarding the 2019 Farmer's Market.



## **PARKS & RECREATION BOARD**

February 12 - Parks and Recreation Board Visioning Session  
February 26 - Action Items scheduled: Screen Printing Contract and Pepsi Americas Contract Amendment.

## **CENTERVIEW**

- Retirement Party
- Edward Jones Seminar
- HOA Meetings
- Raymore Peculiar Public School Foundation Gala
- Tri-County Art Commission Open Studio
- Police Training
- MYSA (Missouri Youth Soccer Association) Coaching Certification Course
- South Metro Sports Group mid winter season meeting

## **RAC - Raymore Activity Center**

- Basketball Games
- Basketball Practices
- Futsal Open Play
- Ray-Pec Prowlers Practice
- Martial Arts Classes
- Yoga Classes
- Futsal Practice/Rental
- Tiny Basketball Classes
- Kindergarten Basketball Camp
- Fit Moms Class
- Epic Women Kickboxing Class



## **RECREATION PROGRAMS & SPECIAL EVENTS**



**SPRING  
CRAFT  
SHOW**

March 9, 10 a.m.-2 p.m.  
Raymore Activity Center  
1011 S. Madison St.

Come shop from a variety of different arts and crafts vendors.  
Interested in being a vendor?  
Please contact Katie Vankeulen at [kvankeulen@raymore.com](mailto:kvankeulen@raymore.com)



CITY OF RAYMORE'S  
**FRIDAY  
FOOD  
fest**

March  
**22nd**

**6 to  
8:30  
p.m.**

JOIN US AT  
**MEMORIAL  
PARK**

**FOOD  
TRUCKS**

**LIVE  
MUSIC  
6:30-8 P.M.**

**FAMILY  
FUN**



**SPRING BREAK DAY CAMP** - register your K-5th grade children for our Spring Break Day Camp at the Raymore Activity Center!

Fee is \$80 per child. Camp runs from 7 a.m. to 6 p.m. the week of March 18-22.

Register by March 8. Learn more and register online at [www.raymore.com/parks](http://www.raymore.com/parks)



  
**RAYMORE**  
parks & recreation

# SPRING VOLLEYBALL

## GIRLS, GRADES 3-8

Six games w/post-season single elimination tournament

Weekday evening practices

Shirts, volleyballs, nets and officials provided

Season // March-May  
Location // Raymore Activity Center

Fee // \$75  
Registration deadline // Feb. 22, 5 p.m.

**Bump. Set. Spike.**

Learn more at [www.raymore.com/parks](http://www.raymore.com/parks) or call 816-322-2791.



## FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period January 1, 2019 to January 31, 2019.

### January Financial Summary

Some notes regarding this month's summary operating report:

#### General Fund

##### Revenue:

Overall, at 25.00% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 38.30% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2019.
- Franchise Tax revenues as a whole are tracking below straight line. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 24.09%. City sales taxes are at 24.16% while state shared gasoline and vehicle taxes are at 23.22%.
- Fees and Permit revenues collected are tracking ahead of straight line budget at 49.04%. This is primarily due to Engineering Inspection Fees & Plan Review Fees for 2 new phases in the Creekmoor Subdivision.
- License revenues collected are tracking as expected at 60.96% of straight line budget. Occupational license revenues collected are tracking as expected. Nearly all of this revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are slightly above straight line budget at 27.66%. Staff will continue to monitor this revenue source closely throughout the year.

##### Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly higher due to the three pay-periods occurring this year in November.

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Emergency Management Department is currently at 28.46% of straight line budget primarily due to the payment of the siren maintenance contract.

## **Parks & Recreation Fund**

### **Revenue:**

Revenues are at 39.77% of budget 25.00% of the way through the year; normal for this time of the year. Recreation revenues are expected to increase in February with soccer registrations followed by baseball and softball registrations in March. Those revenues will be followed by revenues associated with summer youth camp registrations in April, camp fees throughout the summer and flag football and volleyball in the fall. Revenue associated with the facility rental of Centerview is above straight line budget at 29.94%. Staff will continue to monitor this revenue closely throughout the year.

### **Expenditures:**

Both the Parks and Recreation departments are showing the same operational expenditure pattern as in years past, and are tracking normally. Expenditures are expected to increase as the number of programs offered goes up.

## **Enterprise Fund**

### **Revenue:**

Utility revenues as a whole are tracking at 24.03% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

### **Expenditures:**

Enterprise Fund expenditures tracking below straight line budget but at expectations.

01 -GENERAL FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,500,359.00	181,305.14	1,405,560.96	0.00	94,798.04	93.68
FRANCHISE TAXES	0.00	0.00	0.00	2,245,694.00	211,572.45	521,142.01	0.00	1,724,551.99	23.21
SALES TAXES	0.00	0.00	0.00	3,543,609.00	298,984.76	853,648.38	0.00	2,689,960.62	24.09
FEES AND PERMITS	0.00	0.00	0.00	237,788.00	24,427.90	116,606.54	0.00	121,181.46	49.04
LICENSES	0.00	0.00	0.00	133,053.00	36,336.00	80,192.91	0.00	52,860.09	60.27
MUNICIPAL COURT	0.00	0.00	0.00	320,884.00	33,687.65	88,747.13	0.00	232,136.87	27.66
MISCELLANEOUS	( 8.08)	8.08	0.00	388,342.00	245,950.93	336,187.58	7.59	52,146.83	86.57
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,464,280.00	121,523.34	364,570.02	0.00	1,099,709.98	24.90
<b>TOTAL NON-DEPARTMENTAL</b>	<b>( 8.08)</b>	<b>8.08</b>	<b>0.00</b>	<b>9,834,009.00</b>	<b>1,153,788.17</b>	<b>3,766,655.53</b>	<b>7.59</b>	<b>6,067,345.88</b>	<b>38.30</b>
<b>TOTAL REVENUES</b>	<b>( 8.08)</b>	<b>8.08</b>	<b>0.00</b>	<b>9,834,009.00</b>	<b>1,153,788.17</b>	<b>3,766,655.53</b>	<b>7.59</b>	<b>6,067,345.88</b>	<b>38.30</b>
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	932,190.00	67,333.33	201,999.99	0.00	730,190.01	21.67
ADMINISTRATION	499.70	499.70	0.00	1,047,981.00	74,519.41	218,761.42	4,798.08	824,421.50	21.33
INFORMATION TECHNOLOGY	0.00	0.00	0.00	457,560.60	34,738.06	152,973.63	13,196.63	291,390.34	36.32
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	186,783.00	11,178.82	48,715.55	0.00	138,067.45	26.08
COMMUNITY DEVELOPMENT	22.28	22.28	0.00	674,032.00	51,102.51	173,084.62	153.07	500,794.31	25.70
ENGINEERING	121.34	121.34	0.00	420,592.00	33,695.37	110,579.00	1,640.67	308,372.33	26.68
STREETS	0.00	0.00	0.00	864,408.00	84,044.66	187,999.61	19,883.69	656,524.70	24.05
BUILDING & GROUNDS	5,832.79	5,832.79	0.00	374,280.20	27,885.56	89,622.37	1,883.00	282,774.83	24.45
STORMWATER	0.00	0.00	0.00	301,313.00	23,428.29	79,341.23	678.99	221,292.78	26.56
COURT	0.00	0.00	0.00	124,399.00	9,368.70	31,542.60	0.00	92,856.40	25.36
FINANCE	0.00	0.00	0.00	625,566.00	50,455.29	177,089.37	4,816.39	443,660.24	29.08
COMMUNICATIONS	0.00	0.00	0.00	302,946.00	13,852.23	58,063.65	8,933.81	235,948.54	22.12
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,940.00	2,000.00	4,000.00	2,000.00	18,940.00	24.06
POLICE	1,851.00	1,851.00	0.00	4,314,707.00	336,475.22	1,051,251.51	10,289.83	3,253,165.66	24.60
EMERGENCY MANAGEMENT	0.00	0.00	0.00	130,550.00	8,885.42	36,964.66	193.43	93,391.91	28.46
<b>TOTAL EXPENDITURES</b>	<b>8,327.11</b>	<b>8,327.11</b>	<b>0.00</b>	<b>10,782,247.80</b>	<b>828,962.87</b>	<b>2,621,989.21</b>	<b>68,467.59</b>	<b>8,091,791.00</b>	<b>24.95</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 8,335.19)</b>	<b>8,335.19</b>	<b>0.00</b>	<b>( 948,238.80)</b>	<b>324,825.30</b>	<b>1,144,666.32</b>	<b>( 68,460.00)</b>	<b>( 2,024,445.12)</b>	<b>113.50-</b>

25 -PARK FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	402,780.00	48,798.88	378,311.64	0.00	24,468.36	93.93
MISCELLANEOUS	0.00	0.00	0.00	7,967.00	1,578.65	8,822.07	0.00	( 855.07)	110.73
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,080.00	70.00	70.00	0.00	6,010.00	1.15
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	112,500.00	0.00	337,500.00	25.00
TOTAL PARKS DIVISION	0.00	0.00	0.00	866,827.00	87,947.53	499,703.71	0.00	367,123.29	57.65
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	20.00	426.00	0.00	61,574.00	0.69
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,200.00	600.00	2,328.75	0.00	19,871.25	10.49
PROGRAM REVENUE	0.00	0.00	0.00	227,520.00	13,255.00	24,092.25	0.00	203,427.75	10.59
TOTAL RECREATION DIVISION	0.00	0.00	0.00	311,720.00	13,875.00	26,847.00	0.00	284,873.00	8.61
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	50,205.00	8,791.25	15,032.49	0.00	35,172.51	29.94
PROGRAM REVENUE	0.00	0.00	0.00	2,600.00	520.00	1,635.00	0.00	965.00	62.88
TOTAL CENTERVIEW	0.00	0.00	0.00	52,805.00	9,311.25	16,667.49	0.00	36,137.51	31.56
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,340.00	0.00	0.00	0.00	2,340.00	0.00
CONCESSION REVENUE	0.00	0.00	0.00	7,650.00	135.00	135.00	0.00	7,515.00	1.76
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,050.00	625.00	937.50	0.00	12,112.50	7.18
PROGRAM REVENUE	0.00	0.00	0.00	146,800.00	4,220.00	12,925.00	0.00	133,875.00	8.80
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	169,840.00	4,980.00	13,997.50	0.00	155,842.50	8.24
TOTAL REVENUES	0.00	0.00	0.00	1,401,192.00	116,113.78	557,215.70	0.00	843,976.30	39.77
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	732,989.00	52,382.80	163,860.90	5,268.16	563,859.94	23.07
RECREATION DIVISION	0.00	0.00	0.00	537,076.00	32,268.53	111,567.73	2,341.65	423,166.62	21.21
CENTERVIEW	182.79	182.79	0.00	49,255.00	2,309.48	3,866.77	( 91.75)	45,479.98	7.66
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	81,172.00	6,022.10	9,041.71	1,472.58	70,657.71	12.95
TOTAL EXPENDITURES	182.79	182.79	0.00	1,400,492.00	92,982.91	288,337.11	8,990.64	1,103,164.25	21.23
REVENUES OVER/(UNDER) EXPENDITURES	( 182.79)	182.79	0.00	700.00	23,130.87	268,878.59	( 8,990.64)	( 259,187.95)	7,126.85



50 -ENTERPRISE FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	40,107.00	5,568.18	27,085.10	0.00	13,021.90	67.53
UTILITY REVENUE	0.00	0.00	0.00	7,973,028.00	644,549.22	1,898,330.05	0.00	6,074,697.95	23.81
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	8,013,135.00	650,117.40	1,925,415.15	0.00	6,087,719.85	24.03
<u>DEBT SERVICE</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	8,337.00	0.00	1,141.42	0.00	7,195.58	13.69
TRANSFERS - INTERFUND	0.00	0.00	0.00	145,000.00	12,083.33	36,249.99	0.00	108,750.01	25.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	153,337.00	12,083.33	37,391.41	0.00	115,945.59	24.39
TOTAL REVENUES	0.00	0.00	0.00	8,166,472.00	662,200.73	1,962,806.56	0.00	6,203,665.44	24.03
<u>EXPENDITURE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
WATER	5,622.50	5,032.50	590.00	3,166,261.00	222,154.65	553,405.83	3,167.69	2,609,687.48	17.58
SEWER	35,034.20	10,989.20	24,045.00	3,135,624.00	147,401.95	647,767.64	17,774.92	2,470,081.44	21.23
SOLID WASTE	0.00	0.00	0.00	1,164,598.00	91,883.64	180,617.28	0.00	983,980.72	15.51
SRF SEWER BONDS	0.00	0.00	0.00	153,337.50	22.66	22.66	0.00	153,314.84	0.01
TOTAL EXPENDITURES	40,656.70	16,021.70	24,635.00	8,219,820.50	511,462.90	1,531,813.41	20,942.61	6,667,064.48	18.89
REVENUES OVER/(UNDER) EXPENDITURES	( 40,656.70)	16,021.70	( 24,635.00)	( 53,348.50)	150,737.83	430,993.15	( 20,942.61)	( 463,399.04)	768.63-

# Investment Monthly Report

Investments Held at 01/31/19

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
06/27/18	802849	CBR	CD		06/29/19	673,823.35	673,823.35	1.7500	673,823.35
08/24/18	108041765	Commerce	CD		08/26/19	2,000,000.00	2,000,000.00	2.3200	2,000,000.00
10/02/18	108041857	Commerce	US TREASURY		09/12/19	2,000,000.00	2,000,000.00	2.5500	2,000,000.00
11/21/18	900320	CBR	CD		11/21/19	2,000,000.00	2,000,000.00	2.7000	2,000,000.00
12/07/18		NASB	CD		12/09/19	2,500,000.00	2,500,000.00	2.8000	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,070,640.35	2,070,640.35	2.4100	2,070,640.35
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	991,526.39	991,526.39	2.4100	991,526.39
09/01/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,075,844.33	1,075,844.33	2.4100	1,075,844.33
05/03/18	108041463	Commerce	CD		05/03/19	1,000,000.00	1,000,000.00	2.0000	1,000,000.00

**Investment Total**

**14,311,834.42 14,311,834.42**

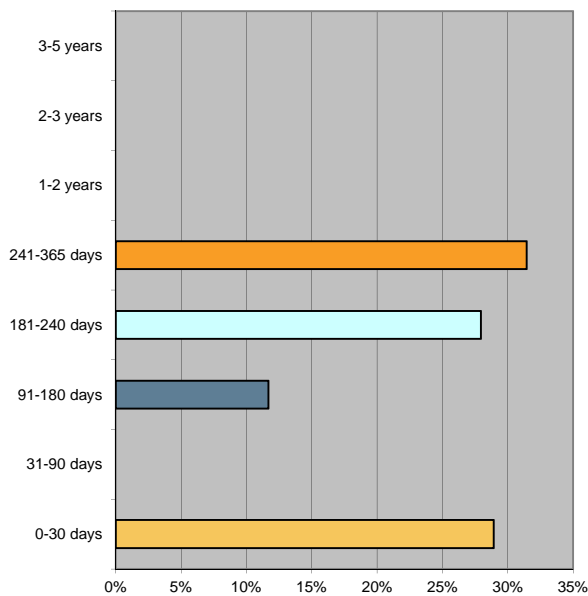
**14,311,834.42**

\*Market value listed above is the value of the investment at month end

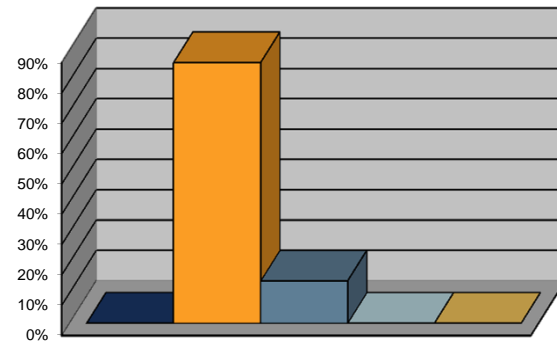
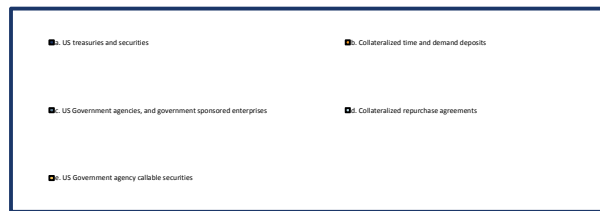
Average Annual Rate of Return: **2.4659**

\*\* Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration

**Investment by Maturity**



**Diversification by Type**



## Listing of Investments Matured During the Quarter

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
11/21/17	802735	CBR	CD		11/21/18	2,000,000.00	2,000,000.00	1.6200	365
12/08/17	108041076	Commerce	CD		12/08/18	2,500,000.00	2,500,000.00	1.5200	364

Average Rate of Return on Maturities: **1.56**

# January Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
<b>Police:</b>					
State & Community Hwy. Safety Grant - DWI (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$0.00	\$0.00	9/30/19
State & Community Hwy. Safety Grant - HMV (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$5,500.00 (no match)	\$797.42	\$797.42	9/30/19
<b>Parks:</b>					
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	\$0.00	\$0.00	As Project is Complete
<b>Emergency Management:</b>					
Emergency Mgmt. Performance Grant - 2018 (Jan. - Dec. 2018)	FEMA	\$52,878.80 (50% match)	\$50,972.15	\$37,262.94	12/31/18
<b>Community Development:</b>					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Bulletproof Vest Partnership program (2016) <sup>1</sup>	U.S. Dept. of Justice	\$5,005.00 (50% match)	\$4,804.55	\$4,804.55	8/31/18

<sup>1</sup> Bulletproof Vest reimbursements have a 2-yr drawdown period



# **Consent Agenda**



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, FEBRUARY 11, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER, CITY ATTORNEY JONATHAN ZERR AND CITY STAFF MEMBERS.**

- 1. Call To Order.** Mayor Turnbow called the regular meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business. Councilmember Kellogg was absent.

Mayor Turnbow requested a moment of silence for the passing of former Councilmember Charlene Hubach.

- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

City Clerk Jeanie Woerner stated each year the City of Raymore adopts an Ordinance establishing certain procedures to disclose potential conflicts of interest with the Missouri Ethics Commission (MEC). The Ordinance calls for Jim Feuerborn as the chief administrative officer and Kim Quade as the chief purchasing officer to file financial disclosure statements on an annual basis. This staff report verifies the proper reports have been filed with MEC by the May 1 deadline. All reports are on file and available for inspection in the office of the City Clerk.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet and highlighted agenda items for upcoming Planning and Zoning Commission meetings.

Captain Roger Mayberry provided statistics on Raymore Police Department's traffic enforcement as it pertains to the Traffic Safety Enforcement Program grants contained on the Consent Agenda. He answered general questions from Council.

City Manager Jim Feuerborn announced agenda items for the February 18 Council work session.

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

**A. City Council Minutes, January 28, 2019**

**B. Resolution 19-07, Approval of Safety Traffic Enforcement Program  
STEP-Hazardous Moving Violation Enforcement**

**Resolution 19-08, Approval of Safety Traffic Enforcement Program  
STEP-Overtime DWI Enforcement**

**C. Resolution 19-09, Owen Good Force Main Valve Replacement-Acceptance and  
Final Payment**

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

**DISCUSSION:** Abdelgawad stated she viewed the council meeting and will be voting.

**VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Absent
Councilmember Townsend	Aye

**9. Unfinished Business. Second Readings.**

**A. Communications Vehicle Contract**

**BILL 3425: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI  
ESTABLISHING AN AGREEMENT FOR THE PURCHASE OF A MOBILE  
COMMUNICATIONS/COMMAND POST VEHICLE."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3425 by title only.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3425 by title only.

**DISCUSSION:** None

**VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Absent
Councilmember Townsend	Aye



Mayor Turnbow announced the motion carried and declared Bill 3425 as **Raymore City Ordinance 2019-015.**

**B. Show Me Green Sales Tax Holiday**

**BILL 3427A: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI COMMITTING THE CITY OF RAYMORE TO PARTICIPATE IN THE SHOW ME GREEN SALES TAX HOLIDAY IN 2019 ONLY."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3427A by title only.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3427A by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3427A as **Raymore City Ordinance 2019-016.**

**C. Award of Contract - On-Call Materials Testing Services**

**BILL 3426: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GEOTECHNOLOGY, INC. TO PROVIDE ON-CALL MATERIALS TESTING SERVICES."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3426 by title only.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3426 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye

Councilmember Holman	Aye
Councilmember Kellogg	Absent
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3426 as **Raymore City Ordinance 2019-017.**

**D. Award of Contract - Park House Demolition at Recreation Park**

**BILL 3428: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TASCO, LLC. FOR THE PARK HOUSE DEMOLITION, CITY PROJECT NUMBER 19-318-201, IN THE AMOUNT OF \$18,800."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3428 by title only.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3428 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3428 as **Raymore City Ordinance 2019-018.**

**E. Award of Contract - Recreation Park Ballfield Lights**

**BILL 3429: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRANDY ELECTRIC, INC. FOR THE RECREATION PARK BALLFIELD LIGHTS, CITY PROJECT NUMBER 19-317-201, IN THE AMOUNT OF \$89,950."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3429 by title only.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3429 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3429 as **Raymore City Ordinance 2019-019**.

**F. Award of Contract - Recreation Park Pond Rehabilitation**

**BILL 3430: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ROCK'N EXCAVATING, LLC. FOR THE RECREATION PARK POND REHABILITATION, CITY PROJECT NUMBER 19-299-201, IN THE AMOUNT OF \$59,700."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3430 by title only.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3430 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3430 as **Raymore City Ordinance 2019-020**.

**G. Award of Contract - On-Call Electrical Services**

**BILL 3431: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRINTON ELECTRIC COMPANY FOR ON-CALL ELECTRICAL SERVICES."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3431 by title only.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3431 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3431 as **Raymore City Ordinance 2019-021.**

#### **H. Amending City Code for vendors at City-sponsored events**

**BILL 3433: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING SECTION 605.010 OF THE RAYMORE CITY CODE OF ORDINANCES TO EXEMPT VENDORS IN CITY SPONSORED EVENTS FROM THE REQUIREMENTS OF OBTAINING AN OCCUPATIONAL LICENSE."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3433 by title only.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3433 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3433 as **Raymore City Ordinance 2019-022.**

### **10. New Business. First Readings.**

#### **A. Sewer Camera Purchase Agreement**

**BILL 3434: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI ESTABLISHING AN AGREEMENT FOR THE PURCHASE OF A SEWER CAMERA."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3434 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. Staff is requesting approval of the purchase of a replacement sanitary sewer inspection camera, hardware and computer software from CUES, Inc. for inspections of the City's sanitary and storm sewer pipe system. He answered general questions from Council.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3434 by title only.

**DISCUSSION:** Councilmember Burke noted this overall purchase is at a cost savings of approximately \$27,000.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

**B. Cunningham at Creekmoor Third Final Plat**

**BILL 3435: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING THE CUNNINGHAM AT CREEKMOOR 3<sup>RD</sup> PLAT LOTS 47 THROUGH 86 AND TRACTS C, D, E, F, G AND H."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3435 by title only.

Director of Development Services Jim Cadoret provided a review of the staff report included in the Council packet. Cooper Land Development Inc. is requesting approval of Cunningham at Creekmoor Third Final Plat, a 40-lot single family subdivision located west of North Madison Street, south of Turnberry Lane. A second access drive on N. Madison will be added as a part of the final plat. The Planning and Zoning Commission vote 8-0 at their February 5, 2019 meeting to accept the staff proposed findings of fact and forward to the City Council with a recommendation of approval subject to two conditions; the applicant shall submit a revised plan and construction drawings with coordinating lot numbers and the final plat shall be corrected to identify those lots that will be served by the low pressure sewer system/grinder pump system. He answered general questions from Council.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3435 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

**C. Extension of Expiration Date of Raymore Galleria North Preliminary Plat**

**RESOLUTION 19-10: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE EXTENSION OF THE RAYMORE GALLERIA NORTH PRELIMINARY PLAT."**

City Clerk Jeanie Woerner conducted the reading of Resolution 19-10 by title only.

Director of Development Services Jim Cadoret provided a review of the staff report included in the Council packet. Steven Shaffer, representing North 58 Equity Partners, LLC is requesting a one-year extension to the expiration date of the preliminary plat for Raymore Galleria North, originally approved in 2010. The developer has made considerable improvements to the preliminary plat area.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the reading of Resolution 19-10 by title only.

**DISCUSSION:** Councilmember Holman stated his general support, however, he noted some stall in development in the last seven years.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

**D. Third Amendment to the Kansas City, Missouri Water Services Agreement**

**BILL 3436: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING THE THIRD AMENDMENT TO THE KANSAS CITY, MISSOURI WATER SERVICES AGREEMENT."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3436 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. This agreement authorizes the City to enter into a third amendment of the Water Service Agreement with Kansas City Water Services allowing the City to sell water to Public Water Supply District No. 10 of Cass County, Missouri, pursuant to the terms and provisions of the settlement agreement executed between the District, the City and Good Otis, LLC.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3436 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

**E. Establishing an Administrative Delay for Acceptance and Processing of Permits and Licenses Related To Medical Marijuana**

**RESOLUTION 19-11: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI DIRECTING STAFF TO SUSPEND AND DELAY THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS, APPLICATIONS FOR BUILDING PERMITS AND BUSINESS LICENSES OR ACTIVITIES RELATED TO MEDICAL MARIJUANA AS DESCRIBED IN ARTICLE XVI OF THE MISSOURI CONSTITUTION, AN AMENDMENT APPROVED BY THE VOTERS OF THE STATE OF MISSOURI ON NOVEMBER 6, 2018 AND EFFECTIVE DECEMBER 6, 2018."**

City Clerk Jeanie Woerner conducted the reading of Resolution 19-11 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. This Resolution establishes an administrative delay on the acceptance and processing of applications for permits and licenses related to the sale, cultivation, testing and distributing of medical marijuana until such time as the City enacts proper zoning,

building and business ordinances incorporating the rules and regulations promulgated by the Department of Health and Senior Services. He answered general questions from Council.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the reading of Resolution 19-11 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

#### **F. Amending the City Council Rules of Procedure**

**RESOLUTION 19-12: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI AMENDING THE COUNCIL RULES OF PROCEDURE TO ALLOW FOR PARTICIPATION VIA VIDEO, VOICE AND/OR OTHER TELEPHONIC MEANS AT CITY COUNCIL WORK SESSIONS."**

City Clerk Jeanie Woerner conducted the reading of Resolution 19-12 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. Based on Council discussion and subsequent direction at work session, staff is presenting an amendment to the City Council Rules of Procedure to allow a member or members of the Council and/or the Mayor to participate in Council work sessions when not physically present in person via video, voice and/or telephonic means. This is in compliance with the Missouri Sunshine Law.

Councilmember Abdelgawad asked who would be responsible if the technology was not supported when someone called in and if it would require additional personnel. She asked how the member participating via telephone would signal to speak. City Manager Jim Feuerborn stated no additional personnel would be necessary and we have conference call capability with updated technology. City Attorney Jonathan Zerr added that time outline in the Rules of Procedure allow for time to set up for a requested conference call into the work session.

Councilmember Townsend asked if video or conference calls would be recorded or be picked up on the recording. Mr. Feuerborn state it would be attached to a microphone.



**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the reading of Resolution 19-12 by title only.

**DISCUSSION:** Councilmember Townsend asked for clarification on absences. Mr. Zerr stated it would be an excused absence.

Councilmember Abdelgawad asked if the Mayor was absent would he chair the meeting via conference call and noted her hesitance with possible technology issues. Mr. Feuerborn stated the Mayor would not chair the meeting because he would be absent.

Discussion ensued. Mayor Turnbow noted Councilmember Kellogg is not in favor.

<b>VOTE:</b>	Councilmember Abdelgawad	Nay
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

### 11. Public Comments.

### 12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers extended condolences to the family of former Councilmember Hubach.

Councilmember Berendzen thanked the Parks Department staff for a successful Father/Daughter dance.

Councilmember Abdelgawad thanked the Council for excusing her absences at the 1/28 regular meeting and 2/4 work session during her vacation.

Councilmember Holman asked for an education overview on the medical marijuana issue.

### 13. Adjournment.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to adjourn.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye

Councilmember Kellogg	Absent
Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 8:06 p.m.

Respectfully submitted,

Jeanie Woerner  
City Clerk

# **Unfinished Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: February 11, 2019

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 3434 - Sewer Camera

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.3 Value and protect natural resources and green spaces.

**FINANCIAL IMPACT**

Award To:	CUES Inc.
Amount of Request/Contract:	\$108,830
Amount Budgeted:	\$110,000
Funding Source/Account#:	Stormwater(46) \$55,000 Enterprise Maint.(54) \$55,000

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
N/A	N/A

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Price quote and specifications

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The FY 2019 Capital Budget includes funding in the amount of \$110,000 for the replacement of the camera and other hardware that is used for televised inspection of the sanitary and storm sewer underground pipe network.

Staff is recommending the purchase of this equipment from CUES, Inc. through the Houston-Galveston Area Council (H-GAC) cooperative purchasing contract in the amount of \$108,830. The City has previously used this cooperative for the purchase of the VacCon sewer jetter and the paint striper utilized by Public Works Operations and Maintenance.

The City's purchasing policy allows for direct purchase of goods and services through cooperative purchasing contracts.

**BILL 3434**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN AGREEMENT FOR THE PURCHASE OF A SEWER CAMERA."**

**WHEREAS**, the Raymore City Council appropriated funding in the FY 2019 budget for the purpose of purchasing a sewer camera; and

**WHEREAS**, after extensive research, CUES, Inc. was selected as the lowest and best vendor able to meet Raymore's specifications through a cooperative purchasing contract; and

**WHEREAS**, City of Raymore Purchasing Policy allows for purchases from cooperative purchasing contracts without a formal bid process.

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

Section 1. The City Manager is authorized to enter into the agreement, attached as Exhibit A, with CUES, Inc. to purchase a sewer camera for the City of Raymore.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 11TH DAY OF FEBRUARY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

\_\_\_\_\_  
Jean Woerner, City Clerk

APPROVE:

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature







**INTERSTATE  
INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC No.: **04-1443**  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and the Mid-America Regional Council, hereinafter referred to as "MARC," having its principal place of business at 600 Broadway, Suite 300, Kansas City, Missouri 64105.

**WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, MARC has represented that it is an eligible entity under the Act, and desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and MARC do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

MARC represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and MARC agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided hereto, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall begin May 25, 2004, and shall continue in effect unless terminated pursuant to Article 10 by either party.

**ARTICLE 5: SCOPE OF SERVICES**

MARC appoints H-GAC its true and lawful purchasing agent for competitive bid/proposal processes and contracting authority relating to the purchase of certain products and services having contracts with the H-GAC Cooperative Purchasing Program. The scope of this contract shall be applicable only to those purchases made by MARC's participating members, and shall be limited to those products and services listed by attachment to this contract, which may be amended as agreed to by H-GAC and MARC. MARC's participants will access H-GAC contracts and pricing through MARC.

**ARTICLE 6: PAYMENTS TO H-GAC CONTRACTORS**

Upon delivery of goods or services purchased, and presentation of a properly documented invoice, MARC's participants will be required to pay the full amount of any invoice to an H-GAC contractor within thirty (30) days after having received a properly documented invoice including any applicable H-GAC and/or MARC administrative fee associated with the purchase. The H-GAC contractor shall then remit all administrative fees to MARC, in accordance with Article 8. Following receipt of all administrative fees, MARC will remit to H-GAC its assessed fee within 30 days, unless otherwise specified by mutual agreement of H-GAC and MARC. In no event shall H-GAC or MARC have any financial liability to any MARC participant for any goods or services procured from an H-GAC contractor.

**ARTICLE 7: MARKETING, REPRESENTATIONS AND SOLICITATIONS**

H-GAC agrees to provide MARC with data links and data downloads according to specific contract pricing stipulated in any attachment to this contract. MARC agrees to notify H-GAC, and receive H-GAC's approval, prior to any use of the H-GAC name, logo, or Program information in any printed literature or electronic media intended for external distribution.

**ARTICLE 8: AVAILABILITY OF H-GAC COOPERATIVE PURCHASING CONTRACTS**

Specified H-GAC contracts will be available to MARC participants through MARC. Each H-GAC vendor contract shall require a specific attachment to this contract. All details regarding structure, processing and reporting, administrative fee assessment and payment, and scope of representation, must first be agreed to by H-GAC, MARC, and the participating H-GAC Contractor, prior to availability of an H-GAC contract to MARC participants. These details shall be listed in a separate attachment to this Interlocal Contract.

**ARTICLE 9: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation. H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 10: TERMINATION PROCEDURES**

H-GAC or MARC may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of MARC, including obligations of MARC's participants to pay H-GAC's contractors for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by MARC and/or its End Users.

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

**ARTICLE 13: VENUE**

Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Contract between H-GAC and MARC shall lie exclusively in Harris County, Texas. Disputes between End User and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

***Mid-America Regional Council***


600 Broadway, Suite 300, Kansas City, MO 64105

By:   
Executive Director

David Warm, Exec Director      6/3/04  
Typed Name & Title of Signatory      Date

***Houston-Galveston Area Council***

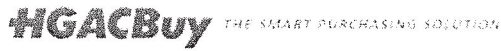
3555 Timmons Lane, Suite 120, Houston, TX 77027

By:   
Executive Director

Date: 6/10/04

Attest: 

Date:   
Manager



GENERAL PURPOSE  
& EMERGENCY  
VEHICLES

COMMUNICATIONS  
EQUIPMENT &  
SERVICES

GROUND  
FACILITY &  
PARKS EQUIPMENT

INDUSTRIAL  
WORKS  
EQUIPMENT

MAINTENANCE  
EQUIPMENT  
& SUPPLIES

OFFICE  
LEASING & STAFFING  
SERVICES

PLANNING  
& PREPARATION  
DISASTER RECOVERY

COOPERATIVE  
ENERGY  
& FLEET FUEL

You are here: [Home](#) > [Information About The Program](#) > [Using the Program](#)

## INFORMATION ABOUT THE PROGRAM

### USING THE PROGRAM

#### Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.  
(Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

#### The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

#### Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

#### Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Conducting research and surveys
- Developing specifications for each product/service
- Soliciting vendor participation
- Issuing specifications documents
- Conducting pre-bid/pre-proposal conferences
- Opening bid/proposal responses
- Evaluating responses
- Issuing Vendor Contracts awarded by the H-GAC Board of Directors
- Certifying contract validity
- Contracts Administration

### Interlocal Contract Renewals

Provisions of the Interlocal Cooperation Act provide for annual renewal of Interlocal Contracts. The contract document issued by HGACBuy contains a provision for automatic annual renewal. Unless an updated contract document is requested, or statutory change occurs, the initial enactment could remain in effect in perpetuity. A permanent identification number is assigned to each End User contract.

### Purchasing Statutes Applied to H-GAC Competitive Bid Process

Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of Governments shall specifically use "municipal bidding statutes". As administrator, H-GAC's rules of governance apply. In evaluating bid and proposal responses, HGACBuy takes into account any prospective contractor's ability to meet performance requirements. Factors considered include number and location of sales/service facilities, depth of staff, qualifications of technical support personnel, and business continuity. Contractors are expected to service all End Users participating in the Program wherever possible, practical, and not contrary to franchise or dealership agreements.

### H-GAC Board of Directors Awards All Contracts

The Board of Directors composed of 35 elected officials awards all H-GAC cooperative purchasing contracts. As a political subdivision of the State of Texas, Board agenda are publicly posted in advance of public meetings. Board meetings are customarily held on the third Tuesday of each month in H-GAC Conference Room A, Second floor, 3555 Timmons Lane, Houston. The Houston-Galveston Area Council is one of Texas' 24 regional councils of governments.

### Steps To Placing Purchase Orders Through HGACBuy

#### *Step 1: (first time only)*

Execute the "Interlocal Contract" (ILC) found on the HGACBuy website under [Program Info](#), and return to H-GAC. H-GAC will sign two copies and return one to the End User for their records. The ILC may be faxed to 713-993-4548 for expedited processing.

#### *Step 2:*

Obtain specific [product details](#) from the HGACBuy website, [www.HGACBuy.org](http://www.HGACBuy.org). Then, contact the contractor's nearest representative for additional assistance and a definitive price quotation. Contractor information can be found at the bottom of each contract's web page under Products Available.

#### *Step 3:*

Prepare and submit your purchase order directly to the relevant HGACBuy contractor, after completing consultation with the contractor's representative. A copy of the order along with a copy of the contractor's written quotation shall be faxed or mailed to HGACBuy at FAX: 713-993-4548. Orders should include specific details regarding the purchase (i.e., name of the End User's contact person, shipping/delivery instructions, and installation details, if any). HGACBuy contractors will then invoice End User for all purchases, and End User will pay the contractor directly following delivery and acceptance.

### NOTE: Performance Bond

HGACBuy's contractual requirements no longer include a Performance Bond, and bid pricing should reflect this cost saving. However, Contractor must be prepared to offer a Performance Bond to cover any specific order, if so requested by End User. Contractor shall quote a price to End User for provision of any requested Performance Bond. If Performance Bond is requested by End User for a particular order, Contractor agrees to furnish the Performance Bond within ten (10) days of receipt of End User's purchase order.

### HGACBuy Order Confirmation

On most contracts, when a copy of a purchase order is received (see Step 3 above), HGACBuy staff prepares an Order Confirmation which is then sent to the Member and the Contractor - authorizing the Contractor to proceed with the order. This Order Confirmation indicates that the Contractor does have a valid contract with HGACBuy for the products contained on the order. Actual pricing is not verified on the Order Confirmation. For pricing verification prior to issuing the purchase order, contact HGACBuy staff.

### Remitting End User Payments For Products and Services Rendered

The prompt payment requirements for products and services rendered through cooperative purchasing states that "...upon delivery of the goods and services purchased, and presentation by HGACBuy contractor of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay the HGACBuy contractor the full amount of the invoice.

All contracts between HGACBuy and its contractors require prompt payment upon delivery of products/services to an End User.

#### **Ownership Passes Directly From Contractors to End Users**

HGACBuy does not at any time take title to any product. Contractors assign ownership directly to End Users.

#### **Reimbursement of HGACBuy's Operational Costs**

The HGACBuy program is solely funded through the assessment of an administrative fee paid by the contractor on each order.

#### **End Users Invited to Attend Pre-Bid Conferences**

HGACBuy schedules publicly announced pre-bid/pre-proposal specification conferences with manufacturers, distributors, representatives, and dealers for the various product categories offered. These conferences, held throughout each year, are widely attended by the various industry groups represented in the Program. End Users are invited to attend these conferences also. See a listing of scheduled pre-bid conferences on the HGACBuy website under Bid Notices.

#### **3-Way Partnership At Work**

The three-way partnership between HGACBuy, Program End Users, and Contractors is a very important relationship that provides vital links to ensure effective cooperative results. Clear, concise communication is essential to making the partnership effective and successful. The contact path includes all three parties: HGACBuy, End User, and Contractor.

**H-GAC's Role:** HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the H-GAC Board, HGACBuy certifies contract validity, and administers contracts.

**The End User's Role:** End Users are expected to consult with Contractors' representatives for the purpose of determining the exact requirements needed to serve constituents. End Users work with Contractor's representatives to detail and complete all documentation required when submitting purchase orders.

**The Contractor's Role:** HGACBuy relies upon its Contractors to quickly respond to End User inquiries that provide detailed product information and pricing, including priced options for specific products. Contractors' representatives work closely with each End User to meet specific constituent needs.

#### **H-GAC's Bid Notices**

The Program's Coordinator for Specifications & Bids directs the bid/proposal cycle for products and services that HGACBuy desires to place under contract on behalf of Members. The near term schedule of procurements is posted on the HGACBuy website under Bid Notices.

#### **Distribution of H-GAC Product Specifications**

Product/service specifications and Invitations To Submit Competitive Bids/Proposals are distributed by email to all prospective responders that HGACBuy is aware of. The documents are also posted on the HGACBuy website, and the legally required notices are posted in newspapers, including minority-emphasis publications.

#### **End User Benefits**

HGACBuy offers significant benefits to participating End Users whether large, medium, or small size

- Expedited procurement
- Volume purchasing discounts
- On-duty professional staff assistance
- Research and development of technical specifications
- Contract administration

#### **H-GAC Web Site**

Information on products under contract through HGACBuy can be accessed through the web site. The web site contains the following:

- Product categories with base bid prices
- Contractors' representatives with telephone numbers
- H-GAC staff telephone numbers and e-mail addresses
- Listing of Specifications Conferences
- Listing of Bid opening dates for each product category

**Contacting HGACBuy**

3555 Timmons Ln, Suite 120  
Houston, TX 77027

Phone: 800-926-0234  
Fax: 713-993-4548  
Web: [www.HGACBuy.org](http://www.HGACBuy.org)

Individual staff phone numbers and emails may be found on the HGACBuy web-site under Program Staff.

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**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Feb. 11, 2019

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 3435: Cunningham at Creekmoor 3rd Final Plat

**STRATEGIC PLAN GOAL/STRATEGY**

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

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
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**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning and Zoning Commission  
Date: February 5, 2019  
Action/Vote: Approval, 8-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report  
Development Agreement  
Final Plat Drawing

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Cooper Land Development Inc. filed a request for final plat approval for Cunningham at Creekmoor 3rd Final Plat, a 40-lot single-family development proposed west of North Madison Street and south of Turnberry Lane. The development agreement outlines the requirements of the developer in completion of this phase of the subdivision.

**BILL 3435**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE CUNNINGHAM AT CREEKMOOR 3<sup>RD</sup> PLAT LOTS 47 THROUGH 86 AND TRACTS C, D, E, F, G AND H."**

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

**WHEREAS**, the City Council, 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.

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

Section 1. The City Council hereby 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 Cunningham at Creekmoor 3<sup>RD</sup> Plat Lots 47 through 86 and Tracts C, D, E, F, G AND H is approved for the tract of land described below:

ALL THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST

QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE PLAT OF CUNNINGHAM AT CREEKMOOR – SECOND PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; SAID POINT BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 2°29'41" WEST, ALONG SAID EAST LINE, A DISTANCE OF 580.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 2°29'43" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 8.61 FEET TO THE NORTHEAST CORNER OF THE PLAT OF MAINTENANCE FACILITY AT CREEKMOOR LOT 1, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 87°30'18" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 407.91 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 19°03'33" WEST, A DISTANCE OF 808.42 FEET; THENCE NORTH 22°09'41" WEST, A DISTANCE OF 432.58 FEET; THENCE NORTH 49°38'41" WEST, A DISTANCE OF 322.15 FEET; THENCE NORTH 46°52'36" EAST, A DISTANCE OF 179.27 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 33°04'38" WEST, A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 9°40'46", FOR AN ARC LENGTH OF 88.70 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 88°32'53", FOR AN ARC LENGTH OF 23.18 FEET; THENCE NORTH 21°56'44" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 68°03'16" EAST, A DISTANCE OF 208.40 FEET TO A POINT ON THE WESTERLY LINE OF SAID PLAT OF CUNNINGHAM AT CREEKMOOR – SECOND PLAT; THENCE SOUTH 21°56'44" EAST, THIS AND SUBSEQUENT COURSES FOLLOWING SAID WESTERLY PLAT LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTH 40°16'08" EAST, A DISTANCE OF 179.30 FEET; THENCE SOUTH 36°45'39" EAST, A DISTANCE OF 92.92 FEET; THENCE SOUTH 31°43'29" EAST, A DISTANCE OF 321.16 FEET; THENCE SOUTH 46°16'06" EAST, A DISTANCE OF 123.27 FEET; THENCE SOUTH 89°05'34" EAST, A DISTANCE OF 180.13 FEET; THENCE SOUTH 2°29'41" WEST, A DISTANCE OF 265.66 FEET; THENCE NORTH 87°30'19" WEST, A DISTANCE OF 150.89 FEET; THENCE SOUTH 7°27'40" EAST, A DISTANCE OF 169.72 FEET; THENCE SOUTH 2°35'25" WEST, A DISTANCE OF 72.70 FEET TO THE SOUTH LINE OF LAST SAID PLAT; THENCE SOUTH 87°30'19" EAST, ALONG SAID SOUTH PLAT LINE, A DISTANCE OF 377.32 FEET TO THE POINT OF BEGINNING CONTAINING 726,242 SQUARE FEET OR 16.672 ACRES, MORE OR LESS.

Section 3. The Development Agreement between the City of Raymore, Missouri and Cooper Land Development, Inc., is approved and the Mayor is authorized to execute the contract on behalf of the City.

Section 4. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- Portsmouth Lane and Bentwater Drive, at southeast corner
- Grandshire Drive and Portsmouth Lane, at northeast corner
- Portsmouth Lane and North Madison Street, at southwest corner

Section 5. 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 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 FEBRUARY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

\_\_\_\_\_  
Jean Woerner, City Clerk

APPROVE:

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

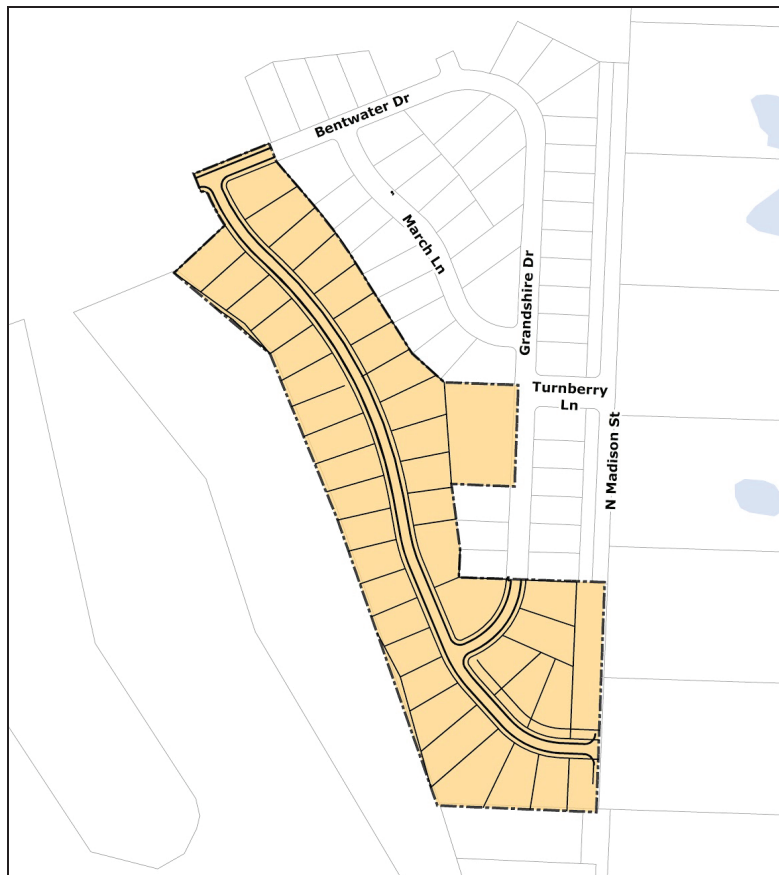


**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** February 11, 2019  
**Re:** Case #19001: Cunningham at Creekmoor 3rd Final Plat - Lots 47 thru 86 and Tracts C, D, E, F, G & H

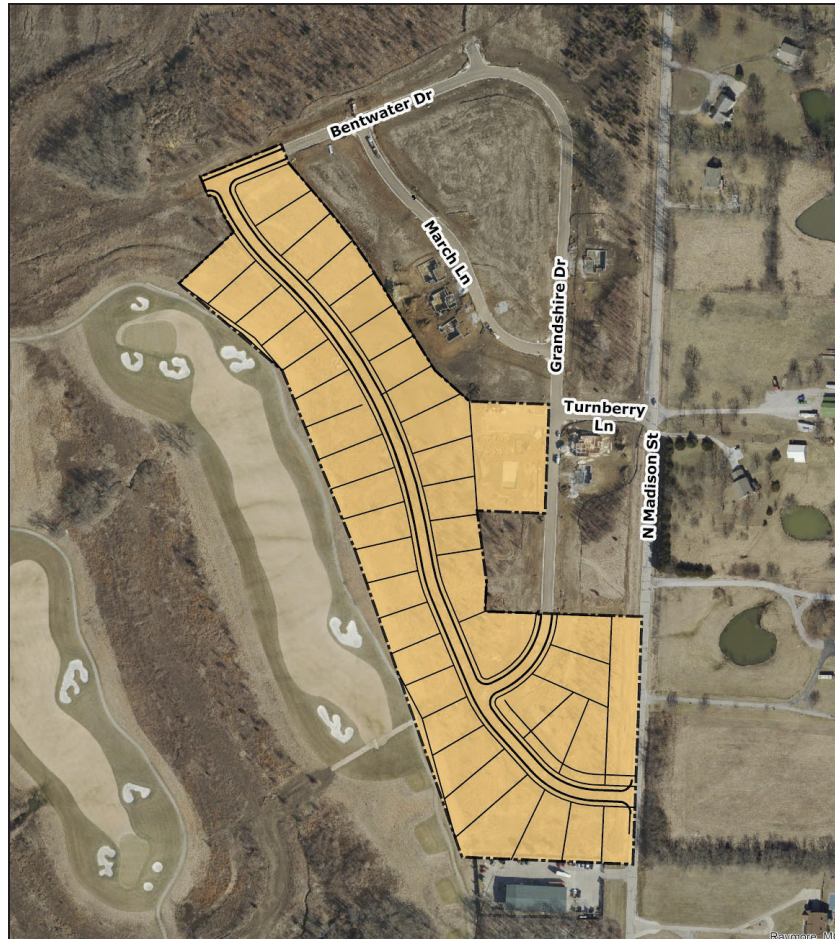
### GENERAL INFORMATION

**Applicant/  
Property Owner:** Cooper Land Development, Inc.  
903 N. 47<sup>th</sup> Street  
Rogers, AR 72756

**Property Location:** Creekmoor Drive and Hillswick Lane



**2016 Aerial Photograph:**



**Existing Zoning:** "PUD" Planned Unit Development

**Existing Surrounding Zoning:** **North:** "PUD" Planned Unit Development  
**South:** "PUD" Planned Unit Development  
**East:** "RE" Rural Estate  
**West:** "PUD" Planned Unit Development

**Existing Surrounding Uses:** **North:** Single Family Residential  
**South:** Golf Course maintenance facility  
**East:** Single Family Residential  
**West:** Golf Course

**Total Tract Size:** 16.67 acres

**Total Number of Lots:** 40 Lots; 6 Tracts

**Density – units per Acre:** 3.36

**Growth Management Plan:** The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for low-density residential development.

**Major Street Plan:** The Major Thoroughfare Plan Map classifies Bentwater Drive, Grandshire Drive, and Portsmouth Lane as local roads

**Advertisement:** City Ordinance does not require advertisement for Final Plats.

**Public Hearing:** City Ordinance does not require a public hearing for Final Plats

## **PROPOSAL**

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Cunningham at Creekmoor 3rd Final Plat - Lots 47 thru 86 and Tracts C, D, E, F, G & H*

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 Preliminary Plan and Memorandum of Understanding (MOU) for Creekmoor were approved by City Council on January 26, 2004.
2. The Cunningham at Creekmoor 2nd Plat, located to the north, was approved by the City Council on July 10, 2017.
3. The site plan for the community pool, located in Tract C, was approved by the Planning Commission on October 3, 2017

## **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 for the "PUD" Planned Unit Development Residential District zoning classification for the property is provided below:

Requirements	
<b>Minimum Lot Area</b>	
per lot	8,400 sq ft
per dwelling unit	8,400 sq ft
<b>Minimum Lot Width (ft.)</b>	70 feet; 30 cul-de-sac lot
<b>Minimum Lot Depth (ft.)</b>	100
<b>Yards, Minimum (ft.)</b>	
Front	25
rear	25
side; exterior	20
side; interior	7.5
<b>Maximum Building Height (feet)</b>	35
<b>Maximum Building Coverage (%)</b>	30

2. The site plan for the community pool, located in Tract C, was approved by the Planning Commission on October 3, 2017
3. A grading permit has been issued, allowing site work to commence on the subdivision phase. These permits can be issued prior to final plat approval if a valid preliminary plat exists and the Public Works Director has approved the plans.

## **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 proposed final plat, including street names and road alignments are substantially the same as the approved preliminary plat.

- 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> Review	<u>Planning Commission</u> February 5, 2019	<u>City Council 1<sup>st</sup></u> February 11, 2019	<u>City Council 2<sup>nd</sup></u> February 25, 2019
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## **STAFF RECOMMENDATION**

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #19001 Cunningham at Creekmoor 3rd Final Plat to the City Council with a recommendation of approval subject to the following conditions:

1. The applicant shall submit a revised plat and construction drawings with coordinating Lot numbers.
2. The final plat shall correctly identify which lots are to be served by the Low Pressure Sewer System/Grinder Pump.

## **PLANNING AND ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its February 5, 2019 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #19001 Cunningham at Creekmoor 3rd Final Plat to the City Council with a recommendation of approval subject to the following conditions:

1. The applicant shall submit a revised plat and construction drawings with coordinating Lot numbers.
2. The final plat shall correctly identify which lots are to be served by the Low Pressure Sewer System/Grinder Pump.



***Development Agreement***

***For***

***Cunningham at Creekmoor 3rd Plat  
Lots 47 Thru 86 and Tracts C, D, E, F, G & H***

Legal Description Contained on Page 2

**Between Cooper Land Development, Inc., Grantor  
and**

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

***February 25, 2019***

## DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 25th day of February 2019 by and between, **Cooper Land Development, Inc.** 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 **Cunningham at Creekmoor 3rd Plat Lots 47 Thru 86 and Tracts C, D, E, F, G & H**, 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: **Cunningham at Creekmoor 3rd Plat Lots 47 Thru 86 and Tracts C, D, E, F, G & H**

ALL THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST

QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE PLAT OF CUNNINGHAM AT CREEKMOOR – SECOND PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; SAID POINT BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 2°29'41" WEST, ALONG SAID EAST LINE, A DISTANCE OF 580.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 2°29'43" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 8.61 FEET TO THE NORTHEAST CORNER OF THE PLAT OF MAINTENANCE FACILITY AT CREEKMOOR LOT 1, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 87°30'18" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 407.91 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 19°03'33" WEST, A DISTANCE OF 808.42 FEET; THENCE NORTH 22°09'41" WEST, A DISTANCE OF 432.58 FEET; THENCE NORTH 49°38'41" WEST, A DISTANCE OF 322.15 FEET; THENCE NORTH 46°52'36" EAST, A DISTANCE OF 179.27 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 33°04'38" WEST, A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 9°40'46", FOR AN ARC LENGTH OF 88.70 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 88°32'53", FOR AN ARC LENGTH OF 23.18 FEET; THENCE NORTH 21°56'44" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 68°03'16" EAST, A DISTANCE OF 208.40 FEET TO A POINT ON THE WESTERLY LINE OF SAID PLAT OF CUNNINGHAM AT CREEKMOOR – SECOND PLAT; THENCE SOUTH 21°56'44" EAST, THIS AND SUBSEQUENT COURSES FOLLOWING SAID WESTERLY PLAT LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTH 40°16'08" EAST, A DISTANCE OF 179.30 FEET; THENCE SOUTH 36°45'39" EAST, A DISTANCE OF 92.92 FEET; THENCE SOUTH 31°43'29" EAST, A DISTANCE OF 321.16 FEET; THENCE SOUTH 46°16'06" EAST, A DISTANCE OF 123.27 FEET; THENCE SOUTH 89°05'34" EAST, A DISTANCE OF 180.13 FEET; THENCE SOUTH

*Development Agreement for Cuningham at Creekmoor Third Plat*

2°29'41" WEST, A DISTANCE OF 265.66 FEET; THENCE NORTH 87°30'19" WEST, A DISTANCE OF 150.89 FEET; THENCE SOUTH 7°27'40" EAST, A DISTANCE OF 169.72 FEET; THENCE SOUTH 2°35'25" WEST, A DISTANCE OF 72.70 FEET TO THE SOUTH LINE OF LAST SAID PLAT; THENCE SOUTH 87°30'19" EAST, ALONG SAID SOUTH PLAT LINE, A DISTANCE OF 377.32 FEET TO THE POINT OF BEGINNING CONTAINING 726,242 SQUARE FEET OR 16.672 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 May 2016.
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.

### **FEES, BONDS & INSURANCE**

1. 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.

## **SIDEWALKS**

1. Sidewalks five feet (5') in width are required upon Lots 47 thru 60, and Lots 63 thru 86 along Portsmouth Lane.
2. Sidewalk four feet (4') in width is required upon Lot 47 along Bentwater Drive.
3. Sidewalks four feet (4') in width are required upon Lots 60 thru 63 along Grandshire Drive.

## **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 operation of the Low Pressure Sewer System that serves lots within **Cunningham at Creekmoor 3rd Plat** shall be maintained in accordance with the applicable provisions of the Memorandum of Understanding.
3. The Sub-divider agrees to establish a homeowners association or other similar mechanism approved by the City to perpetually maintain all open space, storm water detention areas, and vacant tracts within **Cunningham at Creekmoor 3rd Plat Lots 47 Thru 86 and Tracts C, D, E, F, G & H**

## **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 insure 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 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 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 assign 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 and City acknowledge the Memorandum of Understanding for Creekmoor Subdivision, executed by both parties and approved by City Council on January 26, 2004, June 26, 2006, July 24, 2006, July 23, 2007, and July 27, 2015 remains in effect.

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:

If to the Sub-divider, at:

City Manager  
100 Municipal Circle  
Raymore, MO 64083

William H. Kennedy, III, Esq.  
903 North 47<sup>th</sup> Street.  
Rogers, AR 72756

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Cunningham at Creekmoor 3rd Plat Lots 47 Thru 86 and Tracts C, D, E, F, G & H**; 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 **Cunningham at Creekmoor 3rd Plat Lots 47 Thru 86 and Tracts C, D, E, F, G & H**

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

Attest:

\_\_\_\_\_  
Jean Woerner, 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: \_\_\_\_\_

## Attachment A

### FEE CALCULATION FOR CUNNINGHAM AT CREEKMOOR THIRD PLAT

Total Cost for 'New' Public Improvements:      \$687,664

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.

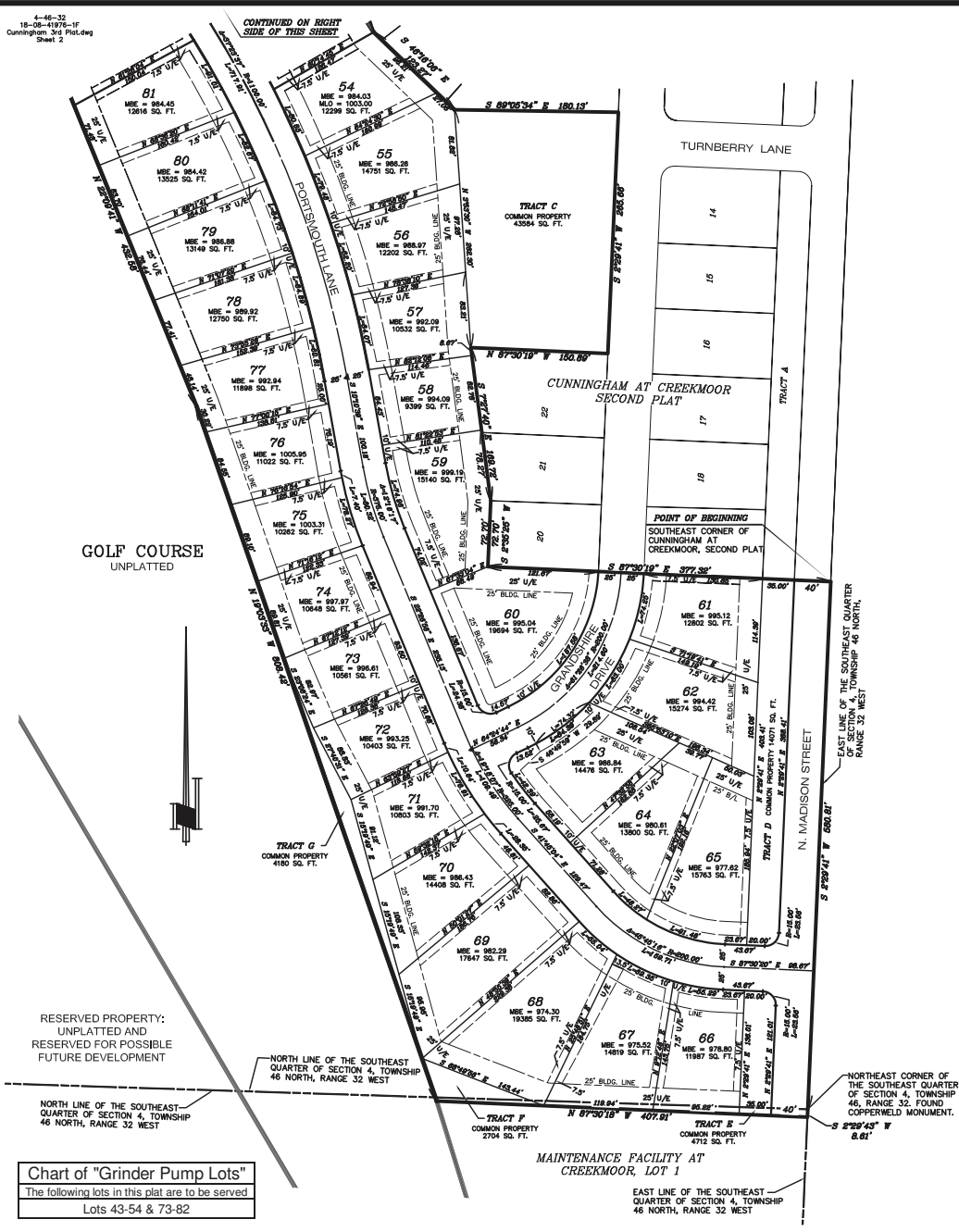
1	Land Disturbance Permit Fee. [455.010B] <b>01-00-4170-0000</b> <b>If fee paid prior to recording of plat, receipt # _____</b> <i>*must be paid prior to issuance of a land disturbance permit</i>	\$500.00
2	Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion 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] <b>60-00-2811-0000</b> <b>If deposit paid prior to recording of plat, receipt# _____</b> <i>*must be paid prior to issuance of a land disturbance permit</i>	\$5,000.00
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (14.4ac. total disturbed) <b>If deposit paid prior to recording of plat, receipt# _____</b>  <b>If letter of credit submitted:</b> <b>financial institution: _____</b> <b>renewal date of letter of credit: _____</b> <i>*must be paid prior to issuance of a land disturbance permit</i>	\$9,400.00
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] <b>01-00-4182-0000</b> <i>*must be paid prior to issuance of a construction permit</i>	\$6,876.64
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] <b>01-00-4165-0000</b> <i>*must be paid prior to issuance of a construction permit</i>	\$34,383.20
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre      ( 16.67 acres) [Schedule of Fees and Charges] <b>01-00-4185-0000</b>	\$150.03

**TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$150.03**  
**TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND**  
**DISTURBANCE PERMIT..... \$14,900.00**  
**TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A**  
**CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$41,259.84**





4-46-32  
 18-08-41978-1F  
 Cunningham 3rd Plat.dwg  
 Sheet 2



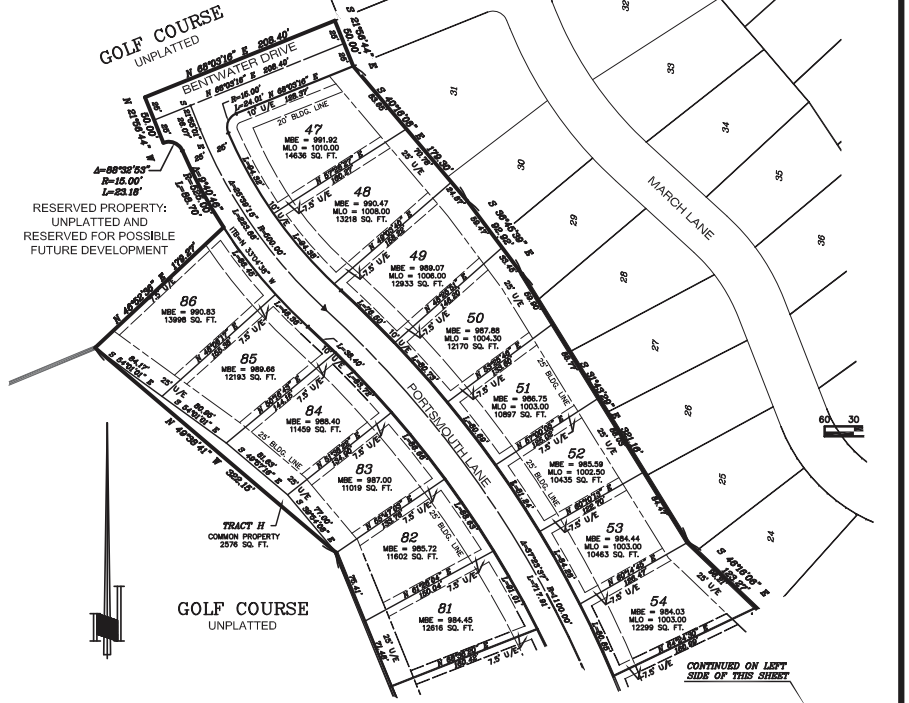
**Chart of "Grinder Pump Lots"**  
 The following lots in this plat are to be served  
 Lots 43-54 & 73-82

# FINAL PLAT

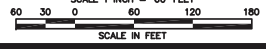
## CUNNINGHAM AT CREEKMOOR-3RD PLAT

LOTS 47 THROUGH 86, AND TRACTS C, D, E, F, G AND H  
 A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI  
 SECTION 4, TOWNSHIP 46 N, RANGE 32 W

- NOTES:**
- THE FOLLOWING STANDARD MONUMENTATION WILL BE SET UPON COMPLETION OF CONSTRUCTION ACTIVITIES WITH THIS PLAT OR WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT, WHICHEVER IS EARLIER.  
 SEMI-PERMANENT MONUMENTS:  
 1" X 1" IRON BARS WITH PLASTIC CAP STAMPED "ASC MLS 760 KLS 3" SET AT ALL REAR LOT CORNERS AND OTHER POINTS MARKED "•" ON THIS PLAT.  
 PERMANENT MONUMENTS:  
 3/4" IRON BARS WITH ALUMINUM CAP STAMPED "ASC MLS 760 KLS 3" SET AT CORNERS MARKED "▲" ON THIS PLAT.  
 CURB NOTCHES:  
 CURBS ARE NOTCHED AT THE PROLONGATION OF THE INTERIOR SIDE LOT LINES.
  - THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE "MISSOURI COORDINATE SYSTEM OF 1983", WEST ZONE, AT JACKSON COUNTY CONTROL MONUMENT JACO 7198 ADJUSTMENT USING A GRID FACTOR OF 0.999985.
  - THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "C" (UNSHADED). AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAPS NO. 29037C0028F, REVISED JANUARY 2, 2013 AND NO. 29037C0028F, REVISED JANUARY 2, 2013 AND FURTHER REVISED BY THE LOMRF ON AUGUST 23, 2017, CASE NO. 17-07-1638A.
  - THE ABBREVIATION "MBE" SHOWN HEREON DENOTES MINIMUM BASEMENT ELEVATION.
  - THE ABBREVIATION "MLO" SHOWN HEREON DENOTES MINIMUM LOW OPENING ELEVATION.



LEGEND	
---	SETBACK LINE
- - - -	UTILITY & DRAINAGE EASEMENT
---	SUBDIVISION BOUNDARY
- - - -	COMBINATION BLDG SETBACK LINE & UTILITY/DRAINAGE EASEMENT LINE



**SURVEYOR'S CERTIFICATION:**  
 I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS AND I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS, AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



**ANDERSON**  
 SURVEY COMPANY  
 203 N. W. EXECUTIVE WAY  
 LEES SUMMIT, MISSOURI 64083  
 MISSOURI STATE CERTIFICATE OF AUTHORITY: 000078  
 (816) 246-0350

PHILIP J. HENNING, PLS 2079



**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: 2/5/19

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3436 - Approving the Third Amendment to the KC Water Purchase Agreement

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 3.3.4 Ensure Capital Improvements Support Economic Development Priorities

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
N/A	N/A

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Third Amendment of the Water Purchase Agreement.

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The City, Good Otis LLC and Public Water Supply District No. 10 of Cass County, Missouri entered into a Settlement Agreement. The settlement involves the provision of water services to certain tracts and parcels that are within both the jurisdictional boundaries of the District and within the City Limits.

The City agreed to sell water to the District at cost through its Dean Avenue water main and to convey ownership of the main at the jurisdictional boundary line between the City and the District. The agreement allows for adequate water service in developing portions of the City.

The City currently purchases water from the City of Kansas City, Missouri Water Services for sale to its residents and business at cost. The current agreement between the City and Kansas City Water Services limits the ability to sell to the District. The Third Amendment removes this limitation.

The Third Amendment will allow the City of Raymore to comply with the requirements and terms of the Settlement Agreement previously approved and executed.

**BILL 3436**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE THIRD AMENDMENT TO THE KANSAS CITY, MISSOURI, WATER SERVICES AGREEMENT.”**

**WHEREAS**, the City entered into a Settlement Agreement with Public Water Supply District No. 10 of Cass County, Missouri, and Good Otis, LLC, which contemplates the sale of water to the District through the City’s water main along Dean Ave; and

**WHEREAS**, the City currently purchases water from the City of Kansas City, Missouri, under a Water Purchase Agreement which, without amendment, would limit and restrict the sale of water in compliance with the Settlement Agreement; and

**WHEREAS**, the City and the City of Kansas City, Missouri, Water Services Department have negotiated a Third Amendment of the Water Purchase Agreement which would remove any limitation or restriction on the ability of the City to sell water to the District through the Dean Avenue water main; and

**WHEREAS**, it is in the best interest of the City, and to the public health, safety and welfare of its citizens that good and adequate water service be provided to all of the City, including those portions served by the District; and

**WHEREAS**, the District and the City of Kansas City, Missouri, are concurrently negotiating an amendment of their agreement to remove any limitation or restriction on the ability of the District to purchase water from the City through the Dean Avenue water main.

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

Section 1. The Mayor is authorized to enter into the Third Amendment to the Water Purchase Agreement with the City of Kansas City, Missouri, attached as Exhibit A.

Section 2. The City Clerk is authorized to execute Exhibit A and the City Manager is authorized to implement the terms of the Third Amendment to the Water Purchase Agreement with the City of Kansas City, Missouri as memorialized by Exhibit A.

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 FEBRUARY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

**THIRD AMENDMENT TO  
WATER PURCHASE AGREEMENT**

**THIS THIRD AMENDMENT**, made and entered into this 25th day of February, 2019, by and between the CITY OF RAYMORE, MISSOURI, a Missouri corporation, hereinafter referred to as “BUYER”, and KANSAS CITY, MISSOURI, a municipal charter organization of the State of Missouri, hereinafter referred to as “CITY”,

**WHEREAS**, BUYER currently purchases water from CITY as authorized by a Water Purchase Agreement, dated June 11, 2001 and as amended from time to time; and

**WHEREAS**, the BUYER and CITY desire to amend the Water Purchase Agreement, allowing BUYER to extend water service to the Public Water Supply District No. 10 of Cass County, Missouri (“Cass-10”) to provide adequate water service to certain identified developing tracts of real property within the territorial boundaries of Cass-10;

**NOW, THEREFORE**, the CITY and BUYER hereby amend the Agreement to read as follows:

Article III is amended by adding a new Section 9.c and Section 20 that state the following:

**9.c.** Nothing in this provision shall be deemed to prohibit the BUYER’s limited water service agreement with Cass-10 as provided in Section 20 of this Agreement.

**20. CASS-10 LIMITED WATER SERVICE AGREEMENT.**

BUYER and CITY agree that BUYER is authorized to establish water service pursuant to an agreement with the Public Water Supply District No. 10 of Cass County, Missouri (“Cass-10”) for the sole and limited purpose of providing water from its Dean Avenue water line to Tracts 1, 2, 9, 10, 11, 12 and 14 of The Good Ranch Land Use Plan as depicted on Exhibit A attached hereto and such other areas as allowed under the Water Purchase Agreement between Cass-10 and Raymore, subject to the maximum daily quantity available to BUYER as provided herein. To provide for this water service, at BUYER’s expense, BUYER shall install a vault and meter on BUYER’s Dean Avenue water line at or about the current territorial boundary between BUYER and Cass-10. BUYER will sell and Cass-10 will purchase water so provided for the same rate charged to BUYER by CITY.

All terms not specifically modified in this Third Amendment shall remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have caused this Third Amendment to be executed by their respective representatives, thereunto duly authorized, as of the day and year first above written.

CITY OF RAYMORE, MISSOURI

CITY OF KANSAS CITY, MISSOURI

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Director of Water Services

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

ATTEST

\_\_\_\_\_  
City Clerk



# **New Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: February 25, 2019

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: City Clerk

<input 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 checked="" type="checkbox"/> Other approval by motion/vote	

**TITLE / ISSUE / REQUEST**

Additional liquor license class-Sunday sales for Boulevard Bar & BBQ

**STRATEGIC PLAN GOAL/STRATEGY**

3.3.1 Cultivate a Climate for Prosperous Business Growth and Development

**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**

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Raymore City Code Chapter 600.020: Alcoholic Beverages-Classes of Licenses

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Onie Chambers owner of Boulevard Bar & BBQ located at 1242-46 W. Foxwood Dr. is requesting to add an additional liquor license class for Sunday sales to the existing general liquor license. The applicant has submitted the necessary application and supporting documents as required by City Code.

As outlined in City Code Section 600.050, approval by a majority of the City Council is required. Approval of the City license is contingent on approval of the State license by Missouri Alcohol and Tobacco Control.

SECTION 600.020: - LICENSE REQUIRED — CLASSES OF LICENSES

- A. No person shall sell or offer for sale intoxicating liquor in the City of Raymore without a currently valid liquor license issued by the City. A separate liquor license shall be required for each of the categories and subcategories of liquor sales in which the licensee desires to engage as set forth herein.
- B. *General Licenses.* Any person possessing the qualifications and meeting the requirements of this Chapter may apply for the following licenses to sell intoxicating liquor.
  - 1. Original package license: Sales of all kinds of intoxicating liquors in the original package at retail not for consumption on the premises where sold.
  - 2. Original package 5% beer license: Sales of five percent (5%) beer at retail in the original package not for consumption on the premises where sold.
  - 3. Five percent (5%) beer by drink—wine: Sales of malt liquor and light wines at retail by the drink for consumption on the premises where sold.
  - 4. Retail liquor by drink—resort: Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold in an establishment designated as a resort by definition in this Code.
  - 5. Retail liquor by drink—bar: Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold in an establishment designated as a bar by definition in this Code.
  - 6. Retail liquor by drink—exempt: Sales of intoxicating liquor of all kinds by the drink at retail for consumption on the premises where sold for certain charitable, fraternal, religious, service or veterans' organizations.
  - 7. Malt liquor by the drink: Sales of malt liquor at retail by the drink for consumption on the premises where sold.
- C. *Sunday Sales (Additional Fees).* Any person who is licensed under the provisions of this Chapter or who otherwise possesses the qualifications and meets the requirements of this Chapter may apply for the following licenses to sell intoxicating liquor on Sundays between the hours of 9:00 A.M. and Midnight:
  - 1. Sunday original package: Sales of liquor of all kinds in the original package at retail, not for consumption on the premises where sold.
  - 2. Five percent (5%) beer by drink—restaurant bar—wine: Sales of liquor of all kinds by the drink at retail for consumption on the premises of any restaurant bar.
  - 3. Sunday bar—amusement: Sales of liquor of all kinds by the drink at retail for consumption on the premises of any amusement place.
  - 4. Sunday bar—exempt: Sales of intoxicating liquor of all kinds by the drink at retail for consumption on the premises where sold for certain charitable, fraternal, religious,

service or veterans' organizations.

5. Restaurant bar—resort: Sales of liquor of all kinds by the drink at retail for consumption on the premises of any restaurant bar.
6. Sunday bar—bar: Sales of liquor of all kinds by the drink at retail for consumption on the premises of any bar.

D. *Permits.*

1. Retail liquor by drink—caterers. Any person who is licensed under Section 311.485, RSMo., to provide liquor by the drink to a temporary location as a caterer.
2. Tasting permit. Any person who is licensed to sell intoxicating liquor in the original package at retail under Subsection (B)(1) of this Section above may apply for a special permit to conduct wine, malt beverage and distilled spirit tastings on the licensed premises; however, nothing in this Section shall be construed to permit the licensee to sell wine, malt beverages or distilled spirits for on-premises consumption.
3. Retail liquor by drink—picnic. Any person who possesses the qualifications, meets the requirements and complies with the provisions of Section 600.030(C) below may apply for a special permit to sell intoxicating liquor for consumption on premises where sold.

(Ord. No. 21019 §2, 4-9-01; Ord. No. 24011 §1, 2-9-04; Ord. No. 28071 §1, 8-11-08; Ord. No. 29158, § 5, 12-28-09)



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: February 25, 2019

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: Administration

<input 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 checked="" type="checkbox"/> Other	Applicant Testimony

**TITLE / ISSUE / REQUEST**

Delinquent Occupational Licenses

**STRATEGIC PLAN GOAL/STRATEGY**

3.3: Cultivate a climate for prosperous business growth and development

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Initiate Revocation Process

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

City Code Section 605.040  
Resolution 00-28

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Staff sent notices of occupational license renewal on Nov. 20, 2018, and reminders of non-renewal on Jan. 16, 2019.

If a business owner did not respond to the initial reminders, staff sent notices via certified and regular mail on Feb. 5, 2019, to each business owner. This notice informed business owners they were in violation of City Code by failing to renew their occupational license. This letter gave the business ten (10) business days from the date of the letter to respond to the City Clerk. The hearing tonight allows the business owner to address the City Council and provide evidence as to why the penalties should not be imposed.

Staff recommends initiating the revocation process on March 1 following the 60 days of failure to comply as outlined in Resolution 00-28 (4).

As of Feb. 21, 2019, the businesses and home-based businesses listed on the following pages are delinquent in the renewal of their 2019 Occupational License.



BUSINESS	ADDRESS
AMBASSADOR TRAVEL INC	1248 W FOXWOOD DR
BIG O TIRES	1901 W FOXWOOD DR
BREWER, LINDA	405 N LAURUS
BRISTOL MANOR OF RAYMORE	604 E SUNRISE
BROWN ROOFING LLC	106 N EVANS AVE B
COMMUNITY FINANCIAL SERVICES	801 W FOXWOOD DR
CREEKSIDE MARKET	800 E WALNUT ST
GOLDEN CORRAL	1921 W FOXWOOD DR
HAVEN 3:16 SKIN HEALTH & SPA	406 PINE ST #I
HOMEBRIDGE FINANCIAL SERVICES	1116 REMINGTON PLAZA A
HOUSTON, CHRISTIAN	1284 W FOXWOOD DR
MAJESTIC AUTO, LLC	700 KEEN ST
MICKELBERRY, MAYLEIGH	405 LAURUS DR
PAINT AT FIRST SIGHT LLC	406 W PINE ST O
PAKS ACADEMY OF MARTIAL ARTS	411 W PINE ST
PROFESSIONAL TRAVEL/TROPICAL	212 SUNRISE
ROCK U AMERICA	419 W PINE ST
RODRIGUEZ, CHRISTIE	1284 W FOXWOOD DR
SALON BELLA & BOUTIQUE	1284 W FOXWOOD DR
VAPOR MAVEN	305 N DEAN AVE
VISION SOURCE EYECARE RAYMORE	1118 REMINGTON PLAZA B
WHEELHOUSE BASEBALL CLINIC	301 COUNTY RD J

HOME-BASED BUSINESS	ADDRESS
AT EASE MASSAGE THERAPY	416 RIVER BIRCH RD
BAKER CONSTRUCTION LLC	522 S WASHINGTON ST
BOSS LADY EXPRESS LLC	813 CANTER ST
BROTHERS HOME IMPROVEMENT&LAW	700 LARK ST
BRYAN BURCH CONSTRUCTION	809 COVENTRY LN
ELITE LAWNS, INC.	101 S EASTGLEN DR
FOREVER GREEN PROFESSIONAL LA	1228 WILTSHIRE BLVD
G & F HOME SOLUTIONS	506 RIVER BIRCH RD
GARDEN GATE LAWN & LANDSCAPIN	700 KEEN ST
HIS BRUSH PAINTING CO	1503 WRANGLER WAY
JG LAWN SERVICE	818 CANTER ST
JUST SAY I DO	310 SHENANDOAH DR
LBD MARKETING INC	307 W ROYAL ST
MCDANIEL FLOORS	1000 WESLEY AVE
MONDE DESIGN	506 PREAKNESS DR
OLD GOLD GUYS	917 COYOTE DR
PARAMOUNT FLOORING	1608 HALLS CREEK AVE
REASONER CONTRACTING	732 COUNTRY LN
REVAMP & REVIVE LLC	715 OLD PAINT RD
SOLAR PHOTOGRAPHERS	1526 WILDWOOD CIR
STONEMAN'S FLOOR COVERINGS	902 SILVER LAKE CIR
TIN MAN SUPPLY MANAGEMENT CO	1404 SANDWICK CIR

## SECTION 605.040: - PENALTIES FOR VIOLATIONS

- A. Non-Compliance Or Violation A Misdemeanor. In addition to any other penalties prescribed under this Chapter or Chapter 500 related to construction activities, any failure to comply with or any violation of any provision of this Chapter shall be a misdemeanor and shall be punishable, upon conviction thereof, by a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each such offense. Each day such failure or non-compliance shall continue shall constitute a separate offense.
- B. Suspension Or Revocation. Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension or revocation of such license. The suspension or revocation as provided under this Section shall be in addition to any other penalties prescribed under this Chapter.
1. Suspension.
    - a. Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension by the City Manager or his/her designee at the recommendation of the City Clerk,
    - b. In addition to the language contained in subsection a, a Contractor's License may be suspended by the City Manager or his/her designee after receiving a report from the Building Official that the contractor:
      1. Made a serious or repeated violation of the contractor licensing provisions, any applicable Code, or the failure to comply within a reasonable time any lawful written order of the Building Official; or
      2. Fraudulently or deceitfully utilized a contractor's license to obtain a building permit; or
      3. Knowingly or intentionally misrepresented a material fact made in connection with obtaining a contractor's license or a building permit; or
      4. Failed to obtain a building permit or failed to obtain a required inspection of an ongoing project as required by any applicable Code; or
      5. Failed to exercise regular, routine control and supervision over an ongoing project for which the contractor has obtained a building permit; or
      6. Failed to obtain a certificate of occupancy for a completed structure, prior to occupancy, as required by the applicable building code, or
      - Failed to hire a licensed electrical, plumbing, or mechanical (HVAC) contractor to perform any electrical, plumbing or mechanical work on the job site for which the contractor obtained a building permit
  2. Revocation.
    - a. Any failure to comply with or any violation of any provision of this Chapter may be cause for revocation of such license by the City Council upon recommendation of the City Manager for any of the following causes:
      1. Fraud, misrepresentation or false statement contained in the application for license;
      2. Fraud, misrepresentation or false statement made in the course of carrying on his/her business within the City of Raymore;
      3. Any violation of this Chapter;
      4. Conviction of any crime or misdemeanor involving moral turpitude; or
      5. Conducting of business in an unlawful manner so as to constitute a breach of the peace or menace to health, safety or general welfare of the public.

- b. Notice of the hearing for revocation of a license shall be given in writing setting forth specifically the ground of complaint at the time of place and hearing. Said notice shall be mailed to licensee or applicant at least five (5) days prior to the date set for hearing and any decision to be made by the City Council with respect to said revocation. Said notice shall indicate the date and time of the Council's hearing. All decisions of the City Council following the hearing shall be final.
- C. Any person or entity found guilty of violating any provision of this code shall be subject to the provisions of Section 100.220 of the Raymore City Code in addition to the suspension or revocation.
- D. Unlawful Continuation—Further Remedies Authorized. In the event any business, trade, occupation or service occupation which is required to obtain an annual license under this Chapter continues to operate after having received written notice of failure to obtain such license or in the event any business, trade, occupation or service occupation continues to operate following revocation or suspension of such license pursuant to Subsection 605.040(B) hereof, the City Manager, the City Clerk or any other official authorized to enforce City license ordinances may seek injunctive relief from the Circuit Court or order of the Municipal Court to restrain, correct, abate or prevent such continued operation. In the event of the issuance of an injunction or order by a court of competent jurisdiction, costs of such enforcement proceedings may be taxed against the offending party. The remedies provided for by this Subsection (D) shall be in addition to all other costs and penalties prescribed under this Chapter.

(Ord. No. 99068 §1, 11-22-99; Ord. No. 20023 §2, 5-22-00; Ord. No. 23059 §1, 9-8-03; Ord. No. 27009 §1, 1-22-07; Ord. No. 28119, § 1, 12-8-08; Ord. No. 29068, § 2, 7-13-09; Ord. No. 2011-67, § 1, 10-10-11))

## RESOLUTION 00-28

### **“A RESOLUTION OF THE CITY OF RAYMORE AUTHORIZING AND ESTABLISHING PROCEDURES FOR IMPLEMENTING SECTIONS OF CHAPTER 605 OF THE CITY CODE REGARDING LICENSES AND OCCUPATIONAL TAXES.”**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI AS FOLLOWS:

**WHEREAS**, the voters approved on February 8, 2000 to amend Chapter 605 of the Municipal Code, Licenses and Occupational Taxes by repealing Chapter 605 and adopting a new Chapter 605; and

**WHEREAS**, Section 605.100 (B) states that the City Administrator shall have the authority to create administrative guidelines to carry out the intent and purpose of said Article; and

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

Section 1. The City Administrator is authorized to create administrative guidelines to effectuate and carry out the intent and purposes of Chapter 605 of the Municipal Code, Licenses and Occupational Taxes and such guidelines shall take effect only upon adoption by resolution of the City Council.

Section 2. Accordingly, the following procedures and administrative guidelines are hereby adopted and approved and are intended to enable the License Tax Administrator to effectuate and carry out the intent and purposes of Chapter 605:

1. The City Clerk shall require all electrical and plumbing contractors and sub-contractors to provide a copy of their Master Electrician or Master Plumbers Certificate to obtain an occupational license.
2. The City Clerk is authorized to continue approval of the occupational license for all current electrical and plumbing contractors or sub-contractors who do not have a current Master Certificate only if they have held an occupational license with the City for the last three (3) years and who the Chief Building Inspector deems their prior performance of services to have been competent and up to the standards of the Raymore City Code.
3. The City Clerk is authorized to accept a current Master Electrical Certificate and Master Plumbers Certificate issued by the municipal corporation of Kansas City or Independence, Missouri or other authorized Block & Associates Certificate in lieu of the certificate referred to in Paragraph 1 above.
4. In the event a business owner fails to comply with the requirements for licensing contained in Section 605.040, the City Clerk is authorized to initiate enforcement proceedings under Section 605.040 60 days after the business owner has failed to comply with the requirements for licensure.

5. In the event a business continues to operate following suspension or revocation to said business from the City Clerk as provided under Section 605.040, the City Prosecutor is authorized to initiate appropriate municipal ordinance violations and seek an order of the Municipal Court to direct contractors or business to cease operating in the City of Raymore for failure to comply with Section 605 of the Municipal Code on licenses and occupational taxes.
6. The City Clerk is authorized to charge an additional administrative charge of five dollars \$5.00 if a business changes location before the expiration of the license according to Section 605.010, Subsection C (4).

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

Section 4. Severability. Should any sentence, clause, word, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Resolution as a whole, or any part thereof other than the part declared to be invalid.

BE IT REMEMBERED THAT THIS RESOLUTION WAS ADOPTED ON THIS 22<sup>nd</sup> DAY OF MAY, 2000 BY THE FOLLOWING VOTE:

Councilmember Alonzo	Absent
Councilmember Dorsey	Aye
Councilmember Hime	Aye
Councilmember Holsman	Aye
Councilmember Jacobson	Aye
Councilmember Judy	Aye
Councilmember Lauvstad	Aye
Councilmember Vinck	Aye

APPROVE:

  
Gerald Divelbiss, Mayor

ATTEST:

  
Susan Gnefkow, City Clerk



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Feb. 25, 2019

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 3400: Rezoning of 136.38 acres, Raymore Industrial Development

**STRATEGIC PLAN GOAL/STRATEGY**

3.1.2: Attract and cultivate a variety of new industries to 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**

To be tabled indefinitely

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning and Zoning Commission  
Date: October 16, 2018  
Action/Vote: Approval, 7-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report  
Memorandum of Understanding  
Planning and Zoning Commission minutes, 11/16/18

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

VanTrust Real Estate Development LLC, on behalf of property owner Good-Otis LLC, is requesting to reclassify 136.38 acres located south of North Cass Parkway, east of Interstate 49, from "BP" Business Park District to "PUD" Planned Unit Development District. The rezoning will allow for the Raymore Industrial Development Park to be established.

The public hearing was continued from the December 10, 2018 meeting. Staff had requested the public hearing and application be continued to this February 25, 2019, meeting. Staff now requests that the item be tabled indefinitely.



**BILL 3400**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "BP" BUSINESS PARK DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 136.38 ACRE TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 29 AND PART OF THE NORTHEAST QUARTER OF SECTION 30 IN TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."**

**WHEREAS**, after a public hearing was held on October 16, 2018, 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 October 22, 2018, 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 approves the recommendation of the Planning and Zoning Commission.

Section 2. The Zoning Map of the City of Raymore, Missouri is amended by the rezoning from "BP" Business Park District to "PUD" Planned Unit Development District, for the following property:

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Otis, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, along the North line of the Northwest Quarter of said Section 29-T46N-R32W, a distance of 1,369.26 feet; thence South 20 degrees 24 minutes 52 Seconds West, departing the North line of said Northwest Quarter, a distance of 307.60 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 1,850.00 feet, and through a central angle of 41 degrees 30 minutes 54 seconds, an arc length of 1,340.46 feet, to a point of tangency; thence South 21 degrees 06 minutes 02 seconds East, a distance of 1,665.77 feet, to a point of curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 600.00 feet, and through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet, to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West, a distance of 100.00 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, along a curve to the right, whose initial tangent bearing is South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, and through a central angle of 55 degrees 23 minutes 12 seconds, an arc length of 483.34 feet, to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West, a distance of 344.72 feet; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 513 at Page 429, and as depicted on the Highway Plans having a project number of F-71-4(9); thence North 20 degrees 01 minutes 35 seconds West, along said Easterly Right-of-Way line, a distance of 112.39 feet; thence North 25 degrees 44 minutes 13 seconds West, continuing along said Easterly Right-of-Way line, a distance of 201.00 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 1,200.00 feet; thence North 17 degrees 09 minutes 50 seconds West, continuing along said Easterly Right-of-Way line, a distance of 100.12 feet;

thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 400.00 feet; thence North 21 degrees 06 minutes 02 seconds West, continuing along said Easterly Right-of-Way line, a distance of 800.14 feet; thence North 20 degrees 25 minutes 37 seconds West, continuing along said Easterly Right-of-Way line, a distance of 715.25 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is 20 degrees 01 minutes 35 seconds West, having a radius of 2,739.79 feet, and through a central angle of 01 degrees 41 minutes 43 seconds, a distance of 81.07 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 3140 at Page 32, and as depicted on the Highway Plans having a job number of J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, along said Easterly Right-of-Way line, a distance of 10.00 feet, to a point on a non-tangent curve; thence Northwesterly and Northerly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is North 18 degrees 19 minutes 52 seconds West, having a radius of 2,729.79 feet, and through a central angle of 16 degrees 26 minutes 17 seconds, an arc length of 783.17 feet, to a point of tangency; thence North 01 degrees 53 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 78.10 feet; thence North 22 degrees 58 minutes 31 seconds East, a distance of 147.65 feet, to a point on the North line of the Northeast Quarter of Section 30, Township 46 North, Range 32 West; thence South 86 degrees 38 minutes 40 seconds East, departing the Easterly Right-of-Way line of said U.S. Highway No. 49, and along the North line of the Northeast Quarter of said Section 30-T46N-R32W, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 5,940,859 square feet or 136.3834 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 14TH DAY OF JANUARY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** January 14, 2019  
**Re:** Case #18016 Raymore Industrial Development Rezoning/PUD

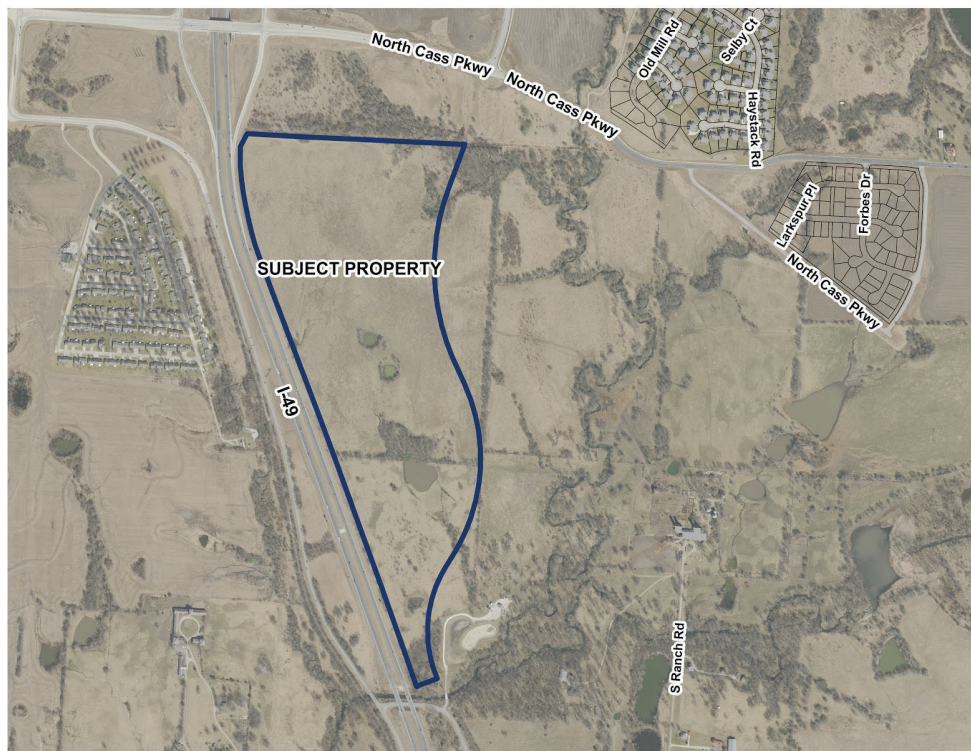
### GENERAL INFORMATION

**Applicant:** VanTrust Real Estate  
4900 Main Street  
Kansas City, MO 64112

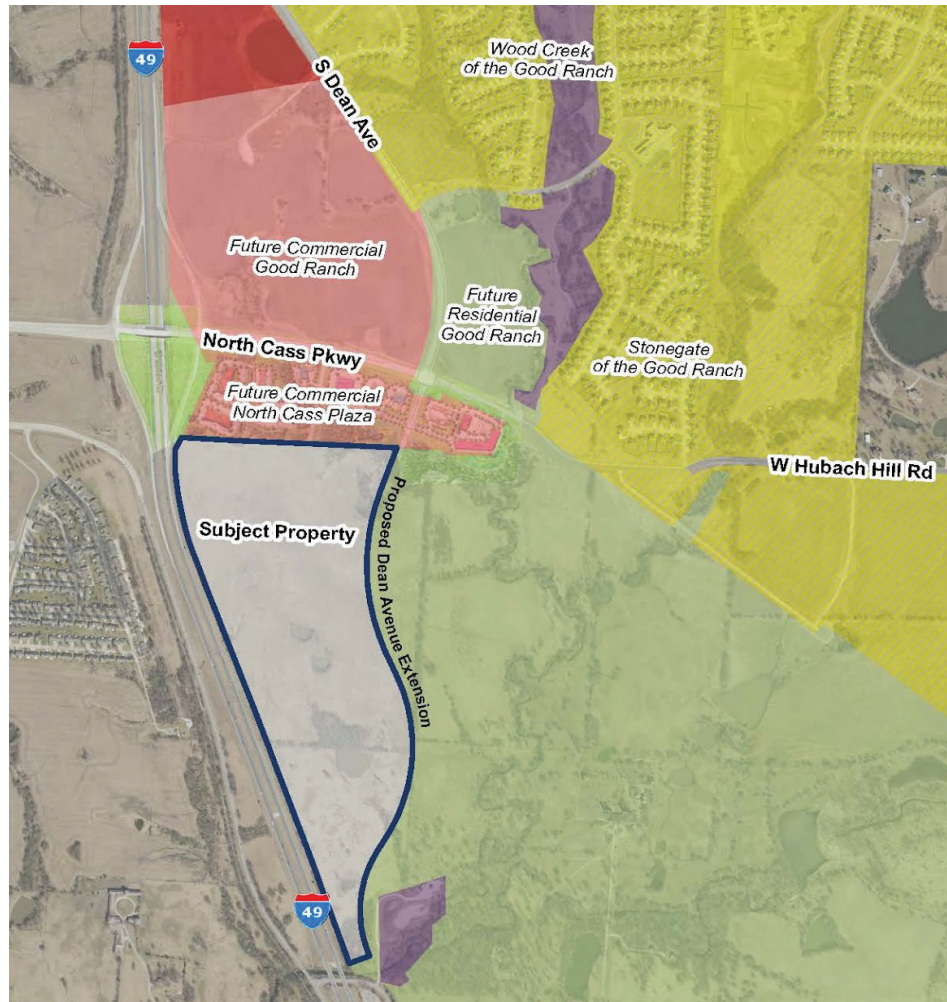
**Property Owner:** Good-Otis, LLC  
1464 Techny Road  
Northbrook, IL 60062

**Requested Action:** Reclassification of zoning designation from “BP” Business Park to “PUD” Planned Unit Development

**Property Location:** Generally located at the southeast corner of the I-49 & North Cass Parkway Interchange



**Existing Zoning:** "BP" Business Park District



**Growth Management Plan:** The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Commercial development.

**Major Street Plan:** The Major Thoroughfare Plan Map contained in the Growth Management Plan has N. Cass Parkway and Dean Avenue classified as a Minor Arterial Roadways

**Legal Description:**

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Otis, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

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**Advertisement:** September 27, 2018 **Journal** newspaper  
October 4, 2018 **Journal** newspaper

**Public Hearing:** October 16, 2018 Planning Commission meeting  
October 22, 2018 City Council meeting  
November 26, 2018 City Council meeting  
January 14, 2019 City Council meeting

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

**Exhibit 7. Applicant's Conceptual Site Plan  
Exhibit 8. MOU draft**

**Additional exhibits as presented during hearing**

**REQUEST**

Applicant is requesting to reclassify the zoning designation of 136.38 acres of land from the current "BP" Business Park District classification to a "PUD" Planned Unit Development 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 MOU and Master Land Use Plan for the Good Ranch was approved by the City of Raymore on March 16, 1994. The subject property, identified as Tract 10 on the Land Use Plan, was identified as appropriate for Business Park/Industrial development.
2. The property was rezoned from "A" Agricultural to "BP" Business Park on March 23, 2014.

**GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS**

A Good Neighbor Informational meeting was held on August 28, 2018. 18 residents attended the meeting, in addition to City staff and representatives from Olsson Associates and VanTrust Real Estate. The meeting is summarized as follows:

**Why is the applicant pursuing a rezoning for the property?**

The property is currently zoned "BP" Business Park, and has been planned to accommodate this type of development since 1994, when the Good Ranch Master Plan was first adopted. The uses that the applicant is asking to provide within the proposed development are all currently allowed under the existing zoning classification.

The applicant is requesting to reclassify the zoning from "BP" to a "PUD" Planned Unit Development to allow flexibility in the design of the site for things such as the location and orientation of the buildings, and phasing of the development. There are no proposed changes in the uses that are currently allowed under the existing zoning classification.

**What is the definition of "Light Industrial" development, and what types of uses can be expected in this development?**

Light Industrial Uses are generally defined as wholesaling, distribution, warehousing, and light-manufacturing. The uses allowed within this development would be restricted to the uses defined in the Unified Development Code.

**How will the proposed development be screened from neighboring properties?**

The proposed development is required to maintain appropriate screening throughout the site. Screening will be required along the northern property line between the proposed industrial use and future commercial uses. Landscaping will also be required along the proposed extension of Dean Avenue to screen the view of the parking lots from the roadway. Adequate landscaping is also required around each individual building.

In addition, there is a large amount of floodplain to the east of the property that will remain indefinitely. This area is a stream corridor that is required to be preserved, and will provide additional screening between adjoining properties.

**How will North Cass Parkway and Dean Avenue handle the traffic associated with the proposed development?**

The North Cass Interchange, including Dean Avenue, was designed and constructed to handle this type and scale of development, and the volumes of traffic associated with it. The City is currently pursuing a traffic study that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the site.

**Can we limit the number of trucks using North Cass Parkway and Dean Avenue?**

Dean Avenue is classified as an Arterial Roadway. Arterial Roadways, specifically Dean Avenue, are designed to accommodate truck traffic. Furthermore, Dean Avenue was located and constructed to support all traffic generated by the development along the I-49 Corridor. The traffic study will help the City understand how and when to implement traffic control devices to better manage traffic throughout the area.

While trucks will still be allowed to utilize Dean Avenue, the most logical route for truck traffic generated by the VanTrust project will be North Cass Parkway and west to Interstate 49.

**How many new jobs are estimated to be associated with this proposed development.**

Depending on the end user that will eventually occupy these buildings, it could be anywhere from 200 to 2,000 jobs. These buildings provide enough flexibility that they can accommodate a large variety of businesses and companies.

**Will there be any parks or green space included as part of this development?**

Open space has been provided for the proposed development. In addition, as part of the overall Good Ranch Master Plan, over 350 acres of open space has been set aside to be dedicated as development occurs. This space includes the linear parks and trails that connect the residential neighborhoods of the Good Ranch, as well as larger, regional parks that are planned to the south of North Cass Parkway and Hubach Hill Road.

**Will there be any restrictions on hours of operation?**

Raymore City Code does not currently restrict hours of operation of any business. 24/7 operations will be allowed as part of the project.

**Is lighting of the property regulated?**

Yes. City Code limits the level of lighting that is allowed to spillover onto adjacent properties. The type of lighting fixtures utilized in the parking lot will direct light downward towards the parking area. There will be street lights installed along Dean Avenue.

**STAFF COMMENTS**

1. The MOU and Master Land Use Plan for the Good Ranch was approved by the City of Raymore on March 16, 1994. The subject property, identified as Tract 10 on the Land Use Plan, was identified as appropriate for Business Park development.



2. The existing and proposed development standards applicable to the property are as follows:

	BP (Existing)	PUD (Proposed)
<b>Minimum Lot Area</b>		
per lot	1 acre	1 acre
per dwelling unit	-	-
<b>Minimum Lot Width (feet)</b>	100	100
<b>Minimum Lot Depth (feet)</b>	100	100
<b>Yards, Minimum (feet)</b>		
front	30	20
rear	20	20
side	10	10
side, abutting residential district	20	10
<b>Maximum Building Height (feet)</b>	80	80
<b>Maximum Building Coverage (%)</b>	50	50

3. The minimum parking standards for the uses allowed within the proposed development are as follows:

Use	Minimum Parking Spaces Required (Existing)	Minimum Parking Spaces Required (Proposed)
<b>INDUSTRIAL USES</b>		
<b>Office</b>	1 per 300 square feet	1 per 300 square feet
<b>Manufacturing, Production and Industrial Service</b>	1 per 1,000 square feet of non-office floor area plus 1 per 300 square feet of office area	1 per 1,300 square feet
<b>Trucking/Freight Terminal</b>	1 per 1,000 square feet	1 per 1,300 square feet
<b>Warehousing and Wholesaling</b>	1 per 1,000 square feet	1 per 1,300 square feet

4. The reclassification of zoning to PUD requires a Memorandum of Understanding (MOU) be prepared that outlines the expectations from the applicant, property owner and City regarding the project.
5. The principal purpose of the reclassification of zoning request is to allow the applicant flexibility in the development of the site. The MOU allows City staff flexibility in approving amendments to the approved site plan for the development. This enables the applicant to rearrange building location; adjust building sizes; and modify the site layout provided any change remains fully compliant with the requirements of the Unified Development Code.
6. The zoning and land use of the subject property remains consistent with the land use identified as part of the Good Ranch Master Plan approved in 1994.

7. Dean Avenue, North Cass Parkway, and Hubach Hill Road have all been designed and constructed to handle the traffic generated by development on the subject property.
8. The property owner is currently completing a geomorphic assessment of the stream corridor that is the ultimate collection point for stormwater runoff generated from development on the property. The assessment will identify actions the property owner must take to address any impacts the development may have on the stream corridor.
9. There is no floodplain located upon the subject property.

## **PLANNING COMMISSION PROPOSED FINDINGS OF FACT**

Under Section 470.050 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a PUD request. Under 470.050 (F) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

- 1. the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;** The proposed preliminary development plan is consistent with the Growth Management Plan and all other adopted plans and policies.
- 2. the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;** The proposed preliminary development plan is consistent with the standards for a Planned Unit Development. The purpose of the proposed PUD and development plan is to provide flexibility in the design, location, orientation and phasing of the proposed development in order to meet the needs of the developer, applicant, and future tenants of the building.
- 3. the nature and extent of common open space in the PUD;** Common space has been provided as part of the development. Detention basins, landscaping buffers, and existing vegetation also provides a large amount of open space.
- 4. the reliability of the proposals for maintenance and conservation of common open space;** The provided open spaces will require a stormwater maintenance agreement, which will involve requirements for perpetual maintenance.
- 5. the adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan;** Because the proposed PUD is not residential in nature, but rather industrial, the amount and function of the provided common open space has been deemed to be adequate.

**6. whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;** The preliminary development plan does provide public services, adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment. The proposed plan adequately separates vehicular and truck traffic, as well as pedestrian traffic. Landscaping buffers have been added to mitigate air pollution from trucks and passenger vehicles, and to soften the visual impact of the large buildings from the roadway.

**7. whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;** The proposed development plan will not have an adverse effect on the adjacent properties. The subject property is separated by the nearby single family homes by more than 1,500 feet, which includes a stream buffer, and a significant amount of screening and vegetation.

Traffic will likely increase near the subject property as the site develops. However, the North Cass Interchange was designed and built to handle the type and amount of traffic that this proposed development will generate.

**8. whether potential adverse impacts have been mitigated to the maximum practical extent;** The potential adverse impacts on surrounding properties have been mitigated to the maximum practical extent. Landscape buffers have been added throughout the proposed development to mitigate the visual impact of adjacent properties.

Additionally, a traffic study is being completed that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the site.

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

Because of the proposed size and flexibility of the proposed buildings, it is uncertain what size and type of building a potential tenant would require. The proposed PUD affords the flexibility to phase the development, or shift the location of the buildings as needed, so long as they are compliant with all other provisions of the UDC.

**10. the sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.** The proposed project is intended to be phased over a period of time, and is being approved without a

defined phasing schedule. The submission of a Final Plat application shall prompt the beginning of each individual phase for the project. The Memorandum of Understanding for the proposed project includes language regarding the phasing of the project:

If the initial final plat does not include all of the land contained within the Preliminary Development Plan, then a subsequent final plat application shall be filed every five years from the date that the most recent final plat was approved or the Preliminary Development Plan becomes null and void.

The terms and conditions proposed to protect the interest of the public have been deemed to be sufficient.

## **REVIEW OF INFORMATION AND SCHEDULE**

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Public Hearing	October 16, 2018	October 22, 2018	
Public Hearing		November 26, 2018	
Public Hearing		January 14, 2019	
			January 28, 2019

## **STAFF RECOMMENDATION**

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located on the southeast corner of the North Cass Parkway and Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation of approval.

## **PLANNING AND ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its October 16, 2018 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located on the southeast corner of the North Cass Parkway and Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation of approval.

## **CITY COUNCIL ACTION 1ST READING - 10/22/2018**

The City Council, at its October 22, 2018 meeting, voted 7-0 to continue the public hearing and consideration of the case to the November 26, 2018 meeting.

## **CITY COUNCIL ACTION 1ST READING - 11/26/2018**

The City Council, at its November 26, 2018 meeting, voted 7-0 to continue the public hearing and consideration of the case to the January 14, 2019 meeting.

**To:** Planning and Zoning Commission

**From:** Department of Public Works

**Date:** October 10, 2018

**RE:** Van Trust Industrial Development (Rezoning, and Site Plan)

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The Public Works and Engineering Department reviewed the application(s) for VanTrust Development, and offers the following comments:

**Background:** The proposed land use along the I-49 Corridor has been included in the City's Growth Management Plans and associated updates since approximately 1994 and was used to develop the City's Transportation Master Plan.

**Project Location:** The project is located on Dean Avenue south of North Cass Parkway.

**Impacts on Transportation System(s):** Access to the site will be served by entrances along the proposed extension of Dean Avenue. Dean Avenue is classified as an Arterial Roadway. Arterial Roadways, specifically Dean Avenue, are designed to accommodate truck traffic. Furthermore, Dean Avenue was located and constructed to support all traffic generated by the development along the I-49 Corridor. Dean Avenue will be extended to serve all of the developments entrances. There will be a cul-de-sac at the end for traffic to turn around.

The proposed land use along the I-49 Corridor has been included in the City's Growth Management Plans and associated updates since approximately 1994.

The North Cass Interchange, including Dean Avenue, have been designed and constructed in accordance with the City's Transportation Master Plan to support this type and scale of development and the volumes of traffic associated with it, in addition to the future commercial land to the north, and the existing residential development surrounding the site.

## **Future Traffic Control Planning**

The City is currently pursuing a traffic study that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the area between Johnston Drive and North Cass Parkway.

The traffic study will help the City understand how and when to implement traffic control devices to better manage traffic throughout the area.

## **Adequate Public Facilities:**

**Sanitary Sewer System** - The project will construct a sanitary sewer line to connect to the existing gravity sewer. The gravity sewer is located on the property to the east, which is owned by the same existing land owner.

This project will require the extension of the sewers through the project to provide a sewer main to all of the buildings. All connections to the individual buildings will be privately owned and maintained.

**Water System** - The project is served by Water District 10. They will be providing adequate water for the building and fire protection.

**Storm Water System/Water Quality** - Stormwater will be collected onsite in a detention basin. The plans call for all water quality standards to be met.

**Summary:** The Public Works Department has determined that the plans and specifications comply with the standards adopted by the City of Raymore with the above recommendations and that the existing facilities are of adequate size and capacity to support the proposed development. Specifically, the transportation network serving this site has been designed and constructed to accommodate all traffic generated by this proposed development as well as development of the surrounding area.



***Memorandum of Understanding  
for  
Raymore Industrial Development***

Legal Description Contained on Pages 2-3

**Between VanTrust Real Estate, LLC, Grantor,  
Good-Otis LLC, Grantor,**

**and**

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

***January 28, 2019***



**MEMORANDUM OF UNDERSTANDING**  
*Raymore Industrial Development*

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE RAYMORE INDUSTRIAL PLANNED UNIT DEVELOPMENT SUBDIVISION is made and entered into this 28th day of January, 2019, by and between VanTrust Real Estate, LLC (“Sub-Divider”); Good-Otis LLC (“Developer”), Sub-Divider and Developer 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 (“Grantee” or “City”).

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

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

WHEREAS, the City desires to ensure that Sub-Divider and Developer 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:**

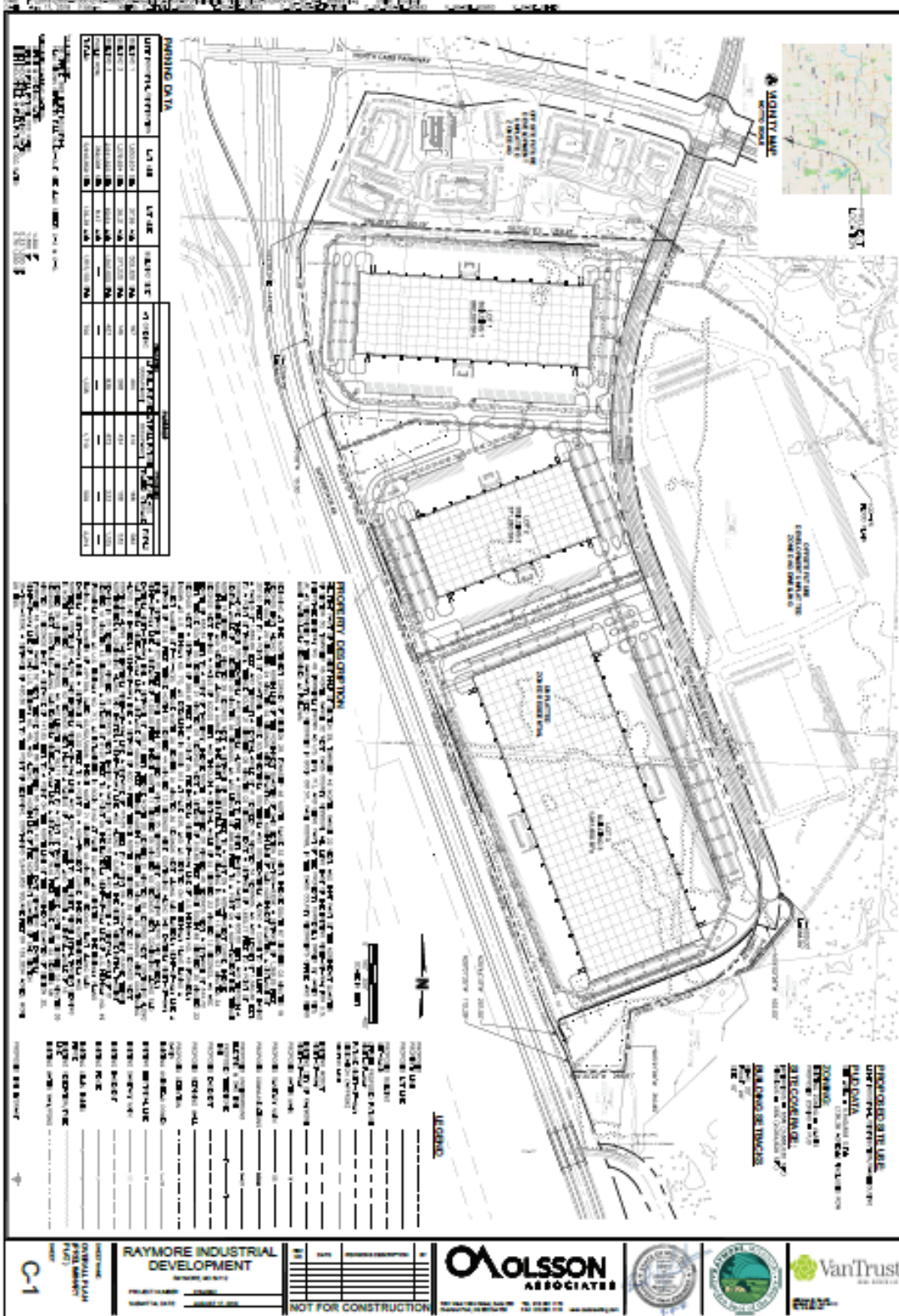
The provisions of this MOU shall apply to the following described property:

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Otis, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, along the North line of the Northwest Quarter of said Section 29-T46N-R32W, a distance of 1,369.26 feet; thence South 20 degrees 24 minutes 52 Seconds West, departing the North line of said Northwest Quarter, a distance of 307.60 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 1,850.00 feet, and through a central angle of 41 degrees 30 minutes 54 seconds, an arc length of 1,340.46 feet, to a point of tangency; thence South 21 degrees 06

*Raymore Industrial Development Memorandum of Understanding*

minutes 02 seconds East, a distance of 1,665.77 feet, to a point of curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 600.00 feet, and through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet, to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West, a distance of 100.00 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, along a curve to the right, whose initial tangent bearing is South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, and through a central angle of 55 degrees 23 minutes 12 seconds, an arc length of 483.34 feet, to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West, a distance of 344.72 feet; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 513 at Page 429, and as depicted on the Highway Plans having a project number of F-71-4(9); thence North 20 degrees 01 minutes 35 seconds West, along said Easterly Right-of-Way line, a distance of 112.39 feet; thence North 25 degrees 44 minutes 13 seconds West, continuing along said Easterly Right-of-Way line, a distance of 201.00 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 1,200.00 feet; thence North 17 degrees 09 minutes 50 seconds West, continuing along said Easterly Right-of-Way line, a distance of 100.12 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 400.00 feet; thence North 21 degrees 06 minutes 02 seconds West, continuing along said Easterly Right-of-Way line, a distance of 800.14 feet; thence North 20 degrees 25 minutes 37 seconds West, continuing along said Easterly Right-of-Way line, a distance of 715.25 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is 20 degrees 01 minutes 35 seconds West, having a radius of 2,739.79 feet, and through a central angle of 01 degrees 41 minutes 43 seconds, a distance of 81.07 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 3140 at Page 32, and as depicted on the Highway Plans having a job number of J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, along said Easterly Right-of-Way line, a distance of 10.00 feet, to a point on a non-tangent curve; thence Northwesterly and Northerly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is North 18 degrees 19 minutes 52 seconds West, having a radius of 2,729.79 feet, and through a central angle of 16 degrees 26 minutes 17 seconds, an arc length of 783.17 feet, to a point of tangency; thence North 01 degrees 53 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 78.10 feet; thence North 22 degrees 58 minutes 31 seconds East, a distance of 147.65 feet, to a point on the North line of the Northeast Quarter of Section 30, Township 46 North, Range 32 West; thence South 86 degrees 38 minutes 40 seconds East, departing the Easterly Right-of-Way line of said U.S. Highway No. 49, and along the North line of the Northeast Quarter of said Section 30-T46N-R32W, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 5,940,859 square feet or 136.3834 acres, more or less.



Raymore Industrial Development Memorandum of Understanding

## **PRELIMINARY DEVELOPMENT PLAN**

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

### **2. Zoning and Land Use**

- a. The zoning for the entire Property shall be “PUD” Planned Unit Development District.
- b. Land Use
  - i. Except for the uses listed below, uses designated as permitted (“P”) in the “BP” and the “M-1” Industrial Districts in Section 410.020 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.
    - a. Waste Related Use
  - ii. Uses designated as conditional (“C”) in in the “BP” and the “M-1” Industrial Districts in Section 410.020 of the Unified Development Code shall only be permitted upon approval of a Conditional Use Permit, subject to compliance with any special conditions.

### **3. Bulk and Dimensional Standards Table:**

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

Minimum Lot Area	1 acre
Minimum Lot Width	100 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	20 feet
Minimum Rear Yard	20 feet
Minimum Side Yard	10 feet
Maximum Building Height	80 feet

The following bulk and dimensional standards are calculated for the entire development, not on a lot-by-lot basis.

Minimum Landscaped Area	20%
Maximum Building Coverage	50%

#### 4. **Outdoor Storage**

No outdoor storage of materials or products is allowed within the entire property identified herein as the Master Planned Industrial Community and as shown on the PUD Preliminary Development Plan, attached as Exhibit A.

#### 5. **Landscaping & Screening**

- a. Landscaped areas with a minimum width of six feet (6') shall be provided along all street frontages and all property lines.
- b. No details as to plant location, type or size is required as part of the Preliminary Development Plan or site plan.
- c. A landscape plan compliant with Chapter 430 of the Unified Development Code, identifying details described in subsection b above, shall be submitted with building construction plans.
- d. All required landscaping shall be installed prior to the issuance of any certificate of occupancy for the applicable building.

#### 6. **Parkland Dedication**

A parkland dedication fee equal to \$0.017 per square foot of land included in a final plat shall be paid prior to the recording of a final plat.

#### 7. **Site Lighting**

A site lighting plan compliant with the Unified Development Code shall be submitted with building construction plans. All light fixtures shall be installed and operational prior to the issuance of any certificate of occupancy for the applicable building.

#### 8. **Parking**

Off-street Parking shall be provided for each building as follows:

<b>Use</b>	<b>Minimum Parking Spaces Required</b>
Office	1 space per 300 square feet
Manufacturing, Production and Industrial Service	1 space per 1,300 square feet
Warehousing	1 space per 1,300 square feet

- a. Required parking spaces shall be provided on the same lot as the use to which the parking serves.
- b. A reduction of up to 10 percent of the total parking requirement for a lot may be approved by staff where shared parking among businesses on different lots is provided by written agreement between the businesses and submitted to the City.
- c. Required parking spaces may be constructed as needed for each use occupying a building. The minimum parking spaces shall be provided as each use occupies the building.
- d. Parking for a building may be constructed in phases provided the required parking spaces are provided for each use identified in a building.

## **9. Trash and Recycling Services**

All trash and recycling containers and equipment shall be screened in accordance with Section 430.110 of the Unified Development Code.

## **PHASING SCHEDULE**

1. The Preliminary Development Plan is being approved without a defined phasing plan.
2. The Sub-Divider may construct the development in phases.

## **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 two years of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.
5. If the initial final plat does not include all of the land contained within the Preliminary Development Plan, then a subsequent final plat application shall be filed every five years from the date that the most recent final plat was approved or the Preliminary Development Plan becomes null and void.

### **SITE PLANS**

1. A master site plan for the entire development may be submitted to the City by the Developer and/or Sub-Divider. The master site plan shall be reviewed in accordance with Section 470.160 of the Unified Development Code.
2. City staff is hereby granted authority to review and approve any amendment to the master site plan provided that all of the requirements of the Unified Development Code and any other applicable City requirement are met.
3. Any decision made by staff regarding an amendment to the master site plan may be appealed to the Planning and Zoning Commission.

### **TRANSPORTATION IMPROVEMENTS**

#### **1. Road Improvements**

The parties agree that the following road improvements are necessary and shall be constructed by the Developer and/or Sub-Divider as outlined below.

##### **a. Dean Avenue**

- i. Dean Avenue shall be constructed as a collector road with a 100-foot right of way from North Cass Parkway south to the southern end of the proposed North Cass Plaza development, and with an 80-foot right-of-way thereafter.
- ii. Dean Avenue shall be constructed to the southern property line of each lot at the time the lot is developed.

- iii. A temporary cul-de-sac shall be installed for each phase of Dean Avenue that is constructed.
- iv. A permanent cul-de-sac shall be installed upon final platting and construction of a building on the southernmost lot of the development.

**b. North Cass Parkway**

- i. Improvements to North Cass Parkway shall be constructed as identified in the traffic study for the project, including the timing of when the improvements are necessary.

**c. Access road to Owen-Good Lift Station**

- ii. When Dean Avenue is extended to its southern terminus as part of this development an easement shall be provided by the Developer and/or Subdivider to allow the City to construct a gravel road to provide access from the Dean Avenue cul-de-sac south to the City of Raymore Owen-Good lift station.

**2. Pedestrian Improvements**

A five foot (5') sidewalk is required on both sides of Dean Avenue at the time the adjacent lot is developed.

**3. Traffic Control Improvements**

Traffic control improvements, which may include stop signs and/or traffic signal(s) shall be constructed and/or installed as identified in the traffic study for the project.

**SANITARY SEWER IMPROVEMENTS**

1. Sanitary sewer service shall be provided to each lot by the Developer and/or Sub-Divider. The line shall extend to the property line 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 Developer and/or 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 Developer and/or Sub-Divider agree 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 Developer and Sub-Divider agree to dedicate easements to the City in compliance with City standards for utility easements.

#### **WATER MAIN IMPROVEMENTS**

1. The development is located within the territorial area of the Cass County Public Water Supply District #10 and shall be served by the district.
2. All improvements to the water service system shall comply with the requirements of the Water District and with the requirements of the South Metro 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 Development Plan.
2. A final stormwater management plan is required to be submitted at the time building construction plans are submitted for all the land area contained within the final plat.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
4. Storm Water Quality BMP's shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.

#### **STREAM ASSESSMENT**

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. An assessment of the geomorphic subarea watershed applicable to the development shall be completed by the Developer. The assessment shall be reviewed by the City and must be approved prior to the approval of the Preliminary Development Plan.

3. The assessment shall identify stream enhancements or other improvements necessary to minimize or eliminate current and anticipated geomorphic deficiencies identified by the assessment. Phasing of these enhancements or other improvements can coincide with phasing of building construction on the property.
4. Stream enhancements or other improvements identified by the City as necessary for a particular phase of the development shall be installed and completed by the Developer and/or Sub-Divider prior to the issuance of any Certificate of Occupancy.

### **INDUSTRIAL BUILDING STANDARDS**

1. The design and appearance of buildings shall conform to the proposed elevations, attached and incorporated herein as Exhibit B.
2. The following building and design standards shall apply to the development:
  - a. **Exterior Building Materials**

Primary building materials shall be varied and consist of materials such as stucco, stone, concrete tilt walls and brick.
  - b. **Color**

A unified color scheme shall be established to tie building elements together, relate separate (freestanding) buildings, and enhance architectural form.
  - c. **Building Form**
    - i. Both vertical and horizontal articulation shall be used to break up building form.
    - ii. Design features such as articulated bases, columns, pilasters, and arches shall be used to articulate building facades.
    - iii. Buildings shall incorporate variations in parapet height.
    - iv. Architectural treatments and materials shall be uniform on all four sides of the building.

d. **Architectural Features**

- i. Architectural features such as canopies and awnings shall be used to enhance building entrances.
- ii. Windows shall be incorporated into front and side building elevations where office areas are provided.

**SIGNAGE**

1. Subdivision entrance markers are permitted for the development along Dean Avenue. A sign easement shall be provided for each proposed sign. Signs shall be in compliance with Chapter 435 of the Unified Development Code.
2. Building signs identifying tenants are permitted in accordance with Chapter 435 of the Unified Development Code.

**INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS**

1. Before the installation of any improvements or the issuance of building permits for a Platted Area, Developer and/or Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of building permits, Developer and/or Sub-Divider shall install all public improvements as shown on approved engineering plans of said platted areas.
3. The Developer and/or 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 sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.
4. The Developer and/or Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Developer and/or Sub-Divider hereby agree 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 Developer's and/or 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 Developer's and/or 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 Developer and/or 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 Developer and/or 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 Developer and/or Sub-Divider agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.

### **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, VanTrust Real Estate LLC. and Developer, Good-Otis LLC 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 VanTrust Real Estate LLC and/or Developer, Good-Otis LLC, 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 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 VanTrust Real Estate, LLC at:

VanTrust Real Estate, LLC.  
4900 Main Street, Suite 400  
Kansas City, MO 64112

If to Good-Otis LLC at:

Good-Otis LLC.  
Attn: Dave Otis  
1464 Techny Road  
Northbrook, IL 60062

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

Attest:

\_\_\_\_\_  
Jean Woerner, 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: \_\_\_\_\_

\_\_\_\_\_  
Developer – Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Developer – 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: \_\_\_\_\_

# Planning and Zoning Commission

## Meeting Minutes Excerpt

### October 16, 2018

#### 7. New Business -

##### **A. Case #18016 - Reclassification of zoning of 136.38 acres located south of North Cass Parkway, east of Interstate 49, from "BP" Business Park District to "PUD" Planned Unit Development District (public hearing).**

Grant Harrison, representing VanTrust Real Estate, presented an overview on the proposed Raymore Industrial Development project. Mr. Harrison stated VanTrust is a local Kansas City developer and has selected Olsson Associates as the project engineer.

Mr. Harrison illustrated several industrial projects that his firm recently completed.

Mr. Harrison stated the project is at the southeast corner of North Cass Parkway and Interstate 49. The PUD zoning gives flexibility in site design as the project moves forward. The MOU for the project specifies the requirements under the PUD zoning. This is a 136-acre project that is proposed over 3 phases for a total of 1.9 million square feet of building space.

Mr. Harrison stated there is no set timeline for commencing construction but his firm will be working to attract tenants.

Associate Planner David Gress provided the staff report. He indicated the request is to reclassify the zoning of the 136 acres from "BP" Business Park to "PUD" Planned Unit Development. This action requires a public hearing which was advertised for this evening and he entered the following items into the record: mailed notices to adjoining property owners; the notice published in The Raymore Journal; the Growth Management Plan; the Unified Development Code; the application; the staff report; the applicant's conceptual site plan; and the draft Memorandum of Understanding (MOU) for the project.

Mr. Gress stated the MOU and master land use plan for the property was approved in 1994 and the subject property was identified as being appropriate for Industrial Park development. A good neighbor meeting was held on August 28th and a summary of questions and comments is included in the staff report.

Mr. Gress provided an overview of the development standards proposed in the MOU for the PUD, including minimum parking standards.

Mr. Gress commented that a principal reason for the PUD request is to provide future flexibility in site layout of buildings. The PUD would allow staff to approve future amendments to the site plan provided the request is in compliance with the requirements of the UDC.

Mr. Gress stated the staff recommendation is for the Commission to forward the request to the City Council with a recommendation of approval.

Chairman Faulkner asked if the trailer parking spaces illustrated on the conceptual site plan are counted towards the minimum parking requirement for the site.



Mr. Gress stated no, the parking requirement in the MOU is for passenger vehicle parking spaces only. The parking spaces for the semi-trailers are not included in the count of provided parking spaces.

Mayor Turnbow asked about Hubach Hill Road to the east and if it would be possible to find a way for a truck that travels to the east to get back to the Cass Parkway interchange area and avoid conflicts with passenger vehicles along Hubach Hill Road.

Mr. Gress commented that there should not be any reason for a truck exiting the site to make a right-turn onto Hubach Hill Road. City staff will work with the property owner to create signage that can direct truck traffic to the interchange.

Mayor Turnbow stated he was most concerned of a new truck driver traveling along Cass Parkway and missing the turn-in to the industrial site.

Mr. Gress stated staff is working on a signage plan to help alleviate any concerns.

Mayor Turnbow asked if there are any plans for traffic control device at the North Cass Parkway and Dean Avenue intersection.

Mr. Gress stated yes, there is a plan for a future traffic signal at the intersection once warrants are met for traffic volume at the intersection. Mr. Gress stated the City is working on a traffic study that would assist in determining when traffic control measures need to be in place.

Commissioner Urquilla asked about trucks being able to travel through the roundabout at Lucy Webb.

Mr. Gress stated the roundabout is designed to support truck movement at a regulated speed.

*Chairman Faulkner opened the public hearing at 7:28 p.m.*

No public spoke.

*Chairman Faulkner closed the public hearing at 7:28 p.m.*

Chairman Faulkner commented that the MOU is an integral part of the PUD. He asked about the preliminary development plan section of the MOU and the uses being limited on the property, specifically waste related uses.

City Attorney Jonathan Zerr indicated that yes, the MOU is proposing to not allow waste related uses from being conducted on the property, such as a transfer station or other waste related uses.

Chairman Faulkner asked if a recycling center is a waste related use.

Mr. Gress stated it would depend upon the product being recycled. Clean wastes would be an allowable recyclable use that would require a conditional use permit.

Mr. Zerr stated the UDC does define recycling facility.

Mr. Gress stated the UDC does further define the various waste related uses, such as junkyard, recycling facility, and sanitary landfill.

**Motion by Commissioner Urquilla, Seconded by Commissioner Meuschke, to accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located south of North Cass Parkway, east of Interstate 49, from "BP" Business Park District**

**to “PUD” Planned Unit Development District, to the City Council with a recommendation of approval.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Absent
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

**Motion passed 7-0-0.**



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Feb. 25, 2019

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. 18-66: Raymore Industrial Development Preliminary Plan

**STRATEGIC PLAN GOAL/STRATEGY**

3.1.2: Attract and cultivate a variety of new industries to the community

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

To be tabled indefinitely

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning and Zoning Commission  
Date: October 16, 2018  
Action/Vote: Approved 7-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report  
Memorandum of Understanding  
Preliminary Plan

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

VanTrust Real Estate Development LLC, on behalf of property owner Good-Otis LLC, is requesting preliminary plan approval for the Raymore Industrial Development Park. The preliminary development plan proposes a 3-lot industrial development that includes the extension of Dean Avenue south of North Cass Parkway. The preliminary development plan is required as part of the establishment of Planned Unit Development zoning for the property. The Memorandum of Understanding is a required element of the preliminary plan and establishes the development standards for the project.

When considering a request for rezoning to Planned Unit Development, the Preliminary Plan becomes part of the rezoning application. The staff report and meeting minutes reflect comments on both the rezoning and Preliminary Plan. When the application is considered by City Council, the Unified Development Code requires that the Preliminary Plan be considered separate from the rezoning application.

Approval of the Preliminary Plan is contingent upon the approval of Bill 3400 for the reclassification of zoning for the property.

The public hearing was continued from the December 10, 2018 meeting. Staff had requested the public hearing and application be continued to this February 25, 2019, meeting. Staff now requests that the item be tabled indefinitely.

## RESOLUTION 18-66

**"A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE RAYMORE INDUSTRIAL DEVELOPMENT PRELIMINARY PLAN, LOCATED IN THE WEST HALF OF SECTION 29 AND PART OF THE NORTHEAST QUARTER OF SECTION 30 IN TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."**

**WHEREAS**, the Planning and Zoning Commission held a public hearing on October 16, 2018, on the Raymore Industrial Development Preliminary Plan and forwarded its recommendation of approval to the City Council; and

**WHEREAS**, the City Council held a public hearing on October 22, 2018, and is accepting 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 Raymore Industrial Development Preliminary Plan is approved.

Section 2. The Memorandum of Understanding required as part of the Raymore Industrial Development Preliminary Plan is approved.

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

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

**DULY READ AND PASSED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** January 14, 2019  
**Re:** Case #18016 Raymore Industrial Development Rezoning/PUD

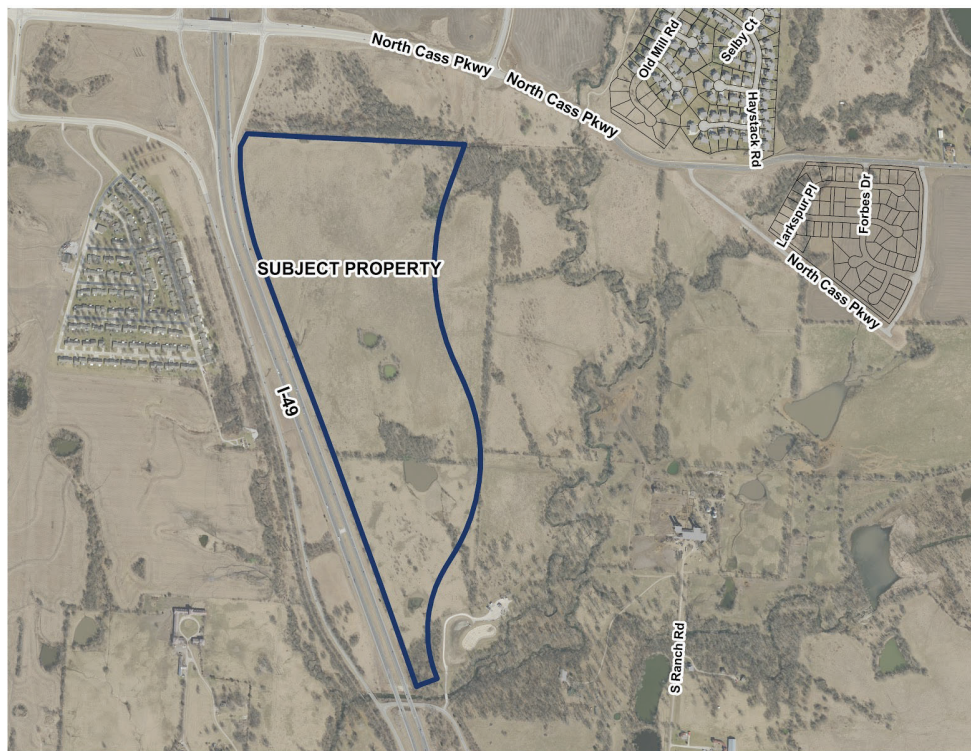
## GENERAL INFORMATION

**Applicant:** VanTrust Real Estate  
4900 Main Street  
Kansas City, MO 64112

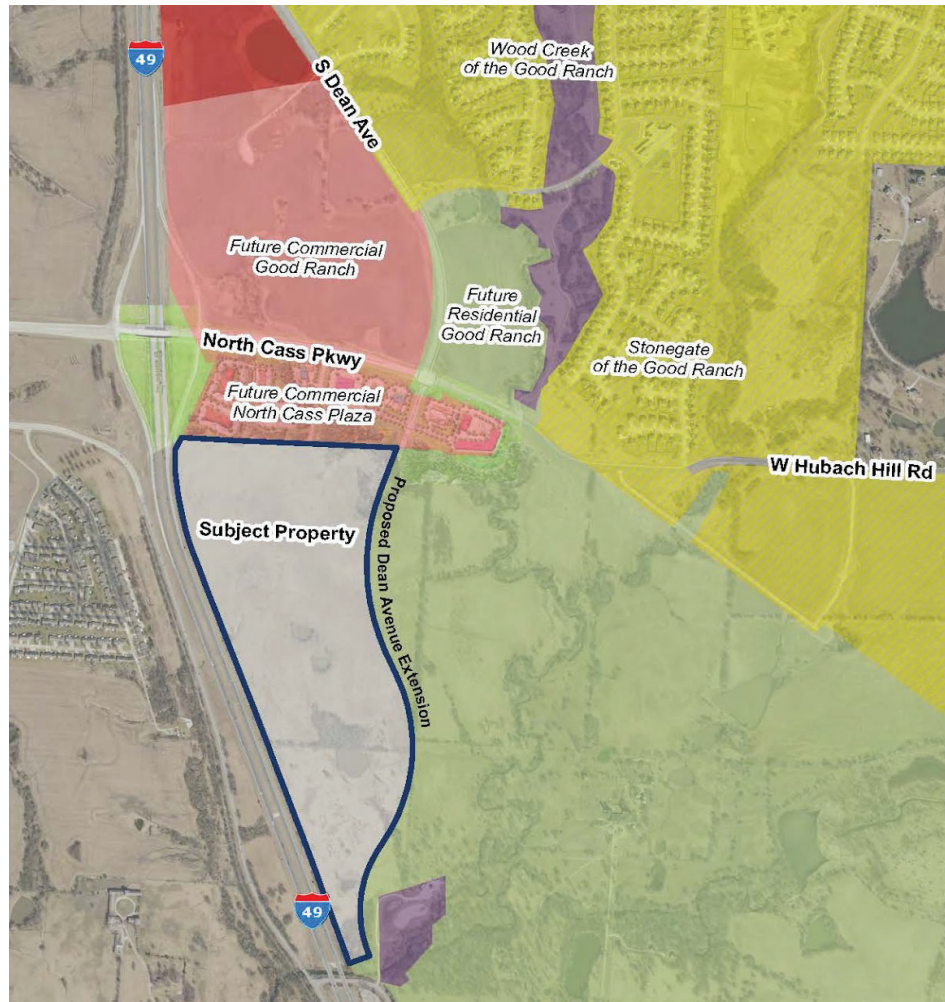
**Property Owner:** Good-Otis, LLC  
1464 Techny Road  
Northbrook, IL 60062

**Requested Action:** Reclassification of zoning designation from “BP” Business Park to “PUD” Planned Unit Development

**Property Location:** Generally located at the southeast corner of the I-49 & North Cass Parkway Interchange



**Existing Zoning: "BP" Business Park District**



**Growth Management Plan:** The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Commercial development.

**Major Street Plan:** The Major Thoroughfare Plan Map contained in the Growth Management Plan has N. Cass Parkway and Dean Avenue classified as a Minor Arterial Roadways

**Legal Description:**

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Otis, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, along the North line of the Northwest Quarter of said Section 29-T46N-R32W, a distance of 1,369.26 feet; thence South 20 degrees 24 minutes 52 Seconds West, departing the North line of said Northwest Quarter, a distance of 307.60 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 1,850.00 feet, and through a central angle of 41 degrees 30 minutes 54 seconds, an arc length of 1,340.46 feet, to a point of tangency; thence South 21 degrees 06 minutes 02 seconds East, a distance of 1,665.77 feet, to a point of curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 600.00 feet, and through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet, to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West, a distance of 100.00 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, along a curve to the right, whose initial tangent bearing is South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, and through a central angle of 55 degrees 23 minutes 12 seconds, an arc length of 483.34 feet, to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West, a distance of 344.72 feet; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 513 at Page 429, and as depicted on the Highway Plans having a project number of F-71-4(9); thence North 20 degrees 01 minutes 35 seconds West, along said Easterly Right-of-Way line, a distance of 112.39 feet; thence North 25 degrees 44 minutes 13 seconds West, continuing along said Easterly Right-of-Way line, a distance of 201.00 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 1,200.00 feet; thence North 17 degrees 09 minutes 50 seconds West, continuing along said Easterly Right-of-Way line, a distance of 100.12 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 400.00 feet; thence North 21 degrees 06 minutes 02 seconds West, continuing along said Easterly Right-of-Way line, a distance of 800.14 feet; thence North 20 degrees 25 minutes 37 seconds West, continuing along said Easterly Right-of-Way line, a distance of 715.25 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is 20 degrees 01 minutes 35 seconds West, having a radius of 2,739.79 feet, and through a central angle of 01 degrees 41 minutes 43 seconds, a distance of 81.07 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 3140 at Page 32, and as depicted on the Highway Plans having a job number of J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, along said Easterly Right-of-Way line, a distance of 10.00 feet, to a point on a non-tangent curve; thence Northwesterly and Northerly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is North 18 degrees 19 minutes 52 seconds West, having a radius of 2,729.79 feet, and through a central angle of 16 degrees 26 minutes 17 seconds, an arc length of 783.17 feet, to a point of tangency; thence North 01 degrees 53 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 78.10 feet; thence North 22 degrees 58 minutes 31 seconds East, a distance of 147.65 feet, to a point on the North line of the Northeast Quarter of Section 30, Township 46 North, Range 32 West; thence South 86 degrees 38 minutes 40 seconds East, departing the Easterly Right-of-Way line of said U.S. Highway No. 49, and along the North line of the Northeast Quarter of said Section 30-T46N-R32W, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 5,940,859 square feet or 136.3834 acres, more or less.

**Advertisement:** September 27, 2018 **Journal** newspaper  
October 4, 2018 **Journal** newspaper

**Public Hearing:** October 16, 2018 Planning Commission meeting  
October 22, 2018 City Council meeting  
November 26, 2018 City Council meeting  
January 14, 2019 City Council meeting

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



**Exhibit 7. Applicant's Conceptual Site Plan  
Exhibit 8. MOU draft**

**Additional exhibits as presented during hearing**

**REQUEST**

Applicant is requesting to reclassify the zoning designation of 136.38 acres of land from the current "BP" Business Park District classification to a "PUD" Planned Unit Development 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 MOU and Master Land Use Plan for the Good Ranch was approved by the City of Raymore on March 16, 1994. The subject property, identified as Tract 10 on the Land Use Plan, was identified as appropriate for Business Park/Industrial development.
2. The property was rezoned from "A" Agricultural to "BP" Business Park on March 23, 2014.

**GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS**

A Good Neighbor Informational meeting was held on August 28, 2018. 18 residents attended the meeting, in addition to City staff and representatives from Olsson Associates and VanTrust Real Estate. The meeting is summarized as follows:

**Why is the applicant pursuing a rezoning for the property?**

The property is currently zoned "BP" Business Park, and has been planned to accommodate this type of development since 1994, when the Good Ranch Master Plan was first adopted. The uses that the applicant is asking to provide within the proposed development are all currently allowed under the existing zoning classification.

The applicant is requesting to reclassify the zoning from "BP" to a "PUD" Planned Unit Development to allow flexibility in the design of the site for things such as the location and orientation of the buildings, and phasing of the development. There are no proposed changes in the uses that are currently allowed under the existing zoning classification.

**What is the definition of "Light Industrial" development, and what types of uses can be expected in this development?**

Light Industrial Uses are generally defined as wholesaling, distribution, warehousing, and light-manufacturing. The uses allowed within this development would be restricted to the uses defined in the Unified Development Code.

**How will the proposed development be screened from neighboring properties?**

The proposed development is required to maintain appropriate screening throughout the site. Screening will be required along the northern property line between the proposed industrial use and future commercial uses. Landscaping will also be required along the proposed extension of Dean Avenue to screen the view of the parking lots from the roadway. Adequate landscaping is also required around each individual building.

In addition, there is a large amount of floodplain to the east of the property that will remain indefinitely. This area is a stream corridor that is required to be preserved, and will provide additional screening between adjoining properties.

**How will North Cass Parkway and Dean Avenue handle the traffic associated with the proposed development?**

The North Cass Interchange, including Dean Avenue, was designed and constructed to handle this type and scale of development, and the volumes of traffic associated with it. The City is currently pursuing a traffic study that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the site.

**Can we limit the number of trucks using North Cass Parkway and Dean Avenue?**

Dean Avenue is classified as an Arterial Roadway. Arterial Roadways, specifically Dean Avenue, are designed to accommodate truck traffic. Furthermore, Dean Avenue was located and constructed to support all traffic generated by the development along the I-49 Corridor. The traffic study will help the City understand how and when to implement traffic control devices to better manage traffic throughout the area.

While trucks will still be allowed to utilize Dean Avenue, the most logical route for truck traffic generated by the VanTrust project will be North Cass Parkway and west to Interstate 49.

**How many new jobs are estimated to be associated with this proposed development.**

Depending on the end user that will eventually occupy these buildings, it could be anywhere from 200 to 2,000 jobs. These buildings provide enough flexibility that they can accommodate a large variety of businesses and companies.

**Will there be any parks or green space included as part of this development?**

Open space has been provided for the proposed development. In addition, as part of the overall Good Ranch Master Plan, over 350 acres of open space has been set aside to be dedicated as development occurs. This space includes the linear parks and trails that connect the residential neighborhoods of the Good Ranch, as well as larger, regional parks that are planned to the south of North Cass Parkway and Hubach Hill Road.

**Will there be any restrictions on hours of operation?**

Raymore City Code does not currently restrict hours of operation of any business. 24/7 operations will be allowed as part of the project.

**Is lighting of the property regulated?**

Yes. City Code limits the level of lighting that is allowed to spillover onto adjacent properties. The type of lighting fixtures utilized in the parking lot will direct light downward towards the parking area. There will be street lights installed along Dean Avenue.

**STAFF COMMENTS**

1. The MOU and Master Land Use Plan for the Good Ranch was approved by the City of Raymore on March 16, 1994. The subject property, identified as Tract 10 on the Land Use Plan, was identified as appropriate for Business Park development.

2. The existing and proposed development standards applicable to the property are as follows:

	BP (Existing)	PUD (Proposed)
<b>Minimum Lot Area</b>		
per lot	1 acre	1 acre
per dwelling unit	-	-
<b>Minimum Lot Width (feet)</b>	100	100
<b>Minimum Lot Depth (feet)</b>	100	100
<b>Yards, Minimum (feet)</b>		
front	30	20
rear	20	20
side	10	10
side, abutting residential district	20	10
<b>Maximum Building Height (feet)</b>	80	80
<b>Maximum Building Coverage (%)</b>	50	50

3. The minimum parking standards for the uses allowed within the proposed development are as follows:

Use	Minimum Parking Spaces Required (Existing)	Minimum Parking Spaces Required (Proposed)
<b>INDUSTRIAL USES</b>		
<b>Office</b>	1 per 300 square feet	1 per 300 square feet
<b>Manufacturing, Production and Industrial Service</b>	1 per 1,000 square feet of non-office floor area plus 1 per 300 square feet of office area	1 per 1,300 square feet
<b>Trucking/Freight Terminal</b>	1 per 1,000 square feet	1 per 1,300 square feet
<b>Warehousing and Wholesaling</b>	1 per 1,000 square feet	1 per 1,300 square feet

4. The reclassification of zoning to PUD requires a Memorandum of Understanding (MOU) be prepared that outlines the expectations from the applicant, property owner and City regarding the project.
5. The principal purpose of the reclassification of zoning request is to allow the applicant flexibility in the development of the site. The MOU allows City staff flexibility in approving amendments to the approved site plan for the development. This enables the applicant to rearrange building location; adjust building sizes; and modify the site layout provided any change remains fully compliant with the requirements of the Unified Development Code.
6. The zoning and land use of the subject property remains consistent with the land use identified as part of the Good Ranch Master Plan approved in 1994.

7. Dean Avenue, North Cass Parkway, and Hubach Hill Road have all been designed and constructed to handle the traffic generated by development on the subject property.
8. The property owner is currently completing a geomorphic assessment of the stream corridor that is the ultimate collection point for stormwater runoff generated from development on the property. The assessment will identify actions the property owner must take to address any impacts the development may have on the stream corridor.
9. There is no floodplain located upon the subject property.

## **PLANNING COMMISSION PROPOSED FINDINGS OF FACT**

Under Section 470.050 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a PUD request. Under 470.050 (F) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

- 1. the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;** The proposed preliminary development plan is consistent with the Growth Management Plan and all other adopted plans and policies.
- 2. the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;** The proposed preliminary development plan is consistent with the standards for a Planned Unit Development. The purpose of the proposed PUD and development plan is to provide flexibility in the design, location, orientation and phasing of the proposed development in order to meet the needs of the developer, applicant, and future tenants of the building.
- 3. the nature and extent of common open space in the PUD;** Common space has been provided as part of the development. Detention basins, landscaping buffers, and existing vegetation also provides a large amount of open space.
- 4. the reliability of the proposals for maintenance and conservation of common open space;** The provided open spaces will require a stormwater maintenance agreement, which will involve requirements for perpetual maintenance.
- 5. the adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan;** Because the proposed PUD is not residential in nature, but rather industrial, the amount and function of the provided common open space has been deemed to be adequate.

**6. whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;** The preliminary development plan does provide public services, adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment. The proposed plan adequately separates vehicular and truck traffic, as well as pedestrian traffic. Landscaping buffers have been added to mitigate air pollution from trucks and passenger vehicles, and to soften the visual impact of the large buildings from the roadway.

**7. whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;** The proposed development plan will not have an adverse effect on the adjacent properties. The subject property is separated by the nearby single family homes by more than 1,500 feet, which includes a stream buffer, and a significant amount of screening and vegetation.

Traffic will likely increase near the subject property as the site develops. However, the North Cass Interchange was designed and built to handle the type and amount of traffic that this proposed development will generate.

**8. whether potential adverse impacts have been mitigated to the maximum practical extent;** The potential adverse impacts on surrounding properties have been mitigated to the maximum practical extent. Landscape buffers have been added throughout the proposed development to mitigate the visual impact of adjacent properties.

Additionally, a traffic study is being completed that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the site.

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

Because of the proposed size and flexibility of the proposed buildings, it is uncertain what size and type of building a potential tenant would require. The proposed PUD affords the flexibility to phase the development, or shift the location of the buildings as needed, so long as they are compliant with all other provisions of the UDC.

**10. the sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.** The proposed project is intended to be phased over a period of time, and is being approved without a

defined phasing schedule. The submission of a Final Plat application shall prompt the beginning of each individual phase for the project. The Memorandum of Understanding for the proposed project includes language regarding the phasing of the project:

If the initial final plat does not include all of the land contained within the Preliminary Development Plan, then a subsequent final plat application shall be filed every five years from the date that the most recent final plat was approved or the Preliminary Development Plan becomes null and void.

The terms and conditions proposed to protect the interest of the public have been deemed to be sufficient.

## REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Public Hearing	October 16, 2018	October 22, 2018	
Public Hearing		November 26, 2018	
Public Hearing		January 14, 2019	
			January 28, 2019

## STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located on the southeast corner of the North Cass Parkway and Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation of approval.

## PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 16, 2018 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located on the southeast corner of the North Cass Parkway and Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation of approval.

## CITY COUNCIL ACTION 1ST READING - 10/22/2018

The City Council, at its October 22, 2018 meeting, voted 7-0 to continue the public hearing and consideration of the case to the November 26, 2018 meeting.

## **CITY COUNCIL ACTION 1ST READING - 11/26/2018**

The City Council, at its November 26, 2018 meeting, voted 7-0 to continue the public hearing and consideration of the case to the January 14, 2019 meeting.



**To:** Planning and Zoning Commission

**From:** Department of Public Works

**Date:** October 10, 2018

**RE:** Van Trust Industrial Development (Rezoning, and Site Plan)

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The Public Works and Engineering Department reviewed the application(s) for VanTrust Development, and offers the following comments:

**Background:** The proposed land use along the I-49 Corridor has been included in the City's Growth Management Plans and associated updates since approximately 1994 and was used to develop the City's Transportation Master Plan.

**Project Location:** The project is located on Dean Avenue south of North Cass Parkway.

**Impacts on Transportation System(s):** Access to the site will be served by entrances along the proposed extension of Dean Avenue. Dean Avenue is classified as an Arterial Roadway. Arterial Roadways, specifically Dean Avenue, are designed to accommodate truck traffic. Furthermore, Dean Avenue was located and constructed to support all traffic generated by the development along the I-49 Corridor. Dean Avenue will be extended to serve all of the developments entrances. There will be a cul-de-sac at the end for traffic to turn around.

The proposed land use along the I-49 Corridor has been included in the City's Growth Management Plans and associated updates since approximately 1994.

The North Cass Interchange, including Dean Avenue, have been designed and constructed in accordance with the City's Transportation Master Plan to support this type and scale of development and the volumes of traffic associated with it, in addition to the future commercial land to the north, and the existing residential development surrounding the site.

## **Future Traffic Control Planning**

The City is currently pursuing a traffic study that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the area between Johnston Drive and North Cass Parkway.

The traffic study will help the City understand how and when to implement traffic control devices to better manage traffic throughout the area.

## **Adequate Public Facilities:**

**Sanitary Sewer System** - The project will construct a sanitary sewer line to connect to the existing gravity sewer. The gravity sewer is located on the property to the east, which is owned by the same existing land owner.

This project will require the extension of the sewers through the project to provide a sewer main to all of the buildings. All connections to the individual buildings will be privately owned and maintained.

**Water System** - The project is served by Water District 10. They will be providing adequate water for the building and fire protection.

**Storm Water System/Water Quality** - Stormwater will be collected onsite in a detention basin. The plans call for all water quality standards to be met.

**Summary:** The Public Works Department has determined that the plans and specifications comply with the standards adopted by the City of Raymore with the above recommendations and that the existing facilities are of adequate size and capacity to support the proposed development. Specifically, the transportation network serving this site has been designed and constructed to accommodate all traffic generated by this proposed development as well as development of the surrounding area.



***Memorandum of Understanding  
for  
Raymore Industrial Development***

Legal Description Contained on Pages 2-3

**Between VanTrust Real Estate, LLC, Grantor,  
Good-Otis LLC, Grantor,**

**and**

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

***January 28, 2019***

**MEMORANDUM OF UNDERSTANDING**  
*Raymore Industrial Development*

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE RAYMORE INDUSTRIAL PLANNED UNIT DEVELOPMENT SUBDIVISION is made and entered into this 28th day of January, 2019, by and between VanTrust Real Estate, LLC (“Sub-Divider”); Good-Otis LLC (“Developer”), Sub-Divider and Developer 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 (“Grantee” or “City”).

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

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

WHEREAS, the City desires to ensure that Sub-Divider and Developer 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:**

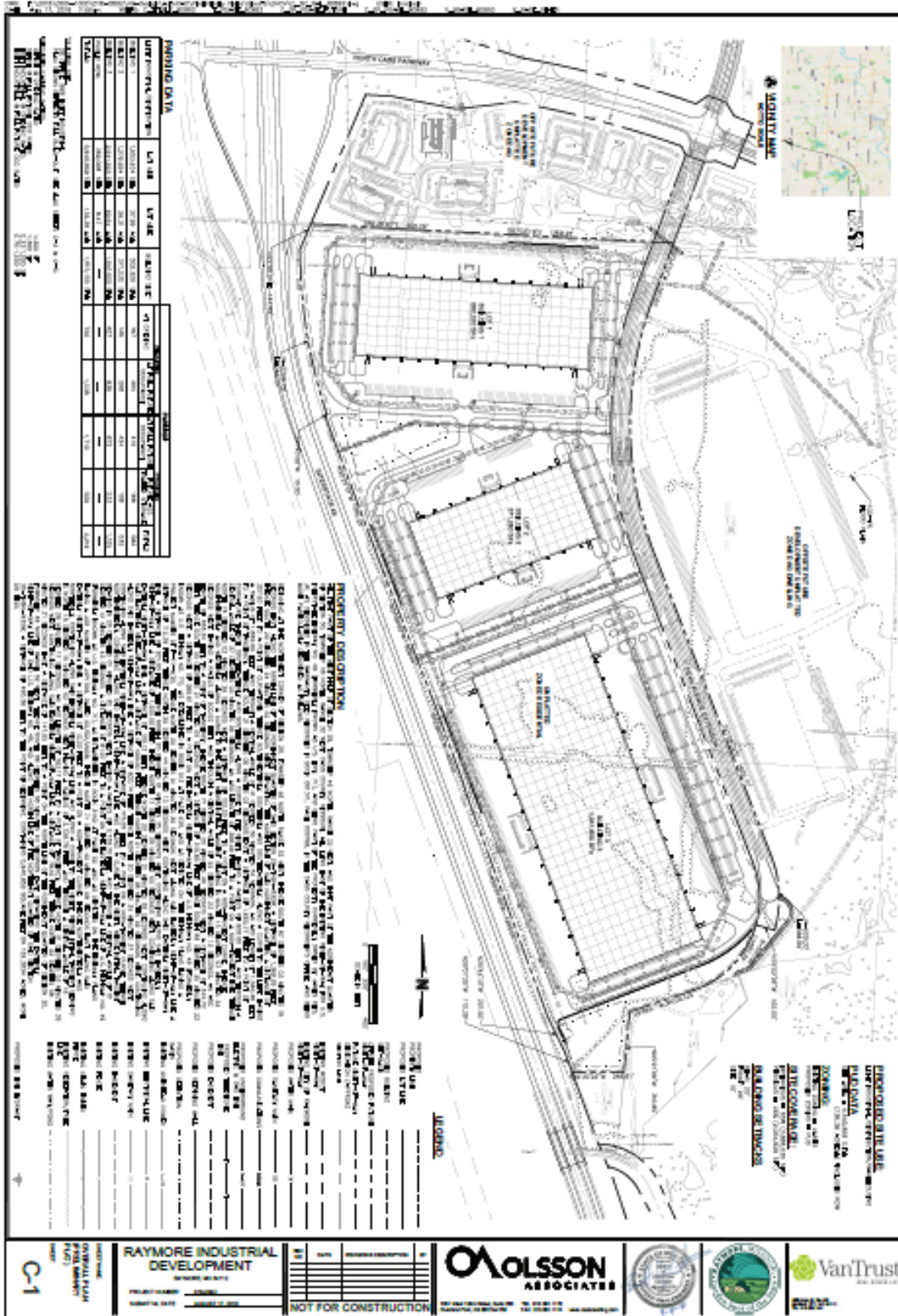
The provisions of this MOU shall apply to the following described property:

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Otis, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, along the North line of the Northwest Quarter of said Section 29-T46N-R32W, a distance of 1,369.26 feet; thence South 20 degrees 24 minutes 52 Seconds West, departing the North line of said Northwest Quarter, a distance of 307.60 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 1,850.00 feet, and through a central angle of 41 degrees 30 minutes 54 seconds, an arc length of 1,340.46 feet, to a point of tangency; thence South 21 degrees 06

*Raymore Industrial Development Memorandum of Understanding*

minutes 02 seconds East, a distance of 1,665.77 feet, to a point of curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 600.00 feet, and through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet, to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West, a distance of 100.00 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, along a curve to the right, whose initial tangent bearing is South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, and through a central angle of 55 degrees 23 minutes 12 seconds, an arc length of 483.34 feet, to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West, a distance of 344.72 feet; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 513 at Page 429, and as depicted on the Highway Plans having a project number of F-71-4(9); thence North 20 degrees 01 minutes 35 seconds West, along said Easterly Right-of-Way line, a distance of 112.39 feet; thence North 25 degrees 44 minutes 13 seconds West, continuing along said Easterly Right-of-Way line, a distance of 201.00 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 1,200.00 feet; thence North 17 degrees 09 minutes 50 seconds West, continuing along said Easterly Right-of-Way line, a distance of 100.12 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 400.00 feet; thence North 21 degrees 06 minutes 02 seconds West, continuing along said Easterly Right-of-Way line, a distance of 800.14 feet; thence North 20 degrees 25 minutes 37 seconds West, continuing along said Easterly Right-of-Way line, a distance of 715.25 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is 20 degrees 01 minutes 35 seconds West, having a radius of 2,739.79 feet, and through a central angle of 01 degrees 41 minutes 43 seconds, a distance of 81.07 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 3140 at Page 32, and as depicted on the Highway Plans having a job number of J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, along said Easterly Right-of-Way line, a distance of 10.00 feet, to a point on a non-tangent curve; thence Northwesterly and Northerly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is North 18 degrees 19 minutes 52 seconds West, having a radius of 2,729.79 feet, and through a central angle of 16 degrees 26 minutes 17 seconds, an arc length of 783.17 feet, to a point of tangency; thence North 01 degrees 53 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 78.10 feet; thence North 22 degrees 58 minutes 31 seconds East, a distance of 147.65 feet, to a point on the North line of the Northeast Quarter of Section 30, Township 46 North, Range 32 West; thence South 86 degrees 38 minutes 40 seconds East, departing the Easterly Right-of-Way line of said U.S. Highway No. 49, and along the North line of the Northeast Quarter of said Section 30-T46N-R32W, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 5,940,859 square feet or 136.3834 acres, more or less.



Raymore Industrial Development Memorandum of Understanding

## **PRELIMINARY DEVELOPMENT PLAN**

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

### **2. Zoning and Land Use**

- a. The zoning for the entire Property shall be “PUD” Planned Unit Development District.
- b. Land Use
  - i. Except for the uses listed below, uses designated as permitted (“P”) in the “BP” and the “M-1” Industrial Districts in Section 410.020 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.
    - a. Waste Related Use
  - ii. Uses designated as conditional (“C”) in in the “BP” and the “M-1” Industrial Districts in Section 410.020 of the Unified Development Code shall only be permitted upon approval of a Conditional Use Permit, subject to compliance with any special conditions.

### **3. Bulk and Dimensional Standards Table:**

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

Minimum Lot Area	1 acre
Minimum Lot Width	100 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	20 feet
Minimum Rear Yard	20 feet
Minimum Side Yard	10 feet
Maximum Building Height	80 feet

The following bulk and dimensional standards are calculated for the entire development, not on a lot-by-lot basis.

Minimum Landscaped Area	20%
Maximum Building Coverage	50%

**4. Outdoor Storage**

No outdoor storage of materials or products is allowed within the entire property identified herein as the Master Planned Industrial Community and as shown on the PUD Preliminary Development Plan, attached as Exhibit A.

**5. Landscaping & Screening**

- a. Landscaped areas with a minimum width of six feet (6') shall be provided along all street frontages and all property lines.
- b. No details as to plant location, type or size is required as part of the Preliminary Development Plan or site plan.
- c. A landscape plan compliant with Chapter 430 of the Unified Development Code, identifying details described in subsection b above, shall be submitted with building construction plans.
- d. All required landscaping shall be installed prior to the issuance of any certificate of occupancy for the applicable building.

**6. Parkland Dedication**

A parkland dedication fee equal to \$0.017 per square foot of land included in a final plat shall be paid prior to the recording of a final plat.

**7. Site Lighting**

A site lighting plan compliant with the Unified Development Code shall be submitted with building construction plans. All light fixtures shall be installed and operational prior to the issuance of any certificate of occupancy for the applicable building.

**8. Parking**

Off-street Parking shall be provided for each building as follows:



<b>Use</b>	<b>Minimum Parking Spaces Required</b>
Office	1 space per 300 square feet
Manufacturing, Production and Industrial Service	1 space per 1,300 square feet
Warehousing	1 space per 1,300 square feet

- a. Required parking spaces shall be provided on the same lot as the use to which the parking serves.
- b. A reduction of up to 10 percent of the total parking requirement for a lot may be approved by staff where shared parking among businesses on different lots is provided by written agreement between the businesses and submitted to the City.
- c. Required parking spaces may be constructed as needed for each use occupying a building. The minimum parking spaces shall be provided as each use occupies the building.
- d. Parking for a building may be constructed in phases provided the required parking spaces are provided for each use identified in a building.

## **9. Trash and Recycling Services**

All trash and recycling containers and equipment shall be screened in accordance with Section 430.110 of the Unified Development Code.

## **PHASING SCHEDULE**

1. The Preliminary Development Plan is being approved without a defined phasing plan.
2. The Sub-Divider may construct the development in phases.

## **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 two years of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.
5. If the initial final plat does not include all of the land contained within the Preliminary Development Plan, then a subsequent final plat application shall be filed every five years from the date that the most recent final plat was approved or the Preliminary Development Plan becomes null and void.

### **SITE PLANS**

1. A master site plan for the entire development may be submitted to the City by the Developer and/or Sub-Divider. The master site plan shall be reviewed in accordance with Section 470.160 of the Unified Development Code.
2. City staff is hereby granted authority to review and approve any amendment to the master site plan provided that all of the requirements of the Unified Development Code and any other applicable City requirement are met.
3. Any decision made by staff regarding an amendment to the master site plan may be appealed to the Planning and Zoning Commission.

### **TRANSPORTATION IMPROVEMENTS**

#### **1. Road Improvements**

The parties agree that the following road improvements are necessary and shall be constructed by the Developer and/or Sub-Divider as outlined below.

##### **a. Dean Avenue**

- i. Dean Avenue shall be constructed as a collector road with a 100-foot right of way from North Cass Parkway south to the southern end of the proposed North Cass Plaza development, and with an 80-foot right-of-way thereafter.
- ii. Dean Avenue shall be constructed to the southern property line of each lot at the time the lot is developed.

- iii. A temporary cul-de-sac shall be installed for each phase of Dean Avenue that is constructed.
- iv. A permanent cul-de-sac shall be installed upon final platting and construction of a building on the southernmost lot of the development.

**b. North Cass Parkway**

- i. Improvements to North Cass Parkway shall be constructed as identified in the traffic study for the project, including the timing of when the improvements are necessary.

**c. Access road to Owen-Good Lift Station**

- ii. When Dean Avenue is extended to its southern terminus as part of this development an easement shall be provided by the Developer and/or Subdivider to allow the City to construct a gravel road to provide access from the Dean Avenue cul-de-sac south to the City of Raymore Owen-Good lift station.

**2. Pedestrian Improvements**

A five foot (5') sidewalk is required on both sides of Dean Avenue at the time the adjacent lot is developed.

**3. Traffic Control Improvements**

Traffic control improvements, which may include stop signs and/or traffic signal(s) shall be constructed and/or installed as identified in the traffic study for the project.

**SANITARY SEWER IMPROVEMENTS**

- 1. Sanitary sewer service shall be provided to each lot by the Developer and/or Sub-Divider. The line shall extend to the property line 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 Developer and/or 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 Developer and/or Sub-Divider agree 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 Developer and Sub-Divider agree to dedicate easements to the City in compliance with City standards for utility easements.

#### **WATER MAIN IMPROVEMENTS**

1. The development is located within the territorial area of the Cass County Public Water Supply District #10 and shall be served by the district.
2. All improvements to the water service system shall comply with the requirements of the Water District and with the requirements of the South Metro 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 Development Plan.
2. A final stormwater management plan is required to be submitted at the time building construction plans are submitted for all the land area contained within the final plat.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
4. Storm Water Quality BMP's shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.

#### **STREAM ASSESSMENT**

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. An assessment of the geomorphic subarea watershed applicable to the development shall be completed by the Developer. The assessment shall be reviewed by the City and must be approved prior to the approval of the Preliminary Development Plan.

3. The assessment shall identify stream enhancements or other improvements necessary to minimize or eliminate current and anticipated geomorphic deficiencies identified by the assessment. Phasing of these enhancements or other improvements can coincide with phasing of building construction on the property.
4. Stream enhancements or other improvements identified by the City as necessary for a particular phase of the development shall be installed and completed by the Developer and/or Sub-Divider prior to the issuance of any Certificate of Occupancy.

### **INDUSTRIAL BUILDING STANDARDS**

1. The design and appearance of buildings shall conform to the proposed elevations, attached and incorporated herein as Exhibit B.
2. The following building and design standards shall apply to the development:
  - a. **Exterior Building Materials**

Primary building materials shall be varied and consist of materials such as stucco, stone, concrete tilt walls and brick.
  - b. **Color**

A unified color scheme shall be established to tie building elements together, relate separate (freestanding) buildings, and enhance architectural form.
  - c. **Building Form**
    - i. Both vertical and horizontal articulation shall be used to break up building form.
    - ii. Design features such as articulated bases, columns, pilasters, and arches shall be used to articulate building facades.
    - iii. Buildings shall incorporate variations in parapet height.
    - iv. Architectural treatments and materials shall be uniform on all four sides of the building.

d. **Architectural Features**

- i. Architectural features such as canopies and awnings shall be used to enhance building entrances.
- ii. Windows shall be incorporated into front and side building elevations where office areas are provided.

**SIGNAGE**

1. Subdivision entrance markers are permitted for the development along Dean Avenue. A sign easement shall be provided for each proposed sign. Signs shall be in compliance with Chapter 435 of the Unified Development Code.
2. Building signs identifying tenants are permitted in accordance with Chapter 435 of the Unified Development Code.

**INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS**

1. Before the installation of any improvements or the issuance of building permits for a Platted Area, Developer and/or Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of building permits, Developer and/or Sub-Divider shall install all public improvements as shown on approved engineering plans of said platted areas.
3. The Developer and/or 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 sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.
4. The Developer and/or Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Developer and/or Sub-Divider hereby agree 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 Developer's and/or 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 Developer's and/or 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 Developer and/or 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 Developer and/or 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 Developer and/or Sub-Divider agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.

### **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, VanTrust Real Estate LLC. and Developer, Good-Otis LLC 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 VanTrust Real Estate LLC and/or Developer, Good-Otis LLC, 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 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 VanTrust Real Estate, LLC at:

VanTrust Real Estate, LLC.  
4900 Main Street, Suite 400  
Kansas City, MO 64112

If to Good-Otis LLC at:

Good-Otis LLC.  
Attn: Dave Otis  
1464 Techny Road  
Northbrook, IL 60062



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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

Attest:

\_\_\_\_\_  
Jean Woerner, 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: \_\_\_\_\_

\_\_\_\_\_  
Developer – Signature

\_\_\_\_\_  
Printed Name

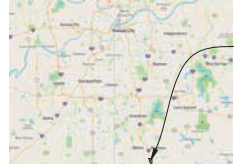
\_\_\_\_\_  
Developer – Signature

\_\_\_\_\_  
Printed Name

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

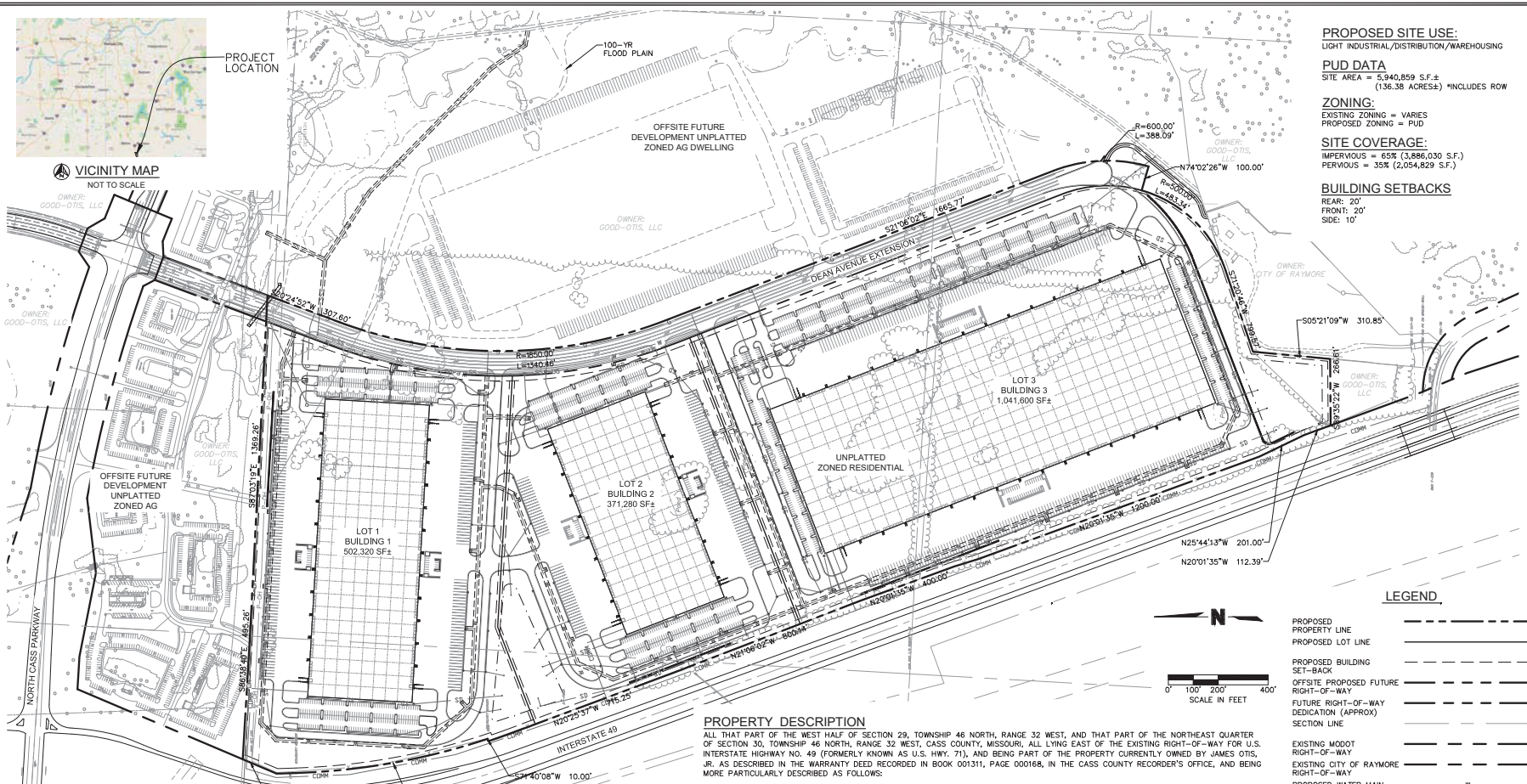
Stamp:

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



PROJECT LOCATION

VICINITY MAP  
 NOT TO SCALE



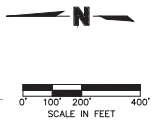
**PROPOSED SITE USE:**  
 LIGHT INDUSTRIAL/DISTRIBUTION/WAREHOUSING

**PUD DATA**  
 SITE AREA = 5,940,859 S.F.±  
 (136.38 ACRES) \*INCLUDES ROW

**ZONING:**  
 EXISTING ZONING = VARIES  
 PROPOSED ZONING = PUD

**SITE COVERAGE:**  
 IMPERVIOUS = 65% (3,866,030 S.F.)  
 PERVIOUS = 35% (2,054,829 S.F.)

**BUILDING SETBACKS**  
 REAR: 20'  
 FRONT: 20'  
 SIDE: 10'



**LEGEND**

PROPOSED LINE	---
PROPOSED LOT LINE	---
PROPOSED BUILDING SET-BACK	---
OFFSITE PROPOSED FUTURE RIGHT-OF-WAY	---
FUTURE RIGHT-OF-WAY DEDICATION (APPROX)	---
SECTION LINE	---
EXISTING MDDOT RIGHT-OF-WAY	---
EXISTING CITY OF RAYMORE RIGHT-OF-WAY	---
PROPOSED WATER MAIN	W
PROPOSED SANITARY MAIN	SS
PROPOSED COMMUNICATIONS	COMM
PROPOSED UNDERGROUND ELECTRIC & GAS LINE	P-U
PROPOSED TELEPHONE LINE	T
PROPOSED EASEMENT	---
PROPOSED RETAINING WALL	---
PROPOSED DETENTION BASIN	---
EXISTING OVERHEAD POWER	P-OH
EXISTING ELECTRICAL LINE	E
EXISTING SANITARY MAIN	SS
EXISTING EASEMENT	---
EXISTING FENCE	X
EXISTING CHAIN LINKED FENCE	---
EXISTING VEGETATION/TREE LINE	---
EXISTING WATER WAY/POND	---
PROPOSED FIRE HYDRANT	+

**PROPERTY DESCRIPTION**

ALL THAT PART OF THE WEST HALF OF SECTION 29, TOWNSHIP 46 NORTH, RANGE 32 WEST, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 32 WEST, CASS COUNTY, MISSOURI, ALL LYING EAST OF THE EXISTING RIGHT-OF-WAY FOR U.S. INTERSTATE HIGHWAY NO. 49 (FORMERLY KNOWN AS U.S. HWY. 71), AND BEING PART OF THE PROPERTY CURRENTLY OWNED BY JAMES OTIS, JR. AS DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 001311, PAGE 000168, IN THE CASS COUNTY RECORDER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 46 NORTH, RANGE 32 WEST; THENCE SOUTH 87 DEGREES 03 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29-148N-322W, A DISTANCE OF 1,369.26 FEET; THENCE SOUTH 20 DEGREES 24 MINUTES 52 SECONDS WEST, DEPARTING THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 307.60 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1,850.00 FEET, AND THROUGH A CENTRAL ANGLE OF 41 DEGREES 30 MINUTES 54 SECONDS, AN ARC LENGTH OF 1,340.46 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 21 DEGREES 06 MINUTES 02 SECONDS EAST, A DISTANCE OF 1,665.77 FEET, TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, AND THROUGH A CENTRAL ANGLE OF 37 DEGREES 03 MINUTES 36 SECONDS, AN ARC LENGTH OF 388.00 FEET, TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 74 DEGREES 02 MINUTES 26 SECONDS WEST, A DISTANCE OF 100.00 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY AND WESTERLY, ALONG A CURVE TO THE RIGHT, WHOSE INITIAL TANGENT BEARING IS SOUTH 15 DEGREES 57 MINUTES 34 SECONDS WEST, HAVING A RADIUS OF 500.00 FEET, AND THROUGH A CENTRAL ANGLE OF 55 DEGREES 23 MINUTES 12 SECONDS, AN ARC LENGTH OF 483.34 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 71 DEGREES 20 MINUTES 46 SECONDS WEST, A DISTANCE OF 344.72 FEET; THENCE SOUTH 05 DEGREES 21 MINUTES 09 SECONDS WEST, A DISTANCE OF 310.85 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 22 SECONDS WEST, A DISTANCE OF 286.61 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 49 (FORMERLY KNOWN AS U.S. HIGHWAY NO. 71), AS ESTABLISHED IN BOOK 3140 AT PAGE 32, AND AS DEPICTED ON THE HIGHWAY PLANS HAVING A PROJECT NUMBER OF F-71-4(9); THENCE NORTH 20 DEGREES 01 MINUTES 35 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 112.39 FEET; THENCE NORTH 25 DEGREES 44 MINUTES 13 SECONDS WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 201.00 FEET; THENCE NORTH 20 DEGREES 01 MINUTES 35 SECONDS WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,200.00 FEET; THENCE NORTH 17 DEGREES 09 MINUTES 50 SECONDS WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.12 FEET; THENCE NORTH 20 DEGREES 01 MINUTES 35 SECONDS WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET; THENCE NORTH 21 DEGREES 06 MINUTES 02 SECONDS WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 800.14 FEET; THENCE NORTH 20 DEGREES 25 MINUTES 37 SECONDS WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 715.25 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, WHOSE INITIAL TANGENT BEARING IS 20 DEGREES 43 SECONDS, A DISTANCE OF 81.07 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 49 (FORMERLY KNOWN AS U.S. HIGHWAY NO. 71), AS ESTABLISHED IN BOOK 3140 AT PAGE 32, AND AS DEPICTED ON THE HIGHWAY PLANS HAVING A JOB NUMBER OF J4P1709, DATED 05/02/2008; THENCE NORTH 71 DEGREES 40 MINUTES 08 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY AND NORTHERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, WHOSE INITIAL TANGENT BEARING IS NORTH 18 DEGREES 19 MINUTES 52 SECONDS WEST, HAVING A RADIUS OF 2,729.79 FEET, AND THROUGH A CENTRAL ANGLE OF 16 DEGREES 26 MINUTES 17 SECONDS, AN ARC LENGTH OF 783.17 FEET, TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 53 MINUTES 35 SECONDS WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 78.10 FEET; THENCE NORTH 22 DEGREES 58 MINUTES 31 SECONDS EAST, A DISTANCE OF 147.65 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30-146N-322W, A DISTANCE OF 495.26 FEET, TO THE POINT OF BEGINNING, CONTAINING 5,940,859 SQUARE FEET OR 136.3834 ACRES, MORE OR LESS.

**PARKING DATA**

LIGHT INDUSTRIAL/DISTRIBUTION	LOT SIZE	LOT SIZE	BUILDING SIZE <sup>1</sup>	REQUIRED PARKING <sup>2</sup>				PROVIDED		TOTALS
				AT OPENING	AT FULL FUTURE OCCUPANCY	AT FULL FUTURE OCCUPANCY	FUTURE ADD. TRAILER STORAGE			
BUILDING 1	1,653,634 SF±	37.96 AC±	502,320 SF±	197	404	414	168	582		
BUILDING 2	1,276,694 SF±	29.31 AC±	371,230 SF±	146	298	424	108	532		
BUILDING 3	2,641,523 SF±	60.64 AC±	1,041,600 SF±	407	836	872	233	1,105		
PUBLIC ROW:	369,008 SF±	8.47 AC±	---	---	---	---	---	---		
TOTALS:	5,940,859 SF±	136.38 AC±	1,915,150 SF±	750	1,538	1,710	509	2,219		

<sup>1</sup>BUILDING GSF.  
<sup>2</sup>25 OFFICE, 98% LIGHT INDUSTRIAL PLAN SHOWN REFLECTS FULL BUILD-OUT, SEE ALSO SHEETS C-2 & C-3.

<sup>3</sup>REQUIRED PARKING RATIOS:  
 OFFICE @ OPENING RATIO: 1:300 SF  
 OFFICE @ FULL FUTURE OCC RATIO: 1:300 SF  
 LIGHT INDUSTRIAL @ OPENING RATIO: 0.33:1,000 SF  
 LIGHT INDUSTRIAL @ FULL FUTURE OCC RATIO: 0.75:1,000 SF

DWG: F:\2019\001-1000\018-002\00-Design\AutoCAD\Preliminary\Sheet\001\018-002.dwg  
 DATE: Aug 13, 2019 7:58am  
 USER: jason  
 C:\p\018-002\00-Design\AutoCAD\Preliminary\Sheet\001\018-002.dwg  
 Y\_BASE: 80892 X\_BASE: 0189  
 X\_BASE: 0189 Y\_BASE: 80892  
 NOT FOR CONSTRUCTION  
 SHEET NAME: OVERALL PLAN (PRELIMINARY PLAT)  
 SHEET: C-1

**VanTrust**  
 REAL ESTATE

**OLSSON ASSOCIATES**  
 7201 W. 133rd Street, Suite 200  
 Overland Park, KS 66203-2120  
 TEL: 913.811.1770  
 FAX: 913.811.1174  
 www.olssonpa.com

**NOT FOR CONSTRUCTION**

REVISIONS:

REV. NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER: 0180292  
 SUBMITTAL DATE: AUGUST 12, 2019





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: February 25, 2019

SUBMITTED BY: Jim Mayberry

DEPARTMENT: Information Technology

<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**

Award of Contract - RAC Projector/Screen

**STRATEGIC PLAN GOAL/STRATEGY**

1.2.1 Create a physical environment that inspires a sense of pride

**FINANCIAL IMPACT**

Award To:	Kansas City Audio Visual
Amount of Request/Contract:	\$11,133.95
Amount Budgeted:	\$13,200
Funding Source/Account#:	45-00-8430-000 Project #322-501

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
03/25/2019	3/29/2019

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Kansas City Audio Visual Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This project will purchase and install a digital projector & screen for the Raymore Activity Center.

Staff issued a Request for Proposals and one completed proposal was submitted.  
Kansas City Audio Video \$11,133.95

Staff recommends Kansas City Audio Video following a review of the price submitted and reference/background checks.

**BILL 3438**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KANSAS CITY AUDIO VISUAL FOR THE PURCHASE AND INSTALLATION OF A PROJECTOR AND SCREEN FOR THE RAYMORE ACTIVITY CENTER IN THE AMOUNT OF \$11,133.95 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”**

**WHEREAS**, in accordance with the City of Raymore Purchasing policy City staff issued Request for Proposal 19-322-501 calling for the purchase and installation of a projector and screen for the Raymore Activity Center; and

**WHEREAS**, City staff recommends the purchase and installation from Kansas City Audio Visual.

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

Section 1. The City Manager is hereby directed to enter into an agreement, attached as Exhibit A, with Kansas City Audio Visual for the purchase and installation of the projector and screen for the Raymore Activity Center.

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

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

Section 4. 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 25TH DAY OF FEBRUARY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF MARCH, 2019, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature





CITY OF RAYMORE  
CONTRACT FOR SERVICES

**Raymore Activity Center Projector and Screen Video System**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this 11th day of March, 2019, between Kansas City Audio Visual, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 24570, 7535 Troost Ave., Kansas City, MO 64131, 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 March 11th, 2019 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 19-322-501 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 \$11,133.95.

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

## 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, tool, 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 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 to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor 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 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 type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site 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 his 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 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 25) if 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 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 e-mail. 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 e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

#### ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each 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 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 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: \_\_\_\_\_  
Jean Woerner, City Clerk

(SEAL)

**KANSAS CITY AUDIO VISUAL**

By: \_\_\_\_\_  


Title: \_\_\_\_\_  
Director of Sales

Attest: \_\_\_\_\_  






**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Feb. 25, 2019

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**

Res 19-13: request to extend expiration date of Alexander Creek Preliminary Plat

**STRATEGIC PLAN GOAL/STRATEGY**

3.3: Cultivate a climate for prosperous business growth and development

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Denial

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Request Letter  
Approved Preliminary Plat

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The revised Preliminary Plan for the Alexander Creek subdivision was approved in 2007. The current property owner was not the original developer of the subdivision, purchasing several unbuilt lots within the 2nd phase of the subdivision and the remaining undeveloped land in 2014.

Since the approval of the current Preliminary Plat in 2007, several changes have occurred within our City code that would not have applied to this particular property 11 years ago. Expiration of the existing Preliminary Plat would require any future development within the neighborhood to meet all of the current requirements within our City Code.

City staff continues to experience difficulty with the current property owner in addressing proper maintenance of undeveloped lots within the subdivision. The non-responsiveness of the current property with both City staff and existing residents within the neighborhood has made it difficult to address various issues within the existing development.

If the request for a one-year extension is granted, the new expiration of the existing Preliminary Plan would be February 26, 2020.

## RESOLUTION 19-13

**“A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE EXTENSION OF THE PRELIMINARY PLAN FOR ALEXANDER CREEK SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 46N, RANGE 32W, ALL IN RAYMORE, CASS COUNTY, MISSOURI.”**

**WHEREAS**, the revised Alexander Creek Preliminary Plan was approved by the Raymore City Council on February 26, 2007; and

**WHEREAS**, Section 470.130 (E) of the Unified Development Code requires that a Final Plat application be submitted for approval every two years from the date that the most recent final plat was approved; and

**WHEREAS**, on February 12, 2018, City Council extended the expiration date for Alexander Creek Preliminary Plan to February 26, 2019; and

**WHEREAS**, the developer of Alexander Creek is hereby requesting a one (1) year extension to the Preliminary Plan before a final plat is submitted for approval; and

**WHEREAS**, as required by Section 470.110 (C) (9), City Council has determined that the plan remains unchanged from its last acceptance.

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

Section 1. The Preliminary Plan for Alexander Creek is hereby extended for a period of one (1) year, with a new expiration date of February 26, 2020.

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 25TH DAY OF FEBRUARY, 2019 BY THE  
FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

# SALLEE

## DEVELOPMENT

Friday, February 8, 2019

City of Raymore  
100 Municipal Cir  
Raymore MO 64083

RE: Request for a one (1) year extension Alexander Creek

Dear Astrid:

We would like to request a one (1) year extension to the approved preliminary plat for Alexander Creek. The purpose of this request is to allow the developer a year to continue building on the growing success of the subdivision. Over the past year, we have been working to continue to build out the existing lot inventory and currently have (30) lots remaining in the current phase. At this time there are too many existing developed lots to consider developing another phase; however, it is anticipated the growth that was experienced this year will continue

Please feel free to contact me to discuss this request. You can reach me via email: [tyler@salleedevelopment.com](mailto:tyler@salleedevelopment.com) or by phone: (816) 582-8865

Sincerely,

R. Tyler Sallee  
Sallee Development

# PRELIMINARY PLAT P.U.D.

# ALEXANDER CREEK

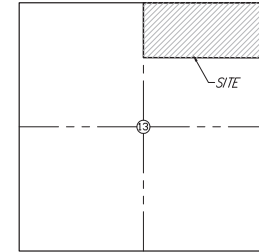
## A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI

100 0 100 100 Year Flood Plain is approximate.  
 1"=100'

Dwight Kubaly

Richard P. & Deborah M. Bolter

Alan J. & Shell J. Paul



**LOCATION MAP**  
 SEC. 13, TWP. 46, RGE. 32

171st Street

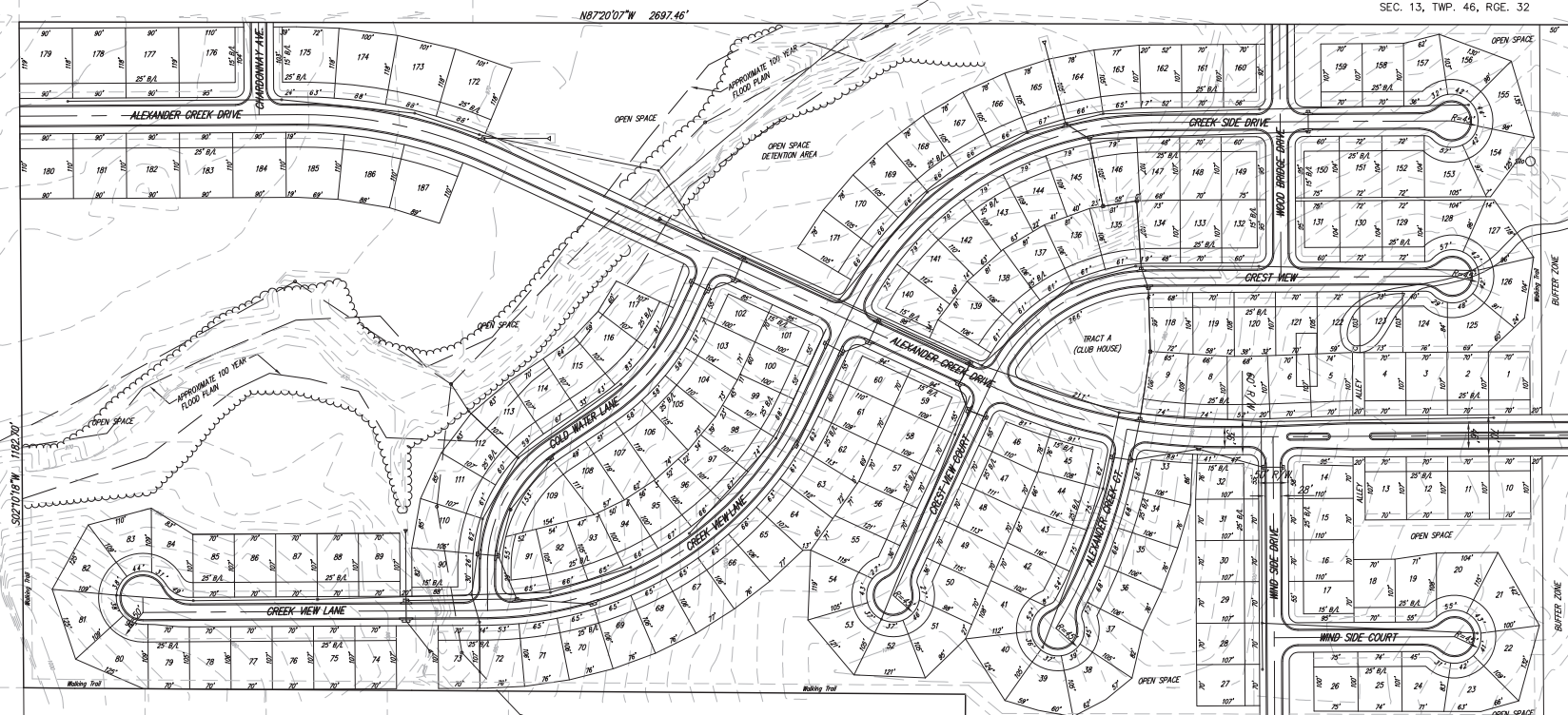
David Edward Scherer

Roger G. & Susan M. Brattin

Donald Heister

Ryanard & Rebecca S. Fleming

Dan W. & Rhonda L. Olson



Fulton Acres

Robbing Trail

Robbing Trail

Robbing Trail

Robbing Trail

General Provisions: **S8720'07"E 2697.46'**

- A. Gross area 73.2 acres.
- B. Density shall not exceed 3.0 dwelling units or a total of 215 dwelling units for the entire plan. No parcel or unit of the plan shall exceed a density of 3.0 units per acre for the individual parcel by more than twenty percent (20%).
- C. Building coverage shall not exceed 38% of the net area of the Planned Unit Development by individual parcel or total development.
- D. A minimum of 40% percent of the development plan shall be provided for common open space as defined by this Chapter.
- E. A minimum of fifty percent (50%) of the recreational facilities shall be constructed prior to the development of one-half (1/2) of the project and all recreational facilities shall be constructed by the time the project is seventy-five percent (75%) developed.
- F. Phasing of the development shall be as shown.
- G. Sanitary Sewer shall connect to the existing Interceptor Sewer.

TRACT	AREA	Duplex Lots 22 Lot Nos. 172-193	Single Family Lots 171	Total Units
A	0.72		171	215
TOTAL	0.72			

Legal Description:  
 The North 73.22 acres of the Northeast Quarter of Section 13, Township 46, Range 32, Cass County Missouri. Subject to easements, reservations and restrictions of record.

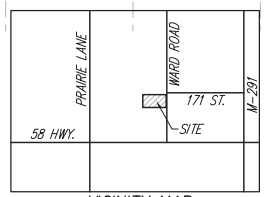
**OWNERS:**  
 Alexander Creek LLC.

**SURVEYOR:**  
 Huffman & Associates  
 6432 Clint Drive  
 Bellon, Mo. 64012  
 816-322-4030

Net Residential Development Area = 58.88 ac.  
 Right of Way Area = 14.24 ac.  
 Total Open Space = 23.62 ac.

Buffer area to be screened with berms & landscaping, trees, etc.

Sidewalks along Alexander Creek Drive shall be 5' in width both sides of street. The remaining streets shall have sidewalks 4' in width both sides of street.



**VICINITY MAP**

**HARRINGTON & CORTELYOU, INC.**  
 Consulting Engineers

911 Main St., Suite 1900, Kansas City, Missouri 64105  
 Phone: (816) 421-8386 Fax: (816) 471-8109  
 REVISED: March 5, 2005.

# Miscellaneous





THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, FEBRUARY 4, 2019, 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, KELLOGG, TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF MEMBERS.

Mayor Turnbow called the work session to order at 7:00 p.m. Councilmember Councilmember Kellogg entered the work session at 7:10 p.m. Abdelgawad absent.

A. Hoarding Report

Director of Development Services Jim Cadoret and Code Enforcement Officer Christian Neal provided an update on a hoarding situation that existed in Raymore and the compliance that has been met since the passage of the hoarding Ordinance in 2018. He reported successful outcomes with this necessary tool in assisting residents. Council discussion ensued.

B. Relocated Kentucky Road

City Manager Jim Feuerborn provided information on the remaining road work fund balance and three options for Council on this GO bond project. Since two of the options involve litigation and one option involves potential imminent domain, he advised Council of the necessity to enter into executive session following the conclusion of this work session for discussion.

C. OATS Bus Clarification

City Manager Jim Feuerborn asked for clarification from Council on the initial discussions during a previous work sessions on the intent of ridership eligibility for the Raymore sponsored OATS transportation service. After Council discussion, confirmation was provided that the ridership would be for Raymore residents only. Evaluations will be brought back to Council in 90 days for consideration of possible adjustments.

D. Amazon Delivery Vehicles

Councilmember Berendzen requested this topic be scheduled for discussion at work session. He has been contacted by constituents with concerns on the increase of unmarked delivery vehicles in Raymore. Staff was directed to research protocol in other cities regarding any requirements of signage on delivery vehicles, and contact 5-10 of the larger delivery services for their input.

E. Work Session Participation by Phone/Skype

Councilmember Barber requested this topic be scheduled for discussion at work session. He proposes this participation in the cases of emergencies for work sessions only. Staff advised that the City currently has technology to offer

electronic participation. After discussion, staff was directed to bring forth a Resolution to amend the Council Rules of Procedure for further debate and discussion at a regular meeting.

F. Other

City Manager Jim Feuerborn spoke to the recent passage of the legalization of medical marijuana and the pending guidelines which have yet to be released by the State. He asked Council's consensus to bring forth a Resolution to establish an administrative delay in amending the City Code regarding licensing and other actions necessary to implement City regulations and guidelines. Council provided consensus.

Mayor Turnbow called for a motion to adjourn the work session to Executive Session.

**MOTION:** By Councilmember Barber, second by Councilmember Holman adjourn the work session to Executive Session to discuss litigation and real estate matters as authorized by RSMo 610.021 (1) and (2).

**ROLL CALL VOTE:**

Councilmember Abdelgawad	Absent
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

The work session of the Raymore City Council adjourned at 8:16 p.m. to enter into Executive Session.