TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
NOVEMBER 14, 2023
REGULAR SESSION NO. 14
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

The meeting will be streamed live and can be accessed on the City's website at www.raytown.mo.us. In addition, a video recording of the meeting will be available within 48 hours on the City's website. For questions, contact City Clerk, Teresa Henry at (816) 737-6004 or thenry@raytown.mo.us.

Public comments can be made in-person by signing in before the meeting using the sign-in sheet available in the City Hall Council Chamber. To make public comments remotely, please use the Zoom Webinar ID and Passcode below and notify the Clerk, using the contact information above, of your intent to give a Public Comment remotely during the live online meeting, or send your Public Comments to the City Clerk at the email address above by 12:00 p.m. (noon) on November 14, 2023 so that your comments can be presented in writing to the Board of Aldermen during the Public Comments section of the meeting agenda. All Public Comments received will be kept on file in the City Clerk's office.

zoom.us/join
Webinar ID: 895 2964 3059
Passcode: 802780

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Public Comments

Comments from the Mayor
Comments from the City Administrator
Committee Reports

STUDY SESSION

TIF Update
Damon Hodges, City Administrator
Michael Graham, Finance Director

LEGISLATIVE SESSION

1. **CONSENT AGENDA**
All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

Minutes from the October 17, 2023 Board of Aldermen Meeting

R-3556-23: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH MDL TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED $120,480.00 FOR FISCAL YEAR 2023-2024. Point of Contact: Robert Kuehl, Police Chief.

R-3557-23: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH GLOBAL PUBLIC SAFETY FOR RECORDS MANAGEMENT SYSTEM ANNUAL MAINTENANCE SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED $55,000.00 FOR FISCAL YEAR 2023-2024. Point of Contact: Robert Kuehl, Police Chief.

R-3558-23: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED $35,386.32 FOR FISCAL YEAR 2023-2024. Point of Contact: Robert Kuehl, Police Chief.

R-3559-23: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH CENTRAL SALT, L.L.C. FOR THE PURCHASE OF ROAD SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN AN AMOUNT NOT TO EXCEED $70,000.00 FOR FISCAL YEAR 2023-2024. Point of Contact: Robinson Camp, Public Works Director.

R-3560-23: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MARTIN UNDERGROUND FOR SNOW REMOVAL SERVICES UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE AGREEMENT IN AN AMOUNT NOT TO EXCEED $75,000.00 FOR FISCAL YEAR 2023-2024. Point of Contact: Robinson Camp, Public Works Director.

R-3561-23: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH HARMON CONSTRUCTION, INC FOR PUBLIC IMPROVEMENTS RELATED TO THE CITY HALL COURT OFFICE IN AN AMOUNT NOT TO EXCEED $67,675.65. Point of Contact: Robinson Camp, Public Works Director.

R-3562-23: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND TROUTT BEEMAN & CO., P.C. FOR THE PERFORMANCE OF PROFESSIONAL AUDIT SERVICES IN AN AMOUNT NOT TO EXCEED $55,000.00. Point of Contact: Michael Graham, Finance Director.

NEW BUSINESS

2. Public Hearing: A public hearing to consider the Rezoning of a planned development on Hunter Court.

   2a. **FIRST READING: Bill No. 6647-23, Section XIII: AN ORDINANCE** APPROVING A REZONING FROM R-P-3, HIGH DENSITY RESIDENTIAL TO R-P-3, HIGH DENSITY RESIDENTIAL FOR THE PROPERTIES AT 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, AND 5831 HUNTER COURT, WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director.

3. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 10012 and 10016 E. Missouri 350 Highway.

   3a. **FIRST READING: Bill No. 6648-23, Section XIII: AN ORDINANCE** APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO LAARK INVESTMENTS, LLC., TO OPERATE A VEHICLE SALES, NEW OR USED, USE AT 10012 AND 10016 E. MISSOURI 350 HIGHWAY IN AN HC, HIGHWAY COMMERCIAL, DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director.

4. Public Hearing: A public hearing to consider a utility easement for property located at 8906 E. 67th Street.

   4a. **FIRST READING: Bill No. 6649-23, Section XIII: AN ORDINANCE** APPROVING THE VACATION OF A PLATTED 10-FOOT-WIDE UTILITY EASEMENT LOCATED UPON LOT 1 OF H & H COLOR LAB, AT 8906 E. 67TH STREET IN AN HC-350, HIGHWAY COMMERCIAL-350 HIGHWAY CORRIDOR OVERLAY DISTRICT, WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director.

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
OCTOBER 17, 2023
REGULAR SESSION NO. 13
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

Mayor Michael McDonough called the October 17, 2023, Board of Aldermen Regular meeting to order at 7:02 p.m. Herman Scales of Seed Of Faith International, provided the invocation and led the pledge of allegiance.

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Greg Walters, Alderman Ian Scott, Alderman Jim Aziere, Alderman Loretha Hayden, Alderman Ryan Myers, Alderman Janet Emerson, Alderman Theresa Garza, Alderman Bill Van Buskirk, Alderman Diane Krizek

Absent: Alderman Bonnaye Mims

Proclamations/Presentations

Mayor McDonough presented a proclamation recognizing World Polio Day 2023.

Public Comments

None

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

Damon Hodges, City Administrator, provided an update on the City's current projects and plans.

Committee Reports

Comments were made by Aldermen Hayden, Myers, Aziere, Van Buskirk.

STUDY SESSION

2022 Sales Tax Report Card Presentation
Michael Graham, Finance Director

Michael Graham, Finance Director, presented the item.

Alderman Mims joined the meeting at 7:20 p.m.

DRAFT

LEGISLATIVE SESSION

1. **CONSENT AGENDA**
   All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

   Minutes from the September 30, 2023 Board of Aldermen Special Session
   Minutes from the October 3, 2023 Board of Aldermen Meeting

   R-3551-23: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH MIDWEST ANIMAL RESQ FOR VETERINARY AND ADOPTION SERVICES IN EXCESS OF $50,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2022-2023. Point of Contact: Diane Egger, Community Development Director.

   Alderman Walters requested that R-3551-23 be removed from the Consent Agenda and become a separate item on the meeting agenda.

   Alderman Emerson, seconded by Alderman Krizek, made a motion to deny the request to remove R-3551-23 from the Consent Agenda. The motion was approved by a vote of 6-5.

   Ayes: Aldermen Emerson, Krizek, Mims, Hayden, Myers, McDonough
   Nays: Aldermen Van Buskirk, Scott, Aziere, Walters, Garza

   The request was denied and R-3551-23 remained on the Consent Agenda.

   Alderman Hayden, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 8-2.

   Ayes: Aldermen Hayden, Emerson, Mims, Scott, Krizek, Aziere, Myers, Garza
   Nays: Aldermen Van Buskirk, Walters

OLD BUSINESS

2. **SECOND READING: Bill 6646-23, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND THE CITY OF RAYTOWN, MISSOURI FOR SEWER SERVICE. Point of Contact: Damon Hodges, City Administrator.

The item was read by title only by Teresa Henry, City Clerk.

Damon Hodges, City Administrator, presented the item.

Alderman Myers, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Myers, Emerson, Krizek, Aziere, Scott, Mims, Van Buskirk, Walters, Garza, Hayden
Nays: None

Became Ordinance No. 5738-23.

DRAFT

NEW BUSINESS

3. **R-3552-23: A RESOLUTION** AUTHORIZING AND APPROVING THE ACCEPTANCE OF GRANT FUNDS FROM THE MISSOURI DEPARTMENT OF CONSERVATION IN THE AMOUNT OF $35,000.00 TO UPDATE THE PARKS TREE INVENTORY PROGRAM AND COMPLETE NEEDED TREE MAINTENANCE ON PARK PROPERTIES. Point of Contact: Dave Turner, Parks and Recreation Director.

The item was read by title only by Teresa Henry, City Clerk.

Dave Turner, Parks and Recreation Director, presented the item.

Alderman Myers, seconded by Alderman Garza, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Myers, Garza, Mims, Scott, Krizek, Emerson, Hayden, Van Buskirk, Walters, Aziere
Nays: None

4. **R-3553-23: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF ONE (1) 2023 FORD F-150 POLICE INTERCEPTOR FROM SHAWNEE MISSION FORD AND UPFITTING WITH 911 CUSTOM AND RATIFYING THE EXPENDITURE OF FUNDS FOR SUCH PURCHASE IN THE AMOUNT OF $62,000.00 AND AMENDING THE FISCAL YEAR 2022-2023 BUDGET. Point of Contact: Robert Kuehl, Police Chief.

The item was read by title only by Teresa Henry, City Clerk.

Captain Dyon Harper, of the Raytown Police Department, presented the item.

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Van Buskirk, Mims, Garza, Hayden, Myers, Emerson, Aziere, Scott, Walters, Krizek
Nays: None

5. **R-3554-23: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND T&B TRUCKING & EXCAVATING LLC FOR THE 83RD STREET STORMWATER PROJECT IN AN AMOUNT NOT TO EXCEED $456,937.00 AND AMENDING THE FISCAL YEAR 2022-2023 BUDGET**.** Point of Contact: Robinson Camp, Public Works Director.

The item was read by title only by Teresa Henry, City Clerk.

Robinson Camp, Public Works Director, presented the item.

Alderman Mims, seconded by Alderman Scott, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Scott, Emerson, Krizek, Aziere, Van Buskirk, Walters, Garza, Hayden, Myers
Nays: None

6. **R-3555-23: A RESOLUTION** APPROVING THE PURCHASE OF A GENERATOR FOR CITY HALL FROM CUMMINS INC. OFF THE SOURCEWELL PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED $169,218.50 AND AMENDING THE FISCAL YEAR 2022-2023 BUDGET. Point of Contact: Robinson Camp, Public Works Director.

The item was read by title only by Teresa Henry, City Clerk.

DRAFT

Stephanie Boyce, Public Works Deputy Director, presented the item.

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Van Buskirk, Mims, Scott, Krizek, Hayden, Emerson, Aziere, Walters, Garza, Myers
Nays: None

ADJOURNMENT

Alderman Myers, seconded by Alderman Hayden, made a motion to adjourn.
The motion was approved by a majority of those present.

The meeting was adjourned at 7:58 p.m.

_____
Teresa M. Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/25/2023

MEETING DATE: November 14, 2023

SUBMITTED BY: **DEPARTMENT: Police Department**

Document Type: Resolution Purchase

SUBJECT/REQUEST

Approve spending for the Police Department's IT Managed Services with MDL Technology.

BACKGROUND/JUSTIFICATION

The Police Department's use and dependence on technology has grown exponentially over the past decade. This increase is due to changes in the law enforcement industry itself, as well as increased reliance on IT systems for conducting day to day business. These IT systems are critical to the function of the Police Department.

In May 2021, the Department broadcast a request for proposal for IT Managed Services. At the conclusion of the selection process, MDL Technology was chosen as the Managed Services provider for the Police Department with the approval of the Board of Alderman. In November 2021, a contract was signed with MDL guaranteeing the agreed upon service rates for three years. MDL Technology bills monthly at $10,040.00 and the total cost for managed services in FY24 will be $120,480.00. FY24 is the final year of the existing contract.

The Police Department's FY2024 budget includes appropriations for managed services.

RECOMMENDED MOTION

Approval of spending with MDL Technology for IT Managed Services with available budgeted funds

PREVIOUS ACTION

Approval for spending on Managed Services is presented to the Board of Aldermen annually.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	MDL Technology

Amount of Request/Contract:	$120,480.00
Amount Budgeted:	$121,000.00
From Account Name and #:	Amount: Budgeted under IT General, 101-32-00-100-53644
To Account Name and #:	Amount:

REVIEWED BY

Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso PD Managed Services MDL 2023-2024
2. MDL Monthly Rates

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:	x	MDL Monthly Rates

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH MDL TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED $120,480.00 FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Raytown, Missouri, (the "City") issued a Request for Proposal for the procurement of information technology-related services for the Police Department in 2021; and

WHEREAS, pursuant to Resolution No. R-3412-21, the City entered into an agreement with MDL Technology, LLC for information technology-related services for the Police Department on November 9, 2021; and

WHEREAS, the purchasing policy adopted by the City requires that any expenditure of funds with a single vendor in excess of $30,000.00 annually be approved by the Board of Aldermen; and

WHEREAS, the City anticipates spending in excess of $30,000.00 on information technology-related services associated with Police Department; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the expenditure of funds with MDL Technology, LLC to perform information technology-related services for the Police Department for fiscal year 2023-2024 in an amount not to exceed $120,480.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the expenditure of funds with MDL Technology, LLC to perform information technology-related services for the Police Department for fiscal year 2023-2024 in an amount not to exceed $120,480.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is authorized to execute all agreements or documents necessary to approve the expenditure of funds authorized herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 14th day of November, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Managed Services Agreement

Service Rates

Labor	Rate
Remote PC Management/Help Desk 24x7x365	INCLUDED
Remote Printer Management 24x7x365	INCLUDED
Remote Network Management 24x7x365	INCLUDED
Remote Server Management 24x7x365	INCLUDED
24x7x365 Network Monitoring	INCLUDED
Onsite Labor 8am-5pm M-F	INCLUDED
Onsite Labor All Other Times	INCLUDED

Covered Equipment

Monitored Workstations:.....73
Monitored Servers:.....12
Monitored Printers:.....
Monitored Network Devices:.....

MDL
TECHNOLOGY, LLC

Budget and Estimated Pricing - Non Capital Expenditures

Managed Services Platinum Plan for Workstations • Unlimited Remote Helpdesk support 8-5 M-F • Unlimited On-Site Support • Patch management of Microsoft operating systems and applications, Firefox, Chrome, Java, Adobe Products • Webroot Endpoint Protection with real-time weekly scheduled system scans • Vendor management • Asset tracking and inventory • After-hours support • One-hour response time for emergency repairs • Customer service tracking and reporting • Online access to ticketing portal • Emergency response to major system outages and failures • Monthly system health reports • Monitoring of critical system components • Strategic planning 73 Client Devices @ $80 per device	$5,840 per month
Managed Services Platinum Plan for Servers • Unlimited remote server support • Unlimited On-Site Support • Patch management of Microsoft operating systems and applications, Firefox, Chrome, Java, Adobe Products • Webroot Endpoint Protection with real-time and weekly scheduled system scans • Vendor management • Asset tracking and inventory • After-hours support • One-hour response time for emergency repairs • 24 X 7 monitoring for critical system and hardware failures • Emergency response to major system outages and failures • Monthly system health reports • Strategic planning • Data backup management with offsite replication 12 Servers @ $350 per device	$4,200 per month
Total Monthly Managed Services Cost for three years	$10,040 per month

1801 McGee, Suite 101, Kansas City, MO 64108 816.781.3006 *phone* 816.303.0733 *fax*
www.mdltechnology.com

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/25/2023

MEETING DATE: November 14, 2023

SUBMITTED BY: **DEPARTMENT: Police Department**

Document Type: Resolution Purchase

SUBJECT/REQUEST

Approve spending with Global Public Safety for Records Management System Annual Maintenance Support

BACKGROUND/JUSTIFICATION

Global Public Safety is the Records Management System, Jail Management and Computer Aided Dispatch system vendor that the Police Department has used since 2005.

In December 2022, the Board of Alderman approved a seven year agreement with Global Public Safety that allowed the Police Department to transition to Global Public Safety's newest software solution, Tac. 10. The agreement included a locked in rate of $55,000.00 for annual maintenance and support for the seven-year term running from 2023 through 2029. At the end of the term, the Department is under no obligation to continue with the product. This is a reoccurring annual expense and budgeted item.

This support plan is critical to the Department's function as these systems directly affect how we respond to calls and investigate crimes. Our Records Management System also supplies our mandatory MIBRS tracking (Missouri Incident-Based Reporting System), which is used by the state to gather statistical information to report in NIBRS (National Incident-Based Reporting System).

RECOMMENDED MOTION

Approve spending with Global Public Safety for annual maintenance and support agreement

PREVIOUS ACTION

This is a reoccurring expense brought to the board annually.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Global Public Safety
Amount of Request/Contract:	$55,000.00
Amount Budgeted:	$55,000.00
From Account Name and #:	Amount: Budgeted Item under IT General 101-32-00-100-53644
To Account Name and #:	Amount:

REVIEWED BY

Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Global Public Safety 2023-2024

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

RESOLUTION NO.: R-3557-23

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH GLOBAL PUBLIC SAFETY FOR RECORDS MANAGEMENT SYSTEM ANNUAL MAINTENANCE SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED $55,000.00 FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Raytown utilizes records management and computer-aided dispatch systems which is necessary for response to calls and investigation of crimes; and

WHEREAS, pursuant to Resolution R-3492-22, the City entered into an agreement with Global Public Safety for annual maintenance support services on December 20, 2022; and

WHEREAS, the purchasing policy adopted by the City requires that any expenditure of funds with a single vendor in excess of $30,000.00 annually be approved by the Board of Aldermen; and

WHEREAS, the City anticipates spending in excess of $30,000.00 on records management systems annual maintenance support services within the police department; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the expenditure of funds with Global Public Safety records management systems annual maintenance support services in an amount not to exceed $55,000.00 for fiscal year 2023-2024.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the expenditure of funds with Global Public Safety records management systems annual maintenance support services in an amount not to exceed $55,000.00 for fiscal year 2023-2024 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 14th day of November, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/10/2023

MEETING DATE: November 14, 2023

SUBMITTED BY: **DEPARTMENT: Police Department**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Approval of Annual Motorola Maintenance Agreement

BACKGROUND/JUSTIFICATION

The Police Department utilizes the Motorola Radio System to maintain communications between officers and dispatch as well as to communicate with other agencies. The Department has maintained an annual service agreement to protect the radio console equipment and provide necessary software security updates since 2012. Frequent software updates are required to remain in compliance with MARRS, Metropolitan Area Regional Radio System, regulations to maintain interoperability between regional agencies.

The service agreement ensures that in the event of equipment or software failure Motorola will cover the cost of repair. The expense of the maintenance agreement is a budgeted reoccurring annual expense and the FY24 expense to renew support is $35,386.32.

RECOMMENDED MOTION

Approval of Motorola expense of $35,386.32 and maintenance agreement

PREVIOUS ACTION

This is a budgeted reoccurring annual expense.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

	Motorola
Amount of Request/Contract:	$35,386.32
Amount Budgeted:	$40,835.00

From Account Name and #:	Amount: Repairs and Maintenance, 101-32-00-100-52300
To Account Name and #:	Amount:

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Motorola Maintenance Agreement 2023-2024
2. Motorola Service Agreement
3. Sole Source Letter

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:	X	Motorola Service Agreement & Sole Source

RESOLUTION NO.: R-3558-23

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED $35,836.32 FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Raytown utilizes Motorola Solutions, Inc. for maintenance and purchasing of parts and supplies for radio equipment; and

WHEREAS, the City of Raytown in adoption of its purchasing policy has required Board of Aldermen approval for purchases in which the cumulative value with a single vendor exceeds $30,000.00 during the fiscal year; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has further approved the practice of purchasing goods and services from sole source vendors without competitive bid; and

WHEREAS, the cost of the utilization of Motorola Solutions, Inc. is anticipated to exceed $30,000.00 in fiscal year 2023-2024; therefore, Board of Aldermen approval is required; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve a maintenance contract with Motorola Solutions, Inc. for maintenance and purchasing of parts and supplies for fiscal year 2023-2024 in an amount not to exceed $35,836.32

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the maintenance contract with Motorola Solutions, Inc. as a sole source vendor for maintenance and purchasing of parts and supplies in an amount not to exceed $35,836.32 for fiscal year 2023-2024 is hereby authorized and approved; and

FURTHER THAT the City Administrator is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 14th day of November, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2221656
Contract Number: USC000005498
Contract Modifier: R03-JUL-23 16:38:27

Date:07/03/2023

Company Name:	RAYTOWN, CITY OF
Attn:	
Billing Address:	10000 E 59TH ST
City, State, Zip:	RAYTOWN , MO, 64133
Customer Contact:	Candice Schwerz
Phone:	816-737-6178

Required P.O. :	
PO # :	
Customer # :	1000437823
Bill to Tag # :	
Contract Start Date :	01-Nov-2023
Contract End Date :	31-Oct-2024
Payment Cycle :	ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$9,691.47
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$654.83
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	$19,073.89
	SVC02SVC0072A	LOCAL TECHNICAL SUPPORT	$6,416.13

Subtotal - Recurring Services	$2,986.36	$35,836.32
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$35,836.32

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2221656
Contract Number: USC000005498
Contract Modifier: R03-JUL-23 16:38:27

Cyber Services / Opt-In Acknowledgement Section:

Note: *This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.*

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	X	☐	#_____
Remote Security Update Service (RSUS)	X	☐	#_____
Managed Detection and Response (MDR)	X	☐	#_____

*** Service Opt-out - I have received a briefing on this service and choose not to subscribe.**

**** If Selecting "Not Applicable", please consider the following, and enter reason code:**

1 ----- Infrastructure / Product / Release Not Supported

2 ----- Tenant or User Restrictions

3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE

CUSTOMER (PRINT NAME)

Keith Antoff | Senior Customer Service Manager | 10/13/2023

MOTOROLA REPRESENTATIVE(SIGNATURE) | TITLE | DATE

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Keith Antoff	816-518-0129
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name :	RAYTOWN, CITY OF
Contract Number :	USC000005498
Contract Modifier :	R03-JUL-23 16:38:27
Contract Start Date :	01-Nov-2023
Contract End Date :	31-Oct-2024

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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(888) 325-9336

Quote Number : QUOTE-2221656
Contract Number: USC000005498
Contract Modifier: R03-JUL-23 16:38:27

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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Quote Number : QUOTE-2221656
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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

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Quote Number : QUOTE-2221656
Contract Number: USC000005498
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2221656
Contract Number: USC000005498
Contract Modifier: R03-JUL-23 16:38:27

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Motorola Solutions
500 West Monroe
Chicago, IL 50661

October 20, 2023

Raytown Police Department
10000 E. 59th Street
Raytown, MO 64133

Dear Sandon Curnett,

Motorola Solutions, Inc. is the leader in communications systems for the Government and Public Safety market. The Metropolitan Area Regional Radio Management Council, through a competitive procurement process, selected Motorola Solutions to construct a ASTRO P25 system; The Metropolitan Area Radio System (MARRS) for regional and state interoperable mission-critical, public safety communications. Motorola Solutions manufacture, maintain and support ASTRO IV/D systems which include proprietary features, hardware and software components, and commercially available products, combined to produce premier communication capabilities.

Motorola Solutions is the Sole Source provider for Motorola ASTRO IV/D system infrastructure, hardware, software and ASTRO IV/D system expansion. Motorola Solutions is the sole developer, manufacturer, authorized support/upgrade provider and distributor and sells directly to State and Local Accounts of Motorola ASTRO IV/D infrastructure customers. By nature of the complex proprietary features, hardware and software components, as well as the overall system design, Motorola Solutions provides sales and service directly to Raytown Police Department, State and Local Accounts thru Motorola Solutions. This will allow Raytown Police Department to protect their system investment by using only factory certified features, infrastructure components, engineering and ASTRO IV/D add-on services and products. The services being procured have been designed to limit network failures and improve response times in which such events occur. A System Upgrade Plan has also been included to keep your investment current with the latest software patches and antivirus software.

If you have any questions, do not hesitate to contact me directly, (keith.antoff@motorolasolutions.com or 816-518-0129. We look forward to continuing to provide you with the best-in-class hardware, software and services.

Sincerely,

Motorola Solutions inc.

Keith Antoff

Keith Antoff
Senior Customer Service Manager

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/01/2023

MEETING DATE: November 14, 2023

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Purchase

SUBJECT/REQUEST

BACKGROUND/JUSTIFICATION

On September 5, 2023, the Board of Alderman entered into a contract with Central Salt, LLC. to purchase salt for the 2023-2024 snow season. The Public Works Department is bringing this contract before you to approve salt purchases for the 2023-2024 budget.

The Public Works Department plans not to exceed the snow treatment process of $100,000.00 in FY 2023-2024. The minimum purchase is 700 tons of salt at an amount of $42,665.00 at a unit price of $60.95 per ton

FY 2018 - 2019	$50,835.40
FY 2019 - 2020	$108,518.31
FY 2020 - 2021	$74,291.00
FY 2021 - 2022	$90,211.00
FY 2022 - 2023	$30,776.32

RECOMMENDED MOTION

Approve the purchase of road salt from Central Salt, L.L.C. not to exceed $70,000.00

PREVIOUS ACTION

Board of Alderman approved contract with Central Salt on September 5, 2023.

COMMISSION/COMMITTEE REVIEW

The Sales Tax Oversite Committee approved the purchase on November 6, 2023.

FINANCIAL IMPACT

Contractor:	Central Salt, LLC
Amount of Request/Contract:	Not to exceed the budgeted amount of $70,000.00
Amount Budgeted:	$100,000.00
Account Name and #:	Transportation Sales Tax Fund - Repairs & Maintenance 204-62-00-100-52300

REVIEWED BY

Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Salt Purchase 2023-2024
2. R-3537-23 Central Salt Agreement

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH CENTRAL SALT, L.L.C. FOR THE PURCHASE OF ROAD SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN AN AMOUNT NOT TO EXCEED $70,000.00 FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Raytown utilizes road salt to treat road and bridges within the City in inclement weather; and

WHEREAS, pursuant to Resolution R-3537-23, the City entered into an agreement with Central Salt, L.L.C. to purchase road salt in the amount of $60.95 per ton; and

WHEREAS, the purchasing policy adopt by the City required that any expenditure of funds with a single vendor in excess of $30,000.00 annually be approved by the Board of Aldermen; and

WHEREAS, the City anticipates spending in excess of $30,000.00 on road salt for the purpose of treating road and bridges in inclement weather; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the expenditure of funds with Central Salt L.L.C. for the purchase of road salt for the purpose of treating roads and bridges in inclement weather within the City for fiscal year 2023-2024 in an amount not to exceed $70,000.00.

.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the expenditure of funds with Central Salt L.L.C. for the purchase of road salt for the purpose of treating roads and bridges in inclement weather within the City for fiscal year 2023-2024 in an amount not to exceed $70,000.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 14th day of November, 2023

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

RESOLUTION NO.: R-3537-23

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH CENTRAL SALT, L.L.C. FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER

WHEREAS, the City of Raytown (the "City") issued an invitation to bid on its 2023-2024 Road Salt to treat roads and bridges within the City in inclement weather; and

WHEREAS, the Public Works Department received two (2) bids in response to the invitation and has determined that the bid submitted by Central Salt, L.L.C. in the amount of $60.95 per ton was the most advantageous bid received; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve an agreement to purchase salt from Central Salt, L.LC. in the amount of $60.95 per ton;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Board of Aldermen find it is in the best interest of the City to authorize and approve an agreement to purchase salt from Central Salt, L.L.C. in the amount of $60.95 per ton; and

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of September, 2023.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/08/2023

MEETING DATE: November 14, 2023

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Authorize and approve entering into an agreement with Martin Underground for snow removal services utilizing the Lee's Summit, MO. contract with the cooperative purchasing endorsement in an amount not to exceed $75,000.00.

BACKGROUND/JUSTIFICATION

The ongoing economic conditions and competitive job market have left Public Works and other industries struggling to fill positions. Staff has spent many months trying to bring our staffing levels up to the desired level to complete our normal workload and be prepared for the upcoming snow season with limited success. Staff worked to find alternative solutions to help offset the shortage and allow Public works the ability to continue to provide a level of service that would meet the needs of the motoring public and our residents. In the past years, Public Works has contracted snow removal by using an existing contract (Contract No. 2020-016/4R) that was bid by the City of Lee's Summit in 2020 and renewed for the fourth time this year. The Lee's Summit contract 2020-016/4R was awarded and executed to Martin Underground (a company located in Raytown) for emergency snow control services by Lee's Summit in September 2023.

It is the intent of staff to utilize Martin Underground to work various snow sections as an integrated part of the operation under the direct control of the shift supervisors and the Superintendent.

RECOMMENDED MOTION

Staff recommends approval as submitted per approval of the Sales Tax Oversite Committee

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Martin Underground
Amount of Request/Contract:	$75,000.00
Amount Budgeted:	$75,000.00
From Account Name and #:	Transportation Sales Tax Fund - Contract Services 204-62-00-100-53999

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Martin Underground-Snow Removal Services 2023-2024
2. Martin Underground Contract
3. Martin Underground Lee's Summit Bid Packet

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		N / A
E-Verify Affidavits:		N / A
E-Verify proof of enrollment:		N / A
Bond:		N / A
IRS Form W-9:		On File
Bid/RFP/RFQ: (submit all)	X	
Bid/RFP/RFQ Tabulation:		N / A
Bid Waiver: Sole source or less than three bids		N / A
Contractor address and email:	X	
Project Exemption Certificate needed:		N / A
Other:	X	Contract

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MARTIN UNDERGROUND FOR SNOW REMOVAL SERVICES UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE AGREEMENT IN AN AMOUNT NOT TO EXCEED $75,000.00 FOR FISCAL YEAR 2023-2024

WHEREAS, the City is desirous of augmenting its snow removal program; and

WHEREAS, pursuant to Section 2.1 and 7 of the City's purchasing policy, the City wishes to utilize the City of Lee's Summit, Missouri's cooperative agreement (2020-017/3R) was awarded to Martin Underground in September 2023; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an agreement with Martin Underground for snow removal services utilizing the City of Lee's Summit, Missouri Cooperative agreement in an amount not to exceed $75,000.00 for fiscal year 2023-2024.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT an agreement with Martin Underground for snow removal services utilizing the City of Lee's Summit, Missouri Cooperative agreement in an amount not to exceed $75,000.00 for fiscal year 2023-2024 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary and to take any and all actions necessary to effectuate the terms of the contract and the City Clerk is authorized to attest to the same.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 14th day of November, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Contract for Services

This Agreement made this 10 day of October 2023 by and between **Martin Underground** hereinafter called the "Contractor", and the City of Raytown, Missouri, hereinafter called the "City".

WHEREAS, the City is desirous of augmenting its snow removal program; and

WHEREAS, pursuant to Section 2.1 and 7 of the City's purchasing policy, the City wishes to utilize the City of Lee's Summit, Missouri's cooperative purchasing program for snow removal with Contractor; and

WHEREAS, the City of Lee's Summit bid for snow removal services and Contractor was the lowest responsible bidder; and

WHEREAS, Contractor has agreed to cooperative purchasing under the Lee's Summit contract and will provide the same services under the same prices and terms to the City; and

WHEREAS, Contractor agrees to perform snow removal work within the City's boundaries per the attached map; and

WHEREAS, the Contractor is desirous of providing such service on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1. SCOPE OF THE WORK
The Contractor shall furnish all the materials and equipment necessary to provide emergency snow removal in accordance with the Lee's Summit #2020-017 (Exhibit A) Section 3.0. The primary focus will be on the Northeast section of the city as depicted on page 3 of this document, additional areas or work may be assigned depending on needs of the City.

ARTICLE 2. CONDITIONS AND TERMS OF EMERGENCY SNOW REMOVAL
It is the intent of the City to utilize the Contractor for emergency snow removal for the 2023/2024 snow removal season. The utilization will include plowing and treating with road salt (provided by the City) in accordance with Exhibit A, Section 3.0 through 3.5.2

ARTICLE 3. THE CONTRACT PRICE
The unit pricing for vehicle and driver has been established in Exhibit A Section 4.0

The City will remit payment monthly upon receipt and review of the invoice and time logs provided by the Contractor.

ARTICLE 4. COMPLIANCE WITH LAWS AND APPLICABLE REGULATIONS.
The Contractor shall be licensed and legally authorized to do business in the State of Missouri and the City of Raytown, Missouri and shall obey all laws, ordinances, rules and regulations of the United States Government, State of Missouri, County of Jackson and City of Raytown, Missouri. See Exhibit A Section 2.4

ARTICLE 5. VEHICLES AND DRIVERS
Contractor shall use properly licensed vehicles with the name of the Contractor and phone number painted on each vehicle used in the area to be serviced hereunder. The Contractor shall keep said vehicles neat in appearance throughout the term of this Contract. All questions regarding any damages should be directed to Contractor at (816) 679-3585 or email jeff@martinunderground.com

ARTICLE 6. CITY RESPONSIBILITY
The City shall be responsible for providing road salt as needed for the treatment of the streets assigned to Contractor for clearing. The salt will be distributed as directed at the rate and timing prescribed by the City. Salt will be loaded at 6417 Railroad Street, Raytown, MO. 64133. Shift change will be 6AM and 6PM. All other conditions of Exhibit A Section 3.4 apply.

ARTICLE 7. GENERAL PROVISIONS

1. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
2. Contractor may at its discretion engage subcontractors as required to perform work herein, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
3. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
4. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
5. In the event City shall fail to pay any periodic or installment payment due herewith, Contractor may cease work without breach pending payment or resolution of any dispute.
6. The City guarantees no minimum usage or payment to the Contractor other than prescribed in Exhibit A Section 4.0

ARTICLE 8. PRIMARY CONTACTS

Contractor: Martin Underground
Scottie Lamaster
5401 Raytown Road, Raytown, MO 64133
Phone Number: (816) 679-3585

City: City of Raytown, Missouri
10000 East 59th Street
Raytown, MO 64133
Contact Person: Mathias Lwomeleza
Contact Phone: 816-839-8660
Contact Email: mathiasl@raytown.mo.us
Billing Contact: Jonda Demarco
Contact phone: 816-737-6012

Signed this 10 day of October, 2023

Signed in the presence of:

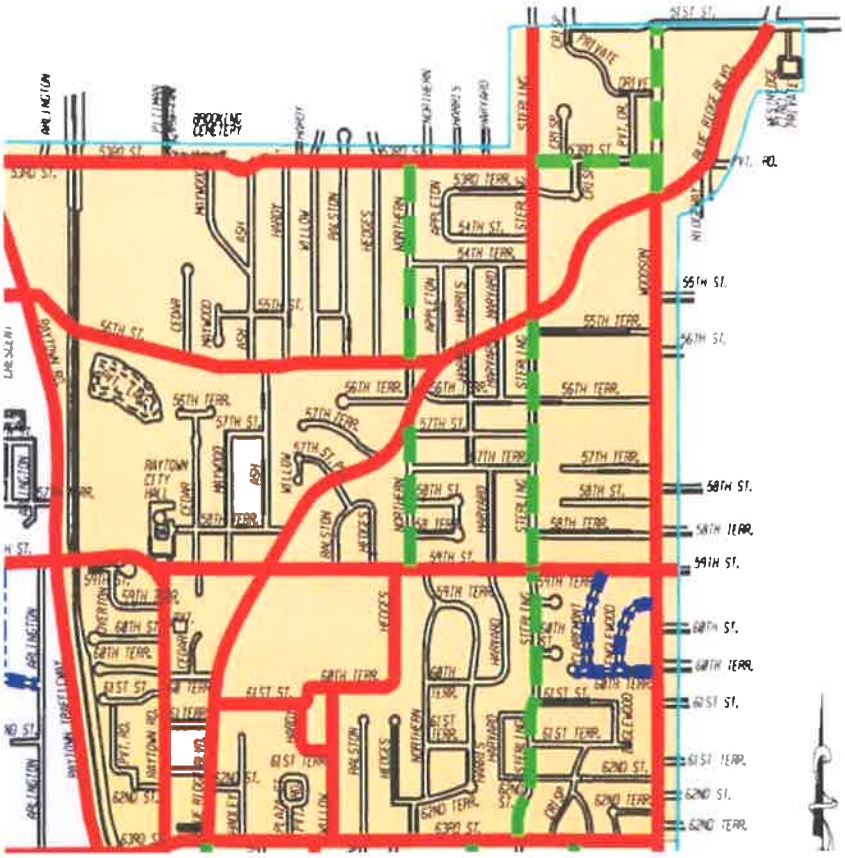
Witness

Martin Underground
Federal ID # 26-2070468
BY: (816)-679-3585

Witness

City of Raytown, Missouri
By: Damon Hodges
Title: City Administrator

City of Raytown Map



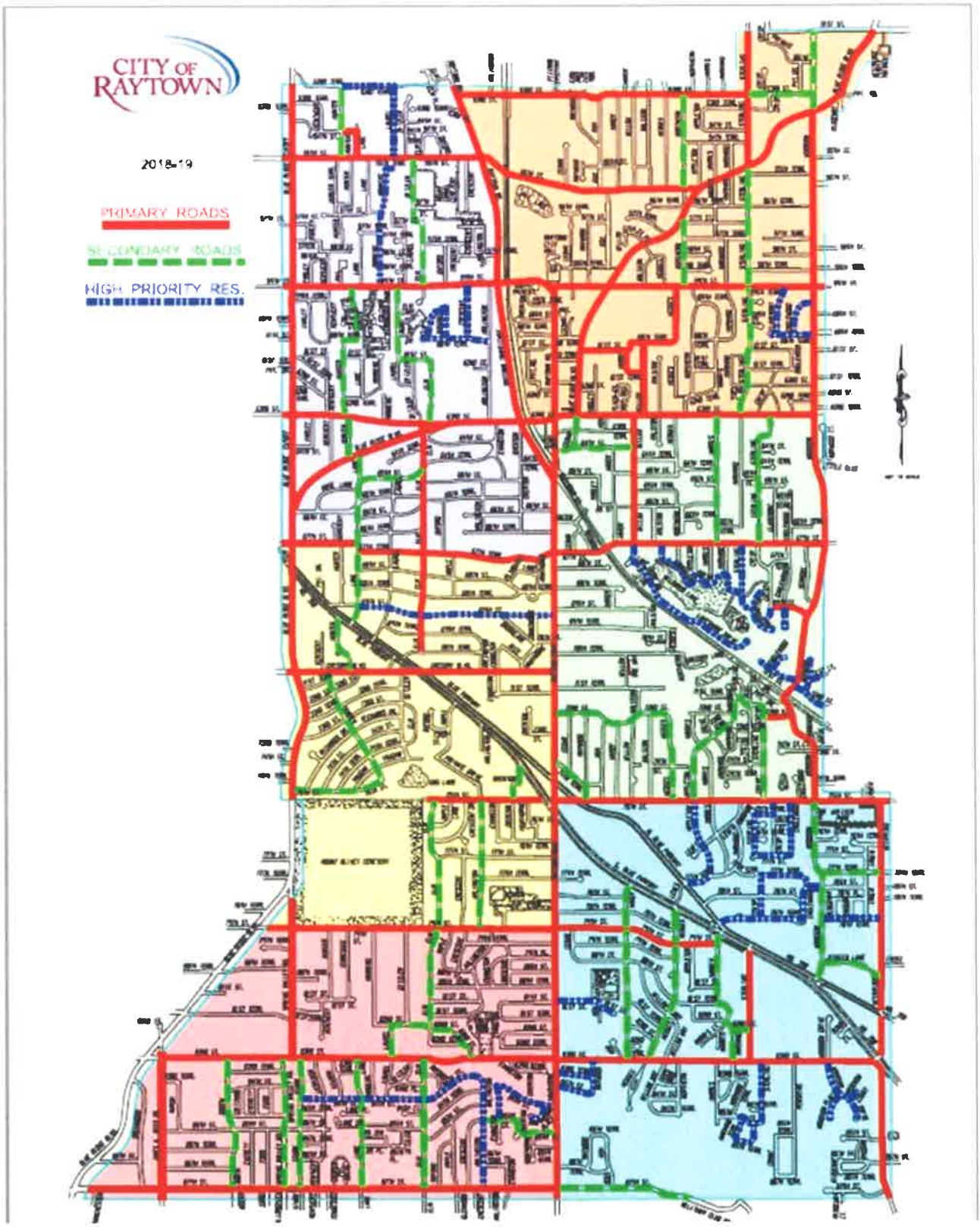

CITY OF RAYTOWN
2018-19
PRIMARY ROADS
SECONDARY ROADS
HIGH PRIORITY RES.

EXHIBIT A

Lee's Summit – Emergency Snow Control Services
Bid # 2020-017.
RENEWAL 2020-017/4R

(see attached)

LEE'S SUMMIT
MISSOURI

INTEROFFICE MEMORANDUM

CONTRACT DOCUMENT

DATE: September 28, 2023

TO: Key Purchasing Personnel

FROM: Procurement and Contract Services

RE: Parking Lot and Sidewalk Snow Removal Services
Bid # 2020-016/4R

Vendor	Martin Underground Construction Inc. 606 NW Dunlap Lee's Summit, MO 64063
Phone & Fax	816-830-4305 (office) 816-278-9455 (fax)
Contact Person	Jeff Martin
Ordering Instructions	○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued. ○ Requisition must include each item as a separate line item. ○ Invoices will be paid against Lawson System Receiver and Purchase Order.
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	November 14, 2023 to November 13, 2024

cc: Bid File- Original memo
Intranet

LEE'S SUMMIT
MISSOURI

NOTICE TO PROCEED-RENEWAL

September 28, 2023

Martin Underground Construction Services, Inc.
Jeff Martin
606 NW Dunlap St
Lee's Summit, MO 64063

Re: Renewal of Yearly Contract for Parking Lot and Sidewalk Snow Removal Services
Bid #2020-016/4R

Dear Mr. Martin:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be November 14, 2023 to November 13, 2024. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

DeeDee Tschirhart
DeeDee Tschirhart, CPPB
Senior Procurement Officer

cc: Bid file
Accounts Payable

LEE'S SUMMIT
MISSOURI

BID # 2020-016
RENEWAL 2020-016/4R

THIS RENEWAL CONTRACT, made this 28th day of September 2023, is herein called Yearly Contract for Parking Lot and Sidewalk Snow Removal Services between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Martin Underground Construction, Inc., (hereinafter "Supplier").

WHEREAS, City has caused to be prepared, an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications, for Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 30th day of August 2019, file with City his Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.

2. The Supplier's response to Bid No. 2020-016 is hereby incorporated by reference as if fully set forth herein and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.

3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.

4. That this Renewal Contract shall be effective on the 14th day of November 2023. Contract period from November 14, 2023 to November 13, 2024. This is the final renewal term. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid 2020-016; section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.

5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.

6. This Renewal Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

7. The City is exercising the option of renewing this Contract for the 4th renewal period, based on performance, quality of work and service and the acceptance of the agreed upon renewal pricing for this contract period submitted by Supplier.

8. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Special Attachments: Renewal Pricing Sheet, Insurance Requirements, General Terms & Conditions

Mark Dunning, City Manager — Date 9/28/23

ATTESTED:
Office of the City Clerk — Stacy Lombardo

APPROVED AS TO FORM:
Edward Baker, City Counselor of Management and Operations

Martin Underground Construction Inc.
Company Name

Company Authorized Signature

Title — Date 9-26-23

Jeffery C. Martin
Type or Print the Name of Authorized Person

4.0 PRICING: Pricing below shall include all labor, supervision, equipment, fuel, lubricants, fluids, parts, maintenance repairs and all items of cost needed to provide these services. All pricing shall remain firm and fixed for the duration of the contractual term.

Description-Parking Lots	Hrly Rate
Hourly Rate for 1 Ton, 4x4 Truck with Plow and Spreader to include driver/operator	120
Standby rate per vehicle mobilized	95
Mobilization	80
Description-Sidewalks	
Hourly Rate per person-to include necessary equipment	45
Minimum Hour Call out	4
Additional Equipment (if needed)	
See Addendum # 1	

5.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS: This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell or provide service(s) under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization located within the Greater Kansas City Metropolitan Area? Sales will be made and/or services provided in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. The Procurement Officer of Record (POR) is responsible for the solicitation of the bid. Each jurisdiction that wishes to piggyback off of this contract/agreement once awarded has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to their jurisdiction.

YES ✓ NO ____ INITIALS JM

6.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars ($5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding). Letter from Consultants reciting compliance is not sufficient. The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, http://www.dhs.gov/everify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant. All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF $5,000.00)
Effective 1/1/2009

County of Jackson)
) ss.
State of Missouri)

My name is Jeff Martin I am an authorized agent of Martin Underground ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

Affiant

Jeffery C. Martin
Printed Name

Subscribed and sworn to before me this 22nd day of August, 20 19.

Notary Public

SEAL

TAMMY L PANARISI
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 13460712
My Commission Expires 03-17-2021

LEE'S SUMMIT
MISSOURI

BID NUMBER: 2020-017

ADDENDUM NUMBER 1
August 20, 2019

The original Invitation for Bid# 2020-017 for On Call Emergency Snow Services documents shall remain in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

Bidders are to **REMOVE** the Original Bid Section 4.0 and **REPLACE** with the below 4.0 REVISED PRICING.

4.0 REVISED PRICING: Pricing below shall include all labor, supervision, equipment, fuel, lubricants, fluids, parts, maintenance repairs and all items of cost needed to provide these services. All pricing shall remain firm and fixed for the duration of the contractual term.

Description	Hrly Rate
Hourly Rate for 1 Ton, 4x4 Truck with Plow and Spreader to include driver/operator	120
Single axle dump truck with plow and spreader to include driver/operator	120
Tandem axle dump truck with plow and spreader to include driver/operator	120
Standby rate per vehicle mobilized	95
Mobilization	80
Sidewalk snow removal (Supply 2 or more)	45 per person
~~Sidewalk~~ minimum call out in hours Sidewalk & Plow	4HR Min
Additional Equipment (if needed)	
Front end loader with one yard bucket or larger to include operator	95
Skid steer capable of loading dump truck to include operator	95
Loader/back hoe to include operator	95
Motor grader to include operator	176

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum Number 1 of BID No. 2020-017, titled On Call Emergency Snow Services with his/her signature affixed hereto, and shall submit this Addendum and any attachments provided herein with their original bid submittal.

CERTIFICATION BY BIDDER:

SIGNATURE _____

TITLE Pres. dent

COMPANY Martin Underground

DATE 8-22-19

INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. **General**.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of $10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the

insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

2. Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

3. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.

2. **PREPARATION OF BIDS.**
   - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
   - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
   - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
   - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
   - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
   - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
   - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
   - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
   - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
   - J Specification sheets **MUST** be uploaded with bids.

3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.

4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.

5. **SUBMISSION OF BIDS.**
   - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
   - B Emailed or faxed bids will not be considered unless authorized by the invitation.
   - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
   - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
   - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.

6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.

7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.

8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.

9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)

   A **BID DEPOSITS (BONDS).**
   Bid Deposit Not Required ☒.
   Bid Deposit Required ☐ as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

(1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or

(2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.

(3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

B **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**

Performance and Labor and Material Payment Bonds Not Required ☒.

Performance and Labor and Material Payment Bonds Bond Required ☐ as stipulated in the "Invitation to Bid".

Note the following:

(1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.

(2) Date of bonds shall be the same as the date of City's execution of the contract.

(3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.

(4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.

(5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.

11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. **AWARD OF CONTRACT.**

A **BASIS OF AWARD.**

(1) Only firm bids will be considered.

(2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.

(3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.

(4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non- conforming or conditional bids or counter-proposals.

B **EVALUATION OF BIDS.**

(1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.

(2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.

(3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.

(4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.

16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.

17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.

18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.

GENERAL CONTRACTUAL REQUIREMENTS.

1. **DEFINITIONS.**
   - A **"City"** shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
   - B **"Contractor"** shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
   - C The **"specifications"** includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
   - D A **"sub-contractor"** is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
   - E The term **"sample"** as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
   - F The term **"estimated"** represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
   - G The term **"minimum"** means the City will order this quantity of supplies during the period of this contract at the price bid.
   - H The term **"maximum"** means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.

3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.

5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.

6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.

10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.

12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.

13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.

14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.

15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.

16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.

17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.

18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

20. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent allowable by law, Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities (collectively "Indemnitee"), for, from and against any and all claims, demands, damages, losses, fines, judgments, or liabilities, including costs, expenses, and attorneys' fees (collectively "Claims") to which Indemnitee may become subject, under any theory of liability whatsoever, incurred in the defense of such Claims, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, and arising out of Contractor's performance or non-performance under this contract. The obligations under this indemnification provision shall also apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Contractor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Contractor, and any other person for which Contractor may be legally liable.

21. **SUB-CONTRACTS.**
    - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
    - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
    - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
    - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.

25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
    - A ☐ The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
    - B ☒ The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
    - C ☐ The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
    - D ☐ Five copies of the Contract.
        - (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
        - (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
        - (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.

26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.

27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).

29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.

34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

NOTE TO BIDDERS: THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CRF, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1\2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
    A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
    B **Wage Rate Determination** – Federal. If required by the "Invitation to Bid"
    The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.

37. **BUILDING REGULATION, PERMITS AND LAW.**
    A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
    B Satisfy all current and applicable local codes, ordinances and licensing requirements.

38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.

39. **CHANGES IN THE WORK.**
    A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
    B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

40. **TIMING.**
    A Time to Commence Work: Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
    B Time Starts to Run: The Contract Time shall start to run on the date stated in the Notice to Proceed.
    C Time of Contract: Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insured full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
    D Excusable Delays: The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
        (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
        (2) To any acts of the City.
        (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
        (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

41. **PAYMENTS.**
    A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
    B Engineer's Pay Estimates:
        (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
        (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
        (3) Engineer may refuse to refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.

42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.

43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.

44. **ACCIDENT PREVENTION.**
    A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
    B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/01/2023

MEETING DATE: November 14, 2023

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Staff requests that the Board of Aldermen award a contract to Harmon Construction, Inc. for the reconstruction of the court counter in an amount not to exceed $67,675.65

BACKGROUND/JUSTIFICATION

Analysis:
Staff is seeking authorization to remodel the court counter and employee desk area that is attached to it. This project will reconfigure the public and staff court counter to account for ADA accessibility and provide a more effective workspace for employees. This project was funded and approved in the 2023 budget. The design phase, carried out by SFS Architecture, was completed in September 2023.

Bid Opening and Tabulation:
The project entered the bidding phase, and bids were solicited on September 22, 2023. The bid opening occurred on October 11, 2023, resulting in the receipt of 2 bids from reputable contractors in the region. The bids were evaluated for responsiveness and responsibility in accordance with our procurement procedures.

The responsive and responsible lowest bidder for this project was Harmon Construction, Inc. submitting a bid of $64,345.00. A detailed tabulation of all received bids is provided below:

Contractor	Bid Amount
Harmon Construction, Inc.	$64,453
The Wilson Group, Inc.	$73,693

Staff Recommendation:
Based on the competitive bidding process and the evaluation of the submitted bids, it is the recommendation of city staff to approve a contract with Harmon Construction, Inc. for the reconstruction of the court counter. The proposed contract amount is not to exceed $67,675.65 inclusive of all associated costs, fees, and a 5% contingency.

Benefits of the Project:
The reconstruction of the court counter is vital to ensure accessibility and functionality of our court department's operations. This project will result in a modern and efficient storage counter and workspace, allowing for improved organization, security, and maintenance of court records. By awarding this contract to Harmon Construction, Inc., the city is taking a significant step toward enhancing its infrastructure.

Conclusion:
In conclusion, the city staff recommends the approval of a contract with Harmon Construction, Inc. for the reconstruction of the court counter, with an amount not to exceed $67,675.65. This project aligns with our commitment to public safety and responsible infrastructure maintenance.

Alternatives:
Do not approve this contract and continue to use the existing court counter.

RECOMMENDED MOTION

Motion to approve as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

This item was approved at the January 31, 2023 Sales Tax Oversight Committee Meeting.

FINANCIAL IMPACT

Contractor:	Harmon Construction, Inc.
Amount of Request/Contract:	$67,675.65
Amount Budgeted:	$67,675.65
Account Name and #:	Capital Sales Tax - 205-00-00-100-57000

REVIEWED BY

Michael Graham Jennifer Baird Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso Harmon Construction-Public Improvements to Municipal Court
2.	Raytown City Hall Court Office Agreement
3.	Court Counter Pictures and Design
4.	Bid Results - 2023 Court Office
5.	Project recommendation letter court office

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		Not Applicable
Certificate of Insurance:		On File once awarded
E-Verify Affidavits:		Not Applicable
E-Verify proof of enrollment:		Not Applicable
Bond:		On File
IRS Form W-9:		On File once awarded
Bid/RFP/RFQ: (submit all)		On File
Bid/RFP/RFQ Tabulation:	X	Imbedded In Report and attached
Bid Waiver: Sole source or less than three bids		Not Applicable
Contractor address and email:		On File
Project Exemption Certificate needed:		Not Applicable
Other:	X	Sample agreement to be signed by contractor when awarded
Other:	X	Pictures of current view and proposed design
Other:	X	Project recommendation letter

RESOLUTION NO.: R-3561-23

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH HARMON CONSTRUCTION, INC FOR PUBLIC IMPROVEMENTS RELATED TO THE CITY HALL COURT OFFICE IN AN AMOUNT NOT TO EXCEED $67,675.65

WHEREAS, on September 22, 2023, the City issued a Request for Proposal for public improvements for the City Hall Court Office; and

WHEREAS, the City received two (2) responses and has determined that the proposal submitted by Harmon Construction, Inc. was the responsive and responsible lowest bidder for the project; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to enter into an agreement with Harmon Construction, LLC for public improvements related to the City Hall Municipal Court Office in an amount not to exceed $67,675.65.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the agreement with Harmon Construction, LLC for public improvements related to the City Hall Municipal Court Office in an amount not to exceed $67,675.65, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, 14th day of November, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Project No. **PFM-2023-01B**

CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PUBLIC IMPROVEMENTS

AGREEMENT BETWEEN CITY AND CONTRACTOR

FOR: City Hall Court Office

THIS AGREEMENT BETWEEN CITY AND CONTRACTOR, hereinafter "Agreement," is made and entered into this ____ day of _____, 20____, by and between the City of Raytown, Missouri, hereinafter "City," and _____, hereinafter "Contractor."

WITNESSETH:

WHEREAS, City has prepared a Notice to Bidders, Instructions to Bidders, Bid Form, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, (hereinafter collectively "Contract Documents,") and City has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for the construction of public improvements in accordance with the terms of this Agreement including, but not limited to, the furnishing of the cost of materials, labor, tools and equipment; and

WHEREAS, Contractor, in response to the advertisement inviting sealed Bids, has submitted to City a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, City has publicly opened, examined and reviewed the Bids submitted, and as a result has determined and declared Contractor to be the best and most responsible Bidder for the construction of said public improvements, and has duly awarded to Contractor a contract upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid, attached hereto and made a part of this Agreement.

NOW THEREFORE, in consideration of the compensation to be paid to Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, City for itself and its successors, and Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other construction accessories, services and facilities required to construct and complete the Work as designated, described and required by the Contract Documents, to wit:

_____

_____

_____

all in accordance with the Contract Documents, including but not limited to, the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions, on file with the City Clerk of Raytown, Missouri, all of which Contract Documents form this Agreement, and are as fully a part hereof as if repeated verbatim herein; all Work to be done in a good, substantial and workmanlike manner and to the satisfaction of City, and in accordance with the laws of the City of Raytown, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. City shall pay to Contractor for the performance of the Work embraced in this Agreement, and Contractor will accept in full compensation therefore, the sum of _____ (_____) referred to as the Contract Price (subject to adjustment as provided by and in accordance with the Contract Documents), for all Work covered by and included in this Agreement, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents. City reserves the right to make additions and deletions to the Contract Documents as provided therein. The amount retained from any payment shall be governed by the General Conditions to this Agreement.

ARTICLE III. Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement within the time specified in the Notice to Proceed. Time is of the essence. **The work to be performed under this Contract shall begin on the date specified in the written Notice to Proceed issued by the Owner, and the work shall be substantially complete, in accordance with GC-45 of the General Conditions, within 270 calendar days thereafter. Once the work starts, Contractor shall continuously pursue completion of the Work.**
To meet the definition of Substantial Completion, the following items of the Work must be operational and ready for Owner's continuous use as intended:

- Windows and Counters
- Casework
- Painting

The Work shall be completed and ready for final payment in accordance with Paragraph GC-47 of the General Conditions, within 30 calendar days after the date of Substantial Completion of the Work.

Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in the General Conditions for each and every 24 hour calendar day the Work remains incomplete over the specified completion time.

ARTICLE IV. Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, without previous written consent of City. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting to not less than fifty per cent (60%) of the total Contract Price. No subcontracts, or other transfer of this Agreement, shall release Contractor of its liability under this Agreement and the bonds applicable hereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.

ARTICLE VI. City and Contractor specifically agree that by executing this Agreement, the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein and the Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri.

ARTICLE IX. All local, state and federal laws and requirements as described in the Contract Documents and General Conditions which apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Raytown, Missouri has caused this Agreement to be executed on its behalf and Contractor through Contractor's duly authorized officer or representative has executed three (3) counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: CITY OF RAYTOWN, MISSOURI

Sign: _____

Print: Damon Hodges

Title: City Administrator

Date: _____

[SEAL]

ATTEST:

Sign: _____

Print: Teresa Henry

Title: City Clerk

Date: _____

CONTRACTOR: [SEAL]

Company: _____

By: _____
Signature

Print: _____

Title: _____

_____
Address

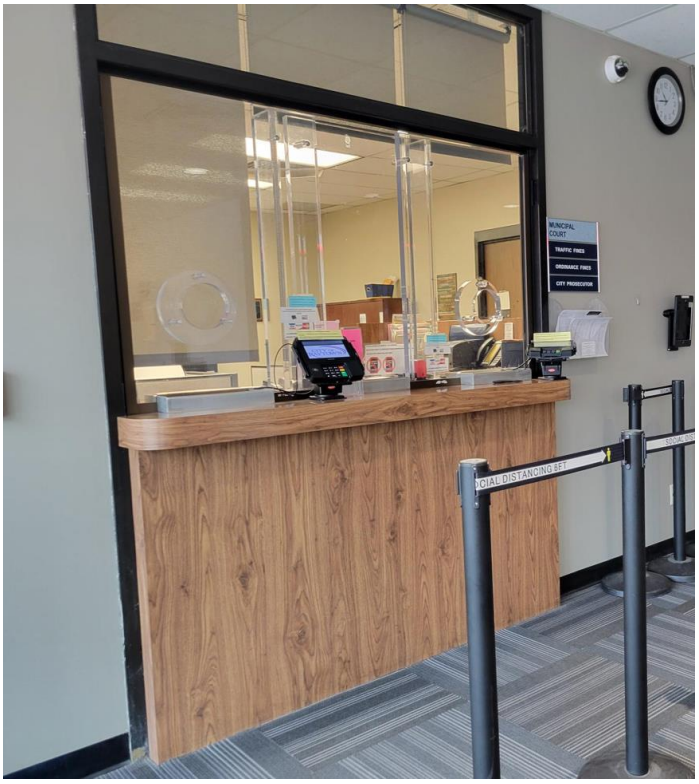
_____
City, State, Zip

_____
Phone No.

_____
Email Address

(If the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation which authorizes the signer to bind the corporation or partnership.)

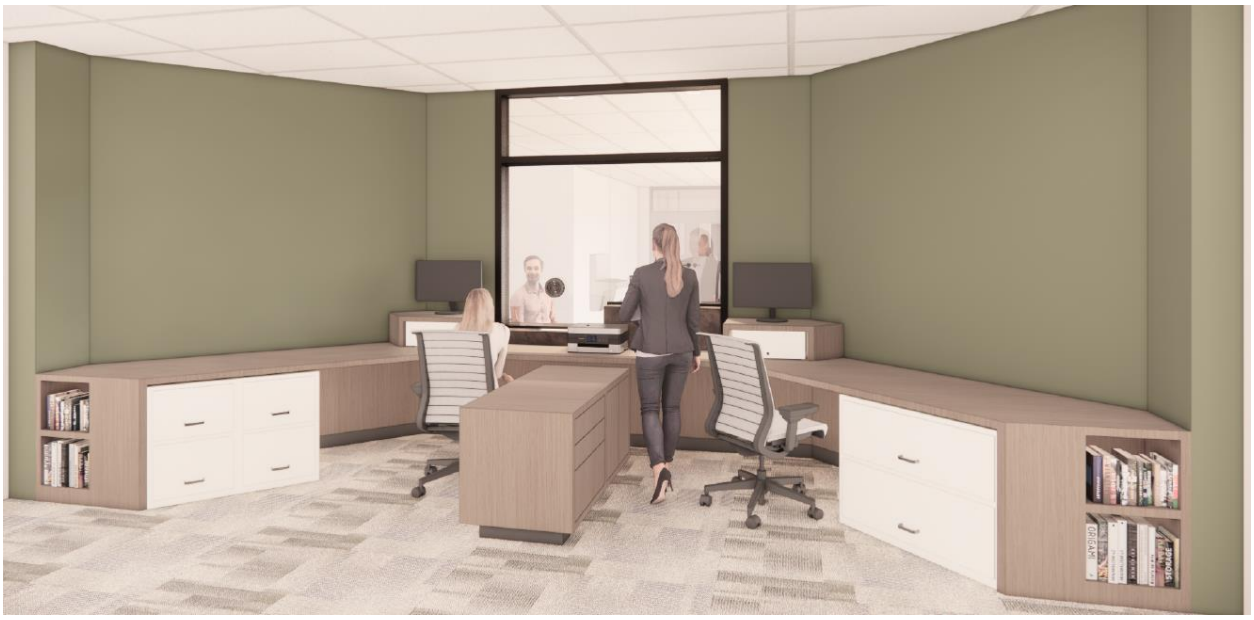
Current View of Public Counter



Proposed Design of Public Counter

Current View of Employee Counter

Proposed Design of Public Counter



BID RESULTS

2023 City Hall Court Counter - PFM-2023-01B

2:00PM, Wednesday, October 11, 2023

Engineer's Estimate - $52,260

	CONTRACTOR	TOTAL
1.	Harmon Construction	$64,345.00
2.	Wilson Group	$73,693.00
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

Public Works Department

10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us

November 2, 2023

Robinson Camp, Director of Public Works
Damon Hodges, City Administrator

Subject: Recommendation for Approval of Office Counter Reconstruction Contract

I am writing to recommend the approval of a contract with Harmon Construction, Inc. for the reconstruction of the court office counter, a project that was approved in the 2022-2023 budget through capital sales tax funds. The design phase of the project was successfully completed in September 2023 by the SFS our on-call architect, and it has now progressed to the bidding phase.

On September 22, 2023, we solicited bids for the office counter reconstruction project, and the bid opening occurred on October 11, 2023. We received a total of 2 bids from reputable contractors in the region. Each of these bids was evaluated for responsiveness and responsibility, in accordance with our established procurement procedures.

After careful evaluation, I am pleased to inform you that the responsive and responsible lowest bidder for this project is Harmon Construction, Inc. Their bid submittal was complete and included the bid form, anti-collusion statement, affidavit of work authorization, and bid bond.

Please find the detailed tabulation of all received bids below:

Contractor	Bid Amount
Harmon Construction, Inc.	$64,453
The Wilson Group, Inc.	$73,693

In conclusion, I recommend the approval of a contract with Harmon Construction, Inc. for the reconstruction of the office counter, with an amount not to exceed $67,675.65, which includes a 5% contingency. This project is aligned with our commitment to public safety and responsible infrastructure maintenance. Harmon Construction, Inc. has demonstrated their capability and responsiveness in their bid and through their references, making them the ideal choice for this important project.

Sincerely,

Stephanie Boyce

Stephanie Boyce
Deputy Director of Public Works

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/10/2023

MEETING DATE: November 14, 2023

SUBMITTED BY: **DEPARTMENT: Finance**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

The Board of Aldermen authorize a $55,000 contract with Troutt Beemen & Co for independent audit services.

BACKGROUND/JUSTIFICATION

The City of Raytown is required to have an annual audit performed by an outside audit firm. Over the past five years, Troutt Beeman & Co (TBco) has been the city's outside auditor. During that time, City staff was impressed with the knowledge and ability of the auditors assigned to the audit. Also, over that time period, the city's financial audit opinion was a clean audit. (meaning no substantial findings.) The prior year, FY22, actual audit cost was $45,000.

A request for proposals (RFP) for an independent audit service was issued to seven firms, advertised in the local newspaper, and the City's website. The RFP was for one-year with four additional one-year options. Proposers were requested to provide costs for audit services, single audit, ACFR (optional) and an hourly rate in the event the City required additional project work from the selected firm. Three firms responded with proposals and were deemed responsive. The proposals were evaluated on experience and references, firm expertise and personnel, cost, project approach, and applicable resources.

	Total Evaluation Points	Year-one Cost	Hourly Rate
TB & Co	83.67	$ 55,000	$150 to $300
FORVIS	79.33	77,250	$185 to $550
BT&CO	77.33	77,000	$125 to $200

Option year costing will be determined 60-days prior to expiration of the current year, if the option year is being executed.

Negotiations for optional costs will be based on the prior year cost for the particular service plus any increase that is mutually agreed to by both the City and the audit firm.

RECOMMENDED MOTION

Authorize a one-year, $55,000 contract with four one-year renewal options to Troutt Beeman & Co for independent audit services.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Trout Beeman & Co
Amount of Request/Contract:	$55,000
Amount Budgeted:	$55,000
From Account Name and #:	General Fund 101-42-00-100-52250 Amount $55,000
To Account Name and #:	Amount:

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Troutt Beeman and Co-Audit Services-2023-2024
2. Raytown Independent Audit Services #2023-FS-01

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	N/A	
Certificate of Insurance:	X	on file
E-Verify Affidavits:	X	on file
E-Verify proof of enrollment:	X	on file
Bond:	N/A	
IRS Form W-9:	X	on file
Bid/RFP/RFQ: (submit all)	X	on file
Bid/RFP/RFQ Tabulation:	X	In Board write up

Bid Waiver: Sole source or less than three bids	N/A	
Contractor address and email:	X	
Project Exemption Certificate needed:	N/A	
Other:		

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND TROUTT BEEMAN & CO., P.C. FOR THE PERFORMANCE OF PROFESSIONAL AUDIT SERVICES IN AN AMOUNT NOT TO EXCEED $55,000.00

WHEREAS, on September 21, 2023, the City issued a Request for Proposal for professional audit services; and

WHEREAS, the City received one (3) response and has determined that the proposal submitted by Troutt Beeman & Co., P.C. is reasonable; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve an agreement with Troutt Beeman & Co., P.C. with four one-year renewal options to perform professional audit services in a total amount not to exceed $55,000.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT, the Agreement by and between the City of Raytown and Troutt Beeman & Co., P.C., with four one-year renewal options to perform professional audit services in a total amount not to exceed $55,000.00, in substantially the same form as attached hereto, marked Exhibit “A” and incorporated herein by reference, is hereby approved; and

FURTHER THAT, the City of Administrator, is hereby authorized to execute any and all documents and to take any and all action necessary to effectuate the terms of the Agreement and exercise the authority granted herein.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 14th day of November, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

INDEPENDENT AUDITING SERVICES
2023-FS-01

This AGREEMENT, made and entered into this day of 20 , by and between the City of Raytown, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and Trout, Beeman & Co, PC (TBCO), an auditing firm of the State of Missouri, located at 1212 Locust, Harrisonville Missouri 64701 , hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Based on Appendix A Request for Proposals (hereinafter "RFP") 2023-FS-01 and Addendum One of RFP 2023-FS-01, Appendix A Service Provider has offered to provide the services described in Appendix A PART I; in consideration of the payment terms described in Appendix A PART II; subject to the Insurance Requirements described in Appendix A PART III; and subject to the General Conditions described in Appendix A PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.

2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: Appendix A City's RFP and associated addendum one; Appendix B the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Appendix A PART I; Payment Terms, Appendix A attached hereto as PART II; Insurance Requirements, Appendix A attached hereto as PART III; and General Conditions, Appendix A attached hereto as PART IV. Where the terms of Appendix A the RFP/Addendum one or Appendix B the Proposal conflict with anything in PARTS I, II, III or IV, the terms of RFP/Addendum one shall control.

3. Amount Not To Exceed for Year One. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of Fifty-Five Thousand Dollars ($55,000). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

4. Agreement Term: The term of this Agreement shall be One (1) year from November 1, 2023, through October 31, 2024. The City may, at its option, renew the Agreement for up to four (4) one year renewal. The renewal process is explained in Section II Item 5.

5. RENEWAL OPTION**:**
   a. The City reserves the right to negotiate this agreement for four (4) additional one-year renewal periods.
   b. If the service provider requests an increase in compensation for any renewal period, the service provider shall notify the Director of Finance no less than sixty (60) days prior to the end of the agreement period.
   c. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
   d. Adjustments in cost at the beginning of each renewal period must be agreed to by both parties.
   e. The Director of Finance or designee shall notify the Service Provider in writing of the intent to exercise the renewal option. However, failure to notify the service provider does not waive the City's right to exercise the renewal option.

6. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Authorized Signatures from both Successful Firm and City.

Authorized Signature	Authorized Signature City
Authorized Person (Pint)	Authorized Person City (Print)
Title	Title
Service Provider	Date
Date	

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/03/2023

MEETING DATE: November 14, 2023

SUBMITTED BY: **DEPARTMENT: Community Development**

Document Type: Ordinance

SUBJECT/REQUEST

Board of Aldermen consideration and approval of an application filed by Ivan Chiang of Four Gem Homes, seeking approval of a Rezoning (RZ) from “R-P-3,” (Planned High Density Residential) to “R-P-3,” (Planned High Density Residential) for the construction of residential villas for persons over the age of fifty-five (55) years on eleven (11) parcels addressed as 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, and 5831 Hunter Court.

BACKGROUND/JUSTIFICATION

In 2005, the Final Plat for Blue Ridge Villas was approved along with a Planned Development which allowed for the construction of 34 one-story dwelling units for persons over the age of fifty-five (55) years to be located within nine (9) buildings, each dwelling unit established on its own lot. The remainder of the property located within the development, which included the open space around each building, storm water drainage system, detention basin and central common area with a gazebo, walkways and landscaping, was designated to be held in common and maintained by the development’s homeowner’s association. This application also included the designation of Hunter Court as a private street.

All public improvements were installed in 2007, and two (2) of the buildings, which consisted of seven (7) townhomes, were constructed at the south end of the property. The other parcels have remained undeveloped.

In 2019, a Final Plat for Turnleaf Villas was approved along with a new Planned Development, which replaced the residential villas on Lots 5, 6, and 7 of the Blue Ridge Villas Plat with a senior care center. The Final Plat was never recorded with the Jackson County Recorder of Deeds, so it is not recognized as the legal plat.

Now the property owner seeks to return to the originally approved use, which was for individual residential villas, without the senior care facility. Because the Final Plat for Turnleaf Villas is not legally recognized these properties remain within the Blue Ridge Villas subdivision and are platted for the construction of residential villas. The applicant is seeking to rezone out of the Turnleaf Villas Planned Development and return to a Planned Development similar to the originally approved Blue Ridge Villas.

RECOMMENDED MOTION

Staff recommends approval with conditions. The Planning & Zoning Commission voted (7-0) on October 5, 2023, to recommend approval of the application with conditions contained in the staff report. The attached Ordinance contains the recommended conditions. The applicant was present as the Conditions of Approval were individually explained.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

Planning & Zoning Commission recommended approval subject to conditions outlined in the staff report on October 5, 2023.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord Four Gem Homes Rezoning
2. PZ.2023.07_Hunter.Ct_Rezoning
3. Oct.5.2023_PC.Minutes

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		

Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

AN ORDINANCE APPROVING A REZONING FROM R-P-3, HIGH DENSITY RESIDENTIAL TO R-P-3, HIGH DENSITY RESIDENTIAL FOR THE PROPERTIES AT 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, AND 5831 HUNTER COURT, WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application PZ-2023-07, was duly submitted on or about August 18, 2023, by Ivan Chiang of Four Gem Homes, requesting approval of a Rezoning from R-P-3, High Density Residential, to R-P-3, High Density Residential for the properties addressed as 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, and 5831 in the City of Raytown, Jackson County, Missouri (the "Application"); and

WHEREAS, the Application was considered by the Planning Commission on October 5, 2023, and by a vote of 7 in favor, 0 against, rendered a report to the Board of Aldermen recommending that the Application be approved; and

WHEREAS, after opening the public hearing, considering all testimony and the record, and then closing the public hearing, the Board of Aldermen finds and declares that the provisions hereinafter contained and enacted are in pursuit of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown and rendered a decision to approve the Application.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF REZONING. That the Application for approval of a Rezoning from R-P-3 High Density Residential to R-P-3 High Density Residential on properties located at 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, and 5831 in the City of Raytown, Jackson County, Missouri is hereby approved.

SECTION 2 – CONDITIONS OF APPROVAL. That the Application for approval of a Rezoning on properties located at 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, and 5831 in the City of Raytown, Jackson County, Missouri is hereby approved, subject to the following conditions as contained in the staff report and as approved by the Planning Commission:

1. The residents of the development shall not be younger than fifty-five (55) years of age, as described in the covenants and restrictions for the property and enforced by the Homeowners Association. The City shall not be responsible for enforcing the provisions of the covenants and restrictions regarding the property.
2. On-street parking along Hunter Court shall be limited only to that area located on the inset area along the east and west side of the central green space as shown on the Blue Ridge Villas Pre-Development Plan, dated November 17, 2005.
3. A Homeowners Association shall continue to be responsible for the ownership and maintenance of the central green space, Hunter Court, all grass areas on the property, sidewalks, storm sewers and the stormwater detention basin.
4. Landscaping will be installed and maintained in a manner consistent to the originally approved Blue Ridge Villas PD, which noted a variety of diverse trees to be planted such as European Hornbeam and/or Columnar Maples of the Red Maple and/or Norway Maple varieties to the English Oak varieties, or a new Landscape Plan shall be submitted for review and approval.

5. Porches shall be constructed on the front of each unit and shall have the following design features:
    a. A minimum depth of eight (8) feet;
    b. The floor of the porch and the railing shall extend a minimum of four (4) feet in front of an adjoining garage door;
    c. A roof with a minimum depth of seven (7) feet shall be constructed over each porch; and,
    d. A railing shall extend around the perimeter of the porch.
6. The primary materials on the exterior facades of each unit facing a street shall consist of either concrete-board siding, brick, stone or stucco and that vinyl siding, wood or other material shall be used only as a secondary material on such facades.
7. Units A and C on Lots 2, 3, and 4 shall extend a minimum of five-feet (5') in front of Unit B and the Units B and D on Lot 8 shall extend a minimum of five-feet (5') in front of Unit C.
8. All development, except as otherwise noted in this ordinance, shall be in accordance with the Design Manual dated November 17, 2005, and the Site Plan.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ___ day of November 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Staff Report

To: City of Raytown, Planning & Zoning Commission

From: Shana Kelly, Planning & Zoning Coordinator

Case #: Rezoning PZ-2023-07

Planning & Zoning Meeting Date: October 5, 2023

Board of Aldermen Date: November 14, 2023

Applicant: Ivan Chiang | Four Gem Homes

Location: 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, and 5831 Hunter Ct.

Property Owner: Four Gem Homes, LLC.

Ward: Ward 3

Project Summary: The applicant is requesting a Rezoning from "R-P-3" (Planned High Density Residential) to "R-P-3" (Planned High Density Residential) for the construction of residential villas for persons over the age of fifty-five (55) years.

Staff Recommendation: Staff recommends **Approval with Conditions** of the Rezoning Application. Conditions are outlined below.

Background Information:

In 2005, the Final Plat for Blue Ridge Villas was approved along with a Planned Development which allowed for the construction of 34 one-story dwelling units for persons over the age of 55 years to be located within nine (9) buildings, each dwelling unit established on its own lot. The remainder of the property located within the development, which included the open space around each building, storm water drainage system, detention basin and central common area with a gazebo, walkways and landscaping, was designated to be held in common and maintained by the development's homeowner's association. This application also included the designation of Hunter Court as a private street.

All public improvements were installed and in 2007, and two (2) of the buildings, which consisted of seven (7) townhomes, were constructed at the south end of the property. The other parcels have remained undeveloped.

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Planning and Zoning Division
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In 2019, a Final Plat for Turnleaf Villas was approved along with a new Planned Development, which replaced the residential villas on "Lot B" of the Turnleaf Villas plat with a senior care center. The Final Plat was never recorded with the Jackson County Recorder of Deeds, so it is not recognized as the legal plat.

Now the property owner seeks to return to the originally approved use, which was for individual residential villas, without the senior care facility. Because the Final Plat for Turnleaf Villas is not legally recognized, the properties remain within the Blue Ridge Villas subdivision and are platted for the construction of residential villas. The applicant is seeking to rezone out of the Turnleaf Villas Planned Development and return to a Planned Development similar to the originally approved Blue Ridge Villas.

Total Land Area: 0.33 Acre

Public Noticing: *The Daily Record:* A public hearing notice was published in The Daily Record Kansas City, on **September 15, 2023**. A copy of the affidavit of publication is included with the attachments to this report. Letters to Residents and Property Owners were mailed to property owners within 185 feet of the subject property on **September 14, 2023.** A copy of the letter is included with the attachments to this report.

Neighborhood Meeting: The applicant held a neighborhood meeting on Wednesday, September 20, 2023. A summary of the meeting and a copy of the sign-in sheet are included with the attachments to this report.

Adjacent Properties:

	Zoning:	Current Land Use:
North:	"R-1" (Low Density Residential)	Single Family Homes
South:	"R-1" (Low Density Residential)	Single Family Homes
East:	"R-1" (Low Density Residential)	Single Family Homes
West:	"R-2" (Medium Density Residential)	Duplexes

Street Classification: Hunter Court is classified as a Private Street.

Vehicular and Pedestrian Access: Hunter Court, a privately-owned street, connects to 59th Street, a Collector Street. Five-feet (5') ADA-compliant sidewalks are constructed along both sides of Hunter Court and will be required for the rest of the development.

Rezoning Application Factors To Be Considered:

1. **The Character of the Neighborhood:**

   The neighborhood is residential in nature, consisting mostly of single-family homes. Some medium-density residential exists to the west and a few units of the Blue Ridge Villas original plat exist on the south of the Planned Development area.

2. **Zoning and current uses of nearby properties:**

The zoning of the property is “R-P-3” (Planned High Density Residential). The current Planned Development includes the construction of a senior care facility. The proposed zoning is “R-P-3” (Planned High Density Residential). The newly proposed Planned Development is for the construction of residential style villas for persons over the age of 55.

3. **Suitability of Zoning for current use:**

   The current properties remain undeveloped, except for two (2) buildings that were constructed in 2007 at the southern end of the property. The proposed zoning would allow the properties to be developed as residential units, either for sale or rent.

4. **Detrimental effects to nearby properties if Rezoning is approved:**

   If the zoning is approved, the site will be developed as residential villas. This will naturally increase traffic and noise in the area, however, anticipated traffic and noise generated is expected to be minimal, and less than an average neighborhood due to the age restriction to people who are 55 and older.

5. **The length of time the property has been vacant:**

   According to records, the subject parcels have never been developed.

6. **Consideration of public interest:**

   a. **Public Health:**

      The proposed Planned Development will create 27 new townhomes in the area. This will help to foster public health and safety.

   b. **Public Safety:**

      The Planned Development is comparable to the previously approved Blue Ridge Villas. This development is planned in such a way to encourage “eyes on the street,” due to the implementation of sidewalks on both sides of the street frontage, shallow front setbacks, and large front porches. These features encourage public safety and social connections.

   c. **Public Welfare:**

      As stated above, the approval of the Planned Development is expected to benefit public welfare due to its creation of 27 homes and a the creation of walkable neighborhood.

7. **Impacts on public services and utilities:**

   Public improvements and utility infrastructure are already in place to accommodate the construction of the residential villas. Staff does not believe the demand will exceed the area’s ability to accommodate it.

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Phone: 816-737-6014 ● Fax: 816-737-6164

8. **Conformance with the Comprehensive Plan:**

   The Comprehensive Plan, adopted in 1996, designates the area for Single Family Homes. In 2005, the properties were rezoned to "R-P-3" (Planned High Density Residential) for the construction of single-family residential villas. In 2019, approval was granted for Turnleaf Villas, which included a senior care facility. The proposed Planned Development is solely for the construction of the residential villas, and not for the senior care facility. This use will bring the properties more in conformance with the Comprehensive Plan.

TECHNICAL STUDIES

According to Section 50-560(b)(3) of the Municipal Code, the Director may deem necessary the submission of technical studies to enable the Planning Commission or the Board of Aldermen to fully evaluate the application. Examples of technical studies that may be required shall include, but not be limited to, traffic studies, engineering studies, geologic or hydro geologic studies, flood studies, environmental impact assessments, noise studies, photometric plans (for outdoor lighting) or surface water management/drainage studies.

Technical Studies Required at This Time:

No technical studies are required at this time.

PUBLIC WORKS:

- **Items that require plan revision or additional documentation before engineering can recommend approval:**
  - NONE
- **Items that are conditions of approval:**
  - NONE
- **Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:**
  - NONE

ATTACHMENTS:

- Zoning Map
- Site Photos
- Application
- Street Classification Map
- Affidavit of Publication
- Mailing List (185 ft. from property boundary lines)
- Mailing List Buffer Map (185 ft. from property boundary lines)
- Photos of Land Use Action Sign

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- Neighborhood Letter
- Neighborhood Meeting Sign-In Sheet
- Summary of Neighborhood Meeting
- Warranty Deed

RECOMMENDATION:

Staff recommends that the Planning Commission hold this public hearing, take testimony from all parties, and consider recommending **APPROVAL** of this rezoning application **RZ-2023-07** for the subject parcels located at 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, & 5831 Hunter Ct. from "R-P-3" (Planned High Density Residential) to "R-P-3" (Planned High Density Residential), in a manner consistent with the general design concept provided by the applicant and contained in this staff report, and as modified by the recommended conditions listed below. These conditions are only required to be met pursuant to approval of this Rezoning application by the Board of Aldermen:

1. The residents of the development shall not be younger than 55 years of age, as described in the covenants and restrictions for the property and enforced by the Homeowners Association. The City shall not be responsible for enforcing the provisions of the covenants and restrictions regarding the property.
2. On-street parking along Hunter Court shall be limited only to that area located on the inset area along the east and west side of the central green space as shown on the Blue Ridge Villas Pre-Development Plan, dated November 17, 2005.
3. A Homeowners Association shall continue to be responsible for the ownership and maintenance of the central green space, Hunter Court, all grass areas on the property, sidewalks, storm sewers and the stormwater detention basin.
4. Landscaping will be installed and maintained in a manner consistent to the originally approved Blue Ridge Villas PD, which noted a variety of diverse trees to be planted such as European Hornbeam and/or Columnar Maples of the Red Maple and/or Norway Maple varieties to the English Oak varieties, or a new Landscape Plan shall be submitted for review and approval.
5. Porches shall be constructed on the front of each unit and shall have the following design features:
    a. A minimum depth of eight (8) feet;
    b. The floor of the porch and the railing shall extend a minimum of four (4) feet in front of an adjoining garage door;
    c. A roof with a minimum depth of seven (7) feet shall be constructed over each porch; and,
    d. A railing shall extend around the perimeter of the porch.
6. The primary materials on the exterior facades of each unit facing a street shall consist of either concrete-board siding, brick, stone or stucco and that vinyl siding, wood or other material shall be used only as a secondary material on such facades.
7. Units A and C on Lots 2, 3, and 4 shall extend a minimum of five-feet (5') in front of Unit B and the Units B and D on Lot 8 shall extend a minimum of five-feet (5') in front of Unit C.
8. All development, except as otherwise noted in this ordinance, shall be in accordance with the Design Manual dated November 17, 2005, and the Site Plan.

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

ZONING MAP

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Facing one of the already-constructed Villas in the subdivision:

(Proposed Villas will be similar)

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Looking North on the Eastern edge of the property:

(The site of Lots 6 & 7)

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Shared Common Space in the Center of the neighborhood:

(Green Space and Gazebo)

Turnleaf Villas Senior Community

Lots 5 – 7 Prior Development Plan

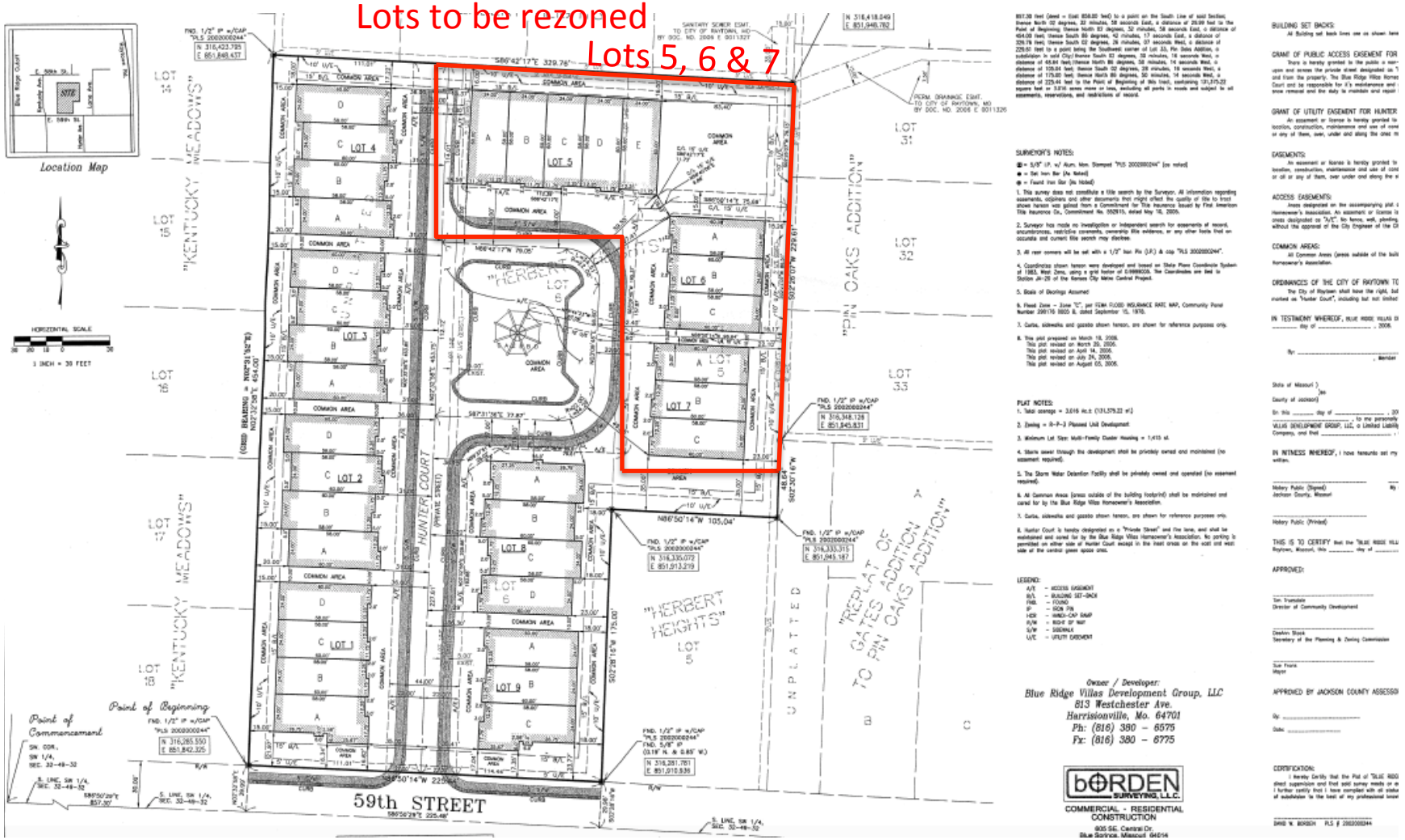
Lot 6 - Memory Care Facility

Lot 7 – Townhomes for Active Seniors

Lot 5 – Assisted Living Facility

Blue Ridge Villas Aerial View

Blue Ridge Villas Lots
Plat Map



Certificate of Need

Extension Denied

MHFRC

Missouri Health Facilities Review Committee

P.O. Box 570, Jefferson City, MO 65102
Voice: (573) 751-6403 Fax: (573) 751-7894
Website: http://health.mo.gov/information/boards/certificateofneed

Senator Lincoln P. Hough, Chair Representative Ben Baker, Vice Chair
Senator Doug Beck Andrew H. Grimm Representative Steve Butz Dr. Patrice Komoroski Michael J. Prost

July 24, 2023

Thomas R. Piper
611 Hobbs Road
Jefferson City, MO 65109

SUBJECT: #5653 RS: Turnleaf Village Senior Community
Certificate of Need

Dear Mr. Piper:

On July 24, 2023, the Missouri Health Facilities Review Committee denied your request for an eighth extension to May 6, 2024 for the above-referenced project.

If you have questions, please contact the Certificate of Need Program staff. Thank you for your cooperation in the CON process.

Sincerely,

Senator Lincoln P. Hough, Chair

LH/ac

Certificate of Need required for building Assisted Living (AL) and Memory Care (MC) Facilities at Blue Ridge Villas was denied an extension on July 24, 2023 by the Missouri Health Facilities Review Committee. Thus, building AL & MC facilities at Blue Ridge Villas is no longer permitted.

Blue Ridge Villas Lots 5 – 7
New Plan

Revert back to the previously 2005 approved Development Plan

- Zoning = R-P-3 Planned Unit Development
- Lot 5 – Build 5x Townhomes for Active Seniors
- Lot 6 – Build 3x Townhomes for Active Seniors
- Lot 7 – Build 3x Townhomes for Active Seniors from 2x Townhomes

Case Number PC 2023-07
Date Received 8-4-2023

CITY OF RAYTOWN
APPLICATION FOR REZONING

PART I BACKGROUND INFORMATION

1. This request applies to property at the following address:
   5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829 & 5831 Hunter Ct.
   Legal Descriptions: Blue Ridge Villas Units A, B, C, D & E Lot 5, Units A, B & C Lot 6 and Units A, B & C Lot 7.
2. The name (s), address(es), and phone number(s) of the property owners: (As listed on the deed)

Name	Address	Phone
Four Gem Homes LLC	1038 Bastanchury Rd. #200, Fullerton, CA 92835	949-232-3054
	Currently: PO Box 3158, Tustin, CA 92781-3158	

3. We, the property owner(s), do hereby appoint the following person as our agent during consideration of our request:

Name	Address	Phone
Tim Hadley	310 NW Englewood Rd, Kansas City, MO 64118	816-452-4200

4. The property is currently being used for the following purposes:
   Vacant land/lots-Parcels

5. We propose that the zoning of the property be changed from R-P-3 to R-P-3.

6. Please list all existing structures and their heights located on the property:

Structure	**Height**
None	N/A

Form 12-22-10

C. This property is more suited for its proposed zoning than its current zoning because:

Current zoning/use is not suitable for development by potential acquirers who propose to develop residential dwelling units similar in use and purpose to existing units in Blue Ridge Villas.

D. The proposed zoning will have the following detrimental effects on nearby parcels:

None. No detrimental effects are foreseen nor expected on nearby parcels.

E. Prior to submitting this application, the property has been vacant for:

The property has been vacant land for much longer than a decade.

F. If the application is denied, the property owner(s) will face the following hardships:

The owner will be unable to sell the property to interested/potential buyers resulting in total loss of his investment. An acquirer plans to construct structures that are similar to and conforming to nearby units.

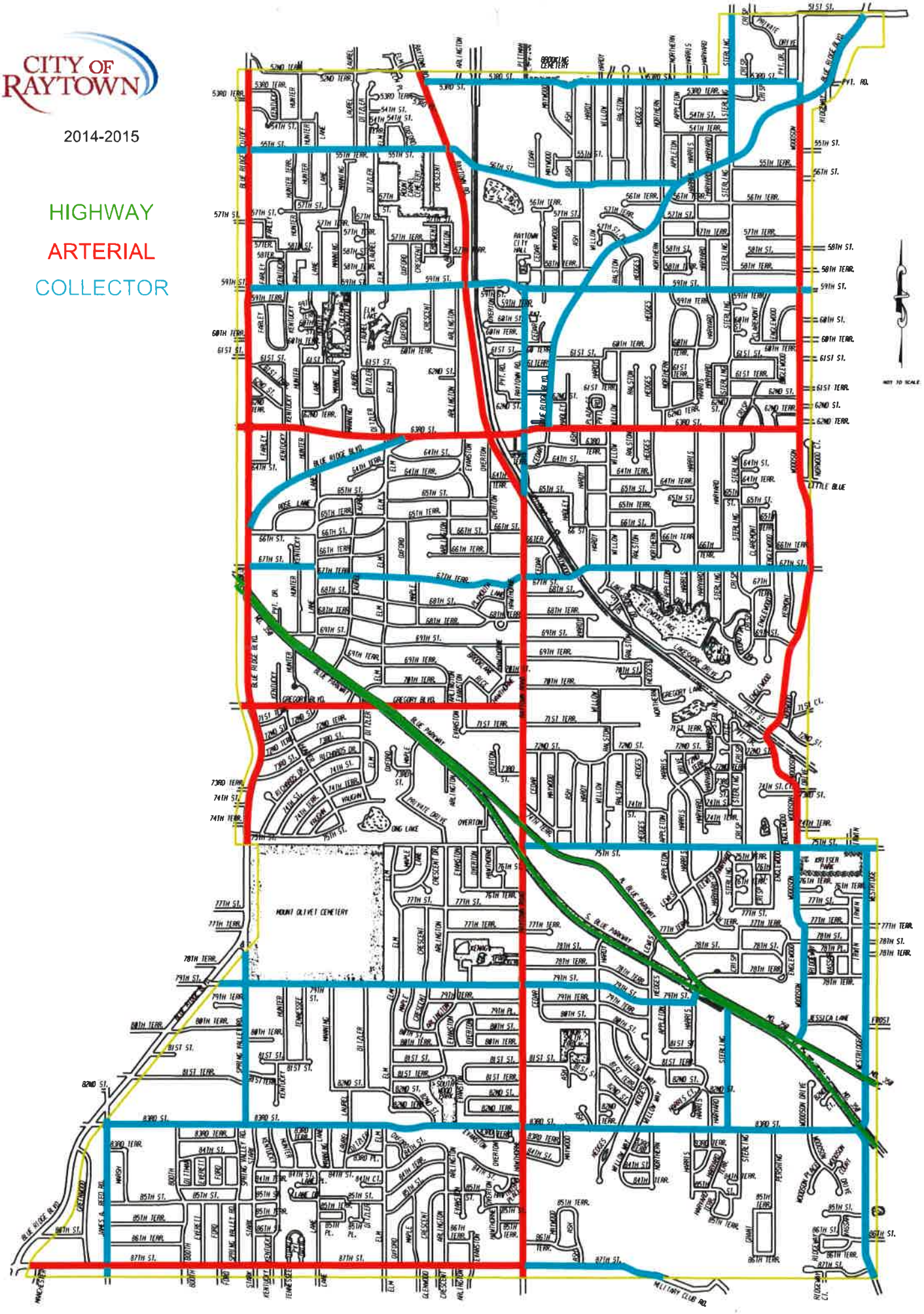
CITY OF RAYTOWN

2014-2015

HIGHWAY

ARTERIAL

COLLECTOR



Kansas City Daily Record
920 Main St
Kansas City, MO, 64105
Phone: 8169312002 Fax: 0

The Daily Record
KANSAS CITY

Affidavit of Publication

To: City of Raytown - Missouri - Michael Stolzle
10000 E 59Th St
Raytown, MO, 64133

Re: Legal Notice 2539241, 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, & 5831 Hunter Court, Raytown, Missouri

State of MO }
} SS:
County of Jackson }

I, Amanda Loyet, being duly sworn, depose and say: that I am the Authorized Designee of Kansas City Daily Record, a daily newspaper of general circulation in Kansas City, County of Jackson, State of MO; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the Kansas City Daily Record once each day for 1 consecutive days; and that the date of the publication were as follows: 09/15/2023.

Publishers fee: $73.08

By: Amanda Loyet

Sworn to me on this 18th day of September 2023

By:

Karie C Clark
Notary Public, State of MO
No. 20404921
Qualified in Lincoln County
My commission expires on
October 19, 2024

KARIE C CLARK
Notary Public - Notary Seal
Lincoln County - State of Missouri
Commission Number 20404921
My Commission Expires Oct 19, 2024

Notice of Public Hearings

Affected Property: 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, & 5831 Hunter Court, Raytown, Missouri

Jackson County Parcel ID # 32-830-08-81-00-0-00-000, 32-830-08-82-00-0-00-000, 32-830-08-83-00-0-00-000, 32-830-08-84-00-0-00-000, 32-830-08-85-00-0-00-000, 32-830-08-86-00-0-00-000, 32-830-08-87-00-0-00-000, 32-830-08-88-00-0-00-000, 32-830-08-89-00-0-00-000, 32-830-08-90-00-0-00-000, 32-830-08-91-00-0-00-00

A public hearing to consider a Rezoning application from R-P-3 (High-Density Residential Planned Zoning Overlay) to R-P-3 (High Density Residential Planned Zoning Overlay) filed by the property owner, Four Gem Homes, LLC, of Tustin California for eleven (11) properties addressed as 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, & 5831 Hunter Court, in Raytown, Missouri will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday, October 5, 2023. The packet and agenda should be available for viewing on the City of Raytown's website on Friday, September 29, 2023.

The Raytown Board of Aldermen will also hold a public hearing to consider this Rezoning application, tentatively scheduled for 7:00pm on Tuesday, November 14, 2023.

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the public hearings to ask questions and provide comments. Additional information can be obtained from the Department of Community Development located in Raytown City Hall at 10000 E. 59th Street, by telephone at (816)737-6059 or by email at shanak@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816)737-6014 no later than 48 hours prior to the applicable public hearing date.

2539241 Jackson Sep. 15, 2023

Public Notice Addresses
(Properties within 185 ft of property boundaries):

	FID_Parc	SitusAddre	SitusCity	SitusSt	SitusZipCo	owner	owneraddre
	12145	5813 KENTUCKY AVE	RAYTOWN	MO	64133	BOYKIN COURTNEY D	17016 E 44TH ST
		5815 KENTUCKY AVE				RESIDENT	5815 KENTUCKY AVE
	12084	5816 LANE AVE	RAYTOWN	MO	64133	CSMA BLT LLC	1850 PARKWAY PL STE 900
		5816 LANE AVE				RESIDENT	
	12085	5817 KENTUCKY AVE	RAYTOWN	MO	64133	MAYBEE JACK W & PAMELA JEAN	2111 NE WATERFIELD DR
		5817 KENTUCKY AVE				RESIDENT	5817 KENTUCKY AVE
		5819 KENTUCKY AVE				RESIDENT	5819 KENTUCKY AVE
	12296	5800 LANE AVE	RAYTOWN	MO	64133	SPRIGLER CLARA BETH	5800 LANE AVE
	12240	5804 LANE AVE	RAYTOWN	MO	64133	JOHNSON GARRY V	5804 LANE AVE
	12181	5808 LANE AVE	RAYTOWN	MO	64133	BELLEROSE COLIN	5808 LANE AVE
x		5809 KENTUCKY AVE	RAYTOWN	MO	64133	BROWN ALBERTA L & STEVENSON STEPHAN	5809 KENTUCKY AVE
		5811 KENTUCKY AVE				RESIDENT	5811 KENTUCKY AVE
	12136	5812 LANE AVE	RAYTOWN	MO	64133	OVERBAY MICHAEL D & CANDYCE L	5812 LANE
	12030	5820 LANE AVE	RAYTOWN	MO	64133	LIPPS HOLLY A	5820 LANE
	11953	5841 HUNTER CT	RAYTOWN	MO	64133	SEWELL BERDA R	5841 HUNTER CT
	11933	5843 HUNTER CT	RAYTOWN	MO	64133	DODD RUFUS JR	5843 HUNTER COURT
	11912	5845 HUNTER CT	RAYTOWN	MO	64133	VAN LANKER JUDITH L	5845 HUNTER CT
	12325	8917 E 58TH ST	RAYTOWN	MO	64133	SHIREMAN STEVEN & LORA	8917 E 58TH ST
	11998	8920 E 59TH ST	RAYTOWN	MO	64133	QUIASON MARIO G & AIDA E	8920 E 59TH ST
	12319	8925 E 58TH ST	RAYTOWN	MO	64133	SHIREMAN CHERENE A	8925 E 58TH ST
	11975	8928 E 59TH ST	RAYTOWN	MO	64133	QUIASON MARIO G & AIDA E	8928 E 59TH ST
	12312	8929 E 58TH ST	RAYTOWN	MO	64133	PURNELL MALIK J	8929 E 58TH ST
	11973	8932 E 59TH ST	RAYTOWN	MO	64133	GOLSTON RUBY F	8932 E 59TH ST
	12324	8921 E 58TH ST	RAYTOWN	MO	64133	BARNES WILLIAM M & AUDREY J	919 COUNTY RD 123
		8921 E 58TH ST				RESIDENT	8921 E 58TH ST
	12262	5805 KENTUCKY AVE	RAYTOWN	MO	64133	LARRICK REX E	PO BOX 491
		5805 KENTUCKY AVE				RESIDENT	5805 KENTUCKY AVE
		5807 KENTUCKY AVE				RESIDENT	5807 KENTUCKY AVE

ownercity	ownerstate	ownerzipco	Parcel_ID
INDEPENDI	MO	64055	32-830-08-50-00-0-00-000
MARIETTA	GA	30067	32-830-08-29-00-0-00-000
BLUE SPRI	MO	64014	32-830-08-51-00-0-00-000
RAYTOWN	MO	64133	32-830-08-33-00-0-00-000
RAYTOWN	MO	64133-3218	32-830-08-32-00-0-00-000
RAYTOWN	MO	64133	32-830-08-31-00-0-00-000
RAYTOWN	MO	64133	32-830-08-49-00-0-00-000
RAYTOWN	MO	64133	32-830-08-30-00-0-00-000
RAYTOWN	MO	64133-3218	32-830-08-57-00-0-00-000
RAYTOWN	MO	64133	32-830-08-96-00-0-00-000
RAYTOWN	MO	64133	32-830-08-97-00-0-00-000
RAYTOWN	MO	64133	32-830-08-98-00-0-00-000
RAYTOWN	MO	64133	32-830-08-19-00-0-00-000
RAYTOWN	MO	64133	32-830-08-25-00-0-00-000
RAYTOWN	MO	64133	32-830-08-17-00-0-00-000
RAYTOWN	MO	64133	32-830-08-58-00-0-00-000
RAYTOWN	MO	64133	32-830-08-16-00-0-00-000
RAYTOWN	MO	64133	32-830-08-59-00-0-00-000
WHARTON	TX	77488	32-830-08-18-00-0-00-000
OLATHE	KS	66051	32-830-08-48-00-0-00-000

Buffer Area Map
(Properties within 185 ft of property boundaries):

REZONING
APPLICATION NUMBER
PC-2023-07
FROM Aug 18 2023 TO Nov 19 2023
PUBLIC HEARING AT CITY HALL
BEFORE THE RAYTOWN PLANNING COMMISSION ON
OCTOBER 5 2023 @ 7:00 P.M.
CITY OF RAYTOWN, MISSOURI
Unauthorized Removal, Defacing, or Destruction of this
Sign Punishable by Law.

September 5, 2023
Re: Case No: PC-2023-07

Dear Property Owner/Tenant:

Notice of Neighborhood Meeting and Public Hearings in Your Area

The Raytown Community Development Department is processing a Rezoning application filed by Four Gem Homes, LLC of Tustin, California requesting the zoning of the property be changed from R-3-P (High-Density Residential-Planned Zoning Overlay) to R-3-P (High-Density Residential-Planned Zoning Overlay) District on properties located at:

- 5811 Hunter Court;
- 5813 Hunter Court;
- 5815 Hunter Court;
- 5817 Hunter Court;
- 5819 Hunter Court;
- 5821 Hunter Court;
- 5823 Hunter Court;
- 5825 Hunter Court;
- 5827 Hunter Court;
- 5829 Hunter Court; and,
- 5831 Hunter Court

These properties cumulatively consist of 0.33 acre of land and are legally described as:

Blue Ridge Villas Units A, B, C, D & E Lot 5, Units A, B, & C, Lot 6 and Units A, B, & C Lot 7.

The parcels are located within the limits of the City of Raytown, Missouri, and are currently undeveloped. Approval for PZ-2017-013 was granted in 2018 for Turn Leaf Assisted Living Development (an Amendment to Planned Development – Blue Ridge Villas). This approval allowed for the development of a memory care unit. The applicant is now requesting to amend the properties to their originally approved use, which was for the development of residential villas for persons over the age of fifty-five (55) years. The applicant states that the villas will be comparable in size, purpose, and use to the nearby existing structures within Blue Ridge Villas that were constructed in 2008.

The applicant will be holding a neighborhood information meeting at Raytown City Hall at **2:00pm on Wednesday, September 20, 2023**, to which you are invited to discuss the application directly with them. City Staff will not be present at this time. If you have any concerns or need more information about the application, we highly recommend that you attend this meeting.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at **7:00pm on Thursday, October 5, 2023.** The full packet and agenda will be available for view on the City of Raytown website on Friday, September 29, 2023.

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for **7:00pm on Tuesday, November 14, 2023.**

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the neighborhood meeting and the public hearings to ask questions and provide comments regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by phone at (816)737-6059 or by email at shanak@raytown.mo.us.

If you will require any special accommodations (i.e., qualified interpreter, large print reader, hearing assistance) to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816)737-6014 no later than 48 hours prior to the applicable public hearing date.

NEIGHBORHOOD INFORMATION MEETING
SEPTEMBER 20, 2023
ATTENDANCE SHEET

Name	Phone Number	Address	Email Address
Ivan Chiang	949-232-3054	PO Box 3158, Tustin, CA 92781-3158	Ivan@forgemhomes.com
Mike Overbay	8166166409	5812 Lane Ave, Raytown	Michael.Overbay@gtt.net
Berda R. Sewell	816-358-4988	5841 Hunter Court, Raytown 64133	berdasewell@gmail.com
Cindy Stockton	816.590.6688	12300 Riverview Rd. Kearney, MO 64060	cindy@tkrkc.com
TIM HADLEY	816 507 5784	14020 HWY B OSBORN	TIM @ HADLEY TEM.COM

Shana Kelly

From: ivan@fourgemhomes.com
Sent: Saturday, September 23, 2023 2:15 PM
To: Shana Kelly
Cc: Tim Hadley
Subject: Report: Neighborhood Information Meeting 2023-Sep-20
Attachments: Neighborhood Information Meeting 2023-09-20.pdf; 2023-09-20 Neighborhood Info Mtg sign-in.pdf

Hi Shana,

Attached are the sign-in sheet and my presentation from the Wednesday, September 20, 2023, Neighborhood Information Meeting.

We had five(5) meeting attendees including myself. Two neighbors, Berda Sewell and Mike Overlay, attended. Berda Sewell lives in one of the townhome units inside Blue Ridge Villas and is the current Treasurer for the HOA. Mike Overlay is the owner of multiple properties on Lane Avenue which is to the east of and backs up to my Blue Ridge Villas lots. Tim Hadley (listing agent) and, Cindy Stockton, the buyer-developer that I'm under contract with was also there.

We started the meeting just a few minutes after 2pm by me giving the slide presentation in the attached. It was an interactive session and most questions asked during my presentation were just on understanding the rezoning application and reasons for it.

There was an extended question and answer period at the end in which we gathered around Cindy Stockton's iPad in which she showed her current development in Liberty, Missouri called Fulkerson Cottages which is comprised of 40x 2 bedroom 1 bath townhouses for senior 55+. She indicated that her intention was to build 2 bedroom 2 bath townhouse units for seniors 55+ at Blue Ridge Villas as soon as possible after the rezoning process is complete. Berda Sewell asked whether these newly built units will be for sale or for lease. Ms. Stockton said that a final determination has not been made yet, but she believes currently it is only financial feasible if they were for sale because the market rents in the area are too low for leasing. Mike Stockton wanted to know the building setback distance from his property which we answered by pulling up the platt map and showing him that it was 23 feet. He seems satisfied and relieved by that information.

We concluded after using up the allotted full hour for the meeting.

Let me know if you have any questions or comments.

Best Regards,
Ivan Chiang

Four Gem Homes, LLC
ivan@fourgemhomes.com
Mobile: 949-232-3054
Calif DRE # 01018422

On Sep 19, 2023, at 1:17 PM, Cindy Stockton <cindy@tkrkc.com> wrote:

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
09/13/2018 10:31:14 AM
WD FEE: $ 27.00 3 Pages
INSTRUMENT NUMBER:
2018E0080394

MISSOURI WARRANTY DEED

THIS INDENTURE, Made on **September** 6th, **2018** by and between

Grantor: **LIY Financial, LLC, a Wyoming Limited Liability Company**
OF Jackson COUNTY, Missouri

AND

Grantee: **Four Gem Homes, LLC, a Nevada Limited Liability Company**
whose mailing address is 1038 Bastanchury Rd., #200, Fullerton, CA 92835

WITNESSETH: THAT THE SAID GRANTOR, in consideration of the sum of **ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS** to be paid by said grantee(s) (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said grantee(s) his/her/their heirs/successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of **Jackson** and State of **Missouri,** to-wit:

Legal Description:
Tract I:
Units A, B, C and D of Lot 2, Units A, B, C and D of Lot 3, Units A, B, C and D of Lot 4, Units A, B, C, D and E of Lot 5, Units A, B, C of Lot 6, Units A, B, C of Lot 7, Units A, B, C and D of Lot 8, BLUE RIDGE VILLAS, a subdivision in Raytown, Jackson County, Missouri.
Tract II:
Unit C, Lot 1, BLUE RIDGE VILLAS, a subdivision in Raytown, Jackson County, Missouri.
Tract III:
Unit B, Lot 1, BLUE RIDGE VILLAS, a subdivision in Raytown, Jackson County, Missouri.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD.

Ivan Chiang and Yale Chiang, Trustees of the Li-Yong Chiang Family Trust, ,conveyors of the QuitClaim Deeds recorded October 24, 2016 as Document No's. 2016E0100181, 2016E0100182, 2016E0100183 is one and the same trust as Ivan Chiang and Yale Chiang, Trustees of the Li-Yong Chiang Family Trust, dated May 26, 2000.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said grantee(s) and unto his/her/their heirs/successors and assigns forever; the said grantor(s) hereby covenanting that he/she/they lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that he/she/they has/have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by him/her/them or those under whom he/she/they claim; and that he/she/they will warrant and defend the title to the said premises unto the said grantee(s) and unto his/her/their heirs/successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said grantor has/have hereunto set his/her/their hand(s) and seal the day and year above written.

LIY FINANCIAL, LLC, A WYOMING LIMITED LIABILITY COMPANY

Ivan Chiang
Manager

State of Kansas)
)
County of Johnson)

On this 6th day of September, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ivan Chiang, Manager,of LIY Financial, LLC, a Wyoming Limited Liability Company, a limited liability company, and that executed the foregoing instrument on behalf of said limited liability company, and such person(s) duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office, the day and year last above written.

My Commission Expires: 8/28/22

Lisa K. Raich
Notary Public

Lisa K. Raich
Printed Name

LISA K. RAICH
Notary Public - State of Kansas
My Appt. Expires August 28, 2022

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
09/13/2018 10:31:14 AM
DT FEE: $ 30.00 4 Pages
INSTRUMENT NUMBER:
2018E0080395

MISSOURI DEED OF TRUST

THIS DEED, Made and entered into on the 6th day of September, 2018, by and between

Grantor: Four Gem Homes, LLC, A NV Limited Liability Company

Trustee: **Platinum Title, LLC**

Grantee: The Li-Yong Chiang Family Trust, Dated May 26, 2000
whose mailing address is 17322 Santa Barbara St., Fountain Valley, CA 92708

WITNESSETH: That the party(ies) of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of One Dollar to be paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm unto the said party of the second part, the following described Real Estate situated in the County of Jackson in the State of Missouri: and possession of said premises now delivered unto said party of the second party.

Legal Description: **set out below** X **see Page** ____ **see Exhibit A** ____

Units A, B, C and D of Lot 2, Units A, B, C and D of Lot 3, Units A, B, C and D of Lot 4, Units A, B, C, D and E of Lot 5, Units A, B, C of Lot 6, Units A, B, C of Lot 7, Units A, B, C and D of Lot 8, BLUE RIDGE VILLAS, a subdivision in Raytown, Jackson County, Missouri.

Address:
5810 Hunter Ct., Raytown, MO 64133
5812 Hunter Ct., Raytown, MO 64133
5814 Hunter Ct., Raytown, MO 64133
5816 Hunter Ct., Raytown, MO 64133
5820 Hunter Ct., Raytown, MO 64133
5822 Hunter Ct., Raytown, MO 64133
5824 Hunter Ct., Raytown, MO 64133
5826 Hunter Ct., Raytown, MO 64133
5830 Hunter Ct., Raytown, MO 64133

PLATINUM TITLE, LLC
FILE# 2018513
4501 COLLEGE BLVD. STE 110
LEAWOOD, KS 66211

who shall, for the purposes of that advertisement and sale, succeed to the title and powers of party of the second part hereunder.

IN WITNESS WHEREOF, The said first party(ies) has(ve) hereunto set his/her/their hand(s) the day and year first above written.

Four Gem Homes, LLC, A NV Limited Liability Company
Ivan Chiang, Manager

Four Gem Homes, LLC, A NV Limited Liability Company
Nancy Chiang, Manager

STATE OF KS)

COUNTY OF Johnson)

On this 6th day of September, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared, Ivan Chiang, ,Manager for Four Gem Homes, LLC,, in fact to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____ the day and year last above written.

Notary Public

My Commission Expires: 8/28/22

Lisa K. Raich
Printed Name

LISA K. RAICH
Notary Public - State of Kansas
My Appt. Expires August 28, 2022

CITY OF RAYTOWN

PLANNING & ZONING COMMISSION

REGULAR MEETING

MINUTES

October 5, 2023
7:00 pm
Council Meeting Chambers

DRAFT

1. **Welcome by Vice Chairman Frazier.** Vice Chairman Frazier called the meeting to order at 7:00 PM.

2. **Call meeting to order and Roll Call.**

Thurman: Present	Jean-Paul: Present	Frazier: Present
Emerson: Present	Meyers: Present	Sneddon: Present
Bruenger: Present	Stock: Absent	

3. **Motion to Amend Agenda:** Vice Chairman Frazier entertained a motion to move item #1 to item #3. Motion was approved 7-0-1 upon a motion by Ms. Thurman and a second by Ms. Emerson.

4. **Election of Officers:** Mr. Frazier opened the discussion for the nomination of a new Planning Commission Chairperson. Mr. Meyers made a recommendation to hold the election via paper ballot. Mr. Meyers nominated Mr. Frazier as Planning Commission Chairperson. Ms. Thurman nominated Mr. Meyer. Voting was done anonymously via paper ballot. Mr. Meyers was elected Chairman.

5. **Approval of Minutes:** Minutes of July 6, 2023, Regular Meeting were approved 6-0-1 upon a motion by Ms. Emerson and a second by Mr. Thurman. Mr. Frazier abstained from voting.

6. **Public Discussion:** None.

7. **Old Business:** None.

8. **New Business:**
   A. **Case No.: <u>PZ 2023-07:</u>**
   Applicant: Four Gem Homes, LLC.
   Request: Requesting the approval of a Rezoning from "R-P-3" (Planned High Density Residential) to "R-P-3" (Planned High Density Residential) for the purpose of residential villas for persons over the age of 55 years to be located at 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, and 5834 Hunter Ct.

      1. **Introduction of Application by Chairman.**

Chairman Meyers introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Chairman Meyers entered the staff report and supporting documents into the record.

4. Applicant's Comments on Application

The applicant, Mr. Ivan Chiang, presented his request to the Planning Commission. The Planning Commission asked questions of Mr. Chiang, for which he provided answers.

5. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested Rezoning.

6. Commission Discussion.

The commissioners asked questions of staff and the applicant, which all were answered. The Planning Commission requested that the potential buyer/future property owner, Ms. Cindy Stockton, speak. The Commission asked questions of Ms. Stockton, of which she answered.

7. Public Comments on Application.

Chairman Meyers asked if there were any members of the public that would like to speak on the application. There were none.

8. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Ms. Emerson motioned and Mr. Bruenger seconded to recommend approval with conditions outlined in the staff report of the requested Rezoning application to the Board of Aldermen.

VOTE: Motion passed 7-0-1.

B. Case No.: PZ-2023-08
Applicant: Laark Investments, LLC.
Reason: Applicant is seeking the approval of a Conditional Use Permit for "Vehicle Sales, New and Used" for the properties located at 10012 and 10016 E. 350 Highway

1. Introduction of Application by Chairman.

Chairman Meyer introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Shana Kelly, Planning & Zoning Coordinator, entered the staff report and supporting documents into the record.

4. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested Conditional Use Permit.

5. Applicant's Comments on Application.

Mr. Kamali presented his application to the Planning Commission and discussed the reasons for the request. The Planning Commission asked questions of Mr. Kamali, for which he provided answers. City Staff, Shana Kelly, requested to modify condition #13 to read clearly that the one (1) year time period pertains to all required public improvements, which will be determined during the Site Plan application process. The applicants requested to modify the condition of approval to allow them five (5) years for the completion of public improvements. City Staff, Shana Kelly, requested to modify condition #14 to read that the Conditional Use Permit shall not be transferrable beyond the initial intended end-user, *Laark Investments* (d/b/a/ Vantage Motors, LLC.).

6. Public Comments on Application.

There were no public comments on this application.

7. Commission Discussion.

The commissioners discussed the application, asked questions of staff and the applicant, regarding the condition of approval that would allow for one (1) year for the implementation of public improvements. Ms. Thurman moved to change Condition #14 allowing for one (1) year to two (2) years for the completion of public improvements, and to change Condition #13 to replace "*Vantage Motors*" with "*Laark Investments*." The motion was seconded by Mr. Jean-Paul. City Attorney, Jennifer Baird, recommended to change Condition #13 to include the word "public" before the word improvements for clarification. The Commission voted whether or not to amend the above-mentioned conditions.

VOTE: Motion passed 7-0-1.

8. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Frazier made a motion to recommend approval of the application to the Board of Aldermen subject to the amended conditions. Mr. Sneddon seconded the motion.

VOTE: Motion passed 7-0-1.

C. Case No.: PZ-2023-09
Applicant: David Joiner, Integral Design Architecture
Reason: The applicant, on behalf of the property owner(s), is seeking the approval of a Utility Easement Vacation for the purpose of a building expansion.

1. Introduction of Application by Chairman.

Chairman Meyer introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Shana Kelly, Planning & Zoning Coordinator, entered the staff report and supporting documents into the record.

4. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested Vacation of a Utility Easement.

5. Public Comments on Application.

There were no public comments on this application.

6. Applicant's Comments on Application.

The applicant, Mr. Joiner, presented his request to the Planning Commission. The Planning Commission asked questions of Mr. Joiner, for which he provided answers.

7. Commission Discussion.

There was no additional discussion by the Planning Commission at this time.

8. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Sneddonen motioned and Mr. Frazier seconded to recommend approval with conditions outlined in the staff report of the Easement Vacation application to the Board of Aldermen.

VOTE: Motion passed 7-0-1.

9. Other Business- Missy Wilson, Assistant City Administrator, introduced Shana Kelly, the new Planning & Zoning Coordinator. She announced that the Board of Aldermen had approved the

budget for Fiscal Year 2024, which includes funding for City Staff to put out an RFP to assist in the update of the Comprehensive Plan.

10. **Set Future Meeting Date – Next Regular Meeting is Scheduled for Thursday, November 2, 2023, at 7:00 PM.**

11. **Meeting was Adjourned at 9:06 PM.**

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/03/2023

MEETING DATE: November 14, 2023

SUBMITTED BY: **DEPARTMENT: Community Development**

Document Type: Ordinance

SUBJECT/REQUEST

Board of Aldermen consideration and approval of an application filed by Laark Investments, LLC., dba Vantage Motors seeking approval of a Conditional Use Permit (CUP) for Vehicle Sales, New or Used, use to be located at 10012 & 10016 E. 350 Highway. These properties are zoned “HC” (Highway Commercial) and are within the 350 Highway Corridor Overlay District. Vantage Motors has operated a Vehicle Sales establishment at 10004 E. 350 Highway since 2010 and is now seeking to expand operations to 10012 and 10016 E. 350 Highway. The current site for Vantage Motors, 10004 E. 350, is adjacent to the subject parcels (10012 E. 350 Highway) in the rear (northwestern corner of the property) and is separated by one parcel, addressed as 10008 E. 350 Highway, used as an auto repair shop, in the front.

BACKGROUND/JUSTIFICATION

Laark Investments is seeking the approval for a new Conditional Use Permit (CUP) for Vehicle Sales, New and Used, to be located on the properties located at 10012 and 10016 E. 350 Highway. Vehicle Sales, New and Used, are allowed within “HC” (Highway Commercial) zoning with the approval of a Conditional Use Permit. Vantage Motors has operated a Vehicle Sales establishment at 10004 E. 350 Highway since 2010 and is now seeking to expand operations to 10012 and 10016 E. 350 Highway. The current site for Vantage Motors, 10004 E. 350, is adjacent to the subject parcels (10012 E. 350 Highway) in the rear (northwestern corner of the property) and is separated by one parcel, addressed as 10008 E. 350 Highway, used as an auto repair shop, in the front.
Prior to any sales, the site must be brought into conformance with the “HC” (Highway Commercial) Zoning District and the Highway Corridor Overlay District design standards. If the Conditional Use Permit is approved, the two (2) lots must be consolidated through either the Platting or Lot Combination process. The properties must undergo the 350 Highway Preliminary Site Plan and Final Site Plan Review processes.

RECOMMENDED MOTION

Staff recommends approval with conditions. The Planning & Zoning Commission voted (7-0) on October 5, 2023, to recommend approval of the application with the conditions contained in the staff report and the attached Ordinance. The applicant was present as the Conditions of Approval were individually explained.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

Planning & Zoning Commission recommended approval subject to conditions outlined in the staff report on October 5, 2023.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Jennifer Baird Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord CUP Laark Investment 10012 & 10016 E. 350 2. PZ.2023.08_CUP_Laark.Inv 3. Oct.5.2023_PC.Minutes

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		

Other:		

AN ORDINANCE APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO LAARK INVESTMENTS, LLC., TO OPERATE A VEHICLE SALES, NEW OR USED, USE AT 10012 AND 10016 E. MISSOURI 350 HIGHWAY IN AN HC, HIGHWAY COMMERCIAL, DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application PZ-2023-08, was duly submitted on or about August 18, 2023, by Laark Investments, LLC., requesting approval of a Conditional Use Permit to operate a Vehicle Sales, New or Used, Use on Property Located at 10012 and 10016 E. 350 Highway Within an HC, Highway Commercial, District in the City of Raytown, Jackson County, Missouri (the "Application"); and

WHEREAS, the Application was considered by the Planning Commission on October 5, 2023, and by a vote of 7 in favor, 0 against, rendered a report to the Board of Aldermen recommending that the Application by approved; and

WHEREAS, after opening the public hearing, considering all testimony and the record, and then closing the public hearing, the Board of Aldermen finds and declares that the provisions hereinafter contained and enacted are in pursuit of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown and rendered a decision to approve the Application subject to conditions.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF CONDITIONAL USE PERMIT. That the Application for approval of a Conditional Use Permit to operate a Vehicle Sales, New or Used, Use on Property Located at 10012 and 10016 E. 350 Highway Within an HC, Highway Commercial, District in the City of Raytown, Jackson, County, Missouri is hereby approved and issued to Laark Investments.

SECTION 2 – CONDITIONS OF APPROVAL. That the Application for approval of a Conditional Use Permit to operate a Vehicle Sales, New or Used, Use on Property Located at 10012 and 10016 E. 350 Highway within an HC, Highway Commercial, District in the City of Raytown, Jackson County, Missouri, be approved and issued to Laark Investments, subject to the following conditions as contained in the staff report and as modified and approved by the Planning Commission:

1. If approved, the subject properties must be consolidated through either the Platting or Lot Combination process prior to the construction of the new parking lot.
2. If approved, the property must undergo the 350 Highway Preliminary Site Plan and Final Plan Review processes prior to the sale of any vehicles.
3. Landscaping shall be installed in accordance with an approved site plan.
4. A Commercial Use Permit shall not be issued by the Community Development Department until all site improvements and landscaping are completed and have been approved by the City of Raytown and the Missouri Department of Transportation. No car shall be displayed or sold until all of the improvements required herein are installed / completed.
5. The business must comply with all applicable local, state, and federal laws and regulations.
6. Any lights used to illuminate the parking area shall be arranged, located or screened to direct light away from adjoining or abutting residential districts.
7. No ramp or other structure for the purpose of displaying vehicles shall be constructed, installed, or placed on the property.

8. No vehicles shall be parked or displayed on the public right-of-way, on grass or on other landscaped areas unless specifically approved as part of the site plan for the property.
9. No vehicle shall be unloaded or loaded on public right-of-way. Unloading and loading of vehicles shall be conducted only on private property.
10. Any inoperable, dismantled, or damaged vehicle shall be stored within the building so that it is not visible to persons outside of the building.
11. A minimum of three (3) parking spaces must be reserved for customer parking, including a minimum of one (1) handicap accessible space.
12. Appropriate signage be placed directly on each vehicle that is for sale that can easily be identified as marking such vehicle for that purpose. Such signage shall be placed on or inside the vehicle's windows and shall not consist of balloons, streamers, or other similar devices.
13. All required public improvements contained herein must be constructed within two (2) years of approval of an ordinance by the Board of Aldermen approving this Conditional Use Permit. If the public improvements are not constructed within two (2) years of approval of the said application by the Board of Aldermen, the Conditional Use permit shall be null and void.
14. The Conditional Use Permit shall not be transferrable beyond the initial intended end-user, Laark Investments (d/b/a/ Vantage Motors, LLC.), except that the Conditional Use Permit can be transferred from Vantage Motors LLC. to its parent, subsidiary, or affiliate, or to a franchisee or dealer of Vantage Motors LLC.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ___ day of November 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Staff Report

To: City of Raytown, Planning & Zoning Commission

From: Shana Kelly, Planning & Zoning Coordinator

Case #: PZ-2023-08 Conditional Use Permit

Planning & Zoning Meeting Date: October 5, 2023

Board of Aldermen Date: November 14, 2023

Applicant: Laark Investments, LLC.

Location: 10012 & 10016 E. 350 Highway

Property Owner: Laark Investments, LLC.

Project Summary: The applicant is requesting a Conditional Use Permit for the purpose of Vehicle Sales, New and Used.

Staff Recommendation: Staff recommends **Approval with Conditions** of the Conditional Use Permit Application. Conditions are outlined below.

Background Information: The property owner, Laark Investments, LLC., dba Vantage Motors, is requesting the approval of a Conditional Use Permit for the purpose of Vehicle Sales, New and Used on the properties addressed as 10012 and 10016 E M 350 Hwy. Vantage Motors has operated a Vehicle Sales establishment at 10004 E 350 Highway since 2010 and is now seeking to expand operations to 10012 and 10016 E 350 Highway. The current site for Vantage Motors, 10004 E. 350, is adjacent to the subject parcel (10012 E 350) in the rear (northwestern corner of the property) and is separated by one parcel, addressed as 10008 E 350 Highway, used as an auto repair shop, in the front.

The property owner has been granted an approved Commercial Use Permit for office use at 10012 E 350 Highway. 10016 E 350 Highway contains an unusable vacant building. The applicant intends to demolish the existing structure and create a parking lot for the storage and display of vehicles for sale. Prior to any sales, the site must be brought into conformance with the “HC” (Highway Commercial Corridor) Zoning District regulations and the 350 Highway Corridor Design Overlay standards. If the Conditional Use Permit application is approved, the two (2) lots must be consolidated through either the Platting or Lot Combination process. The properties must undergo the 350 Highway Preliminary Site Plan and Final Plan Review processes.

Zoning: “HC-P” (Highway Corridor Commercial – Planned Overlay District)

Total Land Area: The total land area for both parcels is 0.96 acre.

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10000 E 59th Street ● Raytown, MO 64133
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Future Applications: If the Conditional Use Permit application is approved, the two (2) lots must be consolidated through either the Platting or Lot Combination process. The properties must undergo the 350 Highway Preliminary Site Plan and Final Plan Review processes.

Public Noticing: *The Daily Record:* A public hearing notice was published in The Daily Record Kansas City, on **September 15, 2023**. A copy of the affidavit of publication is included with the attachments to this report. Letters to Residents and Property Owners were mailed to property owners within 185 feet of the subject property on **September 14, 2023.** A copy of the letter is included with the attachments to this report.

Neighborhood Meeting: The applicant held a neighborhood meeting on **September 21, 2023**. No one other than the applicants attended.

Adjacent Properties:

	Zoning:	**Current Land Use:**
North:	"R-2" (Medium Density Residential)	A mix of single-family homes and duplexes
South:	Public Right-of-Way	Highway (E 350 Hwy)
East:	"R-2" (Medium Density Residential)	Single-family homes
West:	"HC" (Highway Corridor Commercial)	An automotive repair business and a used vehicle sales business.

Land Use Conditions: The land use *"Vehicle Sales, New and Used,"* being requested by the Conditional Use Permit is subject to the following land use conditions:

1. Such principal use shall not locate or expand an existing operation within 1,500 feet of any other property on which another principal vehicle sales, new or used, business is located; however, the planning commission and board of aldermen may give special consideration to expansion of an existing operation within 1,500 feet of another property with the same principal use if said expansion will improve the overall character of the neighborhood and not increase the overall number of vehicle sales businesses in the city. This shall only occur pursuant to approval of a conditional use permit for the expansion.

2. The separation distance between two such uses shall be measured from the primary entrance of the first vehicle sales business, from or to the primary entrance of the second such business.

3. Separation distance provisions shall not apply to any vehicle sales, new or used, business that can demonstrate that they were in operation at the current physical location prior to the effective date of the ordinance from which this article is derived.

4. Any existing business licensed under this category that has had a change of ownership occur, resulting in the owner of record no longer controlling a majority of the interest in the business, shall be deemed a new business and shall apply for a new business license in accordance with chapter 10 of the Raytown Municipal Code. If the previous owner's business license expired more than six months prior to the new owner filing a business license application to take over control of the business, the new application to change ownership shall not be approved unless all of the requirements of this use table condition can be met, and a conditional use permit has been issued. This shall also apply if the physical use of a specific location for vehicle sales has ceased for a period of six months or more.

5. Spaces dedicated on a property for the placement of vehicles for sale shall be properly marked and provide adequate drive aisles to access all such marked spaces. These spaces shall in no way reduce the required number of parking spaces to be provided for customers, employees, or handicapped.

6. Appropriate signage be placed directly on each vehicle that is for sale that can easily be identified as marking such vehicle for that purpose. Such signage shall be placed on or inside the vehicle's windows and shall not consist of balloons, streamers, or other similar devices.

Street Classification: E 350 Highway is classified as a Highway.

Vehicular and Pedestrian Access: The site has two (2) right-in, right-out access points along E 350 Highway. If approved, the properties must be consolidated undergo the 350 Highway Preliminary Site Plan and Final Plan Review processes. This process will require the implementation of ADA-compliant sidewalks along the frontage of 350 Highway, connecting to the building's main entrance.

Conditional Use Permit Factors to Be Considered:

1. **The stability and integrity of the various zoning districts.**

   The proposed use is appropriate for the site(s) and the "HC" (Highway Commercial Corridor) zoning district as this zoning designation is intended for businesses that attract patrons on a regional level. Vantage Motors has been operating in the neighborhood since 2010 with no issues.

2. **The conservation of property values.**

   If approved, the proposed pre-owned automotive sales business will occupy one currently vacant property/building and will bring both sites into conformance with the 350 Highway Corridor Design Guidelines, thereby helping to stabilize and/or improve the value of properties in the area in which it is located. Staff does not have any information that indicates that the proposed pre-owned automotive sales business would have any adverse impacts on the surrounding properties.

3. **Protection against fire casualties.**

   If the application is approved, prior to opening, the applicant will be required to obtain a Commercial Use Permit from the Community Development Department. In order to obtain a Use Permit, the City's Building Official and the Fire Marshall must inspect the building and property to ensure that the building and property do not pose a fire threat and are safe to occupy.

4. **Observation of general police regulations.**

   The approval of a Conditional Use Permit for the purpose of Vehicle Sales, New and Used, will not violate any general police regulations.

5. **Prevention of traffic congestion.**

   If approved, the sites must undergo a Traffic Impact Assessment. Staff does not have any evidence to suggest that the proposed business will impact traffic greater than the capability of the sites and 350 Highway to accommodate it.

6. **Promotion of traffic safety and the orderly parking of motor vehicles.**

   As indicated on the Site Plan, there are two (2) right-in, right-out access points connecting to E 350 Highway, which are proposed to remain. The new parking lot design elements will be reviewed more thoroughly during the Site Plan approval process.

7. **Promotion of the safety of individuals and property.**

   If the Conditional Use Permit is approved, a Commercial Use Permit from the Community Development Department will be required. In order to obtain a Commercial Use Permit, the City's Building Official and the Fire Marshall must inspect the building and property to ensure that the building and property do not pose a fire threat and are safe to occupy.

8. **Provisions for adequate light and air.**

   The proposal allows for adequate light and air, as the development will involve the demolition of an existing building located at 10016 E 350 Highway for the creation of a parking lot to showcase vehicles for sale. Lighting will be reviewed during the Site Plan process to ensure that lighting used to illuminate the parking area shall be arranged, located, or screened to direct light away from adjoining or abutting residential district.

9. **Prevention of overcrowding and excessive intensity of land uses.**

   No new construction is being proposed, other than that of a parking lot. The use of the properties as a Vehicle Sales establishment will not cause overcrowding and/or excessive intensity of land uses. The number of vehicles allowed to be displayed for sale will be determined at the time of

10. **Provision for public utilities and schools.**

    The property addressed as 10012 has an existing building that is served by existing public utilities. The approval of a Conditional Use Permit and the proposed future development will not have an impact on schools in Raytown or the school district.

11. **Invasion by inappropriate uses.**

    The area is suitable for a Vehicle Sales establishment. Vehicle Sales, New and Used, are permitted in the "HC" (Highway Commercial Corridor) district with the approval of a Conditional Use Permit. Vantage Motors has been operating in the area at its present-day location since 2010 with no issues.

12. **Value, type and character of existing or authorized improvements and land uses.**

    As indicated on the submitted Site Plan, the applicant is proposing to make the following changes to the two (2) subject parcels, which will be reviewed in greater detail during the Site Plan application process:
    - The demolition of the existing building located at 10016 E 350 Highway;
    - The construction of a striped and gated parking lot for the storage of vehicles for sale;
    - The addition of landscaping materials;
    - Increased lighting;
    - Curbing and guttering will be installed along the frontage of E 350 Hwy;

13. **Encouragement of improvements and land uses in keeping with overall planning.**

    The applicant is not proposing to construct a new building, but rather to demolish an existing building and to construct a parking lot. If approved, all required improvements contained herein must be constructed within one (1) year of approval of an ordinance by the Board of Aldermen approving this Conditional Use Permit. If the improvements are not constructed within one (1) year of approval of the said application by the Board of Aldermen, the Conditional Use permit shall be null and void.

14. **Provision for orderly and proper renewal, development, and growth.**

    As previously noted, the building at 10016 E 350 Hwy has been vacant for a number of years. The approval of the Conditional Use Permit, and subsequent Site Plan, will allow this site to become usable. If the Conditional Use Permit is granted, the proposed Vehicle Sales establishment will be in line with the Comprehensive Plan and the regional commercial activity that was the intent for this zoning district.

PUBLIC WORKS:

- **Items that require plan revision or additional documentation before engineering can recommend approval:**
  - NONE
- **Items that are conditions of approval:**
  - NONE
- **Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:**
  - Dependent on the scope of work, the property owner may need to re-work the sanitary sewer system, or possibly obtain sanitary sewer easements from neighboring properties. This may include the need to disable the existing private sewer service that once served the building at 10016 E 350 Hwy.
  - Curbing and sidewalk improvements along the highway frontage will be required as part of the Platting/Lot Combination and Site Plan processes; and,
  - Potentially private stormwater detention will be necessary, along with some private stormwater improvements.

ATTACHMENTS:

- Zoning Map
- Site Photos
- Site Plans
- Letter of Neighbor Support
- Application
- Warranty Deed
- Approved Commercial Use Permit for 10012 E. 350 Hwy
- Street Classification Map
- Affidavit of Publication
- Mailing List (185 ft. from property boundary lines)
- Buffer Map (185 ft. from property boundary lines)
- Neighborhood Letter

RECOMMENDATION:

Staff recommends that the Planning & Zoning Commission **Approve** Conditional Use Permit application **PZ-2023-8** subject to the following conditions:

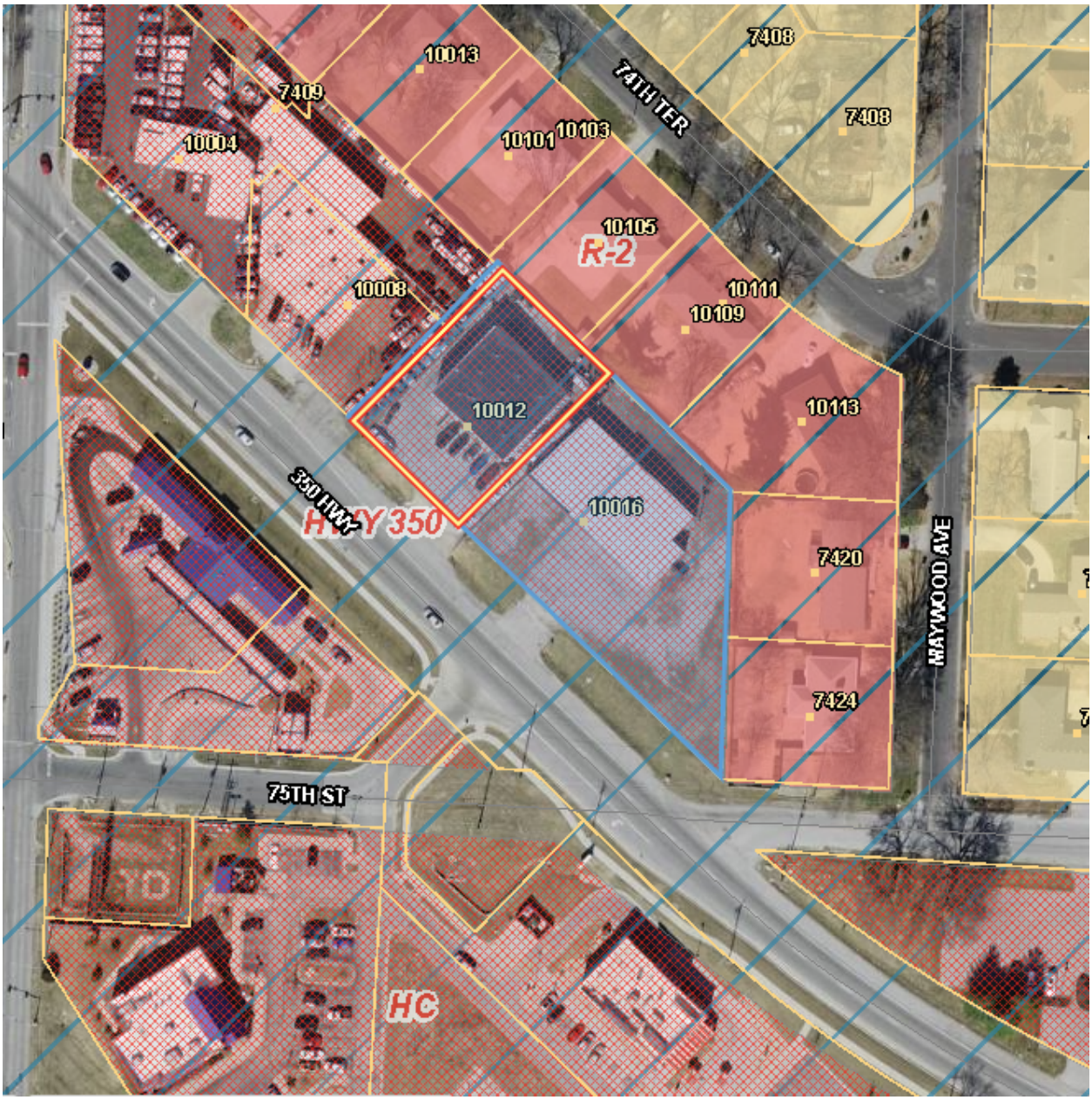
1. If approved, the subject properties must be consolidated through either the Platting or Lot Combination process prior to the construction of the new parking lot.
2. If approved, the property must undergo the 350 Highway Preliminary Site Plan and Final Plan Review processes prior to the sale of any vehicles.
3. Landscaping shall be installed in accordance with an approved site plan.
4. A Commercial Use Permit shall not be issued by the Community Development Department until all site improvements and landscaping are completed and have been approved by the City of Raytown and the Missouri Department of Transportation. No car shall be displayed or sold until all of the improvements required herein are installed / completed.
5. The business must comply with all applicable local, state, and federal laws and regulations.
6. Any lights used to illuminate the parking area shall be arranged, located or screened to direct light away from adjoining or abutting residential districts.
7. No ramp or other structure for the purpose of displaying vehicles shall be constructed, installed, or placed on the property.
8. No vehicles shall be parked or displayed on the public right-of-way, on grass or on other landscaped areas unless specifically approved as part of the site plan for the property.
9. No vehicle shall be unloaded or loaded on public right-of-way. Unloading and loading of vehicles shall be conducted only on private property.
10. Any inoperable, dismantled, or damaged vehicle shall be stored within the building so that it is not visible to persons outside of the building.
11. A minimum of three (3) parking spaces must be reserved for customer parking, including a minimum of one (1) handicap accessible space.
12. Appropriate signage be placed directly on each vehicle that is for sale that can easily be identified as marking such vehicle for that purpose. Such signage shall be placed on or

inside the vehicle's windows and shall not consist of balloons, streamers, or other similar devices.

13. All required public improvements contained herein must be constructed within two (2) years of approval of an ordinance by the Board of Aldermen approving this Conditional Use Permit. If the public improvements are not constructed within two (2) years of approval of the said application by the Board of Aldermen, the Conditional Use permit shall be null and void.
14. The Conditional Use Permit shall not be transferrable beyond the initial intended end-user, Laark Investments (d/b/a/ Vantage Motors, LLC.), except that the Conditional Use Permit can be transferred from Vantage Motors LLC. to its parent, subsidiary, or affiliate, or to a franchisee or dealer of Vantage Motors LLC.

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Zoning Map



Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

The building located at 10016 E 350 Hwy

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

From 10016 E 350 Hwy looking Northwest

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

The building located at 10012 E 350 Hwy

RE: CASE NO. PC2023-08

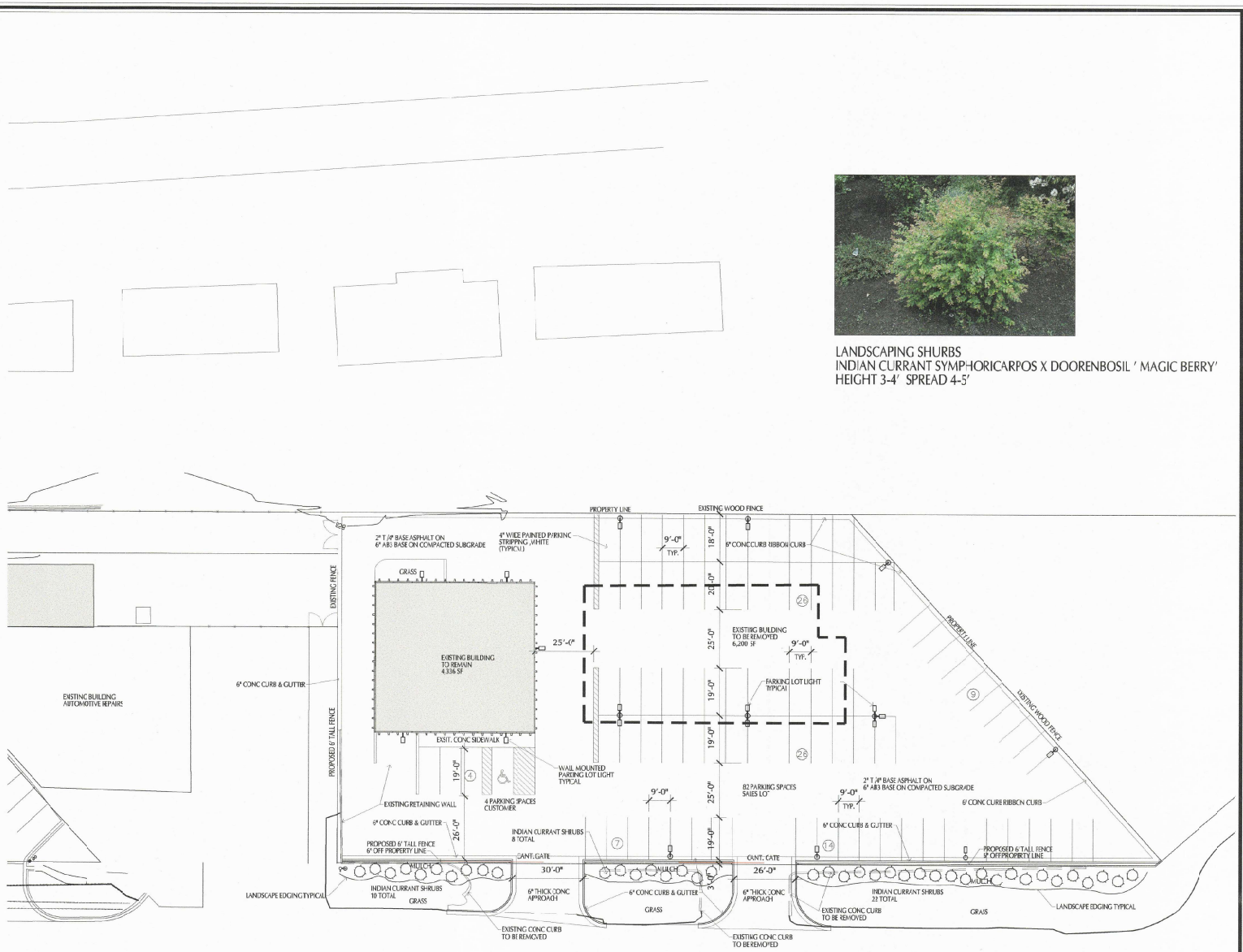
I am in full support of this project. I am the owner of adjasent property @

10101 E 74TH TERR.
10103 " " "
10105 " " "
10107 " " "

ROBERT L. MAIS

Robert L Mais

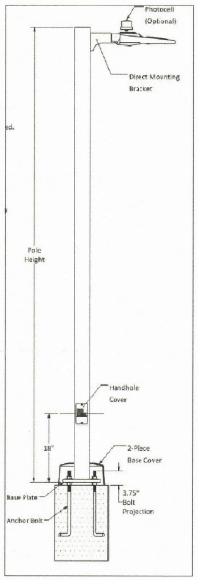
816-392-1899



SITE PLAN 1
Scale 1" = 20'-0"

LANDSCAPING SHURBS
INDIAN CURRANT SYMPHORICARPOS X DOORENBOSIL ' MAGIC BERRY'
HEIGHT 3-4' SPREAD 4-5'

PLAN NOTES



PARKING LOT LIGHT POLE
ENERGY LIGHTING INC
MODEL PK 150
OR APPROVED EQUAL
15' POLE HEIGHT
CONC BASE 36" ABOVE GRADE
120V 150 WATTS
5000K 25,500 LUMENS/FIXTURE
PHOTOCELL
DARK BRONZE
DIMMABLE

ROSE DESIGN GROUP LLC
ARCHITECTS ■ PLANNERS
A Division of Rose Design Build
913-782-0777 FAX: 913-782-0888
P.O. BOX 100 OLATHE, KS 66051
MISSOURI STATE CERTIFICATE OF AUTHORITY - 2008016845
www.BuildWithRose.com

PROPOSED CAR LOT EXPANSION FOR:
VANTAGE MOTORS LLC
10012 E 350 HIGHWAY
RAYTOWN, JACKSON COUNTY, MISSOURI

NO.	DESCRIPTION	DATE

PROJECT NUMBER 22015
DATE ISSUED: 05 / 12 / 22

SHEET NUMBER
A1.1

SITE PLAN

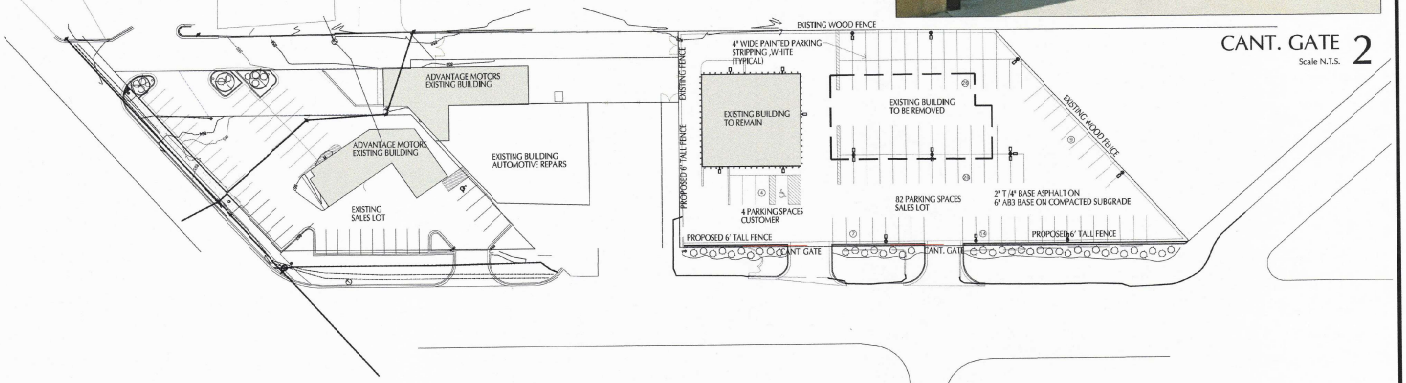
Aug 11, 2023 – 11:36am – USER: ChrisB
T:\Rose Projects\22015 - Vantage Motors Service Remodel\Production\Permits & Zoning\Architecture\A1.1 ENLARGED SITE PLAN.dwg
CONFIDENTIAL – PROPRIETARY: THIS DOCUMENT IS THE PROPERTY OF ROSE DESIGN GROUP, INC. AND IS SUBJECT TO RETURN UPON REQUEST. THE DOCUMENT INCLUDES CONFIDENTIAL AND PROPRIETARY INFORMATION OF ROSE CONSTRUCTION CO., INC. AND IS LOANED IN CONFIDENCE WITH THE UNDERSTANDING THAT IT IS NOT TO BE COPIED OR REPRODUCED WITHOUT THE EXPRESS WRITTEN PERMISSION OF, AND THAT NEITHER THE DOCUMENT NOR THE INFORMATION CONTAINED THEREON WILL BE USED ADVERSELY TO ROSE DESIGN GROUP, INC. ALL PATENT RIGHTS ARE RESERVED.

LOCATION MAP 4
Scae N.T.S.

PROPOSED 6' TALL FENCING 3
LOCATED 6' INSIDE PROPERTY LINE ALONG 350 ROW
LOCATED ON WESTERN PROPERTY LINE
Scale N.T.S.

EXISTING FENCING 5
Scale N.T.S.

CANT. GATE 2
Scale N.T.S.



SITE PLAN 1
Scale 1" = 40'-0"

PLAN NOTES

ROSE DESIGN GROUP INC
ARCHITECTS ■ PLANNERS
A Division of Rose Design Build
913-782-0777
P.O. BOX 100
FAX: 913-782-0998
OLATHE, KS 66051
MISSOURI STATE CERTIFICATE OF AUTHORITY # 2008034941
www.BuildWithRose.com

PROPOSED CAR LOT EXPANSION FOR:
VANTAGE MOTORS LLC
10012 E 350 HIGHWAY
RAYTOWN, JACKSON COUNTY, MISSOURI

NO.	DESCRIPTION	DATE

PROJECT NUMBER 22015
DATE ISSUED: 05 / 12 / 22

SHEET NUMBER
A1.0

SITE PLAN

Aug 11, 2023 - 11:11am - USER: ChrisB
T:\Rose\Projects\2022\22015 Vantage Motors Service Remodel\Production\Planning & Zoning\Architectural\A101 SITE PLAN.dwg
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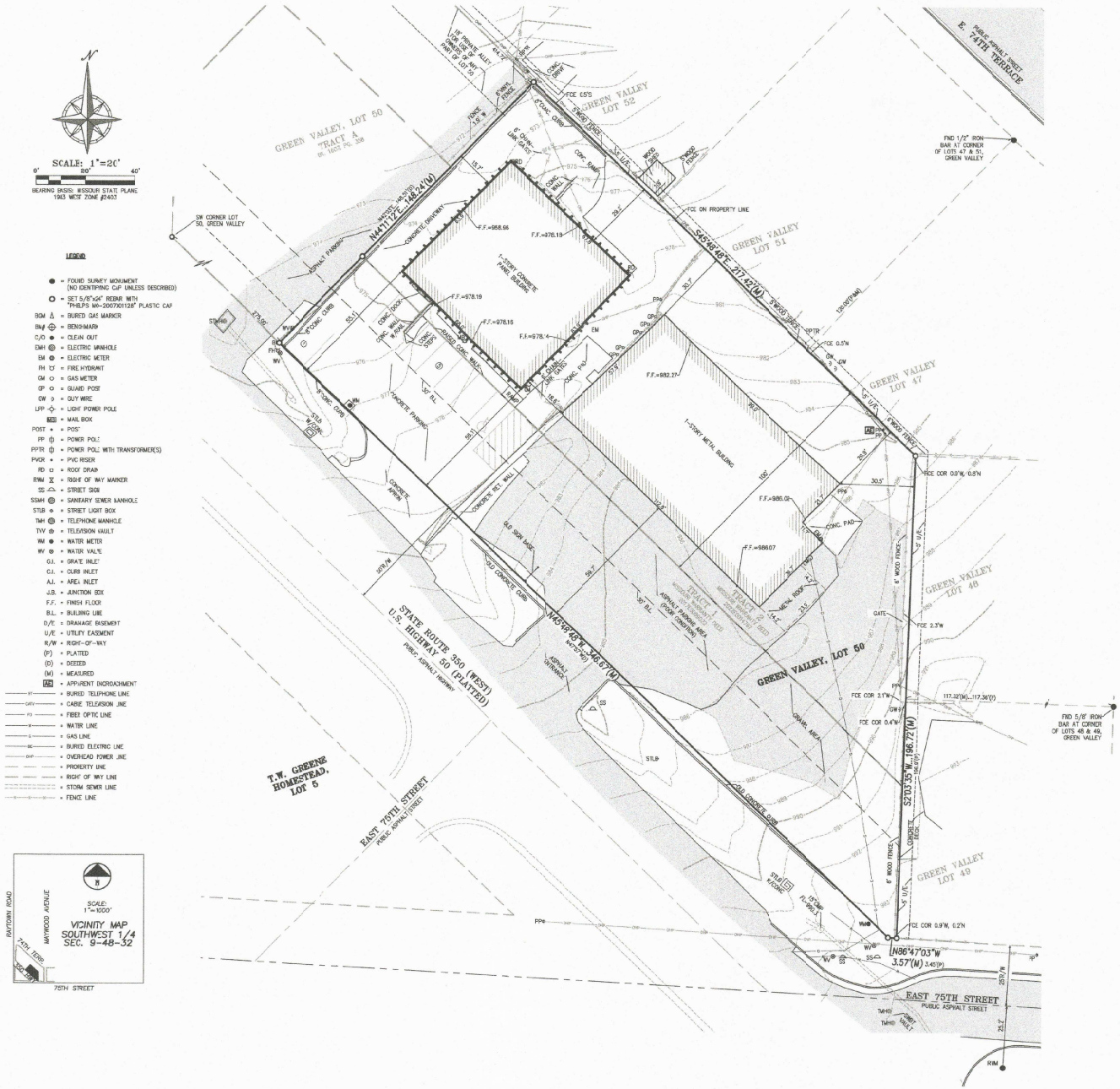


PROPERTY DESCRIPTIONS:

TRACT 1
MISSOURI WARRANTY DEED, 2017E0090022

THAT PART OF LOT 50, GREEN VALLEY A SUBDIVISION IN RAYTOWN, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 50, SAID POINT BEING SOUTH 47° 57' EAST 275 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF U. S. HIGHWAY NO. 50, AS NOW ESTABLISHED; THENCE NORTH 42° 03' EAST 148.51 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH ALONG EASTERLY LINE OF SAID LOT TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE WEST AND NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO POINT OF BEGINNING, EXCEPT THE NORTHERLY 100 FEET, THE SOUTHERLY LINE OF SAID NORTHERLY 100 FEET BEING MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF THE RIGHT-OF-WAY OF U. S HIGHWAY 50 AND PARALLEL WITH THE NORTHERLY LINE.

TRACT 2
MISSOURI WARRANTY DEED, 2022E0147797

THE NORTHERLY 100 FEET OF THE FOLLOWING DESCRIBED TRACT; THE SOUTHERLY LINE OF SAID NORTHERLY 100 FEET BEING MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF U.S HIGHWAY 50 AND PARALLEL WITH THE NORTHERLY LINE OF THE FOLLOWING DESCRIBED TRACT; TO-WIT: THAT PART OF LOT 50, GREEN VALLEY, A SUBDIVISION IN RAYTOWN, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 50, SAID POINT BEING SOUTH 47° 57' EAST 275 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; SAID POINT ASO BEING ON THE NORTHEASTERLY RIGHT OF WAY OF U.S. HIGHWAY NUMBER 50 AS NOW ESTABLISHED; THENCE NORTH 42° 03' EAST 148.51 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH ALONG EASTERLY LINE OF SAID LOT TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE WEST AND NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO POINT OF BEGINNING.

AREA (TRACT 1&2) = ±3.9679 ACRES / ±42,152 SQ.FT.

SURVEY NOTES:

1. THERE ARE 6 PARKING STALLS, INCLUDING 1 HANDICAP STALL. PARKING STALLS ARE MARKED WITH STRIPES AS SHOWN HEREON.
2. THERE IS NO VISIBLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
3. THERE IS NO VISIBLE EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES. THERE IS NO VISIBLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
4. ALL PLOTTABLE OFFSITE, APPURTENANT EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR AS A PART OF THE SURVEY PURSUANT TO SECTIONS 5 AND 6 ARE SHOWN HEREON.
5. TWO (2) BUILDINGS EXIST ON THE SURVEYED PROPERTY AS SHOWN.
6. CONTOURS SHOWN HEREON ARE AT 1 FOOT INTERVALS.
7. THIS PROPERTY HAS ACCESS TO U.S. HIGHWAY 50, AND ACCESS TO RAYTOWN ROAD THROUGH AN EASEMENT FOR ALLEY FROM 18 FEET TO 24 FEET WIDE OVER TRACTS LYING NORTHWESTERLY OF AND ADJACENT TO SUBJECT PROPERTY, FOR THE USE AND BENEFIT OF THE OWNERS OF TRACTS IN LOT 50, RESERVED AND DESCRIBED IN THE DEED RECORDED DECEMBER 28, 1962, AS DOCUMENT NO. 804191, IN BOOK 1807, AT PAGE 258.
8. THERE IS ONE VISIBLE ENCROACHMENTS INTO THE SUBJECT PROPERTY BY STREETS, ALLEYS, BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, EXCEPT AS SHOWN ON THIS SURVEY.
9. THE PROPERTY DEPICTED AND LEGALLY DESCRIBED SHOWN HEREON, DESCRIBE MATHEMATICALLY CLOSED FIGURES. NO EVIDENCE OF GORES, GAPS, OR OVERLAPS WERE OBSERVED ALONG EXTERIOR BOUNDARIES IS THE SAME PROPERTY LEGALLY DESCRIBED IN THE TITLE COMMITMENT REFERENCED HEREON.
10. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

APPARENT ENCROACHMENTS:

1. APPARENT ENCROACHMENT OF TWO (2) POWER POLES IN THE NORTHEAST CORNER OF SUBJECT PROPERTY WITHOUT THE SUPPORT OF AN EASEMENT. AE

FLOOD NOTE:

THIS PROPERTY LIES WITHIN ZONE X DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF RAYTOWN, COMMUNITY NO. 290176, JACKSON COUNTY, KANSAS, MAP NO. 29095C0402G, AND DATED JANUARY 20, 2017.

UTILITY NOTE:

UTILITIES SHOWN HEREON ARE SHOWN FROM FIELD LOCATES BY THE UTILITY COMPANIES OR THEIR RESPECTIVE REPRESENTATIVES AND MAPPING PROVIDED BY THE UTILITY COMPANIES AND ARE NOT THE RESULT OF AN ACTUAL DIG PEI DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN HEREON.

BEFORE DIGGING, CONTACT THE KANSAS ONE CALL SYSTEM AT 1 800 DIG-SAFE OR 811 FOR UTILITY LOCATES.
BEFORE DIGGING, CONTACT THE MISSOURI ONE CALL SYSTEM AT 1 800 DIG-RITE OR 811 FOR UTILITY LOCATES.

ZONING:

SUBJECT PROPERTY IS CURRENTLY ZONED IC, HIGHWAY COMMERCIAL, PER THE RAYTOWN MISSOURI ONLINE, ZONING MAP

BENCHMARK: VERTICAL DATUM = NAVD88 BASED ON GPS OBSERVATION USING (SMARTNET GPS NETWORK)
1. SET "+" CUT AT SOUTHWEST CORNER OF SUBJECT PROPERTY ON THE SOUTHWEST CURB CORNER.
ELEVATION = 975.57

CERTIFICATION:

THIS CERTIFICATE OF SURVEY HAS BEEN PREPARED FOR ROSE DESIGN BUILD, AND IS BASED ON AN ACTUAL FIELD SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, IN FEBRUARY 2023, AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS, AND THE DEPARTMENT OF AGRICULTURE, LAND SURVEY PROGRAM. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

STATE OF MISSOURI
PLS 2021004164
DAVID WAYNE JONES, JR.
REGISTERED LAND SURVEYOR

BY: _____ 2-1-2023
DAVID WAYNE JONES JR., MO. LS-2021004164

PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
fax (913) 393-1166
www.phelpsengineering.com

PLANNING
ENGINEERING
IMPLEMENTATION

CERTIFICATE OF SURVEY
TOPOGRAPHIC MAP
10012 & 10016 E M-350 HIGHWAY
RAYTOWN, JACKSON COUNTY, MISSOURI

No.	Date	Revisions:	By	App.

PROJECT NO. 230035
DATE: 2/28/23
DRAWN: DWJ
CERTIFICATE OF AUTHORIZATION NUMBER: 2007101128
CERTIFICATE OF AUTHORIZATION LAND SURVEYING: 2007000128

SHEET 1 OF 1

\\PHELPS-SERVER\Projects\P\230035\Dwg\BASE.dwg, Layout:36x24 Mar 01, 2023 - 5:10pm David Jones

City of Raytown

Community Development Department

Case Number 2023-08
Date Received 8/11/23
Map Page

RECEIVED
AUG 11 2023
BY

CITY OF RAYTOWN
APPLICATION FOR CONDITIONAL USE PERMIT

PART I **Background Information**

1. This request applies to property at the following address:
   10012 and 10016 E. 350 Highway, Raytown, Missouri

2. The name(s), address(es), and phone number(s) of the property owners: (As listed on the deed)

Name	Address	Phone
LAARK INVESTMENTS LLC, a Missouri limited liability company	10004 EM 350 HWY, Raytown, MO	913-961-0990

3. We, the property owner(s), do hereby appoint the following person as our agent during consideration of our request:

Name	Address	Phone/Email
Chris R Bell	15311 W 109th Street, Lenexa Ks	913-782-0777 chrisb@buildwithrose.com

4. The property is currently being used for the following purposes:
   east building is vacant, west building be used by current owner / applicant

5. Zoning classification of the property: Highway Commercial (HC)

6. Specify the use desired for the property: Used Automotive Dealership / Commercial

7. Please list all existing structures and their heights located on the property:

Structure	Height
Precast Concrete T structure 4,335 SF	20'
PEMB metal building 6,200 SF	16' (to be removed)

8. We, the undersigned, do hereby authorize the submission of this application and associated documents, and do hereby certify that all the information contained therein is true and correct. (Signatures of property owners)

Updated 04/10/2018

PART II **Conditional Use Permit Information**

In considering an application for a conditional use permit, the city shall give consideration to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to the following factors:

1. The stability and integrity of the various zoning districts;
2. Conservation of property values;
3. Protection against fire and casualties;
4. Observation of general police regulations;
5. Prevention of traffic congestion;
6. Promotion of traffic safety and the orderly parking of motor vehicles;
7. Promotion of the safety of individuals and property;
8. Provision for adequate light and air;
9. Prevention of overcrowding and excessive intensity of land uses;
10. Provision for public utilities and schools;
11. Invasion by inappropriate uses;
12. Value, type and character of existing or authorized improvements and land uses;
13. Encouragement of improvements and land uses in keeping with overall planning; and
14. Provision for orderly and proper renewal, development and growth.

The information provided by the applicant to the following questions is an opportunity to justify approval of a conditional use permit based on the above listed factors.

If the space provided is not adequate, the applicant may attach additional pages. The applicant is also encouraged to submit any other pertinent information, such as photographs, drawings, maps, statistics, legal documents, and letters of support.

A. The proposed conditional use will be in keeping with the character of the neighborhood because:

Keeping in character of the existing surrounding commercial services of automotive uses and redevelopment of an existing property that is need of repair.

B. The proposed use will be consistent with the uses and zoning on nearby parcels because:

Adjacent land uses are automotive services and used car sales

C. This property is more suited for the proposed use than its current uses because:

Original businesses were abandoned,west building is currently being used by current owner as automotive reconditioning of used cars prior to sales, east building is in need of demolition. Automotive sales commercial use has less of traffic impact than the original uses of the existing buildings which were auto repairs and auto detailing retail business.

D. The proposed conditional use could have the following detrimental effects on nearby parcels:

None ,since it is a upgrade to a dilapidated site.

E. Prior to submitting this application, the property has been vacant for:

Multiple years prior to purchase by current owner.

F. If the application is denied, the property owner(s) will face the following hardships:

would be forced to try and sell the land with poor site conditions and only one building worth saving.

G. Public facilities and utilities are adequate to serve the proposed use as follows:
all utilities are existing

H. Additional comments:

Checklist for
Planning and Zoning Commission Applications

This application cannot be processed until each of the following items has been submitted.

Date Completed	
X	**Application fee of $450.00.**
X	**A written and signed certification from the County Treasurer's office that all property taxes for the parcel has been paid.**
X	**Legal description of the property to which the request applies in an electronic format.**
X	**Copy of a deed showing ownership.**
X	**A site plan indicating information specified for the Site Plan Review Process.**
	Traffic Impact Analysis containing information as specified on the attached sheet. proposed use has less traffic impact than original uses
	Storm Drainage Analysis unless waived by Director of Public Works. no additional pavement area per original development
	Signage information for any signage to be installed as part of the proposed use. signage by owner will be submitted under a separate sign permit submittal. Will be for building facade mounted sign. No monument signage is anticipated at this time.

Updated 04/10/2018

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
02/15/2022 8:53 AM
COV FEE: $24.00 2PGS

INSTRUMENT NUMBER
2022E0014797

MISSOURI WARRANTY DEED

Clear Title Nationwide, Inc.
FILE NO: 2201163

THIS INDENTURE, Made February 18, 2022, by and between

GRANTOR, Anastasia Kornis, a single person,

hereinafter referred to as Party of the First Part, whether one or more, and

GRANTEE, LAARK Investments LLC, a Limited Liability Company,

hereinafter referred to as Party of the Second Part, whether one or more. Mailing address of said first named Grantee is 10004 E 350 Highway Raytown MO 64138

WITNESSETH, That the said Party of the First Part, in consideration of the sum of Ten and NO/100 DOLLARS ($10.00) and other good and valuable consideration to him paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said Party of Second Part, his heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jackson and State of Missouri, to-wit:

The Northerly 100 feet of the following described tract, the Southerly line of said Northerly 100 feet being measured at right angles to the Northeasterly line of the right of way of U.S. Highway 50 and parallel with the Northerly line of the following described tract, to-wit: That part of Lot 50, GREEN VALLEY, a subdivision in Raytown, Jackson County, Missouri, described as follows: Beginning at a point on the Southwesterly line of said Lot 50, said point being South 47° 57' East 275 feet from the Southwesterly corner of said lot, said point also being on the Northeasterly right of way of U.S. Highway Number 50 as now established; thence North 42° 03' East 148.51 feet to a point on the Northeasterly line of said lot; thence Southeasterly along the Northeasterly line of said lot to the Northeasterly corner thereof; thence South along Easterly line of said lot to the Southeasterly corner of said lot; thence West and Northwesterly along the Southerly line of said lot to point of beginning,

Commonly Known As: **10012 East State Route 350, Raytown, MO 64138**

Anastasia Kornis states that he/she and **George A. Kornis** were marred at the time they acquired title to the subject property and remained continuously in title until the date of his/her death on **October 22, 2017.**

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto the said Party of the Second Part, and unto his heirs and assigns forever; the said Party of the First Part hereby covenanting that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by him or those under whom he claims and that he will warrant and defend the title to the said premises unto the said Party of the Second Part and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine or feminine, and whether one or more. If Party of the First Part or Party of the Second Part shall be corporations, all references herein to the heirs of such corporate party shall be construed to refer to the successors thereof.

IN WITNESS WHEREOF, this deed has been executed the day and year first above written.

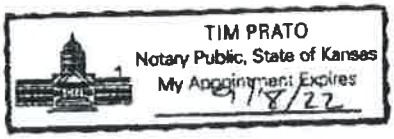
A. Komis
Anastasia Komis

STATE OF KANSAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on this 10th day of February, 2022, by Anastasia Komis.

Title and Rank Tim Prato

My appointment expires:



JACKSON
County ★ Missouri

45-630-16-17-00-0-00-000

Property Account Summary

Parcel ID:	45-630-16-17-00-0-00-000	Property Address:	10012 E M 350 HWY , RAYTOWN, MO 64133

General Information

Property Description	GREEN VALLEYPT OF LOT 50 DAF: BEG SWLY COR LT 50 TH SELY 275' ALGNE ROW OFU S 50 HWY TH N 42 DEGE 148.51 FT TH SELY ALGNELY LI SD LOT100FT TH S 42 DEG W 148.51' TH NLY ALG NROW LI HWY 50 100' TO POB 48.51 FT TO E LI HWY 50; THNWLY100 FT TO BEG.
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	022
Remarks	From Conversion

Property Characteristics

No Property Characteristics Found

Parties

Role	Percent	Name	Address
Taxpayer	100	LAARK INVESTMENTS LLC	10004 E US 350 HWY, RAYTOWN, MO 64138
Owner	100	LAARK INVESTMENTS LLC	10004 E US 350 HWY, RAYTOWN, MO 64138

Property Values

Value Type	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019
Market Value Total	238700	191000	191000	173400	173400
Taxable Value Total	76384	61120	61120	55488	55488
Assessed Value Total	76384	61120	61120	55488	55488

Motor Vehicle Account Asset Inventory

Item Type	Make	Model	Series	Model Year	Item ID	Plate Number	Name on Title 1	Name on Title 2

No Vehicle Account Assets Found

Active Exemptions

No Exemptions Found

Tax Balance

No Available Tax Charges Information for this Property at the Moment.

Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount

No Distributions Found

Receipts

Date	Receipt No.	Amount Applied to Parcel	Amount Due for Parcels Selected	Receipt Total	Change
11/25/2022 16:42:00	13162227	$6,627.60	$6,627.60	$6,627.60	$0.00
12/05/2021 16:44:00	12668387	$6,647.59	$18,621.95	$18,621.95	$0.00
12/12/2020 17:54:00	12230219	$6,085.53	$6,085.53	$6,085.53	$0.00
12/26/2019 00:00:00	11745837	$6,057.18	$6,057.18	$6,057.18	$0.00
12/26/2018 00:00:00	11172880	$3,586.73	$3,586.73	$3,586.73	$0.00
12/21/2017 00:00:00	10575831	$3,498.17	$3,498.17	$3,498.17	$0.00
12/19/2016 00:00:00	9996446	$2,923.52	$2,923.52	$2,923.52	$0.00
02/18/2016 09:56:00	9623203	$591.96	$591.96	$591.96	$0.00
01/08/2016 09:48:00	9583053	$2,390.04	$2,930.04	$2,390.04	$0.00
12/12/2014 00:00:00	8848881	$2,951.41	$2,951.41	$2,951.41	$0.00
12/16/2013 00:00:00	8297043	$2,953.13	$2,953.13	$2,953.13	$0.00
12/15/2013 00:00:00	10544978	$0.00	$3,498.17	$3,498.17	$0.00
12/20/2012 00:00:00	7772111	$4,309.87	$4,309.87	$4,309.87	$0.00
12/20/2011 00:00:00	7220840	$4,307.35	$4,307.35	$4,309.35	$0.00
12/29/2010 00:00:00	6732671	$4,777.07	$4,777.07	$4,777.07	$0.00
12/18/2009 00:00:00	6106344	$4,715.97	$4,715.97	$4,715.97	$0.00
12/31/2008 00:00:00	5662017	$4,369.06	$4,369.06	$4,369.06	$0.00
12/31/2007 00:00:00	5111209	$3,962.52	$3,962.52	$3,962.52	$0.00
01/02/2007 00:00:00	4558239	$3,738.92	$3,738.92	$3,738.92	$0.00
12/30/2005 00:00:00	3995870	$3,540.64	$3,540.64	$3,540.64	$0.00
01/03/2005 00:00:00	3484579	$3,601.72	$3,601.72	$3,601.72	$0.00
01/05/2004 00:00:00	2969368	$3,601.68	$3,601.68	$3,601.68	$0.00
12/31/2002 00:00:00	2388941	$3,585.44	$3,585.44	$3,585.44	$0.00
01/02/2002 12:00:00	1783221	$3,582.78	$3,582.78	$3,582.78	$0.00
01/05/2001 12:00:00	1312021	$3,302.19	$3,302.19	$3,302.19	$0.00
02/02/2000 12:00:00	852932	$3,305.42	$3,305.42	$3,305.42	$0.00
12/31/1998 12:00:00	161316	$3,317.51	$3,317.51	$3,317.51	$0.00

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Version 4.5.0.0

JACKSON County ★ Missouri

45-630-16-14-00-0-00-000

Property Account Summary

Parcel ID:	45-630-16-14-00-0-00-000	Property Address:	10016 E M 350 HWY , RAYTOWN, MO 64133

General Information

Property Description	GREEN VALLEY BEG SE COR LOT 50 TH N W ALG S LI LOT 247.18 FT TH N 42 DEG E148 .51 FT TO N LI LOT 50 TH SE ALG SD LI 115.85 FT TH196.9 FT TO POB.
Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	022
Remarks	From Conversion

Property Characteristics

No Property Characteristics Found

Parties

Role	Percent	Name	Address
Taxpayer	100	LAARK INVESTMENTS LLC	10004 E US 350 HWY, RAYTOWN, MO 64138
Owner	100	LAARK INVESTMENTS LLC	10004 E US 350 HWY, RAYTOWN, MO 64138

Property Values

Value Type	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019
Market Value Total	272500	218000	218000	217100	217100
Taxable Value Total	87200	69760	69760	69472	69472
Assessed Value Total	87200	69760	69760	69472	69472

Motor Vehicle Account Asset Inventory

Item Type	Make	Model	Series	Model Year	Item ID	Plate Number	Name on Title 1	Name on Title 2
No Vehicle Account Assets Found								

Active Exemptions

No Exemptions Found

Tax Balance

No Available Tax Charges Information for this Property at the Moment.

Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
No Distributions Found				

Receipts

Date	Receipt No.	Amount Applied to Parcel	Amount Due for Parcels Selected	Receipt Total	Change
11/25/2022 16:43:00	13162229	$7,564.49	$16,277.65	$16,277.65	$0.00
12/02/2021 13:52:00	12655880	$7,587.31	$16,366.77	$16,366.77	$0.00
12/29/2020 10:48:00	12332230	$7,619.20	$16,465.37	$16,465.37	$0.00
12/30/2019 23:34:00	11784395	$7,583.70	$16,415.06	$16,415.06	$0.00
12/28/2018 11:58:00	11192086	$6,432.32	$16,607.73	$16,607.73	$0.00
12/06/2017 00:00:00	10392696	$6,273.49	$6,273.49	$12,770.72	$0.00
11/06/2017 10:29:00	10291141	$6,414.65	$6,414.65	$6,414.65	$0.00
04/04/2017 10:04:00	10216753	$15,000.00	$20,836.50	$15,000.00	$0.00
04/26/2016 11:35:00	9672623	$7,777.53	$7,777.53	$7,777.53	$0.00
04/29/2013 09:02:00	7997867	$20,854.86	$20,854.86	$20,854.86	$0.00
02/05/2010 13:42:00	6267889	$12,375.38	$12,375.38	$12,375.38	$0.00
02/14/2008 13:16:00	5180054	$4,748.67	$4,748.67	$4,748.67	$0.00
12/29/2006 09:35:00	4512828	$4,192.11	$4,192.11	$4,192.11	$0.00
12/29/2005 00:00:00	3976271	$4,132.16	$4,132.16	$4,132.14	$0.00
02/18/2005 09:43:00	3547201	$3,955.84	$4,095.48	$3,955.84	$0.00
01/07/2004 00:00:00	2984878	$3,955.80	$3,955.80	$3,955.80	$0.00
01/05/2004 00:00:00	2954408	$0.00	$3,955.80	$3,955.80	$0.00
01/02/2003 00:00:00	2401455	$3,938.02	$3,938.02	$3,938.02	$0.00
12/14/2001 12:00:00	1647430	$3,935.10	$3,935.10	$3,935.10	$0.00
01/08/2001 12:00:00	1319633	$3,626.60	$3,626.60	$3,626.60	$0.00
12/23/1999 12:00:00	581175	$3,630.14	$3,630.14	$3,630.14	$0.00
12/23/1999 12:00:00	559796	$0.00	$3,630.14	$3,630.14	$0.00
12/31/1998 12:00:00	161315	$3,643.42	$3,643.42	$3,643.42	$0.00

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Version 4.5.0.0

CITY OF RAYTOWN

City of Raytown, Missouri
Occupational License

License Number: 004508-8
Expires: 09/30/2024

License is hereby Granted To: VANTAGE MOTORS LLC

VANTAGE MOTORS LLC
10004 E 350 HWY
RAYTOWN, MO 64138

Subject to the provisions of all ordinances now in force and that may be passed by said City of Raytown

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE AND IS NON-TRANSFERABLE.

Mayor Mike McDonough

City Collector Lisa Emerson

City Clerk Teresa Henry

CITY OF RAYTOWN

City of Raytown, Missouri
Occupational License

License Number: OGR-001374-2022
Expires: 08/31/2023

License is hereby Granted To: VANTAGE MOTORS LLC (SERVICE)

VANTAGE MOTORS LLC (SERVICE)
10012 E STATE ROUTE 350
Raytown, MO 64133

Subject to the provisions of all ordinances now in force and that may be passed by said City of Raytown

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE AND IS NON-TRANSFERABLE.

Mayor Mike McDonough

City Collector Lisa Emerson

City Clerk Teresa Henry

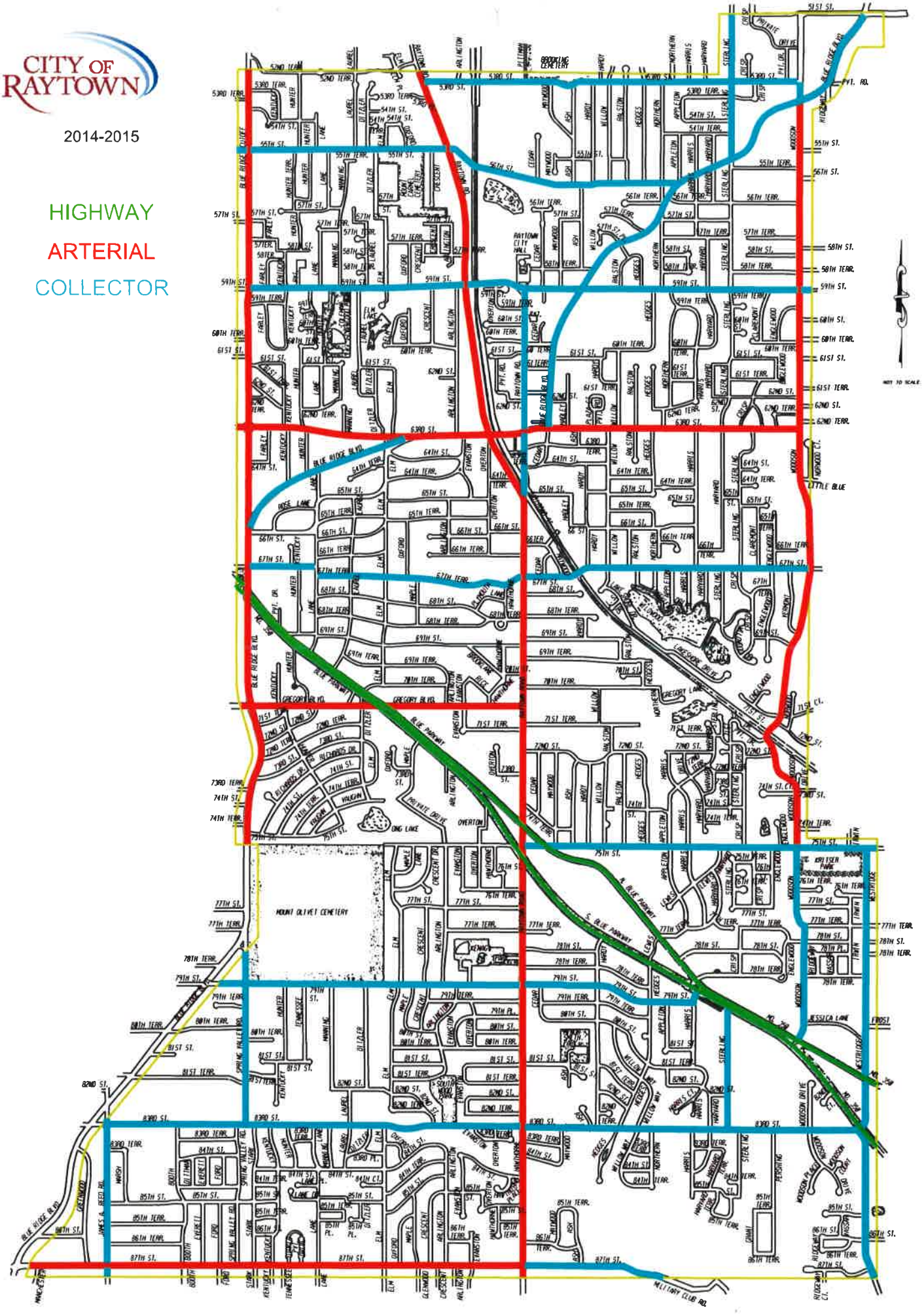
CITY OF RAYTOWN

2014-2015

HIGHWAY

ARTERIAL

COLLECTOR



Kansas City Daily Record
920 Main St
Kansas City, MO, 64105
Phone: 8169312002 Fax: 0

The Daily Record
KANSAS CITY

Affidavit of Publication

To: City of Raytown - Missouri - Michael Stolzle
10000 E 59Th St
Raytown, MO, 64133

Re: Legal Notice 2539234, 10012 & 10016 E M 350 Hwy, Raytown, Missouri

State of MO }
} SS:
County of Jackson }

I, Amanda Loyet, being duly sworn, depose and say: that I am the Authorized Designee of Kansas City Daily Record, a daily newspaper of general circulation in Kansas City, County of Jackson, State of MO; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the Kansas City Daily Record once each day for 1 consecutive days; and that the date of the publication were as follows: 09/15/2023.

Publishers fee: $61.48

By: Amanda Loyet

Sworn to me on this 18th day of September 2023

By:

Karie C Clark
Notary Public, State of MO
No. 20404921
Qualified in Lincoln County
My commission expires on
October 19, 2024

KARIE C CLARK
Notary Public - Notary Seal
Lincoln County - State of Missouri
Commission Number 20404921
My Commission Expires Oct 19, 2024

Notice of Public Hearings

Affected Property: 10012 & 10016 E M 350 Hwy, Raytown, Missouri
Jackson County Parcel ID # 45-630-16-17-00-0-00-000 & 45-630-16-14-00-0-00-000

A public hearing to consider a Conditional Use Permit application for a "Vehicle Sales, New or Used" use, filed by the property owner, Laark Investments LLC., to be located on two (2) "HC" (Highway Commercial) zoned properties located within the 350 Highway Overlay District addressed as 10012 & 10016 E M 350 Hwy in Raytown, Missouri, will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday, October 5, 2023. The packet and agenda should be available for viewing on the City of Raytown's website on Friday, September 29, 2023.

The Raytown Board of Aldermen will also hold a public hearing to consider this Conditional Use Permit, tentatively scheduled for 7:00pm on Tuesday, November 14, 2023.

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the public hearings to ask questions and provide comments. Additional information can be obtained from the Department of Community Development located in Raytown City Hall at 10000 E. 59th Street, by telephone at (816)737-6059 or by email at shanak@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816)737-6014 no later than 48 hours prior to the applicable public hearing date.

2539234 Jackson Sep. 15, 2023

FID_Parcels_3_19_20	SitusAddre	SitusCity	SitusState	SitusZipCo	owner
17540	10016 E M 350 HWY	RAYTOWN	MO	64133	LAARK INVESTMENTS LLC
	10016 E M 350 HWY				TENANT
17579	10109 E 74TH TER	RAYTOWN	MO	64133	BUILES JULIAN A
	10111 E 74TH TER				TENANT
17557	10113 E 74TH TER	RAYTOWN	MO	64133	HIGGS JASON J
17546	10001 E M 350 HWY	RAYTOWN	MO	64133	MDC COASTAL I LLC
	10001 E M 350 HWY				TENANT
24930	10004 E M 350 HWY	RAYTOWN	MO	64133	AAK INVESTMENT LLC
	10004 E M 350 HWY				TENANT
17471	7423 MAYWOOD AVE	RAYTOWN	MO	64133	BROWNING MICHAEL T
17600	10105 E 74TH TER	RAYTOWN	MO	64133	MAIS ROBERT L & PENNY S-TRUSTEES
	10105 E 74TH TER				RESIDENT
	10107 E 74TH TER				RESIDENT
17633	10101 E 74TH TER	RAYTOWN	MO	64133	MAIS ROBERT L & PENNY S-TRUSTEES
	10101 E 74TH TER				RESIDENT
	10103 E 74TH TER				RESIDENT
24918	10019 E M 350 HWY	RAYTOWN	MO	64138	FREDDY'S LAND LLC
	10019 E M 350 HWY				TENANT
17419	10201 E 75TH ST	RAYTOWN	MO	64138	ROSS DAVID A-TRUSTEE
	10201 E 75TH ST				TENANT
16551	10104 E 74TH TER	RAYTOWN	MO	64133	CHRYSOCOLLA PROPERTIES LLC
	10104 E 74TH TER				RESIDENT
17568	10012 E M 350 HWY	RAYTOWN	MO	64133	LAARK INVESTMENTS LLC
	10012 E M 350 HWY				TENANT
17639	7408 MAYWOOD AVE	RAYTOWN	MO	64133	O'CONNOR ALEC J & O'CONNOR AMY
17536	7415 MAYWOOD AVE	RAYTOWN	MO	64133	JONES PHYLLIS G
17497	7419 MAYWOOD AVE	RAYTOWN	MO	64133	HAYES JEFF S
17506	7420 MAYWOOD AVE	RAYTOWN	MO	64133	LOFTIS ALAN
17477	7424 MAYWOOD AVE	RAYTOWN	MO	64133	PALERMO PAUL F & MARTHA L TRUSTEES
17659	10013 E 74TH TER	RAYTOWN	MO	64133	MJB PROPERTY LLC
	10013 E 74TH TER				RESIDENT
	10015 E 74TH TER				RESIDENT
17710	7403 RAYTOWN RD	RAYTOWN	MO	64133	O REILLY INVESTMENT CO

	7403 RAYTOWN RD			TENANT
24929	10008 E M 350 HWY	RAYTOWN	MO	64133 NORDYKE STEPHEN KEITH & NANCY SUE
	10008 E M 350 HWY			TENANT

owneraddre	ownercity	ownerstate	ownerzipcc	Parcel_ID
10004 E US 350 HWY	RAYTOWN	MO	64138	45-630-16-14-00-0-00-000
10016 E M 350 HWY				
10109 E 74TH TER	RAYTOWN	MO	64133	45-630-16-02-00-0-00-000
10111 E 74TH TER				
10113 E 74TH TER	RAYTOWN	MO	64133	45-630-16-01-00-0-00-000
11995 EL CAMINO REAL	SAN DIEGO	CA	92130	45-630-17-01-01-0-00-000
10001 E M 350 HWY				
14003 CODY ST	OVERLAND PARK	KS	66221	45-630-16-21-00-0-00-000
10004 E M 350 HWY				
7423 MAYWOOD AVE	RAYTOWN	MO	64133	45-630-15-04-00-0-00-000
15919 S KIDWELL RD	GREENWOOD	MO	64034	45-630-16-03-00-0-00-000
10105 E 74TH TER				
10107 E 74TH TER				
15919 S KIDWELL RD	GREENWOOD	MO	64034	45-630-16-04-00-0-00-000
10101 E 74TH TER				
10103 E 74TH TER				
206 N ROCK RD STE 200	WICHITA	KS	67206	45-720-02-01-03-0-00-000
10019 E M 350 HWY				
3144 W 138TH TER	LEAWOOD	KS	66224	45-720-01-09-00-0-00-000
10201 E 75TH ST				
4224 NE PORT DR	LEES SUMMIT	MO	64064	45-630-05-17-00-0-00-000
10104 E 74TH TER				
10004 E US 350 HWY	RAYTOWN	MO	64138	45-630-16-17-00-0-00-000
10012 E M 350 HWY				
7408 MAYWOOD AVE	RAYTOWN	MO	64133	45-630-05-19-00-0-00-000
7415 MAYWOOD AVE	RAYTOWN	MO	64133	45-630-15-02-00-0-00-000
7419 MAYWOOD AVE	RAYTOWN	MO	64133	45-630-15-03-00-0-00-000
7420 MAYWOOD AVE	RAYTOWN	MO	64133	45-630-16-12-00-0-00-000
7424 MAYWOOD	RAYTOWN	MO	64133	45-630-16-11-00-0-00-000
14548 SHERWOOD	LEAWOOD	KS	66224	45-630-16-05-00-0-00-000
10013 E 74TH TER				
10015 E 74TH TER				
PO BOX 9167	SPRINGFIELD	MO	65801-916	45-630-16-20-00-0-00-000

7403 RAYTOWN RD RT 1 BOX 646 10008 E M 350 HWY	BUTLER	MO	64730	45-630-16-19-00-0-00-000

Raytown, MO

Legend

- Road
- Parcel
- Address Point
- City Limit

Notes

200.3 0 100.14 200.3 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

September 6, 2023
Re: Case No: PC-2023-08

Dear Property Owner/Tenant:

Notice of Neighborhood Meeting and Public Hearings in Your Area

The Raytown Community Development Department is processing a Conditional Use Permit application filed by Laark Investments, LLC., requesting the approval of a Conditional Use Permit for *"Vehicle Sales, New and Used"* for the properties located at:

- 10012 E 350 Highway; and,
- 10016 E 350 Highway

These properties cumulatively consist of 0.96 acre of land are located within the City of Raytown, Missouri. They are legally described as:

10012 E 350 Hwy:

GREEN VALLEY; PT OF LOT 50 DAF: BEG SWLY COR LT 50 TH SELY 275' ALG; NE ROW OFU S 50 HWY TH N 42 DEGE 148.51 FT TH SELY ALG; NELY LI SD LOT100FT TH S 42 DEG W 148.51' TH NLY ALG N; ROW LI HWY 50 100' TO POB 48.51 FT TO E LI HWY 50; TH; NWLY100 FT TO BEG.

and

10012 E 350 Hwy:

GREEN VALLEY BEG SE COR LOT 50 TH N W ALG S LI LOT 247.18 FT TH N 42 DEG E148 .51 FT TO N LI LOT 50 TH SE ALG SD LI 115.85 FT TH196.9 FT TO POB.

"Vehicle Sales, New and Used" is allowed within the "HC" Highway Commercial/Highway 350 Corridor Zoning District with the approval of a Conditional Use Permit.

As a nearby owner or tenant, you are entitled to appear and provide comments at any of the public hearings on this matter or to provide written comments.

The applicant will be holding a neighborhood information meeting at Raytown City Hall at **2:00pm on Thursday, September 21, 2023**, to which you are invited to discuss the application directly with them. City Staff will not be present at this time. If you have any concerns or need more information about the application, we highly recommend that you attend this meeting.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at **7:00 PM on Thursday October 5, 2023.** The full packet and agenda should be available for view on the City of Raytown website on Friday, September 29, 2023.

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for **7:00 PM on Tuesday, November 14, 2023.**

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E 59th Street, Raytown, MO 64133.

The public is invited to attend the neighborhood meeting and the public hearings to ask questions and provide comments regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by phone at (816)737-6059 or by email at shanak@raytown.mo.us.

If you will require any special accommodations (i.e., qualified interpreter, large print reader, hearing assistance) to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816)737-6014 no later than 48 hours prior to the applicable public hearing date.

CITY OF RAYTOWN

PLANNING & ZONING COMMISSION

REGULAR MEETING

MINUTES

October 5, 2023
7:00 pm
Council Meeting Chambers

DRAFT

1. **Welcome by Vice Chairman Frazier.** Vice Chairman Frazier called the meeting to order at 7:00 PM.

2. **Call meeting to order and Roll Call.**

Thurman: Present	Jean-Paul: Present	Frazier: Present
Emerson: Present	Meyers: Present	Sneddon: Present
Bruenger: Present	Stock: Absent	

3. **Motion to Amend Agenda:** Vice Chairman Frazier entertained a motion to move item #1 to item #3. Motion was approved 7-0-1 upon a motion by Ms. Thurman and a second by Ms. Emerson.

4. **Election of Officers:** Mr. Frazier opened the discussion for the nomination of a new Planning Commission Chairperson. Mr. Meyers made a recommendation to hold the election via paper ballot. Mr. Meyers nominated Mr. Frazier as Planning Commission Chairperson. Ms. Thurman nominated Mr. Meyer. Voting was done anonymously via paper ballot. Mr. Meyers was elected Chairman.

5. **Approval of Minutes:** Minutes of July 6, 2023, Regular Meeting were approved 6-0-1 upon a motion by Ms. Emerson and a second by Mr. Thurman. Mr. Frazier abstained from voting.

6. **Public Discussion:** None.

7. **Old Business:** None.

8. **New Business:**
   A. **Case No.: <u>PZ 2023-07:</u>**
   Applicant: Four Gem Homes, LLC.
   Request: Requesting the approval of a Rezoning from "R-P-3" (Planned High Density Residential) to "R-P-3" (Planned High Density Residential) for the purpose of residential villas for persons over the age of 55 years to be located at 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, and 5834 Hunter Ct.

      1. **Introduction of Application by Chairman.**

Chairman Meyers introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Chairman Meyers entered the staff report and supporting documents into the record.

4. Applicant's Comments on Application

The applicant, Mr. Ivan Chiang, presented his request to the Planning Commission. The Planning Commission asked questions of Mr. Chiang, for which he provided answers.

5. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested Rezoning.

6. Commission Discussion.

The commissioners asked questions of staff and the applicant, which all were answered. The Planning Commission requested that the potential buyer/future property owner, Ms. Cindy Stockton, speak. The Commission asked questions of Ms. Stockton, of which she answered.

7. Public Comments on Application.

Chairman Meyers asked if there were any members of the public that would like to speak on the application. There were none.

8. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Ms. Emerson motioned and Mr. Bruenger seconded to recommend approval with conditions outlined in the staff report of the requested Rezoning application to the Board of Aldermen.

VOTE: Motion passed 7-0-1.

B. Case No.: PZ-2023-08
Applicant: Laark Investments, LLC.
Reason: Applicant is seeking the approval of a Conditional Use Permit for "Vehicle Sales, New and Used" for the properties located at 10012 and 10016 E. 350 Highway

1. Introduction of Application by Chairman.

Chairman Meyer introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Shana Kelly, Planning & Zoning Coordinator, entered the staff report and supporting documents into the record.

4. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested Conditional Use Permit.

5. Applicant's Comments on Application.

Mr. Kamali presented his application to the Planning Commission and discussed the reasons for the request. The Planning Commission asked questions of Mr. Kamali, for which he provided answers. City Staff, Shana Kelly, requested to modify condition #13 to read clearly that the one (1) year time period pertains to all required public improvements, which will be determined during the Site Plan application process. The applicants requested to modify the condition of approval to allow them five (5) years for the completion of public improvements. City Staff, Shana Kelly, requested to modify condition #14 to read that the Conditional Use Permit shall not be transferrable beyond the initial intended end-user, *Laark Investments* (d/b/a/ Vantage Motors, LLC.).

6. Public Comments on Application.

There were no public comments on this application.

7. Commission Discussion.

The commissioners discussed the application, asked questions of staff and the applicant, regarding the condition of approval that would allow for one (1) year for the implementation of public improvements. Ms. Thurman moved to change Condition #14 allowing for one (1) year to two (2) years for the completion of public improvements, and to change Condition #13 to replace "*Vantage Motors*" with "*Laark Investments*." The motion was seconded by Mr. Jean-Paul. City Attorney, Jennifer Baird, recommended to change Condition #13 to include the word "public" before the word improvements for clarification. The Commission voted whether or not to amend the above-mentioned conditions.

VOTE: Motion passed 7-0-1.

8. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Frazier made a motion to recommend approval of the application to the Board of Aldermen subject to the amended conditions. Mr. Sneddon seconded the motion.

VOTE: Motion passed 7-0-1.

C. Case No.: PZ-2023-09
Applicant: David Joiner, Integral Design Architecture
Reason: The applicant, on behalf of the property owner(s), is seeking the approval of a Utility Easement Vacation for the purpose of a building expansion.

1. Introduction of Application by Chairman.

Chairman Meyer introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Shana Kelly, Planning & Zoning Coordinator, entered the staff report and supporting documents into the record.

4. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested Vacation of a Utility Easement.

5. Public Comments on Application.

There were no public comments on this application.

6. Applicant's Comments on Application.

The applicant, Mr. Joiner, presented his request to the Planning Commission. The Planning Commission asked questions of Mr. Joiner, for which he provided answers.

7. Commission Discussion.

There was no additional discussion by the Planning Commission at this time.

8. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Sneddonen motioned and Mr. Frazier seconded to recommend approval with conditions outlined in the staff report of the Easement Vacation application to the Board of Aldermen.

VOTE: Motion passed 7-0-1.

9. Other Business- Missy Wilson, Assistant City Administrator, introduced Shana Kelly, the new Planning & Zoning Coordinator. She announced that the Board of Aldermen had approved the

budget for Fiscal Year 2024, which includes funding for City Staff to put out an RFP to assist in the update of the Comprehensive Plan.

10. **Set Future Meeting Date – Next Regular Meeting is Scheduled for Thursday, November 2, 2023, at 7:00 PM.**

11. **Meeting was Adjourned at 9:06 PM.**

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/03/2023

MEETING DATE: November 14, 2023

SUBMITTED BY: **DEPARTMENT: Community Development**

Document Type: Ordinance

SUBJECT/REQUEST

Board of Aldermen consideration and approval of an application filed by David Joiner, Integral Design Architecture, on behalf of H&H Color Lab, requesting vacation of a ten-foot (10') utility easement originally platted on Lot 1 of H & H Color Lab, located at 8906 E. 67th Street in an HC-350, Highway Commercial-350 Highway Corridor Overlay District. This vacation, if approved, would allow the property owner to expand their existing building to the north meeting City of Raytown Subdivision and Zoning Ordinance requirements regarding lot size, depth, setbacks and lot area.

BACKGROUND/JUSTIFICATION

The proposed vacation is necessary for the expansion of their existing building. The requested vacation of the platted easement is supported by utility release letters from potentially impacted public utility services, the City of Raytown Public Works Department, and Raytown Fire District. The applicant owns the entirety of the easement area being requested to be vacated.

RECOMMENDED MOTION

Staff recommends approval as submitted. The Planning & Zoning Commission voted (7-0) on October 5, 2023, to recommend approval of the application with all conditions as contained in the staff report and the attached Ordinance. The applicant was present as the Conditions of Approval were individually explained.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

Planning & Zoning Commission recommended approval subject to conditions outlined in the staff report on October 5, 2023.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord H & H Color Lab-Utility Easement
2. PZ.2023.09_VAC.H&H.Color.Lab
3. Oct.5.2023_PC.Minutes

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

AN ORDINANCE APPROVING THE VACATION OF A PLATTED 10-FOOT-WIDE UTILITY EASEMENT LOCATED UPON LOT 1 OF H & H COLOR LAB, AT 8906 E. 67TH STREET IN AN HC-350, HIGHWAY COMMERCIAL-350 HIGHWAY CORRIDOR OVERLAY DISTRICT, WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application PZ-2023-09, was duly submitted on or about August 18, 2023, by David Joiner of Integral Design Architecture on behalf of H&H Color Lab in Raytown, Missouri, requesting the vacation of a platted 10-foot wide utility easement located upon Lot 1 of H&H Color Lab and more particularly described on Exhibit A attached hereto, at 8906 E. 67th Street in an HC-350, Highway Commercial-350 Highway Corridor Overlay District, within the City of Raytown, Jackson County, Missouri (the "Application"); and

WHEREAS, the Application was considered by the Planning Commission on October 5, 2023, and, following a published notice, a public hearing, and the taking of testimony from all parties present, and by a vote of 7 in favor, 0 against, rendered a report to the Board of Aldermen recommending that the Application be approved; and

WHEREAS, the Board of Aldermen finds and declares that the provisions hereinafter contained and enacted are pursuant to and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown and rendered a decision to approve the Application.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF EASEMENT VACATION. That the Application, duly submitted by David Joiner of Integral Design Architecture on behalf of H&H Color Lab in Raytown Missouri, requesting the vacation of a platted 10-foot-wide utility easement located upon Lot 1 of H&H Color Lab and more particularly described on Exhibit A attached hereto, at 8906 E. 67th Street in an HC-350, Highway Commercial-350 Highway Corridor Overlay District, within the City of Raytown, Jackson County, Missouri, is hereby approved.

SECTION 2 – CONDITIONS OF APPROVAL. That the Application duly submitted by David Joiner of Integral Design Architecture on behalf of H&H Color Lab in Raytown, Missouri, requesting the vacation of a platted 10-foot wide utility easement located upon Lot 1 of H&H Color Lab and more particularly described on Exhibit A attached hereto, 8906 E. 67th Street in an HC-350, Highway Commercial-350 Highway Corridor Overlay District, within the City of Raytown, Jackson County, Missouri, is approved subject to the following conditions as contained in the staff report and as approved by the Planning Commission:

1. Should any utilities be discovered within the vacated easement once construction is underway, it is the responsibility of the applicant/property owner to determine what utility is present and which entity owns the assets and work with the entity to relocate the service (if needed and not an abandoned line);

2. Upon approval by the Raytown Board of Aldermen, it is the responsibility of the applicant/property owner to have the signed Ordinance recorded with the Jackson County Recorder of Deeds and an as-recorded copy returned to the Community Development Department and the City Clerk's Office; and,

3. The future expansion will be reviewed to ensure conformance to all regulations in the "HC" Zoning District and Hwy 350 Corridor Design Overlay standards.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of November, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

EXHIBIT 'A'

SHEET 1 OF 2

PROJECT:	PARTIAL EASEMENT VACATION
DATE:	AUGUST 15, 2023
COUNTY/STATE:	JACKSON/MISSOURI
SECTION:	SECTION 5, TOWNSHIP 48 NORTH, RANGE 32 WEST

EASEMENT DESCRIPTION

PART OF LOT 1, H&H COLOR LAB, A SUBDIVISION IN RAYTOWN, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 67TH STREET AND THE EAST RIGHT OF WAY LINE OF KENTUCKY ROAD, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 2°-09'-17" EAST ALONG SAID EAST RIGHT OF WAY LINE AND THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 276.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 29'-17" EAST ALONG SAID NORTHERLY PROLONGATION, A DISTANCE OF 10.00 FEET; THENCE SOUTH 86°-21'-52" EAST, A DISTANCE OF 217.58 FEET TO THE WEST LINE OF AN EXISTING 5.00 FOOT UTILITY EASEMENT ESTABLISHED BY SAID SUBDIVISION; THENCE SOUTH 2°-10'-04" WEST ALONG THE SOUTHERLY PROLONGATION OF SAID WEST LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 86°-21'-52" WEST, A DISTANCE OF 217.59 FEET TO THE POINT OF BEGINNING, CONTAINING 2,176 SQUARE FEET OR 0.050 ACRES, MORE OR LESS.

STATE OF MISSOURI
ROBERT J. ANDERSON
NUMBER PLS-2010000242
PROFESSIONAL LAND SURVEYOR

8/18/2023

ROBERT J. ANDERSON
MISSOURI PLS #2010000242

REV.	DESCRIPTION		
-	LOT 1, H&H COLOR LAB		
CAD FILE NO.	DRAWN BY:	CHECKED BY:	
43262_esmt.dwg	RJA	RMC	

ANDERSON SURVEY COMPANY
1270 NE DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
(816) 246-5050
MISSOURI CERTIFICATE OF AUTHORITY, 000078

INTEGRAL DESIGN ARCHITECTURE
8836 REEDS ROAD
OVERLAND PARK, KANSAS 66207

	WR NO.	
23-07-43262-1	DATE:	8/15/2023

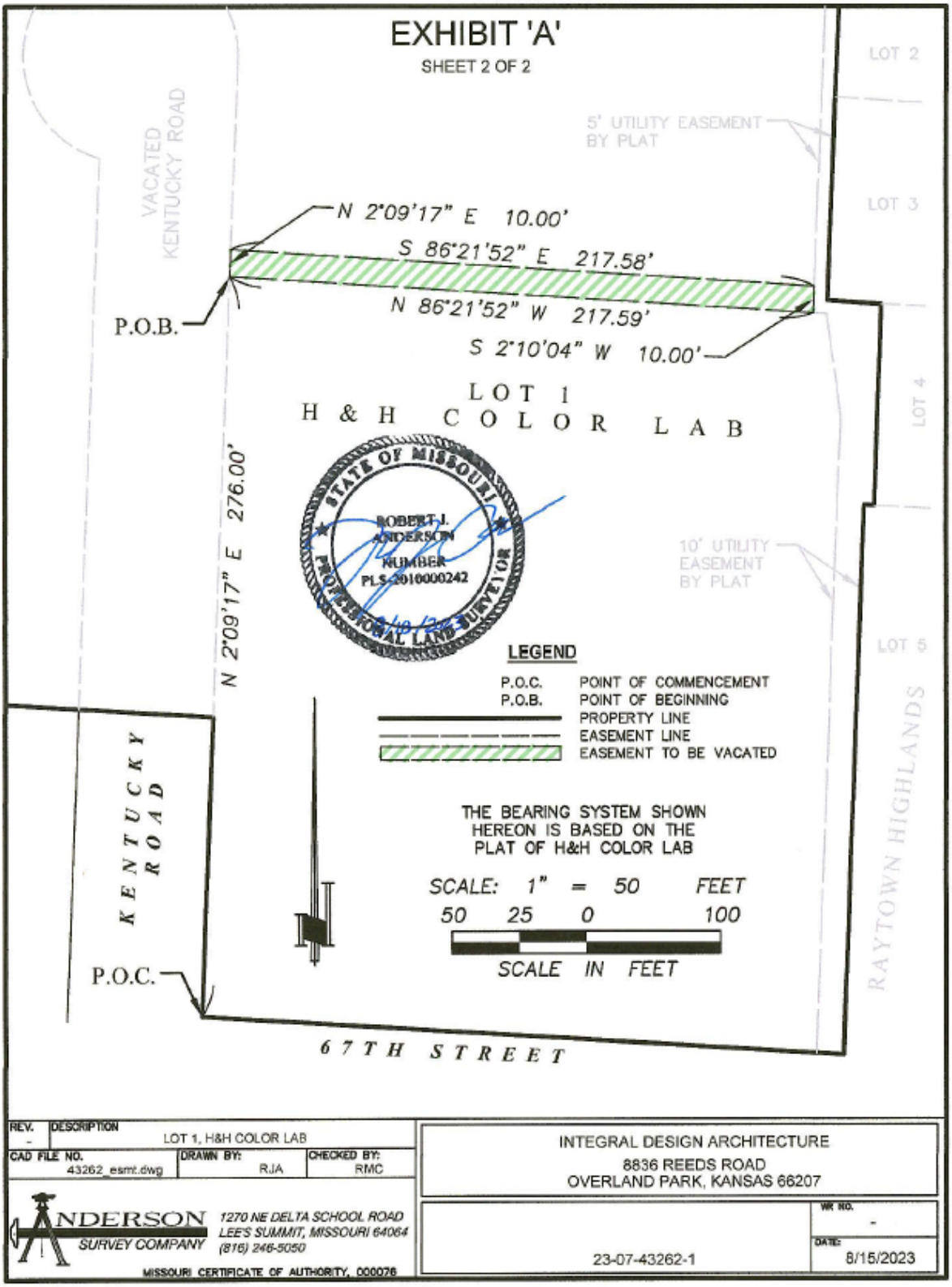


EXHIBIT 'A'
SHEET 2 OF 2
VACATED KENTUCKY ROAD
LOT 2
5' UTILITY EASEMENT BY PLAT
LOT 3
N 2°09'17" E 10.00'
S 86°21'52" E 217.58'
N 86°21'52" W 217.59'
S 2°10'04" W 10.00'
P.O.B.
LOT 1
H & H COLOR LAB
LOT 4
N 2°09'17" E 276.00'
STATE OF MISSOURI
ROBERT J. ANDERSON
NUMBER PLS-2010000242
PROFESSIONAL LAND SURVEYOR
10' UTILITY EASEMENT BY PLAT
LOT 5
LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
PROPERTY LINE
EASEMENT LINE
EASEMENT TO BE VACATED
THE BEARING SYSTEM SHOWN HEREON IS BASED ON THE PLAT OF H&H COLOR LAB
SCALE: 1" = 50 FEET
50 25 0 100
SCALE IN FEET
KENTUCKY ROAD
RAYTOWN HIGHLANDS
P.O.C.
67TH STREET
REV. -
DESCRIPTION LOT 1, H&H COLOR LAB
CAD FILE NO. 43262_esmt.dwg
DRAWN BY: RJA
CHECKED BY: RMC
ANDERSON SURVEY COMPANY
1270 NE DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
(816) 246-5050
MISSOURI CERTIFICATE OF AUTHORITY, 000076
INTEGRAL DESIGN ARCHITECTURE
8836 REEDS ROAD
OVERLAND PARK, KANSAS 66207
23-07-43262-1
WR NO. -
DATE: 8/15/2023

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Staff Report

To: City of Raytown, Planning & Zoning Commission

From: Shana Kelly, Planning & Zoning Coordinator

Case #: Utility Easement Vacation PZ-2023-09

Planning & Zoning Meeting Date: October 5, 2023

Board of Aldermen Date: November 14, 2023

Applicant: David Joiner | Integral Design Architecture on behalf of H&H Color Lab

Location: 8906 E 67th Street

Property Owner: H&H Color Lab, Inc.

Property Zoning: "HC-P" (Highway Corridor Commercial and Planned Zoning Overlay District)

Project Summary: The applicant is requesting the Vacation of a utility easement for the purpose of expanding the existing building over the easement.

Staff Recommendation: Staff recommends **Approval with Conditions** of the Vacation Application. Conditions are outlined below.

Background Information: David Joiner with Integral Design Architecture, on behalf of H&H Color Lab, is requesting the approval of the vacation of a utility easement, located wholly on their property on the north side of the existing building, for the purpose of a building expansion.

Letters have been received from all private and City-owned services within the subject area. The Department of Public Works, Google Fiber, and Spire have no facilities within the easement. AT&T has no working service within the easement but does have a copper cable. The appropriate actions have been taken for the removal of this cable. Comcast and Evergy do have functioning facilities within the easement and have agreed to their relocation. Raytown Fire approves the vacation.

Previous Planning Case History: This site has been used as the home of H& H Color Lab since approximately 1974. In 1997, the property was rezoned from "R-2" to "C-3" (Extensive Commercial) and the building was expanded.

In 2013, the property was rezoned from "HC" (Highway Corridor Commercial) to "HC-P" (Highway Corridor Commercial and Planned Zoning Overlay District) and the Final Plat for H&H Color Lab was approved. The northernmost portion of Kentucky Avenue was vacated to become a private street.

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Site Description and Present Use: The site is currently the home of H&H Color Lab, a commercial business that has existed at this location since 1974.

Public Noticing: Planning Commission meeting has been advertised with Newspaper Public Notice, but no neighbor mailings or neighborhood meeting is required before the Board of Aldermen as the easement is wholly on the applicant's property and has acquired the utility company easement releases (copies attached to this report).

Adjacent Properties:

	Zoning:	Current Land Use:
North:	"HC-P" (Highway Commercial/350 Corridor Overlay District)	Single-Family Homes
South:	"HC-P" (Highway Commercial/350 Corridor Overlay District) and "R-3" (High-Density Residential District)	E. 67th Street (Collector Street) Commercial Business (Sutherlands Home Improvement Store) and Multi-Family Homes (El Dorado Apartments)
East:	"R-2" (Medium Density Residential)	Single-Family Homes
West:	"HC-P" (Highway Commercial/350 Corridor Overlay District)	Rice-Tremonti Historic Site

Street Classification: H&H Color Labs is located on E 67th Street. E 67th Street is classified as a Collector Street.

FINDINGS OF FACT:

Using the same findings of fact to vacate a platted easement as are used to approve new plats including the associated utility easements and rights-of-way, the following findings have been made:

1. **Conformance to the City of Raytown Ordinances:**

   Staff has determined that the application meets City of Raytown regulations as pertains to the protection of private and public utility services within easements because the applicant has followed all necessary procedures. The easement is entirely located upon the applicant's property, is not shared with any neighbors, and release letters from the utility service providers and City-owned services are included as attachments to this report.

2. **Suitability of the land for subdivision development:**

   The proposed easement vacation is intended to permit the property owner of the 4.28-acre parcel of land to extend the existing building to the north across the area to be vacated. The building addition will be reviewed to ensure conformance to "HC" (Highway Commercial) and 350 Highway Corridor design overlay standards prior to approval.

3. **Consistency with adjoining uses and platted property:**

Adjoining uses are single-family residential. There are two legal nonconforming single-family homes within the platted property to the north of the existing building. The vacation of the utility easement allows for the expansion of the building to the north. As the property is zoned "HC" (Highway Commercial) and is within the Hwy 350 Corridor Overlay district, the expansion of the current business helps to bring the property into conformance with these zoning district standards, and more aligned with the Comprehensive Plan.

4. **Adequacy of public facilities and utilities to serve the proposed development:**

   Letters have been received from all private and City-owned services within the subject area. The Department of Public Works, Google Fiber, and Spire have no facilities within the easement. AT&T has no working service within the easement but does have a copper cable. The appropriate actions have been taken for the removal of this cable. Comcast and Evergy do have functioning facilities within the easement and have agreed to their relocation. Raytown Fire approves the vacation.

5. **Consideration of Planning Principles on site including lot layout and topography:**

   There are no concerns regarding general planning principles regarding the vacation of the subject property and the future expansion of the existing building to the north. The topography of the site does not pose any issues. The future expansion will be reviewed to ensure conformance to all regulations in the "HC" Zoning District and Hwy 350 Corridor Design Overlay standards and will have street access via a private street and Kentucky Avenue.

PUBLIC WORKS:

- **Items that require plan revision or additional documentation before engineering can recommend approval:**
  - NONE
- **Items that are conditions of approval:**
  - NONE
- **Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:**
  - NONE

ATTACHMENTS:

- Zoning Map
- Site Photo
- Legal Description and Survey Exhibit of Area to be Vacated
- Letters from Utility Companies / Public Services
- Application
- Ownership Affidavit
- Street Classification Map

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

- Affidavit of Publication

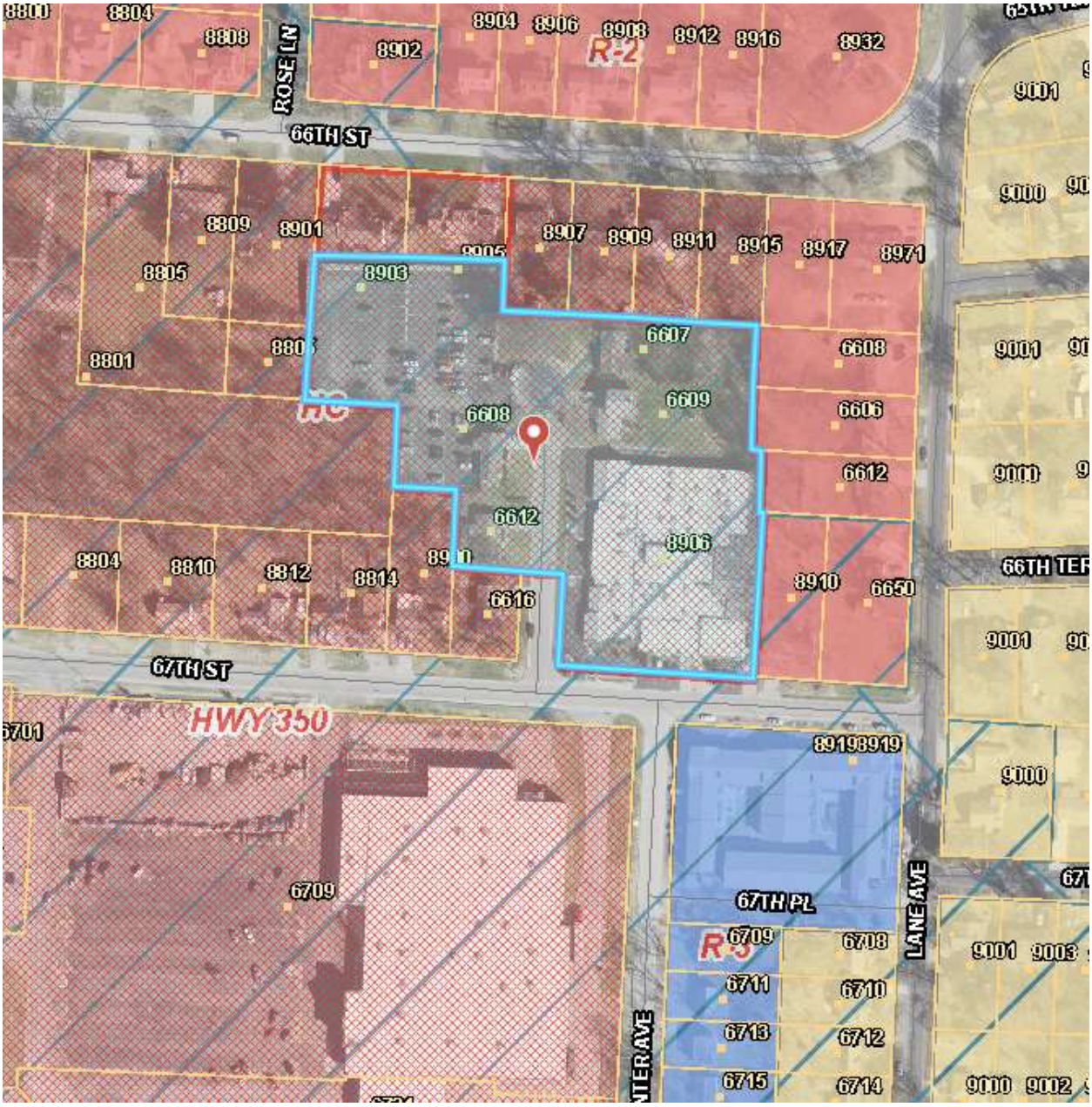
RECOMMENDATION:

Staff recommends Case No. **PZ-2023-09** be **APPROVED** by the Planning Commission and forwarded to the Board of Aldermen with a recommendation to **APPROVE** the vacation of the identified utility easement with the following conditions of approval:

1. Should any additional utilities be discovered within the vacated easement once construction is underway, it is the responsibility of the applicant/property owner to determine what utility is present and which entity owns the assets and work with the entity to relocate the service (if needed and not an abandoned line);
2. Upon approval by the Raytown Board of Aldermen, it is the responsibility of the applicant/property owner to have the signed Ordinance recorded with the Jackson County Recorder of Deeds and as-recorded copy returned to the Community Development Department and the City Clerk's Office; and,
3. The future expansion will be reviewed to ensure conformance to all regulations in the "HC" Zoning District and Hwy 350 Corridor Design Overlay standards.

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

ZONING MAP



Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Area of Utility Easement to Be Vacated:

EXHIBIT 'A'

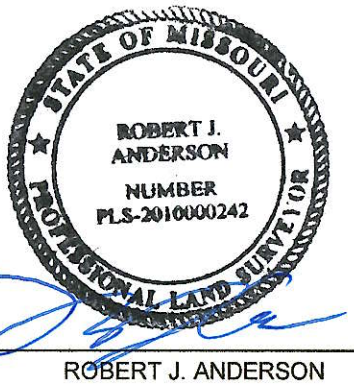
SHEET 1 OF 2

PROJECT:	PARTIAL EASEMENT VACATION
DATE:	AUGUST 15, 2023
COUNTY/STATE:	JACKSON/MISSOURI
SECTION:	SECTION 5, TOWNSHIP 48 NORTH, RANGE 32 WEST

EASEMENT DESCRIPTION

PART OF LOT 1, H&H COLOR LAB, A SUBDIVISION IN RAYTOWN, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 67TH STREET AND THE EAST RIGHT OF WAY LINE OF KENTUCKY ROAD, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 2°-09'-17" EAST ALONG SAID EAST RIGHT OF WAY LINE AND THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 276.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 29'-17" EAST ALONG SAID NORTHERLY PROLONGATION, A DISTANCE OF 10.00 FEET; THENCE SOUTH 86°-21'-52" EAST, A DISTANCE OF 217.58 FEET TO THE WEST LINE OF AN EXISTING 5.00 FOOT UTILITY EASEMENT ESTABLISHED BY SAID SUBDIVISION; THENCE SOUTH 2°-10'-04" WEST ALONG THE SOUTHERLY PROLONGATION OF SAID WEST LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 86°-21'-52" WEST, A DISTANCE OF 217.59 FEET TO THE POINT OF BEGINNING, CONTAINING 2,176 SQUARE FEET OR 0.050 ACRES, MORE OR LESS.



8/18/2023

ROBERT J. ANDERSON
MISSOURI PLS #2010000242

REV.	DESCRIPTION		
-	LOT 1, H&H COLOR LAB		
CAD FILE NO.	DRAWN BY:	CHECKED BY:	
43262_esmt.dwg	RJA	RMC	

ANDERSON SURVEY COMPANY
1270 NE DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
(816) 246-5050
MISSOURI CERTIFICATE OF AUTHORITY, 000076

INTEGRAL DESIGN ARCHITECTURE
8836 REEDS ROAD
OVERLAND PARK, KANSAS 66207

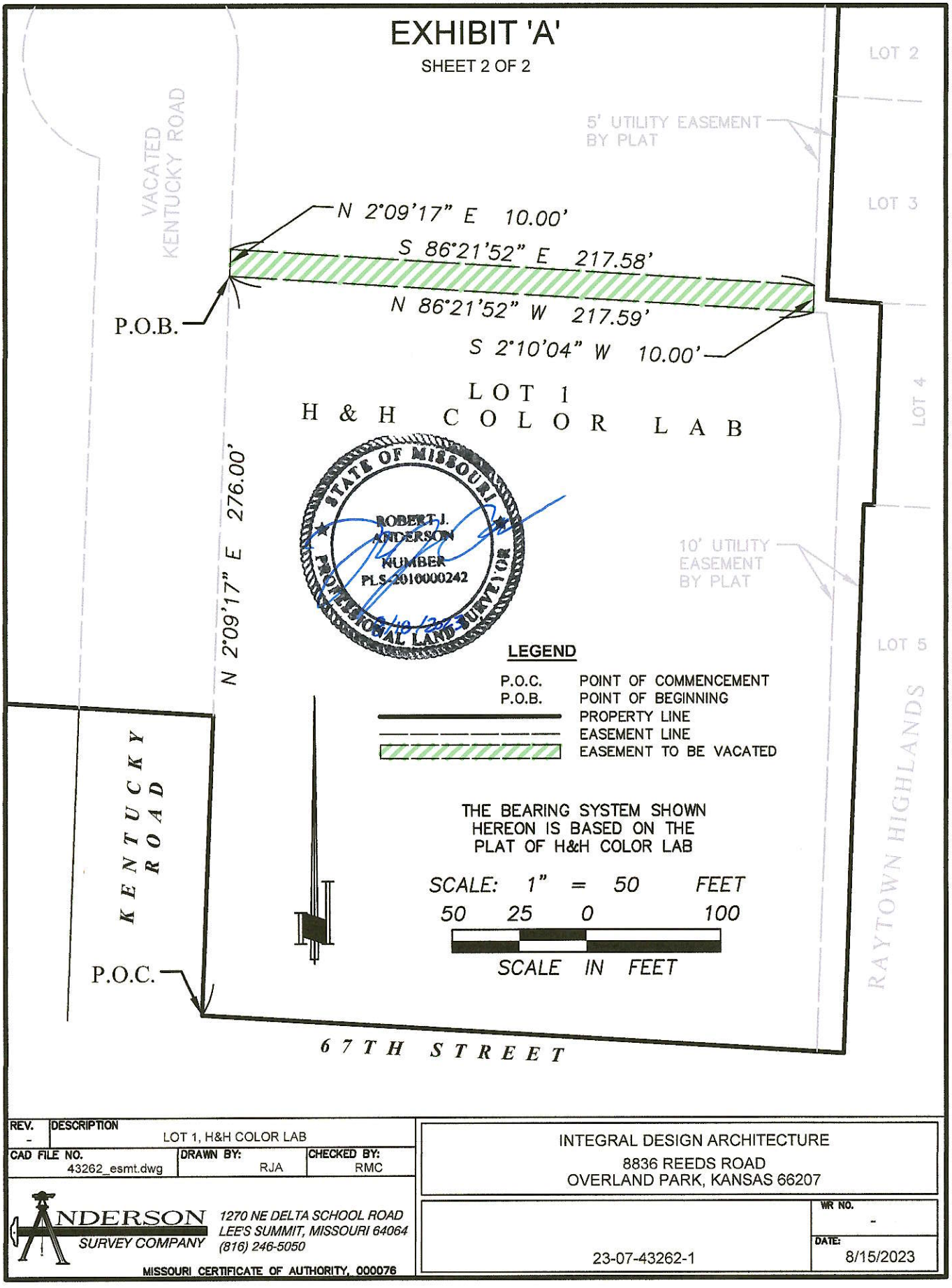
23-07-43262-1

WR NO. -

DATE: 8/15/2023

EXHIBIT 'A'

SHEET 2 OF 2



REV.	DESCRIPTION		
-	LOT 1, H&H COLOR LAB		
CAD FILE NO.	DRAWN BY:	CHECKED BY:	
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ANDERSON SURVEY COMPANY
1270 NE DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
(816) 246-5050
MISSOURI CERTIFICATE OF AUTHORITY, 000076

INTEGRAL DESIGN ARCHITECTURE
8836 REEDS ROAD
OVERLAND PARK, KANSAS 66207

23-07-43262-1

WR NO. -

DATE: 8/15/2023

Google Fiber

Gmail

David Joiner <dljoinerarch@gmail.com>

Easement Vacation

11 messages

David Joiner <dljoinerarch@gmail.com> Wed, Aug 16, 2023 at 3:21 PM
To: rachelmerlo@google.com, amystack@google.com, kelliot@google.com

Rachel, Karen, Amy;
We are working on a utility easement vacation at 8906 E 67th St, Raytown, MO 64133 to enable a new building addition. We believe you may have a fiber line running through this easement which if so will need to be rerouted.

The existing utility easement & proposed building addition are shown on the attached drawings. Please verify if you have an active data line using the easement. If that is the case, we request a letter from Google Fiber indicating approval of the easement vacation.

The letter is requested prior to Friday 8-18-23.

Please contact me if you have any questions or concerns.

Sincerely,

David Joiner RA

INTEGRAL DESIGN ARCHITECTURE

913-383-3738 (O) 913-244-4083 (M)

2 attachments

H & H EASEM VACATION 8-07-23.pdf
185K

DD SITE EXP PLAN 7-24-23.pdf
78K

David Joiner <dljoinerarch@gmail.com> Thu, Aug 17, 2023 at 3:16 PM
To: rachelmerlo@google.com, amystack@google.com, kelliot@google.com

Any updates on furnishing a letter approving vacation of the utility easement? Thanks.
[Quoted text hidden]

Rachel Merlo <rachelmerlo@google.com> Thu, Aug 17, 2023 at 3:53 PM
To: David Joiner <dljoinerarch@gmail.com>
Cc: amystack@google.com

Hi, David. Please note Kari Elliot is not with Google Fiber anymore.

I am looking into how we can help with this. Amy or I will be in touch shortly.

Thanks,
Rachel
[Quoted text hidden]

Amy Stack <amystack@google.com> Fri, Aug 18, 2023 at 9:22 AM
To: Rachel Merlo <rachelmerlo@google.com>, KC Google UC <kc-google-uc@google.com>
Cc: David Joiner <dljoinerarch@gmail.com>

+ kc-google-uc@google.com
[Quoted text hidden]

2 attachments

H & H EASEM VACATION 8-07-23.pdf
185K

DD SITE EXP PLAN 7-24-23.pdf
78K

David Joiner <dljoinerarch@gmail.com> Fri, Aug 18, 2023 at 12:38 PM
To: Amy Stack <amystack@google.com>
Cc: Rachel Merlo <rachelmerlo@google.com>, KC Google UC <kc-google-uc@google.com>

Amy,
Were you able to verify if Google Fiber has any lines running through the utility easement being vacated?

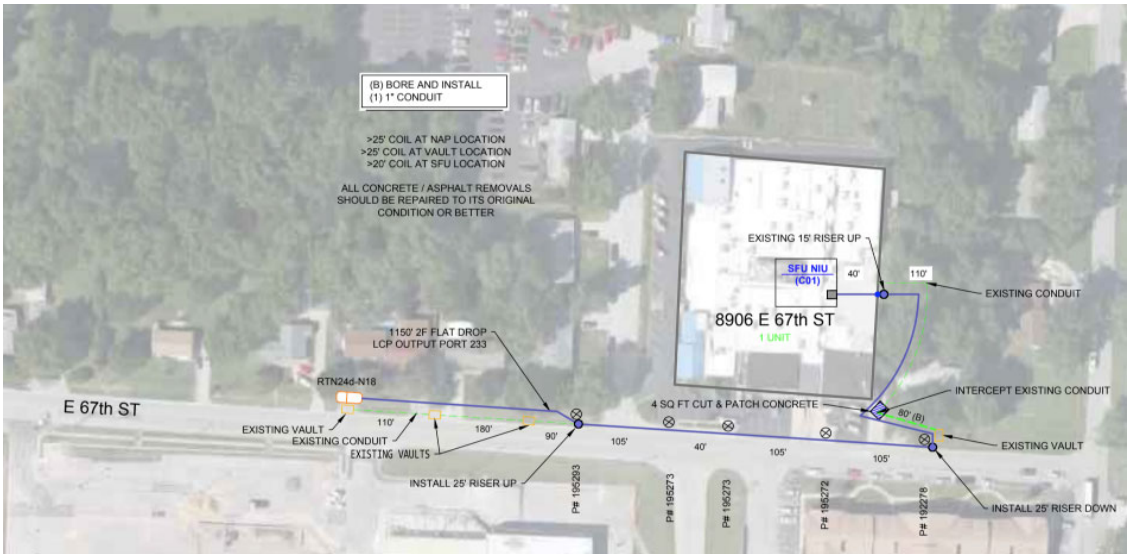
Thanks,
David
[Quoted text hidden]

Jordan Weibel <jweibel@google.com> Wed, Aug 23, 2023 at 9:20 AM
To: David Joiner <dljoinerarch@gmail.com>, Mikki Torres <micholle@google.com>
Cc: Amy Stack <amystack@google.com>, Rachel Merlo <rachelmerlo@google.com>, KC Google UC <kc-google-uc@google.com>

+Mikki Torres

Hi David,

Confirming we do have a service line to 8906 E 67th St, Raytown, MO 64133. Does this address still need service?



Thanks,

Jordan

[Quoted text hidden]

> [Quoted text hidden]
> --
> You received this message because you are subscribed to the Google Groups "KC Google UC" group.
> To unsubscribe from this group and stop receiving emails from it, send an email to kc-google-uc+unsubscribe@google.com.
> To view this discussion on the web visit https://groups.google.com/a/google.com/d/msgid/kc-google-uc/CALaAdq21v4VxhnwuJOJfQeCKU0_9qwE-PDV1O24sJ9KbryDb2Q%40mail.gmail.com.

--

Jordan Weibel
Technical Operations Manager, OSP Engineering
GFiber

David Joiner <dljoinerarch@gmail.com> Wed, Aug 23, 2023 at 10:31 AM
To: Jordan Weibel <jweibel@google.com>

We do not intend to terminate any existing service to this address. We are vacating an existing easement to the north of the building, which doesn't appear to be an issue as your line extends from the south and does not run through the easement.

[Quoted text hidden]

Jordan Weibel <jweibel@google.com> Wed, Aug 23, 2023 at 11:02 AM
To: David Joiner <dljoinerarch@gmail.com>

Okay sounds good. If you need anything else please reply all to the group. I'm out of office the rest of the week.

Thanks.

[Quoted text hidden]

Mikki Torres <micholle@google.com> Thu, Aug 24, 2023 at 2:27 PM
To: Jordan Weibel <jweibel@google.com>, Corey Smith <coreysmith@google.com>
Cc: David Joiner <dljoinerarch@gmail.com>, Amy Stack <amystack@google.com>, Rachel Merlo <rachelmerlo@google.com>, KC Google UC <kc-google-uc@google.com>

Hi David,
I will get a relocation requested for 8906 E 67th St to move our plant out of the easement. can you send me the pathway you need moved as i did not get that copy.

Mikki Torres
General Project Manager, Ops
Google Fiber via Adecco
micholle@google.com

On Wed, Aug 23, 2023 at 9:20 AM Jordan Weibel <jweibel@google.com> wrote:
[Quoted text hidden]

Mikki Torres <micholle@google.com> Thu, Aug 24, 2023 at 4:12 PM
To: David Joiner <dljoinerarch@gmail.com>, Corey Harrison <hacharles@google.com>
Cc: Amy Stack <amystack@google.com>, Rachel Merlo <rachelmerlo@google.com>, KC Google UC <kc-google-uc@google.com>, Corey Smith <coreysmith@google.com>

David, I have copied Corey Harrison, who will be the on site project manager for this relocation.
I have created ticket WO-465092 for this project. Please send us the photo/map and we will get this going.
Thank you,
Mikki

Mikki Torres
General Project Manager, Ops
Google Fiber via Adecco
micholle@google.com

[Quoted text hidden]

David Joiner <dljoinerarch@gmail.com> Wed, Aug 30, 2023 at 3:31 PM
To: Mikki Torres <micholle@google.com>
Cc: Corey Harrison <hacharles@google.com>, Amy Stack <amystack@google.com>, Rachel Merlo <rachelmerlo@google.com>, KC Google UC <kc-google-uc@google.com>, Corey Smith <coreysmith@google.com>

Thank you. I'll get that information to you as soon as possible.
[Quoted text hidden]

Comcast

Shana Kelly

From: David Joiner <dljoinerarch@gmail.com>
Sent: Tuesday, September 12, 2023 8:04 AM
To: Shana Kelly
Subject: Fwd: [EXTERNAL] H + H Color Lab
Attachments: image002.png

Additional communication from Comcast.

---------- Forwarded message ---------
From: **Plunkett, Jesse** <jesse_plunkett@comcast.com>
Date: Tue, Sep 12, 2023, 7:23 AM
Subject: RE: [EXTERNAL] H + H Color Lab
To: David Joiner <dljoinerarch@gmail.com>

September 12 ,2023

David Joiner RA

Integral Design Architecture

H&H Color Labs - Vacation of Utility Easement

David,

I received your information regarding the request to vacate the utility

easement crossing H&H Color Lab, Lot 1 .

Upon payment Comcast can relocate our facilities from that utility

easement. The job has been sent to our construction department as of this

letter.

After payment & our relocations, Comcast will not have facilities in the proposed utility

easement vacation. Comcast would sign a Utility Easement Vacation request.

Please send me any formal request as needed. Let me know if you have

any additional questions.

Jesse Plunkett

Comcast

Network Project Manager, Construction

Thank you,

Jesse Plunkett

Network Project Manager, Construction

816 295 4158

From: David Joiner <dljoinerarch@gmail.com>
Sent: Monday, September 11, 2023 3:43 PM
To: Plunkett, Jesse <jesse_plunkett@comcast.com>
Subject: [EXTERNAL] H + H Color Lab

Jesse,

The sample letters from the City of Raytown mainly were from companies that verified that they didn't have utilities in the easement being vacated.

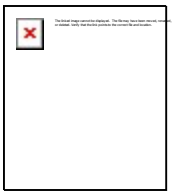
Attached is the letter we received from Evergy for our easement vacation that you could refer to generally for your letter or email. We have already engaged Evergy to start the relocation, so that would be the main difference as we haven't yet started the actual relocation process with comcast.

Sincerely,

David Joiner RA

INTEGRAL DESIGN ARCHITECTURE

913-383-3738 (O) 913-244-4083 (M)



Raytown Fire

Shana Kelly

From: Mike Hunley <MikeH@RaytownFire.com>
Sent: Friday, August 18, 2023 3:30 PM
To: Shana Kelly
Cc: David Joiner
Subject: Re: H + H COLOR LAB - Easement Vacation

Shana,

We have been working with H&H Color Lab over the past several months. The Fire District is fine with vacating that easement as it will be necessary for construction of the new addition.

Thanks and let me know if you have any questions,

From: David Joiner <dljoinerarch@gmail.com>
Sent: Thursday, August 17, 2023 2:58 PM
To: Mike Hunley
Subject: H + H COLOR LAB - Easement Vacation

Mike,
As you are aware, we are planning to vacate an existing 10'-0" utility easement to enable construction of a new building addition. The utility easement currently has a private water line running through it.

I spoke with Bruce Pence with Public Water Supply District No.2 re: the existing water line within the easement. He said that this was a private line connected to the existing fire hydrant NE of the building. We plan to remove the water line & decommission the fire hydrant but retain the two FH's on Kentucky Ave.

The City of Raytown requires letters from City departments and utility companies indicating approval and permission to vacate the easement. Can you please provide a short letter addressed to Shana Kelly / City Planner that you approve of the vacation of the existing easement?

If you are able to email the letter to me today or tomorrow morning, that would be great as we need to submit the application by Friday afternoon.

Thank you very much. Let me know if you have any questions or need any additional information.

Sincerely,

David Joiner RA

INTEGRAL DESIGN ARCHITECTURE

913-383-3738 (O) 913-244-4083 (M)

Public Works Department

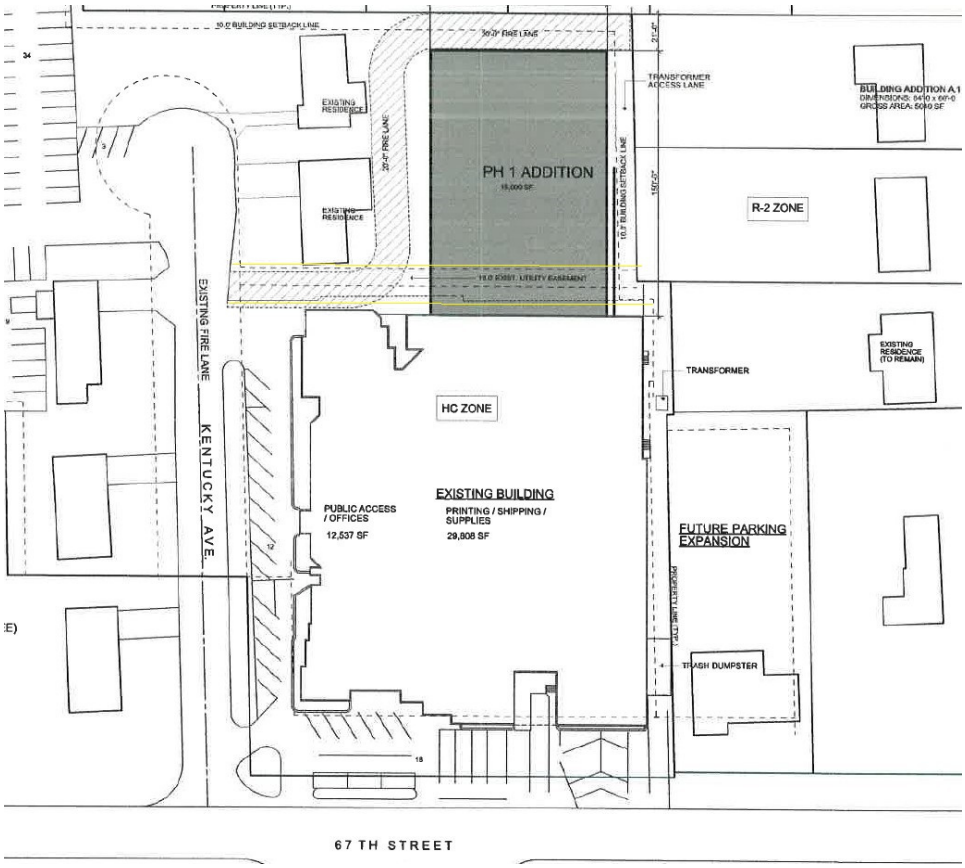
10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us

August 8, 2023

Mr. David Joiner
Integral Design Architecture

re: vacation of an existing utility easement at the rear of 8906 E. 67th Street

By this letter, the City of Raytown approves vacating the utility easement on the north side of the existing H&H Color Lab building at 8906 E. 67th Street. The City of Raytown doesn't have any facilities within this existing utility easement, nor do we have any plans to put future City utility lines within this area.



Let me know if you have any questions.

Thanks,

Jason Hanson
City Engineer

Established in 1849 as Ray's Town
On the Santa Fe, California and Oregon Trail

Spire

Brashear, Priscilla
Spire Energy

8-18-23

Spire does not have any gas main in conflict with the vacate request at this time.

Thanks,
Priscilla Brashear
Right of Way Representative

3025 SE Clover Dr.
Lee's Summit, MO 64082
816.317.5718 Mobile
816.360.5036 Office
SpireEnergy.com

AT&T

H + H Color Lab Easement Vacation

Date: 8-18-23

AT&T currently has a 50 pair aerial copper cable in easement. We do not have any working service and do not plan on providing service with this cable. We will remove line so Evergy can remove existing power poles.

The easement will no longer be needed for current or future At&t lines. If the below conditions are met.

A custom work order must be started, and all cost associated with moving the cable out of the easement are paid in full before any work will take place. If this does not happen, we cannot vacate the easement.

Shane Jarman

AT&T

Manager-OSP Planning & Engineering Design

Comcast

D

Plunkett, Jesse <jesse_plunkett@comcast.com> 8:45 AM (4 hours ago)

to me

David,

Please use this email as the Comcast letter. We do have facilities in the easement that is being vacated.

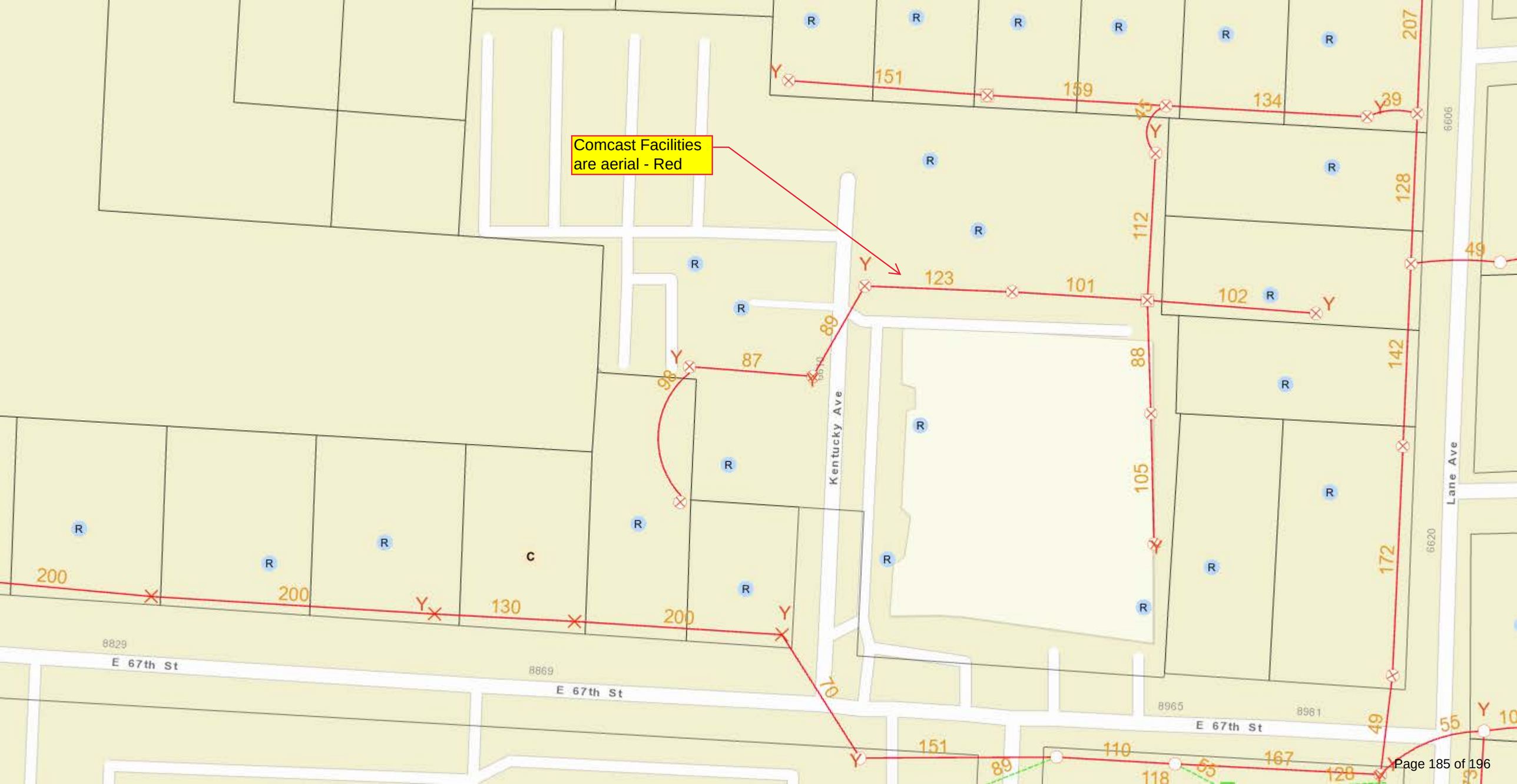
I've attached a map of our Comcast facilities.

Can you provide the contact information of who will be paying for Comcast facilities to be relocated.

Is there a timeline for when the 2 houses on Kentucky Ave will be vacated or have the people already moved out?

Thank you.

Jesse Plunkett
Network Project Manager, Construction
816 295 4158


Comcast Facilities are aerial - Red
E 67th St
E 67th St
E 67th St
Kentucky Ave
Lane Ave
8829
8869
8965
8981
6606
6620
C
R
Y
200
200
130
200
151
159
134
207
123
101
102
112
128
49
87
89
88
105
142
172
151
110
89
118
65
167
128
55

August 17, 2023

David Joiner RA
Integral Design Architecture

Re: H&H Color Labs – Vacation of Utility Easement

David,

I received your information regarding the request to vacate the utility easement crossing H&H Color Lab, Lot 1.
Evergy has received payment to relocate our facilities from that utility easement. The job has been sent to our construction department as of this letter. Relocations will begin soon.
After our relocations, Evergy will not have facilities in the proposed utility easement vacation. Evergy would sign a Utility Easement Vacation request.

Please send me any formal request as needed. Let me know if you have any additional questions.

Sincerely,

Heath Lenahan
Evergy
Design Training Specialist

O: 816-652-1808 **M:** 816-392-3272

www.evergy.com

Community Development Department
10000. E 59th Street
Raytown, MO 64133-3993
Phone: 816-737-6173 Fax: 816-737-6014
Email: Chrisg@Raytown.mo.us

APPLICATION FOR RIGHT-OF-WAY/EASEMENT VACATION

APPLICANT/OWNER INFORMATION

Applicant Name: DAVID JOINER Company: INTEGRAL DESIGN ARCHITECTURE

Street Address: 8836 REEDS ROAD City: OVERLAND PARK State: KS Zip: 66207

Telephone: 913-244-4083 Fax 913-383-3738 E-Mail: dljoinerarch@gmail.com

Property Owner Name (if different than applicant): H+H COLOR LAB

Street Address: 8906 E. 67TH ST. City: Raytown State: MO Zip: 64133

Telephone (800) 821-1305 Fax 816-313-1480 Mail:dbrown@hhcolorlab.com

Firm Preparing Exhibits:
ANDERSON SURVEYING
Street Address: 1270 NE Delta School Road

Contact: BOB ANDERSON
City: Lee's Summit State: MO Zip: 64064

Telephone 816-246-5050 Fax _____ E-Mail: bob@andersonsurvey.com

*All correspondence on this application should be sent to (check one): X Applicant _ Property Owner

VACATION REQUEST

The applicant is hereby requesting the vacation of property generally described as:

A 10 ft. wide x approx. 220 ft. long utility easement located on the east portion of Lot 1 Replat in Raytown Highlands, a subdivision in Raytown, Jackson County, Missouri.

APPLICANT'S DECLARATION

My application consists of the following items and information necessary for a complete application.

- >Completed Application Form
- > Attached Legal Description and Exhibit
- > Utility Agency Consent Letters
- >Ownership affidavit OR owner(s) consent form (two-thirds of property owners)
- >Required Fee: $250.00

The following declarations are hereby made

The undersigned is the owner or authorized agent of the owner or the officers of a corporation or partnership

The applicant has discussed this application with the Community Development Department.
CD Staff Member Missy Wilson, Jason Hanson, Andy Boyd **Date:** 6-29-23

The information presented and contained within this application is true and correct to the best of the undersigner(s) knowledge

SIGNATURE OF OWNER(S) AND APPLICANT(S) WITH INTEREST IN VACATION ACTION:

Printed Name: WAYNE HAUB (OWNER)

Signature: Wayne Haub Date: 8-17-23

Subscribed and sworn to me on this the 17 day of August 2023

in the County of Jackson State of MO

Notary Public: Clark W. Hoover My Commission Expires: 3-12-2027

Stamp:

CLARK W. HOOVER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 14024649
My Commission Expires 03-12-2027

Printed Name: DAVID JONES (APPLICANT)

Signature: Date: 8-17-23

Subscribed and sworn to me on this the 17th day of August 2023

in the County of Johnson State of Kansas

Notary Public: Amber Harmon My Commission Expires: 11/13/2024

Stamp:

AMBER HARMON
Notary Public - State of Kansas
My Appointment Expires 11/13/2024

OWNERSHIP AFFIDAVIT

STATE OF MISSOURI)
COUNTY OF JACKSON)

Comes now H&H Color Lab, Inc (owner)

who being duly sworn upon his/her oath, does state that he/she is the owner of the property legally described in the proposed application for vacation of right-of-way and acknowledges the submission of the application for vacation of said right-of-way/utility easement with the City of-Raytown.

Dated this 17th Day of August 2023

Wayne Haub
Signature of Owner

Wayne Haub, President & CEO
Printed Name

Subscribed and sworn to before me this 17th Day of August 2023

Clark W. Hoover
Notary Public

3-12-2027
My Commission Expires

CLARK W. HOOVER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 14024649
My Commission Expires 03-12-2027

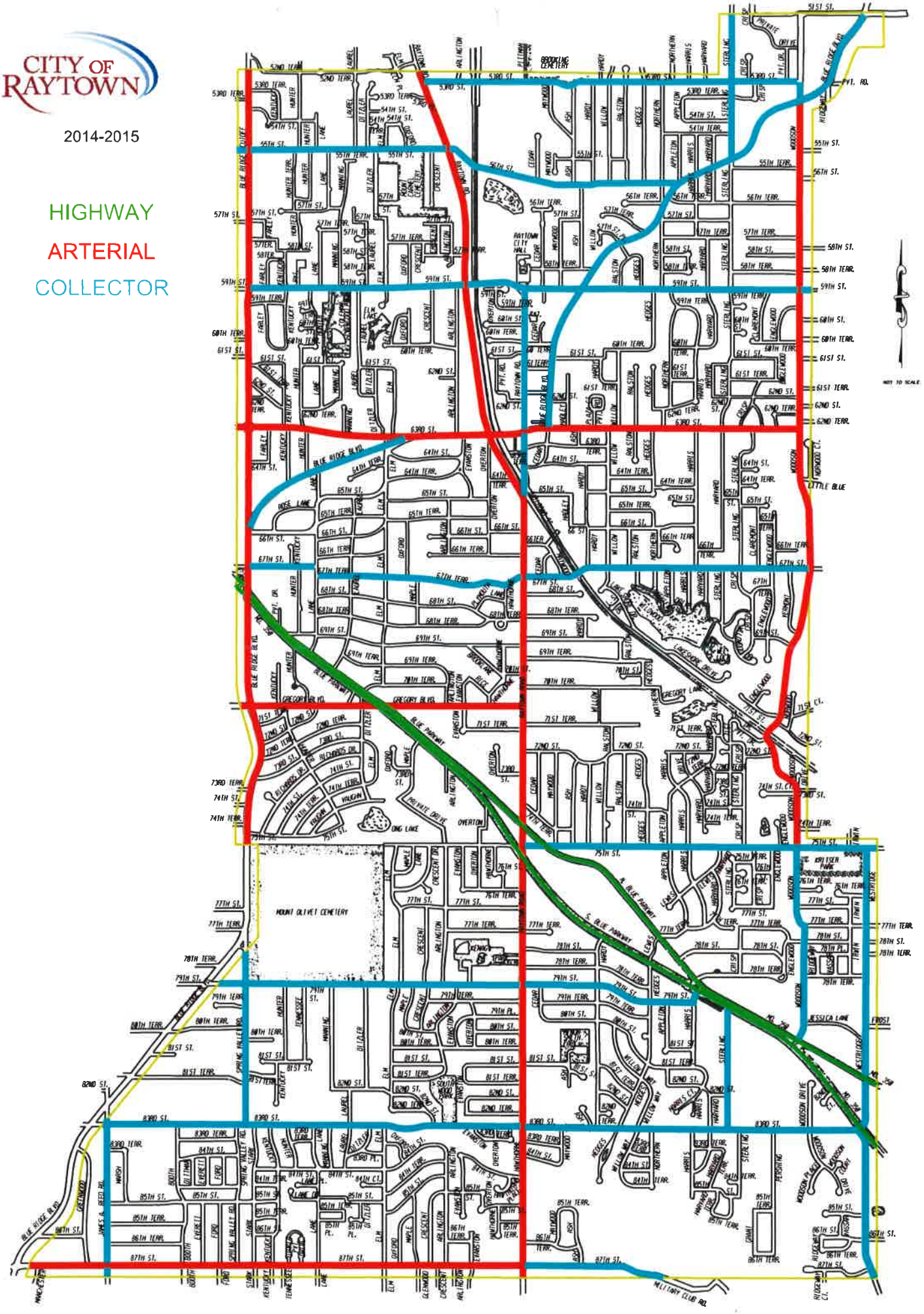
CITY OF RAYTOWN

2014-2015

HIGHWAY

ARTERIAL

COLLECTOR



Kansas City Daily Record
920 Main St
Kansas City, MO, 64105
Phone: 8169312002 Fax: 0

The Daily Record
KANSAS CITY

Affidavit of Publication

To: City of Raytown - Missouri - Michael Stolzle
10000 E 59Th St
Raytown, MO, 64133

Re: Legal Notice 2539237, 8906 E 67th Street, Raytown, Missouri

State of MO }
} SS:
County of Jackson }

I, Amanda Loyet, being duly sworn, depose and say: that I am the Authorized Designee of Kansas City Daily Record, a daily newspaper of general circulation in Kansas City, County of Jackson, State of MO; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the Kansas City Daily Record once each day for 1 consecutive days; and that the date of the publication were as follows: 09/15/2023.

Publishers fee: $63.80

By: Amanda Loyet

Sworn to me on this 18th day of September 2023

By:

Karie C Clark
Notary Public, State of MO
No. 20404921
Qualified in Lincoln County
My commission expires on
October 19, 2024

KARIE C CLARK
Notary Public - Notary Seal
Lincoln County - State of Missouri
Commission Number 20404921
My Commission Expires Oct 19, 2024

KARIE C CLARK
Notary Public - Notary Seal
Lincoln County - State of Missouri
Commission Number 20404921
My Commission Expires Oct 19, 2024

Notice of Utility Easement Vacation

Affected Property: 8906 E 67th Street, Raytown, Missouri
Jackson County Parcel ID # 45-230-15-44-00-0-00-000

The City of Raytown Planning & Zoning Commission has received an application from David Joiner of Integral Design Architecture, on behalf of the property owner, H & H Color Lab to consider the vacation of a utility easement located entirely on their property at 8906 E 67th Street, Raytown, Missouri. This property is zoned "HC" (Highway Commercial) and is within the 350 Highway Corridor Overlay District. The application will be heard by the Raytown Planning & Zoning Commission at 7:00 pm on Thursday, October 5, 2023. The packet and agenda should be available for viewing on the City of Raytown's website on Friday, September 29, 2023.

The Raytown Board of Aldermen will also consider this Utility Easement Vacation, tentatively scheduled for 7:00 pm on Tuesday, November 14, 2023.

These hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the meetings to ask questions and provide comments. Additional information can be obtained from the Department of Community Development located in Raytown City Hall at 10000 E. 59th Street, by telephone at (816)737-6059 or by email at shanak@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) to attend either of these meetings, please notify the Department of Community Development at Raytown City Hall at (816)737-6014 no later than 48 hours prior to the applicable meeting date.

2539237 Jackson Sep. 15, 2023

CITY OF RAYTOWN

PLANNING & ZONING COMMISSION

REGULAR MEETING

MINUTES

October 5, 2023
7:00 pm
Council Meeting Chambers

DRAFT

1. **Welcome by Vice Chairman Frazier.** Vice Chairman Frazier called the meeting to order at 7:00 PM.

2. **Call meeting to order and Roll Call.**

Thurman: Present	Jean-Paul: Present	Frazier: Present
Emerson: Present	Meyers: Present	Sneddon: Present
Bruenger: Present	Stock: Absent	

3. **Motion to Amend Agenda:** Vice Chairman Frazier entertained a motion to move item #1 to item #3. Motion was approved 7-0-1 upon a motion by Ms. Thurman and a second by Ms. Emerson.

4. **Election of Officers:** Mr. Frazier opened the discussion for the nomination of a new Planning Commission Chairperson. Mr. Meyers made a recommendation to hold the election via paper ballot. Mr. Meyers nominated Mr. Frazier as Planning Commission Chairperson. Ms. Thurman nominated Mr. Meyer. Voting was done anonymously via paper ballot. Mr. Meyers was elected Chairman.

5. **Approval of Minutes:** Minutes of July 6, 2023, Regular Meeting were approved 6-0-1 upon a motion by Ms. Emerson and a second by Mr. Thurman. Mr. Frazier abstained from voting.

6. **Public Discussion:** None.

7. **Old Business:** None.

8. **New Business:**
   A. **Case No.: <u>PZ 2023-07:</u>**
   Applicant: Four Gem Homes, LLC.
   Request: Requesting the approval of a Rezoning from "R-P-3" (Planned High Density Residential) to "R-P-3" (Planned High Density Residential) for the purpose of residential villas for persons over the age of 55 years to be located at 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, and 5834 Hunter Ct.

      1. **Introduction of Application by Chairman.**

Chairman Meyers introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Chairman Meyers entered the staff report and supporting documents into the record.

4. Applicant's Comments on Application

The applicant, Mr. Ivan Chiang, presented his request to the Planning Commission. The Planning Commission asked questions of Mr. Chiang, for which he provided answers.

5. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested Rezoning.

6. Commission Discussion.

The commissioners asked questions of staff and the applicant, which all were answered. The Planning Commission requested that the potential buyer/future property owner, Ms. Cindy Stockton, speak. The Commission asked questions of Ms. Stockton, of which she answered.

7. Public Comments on Application.

Chairman Meyers asked if there were any members of the public that would like to speak on the application. There were none.

8. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Ms. Emerson motioned and Mr. Bruenger seconded to recommend approval with conditions outlined in the staff report of the requested Rezoning application to the Board of Aldermen.

VOTE: Motion passed 7-0-1.

B. Case No.: PZ-2023-08
Applicant: Laark Investments, LLC.
Reason: Applicant is seeking the approval of a Conditional Use Permit for "Vehicle Sales, New and Used" for the properties located at 10012 and 10016 E. 350 Highway

1. Introduction of Application by Chairman.

Chairman Meyer introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Shana Kelly, Planning & Zoning Coordinator, entered the staff report and supporting documents into the record.

4. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested Conditional Use Permit.

5. Applicant's Comments on Application.

Mr. Kamali presented his application to the Planning Commission and discussed the reasons for the request. The Planning Commission asked questions of Mr. Kamali, for which he provided answers. City Staff, Shana Kelly, requested to modify condition #13 to read clearly that the one (1) year time period pertains to all required public improvements, which will be determined during the Site Plan application process. The applicants requested to modify the condition of approval to allow them five (5) years for the completion of public improvements. City Staff, Shana Kelly, requested to modify condition #14 to read that the Conditional Use Permit shall not be transferrable beyond the initial intended end-user, *Laark Investments* (d/b/a/ Vantage Motors, LLC.).

6. Public Comments on Application.

There were no public comments on this application.

7. Commission Discussion.

The commissioners discussed the application, asked questions of staff and the applicant, regarding the condition of approval that would allow for one (1) year for the implementation of public improvements. Ms. Thurman moved to change Condition #14 allowing for one (1) year to two (2) years for the completion of public improvements, and to change Condition #13 to replace "*Vantage Motors*" with "*Laark Investments*." The motion was seconded by Mr. Jean-Paul. City Attorney, Jennifer Baird, recommended to change Condition #13 to include the word "public" before the word improvements for clarification. The Commission voted whether or not to amend the above-mentioned conditions.

VOTE: Motion passed 7-0-1.

8. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Frazier made a motion to recommend approval of the application to the Board of Aldermen subject to the amended conditions. Mr. Sneddon seconded the motion.

VOTE: Motion passed 7-0-1.

C. Case No.: PZ-2023-09
Applicant: David Joiner, Integral Design Architecture
Reason: The applicant, on behalf of the property owner(s), is seeking the approval of a Utility Easement Vacation for the purpose of a building expansion.

1. Introduction of Application by Chairman.

Chairman Meyer introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Shana Kelly, Planning & Zoning Coordinator, entered the staff report and supporting documents into the record.

4. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested Vacation of a Utility Easement.

5. Public Comments on Application.

There were no public comments on this application.

6. Applicant's Comments on Application.

The applicant, Mr. Joiner, presented his request to the Planning Commission. The Planning Commission asked questions of Mr. Joiner, for which he provided answers.

7. Commission Discussion.

There was no additional discussion by the Planning Commission at this time.

8. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Sneddonen motioned and Mr. Frazier seconded to recommend approval with conditions outlined in the staff report of the Easement Vacation application to the Board of Aldermen.

VOTE: Motion passed 7-0-1.

9. Other Business- Missy Wilson, Assistant City Administrator, introduced Shana Kelly, the new Planning & Zoning Coordinator. She announced that the Board of Aldermen had approved the

budget for Fiscal Year 2024, which includes funding for City Staff to put out an RFP to assist in the update of the Comprehensive Plan.

10. **Set Future Meeting Date – Next Regular Meeting is Scheduled for Thursday, November 2, 2023, at 7:00 PM.**

11. **Meeting was Adjourned at 9:06 PM.**

DRAFT