

**CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
AGENDA**

**Raytown City Hall
Board of Aldermen Meeting Chambers
10000 East 59th Street
Raytown, Missouri 64133
May 11, 2023
7:00 pm**

1. Welcome by Chairperson

2. Call meeting to order and Roll Call

Wilson:	Thurman:	Emerson:	Meyers:	Sneddon:
Jean-Paul:	Frazier:	Stock:	Bruenger:	

3. Approval of Minutes - April 6, 2023, Regular Meeting Minutes

- a) Revisions
- b) Motion
- c) Second
- d) Additional Board Discussion
- e) Vote

4. Public Discussion (Regarding matters not on this agenda only)

5. Old Business:

A. Case No.: PZ 2023-01 *(Continued from April 6, 2023, Meeting)*

Applicant: Nasruddin Bhamani, owner; Dana Blay of DBL Architecture, agent

Reason: Amending the City of Raytown's Official Zoning Map on a Portion of a 5.2-Acre Tract of Land Located at 5348 Blue Ridge Blvd. from District R-1, Low Density Residential to District NC, Neighborhood Commercial.

- 1. Introduction of Application by Chair.
- 2. Explanation of any exparte' communication from Commission members regarding the application
- 3. Swearing in of all speakers by City Attorney that plan to give testimony during hearing
- 4. Applicant's Presentation
- 5. Enter Relevant Applicant Exhibits into the Record

6. Enter Relevant City Exhibits into the Record:
 - a. Staff report
 - b. Application Supporting Documents
7. City Staff Presentation
8. Request for Public Comment by Chairman
9. Additional Staff Comments and Recommendation
10. Commission Discussion
11. Commission Decision to Approve, Conditionally Approve or Deny the Application
 - a. Motion
 - b. Second
 - c. Additional Board Discussion
 - d. Vote

6. New Business:

B. Case No.: PZ 2023-03

Applicant: City of Raytown

Reason: Amending Chapter 50, Article 12, of the Raytown Municipal Code to Conform to New State of Missouri Regulations Issued Following Voter Approval of a Constitutional Amendment Approving Recreational Marijuana on November 8, 2022.

1. Introduction of Application by Chair.
2. Explanation of any exparte' communication from Commission members regarding the application
3. Swearing in of all speakers by City Attorney that plan to give testimony during hearing
4. Enter Relevant City Exhibits into the Record:
 - a. Staff report
 - b. Application Supporting Documents
5. City Staff Presentation
6. Request for Public Comment by Chairman
7. Additional Staff Comments and Recommendation
8. Commission Discussion
9. Commission Decision to Approve, Conditionally Approve or Deny the Application
 - a. Motion
 - b. Second
 - c. Additional Board Discussion
 - d. Vote

7. Other Business: None.

8. Set Future Meeting Date – Next Regular Meeting, Thursday, June 1, 2023, at 7:00 PM.

9. Adjourn

CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
REGULAR MEETING
MINUTES
April 6, 2022
7:00 pm
Council Meeting Chambers

1. Welcome by Chairman Wilson

2. Chairman Wilson called the meeting to order at 7:00 PM. And went over procedural rules for the night's meeting with approximately 100 people in attendance and many intending to speak.

3. Call meeting to order and Roll Call.

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

4. **Approval of Minutes:** Minutes of February 2, 2023, Regular Meeting were approved 6-0-1.

5. **Public Discussion:** There were no persons that spoke on matters not on the agenda.

6. **Old Business:** None.

7. New Business:

A. Case No.: PZ 2023-02:

Applicant: City of Raytown

Reason: Amend Comprehensive Plan Future Land Use Map on a Portion of a 5.2-Acre Tract of Land Located at 5348 Blue Ridge Blvd. from Single Family Residential to Commercial.

1. Introduction of Application by Chairman.

Chairman Wilson opened the hearing and introduced the application.

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

Commissioners Emerson, Meyers, Frazier, Bruenger, and Wilson reported being contacted about this matter prior to the hearing.

3. Swearing in of Speakers.

All persons wishing to speak on this case were sworn in by the City Attorney.

4. Enter Relevant Exhibits into the Record.

Chairman Wilson entered the staff report and application supporting documents into the record.

5. Staff Presentation of Application.

Chris Gilbert, Planning & Zoning Coordinator provided the staff report, addressing the need for the Comprehensive Plan Future Land Use Map to be Amended by the Planning Commission prior to hearing the Rezoning application for 5348 Blue Ridge Blvd.

6. Public Comments on Application.

Several persons spoke on the subject. The majority of speakers were opposed to amending the land use plan to accommodate a rezoning of the subject property. Sign in sheets containing names of all the persons present including those that requested to speak during this hearing is attached. Numerous exhibits were submitted by the speakers which were entered into the record.

Numerous Exhibits were entered into the record by members of the public which are on file in the Community Development Office should any persons desire to review them.

7. Commission Discussion.

The commissioners asked questions of staff which were answered.

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

Ms. Emerson motioned and Ms. Thurman seconded to postpone consideration of this item until after the rezoning hearing immediately following.

VOTE: Failed 3-4.

Mr. Frazier motioned and Ms. Thurman seconded to deny the requested change to the Comprehensive Plan Future Land Use Map.

VOTE: Passed 7-0.

B. Case No.: PZ 2023-01

Applicant: Nasruddin Bhamani, owner; Dana Blay of DBL Architecture, agent

Reason: Amending the City of Raytown's Official Zoning Map on a Portion of a 5.2-Acre Tract of Land Located at 5348 Blue Ridge Blvd. from District R-1, Low Density Residential to District NC, Neighborhood Commercial.

1. Introduction of Application by Chairman.

Chairman Wilson opened the hearing and introduced the application.

Due to the late hour (after 11 PM), Mr. Meyers motioned and Ms. Thurman seconded to continue this hearing to the next scheduled meeting date on May 4, 2023, at 7 PM.

VOTE: Passed 7-0.

8. Other Business- None

7. Set Future Meeting Date – Next scheduled meeting date is May 4, 2023.

9. Meeting was Adjourned at 11:05 PM.

Planning Commission Meeting

April 6, 2023

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

Name	Speaking tonight? (Y/N)	Mailing Address (Include City, State & Zip Code)	Phone #	E-Mail Address
TOE CREAMER	Y	8808 E 1616th	816-517-4773	ALDERMAN@TOECREAMER.COM
2 DANA BLAY	Y	8031 WENONAH RD, LEAWOOD		DBLARCH@KC.RR.COM
2 MOLLY O'HARA	Y	6505 LAMTEL, Raytown	316-806-7996	MOLLYTOHARA@gmail
Rebecca Pennington	Y	11215 E 53rd St.	816-	bee-pennington@gmail
2 ERIN PENNINGTON	Y	11215 E 53rd St	816-876-5104	ERINPENNINGTON2704@gmail
Mark Weiss	Y	11304 E 53rd St	816-352-2433	weiss, m@att.net
Jean Denham	Y	11308 E 53rd St		
Michael Anderson	Y	8E 83RD Raytown		
X Gene Bonifazi	Y	10909 E 56th TER	3584521	
Zack Mulvihill	Y	11216 E 53rd Ter Raytown MO		
Nenny Moor	Y			
Beth Kurzava	Y	6221 Blue Ridge Blvd. 816 Raytown mo	313-8225	
Lisa Blum	Y			
Morris Mellay	Y			
2 Nicole Moor	Y			

Planning Commission Meeting

April 6, 2023

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

Name	Speaking tonight? (Y/N)	Mailing Address (Include City, State & Zip Code)	Phone #	E-Mail Address
Teneke Gentry	Y	Raytown, MO	816 868-8224	
Justin Hester	Y			
Alexis Harrison	X	6921 ENKWOOD	816-551-1220	
2 Cindy Falgout	Y	1120 EAST ST	8164196308	
Troy Oswald	N	9005 E 66 TH Terrace		
2 Linda Raden	Y	11105 E 57 TH TRW		
2 Jay Adams	Y	618 N. SECRET AVE BELTONE MO 64012	816-331-3773	
Called ahead Justin Buford	Y	5116 Blue Ridge Blvd Raytown Mo	816 6782466	
Diane Chalko		11213 E 53 rd St.	8165103152	
Debra Pastna	N	5229 Crisp Ave Raytown		
Called ahead Dawn McFall		5229 Crisp Ave Raytown		
C-REG WATERS	Y	10000 EAST 59 TH ST.	816-517-6852	
Michael Verdogen	Y	9052 E 54th St	717-725-5380	MVERD18W@GMAIL.COM
Sylvette	N	5405 Blue Ridge		
Marcha Leayton		5307 Crisp	816 799 205	

Planning Commission Meeting

April 6, 2023

SIGN-IN SHEET

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Name	Speaking tonight? (Y/N)	Mailing Address (Include City, State & Zip Code)	Phone #	E-Mail Address
Rebekah Bunch	Y	11400 E. 58th St. Raytown MO 64133	816-716-6603	mrsbunch@gmail.com
2 Infnatasia Nading	Y			
Caleb Nading	Y			
Joya McEachern	N	11302 E. 53rd Terr.	816 #24 3785	
Thuy Nguyen	N	5302 Chrysler	816-373-1144	
Cherylwynk	N	11105 E 56 terr	913 209 9887	
Levi Kable	N	11211 E 53rd Terr	816-929-1300	KCABLE@hotmail.com
Timmy Bess	Y	5525 WOODSON RD	816-818-8559	
Jennifer Underwood	N	6921 Englewood Ave	816-517-0480	underwoodj@umkc.edu
Brian Cain	N	5388 Blue Ridge Blvd	816-739-5076	
Tiffany Sturdevant	N	11912 E. 59th for city Raytown	816-666-6433	Martissa 7478@gmail.com
Tiffany Moore	N	5380 Blue Ridge Blvd Raytown	816-516-265	
Lois Moore	N	5376 Blue Ridge Blvd		
Babette King	N	11821 E. 59 Terr. Cir. KCmo		
WICKI AM Fish "Willy"	Y	5225 CRISP AVE 64133	816-577-5811	

Planning Commission Meeting

April 6, 2023

SIGN-IN SHEET

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Name	Speaking tonight? (Y/N)	Mailing Address (Include City, State & Zip Code)	Phone #	E-Mail Address
Orkie Bradley	N	5733 Blue Ridge Blvd Raytown, Mo 64133	816-612-0081	Orkie.bradley@hotmail.com
FRED THOMPSON	N	5417 Blue Ridge Blvd	816-810-1941	FREDSTHOMPSON214@GLOBAL.NET
DENNIS KEBESTER	N	8958 E. 60th Terr	816-491-1754	denniskebester@yahoo.com
Jordan Michig	N	5248 Woodson Rd	336 447 517	811 444 14@gmail.com
Ann R. Kinton		5444 Ash Ave	816-642-6919	amp.k@gmail.com
Timi Karen Haugen	N	5730 Blue Ridge Blvd	816-550-5311	kh20gymoe@protonmail.com
Gina Marvey	N	5218 Crisp Ave Raytown 64133	816-737-5998	gina.marvey@att.net
2 DIANE C. AULIK	Y	11213 E 5351	216 510 3158	
2 REBECCA PENNINGTON	Y	11215 E 53RD ST	816	SEC. PENNINGTON @ GMAIL
2 ERIN PENNINGTON	Y	11215 E 53RD ST	816-876-5104	ERINPENNINGTON2704@GMAIL
2 Kyle Shagnessy	Y	Safe at home	(716) 692 6210	

could not attend

Planning Commission Meeting

April 6, 2023

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

Name	Speaking tonight? (Y/N)	Mailing Address (Include City, State & Zip Code)	Phone #	E-Mail Address
Bernad Thomas	Yes	6920 Englewood Ave Raytown MO 64133		ward 5
Dora Wood	No	11304 E 59th Terr Raytown MO 64133		ward 2 ajob4jrt@gmail.com
Janette Wynn	NO			



PZ 2023-01

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: April 6, 2023

Re: Application for Rezoning

APPLICATION SUMMARY

Applicant: Nasruddin Bhamani, owner, and agent, Dana Blay (DBL Architecture)

Project Contact: Dana Blay, DBL Architecture

Property Location: 5348 Blue Ridge Blvd.

Request: Rezoning from R-1, Low Density Residential to NC, Neighborhood Commercial

BACKGROUND INFORMATION:

Nasruddin Bhamani, the owner of the subject property and two additional existing businesses in Raytown, has filed an application to rezone 2.5 acres of a mostly vacant 5.2-acre property. He purchased the subject property in 2022, and is requesting rezoning from R-1, Low Density Residential, which primarily consists of single-family dwellings, to NC, Neighborhood Commercial, which primarily consists of neighborhood oriented smaller scale commercial development, within which all commercial development not on or near 350 Highway is located. The intent of the rezone application is to construct a new commercial development with a full-service convenience store including fuel pumps along with additional commercial lease space. This is proposed to be in the form of a small strip retail center, along Blue Ridge Blvd. and Woodson Road on the south and east portions of the subject property, using about half of the available acreage. The remaining acreage is proposed by the applicant to remain zoned as low density residential along 53rd Street and on the far western end of the property.

At the present time there are no "convenience stores" with fuel sales, as defined by Chapter 50 of the Raytown Municipal Code located in Raytown north of 60th Terrace and east of Raytown Road. While this use category may be issued a liquor license, package liquor sales cannot be the primary gross receipts of the business. Quiktrip and Minit Mart are similar businesses under this category. New package liquor stores were restricted by the Board of Aldermen in 2020 by imposing a 2600-foot distance separation from other such stores and since 2020, no new package liquor stores have been permitted in Raytown. The closest "convenience stores" in Raytown are at 5304 Raytown Road near the former Super Splash, and at 6024 Blue Ridge Blvd. across from Raytown High School. Outside of Raytown to the north, there are such facilities at 5016 and 4704 Blue Ridge Blvd. in Kansas City.

Prior to this application, the Blue Ridge Nursery operated on the property, according to available City licensing records, from 1974 to 2015 as a commercial nursery operation. Per current zoning regulations, this type of business would require Highway Commercial zoning to

operate. Highway Commercial is only zoned along 350 Highway, as this zone is intended for major commercial operations including plant nurseries. Existing such operations in Raytown are legal non-conforming ("Grandfathered"). In 2019, the property was sold at auction to an out of state buyer who was interested in developing the property. The City never received any development plans for the property from the buyer. Ultimately, in 2022, the property was sold to the applicant.

The Blue Ridge Nursery was a full-service commercial nursery operation as shown in the photos attached to this staff report, with about two-thirds of the 5.2-acre property actively used for greenhouse structures, planting areas, material storage areas, customer parking, and a contractor access from Woodson Road. The size and scope of the operation was significant enough that the 1996 Raytown Comprehensive Plan's Existing Land Use Map labels the property as "Commercial" land use.



FIGURE 1: BLUE RIDGE NURSERY OPERATION AS DEPICTED ON 2012 AERIAL PHOTO

NOTICING

The following noticing steps were taken for this application, in accordance with Chapter 50 of the Raytown Municipal Code and Chapter 89 of the Revised Statutes of Missouri (RSMo):

Neighbor notice letters for the first neighborhood meeting held at 4 PM on January 24, 2023, at Raytown City Hall:

Property owners within 185 feet of the perimeter of the entire subject 5.2-acre parcel were determined from information obtained from the Jackson County Assessor's Property Tax Records. The property owner mailing list, letters dated January 10, 2023, and a map were provided to the applicant to be mailed by regular mail. A copy is included with the



attachments to this report in addition to a copy of the neighborhood meeting sign in sheet and a synopsis of the meeting.

Neighbor notice letters for the second neighborhood meeting held at 6 PM on March 21, 2023, at the School District Wellness Center:

Property owners within 185 feet of the perimeter of the entire subject 5.2 are parcel were sent new notice letters by the applicant dated March 10, 2023, for this neighborhood meeting. This mailing used the same mailing list, new letters with updated meeting dates, and a map. A copy is included with the attachments to this report in addition to a copy of the neighborhood meeting sign in sheet and a synopsis of the meeting. NOTE: This second meeting was agreed to be provided as a courtesy by the applicant following the first meeting and was not required by Ordinance.

Publication in Daily Record:

The Raytown City Clerk arranged for the public hearing notice to be published in The Daily Record Kansas City, a paper of general circulation in Kansas City, Missouri, and qualified to publish public hearing notices, on March 16, 2023. A copy of the affidavit of publication is included with the attachments to this report.

Posting of Public Hearing Signs on the Property:

The applicant posted three public hearing signs provided by staff on the subject property on March 22, 2023, with one sign facing each of the three adjacent streets and provided photo evidence to staff that these signs were placed and is included with the attachments to this report.

Website Postings:

While not required by City Ordinance or State Statute (RSMo), staff has worked to keep the public informed by posting the Concept Plan and the Traffic Study for this application on the Planning and Zoning Commission's meeting page of the City of Raytown's website.

REZONING APPLICATION FACTORS TO BE CONSIDERED

When considering a rezoning application, the following criteria should be considered to determine if the application should be approved.

1. CHARACTER OF THE NEIGHBORHOOD

The character of the surrounding neighborhood is a mix of commercial, single family residential, and multi-family residential uses. To the north is the Hidden Lake senior care complex, a church, some small commercial parcels and a few residential single and two family structures. To the east is the small box retail commercial CVS Pharmacy building and other commercial buildings including a car wash, a McDonald's Restaurant and auto repair. To the south and west is entirely single-family residential uses.

As the surrounding neighborhood is a mix of uses, including R-1, Low Density Residential, R-2, Medium Density Residential, R-3, High Density Residential, and NC, Neighborhood Commercial, all directly abutting the subject property, it is clearly a mixed use area within which the proposed zoning and its accompanying commercial development would be a

consistent fit. Figure 1 below gives a visual display of how all these zone districts interact in relation to the subject property. The NC, Neighborhood Commercial district standards contain screening and buffering requirements specifically for this particular situation.

The subject parcel was previously used commercially for several decades (at least since 1974) until the use ceased in 2015. There is little remaining evidence of the previous use as a commercial nursery, with a couple structures and a small parking area remaining. The additional structures, growing areas, storage areas, additional access drives, and the pole sign on Blue Ridge Blvd. have been removed.



FIGURE 2: Surrounding Zoning

2. ZONING AND CURRENT USES OF NEARBY PROPERTY

The following provides an overview of the zoning and existing land uses on properties surrounding the subject area:

	<u>ZONING</u>	<u>EXISTING LAND USES</u>
South:	R-1	Low Density Residential
North:	R-2, R-3, NC	Medium Density Residential, High Density Residential, Commercial
East:	NC, R-2	Commercial, Medium Density Residential
West:	R-1	Low Density Residential



3. SUITABILITY OF ZONING FOR CURRENT USE

The subject property is presently vacant with two structures remaining on Blue Ridge Blvd. from its previous use as a commercial nursery operation. The current zoning as R-1 has been in place throughout its use as a commercial nursery. The 5.2-acre subject parcel can be suitable for low density residential development under the right conditions. At the present time, platting and constructing a single-family subdivision on the land, including installation of all required improvements to serve the development such as streets, sidewalks, buried and overhead utilities, and storm drainage control are highly unlikely to occur as developers expect a profit once the lots are sold. Higher density developments such as duplexes, apartments, or senior housing may be more viable for residential development but would require the property to be rezoned to permit such uses.

4. DETRIMENTAL EFFECTS TO NEARBY PROPERTIES IF REZONING IS APPROVED.

As is the case with any development of land, there will be impacts. Even the lowest form of development, the single-family home, brings impacts by introducing more traffic and people into an existing neighborhood. Commercial development does this as well. With commercial development, however, such impacts can, and are required to be, mitigated through the site plan review process. This process will apply all codified development standards regarding drainage control, ingress/egress, vehicle circulation around the site, façade appearance, site lighting, landscaping, and buffering. The traffic study that was submitted by the applicant has been reviewed and accepted by the City Engineer and his recommendations are contained with the attachments to this staff report.

As a result of the rapid residential growth Raytown experienced from the 1950s to the 1970s, including numerous annexations that absorbed existing developments under Jackson County jurisdiction during this time period, commercial development occurred primarily in narrow width strips along all of 350 Highway and in numerous other separate parts of the City to a smaller scale. With the exception of the downtown core and east side of Raytown Road north of 57th Street, these commercially developed strips are directly adjacent to existing residential structures today (a large part of the downtown area along Raytown Road and 63rd Street outside of the core are as well). If one looks at the larger vacant parcels that remain around Raytown that could be suitable for commercial purposes, the majority are located directly adjacent to existing residential developments. Because of these geographic constraints, applying appropriate landscape screening and buffer areas becomes very important in reducing the impacts caused by new commercial development next to existing residential.

The issue of existing vacant commercial space in Raytown needs examining. The applicant is proposing additional commercial lease space adjacent to his convenience store with fuel sales on the concept plan that would be the first truly new, non-remodeled, *non-office use only* commercial lease space in decades. While Raytown has had a number of vacant lease spaces along its major commercial corridors in recent years, since the end of the COVID 19 pandemic in 2021-22, many of these spaces have since been re-occupied by new businesses. There are very few small strip center vacancies in Raytown. The significant exception to this trend involves the larger traditional shopping centers north

of 350 Highway, including Raytown Plaza, Center 63, Woodson Village and the nearby Blue Ridge Shopping Center. These four centers are all 40 to 70 years old, in great need of appearance updates and parking lot reconstruction, are built to old building standards that do not lend themselves to easy partitioning to meet modern codes AND to meet the needs of potential new tenants, and most significantly, are all owned by a single corporate owner based in New Jersey that's absentee and makes minimal investments in the properties. The applicant already has existing businesses he owns in Raytown, lives in the area, and would own this development as well.

5. LENGTH OF TIME OF VACANCY.

The Blue Ridge Nursery operated from 1974 to 2015 and has not had a licensed business operating on the property since. Many of the improvements on the property have been removed that are visible on the 2012 aerial photo, giving the property a "vacant land" appearance to it, which is not at all what it was while the nursery was in full operation. The land sold at auction in 2019 to an out of state owner who did not undertake any improvement efforts prior to selling the property to the applicant in 2022.



FIGURE 3: REMAINING STRUCTURES FROM PREVIOUS BLUE RIDGE NURSERY BUSINESS

6. CONSIDERATION OF PUBLIC INTEREST.

1. Public Health: There are impacts that can accompany the requested commercial zoning on the subject property, including issues with excess lighting, noise, stormwater runoff, and traffic. ***All of these impacts are recognized by staff, and the site plan process that would follow any rezoning approval will be required to address these issues, as noted in more detail in the recommendations.***

2. Public Safety: The proposed commercial zoning will cause a minor increase in traffic flow in the area. The traffic study recommendations will be required to be implemented by the Raytown Public Works Department. The City Engineer has provided a comment letter that is attached to this report regarding his analysis of the traffic study. The traffic study is also attached to this report following the City Engineer's letter.

The Raytown Public Works Department's Major Street Plan, included as an attachment to this staff report, shows all three adjacent streets as being collector streets, the same designation given to 59th Street, 67th Street and 83rd Street, among others, so the street network is easily able to handle the increased traffic load from a small commercial development. In addition, the primary intersection adjacent to the proposed development is signalized.



FIGURE 4: PROPERTY AS SEEN FROM CVS ON WOODSON ROAD. NOTE FORMER CONTRACTOR ACCESS APRON AND PATH.

3. Public Welfare: There has been a lot of public discussion outside of official city public hearings regarding this project and the anticipated negative impacts a commercial development could impose on surrounding existing single-family neighborhoods, including issues with excess lighting, noise, stormwater runoff, and traffic. These types of impacts are already required to be partially mitigated with a 30-foot landscaped buffer adjacent to such residential areas and storm water is required to be managed on-site. Staff has also made recommendations in this report regarding the conceptual site plan layout proposed by the developer that could further lessen some of the impacts on surrounding residential areas.

7. IMPACTS ON PUBLIC SERVICES AND UTILITIES.

All necessary utilities and public services are available at the property line and capable of serving the proposed commercial development with service line connections by the various utility companies serving the area. Service improvements have also been made in the area recently, as the new church across 59th Street to the north of this property installed an upgrading fire line. There are no expected issues with impacts on public services and utilities in the area.

8. CONFORMANCE WITH THE COMPREHENSIVE PLAN.

The Future Land Use Map contained in the 1996 Raytown Comprehensive Plan, as amended, identifies the subject property as Single Family Residential. An amendment to the Future Land Use Map would need to be made for the rezoning of the property to a commercial district to be in conformance with the Comprehensive Plan. The proposed rezoning application can still be acted upon but will not be in conformance with the Comprehensive Plan Future Land Use Map.



FIGURE 5: POLE SIGN THAT PREVIOUSLY EXISTED AT ENTRANCE TO BLUE RIDGE NURSERY.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission hold this public hearing, take testimony from all parties, and consider recommending approval of this application requesting rezoning of approximately 2.5 acres of the 5.2 acre subject parcel located at 5348 Blue Ridge Blvd. from



R-1, Low Density Residential District to NC, Neighborhood Commercial District, 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 rezone application by the Board of Aldermen.

1. In accordance with Municipal Code section 50-562(h), time of performance in rezoning shall be applied, establishing an 18-month time frame from date of approval of the rezoning ordinance for this application, within which all of the following shall occur:
 - A. Approval of the Conditional Use Permit for the Fuel Station component;
 - B. Approval of the Final Site Plan;
 - C. Issuance of building permits; and
 - D. Start of project construction.

This timeframe shall be extended by factors outside of the applicant's control in the course of meeting the aforementioned milestones, including legal actions and other actions taken by government that prevent progress.

Should construction not commence by the end of this 18-month period, the Planning Commission may publish a notice, and conduct a public hearing for purposes of determining whether or not the change in zoning continues to be in the public interest and can take an action to recommend one or more of the following to the Board of Aldermen:

- A. That it extend the time of performance to a specified date;
 - B. Remove the time-of-performance section from the rezoning ordinance; or
 - C. Rezone the subject land to another specific district.
2. Applicant shall apply for a Conditional Use Permit for the Fuel Station component along with the Final Site Plan for the proposed project (only the approximately 2.5 acres impacted by the presented concept plan) for public hearing review. The boundary of the project shown on the Final Site Plan approved following this process by the Board of Aldermen shall constitute the exact boundary of the new commercial zoning district being applied.
 3. Applicant shall rotate the convenience store and fuel pumps 90 degrees from the submitted concept plan to face Woodson Road and the CVS across the street. Raytown has no convenience stores with pumps, even those located next to residential areas, that face directly toward residences.
 4. Applicant to restrict convenience store hours of operation to within the 6 AM to 10 PM time frame. Hours of operation shall also apply to automated fuel pumps if vehicles using the pumps would face residential properties. If the fuel pumps are oriented in such a manner that vehicles using the pumps face only the proposed new store or the existing CVS across Woodson, then the fuel pumps may dispense fuel in an automated manner on a 24 hour basis.
 5. Applicant to provide the required screening buffer on the south and west ends of the project consistent with the NC, Neighborhood Commercial District buffer requirements contained in Municipal Code Section 50-188.



Staff Report

Community Development
Planning and Development Services

6. Remainder of the subject property, consisting of approximately two and a half acres and not included in the requested rezone application, shall remain R-1, Low Density Residential.

Concerning the property at 5348 Blue Ridge:

There is a growing neighborhood opposition to this property being rezoned from residential to commercial. As the question comes up over the next couple of months, we would very much like the City government to understand why this opposition exists.

This neighborhood consists of mostly homeowners who have personal investment in our properties. We have seen blight take hold in our area at the shopping center, Blue Ridge Plaza, literally a stone's throw from the currently proposed development. The Plaza contained at one time and another the exact amenities offered in this new proposal, but has all but failed. We believe this is because the neighborhood cannot economically support all of these businesses, not just because of mismanagement. The now-defunct gas station at the same location and an operational Car Wash there have been recently struggling with vandalism and theft, and the CVS next door shares those issues. Blight does draw in criminal elements, unfortunately. Certainly we would like this addressed, but the current proposal does nothing for this problem.

The City may be under the impression that a commercial development at the 5348 space will increase tax revenue coming in, but we believe the more likely scenario is that existing revenue will simply move to the new location from other businesses. This has happened in recent years at the Blue Ridge Plaza when a Dollar General was built at 51st & Blue Ridge, putting the Family Dollar at the Plaza out of business. Those tax dollars were diverted half a block away, not increased.

If the new proposed development was perhaps a rebuild or refacing of the blighted space at the Blue Ridge Plaza, the neighborhood would be welcoming it. But the development is proposed for a space that is at the moment green and designated for housing purposes.

While the two small buildings that sit on 5348 need to be demolished because of degradation, the rest of this space is green, having been cultivated in the past as a Nursery garden, and it absorbs a lot of the water runoff at that corner. Even so, the neighborhood experiences wet basement and foundation problems because of runoff from Blue Ridge during rainy seasons. We do not have proper storm drainage. Paving the majority of the green space will worsen this issue, and certainly not pay for the cost of the infrastructure the City will eventually need to build. This space needs to stay majority green because of this.

Other environmental issues raised by creating a commercial center include light pollution, noise pollution, increased litter, and if the business is moderately successful, much more traffic. A version of the proposal has boasted of "walkability" for the location. Anecdotally, this author has a habit of walking in northern Raytown daily, and no, this area is not very walkable at all. Besides Blue Ridge itself, the neighborhood has no sidewalks, only ditches. Because of this, traffic to this location will be by car. There are concerns with how that will wear on the narrow roads of Woodson and 53rd that intersect with Blue Ridge at the property, considering they are already quite congested.

We understand that the owner of the 5348 property wishes to expand on his current business in Raytown, and we do not oppose his personal efforts at entrepreneurship. We simply oppose his choice of location, as we believe within a short amount of time, he, too, will experience the disappointment and financial loss of a failed venture, and we will all have to deal with the aftermath.

It should be noted that there is also concern about the types of business that are being proposed for the location. We understand that a private commercial property owner has much freedom to choose what business to build on their own space. We also understand that the owner of this space is most comfortable and familiar with running liquor/smoke/convenience stores, and as this is his bread and butter, he will most likely lean into that experience when building his new development. There are in Raytown within 2.5 miles of this space already five liquor/smoke/convenience stores, and this is not counting the

businesses which happen to sell liquor alongside their other more prioritized products. This is an oversaturation of the market already, something that Raytown needs to be paying close attention to. We risk more economic downturn if we do not encourage business diversity in our city. Supply should not outpace demand.

As an already residentially zoned location, the property at 5348 Blue Ridge is suited to housing and can accommodate quite a few new single family homes with good back yards if parceled judiciously, something that Raytown needs. A boost to the population of our neighborhood would make us economically able to support the current businesses and allow them to flourish. Consider that any housing development that increases population will also increase use tax revenue as new residents order online deliveries in this modern era. The new owner can be encouraged to pivot his focus from his current venture to a housing investment that will benefit the area, or he may choose to pass on his investment to another individual who would be interested in creating more housing.

The neighbors of 5348 Blue Ridge want a beautiful hometown in which to raise our families, to live out the remainder of our years, and to pass on to the next generations. We appreciate the small town feel of Raytown, balanced with its convenient proximity to a large metropolis. We want to see it continue to grow in diversity and vibrant culture while maintaining a conscious focus on environmental and economic security. We ask for your support as part of our City government in advocating for progress that will benefit all of us.

Thank you for your consideration.

--

- *Bec Pennington*

You want a toe? I can get you a toe, believe me. I can get you a toe by 3 o'clock this afternoon... with nail polish.

Ms. Alexander,

We would greatly appreciate your assistance in forwarding our e-mail to the Planning and Zoning Commission for consideration related to the Commission's 4/6/2023 Meeting Agenda.

Re: Opposition to rezoning of the Blue Ridge Boulevard area

Commission Members,

The rezoning of the 5348 Blue Ridge Boulevard area to commercial enterprises would be a detriment to the community. The Blue Ridge Plaza strip mall, located nearly adjacent to this property is an excellent example of blight, with store fronts and a gasoline station within this "shopping center" that have been vacant for years and a large deteriorated parking lot. We are lifelong residents of Raytown, Missouri and we have loved living here. Throughout our careers, we have endured Overland Park colleagues disparage Raytown as a low class area they would never consider living. We have lived on Blue Ridge Boulevard many years and do our utmost to keep the longtime standards attributed to the beauty of the Boulevard. The original rezoning that allowed that parcel to convert from residential to commercial interests was a terrible mistake. It led to the building of a nursing home for years rated among the worst in the nation being constructed just behind Blue Ridge Plaza. There has been no upside for the residents of Raytown and especially none for the residents along Blue Ridge Boulevard. Single family residence are needed and wanted. We are absolutely against rezoning of the 5348 Blue Ridge Boulevard parcel of land to install businesses that will only add to the blight of our area.

Sincerely,

Martin and Carla Brogdon
5525 Blue Ridge Boulevard
Raytown, Missouri 64133

Case Number _____
Date Received _____

**CITY OF RAYTOWN
APPLICATION FOR REZONING**

PART I BACKGROUND INFORMATION

1. This request applies to property at the following address:
5348 Blue Ridge Blvd.

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

Name	Address	Phone
Nasruddin Bhamani	6625 Raytown Road	512-905-2356

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

Name	Address	Phone
Dana Blay (DBL ARCHITECTURE, INC.)	8031 Wenonga Road, Leawood, KS 66206	913-206-6060

4. The property is currently being used for the following purposes:

Vacant Land

5. We propose that the zoning of the property be changed from R1 to CN.

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

<u>Structure</u>	<u>Height</u>
1 - Existing Residence	1 story - 17'
2 - Existing Garage	1 story - 15'

7. 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)

Naddi Hanani

PART II REZONING AMENDMENT STATEMENT

This statement will become part of the application. This is an opportunity to justify approval of a zoning amendment. The information requested pertains to factors that will be considered in reaching a decision on applications.

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 development will be in keeping with the character of the neighborhood because:

As there is Commercial uses along Blue Ridge Boulevard and right next door to this property, Neighborhood type uses will fill a need that the other commercial uses do not. The building will be low in height and have a contemporary style to attract more uses. The main use will be a convenience store.

B. The proposed use will be consistent with the zoning and uses on nearby parcels because:

Same answer as item A.

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

As there are sufficient housing in the area and not enough Neighborhood Services to compliment the residences this will help serve a need.

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

It is our intent to not have any detrimental effects on the nearby parcels. We plan to buffer the existing residential neighborhood with additional single family residences. We intend to leave as much vegetation as is practical to keep the character of an older neighborhood intact.

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

Unknown.

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

As said in item C above, there is plenty of residences in the area. To build out this property as zoned to be all single family residences would not be practical or wise for the neighborhood.

G. The proposed development implements the Comprehensive Plan in the following ways:

It makes for more walkability sustained uses for residences in the area.

H. Public facilities and utilities are adequate to serve the proposed use as follows:

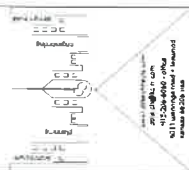
There is currently adequate sanitary and storm water and water services for the site if it was built out as residential. The commercial uses would require less demand than what is currently zoned. Also there is an existing traffic signal at the corner of Blue Ridge and Woodson with turn lanes which aids in the proposed use.

I. Additional comments:

It is our intention to make this center a well designed center with a variety of shops and uses. We plan to have a walking trail around the future residential lots to allow for neighbors to walk to the shops in a vertical type park.

NOT APPROVED FOR CONSTRUCTION

DBL ARCHITECTURE • INC



PROJECT NO. 272
 DBL ARCHITECTURE, INC
 11250-4006 - 11th
 WOODSON RD, WOODSON, VA 22094

OWNER: SPANNI CENTER
 5346 BLUE RIDGE BLVD
 RAYMOND HEIGHTS 04155

CONTRACT INTANTION
 August 24, 2022

OWNER'S DESIGN REVIEW
 9/20/22

OWNER'S CD REVIEW
 1/17/22

PLANNING SUBMIT
 1/17/22

PLANNING RE-SUBMIT
 7/12/22

PLANS PERMIT SUBMIT
 7/12/22

PLANS PERMIT RESUBMIT
 7/12/22

PROJECT:
 SPANNI CENTER
 5346 BLUE RIDGE BLVD
 RAYMOND HEIGHTS 04155

PROJECT LOG:
 CONTRACT INTANTION
 August 24, 2022

OWNER'S DESIGN REVIEW
 9/20/22

OWNER'S CD REVIEW
 1/17/22

PLANNING SUBMIT
 1/17/22

PLANNING RE-SUBMIT
 7/12/22

PLANS PERMIT SUBMIT
 7/12/22

PLANS PERMIT RESUBMIT
 7/12/22

REVISIONS:
 A REVISION PER CITY
 7/12/22

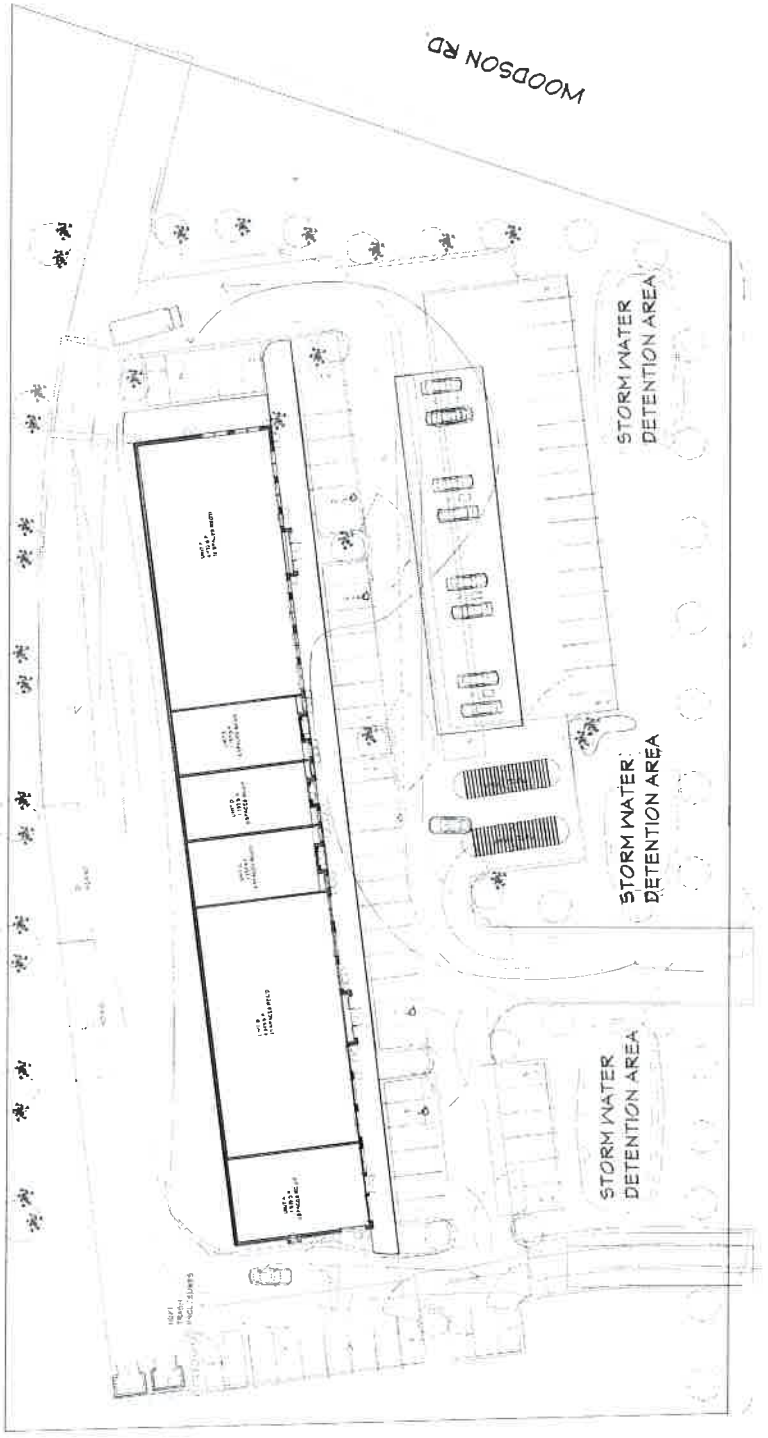
B REVISION PER CITY
 7/12/22

SHEET TITLE:
 PROJECT
 SITE PLAN

PROJECT
 SITE PLAN

SHEET NO.:
 AC2

PROJECT NUMBER:
 082922

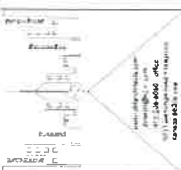


BLUE RIDGE BLVD.

1st Floor

TOTAL BUILDING AREA = 14,661 S.F.

NOT FOR CONSTRUCTION
 APPROVED FOR PERMIT
 10/19/2022
 DBL ARCHITECTURE + INC



15 SEPTEMBER 2022
 DBL ARCHITECTURE + INC
 10000 N. 100th Ave., Suite 100
 Omaha, NE 68131
 402.491.1111
 www.dblarch.com

PROJECT:
 BRAWN CENTER
 8000 BLUE RIDGE BLVD
 NEARBY NEARBY 68135

PROJECT LOG
 CONTRACT INITIATION
 August 24, 2022

OWNERS DESIGN REVIEW
 9/28/22

OWNERS CD REVIEW
 11/15/22

PLANNING SUBMIT
 11/15/22

PLANNING RE-SUBMIT
 11/15/22

PLANS PERMIT SUBMIT
 1/17/23

PLANS PERMIT RESUBMIT
 2/22/23

REVISIONS:
 1. ISSUED PER CITY
 2. 1/17/23
 3. 2/22/23

SHEET TITLE:

BUILDING
 ELEVATIONS

SHEET NO.:
 A1

PROJECT NUMBER:
 092422



Elevation 14
 SOUTH ELEVATION



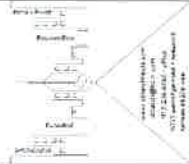
Elevation 12
 EAST ELEVATION



Elevation 13
 NORTH ELEVATION

NOT
APPROVED
FOR
CONSTRUCTION

DBL ARCHITECTURE • INC



CONSTRUCTION SET
DBL ARCHITECTURE, INC.
1000 UNIVERSITY AVENUE, SUITE 100
ANN ARBOR, MI 48106-1500
PH: 734.769.1100 FAX: 734.769.1101
WWW.DBLARCHITECTURE.COM

PROJECT:
DOWNTOWN CENTER
500 BLUE RIDGE BLVD
ANN ARBOR, MI 48106-1500

PROJECT LOG
CONTRACT INITIATION
AUGUST 24, 2022

OWNER'S DESIGN REVIEW
10/24/22

OWNER'S CD REVIEW
11/15/22

PLANNING SUBMIT
11/15/22

PLANNING RE-SUBMIT
11/15/22

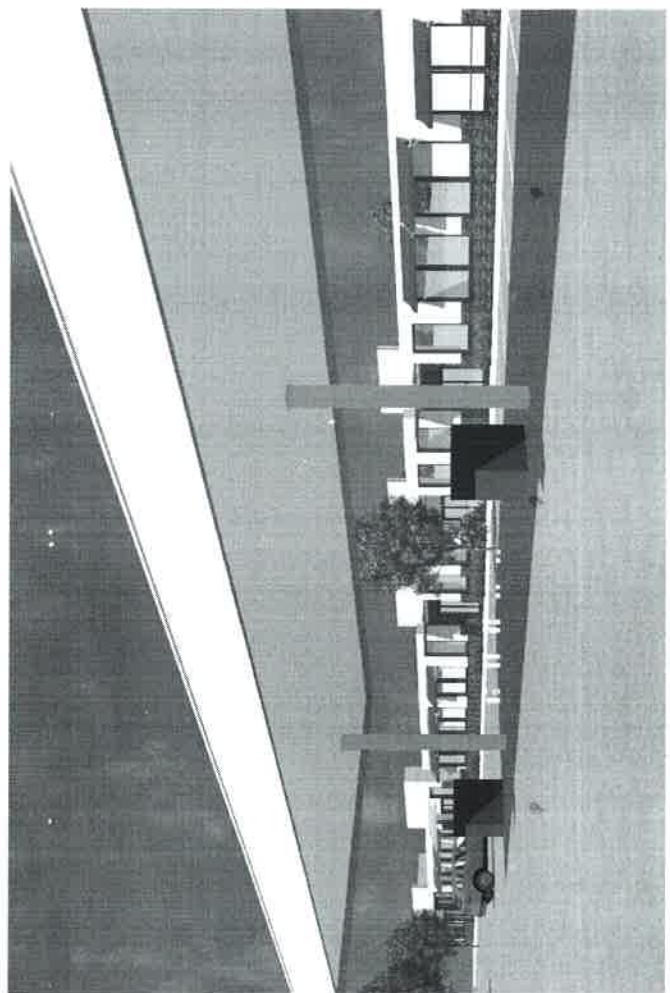
PLANS PERMIT SUBMIT
11/15/22

PLANS PERMIT RESUBMIT
11/15/22

REVISIONS:
1 REVISED PER CITY
2 REVISED PER CITY
3 REVISED PER CITY
4 REVISED PER CITY

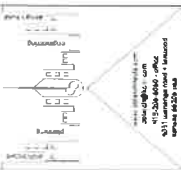
SHEET TITLE:
PERSPECTIVE
VIEW

SHEET NO.:
A2
PROJECT NUMBER
082-922



Camera 1

NOT FOR CONSTRUCTION
 APPROVED FOR ARCHITECT



PROJECT: 2022
 DBL ARCHITECTURE + INC
 1500 WEST 10TH AVENUE
 DENVER, CO 80202
 303.733.4444

PROJECT:
 SHARIN CENTER
 550 BLUE RIDGE BLVD
 Agapoo Hills, Missouri 64139

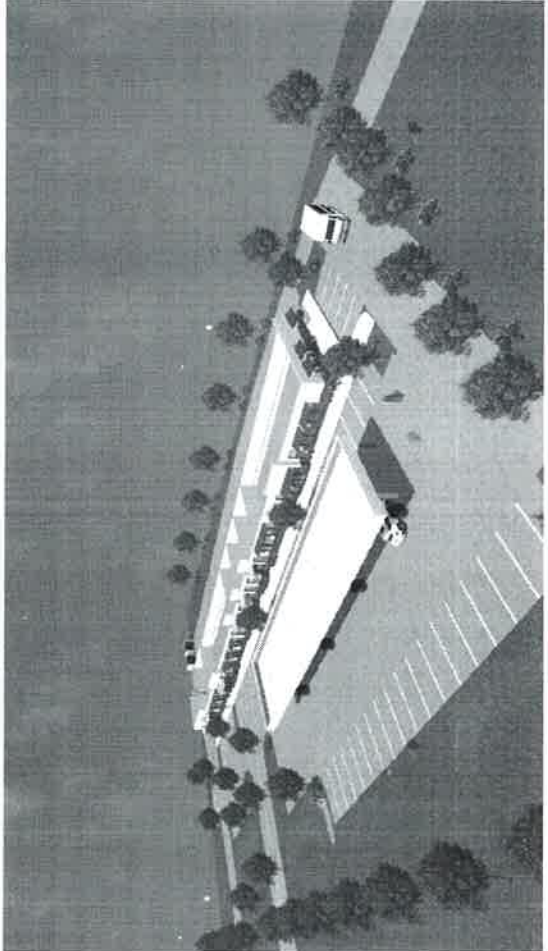
PROJECT LOG:
 CONTRACT INITIATION
 August 24, 2022

OWNER'S DESIGN REVIEW
 10/20/22
 OWNER'S CO REVIEW
 11/16/22
 PLANNING SUBMIT
 11/16/22
 PLANNING RESUBMIT
 12/15/22
 PLANS PERMIT SUBMIT
 7/6/23
 PLANS PERMIT RESUBMIT
 7/6/23

REVISIONS:
 A REVISION PER CITY
 7/6/23
 A REVISION PER CITY
 7/6/23

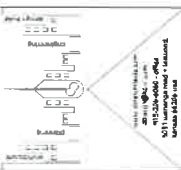
SHEET TITLE:
 BIRDSEYE VIEW

SHEET NO.:
 A3
PROJECT NUMBER:
 082422



Camera 2

NOT FOR CONSTRUCTION
 APPROVED FOR SUBMITTAL
 DBL ARCHITECTURE • INC



© COPYRIGHT 2022
 DBL ARCHITECTURE, INC
 1115 S. 10th Street, Suite 100
 Phoenix, AZ 85006
 602.441.1111
 www.dblarch.com

PROJECT:
 SHANNI CENTER
 584 BLUE RIDGE BND
 Raymond, Missouri 64135

PROJECT LOG
 CONTRACT INITIATION
 August 24, 2021

OWNER'S DESIGN REVIEW
 7/26/22

OWNER'S CD REVIEW
 7/26/22

PLANNING SUBMIT
 11/19/22

PLANNING RE SUBMIT
 11/19/22

PLANS PERMIT SUBMIT
 7/7/22

PLANS PERMIT RESUBMIT
 7/7/22

REVISIONS:
 A REVISED PER CITY
 7/7/22
 A REVISED PER CITY
 7/7/22

SHEET TITLE:
 PERSPECTIVE
 VIEW

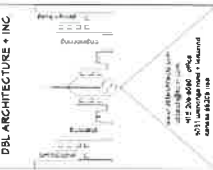
SHEET NO.:
 A5

PROJECT NUMBER:
 082922



Camera 4

NOT APPROVED FOR CONSTRUCTION



DBL ARCHITECTURE + INC.
 172 206 6000
 172 206 6000
 172 206 6000

PROJECT:
 SHARON CENTER
 5946 BLUE RIDGE BLVD
 Raytown, Missouri 64135

PROJECT LOG:
 CONTRACT INITIATION
 August 28, 2021

OWNERS DESIGN REVIEW:
 9/28/22

OWNERS CD REVIEW:
 1/19/22

PLANNING SUBMIT:
 1/19/22

PLANS PERMIT SUBMIT:
 7/7/22

PLANS PERMIT RESUBMIT:
 7/7/22

REVISIONS:
 A REVISIONS PER CITY
 7/7/22

SHEET TITLE:
 LANDSCAPE
 SITE PLAN

SHEET NO.:
 A6

PROJECT NUMBER:
 092-122



BLUE RIDGE BLVD

LANDSCAPE SITE PLAN

PLANT SCHEDULE			
NUMBER	QTY	COMMON NAMES	SCIENTIFIC NAME
F01	44	BARBERRY	BERBERIS
F02	30	CATAWBA RHODODENDRON	RHODODEANDRON CATAWBIENSE
F03	43	TEXAS RED OAK SPANISH OAK SPOTTED OAK RED OAK ROCK OAK	QUERCUS BUCKLEYI

1st Floor



VIEW LOOKING SOUTH



VIEW LOOKING NORTH WEST



VIEW LOOKING NORTHWEST



VIEW LOOKING SOUTH

NOT APPROVED FOR CONSTRUCTION

DBL ARCHITECTURE • INC
 11508 POND CREEK ROAD
 SUITE 100
 GREENSBORO, NC 27409
 TEL: 336-853-1111 FAX: 336-853-1112
 WWW.DBLARCHITECTURE.COM

PROJECT:
 SHARON CENTER
 504 BLUE RIDGE BLVD
 RAYBURN, MISSOURI 64135
PROJECT LOG
 CONTRACT INITIATION
 August 24, 2022

OWNERS DESIGN REVIEW
 9/28/22

OWNERS CD REVIEW
 10/11/22

PLANNING BOARD
 1/17/23

PLANNING RE SUBMIT
 3/7/23

PLANS PERMIT SUBMIT
 3/7/23

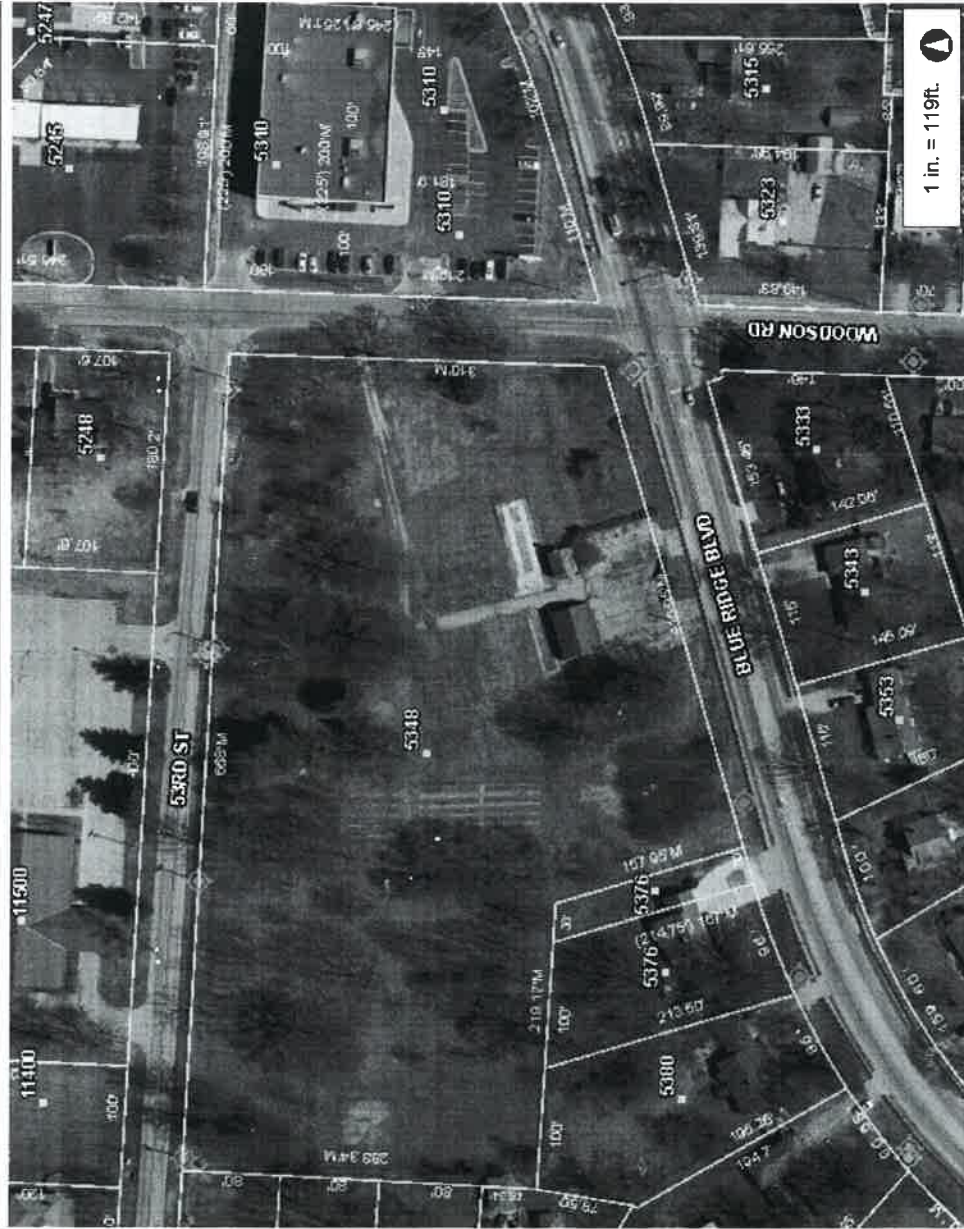
PLANS PERMIT RESUBMIT
 7/1/23

REVISIONS:
 A REVISION PER CITY
 B REVISION PER CITY
 C REVISION PER CITY

SHEET TITLE:
 EXISTING
 VIEWS

SHEET NO.:
 A7
PROJECT NUMBER:
 082422

Raytown, MO



1 in. = 119ft.

238.7 0 119.33 238.7 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



Legend

- Road
- ▭ Parcel
- Address Point
- City Limit
- ◆ Raytown Street Light
- ◆ KCPL Street Light
- ◆ Street Light
- ◆ Existing Rented
- ◆ Existing City Owned
- ◆ Owned by Others
- ◆ Proposed Street Light
- Sidewalk

Notes

NOT APPROVED FOR CONSTRUCTION

DBL ARCHITECTURE - INC

PROJECT:

534 BLUE RIDGE BLVD

Raytown Missouri 64135

PROJECT LOG:

CONTRACT INITIATION

August 24, 2021

OWNER'S CD REVIEW

9/28/22

PLANNING SUBMIT

11/15/22

PLANNING RE-SUBMIT

1/17/23

PLANS PERMIT SUBMIT

7/7/23

PLANS PERMIT RESUBMIT

7/25/23

REVISIONS:

REVISED PER CITY

7/7/23

REVISED PER CITY

7/12/23

SHEET TITLE:

EXISTING

AERIAL

SHEET NO.:

A8

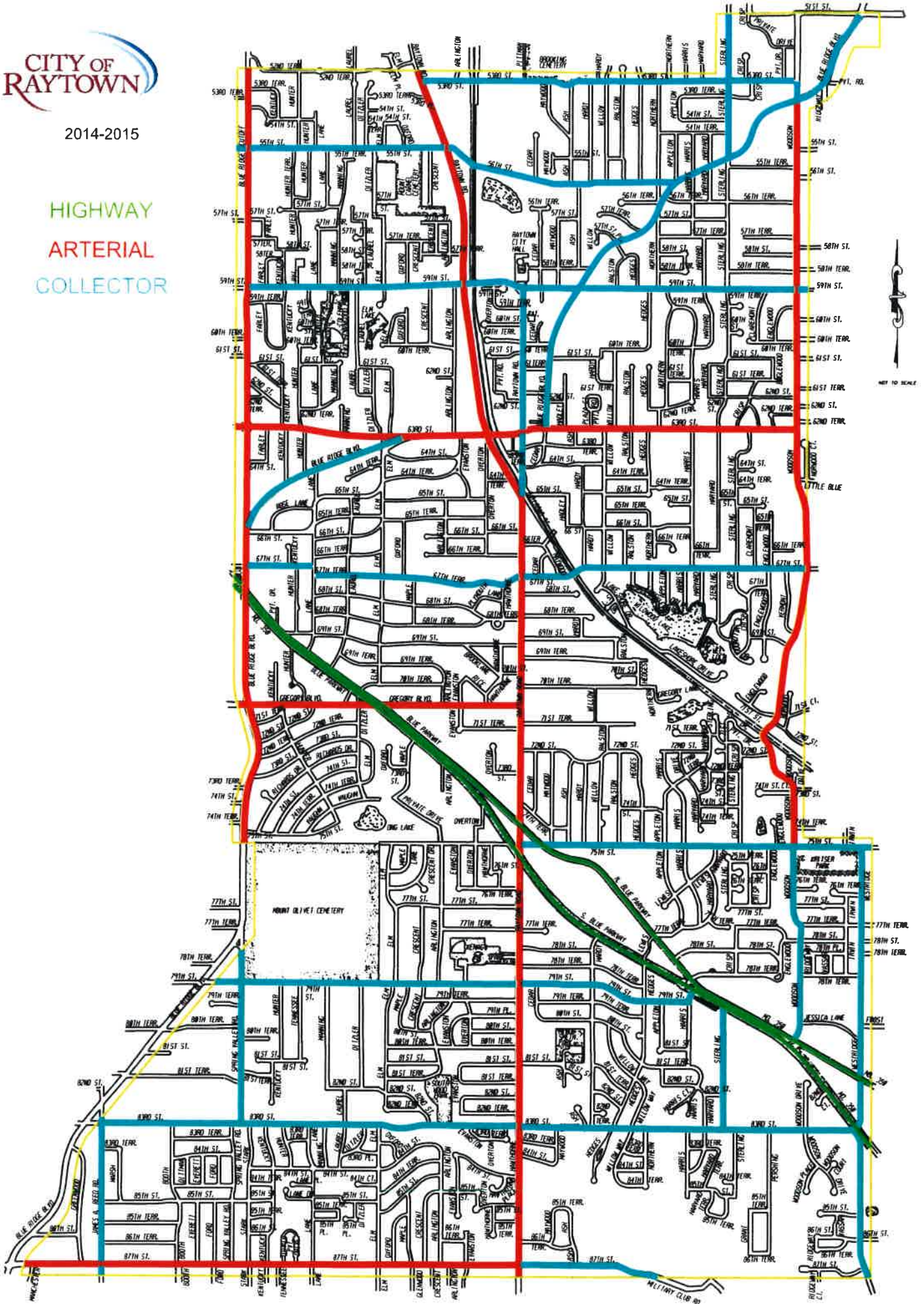
PROJECT NUMBER:

082422



2014-2015

HIGHWAY
ARTERIAL
COLLECTOR



Affidavit of Publication

To: Raytown, City Of, Missouri - City Clerk
10000 E 59Th St
Raytown, MO, 641333915

Re: Legal Notice 2484564, Notice of Public Hearings
State of MO)
County of Jackson) SS:

I, Rose Bryant, 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: 03/16/2023.

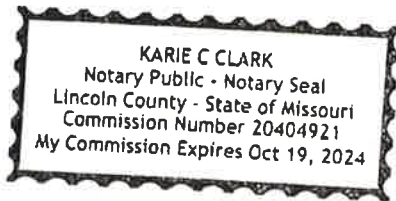
Publishers fee: \$66.67

By: 
Rose Bryant

Sworn to me on this 17th day of
March 2023

By: 

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



Notice of Public Hearings

Affected Property: 5348 Blue Ridge Blvd., Raytown, Missouri

Jackson County Parcel ID # 32-710-08-28-00-0-00-000

A public hearing to consider an application to change the zoning classification on part of a property located at 5348 Blue Ridge Blvd., the entire parcel consisting of 5.29 acres of primarily vacant land with 2 small structures upon it, from R-1, Single Family Residential District, to NC, Neighborhood Commercial District, filed by Nasruddin Bhamani of Raytown, Missouri, will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday, April 6, 2023. The subject parcel is bounded on the north by 53rd Street, the east by Woodson Road, and the south by Blue Ridge Blvd. The complete staff report and agenda for this hearing should be available for view on the City of Raytown website on Friday, March 31, 2023.

The Raytown Board of Aldermen will also hold a public hearing to consider this application for a change of zoning classification, tentatively scheduled for 7:00pm on Tuesday, June 6, 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 comment. Additional information can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6059 or by e-mail at chrisg@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.

2484564 Jackson Mar. 16, 2023

MAILING LIST FOR KEVIN BHAMANI REZONE OF 5348 BLUE RIDGE BLVD. FROM R-1 to NC

OWNER	OWNER ADDRESS	OWNER	OWNER ADDRESS
Debra Kay Pashman	5229 Crisp Ave., Raytown, MO 64133	Shelton Enterprises, LLC	8447 Wilshire Blvd., Suite 204, Beverly Hills, CA 90211
SFR3-050, LLC	228 Park Ave. S Suite 73833, New York, NY 10003	SCP 2006 C23 087, LLC	One CVS Drive, Woonsocket, RI 02895
Mark & Cynthia Weiss	11304 E. 53 rd St., Raytown, MO 64133	Carwash Plaza, LLC	5577 Blue Ridge Blvd., Raytown, MO 64133
Jean Denham	11308 E. 53 rd St., Raytown, MO 64133	Jourdan Michels	5248 Woodson Rd., Raytown, MO 64133
Kelli Padgett	11301 E. 53 rd St., Raytown, MO 64133	The Oasis Church International	4741 Central St. Ste. 522, Kansas City, MO 64112
Joyce McFadden	11302 E. 53 rd Terr., Raytown, MO 64133		
Started on Lee-Jackson County, LLC	7000 Lee's Summit Rd., Kansas City, MO 64136		
Marilyn & Nancy McGough, Trustees	5303 Crisp Ave., Raytown, MO 64133		
Marilyn Layton	5307 Crisp Ave., Raytown, MO 64133		
Egypt Patton	5309 Crisp Ave., Raytown, MO 64133		
Brian Cain	5388 Blue Ridge Blvd., Raytown, MO 64133		
Douglas East	11301 E. 53 rd Terr., Raytown, MO 64133		
Kenneth Moore & Tiffany Moore	5380 Blue Ridge Blvd., Raytown, MO 64133		
Kenneth & Lois Moore	5376 Blue Ridge Blvd., Raytown, MO 64133		
Michael & Brooke Mansell	5403 Blue Ridge Blvd., Raytown, MO 64133		
Jeff & Lori Webb	5357 Blue Ridge Blvd., Raytown, MO 64133		
Robert & Rosemary Hoover	3365 Blue Ridge Blvd., Independence, MO 64052		
Brenda Finlay-Hager & James Hager	5343 Blue Ridge Blvd., Raytown, MO 64133		
Brenda Honeywell	5333 Blue Ridge Blvd., Raytown, MO 64133		
Stephanie Pierce	5323 Blue Ridge Blvd., Raytown, MO 64133		

Raytown, MO



- Legend**
- Road
 - Parcel
 - Address Point
 - City Limit



Notes

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



January 17, 2023

Dear Property Owner/Tenant:

Notice of Neighborhood Meeting and Public Hearings in Your Area

The Raytown Community Development Department is processing an application filed by Nasruddin Bhamani of Raytown, Missouri, requesting the zoning on property located at 5348 Blue Ridge Blvd., consisting of 5.29 acres of primarily vacant property with two small structures and located within the city limits of the City of Raytown, Missouri, be changed from R-1, Single Family Residential District to NC, Neighborhood Commercial District. As a nearby owner or tenant, you are entitled to appear and provide comment at any of the public hearings on this matter or to provide written comment.

The applicant will be holding a neighborhood information meeting at Raytown City Hall at 4:00 PM on Tuesday, January 24, 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, this is a good meeting to attend.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission **at 7:00 PM on Thursday, March 2, 2023.** The full packet and agenda should be available for view on the City of Raytown website on Friday, January 27, 2023.

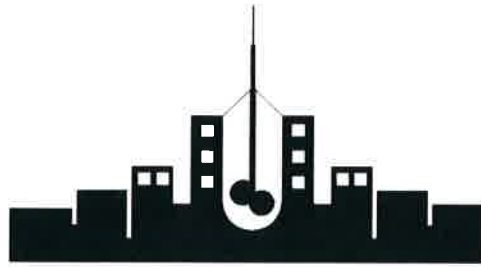
The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for **7:00 PM on Tuesday, April 11, 2023.**

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 comment 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 e-mail at chrisg@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.

DBL ARCHITECTURE + INC



8031 WENONGA ROAD, LEAWOOD, KANSAS 66206 USA
913-383-8928 - O 913-273-1808 - F
www.DBLARCHITECTS.COM DBLARCH@KC.RR.COM

MEETING MINUTES FOR THE NEIGHBORHOOD MEETING 1/24/23 FOR THE PROPOSAL OF A NEW STRIP CENTER WITH CONVENIENCE STORE AND FUELING STATION

Meeting Started at 4:00 in the City Hall Main Chambers

I introduced myself and the team for the project.

I then proceeded to introduce the project to the audience through the use of Renderings of the Building and Site Plans. Some were passed around for a closer look.

After introducing the project and explaining to the audience the design I took questions.

Some comments included why would we build a new structure when many vacancies existed throughout Raytown. It was explained that a new facility would attract tenants versus some of the run-down old facilities.

Other comments were purely negative in that they simply did not want a new building built here. That it should be left as a park.

Some comments were concerned with lights going into their residences from autos. We explained that as the property was lower than the street that the use of berms and landscaping would mitigate this problem.

There was discussion about a signed petition going around to stop this project. Discussion about that went on for quite a while.

Another comment was that they had not received the letter for the meeting and that they had to take off of work to get there. We discussed the fact that only people within 180 feet of the property were required to be notified. We mentioned that there would be another meeting at a later time at a later date.

The Meeting ended around 6:00 pm.

ARCHITECTURE + PLANNING + ENGINEERING + DESIGN-BUILD

Neighborhood Meeting Rezone 5348 Blue Ridge Blvd. R-1 to NC

January 24, 2023
SIGN-IN SHEET

PLEASE PRINT LEGIBLY

Name	Mailing Address (Include City, State & Zip Code)	Daytime Phone #	Evening Phone #	E-Mail Address
Trinity Murphy				
Gus Basson	5728 WOODSON			
Theresa Hay	11313 S. 50 TH ST			
Vera Baslin	10909 E 51 ST AVE			
Don Rubin	" " "			
Chris Ravenser	6913 Lakeshore Dr.			
JIM HARPER	5348 BLUE RIDGE BLVD			
BRENDA FINLAY-HARR	" " "			
Debbie Moore	5376 Blue Ridge Blvd			
Ken Moore	5376 Blue Ridge Blvd	816-510-2472	Same	ITSkenmoore69@gmail.com
Cindy Sweetland	6325 Hedger Ave	816-356-2299	None	CINDYSWEETLAND@SBCGLOBAL.NET
Jeanette Gentry	1102 E 57 TH ST	816-868-8224	N	Jgentry6546@gmail.com
MARK WEISS	11304 E 53	816-582-2453		

March 10, 2023

Dear Property Owner/Tenant:

Notice of Neighborhood Meeting and Public Hearings in Your Area

The Raytown Community Development Department is processing an application filed by Nasruddin Bhamani of Raytown, Missouri, requesting the zoning on a part of the property located at 5348 Blue Ridge Blvd., consisting of 5.29 acres of primarily vacant property with two small structures and located within the city limits of the City of Raytown, Missouri, be changed from R-1, Single Family Residential District to NC, Neighborhood Commercial District. As a nearby owner or tenant, you are entitled to appear and provide comment at any of the public hearings on this matter or to provide written comment.

The applicant will be holding a second neighborhood information meeting at the Raytown Wellness Center, located at 10301 E. 350 Highway, from 6:00 PM to 8:00 PM on Tuesday, March 21, 2023, to which you are invited to discuss the application directly with them. City staff will not be present at this meeting. If you have any concerns or need more information about the application, this is a good meeting to attend.

A public hearing to consider this application is scheduled to be held by the Raytown Planning & Zoning Commission **at 7:00 PM on Thursday, April 6, 2023.** The full packet and agenda should be available for view on the City of Raytown website on Friday, March 31, 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, June 6, 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 comment 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 e-mail at chrisg@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.

MINUTES OF MARCH 21, 2023 NEIGHBORHOOD MEETING ON PROPOSED 5348 BLUE RIDGE BLVD., RAYTOWN SHOPPING CENTER DEVELOPMENT

The meeting was called to Order. Dana Blay, the proposed project architect, had the project renderings on large boards around the room for neighbors to review. D. Blay said the applicant, Ruskin Real Estate Development, LLC, was proposing a newly constructed strip shopping center with several shops, a gas station and a fueling center. Nicole Moore asked if any tenants had signed leases for the shopping center. D. Blay and K. Bhamani said there had been conversations with prospective tenants but no leases would be signed unless the development project was approved.

Zach Mulholland asked what type of tenants were being considered for the shopping center. D. Blay said there would be a coffee shop with a drive-through and a meat market and deli in the Kay-Bee's location. Other tenants in the shopping center might be an insurance agency and a pizza restaurant, as interest from these businesses had been expressed.

There was a discussion about the procedural stages for City approval of the development project: April 6 for the Planning Commission hearing and June for the City Council meeting. Lois Moore, Erin Pennington and Rebekah Pennington expressed concern about the financial viability of a shopping center in the proposed location. They observed that the Dollar General had gone out of business.

Mark Weirs (sp. ?) and Morris Malloy raised concerns about the scope of the rezoning application and what was perceived as a misleading depiction of the effect of a rezoning. The project renderings show commercial use along the highway. However, the rezoning application shows a proposed rezoning of the entire property now owned by Ruskin Real Estate Development, not just the property along the highway. D. Blay said this issue had been previously discussed with the City.

N. Moore stated that the neighbors close to the proposed shopping center were not interested in the proposed commercial use of the property. N. Moore, who indicated she is a real estate agent/broker, stated there are plenty of empty buildings in Raytown where businesses had opened and failed. N. Moore indicated she could show the proposed developer many commercially zoned buildings in Raytown that are vacant and might be available for the proposed developer's use. M. Malloy indicated he had recently checked Ruskin Real Estate Development's rezoning application and the entire property owned by Ruskin Real Estate Development was still included in the rezoning application, not just the portion of property along the highway. D. Blay confirmed that Ruskin Real Estate Development wanted to maintain residential use for

the property depicted as green space in the project renderings.

M. Weirs stated that the letter notifying neighbors of the meeting was dated March 10, 2023, but he did not believe the letters were mailed until March 15, 2023, limiting the time neighbors had to prepare for the March 21, 2023 meeting. M. Weirs said, in his opinion, the same delay in mailing notices for the neighborhood meeting occurred in connection with the initial meeting. Kenneth Moore stated the proposed developer had selected a poor area to develop a business. The CVS had gone out of business. The neighborhood would boycott the stores in the shopping center because the neighbors are unhappy with the proposed development. The neighborhood does not want more traffic, as there is already a problem with speeding and poor road visibility. The neighborhood does not want "bad company" walking through their yards. The proposed development will lower property values in the area and the proposed shopping center will encroach on the neighbors' way of life.

Jeanette Genhay (sp. ?) stated that a high percentage of the neighbors own their own homes. She expressed concern that more residences will be converted to rentals if the proposed shopping center is constructed. Cheryl Wyrick said that water run-off from the proposed shopping center is a concern, as many of the homes in the neighborhood already have issues with wet basements. M. Malloy asked if a Hydrology Study had been completed. It was observed that there are no storm sewers in the area. Brenda Hager stated there are no sidewalks in the area, so walkability of the area (as discussed in the development proposal) is not a possibility.

There was a general discussion of inadequate police responses to the area. One neighbor waited 30 minutes for a police response when someone was pushing the front door into his home. One neighbor reported someone walking through the neighborhood firing a gun into backyards. He said the police were late in arriving and did not arrest the individual. Questions were raised about the date the traffic study for the proposed project was completed, as there are two different dates on the traffic report.

A thoughtful rendering of the Ruskin Real Estate Development property with single family lots for \$350,000 homes was presented as an alternative to the commercial development (attached).

The meeting was adjourned after 7:00 p.m.

Stephanie Hazelton, Legal Counsel for Ruskin Real Estate Development

Neighborhood Meeting Rezone 5348 Blue Ridge Blvd. R-1 to NC

March 21, 2023
SIGN-IN SHEET

PLEASE PRINT LEGIBLY

Name	Mailing Address (include City, State & Zip Code)	Daytime Phone #	Evening Phone #	E-Mail Address
Nicole Moore	Robert Aet 5376 Blue Ridge Blvd. Raytown, Mo 64133	816-510-2772		Itskennoonc69@gmail.com
Kerith Moore	Raytown, Mo 64133			
Bois Moore	Raytown MO 64133			
Ronda Finlay-Hager	Raytown MO 64135			
Lisa Blume	Raytown MO			
Morris Mallory	Raytown, MO			
Cindy Murphy	Raytown, MO			
Cecilia Drake	" "			
Mark Weiss	" "			
Jeanette Gerber	Raytown MO			
Zoe M. Holland	11216 E 57th Tr Raytown Mo			
Ryan Myers	10000 E 59th St			
James Ash	5301 Crisp Ave			
Holt Owens				

Neighborhood Meeting Rezone 5348 Blue Ridge Blvd. R-1 to NC

March 21, 2023
SIGN-IN SHEET

PLEASE PRINT LEGIBLY

Name	Mailing Address (include City, State & Zip Code)	Daytime Phone #	Evening Phone #	E-Mail Address
Beth Kumpua	6221 Blue Ridge Blvd. ^{NO 67137}	84-313-8225	Same	N/A
Dan & Doris Berlin	10909 E 516 Ave			inbri316@me.com
Henry Mynrd	11055 Slater	913-209-9887		penquite@pausesinthe.org
Joan Raffel	5203 Blue Ridge Blvd			klb1@me.com
Stefhana Heath	4600 Madeline Ave 5116 650 Ken Ave 67112	816-253-5676		klb1@me.com
Kevin Blarmani	16347 S. twilight lane Olathe KS 66022	512 905-2356	same	kevinblarmani@gmail.com
Dawn Bray				DBL ARD@kc.rr.com
Rebecca Pennington	11215 E 52nd St			beccal-pennington@yahood.com
ERIC PENNINGTON	11215 E 53RD ST	816-876-7104		
Arcade Moore				Arcade Moore sells more @signature



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

09/01/2022 10:37 AM
COV FEE: \$24.00 2 PGS

INSTRUMENT NUMBER
2022E0081716

WARRANTY DEED

THIS DEED, made effective as of this 23 day AUGUST, 2022,
WITNESSETH, that **CAMA Plan Administrator FBO Donald R. Palumbo IRA (Acct. No: T170112-01)**,
Grantor(s), for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD VALUABLE
CONSIDERATIONS, does by these presents, GRANT, BARGAIN AND SELL, Convey and Confirm unto
Raytown Real Estate Development, LLC, a Missouri limited liability company, whose mailing
address is **16347 S. Twilight Lane, Olathe, KS 66062**, Grantee(s), its successors and assigns, the
following described land situated in **Jackson County, Missouri**:

Tract "A" of the Fannie C. Dehoney Estate, a subdivision in the City of Raytown, Jackson County,
Missouri, Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of
Section 33, Township 49, Range 32; thence South along the East line of said Quarter Quarter
Section, 366 feet to the center of the Blue Ridge Road; thence South 72 degrees 1 minute West
along the center of said road, 453.33 feet; thence North 17 degrees 59 minutes West, 214.75 feet;
thence West 197.62 feet; thence North 313.34 feet to the North line of said Quarter Quarter Section;
thence East 695.02 feet to beginning; said Tract "A" being marked and designated on plat according
to the Commissioners' Report on file in Book 449 at Page 516 in the Recorder's Office at
Independence, Jackson County, Missouri. EXCEPT ALL THAT PART of Tract "A" of FANNIE B.
DEHONEY ESTATE described as follows, to-wit:

Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 33,
Township 49, Range 32; thence South along the East line of said Quarter Quarter of said Section,
366 feet to the center of the Blue Ridge Road; thence South 72 ° 1' West along the center line of said
road, 423.33 feet to the True Point of Beginning; thence North 17° 59' West to a point due East of the
Northeast corner of that part of Tract "B" of FANNIE B. DEHONEY ESTATE, as described in deed
recorded in Book 793 at Page 112, as Document No. 526217, Office of Recorder of Deeds for
Jackson County, Missouri, at Independence, owned by Herschel H. Hinrichs and Frances M.
Hinrichs; thence West to the Northeast corner of said Part of Tract "B" of FANNIE B. DEHONEY
ESTATE as described in Book 793 at Page 112, as Document No. 526217, owned by Herschel H.
Hinrichs and Frances M. Hinrichs; thence South along the East line of said Part of Tract "B", South
17° 59' East, 214.75 feet to the center of Blue Ridge Road; thence North 72° 1' East along the center
of said road 30 feet to the point of beginning; AND EXCEPT that part in roads.

Filed by Chicago Title Company, LLC

Deed (Warranty - Commercial)
MOD1176.doc / Updated: 04.19.18

Page 1

Printed: 08.17.22 @ 12:31 PM by
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WARRANTY DEED
(continued)

Subject to easements, reservations, restrictions, and covenants, if any, of record.

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 said Grantee, and unto its successors and assigns forever; said Grantor does hereby covenant that he/she/they is/are 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 said premises are free and clear from any encumbrance done or suffered by him/her/them or those under whom he/she/they claim(s), and that he/she/they will warrant and defend the title to said premises unto said Grantee unto its successors and assigns forever, against the lawful claims and demand of all persons whomsoever.

IN WITNESS WHEREOF, said Grantor(s) has/have hereunto set his/her/their hand(s) this 17th day of August, 2022.

DRP CAMA Plan Administrator FBO Donald R. Palumbo IRA (Acct. No: T170112-01)

BY: [Signature]
Printed Name DONNA TANIBUEZ
Vice President

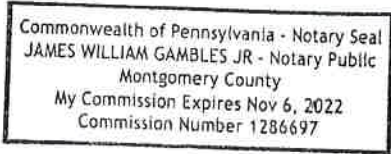
STATE OF PA

COUNTY OF Montgomery

On this 23rd day of August, 2022 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donna Tanibuez, Vice President on behalf of CAMA Plan Administrator FBO Donald R. Palumbo IRA (Acct. No: T170112-01) known to me to be the person(s) who executed the instrument within and who duly acknowledged execution of the same.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

[Signature]
Notary Public
My Commission Expires: 11/6/2022



Filed by Chicago Title Company, LLC



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

09/01/2022 10:37 AM

FEE: \$57.00 13 PGS

INSTRUMENT NUMBER

2022E0081717

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DEED OF TRUST
(With Future Advance Clause)

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is August 31, 2022.
The parties and their addresses are:

GRANTOR:

RAYTOWN REAL ESTATE DEVELOPMENT, LLC
A Missouri Limited Liability Company
16347 S Twilight Lane
Olathe, KS 66062

TRUSTEE:

KATHLENE A POINTS
2015 State Hwy RA
Gravois Mills, MO 65037

GRANTEE (Lender):

PATRIOTS BANK
Organized and existing under the laws of Kansas
840 E MAIN ST
GARDNER, KS 66030

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning:

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, bargain, sell and convey to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

Raytown Real Estate Development, LLC
Missouri Deed Of Trust

Legal on Exhibit A

KS/4XXGMILL/0000000002577062N

Wolters Kluwer Financial Services ©1996, 2022 Bankers.
Systems™

Page 1

See Attached Exhibit "A"

The property is located in Jackson County at 5348 Blue Ridge Blvd, Raytown, Missouri 64133.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$308,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 802312, dated August 31, 2022, from Grantor to Lender, with a loan amount of \$308,000.00 and maturing on August 31, 2042.

B. Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. This Security Instrument secures all future advances to Grantor from Lender or other future obligations of Grantor to Lender, as governed by Mo. Rev. Stat. § 443.055.

C. All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

6. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

7. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Grantor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

9. CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

10. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. TRANSFER OF AN INTEREST IN THE GRANTOR. If Grantor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Grantor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

12. WARRANTIES AND REPRESENTATIONS. Grantor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Grantor is duly organized, and validly existing and in good standing in all jurisdictions in which Grantor operates. Grantor has the power and authority to enter into this transaction and to carry on Grantor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Grantor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Grantor has not changed Grantor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve Grantor's existing name, trade names and franchises.

13. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL.

Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

14. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount

necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

15. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably assigns, grants, bargains and conveys to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. Unless otherwise prohibited or prescribed by state law, Grantor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Grantor agrees that actual possession of the Property is deemed to occur when Lender notifies Grantor of Grantor's default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Grantor the notice of default, Grantor agrees that either Lender or Grantor may immediately notify the tenants and demand that all future Rents be paid directly to Lender. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation,

or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

16. DEFAULT. Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Grantor fails to make a payment when due.

B. Other Events. Anything else happens that causes Lender to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

17. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee will, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey a trustee's deed that conveys all right, title and interest to the Property that was sold to the purchaser(s) at such time and place as Trustee designates. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

To the extent not prohibited by law, Trustee will apply the proceeds of the Property's sale in the following order: to all fees, charges, costs and expenses of exercising the power of sale and the sale; to Lender for all advances made for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon; to the Secured Debts' principal and interest; and paying any surplus as required by law. Lender or its designee may purchase the Property.

Upon any sale of the Property, Trustee will make and deliver a trustee's deed that conveys all right, title and interest to the Property that was sold to the purchaser(s). The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to,

attorneys' fees, court costs, and other legal expenses, as allowed by law. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been

released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

22. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. LEASE OF THE PROPERTY. Trustee hereby leases the Property to Grantor until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Grantor, and every person claiming an interest in or possessing the Property or any part of it, will pay rent during the term of the lease for one cent per month, payable on demand, and without notice or demand will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

24. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

25. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisement and homestead exemption rights relating to the Property.

26. USE OF PROPERTY. Grantor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Grantor becomes aware of such a violation, Grantor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Grantor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Grantor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

27. APPLICABLE LAW. This Security Instrument is governed by the laws of Kansas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

28. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor severally or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

29. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

30. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

31. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

32. AGREEMENT TO ARBITRATE. Lender or Grantor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Grantor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Grantor agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Grantor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Grantor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Grantor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Grantor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of

sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Grantor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Grantor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing.

33. WAIVER OF TRIAL FOR ARBITRATION. Lender and Grantor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Grantor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

34. WAIVER OF JURY TRIAL. If the parties do not opt for arbitration, then all of the parties to this Security Instrument knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Security Instrument or any other documents relating to the Secured Debts or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:

Development
Raytown Real Estate Development, LLC

By *Nasruddin Bhamani* Date *8/31/22*
Nasruddin Bhamani, Member

ACKNOWLEDGMENT.

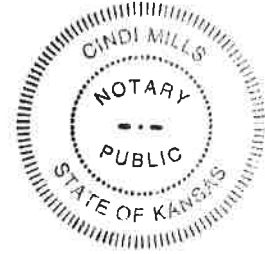
STATE OF KANSAS, COUNTY OF JOHNSON ss.

On this 31st day of August 2022, before me, Cindi Mills, a Notary Public in and for said state, personally appeared Nasruddin Bhamani - Member of Raytown Real Estate ~~Development~~ ^{*Development}, LLC, a Limited Liability Company, known to me to be the person(s) who executed the within instrument in behalf of said Limited Liability Company and acknowledged to me that he/she/they executed the same for the purposes therein stated.

My commission expires:
January 10, 2024

Cindi Mills

(Notary Public)
Cindi Mills



My Appointment Expires 1-10-24

EXHIBIT A

Tract "A" of the Fannie C. Dehoney Estate, a subdivision in the City of Raytown, Jackson County, Missouri, Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 33, Township 49, Range 32; thence South along the East line of said Quarter Quarter Section, 366 feet to the center of the Blue Ridge Road; thence South 72 degrees 1 minute West along the center of said road, 453.33 feet; thence North 17 degrees 59 minutes West, 214.75 feet; thence West 197.62 feet; thence North 313.34 feet to the North line of said Quarter Quarter Section; thence East 695.02 feet to beginning; said Tract "A" being marked and designated on plat according to the Commissioners' Report on file in Book 449 at Page 516 in the Recorder's Office at Independence, Jackson County, Missouri. EXCEPT ALL THAT PART of Tract "A" of FANNIE B. DEHONEY ESTATE described as follows, to-wit: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 33, Township 49, Range 32; thence South along the East line of said Quarter Quarter of said Section, 366 feet to the center of the Blue Ridge Road; thence South 72 ° 1' West along the center line of said road, 423.33 feet to the True Point of Beginning; thence North 17° 59' West to a point due East of the Northeast corner of that part of Tract "B" of FANNIE B. DEHONEY ESTATE, as described in deed recorded in Book 793 at Page 112, as Document No. 526217, Office of Recorder of Deeds for Jackson County, Missouri, at Independence, owned by Herschel H. Hinrichs and Frances M. Hinrichs; thence West to the Northeast corner of said Part of Tract "B" of FANNIE B. DEHONEY ESTATE as described in Book 793 at Page 112, as Document No. 526217, owned by Herschel H. Hinrichs and Frances M. Hinrichs; thence South along the East line of said Part of Tract "B", South 17° 59' East, 214.75 feet to the center of Blue Ridge Road; thence North 72° 1' East along the center of said road 30 feet to the point of beginning; AND EXCEPT that part in roads.

Property Account Summary



Links: Segregation/Merge
Data

Where are my tax
dollars going?

Parcel ID:	32-710-08-28-00-0-00-000	Property Address:	5348 BLUE RIDGE BLVD , RAYTOWN, MO 64133
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General Information

Property Description	FANNIE B DEHONEY ESTATETR A (EX PT DAF: BEG NE COR SE NE SEC 33-49-32 THS 366' TH S 72 DEG W ALG CEN LI OF BLUE RIDGE BLVD423.33' TO TRU POB TH N 17 DEG W 200' TH W 30' TONE COR TR B TH S 17 DEG E 214.75' TO CENT LI RD THN 72 DEG E 30' TO POB)
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	022
Remarks	From Conversion

Property Characteristics

Property Class	2019
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Parties

Role	Percent	Name	Address
Taxpayer	100	RAYTOWN REAL ESTATE DEVELOPMENT LLC	16347 S TWILIGHT LN, OLATHE, KS 66062

Owner	100	RAYTOWN REAL ESTATE DEVELOPMENT LLC	16347 S TWILIGHT LN, OLATHE, KS 66062
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Property Values

Value Type	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019	Tax Year 2018
Market Value Total	210000	210000	203223	203223	176716
Taxable Value Total	65849	65849	63680	63680	55374
Assessed Value Total	65848	65848	63680	63680	55374

Motor Vehicle Account Asset Inventory
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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 Charge Amounts are due for this property. If you believe this is incorrect, please contact a Property Support Specialist.

Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	\$55.05
CITY - RAYTOWN	\$313.25
FIRE DISTRICT - RAYTOWN	\$834.44
JACKSON COUNTY	\$389.82
MENTAL HEALTH	\$73.29
METRO JUNIOR COLLEGE	\$133.54
MID-CONTINENT LIBRARY	\$213.35
RAYTOWN SCHOOL C-II	\$4,161.66
STATE BLIND PENSION	\$19.75

REPLACEMENT TAX

\$934.60

Receipts

Date	Receipt No.	Amount Applied to Parcel	Amount Due for Parcels Selected	Receipt Total	Change
12/27/2022 00:00:00	13466827 (ReceiptDetail.aspx? receiptnumber=13466827)	\$7,128.75	\$7,128.75	\$7,128.75	\$0.00
12/10/2021 00:00:00	12801273 (ReceiptDetail.aspx? receiptnumber=12801273)	\$7,150.28	\$7,150.28	\$7,150.28	\$0.00
12/08/2020 00:00:00	12109596 (ReceiptDetail.aspx? receiptnumber=12109596)	\$6,972.32	\$6,972.32	\$6,972.32	\$0.00
12/03/2019 00:00:00	11509596 (ReceiptDetail.aspx? receiptnumber=11509596)	\$6,939.79	\$6,939.79	\$6,939.79	\$0.00
12/12/2018 00:00:00	11080632 (ReceiptDetail.aspx? receiptnumber=11080632)	\$6,016.38	\$6,016.38	\$6,016.38	\$0.00
12/20/2017 00:00:00	10570924 (ReceiptDetail.aspx? receiptnumber=10570924)	\$5,853.75	\$5,853.75	\$5,853.75	\$0.00
12/16/2016 00:00:00	9989490 (ReceiptDetail.aspx? receiptnumber=9989490)	\$4,669.97	\$4,669.97	\$4,669.97	\$0.00
12/14/2015 00:00:00	9413128 (ReceiptDetail.aspx? receiptnumber=9413128)	\$4,680.40	\$4,680.40	\$4,680.40	\$0.00
12/26/2014 00:00:00	8939022 (ReceiptDetail.aspx? receiptnumber=8939022)	\$4,712.19	\$4,712.19	\$4,712.19	\$0.00
12/19/2013 00:00:00	8318529 (ReceiptDetail.aspx? receiptnumber=8318529)	\$4,714.94	\$4,714.94	\$4,714.94	\$0.00



Public Works Department

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



To: Community Development Dept.
From: Public Works Department
Date: January 26, 2023
Re: Bhamini Center – Traffic Impact Study

The Public Works Department has reviewed the Traffic Impact Study dated 12-23-2022. This study is accepted, with just a few comments:

- The cover sheet has an incorrect date at the top of April 16, 2019.
- Traffic Impact Study page 1, Section 3 states that *"the location for the access point onto Woodson is in the approximate location of an existing access point onto the property. This location is between two access points into the CVS Pharmacy. Ideally the location would align with either drive for CVS. The client has indicated that the proposed drive location is preferred by the City"*.
 - I don't believe the City has received any design drawings that depict how this development plan driveway on Woodson Road will align with or not to the CVS driveway. We agree that ideally this proposed driveway would align with the CVS driveway, unless there is an engineering reason for it to be offset.
- The City accepts the Traffic Impact Study conclusion that states *"intersections within the study area currently operate with a good level of service and will continue to do so with the additional traffic generated by the development. A twenty-year horizon future scenario with modest growth in the background traffic has study intersections performing with acceptable levels of service still. No additional improvements are recommended as a result of this development"*.

Sincerely,

A handwritten signature in blue ink that reads "Jason M. Hanson".

Jason M. Hanson
City Engineer

Bhamini Center

TRAFFIC IMPACT STUDY

April 16, 2019

Prepared For:
DBL Architecture+ Inc.
8031 Wenonga Road
Leawood, KS 66206

Prepared By:
Priority Engineers, Inc.
PO Box 563
Garden City, MO 64747



12-23-22



December 23, 2022

Mr. Dana Blay, CEO
DBL Architecture+Inc.
8031 Wenonga Road
Leawood, KS 66206

RE: 5348 Blue Ridge Boulevard – Raytown, Missouri

Dear Mr. Blay:

In response to your request, Priority Engineers, Inc. has completed a traffic impact analysis for the above referenced project. The purpose of the analysis is to determine the potential traffic impacts associated with this development on the intersections and streets surrounding this site, primarily during the AM and PM peak hours and on Saturdays. The following report documents our analysis and recommendations.

We appreciate the opportunity to work with you on this project. Please contact us with any questions or if you require additional information.

Sincerely,

PRIORITY ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read "Jesse Skinner", is written over a light blue horizontal line.

Jesse Skinner, P.E., PTOE
Senior Transportation Engineer

Priority Engineers, Inc.
PO Box 563
Garden City, MO 64747
816.738.4400

Table of Contents

<u>Section</u>	<u>Page No.</u>
1) INTRODUCTION	1
2) EXISTING CONDITIONS	1
3) PROPOSED DEVELOPMENT	1
4) TRIP GENERATION	2
5) PASS-BY TRIPS	2
6) TRIP DISTRIBUTION AND ASSIGNMENT	3
7) LEVEL OF SERVICE AND VOLUME/CAPACITY ANALYSIS	3
8) FUTURE CONDITIONS	4
9) RECOMMENDATIONS & CONCLUSIONS	11
APPENDIX I	
Project Location	Figure 1
Site Plan	Figure 2
Existing AM Peak Hour Traffic Volumes	Figure 3
Existing PM Peak Hour Traffic Volumes	Figure 4
Existing AM Peak Hour Lane Configurations & Levels of Service	Figure 5
Existing PM Peak Hour Lane Configurations & Levels of Service	Figure 6
Existing + Proposed Development AM Peak Hour Traffic Volumes	Figure 7
Existing + Proposed Development PM Peak Hour Traffic Volumes	Figure 8
Existing + Proposed Development AM Peak Hour Lane Configurations & Levels of Service	Figure 9
Existing + Proposed Development PM Peak Hour Lane Configurations & Levels of Service	Figure 10
Future (2042) AM Peak Hour Traffic Volumes	Figure 11
Future (2042) PM Peak Hour Traffic Volumes	Figure 12
Future (2042) AM Peak Hour Lane Configuration & Levels of Service	Figure 13
Future (2042) PM Peak Hour Lane Configuration & Levels of Service	Figure 14
APPENDIX II	
Peak Hour Traffic Counts	
Synchro Reports	

1) INTRODUCTION

The purpose of this study is to examine the potential traffic impacts associated with the proposed multi-use Bhamini Center development. The site is located at the northwest corner of the intersection of Blue Ridge Boulevard and Woodson Road in Raytown, Missouri.

The study area is shown in Figure 1. The site layout is shown in Figure 2.

2) EXISTING CONDITIONS

The proposed development site currently has a building that was previously used for commercial properties and a detached garage. The site is bordered to the south by Blue Ridge Boulevard. Blue Ridge Boulevard, within the study area, has a three-lane cross section with a Two Way Left Turn Lane (TWLTL). This portion of Blue Ridge Boulevard has curb and gutter and an enclosed drainage system and a posted speed limit of 35 MPH. Blue Ridge Boulevard is classified as a Minor Arterial by the Mid America Regional Council (MARC).

To the east of the proposed development is Woodson Rd. MARC has assigned this roadway a functional classification of Minor Arterial south of Blue Ridge Boulevard and a default classification of Local Road to the north of Blue Ridge Boulevard. North of Blue Ridge Boulevard, Woodson Road has a posted speed limit of 25 MPH and to the south of Blue Ridge Boulevard it has a 35 MPH posted speed limit. The cross section of Woodson Road is two-lanes with curb and gutter on the east side and an open drainage system on the west side.

53rd Street is a two-lane road with curb and gutter on the north side and an open drainage system on the south side. 53rd Street has been assigned a default classification of Local Road by MARC and has a posted speed limit of 25 MPH.

The predominant land use in the vicinity of the proposed development is single family residential. There is a CVS pharmacy located on the east side of Woodson Road from the proposed development and additional commercial activity located northeast of the proposed development.

AM and PM Peak Hour turning movement counts for the intersections of Blue Ridge Boulevard and Woodson Road, Woodson Road at the CVS drive, and Woodson Road and 53rd Street were collected on November 30th and December 1st of this year. The AM Peak Hour was found to be from 7:00 to 8:00 and the PM Peak Hour was found to be from 4:30 to 5:30. The complete traffic counts are shown in Appendix II. The peak hour traffic volumes and existing lane configurations are shown in Figures 3-8.

3) PROPOSED DEVELOPMENT

The proposed development is a multi-use in nature. There will be three anticipated complementary land uses, a convenience station, a fast-food restaurant with drive through and a strip retail plaza. The site will have two full access drives onto Blue Ridge boulevard and a third full access drive onto Woodson Road. The location for the access point onto Woodson is in the approximate location of an existing access point onto the property. This location is located between two access points into the CVS Pharmacy. Ideally the location would align with either drive for CVS. The client has indicated that the proposed drive location is preferred by the City. The proposed access points onto Blue Ridge Boulevard are shifted west of their current locations with the westernmost access point being located close to the property line and the

easternmost access point being limited from being located further to the east by the intersection. The proposed site plan has good throat length on the drives and allows for good internal circulation.

The proposed site plan is shown in Figure 2.

4) TRIP GENERATION

The vehicle trips generated by the proposed development were estimated using the Institute of Transportation Engineers' (ITE) Trip Generation, 11th Edition. The estimated AM and PM peak hour traffic volumes associated with this development are shown in Table 2. The selected land use for the 8,116 SF of retail establishments is, Land Use 822 "Strip Retail Plaza (<40K)". Land Use 945, "Convenience Store/ Gas Station" was used for the 4,970 square foot convenience store. Land Use 934, "Fast-Food with Drive-Through Window" was used for the 1,575 square foot proposed restaurant with a drive through window.

Table 1: Trip Generation								
Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Strip Retail Plaza (<40k)	8,116 SF	572	25	15	10	67	33	34
Fast-Food Restaurant with Drive-Through Window	1,575 SF	739	70	35	35	52	27	25
Convenience Store/Gas Station (VFP 2-8)	4,970 SF	3102	202	101	101	241	120	121
Total		4413	297	151	146	360	180	180

It is important to note that land use 945 has two subcategories available for trip generation: number of fueling positions and the size of the store based. For each subcategory the other option (size or fueling positions) is the independent variable. Using the subcategory shown in the table above is more conservative with 32 percent more trips estimated in the PM peak Hour.

5) PASS-BY TRIPS

Pass-by trips are made as intermediate stops on the way from an origin to a primary trip destination without a route diversion. For this site pass-by trips will be those vehicles already traveling along Blue Ridge Boulevard in the vicinity of the intersection of Blue Ridge Boulevard and Woodson Road. ITE Trip Generation data, it was estimated that the pass-by trips for this site will be 50 percent of Fast-Food Restaurants' trips during the AM Peak Hour and 55 percent of Fast-Food Restaurants' trips during the PM Peak Hour. For land use 945, ITE data indicates that 60 percent of AM Peak Hour and 56 percent of PM Peak Hour trips are pass-by in nature. The Trip Generation volumes were adjusted as shown in Table 2

Table 2: Trip Generation w/ Pass-By Reductions								
Land Use	Intensity	ITE Code	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Strip Retail Plaza (<40k)	8,116 SF	822	25	15	10	67	33	34
Fast-Food Restaurant with Drive-Through Window	1,575 SF	934	70	35	35	52	27	25
			-34	-17	-17	-29	-15	-14
Convenience Store/Gas Station (VFP 2-8)	4,970 SF	945	202	101	101	241	120	121
			-120	-60	-60	-135	-67	-68
Subtotal			297	151	146	360	180	180
Pass-By Trips			-154	-77	-77	-164	-82	-82
Total New Trips			143	74	69	196	98	98

6) TRIP DISTRIBUTION AND ASSIGNMENT

Trips generated by the Bhamini Center Development were distributed based a general analysis of the surrounding area. The trips were distributed onto the existing street system approximately as follows:

- 5 percent to and from the north on Woodson Road
- 15 percent to and from the south on Woodson Road
- 40 percent to and from the east on Blue Ridge Boulevard
- 30 percent to and from the west on Blue Ridge Boulevard
- 10 percent on 53rd Street

For the purpose of accounting for pass by trips, the following distributions, based on existing traffic volumes, were assumed:

AM Peak Hour:

- 44 percent eastbound on Blue Ridge Boulevard
- 56 percent westbound on Blue Ridge Boulevard

PM Peak Hour:

- 60 percent eastbound on Blue Ridge Boulevard
- 40 percent westbound on Blue Ridge Boulevard

7) LEVEL OF SERVICE AND VOLUME/CAPACITY ANALYSES

Capacity analysis was used to quantify the impacts of the increased traffic on the intersections studied. The methodology outlined in the Highway Capacity Manual, 6th Edition, was used as a basis to perform the analysis for this study. Capacity analysis defines the quality of traffic

operation for an intersection using a grading system called Level of Service (LOS). The LOS is defined in terms of average vehicle delay. Levels of service A through F have been established with A representing the best and F the worst.

Table 7: Level of Service Definitions		
Level of Service	Unsignalized Intersection	Signalized Intersection
A	< 10 Seconds	< 10 Seconds
B	< 15 Seconds	< 20 Seconds
C	< 25 Seconds	< 35 Seconds
D	< 35 Seconds	< 55 Seconds
E	< 50 Seconds	< 80 Seconds
F	≥ 50 Seconds	≥ 80 Seconds

The study intersections were evaluated using Synchro based on part on Highway Capacity Manual methods. The analysis reports are included in Appendix II. The signalized intersection of Blue Ridge Boulevard and Woodson Road was analyzed utilizing signal timing inputs provided by the City. Since this signal is currently running “free” without a cycle length, a optimized cycle length was selected for each of the scenarios.

Existing Conditions

The levels of service, lane configuration, and queue lengths for existing conditions are shown in Figures 6-8 in Appendix I.

The signalized intersection of Blue Ridge Boulevard and Woodson Road was found to have an overall Level of Service of B in both Peak hours.

The stop-controlled intersection at the entrance of the pharmacy operates with a level of service A for all movements in all three scenarios with minimal design queueing. The intersection Woodson Road and .53rd Street operated with a level of service B or better for the minor movements which are stop controlled.

Existing + Proposed Development Conditions

The levels of service, lane configuration, and queue lengths for the Existing plus Proposed Development Conditions are shown in Figures 9 and 10 in Appendix I. This scenario assumes the full buildout of the proposed development previously discussed in this study.

The signalized intersection Blue Ridge Boulevard and Woodson Road continues to have an overall Level of Service of B in both Peak hours with good levels of service for individual movement groups.

All stop-controlled study intersections have a level of service C or better for minor movements.

8) FUTURE CONDITIONS

Future traffic volumes were estimated by assuming a 1/2% annual growth rate for twenty years for a total increase of 11%. This growth rate was selected after reviewing the MARC prediction of a population decline within the MARC 2040 data and after factoring in the built-up nature of the vicinity with minimal undeveloped parcels. The Future AM and PM Peak Hour Volumes are

shown in Figures 11 and 12 and the Lane Configurations and Levels of Service are shown in Figures 13 and 14 of Appendix I.

The signalized intersection of Blue Ridge Boulevard and Woodson Road is predicted to continue to operate with an overall level of service C or better in both peak hours.

All stop-controlled study intersections continue to have a level of service C or better for minor movements

9) RECOMMENDATIONS & CONCLUSIONS

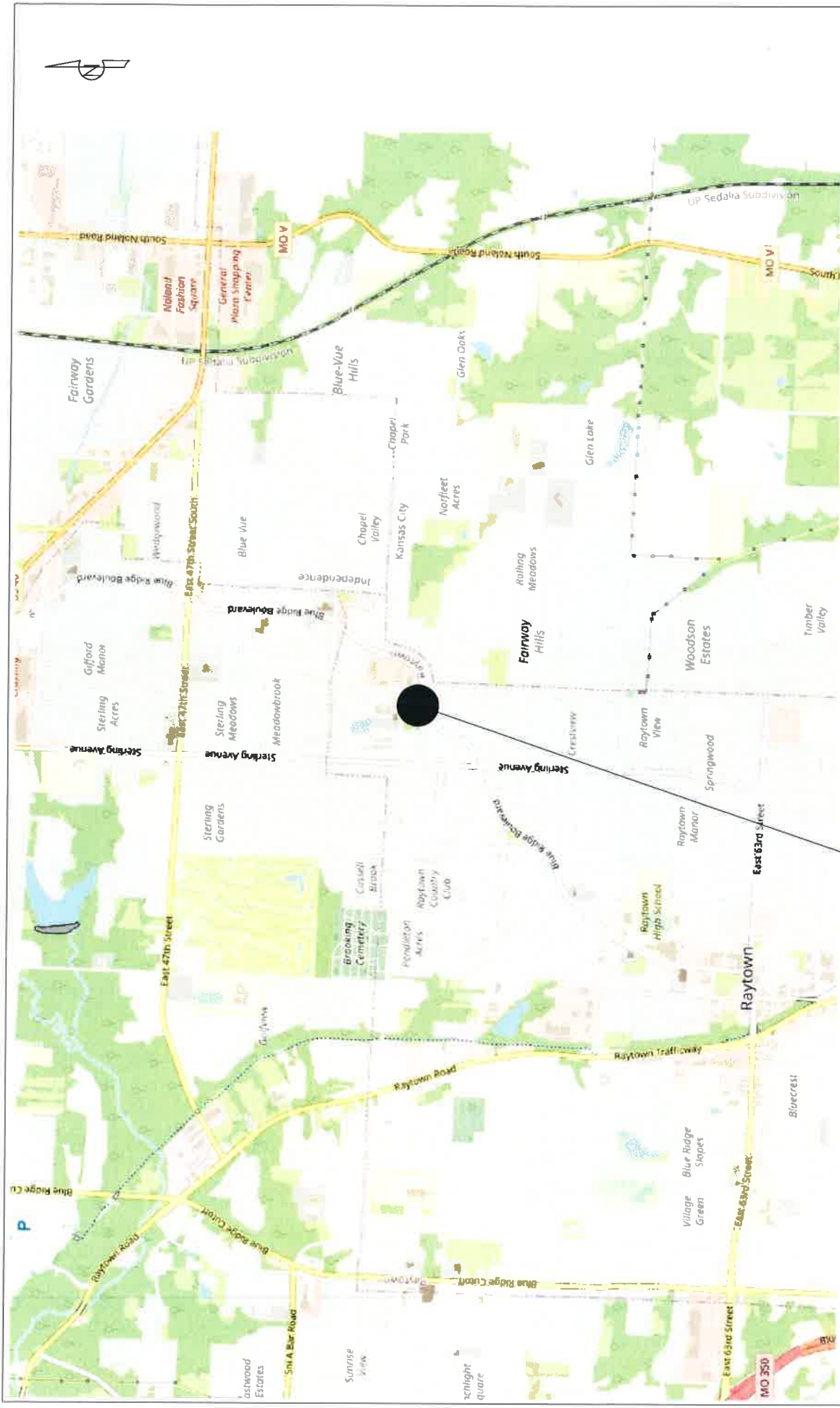
This study documents the impact of the proposed Bhamini Center development on the road network within the study area.

Intersections within the study area currently operate with a good level of service and will continue to do so with the additional traffic generated by the development. A twenty-year horizon future scenario with modest growth in the background traffic has study intersections performing with acceptable levels of service still.

No additional improvements are recommended as a result of this development.

APPENDIX I

Project Location	Figure 1
Site Plan	Figure 2
Existing AM Peak Hour Traffic Volumes	Figure 3
Existing PM Peak Hour Traffic Volumes	Figure 4
Existing AM Peak Hour Lane Configurations & Levels of Service	Figure 5
Existing PM Peak Hour Lane Configurations & Levels of Service	Figure 6
Existing + Proposed Development AM Peak Hour Traffic Volumes	Figure 7
Existing + Proposed Development PM Peak Hour Traffic Volumes	Figure 8
Existing + Proposed Development AM Peak Hour Lane Configurations & Levels of Service	Figure 9
Existing + Proposed Development PM Peak Hour Lane Configurations & Levels of Service	Figure 10
Future (2042) AM Peak Hour Traffic Volumes	Figure 11
Future (2042) PM Peak Hour Traffic Volumes	Figure 12
Future (2042) AM Peak Hour Lane Configuration & Levels of Service	Figure 13
Future (2042) PM Peak Hour Lane Configuration & Levels of Service	Figure 14



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Project Location



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No Scale

Figure 1

Bhamini Center
Raytown, MO

Project Location



S 86° 44'12" E - 669.99' (M)
E 53rd Street

30' SETBACK

PROPERTY TO REMAIN R1

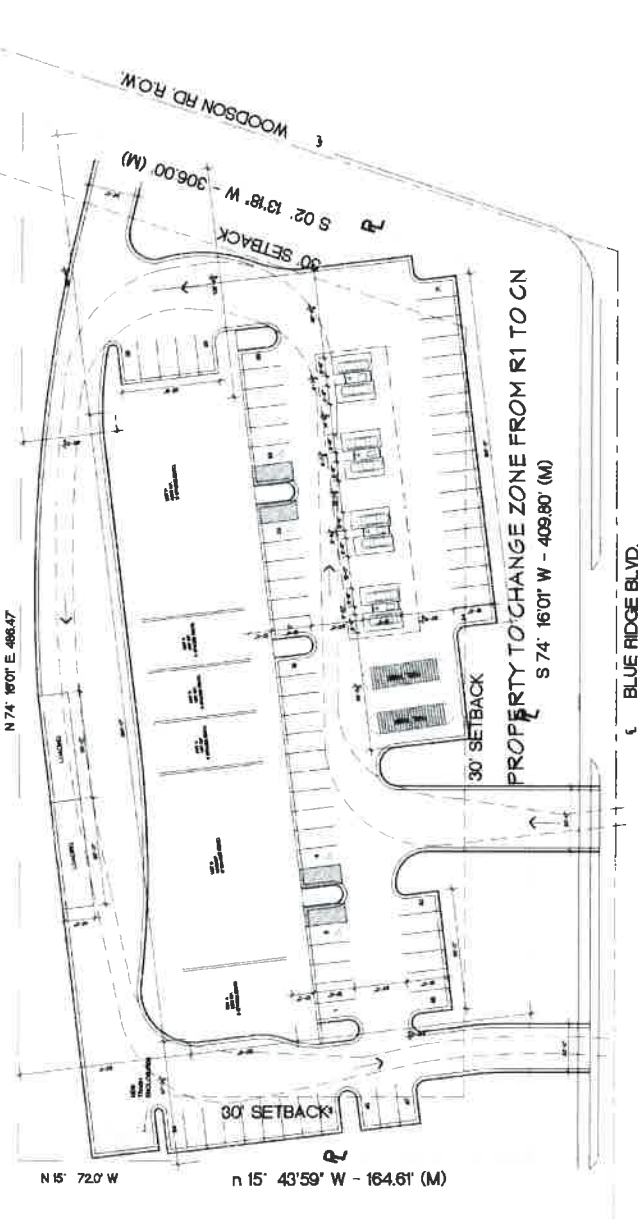
N 02° 13'20" E - 287.80' (M)

N 87° 44'39" W - 229.30' (M)

N 74° 16'01" E - 488.47'

N 15° 72.0' W

n 15° 43'59" W - 164.61' (M)



WOODSON RD. R.O.W.

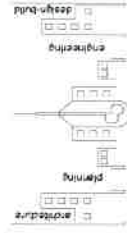
S 02° 13'18" W - 306.00' (M)

30' SETBACK

PROPERTY TO CHANGE ZONE FROM R1 TO CN
S 74° 16'01" W - 409.80' (M)

BLUE RIDGE BLVD.

DBL ARCHITECTURE + INC.



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No Scale

Figure 2

Bhamini Center
Raytown, MO

Site Plan



Woodson Road

CVS North Drive

CVS South Drive

53rd Street

Blue Ridge Blvd

LEGEND

Total Volume

30
28
1

45
6
40

66
2

3
5

22
40
9

26
337
8

16
440
123

7
70
243

103
9

Existing AM Peak Hour
Traffic Volumes

Bhamini Center
Raytown, MO

No Scale

Figure 3



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Woodson Road

CVS North Drive

CVS South Drive

53rd Street

Blue Ridge Blvd

LEGEND

Total Volume

31
28
32

32
40
2

52
8
44

11
72

13
23

38
51

22
50
27

122
228
27

4
34
127

9
339
38



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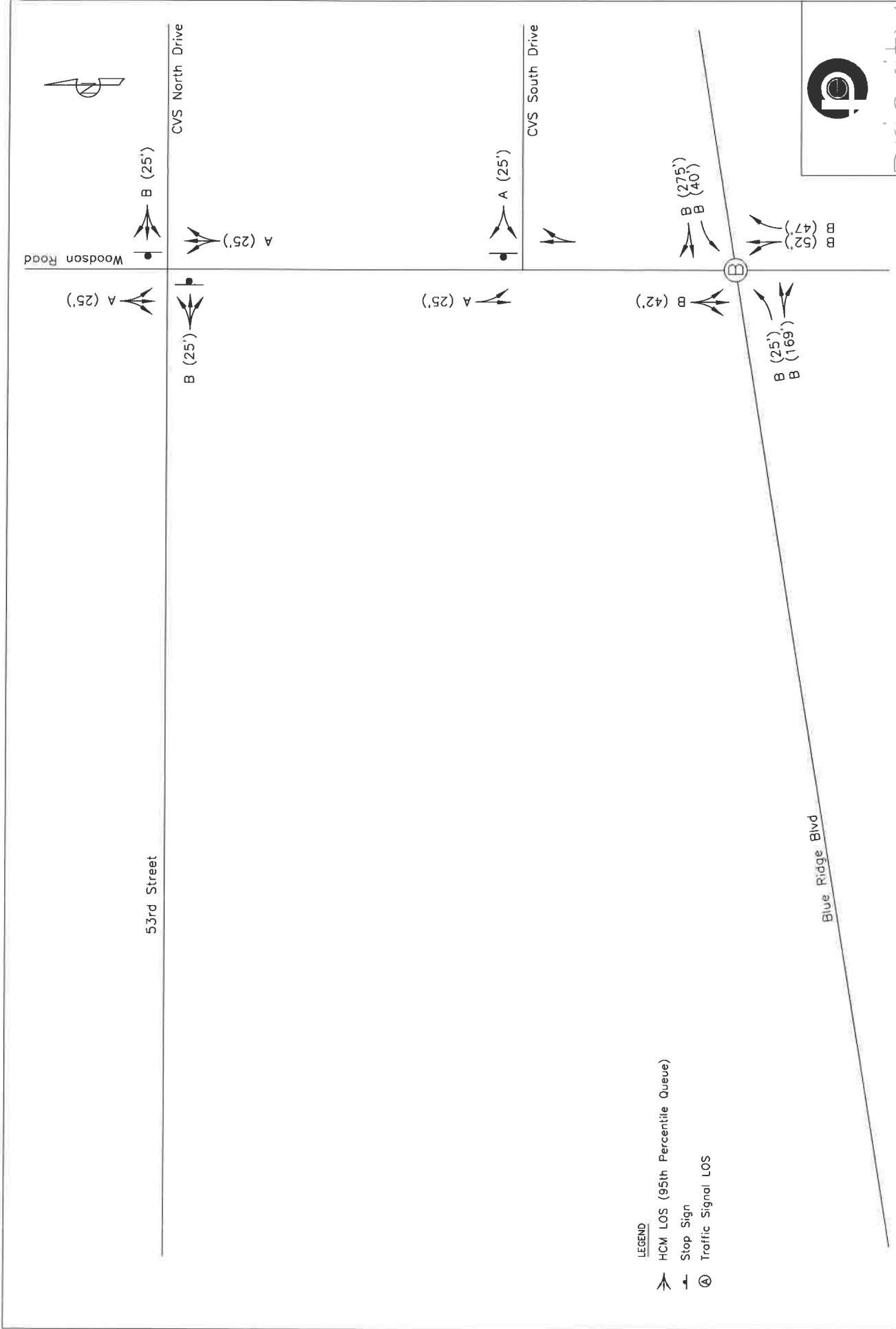
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Figure 4

Bhamini Center
Raytown, MO

Existing PM Peak Hour
Traffic Volumes



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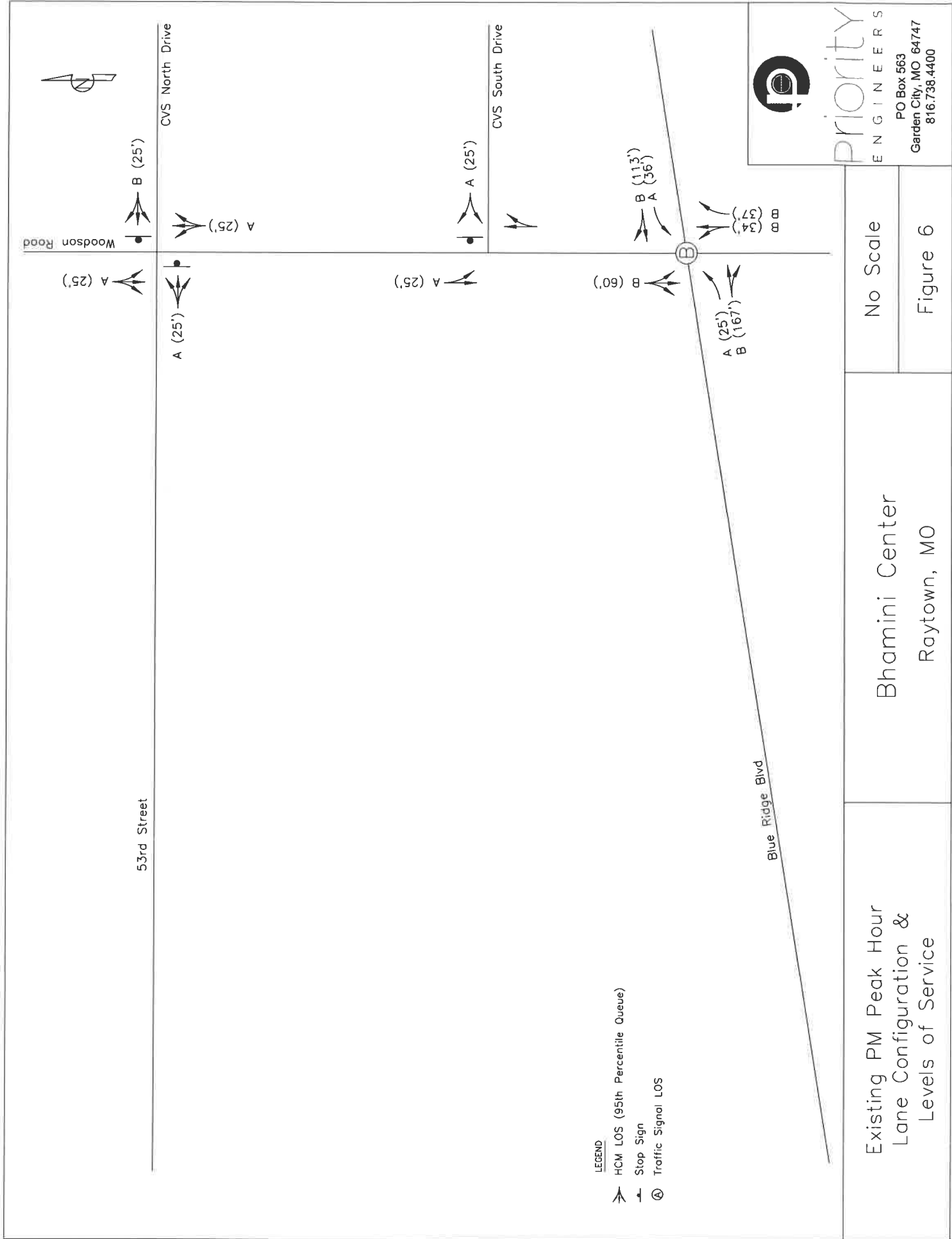
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Figure 5

Bhamini Center
Raytown, MO

Existing AM Peak Hour
Lane Configuration &
Levels of Service



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Figure 6

Bhamini Center
Raytown, MO

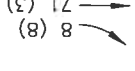
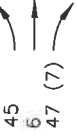
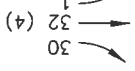
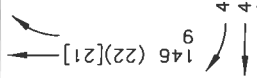
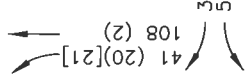
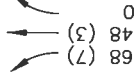
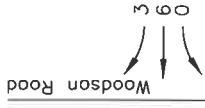
Existing PM Peak Hour
Lane Configuration &
Levels of Service



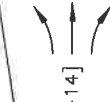
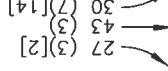
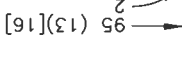
53rd Street

CVS North Drive

CVS South Drive



North Drive

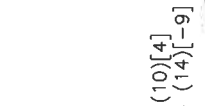
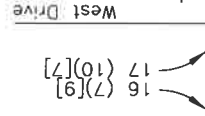


Total Volume

LEGEND



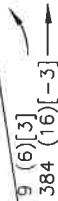
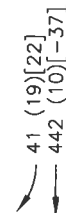
Total Volume (New Trips)[Pass-By Trips]



West Drive

East Drive

Blue Ridge Blvd



Existing + Proposed Development
AM Peak Hour
Traffic Volumes

Bhamini Center
Raytown, MO

No Scale
Figure 7



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Woodson Road

31
33
33
(5)

CVS North Drive

2
45
42
(5)
(10)

44
8
62 (10)
10 (10)
88 (5)

North Drive

12 (12)
36 (14)[22]
113 (19)[22]
11

CVS South Drive

13
23
37 (3)
77 (16)[21]

29 (5)[2]
54 (4)
53 (10)[20]

44 (19)[25]
48 (28)[20]

16 (10)[6]
24 (13)[9]

19 (16)[3]
267 (19)[-6]

57 (17)[40]
369 (18)[-35]

44 (30)[14]
242 (16)[-28]

Blue Ridge Blvd

49 (6)[5]
348 (29)[-20]
20 (11)

11
42 (7)
127

38
101 (19)[21]
48 (5)[16]
246 (34)[-16]
122

53rd Street

LEGEND



Total Volume (New Trips)[Pass-By Trips]



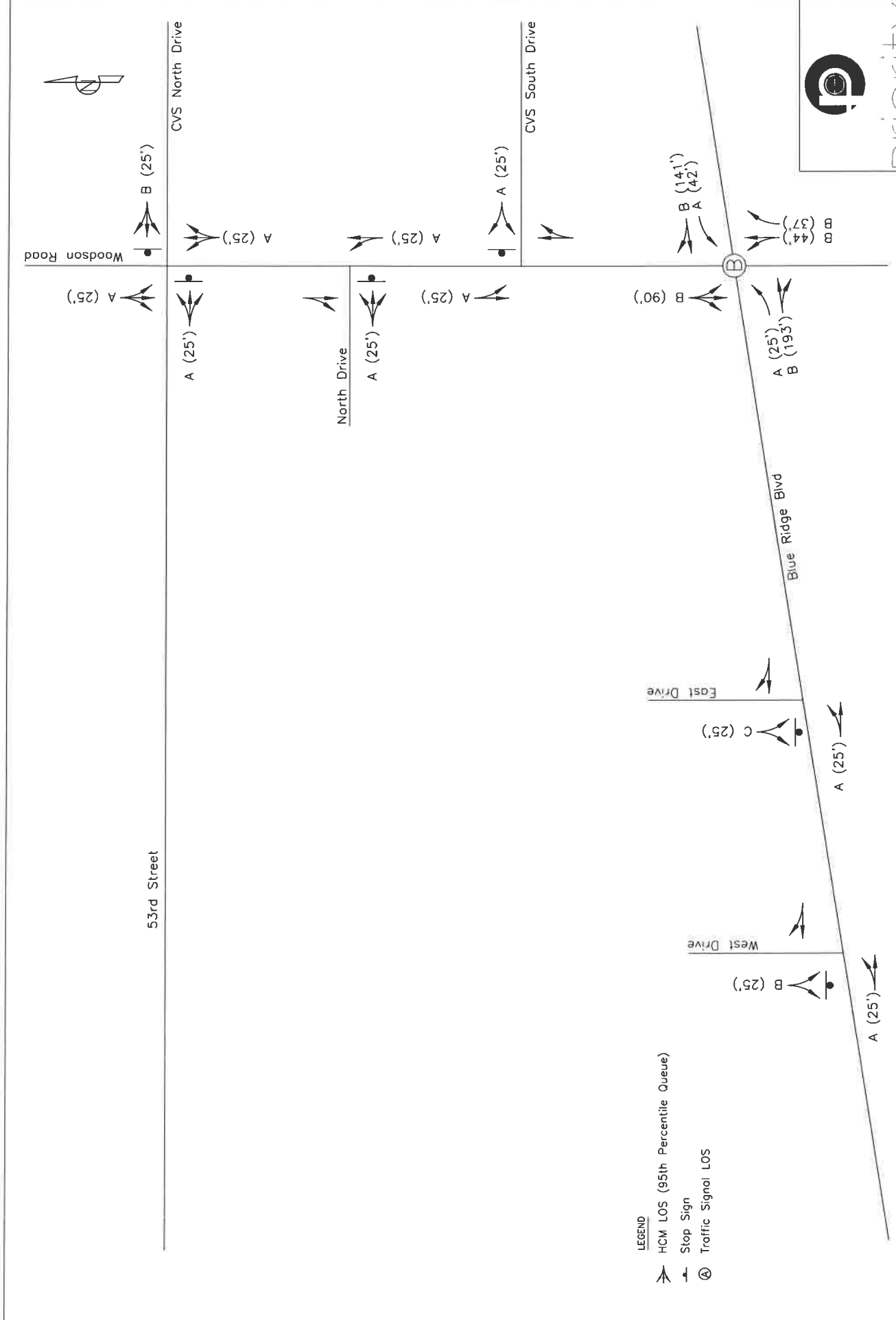
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Existing + Proposed Development
PM Peak Hour
Traffic Volumes

Bhamini Center
Raytown, MO

No Scale
Figure 8




Existing + Proposed Development
 PM Peak Hour
 Lane Configuration &
 Levels of Service

Bhamini Center
 Raytown, MO

No Scale

Figure 10



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Woodson Road

CVS North Drive

CVS South Drive

53rd Street

North Drive

North Drive

East Drive

West Drive

Blue Ridge Blvd

Total Volume

LEGEND

Total Volume (New Trips)[Pass-By Trips]



33 (4)
35 (4)
3

3
7
0

50
7
51 (7)

74 (7)
53 (3)
0

8 (8)
78 (3)

8 (8)
26 (10)[16]
102 (13)[16]

41 (20)[21]
119 (2)

9

29 (3)[2]
47 (3)
31 (7)[14]

157 (22)[21]
10

41 (19)[22]
491 (10)[-37]

46 (14)[32]
33 (20)[13]

16 (7)[9]
17 (10)[7]

40 (7)[4]
379 (21)[-14]
16 (7)

11
84 (8)
268

38 (11)[27]
402 (15)[-23]

9 (6)[3]
423 (16)[-3]

42 (7)[17]
492 (23)[-17]
135

Future (2042)
AM Peak Hour
Traffic Volumes

Bhamini Center
Raytown, MO

No Scale
Figure 11



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Woodson Road

34
36 (5)

53rd Street

CVS North Drive

45 (10)
49 (5)
2

49
9
67 (10)

10 (10)
96 (5)

North Drive

12 (12)
36 (14)[22]
120 (19)[22]
12

84 (3)
37 (16)[21]
14
25

CVS South Drive

107 (19)[21]
42

31 (5)[2]
55 (10)[20]
5

44 (19)[25]
48 (28)[20]

16 (10)[6]
24 (15)[9]

19 (16)[3]
294 (19)[-6]

44 (30)[14]
269 (16)[-28]

51 (5)[16]
271 (34)[-16]
135

52 (6)[5]
384 (29)[-20]
21 (11)

11 (7)
46 (8)
140

13 (9)[4]
442 (20)[-4]

57 (17)[40]
409 (18)[-35]

Blue Ridge Blvd



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LEGEND

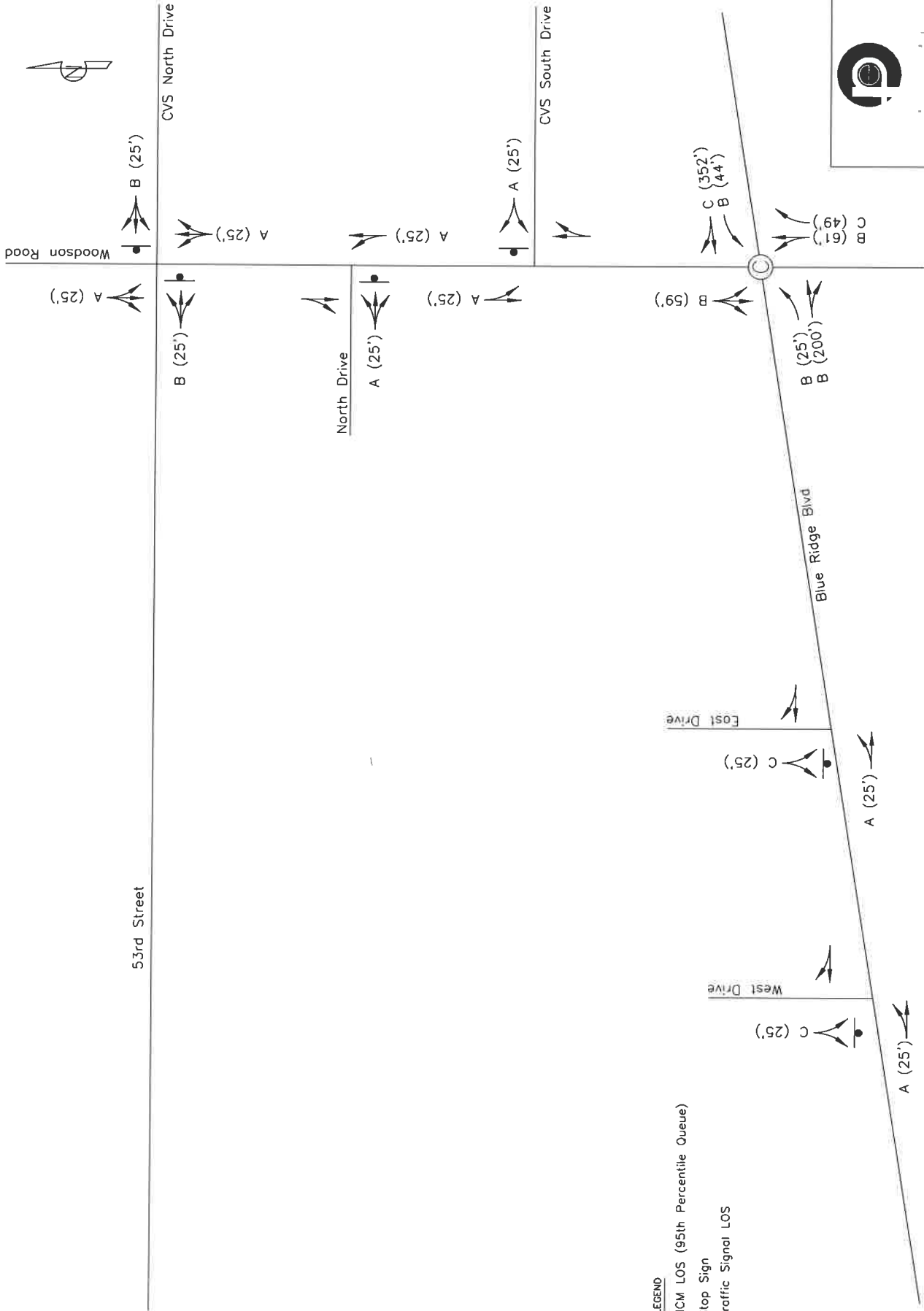


Total Volume (New Trips)[Pass-By Trips]

Future (2042)
PM Peak Hour
Traffic Volumes

Bhamini Center
Raytown, MO

No Scale
Figure 12



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53rd Street

CVS North Drive

CVS South Drive

North Drive

Blue Ridge Blvd

East Drive

West Drive

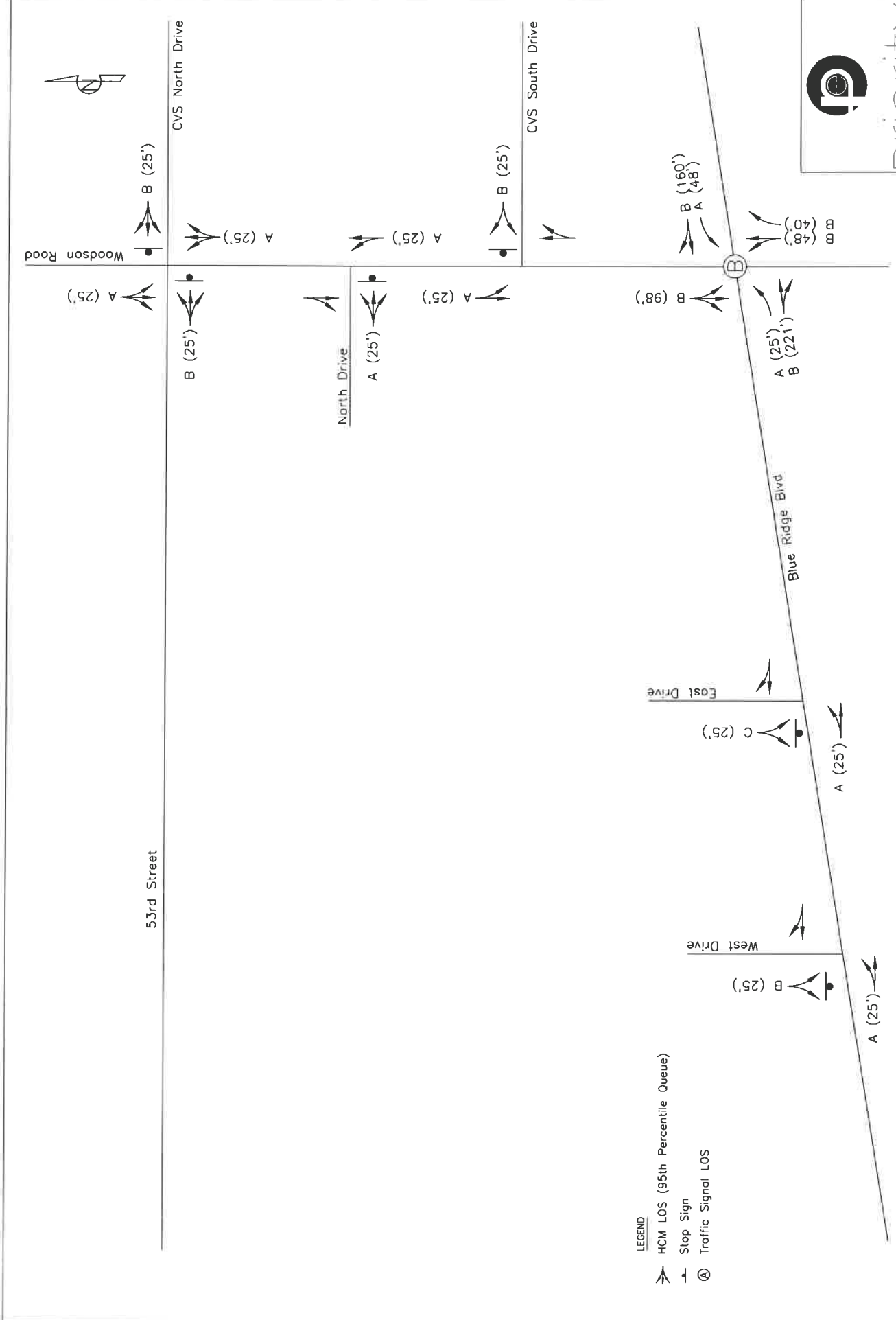
- LEGEND**
- HCM LOS (95th Percentile Queue)
 - Stop Sign
 - Traffic Signal LOS

Future (2042)
AM Peak Hour
Lane Configuration &
Levels of Service

Bhamini Center
Raytown, MO

No Scale

Figure 13



- LEGEND**
- HCM LOS (95th Percentile Queue)
 - Stop Sign
 - Traffic Signal LOS

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Future (2042)
PM Peak Hour
Lane Configuration &
Levels of Service

Bhamini Center
Raytown, MO

No Scale

Figure 14

APPENDIX II

Peak Hour Traffic Counts

Synchro Reports

Existing AM Peak Hour	Pages 1-4
Existing PM Peak Hour	Pages 5-8
Proposed AM Peak Hour	Pages 9-15
Proposed PM Peak Hour	Pages 16-22
Future (2042) AM Peak Hour	Pages 23-29
Future (2042) PM Peak Hour	Pages 30-36

Blue Ridge & Woodson

Start Time	Southbound			Westbound			Northbound			Eastbound			Totals				
	Left	Through	Right	Ped Bike	Left	Through	Right	Ped Bike	Left	Through	Right	Ped Bike		Left	Through	Right	Ped Bike
7:00	0	7	5	0	16	67	2	0	0	9	39	1	2	40	1	188	
7:15	0	5	2	0	12	74	1	0	3	10	27	2	8	51	2	195	
7:30	0	4	0	0	21	70	5	1	0	12	42	2	2	34	0	191	
7:45	5	8	2	2	11	62	1	0	2	13	33	3	3	45	0	187	
8:00	2	5	5	1	21	42	1	0	1	6	20	2	1	42	2	149	
8:15	0	4	4	0	15	40	2	0	0	6	28	5	5	46	2	722	
8:30	2	3	2	0	10	48	3	0	1	8	30	2	2	38	1	679	
8:45	0	4	2	0	17	37	1	0	0	5	24	3	3	41	0	636	
Totals	9	40	22	3	123	440	16	1	0	7	69	243	0	26	337	8	1344
Trucks	1	1	1	3	1%	3	1%	1	33%	1	2	1%	1	3%	5	1%	

761 1018
149 722 983
152 679 927
148 636 875
134 583 784

Woodson & 53rd

Start Time	Southbound			Westbound			Northbound			Eastbound			Totals				
	Left	Through	Right	Ped Bike	Left	Through	Right	Ped Bike	Left	Through	Right	Ped Bike		Left	Through	Right	Ped Bike
7:00	0	7	3	0	0	0	0	0	7	5	0	0	5	0	5	32	
7:15	0	4	4	1	0	0	0	0	11	9	0	0	5	0	4	38	
7:30	0	1	6	0	0	0	0	1	15	0	0	0	8	0	3	34	
7:45	0	3	5	1	1	1	1	0	10	8	0	0	7	0	11	46	
8:00	0	5	7	0	0	0	0	0	4	3	0	0	11	3	6	40	
8:15	0	3	3	0	0	0	0	0	4	9	0	0	4	2	3	28	
8:30	1	1	1	2	1	0	0	0	7	4	1	1	1	1	6	26	
8:45	0	4	1	2	0	0	0	0	3	7	0	0	4	0	2	23	
Totals	1	28	30	0	0	6	3	1	0	61	45	0	1	0	45	6	267
Trucks	1	4%	1	17%	1	2%	1	3%	1	1	3%	1	1	3%	1	1	

150 158 148 140 140 23 117

Woodson & CVS

Start Time	Southbound			Westbound			Northbound			Eastbound			Totals				
	Left	Through	Right	Ped Bike	Left	Through	Right	Ped Bike	Left	Through	Right	Ped Bike		Left	Through	Right	Ped Bike
7:00	0	12	0	0	0	0	0	0	0	12	0	0	0	0	0	0	24
7:15	1	7	0	0	0	0	0	0	20	0	0	0	20	0	0	0	28
7:30	0	4	0	0	0	0	0	1	15	2	2	2	15	2	2	0	22
7:45	0	14	0	1	0	0	0	0	17	1	1	1	17	1	1	0	33
8:00	0	11	0	1	0	0	0	0	7	1	1	1	7	1	1	0	20
8:15	0	6	0	2	1	0	0	0	15	1	1	1	15	1	1	0	25
8:30	1	6	0	1	1	0	0	0	10	2	2	2	10	2	2	0	21
8:45	0	6	0	0	1	0	0	0	9	2	2	2	9	2	2	0	18
Totals	2	66	0	0	5	0	3	1	0	0	105	9	0	0	0	0	191
Trucks	2	3%	1	1	1%	1	1%	1	1	105	1	9	0	0	0	0	0

107 103 100 99 84

3: Woodson Road & Blue Ridge Blvd

Existing AM Peak Hour



Lane Group	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	28	375	134	495	84	264	77
v/c Ratio	0.06	0.58	0.25	0.57	0.20	0.47	0.19
Control Delay	4.7	17.2	5.8	13.4	20.3	6.6	15.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	4.7	17.2	5.8	13.4	20.3	6.6	15.7
Queue Length 50th (ft)	3	88	14	65	19	0	12
Queue Length 95th (ft)	10	164	34	222	61	53	48
Internal Link Dist (ft)		582		344	229		99
Turn Bay Length (ft)	120		100			100	
Base Capacity (vph)	539	1188	550	1187	1105	1079	1050
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.05	0.32	0.24	0.42	0.08	0.24	0.07
Intersection Summary							

3: Woodson Road & Blue Ridge Blvd

Existing AM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	26	337	8	123	440	16	7	70	243	9	40	22
Future Volume (veh/h)	26	337	8	123	440	16	7	70	243	9	40	22
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1870	1870	1870	1870	1870	1693	1870	1870	1870	1856	1826
Adj Flow Rate, veh/h	28	366	9	134	478	17	8	76	264	10	43	24
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	2	2	2	2	2	14	2	2	2	3	5
Cap, veh/h	369	506	12	502	652	23	107	420	373	116	254	124
Arrive On Green	0.05	0.28	0.28	0.13	0.36	0.36	0.24	0.24	0.24	0.24	0.24	0.24
Sat Flow, veh/h	1753	1818	45	1781	1795	64	60	1786	1585	83	1082	528
Grp Volume(v), veh/h	28	0	375	134	0	495	84	0	264	77	0	0
Grp Sat Flow(s),veh/h/ln	1753	0	1862	1781	0	1859	1846	0	1585	1694	0	0
Q Serve(g_s), s	0.5	0.0	7.7	2.0	0.0	9.8	0.0	0.0	6.5	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.5	0.0	7.7	2.0	0.0	9.8	1.5	0.0	6.5	1.5	0.0	0.0
Prop In Lane	1.00		0.02	1.00		0.03	0.10		1.00	0.13		0.31
Lane Grp Cap(c), veh/h	369	0	519	502	0	676	527	0	373	495	0	0
V/C Ratio(X)	0.08	0.00	0.72	0.27	0.00	0.73	0.16	0.00	0.71	0.16	0.00	0.00
Avail Cap(c_a), veh/h	620	0	1278	605	0	1276	1298	0	1051	1179	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	10.2	0.0	13.8	8.5	0.0	11.7	12.9	0.0	14.8	12.9	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	1.9	0.3	0.0	1.6	0.1	0.0	2.5	0.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	2.8	0.6	0.0	3.2	0.5	0.0	2.1	0.5	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.3	0.0	15.7	8.8	0.0	13.2	13.1	0.0	17.3	13.1	0.0	0.0
LnGrp LOS	B	A	B	A	A	B	B	A	B	B	A	A
Approach Vol, veh/h		403			629			348			77	
Approach Delay, s/veh		15.3			12.3			16.3			13.1	
Approach LOS		B			B			B			B	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.0	20.4		14.9	10.5	16.8		14.9				
Change Period (Y+Rc), s	5.0	5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s	8.0	29.0		28.0	8.0	29.0		28.0				
Max Q Clear Time (g_c+I1), s	2.5	11.8		3.5	4.0	9.7		8.5				
Green Ext Time (p_c), s	0.0	2.8		0.4	0.1	2.1		1.3				

Intersection Summary

HCM 6th Ctrl Delay	14.1
HCM 6th LOS	B

Intersection

Int Delay, s/veh 5.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	45	6	40	0	6	3	61	45	0	1	28	30
Future Vol, veh/h	45	6	40	0	6	3	61	45	0	1	28	30
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	3	2	17	2	2	2	2	2	4	2
Mvmt Flow	49	7	43	0	7	3	66	49	0	1	30	33

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	235	230	47	255	246	49	63	0	0	49	0	0
Stage 1	49	49	-	181	181	-	-	-	-	-	-	-
Stage 2	186	181	-	74	65	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.23	7.12	6.67	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.67	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.67	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.327	3.518	4.153	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	720	670	1019	698	631	1020	1540	-	-	1558	-	-
Stage 1	964	854	-	821	722	-	-	-	-	-	-	-
Stage 2	816	750	-	935	812	-	-	-	-	-	-	-
Platoon blocked, %												
Mov Cap-1 Maneuver	688	640	1019	640	603	1020	1540	-	-	1558	-	-
Mov Cap-2 Maneuver	688	640	-	640	603	-	-	-	-	-	-	-
Stage 1	922	853	-	785	690	-	-	-	-	-	-	-
Stage 2	770	717	-	887	811	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.1	10.2	4.3	0.1
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1540	-	-	798	698	1558	-
HCM Lane V/C Ratio	0.043	-	-	0.124	0.014	0.001	-
HCM Control Delay (s)	7.4	0	-	10.1	10.2	7.3	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0.4	0	0	-

Intersection

Int Delay, s/veh 0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		T			T
Traffic Vol, veh/h	5	3	103	9	2	66
Future Vol, veh/h	5	3	103	9	2	66
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	3
Mvmt Flow	5	3	112	10	2	72

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	193	117	0	0	122
Stage 1	117	-	-	-	-
Stage 2	76	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	796	935	-	-	1465
Stage 1	908	-	-	-	-
Stage 2	947	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	795	935	-	-	1465
Mov Cap-2 Maneuver	795	-	-	-	-
Stage 1	908	-	-	-	-
Stage 2	946	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.3	0	0.2
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	842	1465
HCM Lane V/C Ratio	-	-	0.01	0.001
HCM Control Delay (s)	-	-	9.3	7.5
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

3: Woodson Road & Blue Ridge Blvd




















Existing PM Peak Hour



Lane Group	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	41	378	133	277	41	138	103
v/c Ratio	0.06	0.44	0.21	0.26	0.10	0.29	0.26
Control Delay	4.8	15.2	5.5	9.8	17.7	6.3	16.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	4.8	15.2	5.5	9.8	17.7	6.3	16.5
Queue Length 50th (ft)	4	89	14	31	9	0	19
Queue Length 95th (ft)	13	163	32	110	33	37	59
Internal Link Dist (ft)		582		344	229		99
Turn Bay Length (ft)	120		100			100	
Base Capacity (vph)	727	1233	644	1220	1148	1064	1049
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.06	0.31	0.21	0.23	0.04	0.13	0.10
Intersection Summary							

3: Woodson Road & Blue Ridge Blvd

Existing PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	38	339	9	122	228	27	4	34	127	23	50	22
Future Volume (veh/h)	38	339	9	122	228	27	4	34	127	23	50	22
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1870	1870	1870	1870	1870	1870	1870	1870	1841	1870	1870
Adj Flow Rate, veh/h	41	368	10	133	248	29	4	37	138	25	54	24
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	3	2	2	2	2	2	2	2	2	4	2	2
Cap, veh/h	539	509	14	504	574	67	106	412	364	154	250	90
Arrive On Green	0.06	0.28	0.28	0.13	0.35	0.35	0.23	0.23	0.23	0.23	0.23	0.23
Sat Flow, veh/h	1767	1812	49	1781	1644	192	53	1796	1585	207	1087	393
Grp Volume(v), veh/h	41	0	378	133	0	277	41	0	138	103	0	0
Grp Sat Flow(s),veh/h/ln	1767	0	1861	1781	0	1836	1848	0	1585	1687	0	0
Q Serve(g_s), s	0.7	0.0	7.7	2.0	0.0	4.8	0.0	0.0	3.1	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.7	0.0	7.7	2.0	0.0	4.8	0.7	0.0	3.1	2.0	0.0	0.0
Prop In Lane	1.00		0.03	1.00		0.10	0.10		1.00	0.24		0.23
Lane Grp Cap(c), veh/h	539	0	523	504	0	641	519	0	364	494	0	0
V/C Ratio(X)	0.08	0.00	0.72	0.26	0.00	0.43	0.08	0.00	0.38	0.21	0.00	0.00
Avail Cap(c_a), veh/h	764	0	1288	610	0	1270	1307	0	1059	1192	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	9.3	0.0	13.6	8.6	0.0	10.5	12.7	0.0	13.6	13.2	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	1.9	0.3	0.0	0.5	0.1	0.0	0.7	0.2	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	2.8	0.6	0.0	1.5	0.3	0.0	0.9	0.7	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	9.3	0.0	15.5	8.9	0.0	10.9	12.8	0.0	14.3	13.4	0.0	0.0
LnGrp LOS	A	A	B	A	A	B	B	A	B	B	A	A
Approach Vol, veh/h		419			410			179			103	
Approach Delay, s/veh		14.9			10.3			13.9			13.4	
Approach LOS		B			B			B			B	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.7	19.6		14.6	10.5	16.8		14.6				
Change Period (Y+Rc), s	5.0	5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s	8.0	29.0		28.0	8.0	29.0		28.0				
Max Q Clear Time (g_c+I1), s	2.7	6.8		4.0	4.0	9.7		5.1				
Green Ext Time (p_c), s	0.0	1.5		0.5	0.1	2.1		0.6				
Intersection Summary												
HCM 6th Ctrl Delay			12.9									
HCM 6th LOS			B									

Intersection

Int Delay, s/veh 5.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	44	8	52	3	5	1	32	40	2	3	28	31
Future Vol, veh/h	44	8	52	3	5	1	32	40	2	3	28	31
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	48	9	57	3	5	1	35	43	2	3	30	34

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	170	168	47	200	184	44	64	0	0	45	0	0
Stage 1	53	53	-	114	114	-	-	-	-	-	-	-
Stage 2	117	115	-	86	70	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	794	725	1022	759	710	1026	1538	-	-	1563	-	-
Stage 1	960	851	-	891	801	-	-	-	-	-	-	-
Stage 2	888	800	-	922	837	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	773	707	1022	697	692	1026	1538	-	-	1563	-	-
Mov Cap-2 Maneuver	773	707	-	697	692	-	-	-	-	-	-	-
Stage 1	938	849	-	871	783	-	-	-	-	-	-	-
Stage 2	861	782	-	860	835	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	9.7		10.1		3.2		0.4	
HCM LOS	A		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1538	-	-	873	720	1563	-	-
HCM Lane V/C Ratio	0.023	-	-	0.129	0.014	0.002	-	-
HCM Control Delay (s)	7.4	0	-	9.7	10.1	7.3	0	-
HCM Lane LOS	A	A	-	A	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.4	0	0	-	-

Intersection

Int Delay, s/veh 1.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		T			T
Traffic Vol, veh/h	23	13	61	38	11	72
Future Vol, veh/h	23	13	61	38	11	72
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	4	2	2	2	2	3
Mvmt Flow	25	14	66	41	12	78








Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	189	87	0	0	107
Stage 1	87	-	-	-	-
Stage 2	102	-	-	-	-
Critical Hdwy	6.44	6.22	-	-	4.12
Critical Hdwy Stg 1	5.44	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-
Follow-up Hdwy	3.536	3.318	-	-	2.218
Pot Cap-1 Maneuver	796	971	-	-	1484
Stage 1	931	-	-	-	-
Stage 2	917	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	790	971	-	-	1484
Mov Cap-2 Maneuver	790	-	-	-	-
Stage 1	931	-	-	-	-
Stage 2	910	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.5	0	1
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	847	1484
HCM Lane V/C Ratio	-	-	0.046	0.008
HCM Control Delay (s)	-	-	9.5	7.4
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0





















3: Woodson Road & Blue Ridge Blvd

Existing + Proposed Development AM Peak Hour

							
Lane Group	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	40	390	134	528	96	264	109
v/c Ratio	0.08	0.57	0.25	0.61	0.24	0.47	0.29
Control Delay	4.7	16.2	5.8	13.8	21.2	6.7	18.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	4.7	16.2	5.8	13.8	21.2	6.7	18.4
Queue Length 50th (ft)	4	88	14	71	22	0	19
Queue Length 95th (ft)	13	164	34	240	70	54	68
Internal Link Dist (ft)		211		344	229		99
Turn Bay Length (ft)	120		100			100	
Base Capacity (vph)	492	1220	529	1213	1089	1074	974
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.08	0.32	0.25	0.44	0.09	0.25	0.11
Intersection Summary							

3: Woodson Road & Blue Ridge Blvd

Existing + Proposed Development AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	37	344	15	123	446	40	10	78	243	30	43	27
Future Volume (veh/h)	37	344	15	123	446	40	10	78	243	30	43	27
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1870	1870	1870	1870	1870	1752	1870	1870	1870	1856	1841
Adj Flow Rate, veh/h	40	374	16	134	485	43	11	85	264	33	47	29
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	3	2	2	2	2	2	10	2	2	2	3	4
Cap, veh/h	372	538	23	508	624	55	109	402	363	168	201	95
Arrive On Green	0.06	0.30	0.30	0.13	0.37	0.37	0.23	0.23	0.23	0.23	0.23	0.23
Sat Flow, veh/h	1767	1780	76	1781	1693	150	79	1758	1585	268	879	416
Grp Volume(v), veh/h	40	0	390	134	0	528	96	0	264	109	0	0
Grp Sat Flow(s),veh/h/ln	1767	0	1857	1781	0	1843	1838	0	1585	1563	0	0
Q Serve(g_s), s	0.6	0.0	8.2	2.0	0.0	11.1	0.0	0.0	6.8	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.6	0.0	8.2	2.0	0.0	11.1	1.8	0.0	6.8	2.2	0.0	0.0
Prop In Lane	1.00		0.04	1.00		0.08	0.11		1.00	0.30		0.27
Lane Grp Cap(c), veh/h	372	0	561	508	0	680	512	0	363	464	0	0
V/C Ratio(X)	0.11	0.00	0.70	0.26	0.00	0.78	0.19	0.00	0.73	0.23	0.00	0.00
Avail Cap(c_a), veh/h	545	0	1266	563	0	1257	1240	0	1009	1049	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	9.9	0.0	13.6	8.6	0.0	12.3	13.8	0.0	15.7	13.9	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	1.6	0.3	0.0	2.0	0.2	0.0	2.8	0.3	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	2.9	0.6	0.0	3.8	0.7	0.0	2.3	0.8	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.0	0.0	15.1	8.9	0.0	14.2	14.0	0.0	18.5	14.2	0.0	0.0
LnGrp LOS	B	A	B	A	A	B	B	A	B	B	A	A
Approach Vol, veh/h		430			662			360			109	
Approach Delay, s/veh		14.7			13.2			17.3			14.2	
Approach LOS		B			B			B			B	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.7	21.2		15.1	10.6	18.3		15.1				
Change Period (Y+Rc), s	5.0	5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s	7.0	30.0		28.0	7.0	30.0		28.0				
Max Q Clear Time (g_c+I1), s	2.6	13.1		4.2	4.0	10.2		8.8				
Green Ext Time (p_c), s	0.0	3.1		0.6	0.1	2.2		1.3				

Intersection Summary

HCM 6th Ctrl Delay	14.6
HCM 6th LOS	B

Intersection

Int Delay, s/veh 5.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	45	6	47	0	6	3	68	48	0	1	32	30
Future Vol, veh/h	45	6	47	0	6	3	68	48	0	1	32	30
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	3	2	17	2	2	2	2	2	4	2
Mvmt Flow	49	7	51	0	7	3	74	52	0	1	35	33

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	259	254	52	283	270	52	68	0	0	52	0	0
Stage 1	54	54	-	200	200	-	-	-	-	-	-	-
Stage 2	205	200	-	83	70	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.23	7.12	6.67	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.67	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.67	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.327	3.518	4.153	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	694	650	1013	669	612	1016	1533	-	-	1554	-	-
Stage 1	958	850	-	802	708	-	-	-	-	-	-	-
Stage 2	797	736	-	925	808	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	659	617	1013	605	581	1016	1533	-	-	1554	-	-
Mov Cap-2 Maneuver	659	617	-	605	581	-	-	-	-	-	-	-
Stage 1	910	849	-	762	673	-	-	-	-	-	-	-
Stage 2	747	699	-	871	807	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.3	10.4	4.4	0.1
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1533	-	-	788	678	1554	-
HCM Lane V/C Ratio	0.048	-	-	0.135	0.014	0.001	-
HCM Control Delay (s)	7.5	0	-	10.3	10.4	7.3	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0.5	0	0	-

8: Woodson Road & CVS South Drive

Existing + Proposed Development AM Peak Hour

Intersection						
Int Delay, s/veh	0.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		T			T
Traffic Vol, veh/h	5	3	146	9	2	95
Future Vol, veh/h	5	3	146	9	2	95
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	3	159	10	2	103

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	271	164	0	0	169
Stage 1	164	-	-	-	-
Stage 2	107	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	718	881	-	-	1409
Stage 1	865	-	-	-	-
Stage 2	917	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	717	881	-	-	1409
Mov Cap-2 Maneuver	717	-	-	-	-
Stage 1	865	-	-	-	-
Stage 2	915	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.7	0	0.2
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	771	1409
HCM Lane V/C Ratio	-	-	0.011	0.002
HCM Control Delay (s)	-	-	9.7	7.6
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	2.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑	↑	
Traffic Vol, veh/h	8	26	41	108	71	8
Future Vol, veh/h	8	26	41	108	71	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	28	45	117	77	9

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	289	82	86	0	-	0
Stage 1	82	-	-	-	-	-
Stage 2	207	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	702	978	1510	-	-	-
Stage 1	941	-	-	-	-	-
Stage 2	828	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	680	978	1510	-	-	-
Mov Cap-2 Maneuver	680	-	-	-	-	-
Stage 1	911	-	-	-	-	-
Stage 2	828	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.2	2.1	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1510	-	887	-	-
HCM Lane V/C Ratio	0.03	-	0.042	-	-
HCM Control Delay (s)	7.5	0	9.2	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

Intersection

Int Delay, s/veh 0.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	9	384	474	14	17	16
Future Vol, veh/h	9	384	474	14	17	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	417	515	15	18	17

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	530	0	-	0	960
Stage 1	-	-	-	-	523
Stage 2	-	-	-	-	437
Critical Hdwy	4.12	-	-	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	2.218	-	-	-	3.518
Pot Cap-1 Maneuver	1037	-	-	-	285
Stage 1	-	-	-	-	595
Stage 2	-	-	-	-	651
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1037	-	-	-	281
Mov Cap-2 Maneuver	-	-	-	-	281
Stage 1	-	-	-	-	587
Stage 2	-	-	-	-	651








Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	15.8
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1037	-	-	-	369
HCM Lane V/C Ratio	0.009	-	-	-	0.097
HCM Control Delay (s)	8.5	0	-	-	15.8
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection						
Int Delay, s/veh	1.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	38	363	442	41	33	46
Future Vol, veh/h	38	363	442	41	33	46
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	41	395	480	45	36	50
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	525	0	0	980	503	
Stage 1	-	-	-	503	-	
Stage 2	-	-	-	477	-	
Critical Hdwy	4.12	-	-	6.42	6.22	
Critical Hdwy Stg 1	-	-	-	5.42	-	
Critical Hdwy Stg 2	-	-	-	5.42	-	
Follow-up Hdwy	2.218	-	-	3.518	3.318	
Pot Cap-1 Maneuver	1042	-	-	277	569	
Stage 1	-	-	-	607	-	
Stage 2	-	-	-	624	-	
Platoon blocked, %	-	-	-	-	-	
Mov Cap-1 Maneuver	1042	-	-	263	569	
Mov Cap-2 Maneuver	-	-	-	263	-	
Stage 1	-	-	-	577	-	
Stage 2	-	-	-	624	-	
Approach	EB	WB	SB			
HCM Control Delay, s	0.8	0	17.1			
HCM LOS			C			
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1042	-	-	-	383	
HCM Lane V/C Ratio	0.04	-	-	-	0.224	
HCM Control Delay (s)	8.6	0	-	-	17.1	
HCM Lane LOS	A	A	-	-	C	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.8	





















3: Woodson Road & Blue Ridge Blvd

Existing + Proposed Development PM Peak Hour

							
Lane Group	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	53	400	133	319	58	138	149
v/c Ratio	0.08	0.46	0.22	0.30	0.13	0.27	0.36
Control Delay	5.4	15.3	6.2	10.6	17.6	5.9	18.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	5.4	15.3	6.2	10.6	17.6	5.9	18.7
Queue Length 50th (ft)	5	91	14	36	13	0	31
Queue Length 95th (ft)	19	184	39	140	42	36	85
Internal Link Dist (ft)		211		344	229		99
Turn Bay Length (ft)	120		100			100	
Base Capacity (vph)	691	1281	606	1263	1088	1046	970
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.08	0.31	0.22	0.25	0.05	0.13	0.15
Intersection Summary							

3: Woodson Road & Blue Ridge Blvd

Existing + Proposed Development PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	49	348	20	122	246	48	11	42	127	53	54	29
Future Volume (veh/h)	49	348	20	122	246	48	11	42	127	53	54	29
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	53	378	22	133	267	52	12	46	138	58	59	32
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	524	515	30	496	528	103	139	372	362	210	189	77
Arrive On Green	0.08	0.29	0.29	0.13	0.35	0.35	0.23	0.23	0.23	0.23	0.23	0.23
Sat Flow, veh/h	1781	1750	102	1781	1521	296	167	1631	1585	411	829	339
Grp Volume(v), veh/h	53	0	400	133	0	319	58	0	138	149	0	0
Grp Sat Flow(s),veh/h/ln	1781	0	1852	1781	0	1817	1798	0	1585	1580	0	0
Q Serve(g_s), s	0.8	0.0	8.4	2.0	0.0	6.0	0.0	0.0	3.2	0.2	0.0	0.0
Cycle Q Clear(g_c), s	0.8	0.0	8.4	2.0	0.0	6.0	1.1	0.0	3.2	3.0	0.0	0.0
Prop In Lane	1.00		0.05	1.00		0.16	0.21		1.00	0.39		0.21
Lane Grp Cap(c), veh/h	524	0	545	496	0	631	511	0	362	477	0	0
V/C Ratio(X)	0.10	0.00	0.73	0.27	0.00	0.51	0.11	0.00	0.38	0.31	0.00	0.00
Avail Cap(c_a), veh/h	677	0	1332	555	0	1307	1195	0	993	1069	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	9.0	0.0	13.7	8.7	0.0	11.1	13.2	0.0	14.1	14.0	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	1.9	0.3	0.0	0.6	0.1	0.0	0.7	0.4	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	3.0	0.6	0.0	1.9	0.4	0.0	1.0	1.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	9.0	0.0	15.6	9.0	0.0	11.8	13.3	0.0	14.7	14.4	0.0	0.0
LnGrp LOS	A	A	B	A	A	B	B	A	B	B	A	A
Approach Vol, veh/h		453			452			196			149	
Approach Delay, s/veh		14.8			10.9			14.3			14.4	
Approach LOS		B			B			B			B	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.3	20.0		14.8	10.6	17.7		14.8				
Change Period (Y+Rc), s	5.0	5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s	7.0	31.0		27.0	7.0	31.0		27.0				
Max Q Clear Time (g_c+l1), s	2.8	8.0		5.0	4.0	10.4		5.2				
Green Ext Time (p_c), s	0.0	1.8		0.9	0.1	2.3		0.7				

Intersection Summary

HCM 6th Ctrl Delay	13.3
HCM 6th LOS	B

Intersection												
Int Delay, s/veh	5.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	44	8	62	3	5	1	42	45	2	3	33	31
Future Vol, veh/h	44	8	62	3	5	1	42	45	2	3	33	31
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	48	9	67	3	5	1	46	49	2	3	36	34

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	204	202	53	239	218	50	70	0	0	51	0	0
Stage 1	59	59	-	142	142	-	-	-	-	-	-	-
Stage 2	145	143	-	97	76	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	754	694	1014	715	680	1018	1531	-	-	1555	-	-
Stage 1	953	846	-	861	779	-	-	-	-	-	-	-
Stage 2	858	779	-	910	832	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	730	671	1014	644	658	1018	1531	-	-	1555	-	-
Mov Cap-2 Maneuver	730	671	-	644	658	-	-	-	-	-	-	-
Stage 1	923	844	-	834	755	-	-	-	-	-	-	-
Stage 2	825	755	-	839	830	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.9	10.4	3.5	0.3
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1531	-	-	855	680	1555	-
HCM Lane V/C Ratio	0.03	-	-	0.145	0.014	0.002	-
HCM Control Delay (s)	7.4	0	-	9.9	10.4	7.3	0
HCM Lane LOS	A	A	-	A	B	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0.5	0	0	-

Intersection

Int Delay, s/veh 1.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		P			Y
Traffic Vol, veh/h	23	13	101	38	11	113
Future Vol, veh/h	23	13	101	38	11	113
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	4	2	2	2	2	2
Mvmt Flow	25	14	110	41	12	123

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	278	131	0	0	151
Stage 1	131	-	-	-	-
Stage 2	147	-	-	-	-
Critical Hdwy	6.44	6.22	-	-	4.12
Critical Hdwy Stg 1	5.44	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-
Follow-up Hdwy	3.536	3.318	-	-	2.218
Pot Cap-1 Maneuver	708	919	-	-	1430
Stage 1	890	-	-	-	-
Stage 2	876	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	702	919	-	-	1430
Mov Cap-2 Maneuver	702	-	-	-	-
Stage 1	890	-	-	-	-
Stage 2	868	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.9	0	0.7
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	767	1430
HCM Lane V/C Ratio	-	-	0.051	0.008
HCM Control Delay (s)	-	-	9.9	7.5
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.2	0

Intersection						
Int Delay, s/veh	2.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑	↑	
Traffic Vol, veh/h	12	36	37	77	88	10
Future Vol, veh/h	12	36	37	77	88	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	39	40	84	96	11
Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	266	102	107	0	-	0
Stage 1	102	-	-	-	-	-
Stage 2	164	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	723	953	1484	-	-	-
Stage 1	922	-	-	-	-	-
Stage 2	865	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	703	953	1484	-	-	-
Mov Cap-2 Maneuver	703	-	-	-	-	-
Stage 1	896	-	-	-	-	-
Stage 2	865	-	-	-	-	-
Approach	EB	NB	SB			
HCM Control Delay, s	9.4	2.4	0			
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1484	-	875	-	-	
HCM Lane V/C Ratio	0.027	-	0.06	-	-	
HCM Control Delay (s)	7.5	0	9.4	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-	

13: Blue Ridge Blvd & West Drive

Existing + Proposed Development PM Peak Hour

Intersection

Int Delay, s/veh 0.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	13	402	267	19	24	16
Future Vol, veh/h	13	402	267	19	24	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	437	290	21	26	17

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	311	0	-	0	766 301
Stage 1	-	-	-	-	301 -
Stage 2	-	-	-	-	465 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1249	-	-	-	371 739
Stage 1	-	-	-	-	751 -
Stage 2	-	-	-	-	632 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1249	-	-	-	365 739
Mov Cap-2 Maneuver	-	-	-	-	365 -
Stage 1	-	-	-	-	740 -
Stage 2	-	-	-	-	632 -

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	13.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1249	-	-	-	458
HCM Lane V/C Ratio	0.011	-	-	-	0.095
HCM Control Delay (s)	7.9	0	-	-	13.7
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection						
Int Delay, s/veh	2.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	57	369	242	44	48	44
Future Vol, veh/h	57	369	242	44	48	44
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	62	401	263	48	52	48
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	311	0	-	0	812	287
Stage 1	-	-	-	-	287	-
Stage 2	-	-	-	-	525	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1249	-	-	-	348	752
Stage 1	-	-	-	-	762	-
Stage 2	-	-	-	-	593	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	1249	-	-	-	326	752
Mov Cap-2 Maneuver	-	-	-	-	326	-
Stage 1	-	-	-	-	713	-
Stage 2	-	-	-	-	593	-
Approach	EB	WB	SB			
HCM Control Delay, s	1.1	0	15.4			
HCM LOS			C			
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1249	-	-	-	447	
HCM Lane V/C Ratio	0.05	-	-	-	0.224	
HCM Control Delay (s)	8	0	-	-	15.4	
HCM Lane LOS	A	A	-	-	C	
HCM 95th %tile Q(veh)	0.2	-	-	-	0.8	

3: Woodson Road & Blue Ridge Blvd





















Future (2042) AM Peak Hour



Lane Group	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	43	429	148	581	103	291	117
v/c Ratio	0.09	0.60	0.29	0.64	0.26	0.50	0.32
Control Delay	4.8	16.5	6.2	14.6	22.2	6.9	19.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	4.8	16.5	6.2	14.6	22.2	6.9	19.4
Queue Length 50th (ft)	4	100	16	82	24	0	21
Queue Length 95th (ft)	14	187	38	279	75	56	74
Internal Link Dist (ft)		211		344	229		99
Turn Bay Length (ft)	120		100			100	
Base Capacity (vph)	468	1215	510	1208	1009	1028	907
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.09	0.35	0.29	0.48	0.10	0.28	0.13
Intersection Summary							

3: Woodson Road & Blue Ridge Blvd

Future (2042) AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	40	379	16	136	492	42	11	84	268	31	47	29
Future Volume (veh/h)	40	379	16	136	492	42	11	84	268	31	47	29
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1870	1870	1870	1870	1870	1752	1870	1870	1870	1856	1841
Adj Flow Rate, veh/h	43	412	17	148	535	46	12	91	291	34	51	32
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	3	2	2	2	2	2	10	2	2	2	3	4
Cap, veh/h	349	587	24	490	662	57	101	422	381	159	207	102
Arrive On Green	0.06	0.33	0.33	0.12	0.39	0.39	0.24	0.24	0.24	0.24	0.24	0.24
Sat Flow, veh/h	1767	1784	74	1781	1698	146	80	1757	1585	265	860	424
Grp Volume(v), veh/h	43	0	429	148	0	581	103	0	291	117	0	0
Grp Sat Flow(s),veh/h/ln	1767	0	1857	1781	0	1844	1837	0	1585	1549	0	0
Q Serve(g_s), s	0.7	0.0	9.9	2.4	0.0	13.7	0.0	0.0	8.4	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.7	0.0	9.9	2.4	0.0	13.7	2.2	0.0	8.4	2.6	0.0	0.0
Prop In Lane	1.00		0.04	1.00		0.08	0.12		1.00	0.29		0.27
Lane Grp Cap(c), veh/h	349	0	611	490	0	719	524	0	381	467	0	0
V/C Ratio(X)	0.12	0.00	0.70	0.30	0.00	0.81	0.20	0.00	0.76	0.25	0.00	0.00
Avail Cap(c_a), veh/h	490	0	1177	524	0	1169	1079	0	875	912	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	10.5	0.0	14.3	9.2	0.0	13.3	14.9	0.0	17.3	15.1	0.0	0.0
Incr Delay (d2), s/veh	0.2	0.0	1.5	0.3	0.0	2.2	0.2	0.0	3.2	0.3	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	3.6	0.7	0.0	4.9	0.8	0.0	2.9	1.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.7	0.0	15.8	9.5	0.0	15.5	15.1	0.0	20.5	15.4	0.0	0.0
LnGrp LOS	B	A	B	A	A	B	B	A	C	B	A	A
Approach Vol, veh/h		472			729			394			117	
Approach Delay, s/veh		15.3			14.3			19.1			15.4	
Approach LOS		B			B			B			B	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.1	24.1		16.8	11.1	21.1		16.8				
Change Period (Y+Rc), s	5.0	5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s	7.0	31.0		27.0	7.0	31.0		27.0				
Max Q Clear Time (g_c+I1), s	2.7	15.7		4.6	4.4	11.9		10.4				
Green Ext Time (p_c), s	0.0	3.3		0.7	0.1	2.5		1.4				
Intersection Summary												
HCM 6th Ctrl Delay			15.8									
HCM 6th LOS			B									

Intersection												
Int Delay, s/veh	5.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	50	7	51	0	7	3	74	53	0	1	35	33
Future Vol, veh/h	50	7	51	0	7	3	74	53	0	1	35	33
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	3	2	17	2	2	2	2	2	4	2
Mvmt Flow	54	8	55	0	8	3	80	58	0	1	38	36

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	282	276	56	308	294	58	74	0	0	58	0	0
Stage 1	58	58	-	218	218	-	-	-	-	-	-	-
Stage 2	224	218	-	90	76	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.23	7.12	6.67	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.67	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.67	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.327	3.518	4.153	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	670	632	1008	644	593	1008	1526	-	-	1546	-	-
Stage 1	954	847	-	784	695	-	-	-	-	-	-	-
Stage 2	779	723	-	917	803	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	633	597	1008	578	560	1008	1526	-	-	1546	-	-
Mov Cap-2 Maneuver	633	597	-	578	560	-	-	-	-	-	-	-
Stage 1	902	846	-	742	657	-	-	-	-	-	-	-
Stage 2	726	684	-	858	802	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.6	10.7	4.4	0.1
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1526	-	-	764	646	1546	-
HCM Lane V/C Ratio	0.053	-	-	0.154	0.017	0.001	-
HCM Control Delay (s)	7.5	0	-	10.6	10.7	7.3	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0.5	0.1	0	-

Intersection

Int Delay, s/veh 0.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘		↗			↖
Traffic Vol, veh/h	5	3	157	9	2	102
Future Vol, veh/h	5	3	157	9	2	102
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	3	171	10	2	111

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	291	176	0	0	181
Stage 1	176	-	-	-	-
Stage 2	115	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	700	867	-	-	1394
Stage 1	855	-	-	-	-
Stage 2	910	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	699	867	-	-	1394
Mov Cap-2 Maneuver	699	-	-	-	-
Stage 1	855	-	-	-	-
Stage 2	908	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.8	0	0.1
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	754	1394
HCM Lane V/C Ratio	-	-	0.012	0.002
HCM Control Delay (s)	-	-	9.8	7.6
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	2.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	8	26	41	119	78	8
Future Vol, veh/h	8	26	41	119	78	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	28	45	129	85	9

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	309	90	94	0	-	0
Stage 1	90	-	-	-	-	-
Stage 2	219	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	683	968	1500	-	-	-
Stage 1	934	-	-	-	-	-
Stage 2	817	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	661	968	1500	-	-	-
Mov Cap-2 Maneuver	661	-	-	-	-	-
Stage 1	904	-	-	-	-	-
Stage 2	817	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.3	1.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1500	-	873	-	-
HCM Lane V/C Ratio	0.03	-	0.042	-	-
HCM Control Delay (s)	7.5	0	9.3	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

Intersection

Int Delay, s/veh 0.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	9	423	523	14	17	16
Future Vol, veh/h	9	423	523	14	17	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	460	568	15	18	17

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	583	0	-	0	1056 576
Stage 1	-	-	-	-	576 -
Stage 2	-	-	-	-	480 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	991	-	-	-	250 517
Stage 1	-	-	-	-	562 -
Stage 2	-	-	-	-	622 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	991	-	-	-	247 517
Mov Cap-2 Maneuver	-	-	-	-	247 -
Stage 1	-	-	-	-	554 -
Stage 2	-	-	-	-	622 -

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	17.2
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	991	-	-	-	331
HCM Lane V/C Ratio	0.01	-	-	-	0.108
HCM Control Delay (s)	8.7	0	-	-	17.2
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.4

Intersection						
Int Delay, s/veh	1.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	38	402	491	41	33	46
Future Vol, veh/h	38	402	491	41	33	46
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	41	437	534	45	36	50

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	579	0	-	0	1076 557
Stage 1	-	-	-	-	557 -
Stage 2	-	-	-	-	519 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	995	-	-	-	243 530
Stage 1	-	-	-	-	574 -
Stage 2	-	-	-	-	597 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	995	-	-	-	230 530
Mov Cap-2 Maneuver	-	-	-	-	230 -
Stage 1	-	-	-	-	543 -
Stage 2	-	-	-	-	597 -

Approach	EB	WB	SB
HCM Control Delay, s	0.8	0	19
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	995	-	-	-	343
HCM Lane V/C Ratio	0.042	-	-	-	0.25
HCM Control Delay (s)	8.8	0	-	-	19
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0.1	-	-	-	1

3: Woodson Road & Blue Ridge Blvd

Future (2042) PM Peak Hour



Lane Group	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	57	440	147	350	62	152	158
v/c Ratio	0.08	0.49	0.24	0.35	0.14	0.29	0.38
Control Delay	5.4	16.1	6.3	12.2	19.2	6.0	20.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	5.4	16.1	6.3	12.2	19.2	6.0	20.4
Queue Length 50th (ft)	6	107	16	75	15	0	36
Queue Length 95th (ft)	20	213	43	157	47	40	97
Internal Link Dist (ft)		211		344	229		99
Turn Bay Length (ft)	120		100			100	
Base Capacity (vph)	713	1166	612	1151	1072	1032	952
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.08	0.38	0.24	0.30	0.06	0.15	0.17

Intersection Summary

3: Woodson Road & Blue Ridge Blvd

Future (2042) PM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	52	384	21	135	271	51	11	46	140	55	59	31
Future Volume (veh/h)	52	384	21	135	271	51	11	46	140	55	59	31
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	57	417	23	147	295	55	12	50	152	60	64	34
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	522	550	30	489	560	104	129	366	350	200	184	75
Arrive On Green	0.08	0.31	0.31	0.13	0.37	0.37	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	1781	1756	97	1781	1533	286	150	1655	1585	402	834	339
Grp Volume(v), veh/h	57	0	440	147	0	350	62	0	152	158	0	0
Grp Sat Flow(s),veh/h/ln	1781	0	1853	1781	0	1819	1804	0	1585	1574	0	0
Q Serve(g_s), s	0.9	0.0	9.6	2.2	0.0	6.8	0.0	0.0	3.7	0.6	0.0	0.0
Cycle Q Clear(g_c), s	0.9	0.0	9.6	2.2	0.0	6.8	1.2	0.0	3.7	3.5	0.0	0.0
Prop In Lane	1.00		0.05	1.00		0.16	0.19		1.00	0.38		0.22
Lane Grp Cap(c), veh/h	522	0	580	489	0	664	494	0	350	459	0	0
V/C Ratio(X)	0.11	0.00	0.76	0.30	0.00	0.53	0.13	0.00	0.43	0.34	0.00	0.00
Avail Cap(c_a), veh/h	699	0	1199	573	0	1177	1190	0	990	1058	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	8.8	0.0	13.9	8.8	0.0	11.2	14.1	0.0	15.0	14.9	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	2.1	0.3	0.0	0.7	0.1	0.0	0.8	0.4	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	3.5	0.7	0.0	2.2	0.4	0.0	1.2	1.3	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	8.9	0.0	15.9	9.1	0.0	11.8	14.2	0.0	15.9	15.4	0.0	0.0
LnGrp LOS	A	A	B	A	A	B	B	A	B	B	A	A
Approach Vol, veh/h		497			497			214			158	
Approach Delay, s/veh		15.1			11.0			15.4			15.4	
Approach LOS		B			B			B			B	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.6	21.4		14.9	10.9	19.0		14.9				
Change Period (Y+Rc), s	5.0	5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s	8.0	29.0		28.0	8.0	29.0		28.0				
Max Q Clear Time (g_c+I1), s	2.9	8.8		5.5	4.2	11.6		5.7				
Green Ext Time (p_c), s	0.0	2.0		0.9	0.1	2.5		0.8				

Intersection Summary

HCM 6th Ctrl Delay	13.7
HCM 6th LOS	B

Intersection

Int Delay, s/veh 5.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	49	9	67	3	6	1	45	49	2	3	36	34
Future Vol, veh/h	49	9	67	3	6	1	45	49	2	3	36	34
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	53	10	73	3	7	1	49	53	2	3	39	37

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	220	217	58	257	234	54	76	0	0	55	0	0
Stage 1	64	64	-	152	152	-	-	-	-	-	-	-
Stage 2	156	153	-	105	82	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	736	681	1008	696	666	1013	1523	-	-	1550	-	-
Stage 1	947	842	-	850	772	-	-	-	-	-	-	-
Stage 2	846	771	-	901	827	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	710	657	1008	622	643	1013	1523	-	-	1550	-	-
Mov Cap-2 Maneuver	710	657	-	622	643	-	-	-	-	-	-	-
Stage 1	916	840	-	822	747	-	-	-	-	-	-	-
Stage 2	810	746	-	825	825	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.1	10.5	3.5	0.3
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1523	-	-	838	660	1550	-	-
HCM Lane V/C Ratio	0.032	-	-	0.162	0.016	0.002	-	-
HCM Control Delay (s)	7.4	0	-	10.1	10.5	7.3	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.6	0.1	0	-	-

Intersection

Int Delay, s/veh 1.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		P			4
Traffic Vol, veh/h	25	14	107	42	12	120
Future Vol, veh/h	25	14	107	42	12	120
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	4	2	2	2	2	2
Mvmt Flow	27	15	116	46	13	130

Major/Minor	Minor1	Major1	Major2	Major3	Major4
Conflicting Flow All	295	139	0	0	162
Stage 1	139	-	-	-	-
Stage 2	156	-	-	-	-
Critical Hdwy	6.44	6.22	-	-	4.12
Critical Hdwy Stg 1	5.44	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-
Follow-up Hdwy	3.536	3.318	-	-	2.218
Pot Cap-1 Maneuver	692	909	-	-	1417
Stage 1	883	-	-	-	-
Stage 2	867	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	685	909	-	-	1417
Mov Cap-2 Maneuver	685	-	-	-	-
Stage 1	883	-	-	-	-
Stage 2	858	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.1	0	0.7
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	751	1417
HCM Lane V/C Ratio	-	-	0.056	0.009
HCM Control Delay (s)	-	-	10.1	7.6
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.2	0

Intersection

Int Delay, s/veh	2.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			Y	Y	
Traffic Vol, veh/h	12	36	37	84	96	10
Future Vol, veh/h	12	36	37	84	96	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	39	40	91	104	11

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	281	110	115	0	-	0
Stage 1	110	-	-	-	-	-
Stage 2	171	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	709	943	1474	-	-	-
Stage 1	915	-	-	-	-	-
Stage 2	859	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	688	943	1474	-	-	-
Mov Cap-2 Maneuver	688	-	-	-	-	-
Stage 1	888	-	-	-	-	-
Stage 2	859	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.4	2.3	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1474	-	863	-	-
HCM Lane V/C Ratio	0.027	-	0.06	-	-
HCM Control Delay (s)	7.5	0	9.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

Intersection

Int Delay, s/veh 0.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	13	442	294	19	24	16
Future Vol, veh/h	13	442	294	19	24	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	480	320	21	26	17

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	341	0	-	0	839 331
Stage 1	-	-	-	-	331 -
Stage 2	-	-	-	-	508 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1218	-	-	-	336 711
Stage 1	-	-	-	-	728 -
Stage 2	-	-	-	-	604 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1218	-	-	-	331 711
Mov Cap-2 Maneuver	-	-	-	-	331 -
Stage 1	-	-	-	-	716 -
Stage 2	-	-	-	-	604 -

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	14.5
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1218	-	-	-	421
HCM Lane V/C Ratio	0.012	-	-	-	0.103
HCM Control Delay (s)	8	0	-	-	14.5
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection

Int Delay, s/veh 2.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	57	409	269	44	48	44
Future Vol, veh/h	57	409	269	44	48	44
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	62	445	292	48	52	48

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	340	0	-	0	885 316
Stage 1	-	-	-	-	316 -
Stage 2	-	-	-	-	569 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1219	-	-	-	315 724
Stage 1	-	-	-	-	739 -
Stage 2	-	-	-	-	566 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1219	-	-	-	294 724
Mov Cap-2 Maneuver	-	-	-	-	294 -
Stage 1	-	-	-	-	689 -
Stage 2	-	-	-	-	566 -

Approach	EB	WB	SB
HCM Control Delay, s	1	0	16.6
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1219	-	-	-	411
HCM Lane V/C Ratio	0.051	-	-	-	0.243
HCM Control Delay (s)	8.1	0	-	-	16.6
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0.2	-	-	-	0.9



PZ 2023-03

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: May 11, 2023

Re: Text Amendment Amending Chapter 50, Article 12, to Conform to State Regulations Related to Voter Approved Constitutional Amendment Permitting Recreational Marijuana

APPLICATION SUMMARY

Applicant: City of Raytown

Project Contact: Chris Gilbert, Planning and Zoning Coordinator

Property Location: Citywide

Request: Amending Chapter 50, Article 12, of the Raytown Municipal Code to Conform to New State of Missouri Regulations Issued Following Voter Approval of a Constitutional Amendment Approving Recreational Marijuana on November 8, 2022.

BACKGROUND INFORMATION:

The 2018 November General Election witnessed Missouri voters give their approval for marijuana use for medical purposes. The City of Raytown adopted Medical Marijuana Zoning Regulations in July of 2019 when state regulations became available that were placed in Chapter 50, Article 12, of the Raytown Municipal Code. The recent 2022 November General Election witnessed Missouri voters give their approval to an amendment to the Missouri Constitution legalizing the sale and use of Marijuana for recreational uses. The State of Missouri's Department of Health and Senior Services has been working on rules for recreational use of marijuana since the voter approval and now have a final set of rules prepared that are expected to go into effect on July 31, 2023.

Staff is presenting the attached amendments to Chapter 50, Article 12, to ensure our laws stay consistent with state law while also protecting Raytown neighborhoods and residents from the undesirable impacts of operations related to the sale, transport, manufacturing, storing and growing of marijuana. Included in the recommended amendments are the following key changes from the previous Medical Marijuana-only regulations:

- Adding some new definitions.
- Removal of references to medical use only, except in section related to residential areas.
- Changing state statutory references from the previous 19 CSR 95 to the new 19 CSR 100.
- Adding off-site warehouses to list of marijuana related uses requiring M, Manufacturing zoning.



Staff Report

Community Development
Planning and Development Services

- Adding Dispensary Microbusinesses to Marijuana Dispensary Rules section for HC, Highway Commercial and NC, Neighborhood Commercial zones.
- Adding Wholesale Microbusinesses to list of marijuana related uses requiring M, Manufacturing zoning.

The following two issues are being presented for planning commission discussion and possible recommendation as they are not state mandated requirements but would permit state licensed dispensaries and microbusiness dispensaries more options when planning their business operations:

1. Reduce the required closure period overnight from 10 PM to 8 AM (current code) to 12 AM to 6 AM for state licensed dispensaries and microbusiness dispensaries.
2. Permit drive-through sales in a manner that does not conflict with other Municipal Code provisions.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission hold this public hearing, take testimony from all parties, and consider recommending approval to the Board of Aldermen of this application proposing various amendments to Chapter 50, Article 12, of the Raytown Municipal Code as pertains to zoning regulations for recreational marijuana facilities, with the following additional amendments that are not state mandated but would permit licensed dispensaries and microbusiness dispensaries more options in planning their operations:

1. Reduce the required closure period overnight from 10 PM to 8 AM (current code) to 12 AM to 6 AM for state licensed dispensaries and microbusiness dispensaries.
2. Permit drive-through sales in a manner that does not conflict with any other Municipal Code provisions.

ARTICLE XII. - MEDICAL MARIJUANA, MEDICAL AND ADULT USE

Sec 50-580. –Definitions

Church means a permanent building primarily and regularly used as a place of worship.

Daycare means a child-care facility, as defined by Section 210.201, RSMo, that is licensed by the State of Missouri.

Elementary or Secondary School means any public school as defined by Section 160.011, RSMo, or any private school giving instruction in a grade or grades not higher than the twelfth (12th) grade, including any property owned by the public or private school that is regularly used for extracurricular activities, but does not include any private school in which education is primarily conducted in private homes.

Enclosed, Locked Facility means: (A) An indoor stationary closet, room, garage, greenhouse, or other comparable fully enclosed space equipped with locks or other functioning security devices that permit access to only the qualifying patient(s) or primary caregiver(s) who have informed the department that this is the space where they will cultivate marijuana; or (B) An outdoor stationary structure: 1. That is enclosed on all sides, except at the base, by wooden slats, or a similar material that is anchored, attached, or affixed to the ground and that cannot be accessed from the top; 2. In which the plants are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level; and 3. That is equipped with locks or other security devices that restrict access to only the qualifying patient(s) or primary caregiver(s) who have informed the department that this is the space where they will cultivate marijuana.

Marijuana or Marihuana means Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. Marijuana, or Marihuana, does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (0.3%) on a dry weight basis, or commodities or products manufactured from industrial hemp, including non-psychoactive Cannabidiol (CBD) Oil extracted from hemp seeds, including non-psychoactive Cannabidiol (CBD) Oil extracted from hemp seeds

Marijuana-Infused Products means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures, and concentrates.

Medical-Marijuana Cultivation Facility means a facility licensed by the Missouri Department of Health and Senior Services to acquire, cultivate, process, store, transport, and sell marijuana to a ~~Medical-Dispensary Facility~~, ~~Medical-Marijuana Testing Facility~~, **Warehouse**, or to a ~~Medical-Marijuana-Infused Products Manufacturing Facility~~.

~~Medical-Marijuana Dispensary Facility~~ means a facility licensed by the Missouri Department of Health and Senior Services to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia **for adult use in amounts permitted by state law**, or used to administer marijuana as provided for in this section to

a qualifying patient, a primary caregiver, another ~~Medical-Marijuana~~ Dispensary Facility, a ~~Medical Marijuana~~ Testing Facility, ~~Warehouse~~, or a ~~Medical-Marijuana~~ Infused Products Manufacturing Facility.

~~Medical-Marijuana Facility~~ means a ~~Medical Marijuana~~ Dispensary Facility, ~~Medical Marijuana~~ Cultivation Facility, ~~Medical Marijuana~~ Testing Facility, ~~Medical Marijuana~~ Infused Products Manufacturing Facility, ~~Warehouse~~, and a ~~Medical-Marijuana~~ Transportation Facility, ~~Microbusiness Dispensary Facility~~ and ~~Microbusiness Wholesale Facility~~.

~~Medical-Marijuana-Infused Products Manufacturing Facility~~ means a facility licensed by the Missouri Department of Health and Senior Services, to acquire, store, manufacture, transport, and sell marijuana-infused products to a ~~Medical-Marijuana~~ Dispensary Facility, a ~~Medical Marijuana~~ Testing Facility, ~~Warehouse~~, or to another ~~Medical Marijuana-Infused Products Manufacturing Facility~~.

~~Medical-Marijuana Testing Facility~~ means a facility certified by the Missouri Department of Health and Senior Services, to acquire, test, certify, and transport marijuana.

~~Medical-Marijuana Transportation Facility~~ means a facility licensed by the Missouri Department of Health and Senior Services to transport marijuana ~~for adult use in amounts permitted by state law~~, or to a Qualifying Patient, Primary Caregiver, a ~~Medical Marijuana~~ Cultivation Facility, a ~~Medical-Marijuana-Infused Products Manufacturing Facility~~, a ~~Medical-Marijuana~~ Dispensary Facility, a ~~Medical-Marijuana~~ Testing Facility, ~~Warehouse~~, or another ~~Medical-Marijuana~~ Transportation Facility.

~~Microbusiness Dispensary Facility~~ means a microbusiness facility licensed by the Missouri Department of Health and Senior Services under 19 CSR 100 where marijuana is dispensed for medical or adult use.

~~Microbusiness Wholesale Facility~~ means a microbusiness facility licensed by the Missouri Department of Health and Senior Services under 19 CSR 100 where marijuana cultivation operations for medical or adult use occur and/or where marijuana-infused products and prerolls are manufactured for medical or adult use.

~~Qualifying Patient~~ means a Missouri resident diagnosed with at least one (1) qualifying medical condition.

~~Primary Caregiver~~ means an individual twenty-one (21) years of age or older who has significant responsibility for managing the well-being of a Qualifying Patient and who is designated as such on the primary caregiver's application for an identification card from the Missouri Department of Health and Human Services.

~~Warehouse~~ means a facility granted a certificate by the Missouri Department of Health and Senior Services for off-site storage of marijuana product.

Sec. 50-581. -Rules of Interpretation

- (a) The distance limitations in this article, when referring to distances between ~~Medical Marijuana~~ Facilities and Schools, Daycares, and Churches, shall be measured in accordance with 19 CSR 30-95.040.

- (b) The distance limitations in this article, when referring to distances between a ~~Medical Marijuana Facility~~ and a separate ~~Medical-Marijuana Facility~~ not contained in the same structure, shall be measured in a straight line between the primary entrances of each ~~Medical-Marijuana Facility~~.
- (c) The distance limitations in this article, when referring to distances between a ~~Medical Marijuana Facility~~ and a residential district, shall be measured in a straight line between the primary entrance of the ~~Medical-Marijuana Facility~~ and the nearest point on the property line of a residential district.

Sec. 50-582. -No Additional Licenses

~~Medical-Marijuana Facilities~~ shall be required to be properly licensed and/or certified by the Missouri Department of Health and Senior Services as required by 19 CSR 30-95 100. Furthermore, ~~Medical-Marijuana Facilities~~ shall have a city business license as required in Chapter 10 of the Raytown Municipal Code, and a Commercial Use Permit as required by Section 50-518 of the Raytown Municipal Code, and any other license required by the City that complies with 19 CSR 30-95 100. Certain activities performed in relation to such facilities may require permits from other agencies not related to the City such as the Raytown Fire District.

Sec. 50-583. -~~Medical-Marijuana Dispensary~~ and ~~Microbusiness Dispensary~~ General Rules

In addition to the requirements for dispensary facilities ~~including microbusiness dispensaries~~ in 19 CSR 30-95:080 100, ~~dispensary~~ ~~such~~ facilities shall also comply with the following:

- (a) ~~Medical-Marijuana Dispensaries~~ shall not be open to the public or make any sales between the hours of 10:00 PM and 8:00 AM.
- (b) ~~Medical-Marijuana Dispensaries~~ shall only transport ~~medical-marijuana~~:
 - a. To Qualifying Patients, Primary Caregivers, a Medical Marijuana Testing Facility, a Medical Marijuana Dispensary, a Medical Marijuana-Infused Product Manufacturing Facility;
 - b. If the ~~Medical-Marijuana Dispensary~~ complies with the requirements of 19 CSR 30-95.100(2) 100.
- (c) No Marijuana, of any type, may be smoked, ingested, or otherwise consumed on the premises of a ~~Medical Marijuana Dispensary~~ at any time, nor shall the licensee permit such consumption.
- (d) ~~Medical Marijuana Dispensaries~~ shall not disburse ~~medical-marijuana~~ as part of a promotional event.
- (e) All ~~Medical Marijuana Dispensaries~~ shall only sell ~~medical-marijuana~~ seeds acquired from ~~state~~ licensed ~~Medical-Marijuana Cultivation~~ facilities.

- (f) No ~~Medical~~ Marijuana Dispensary shall sell ~~medical~~ marijuana seeds to a Qualifying Patient or Primary Caregiver who is not currently authorized to cultivate ~~medical~~ marijuana.
- (g) All ~~Medical~~ Marijuana Dispensaries shall require every **Medical Marijuana** customer to display the customer's identification card issued by the Missouri Department of Health and Senior Services or other proof of eligibility at the time of each purchase.
- (h) ~~Medical~~ Marijuana Dispensaries shall not sell ~~medical~~ marijuana to a Qualifying Patient or Primary Caregiver in amounts greater than what that individual is currently authorized to purchase ~~per the statewide track and trace system~~ **by the Missouri Department of Health and Senior Services.**
- (i) No person under the age of eighteen (18) years old shall be permitted into a ~~Medical~~ Marijuana Dispensary; except that a **Medical Marijuana** Qualifying Patient who is under the age of eighteen (18) years but who has been emancipated by a court order and a Qualifying Patient, under the age of eighteen (18) years when accompanied by the Qualifying Patient's parent or guardian.
- (j) No ~~Medical~~ Marijuana Dispensary shall emit any odor of Marijuana which is capable of being smelled by a person of ordinary senses outside of the boundary of the lot upon which the ~~Medical~~ Marijuana Dispensary is located.
- (k) Each ~~Medical~~ Marijuana Dispensary shall be operated from a permanent and fixed location. No ~~Medical~~ Marijuana Dispensary shall be permitted to operate from a moveable, mobile, or transitory location. This subsection shall not prevent the physical delivery of medical marijuana to a Qualifying Patient or Primary Caregiver at a location off of the premises of the licensee's ~~Medical~~ Marijuana Dispensary, to the extent so permitted by law.

Sec. 50-584. ~~Medical~~ Marijuana Dispensary or Microbusiness Dispensary Siting Requirements

A ~~Medical~~ Marijuana Dispensary or **Microbusiness Dispensary** may be located as a Permitted Use in the Highway Commercial District (HC), or as a Conditional Use in the Neighborhood Commercial District (NC), upon satisfactory compliance with the provisions of this section. A Conditional Use Permit is required in the Neighborhood Commercial District (NC), due to its close proximity to residential districts, lower capacity to handle increases in traffic flow and absorb related noise, and the limitations of adaptability of older commercial structures to meet modern building code requirements for the proposed uses.

- (a) As a Permitted Use in the Highway Commercial District (HC):
 - a. A ~~Medical~~ Marijuana Dispensary shall have the appropriate license from the Missouri Department of Health and Senior Services, pursuant to 19 CSR 30-95-100.
 - b. No **Marijuana** Dispensary shall be located closer than one thousand (1000) feet from any Elementary or Secondary School, Daycare, or Church.

- c. No ~~Medical~~ Marijuana Dispensary shall be located closer than one hundred fifty (150) feet from a residentially zoned district.
- d. A ~~Medical~~-Marijuana Dispensary may have secondary operations of another type of ~~Medical~~ Marijuana Facility within the same structure space if the secondary operations constitute 25% or less of both the overall floor space and revenue of the business. The ~~Medical~~ Marijuana Dispensary shall have all required licenses pursuant to 19 CSR 30-95 100 for both the ~~Medical~~ Marijuana Dispensary and the secondary ~~Medical~~-Marijuana Facility operation, in addition to all required City permits and licenses.
- e. The applicant for a ~~Medical~~-Marijuana Dispensary Commercial Zoning Permit shall provide the following plans and documentation for city review and approval.
 - (1) Site plan for the ~~Medical~~ Marijuana Dispensary that shall include a floor plan showing where the various activities will be conducted. No ~~medical~~ marijuana products shall be visible from the exterior of the building.
 - (2) All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.
 - (3) A plan which reasonably shows that the ~~Medical~~-Marijuana Dispensary is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the ~~Medical~~-Marijuana Dispensary is located.
 - (4) A security plan for review and approval by the Raytown Police Department, which reasonably shows that the ~~Medical~~-Marijuana Dispensary can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the ~~Medical~~ Marijuana Dispensary at any hour.
 - (5) A parking plan that meets the required parking ratio for commercial uses as contained in Chapter 50, Article X of the Municipal Code. The parking plan shall also show loading docks and product truck circulation patterns to ensure that such deliveries do not interfere with proper parking and circulation of other vehicles on the property upon which the ~~Medical~~-Marijuana Dispensary is located.
 - (6) A hazardous waste disposal plan for any unused product or hazardous materials used as part of normal operations by a ~~Medical~~-Marijuana Dispensary in accordance with 19 CSR 30-95.040 100.
 - (7) All signage shall conform to the standards in Chapter 50, Article VIII of the Municipal Code and shall be reviewed and approved under a separate permit process.

(b) As a Conditional Use in the Neighborhood Commercial District (NC):

- a. ~~Medical~~ Marijuana Dispensary applicants in the Neighborhood Commercial (NC) District shall comply with all provisions of Chapter 50, Article V, of the Municipal Code, regarding Conditional Use Permit applications, including but not limited to the requirements of this section.
- b. A ~~Medical~~-Marijuana Dispensary shall have the appropriate state license pursuant to 19 CSR 30-95 100. Applicant may apply for a Conditional Use Permit upon showing that the applicant has applied for this state license, but the Conditional Use Permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.
- c. A ~~Medical~~-Marijuana Dispensary shall not be located closer than one thousand (1000) feet from any other ~~Medical~~-Marijuana Dispensary or ~~Medical~~-Marijuana Facility.
- d. No ~~Medical~~ Marijuana Dispensary shall be located within one thousand (1000) feet of any Elementary or Secondary School, Daycare, or Church.
- e. No ~~Medical~~-Marijuana Dispensary shall be located within five hundred (500) feet of a residentially zoned district.
- f. The Applicant for a ~~Medical~~ Marijuana Dispensary Conditional Use Permit shall provide the following plans and documentation for city review and approval.
 - (1) A site plan for the ~~Medical~~ Marijuana Dispensary shall include a floor plan showing where the various activities will be conducted. No ~~medical~~-marijuana products shall be visible from the exterior of the building.
 - (2) All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.
 - (3) A plan which reasonably shows that the ~~Medical~~-Marijuana Dispensary is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the ~~Medical~~ Marijuana Dispensary is located.
 - (4) A security plan for review and approval by the Raytown Police Department, which reasonably shows that the ~~Medical~~ Marijuana Dispensary can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the ~~Medical~~ Marijuana Dispensary at any hour.
 - (5) A parking plan that meets the required parking ratio for commercial uses as contained in Chapter 50, Article X of the Municipal Code. The parking plan shall also show loading docks and product truck circulation patterns to ensure that such deliveries do not interfere with proper parking and circulation of other vehicles on the property.
 - (6) A hazardous waste disposal plan for any unused product or hazardous materials used as part of normal operations by a ~~Medical~~ Marijuana Dispensary in accordance with Missouri Department of Health and Senior Services guidelines.

- (7) All signage shall conform to the standards in Chapter 50, Article VIII of the Municipal Code and shall be reviewed and approved under a separate permit process.
- (c) When a Conditional Use Permit is applied for, the Conditional Use Permit, if approved, shall be personal to the applicant at the approved site and shall not run with the land. In addition, the Conditional Use Permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding operation of a ~~Medical-Marijuana~~ Facility. The Conditional Use Permit shall not be portable with the applicant and shall be reviewed annually by the Community Development Department for compliance. In the event the applicant's state-issued license expires for any reason, the Conditional Use Permit shall terminate immediately.
- (d) If any change occurs from the permitted use of a structure as a ~~Medical-Marijuana~~ Dispensary, a new Conditional Use Permit shall be required in all cases. ~~Medical Marijuana~~ Dispensaries located in the Highway Commercial (HC) District that comply with Section 50-584(a) of the Raytown Municipal Code, regarding secondary ~~Medical Marijuana~~ Facility activities in the same structure constituting 25% or less of both overall floor area and revenue, are not required to apply for a Conditional Use Permit.
- (e) The state licensed operator of any ~~Medical-Marijuana~~ Dispensary shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Community Development Department annually to confirm their continuing licensed status with the State of Missouri. In the case of a ~~Medical Marijuana~~ Dispensary that was granted a Conditional Use Permit by the City, the state licensed operator and the applicant to whom the Conditional Use Permit was issued shall be the same. The City may request such documentation at any time.

Sec. 50-585. ~~Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Transportation Facility and Marijuana-Infused Products Manufacturing Facility, Warehouse, and Microbusiness Wholesale Facility~~ Siting Requirements

- (a) A ~~Medical-Marijuana~~ Cultivation Facility, ~~Medical-Marijuana~~ Testing Facility, ~~Medical Marijuana~~ Transportation Facility, ~~or~~ ~~Marijuana-Infused Products Manufacturing Facility, Warehouse, and/or Microbusiness Wholesale Facility~~ may be located as a Conditional Use in the Industrial District (M), and shall comply with all provisions of Chapter 50, Article V, of the Municipal Code, regarding Conditional Use Permit applications, including but not limited to the requirements of this section.
- (b) A ~~Medical Marijuana~~ Cultivation Facility, ~~Medical Marijuana~~ Testing Facility, ~~Medical Marijuana~~ Transportation Facility, ~~or~~ ~~Marijuana-Infused Products Manufacturing Facility, Warehouse, and/or Microbusiness Wholesale Facility~~ shall have the appropriate license pursuant to 19 CSR ~~30-95 100~~. Applicant may apply for a Conditional Use Permit upon showing that the applicant has applied for a state license for each ~~Medical-Marijuana~~ Facility type applied for, but the Conditional Use Permit shall not be issued until such license from the Missouri Department of Health and Senior Services has been obtained.
- (c) ~~A~~ ~~Medical-Marijuana~~ Cultivation Facility, ~~Medical-Marijuana~~ Testing Facility, ~~Medical Marijuana-Infused Products Manufacturing Facility, or~~ ~~Medical Marijuana~~ Transportation Facility, ~~or~~ ~~Warehouse~~ may be permitted to operate together in a single location under a

single Conditional Use Permit provided that the applicant has complied with the requirements of 19CSR 30-95-040 100.

- (d) No ~~Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Transportation Facility, or Marijuana-Infused Products Manufacturing Facility, Warehouse, and/or Microbusiness Wholesale Facility~~, shall be located within one thousand (1000) feet of any Elementary or Secondary School, Daycare, or Church.
- (e) No ~~Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Transportation Facility, or Marijuana-Infused Products Manufacturing Facility, Warehouse, and/or Microbusiness Wholesale Facility~~, shall be located within five hundred (500) feet of a residentially zoned district.
- (f) The applicant for a ~~Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Transportation Facility, or Marijuana-Infused Products Manufacturing Facility, Warehouse, and/or Microbusiness Wholesale Facility~~, shall provide the following plans and documentation for city review and approval.
 - a. A site plan for the operation that also includes a floor plan for any internal facilities showing where the various activities will be conducted. No medical marijuana products or plants shall be visible from the exterior of the ~~Medical Marijuana Facility~~.
 - b. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction related to a Facility.
 - c. A plan which reasonably shows that the ~~Medical Marijuana Facility~~ is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the ~~Medical Marijuana Facility~~ is located.
 - d. A security plan which reasonably shows that the ~~Medical Marijuana Facility~~ can be kept secure from access by unauthorized persons both during and after normal operating hours.
 - e. A parking plan that meets the required parking ratio for Industrial Districts as contained in Chapter 50, Article X. of the Municipal Code.
 - f. A hazardous waste disposal plan for any unused product or hazardous materials used as part of normal operations by a ~~Medical Marijuana Facility~~ in accordance with Missouri Department of Health and Senior Services guidelines.
 - g. All signage shall conform to the standards in Chapter 50, Article VIII of the Municipal Code and shall be reviewed and approved under a separate permit process.
- (g) The applicant for a ~~Medical Marijuana Cultivation Facility, Testing Facility, Medical Marijuana Transportation Facility, or Marijuana-Infused Products Manufacturing Facility, Warehouse, and/or Microbusiness Wholesale Facility~~, shall comply with

~~Chapter 39 of the 2018~~ **the International Fire Code**, which is **version** currently adopted by the Raytown Fire District, and acquire any operational permits as required by the Fire District, and provide a copy of such permit to the City prior to issuance of the Conditional Use Permit.

- (h) The Conditional Use Permit, if approved, shall be personal to the applicant and shall not run with the land. In addition, the Conditional Use Permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding operation of a ~~Medical~~ Marijuana Facility. The Conditional Use Permit shall be reviewed annually by the Community Development Department for compliance. In the event the applicant's state-issued license expires for any reason, the Conditional Use Permit shall terminate immediately.
- (i) If any change occurs from the original permitted use of a structure as a ~~Medical~~ Marijuana Facility, a new Conditional Use Permit shall be required in all cases.
- (j) The state licensed operator of any ~~Medical~~ Marijuana Facility shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Community Development Department annually to confirm their continuing licensed status with the State of Missouri. The state licensed operator and the applicant to whom the Conditional use Permit was issued shall be the same. The City may request such documentation at any time.

Sec. 50-586. -Residential Medical (Not Including Adult) Marijuana Operations

- (a) Should a Qualifying Patient or Primary Caregiver decide to cultivate medical marijuana at their residence, the Qualifying Patient or Primary Caregiver shall do so in accordance with 19 CSR ~~30-95~~ **100**.
- (b) All residential medical marijuana cultivation by a Qualifying Patient or primary Caregiver shall be kept in an Enclosed, Locked Facility in accordance with 19 CSR ~~30-95.010~~ **100**.
- (c) All residential medical marijuana cultivation by a Qualifying Patient or a Primary Caregiver shall be done in such a way as to prevent odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot upon which the medical marijuana plants are located.
- (d) All residential medical marijuana cultivation by a Qualifying Patient or Primary Caregiver shall be in conformance with ~~Chapter 39 of the 2018 International Fire Code~~, which is **the International Fire Code Version** currently adopted by the Raytown Fire District, and acquire any operational permits as required by the Fire District.

Sec. 50-587. -Disposal of ~~Medical~~ Marijuana

No person shall dispose of ~~medical~~ marijuana or ~~medical~~ marijuana-infused products, extracts, and waste materials except in accordance with 19 CSR ~~30-95.040~~ **100**.