

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
APRIL 17, 2018
REGULAR SESSION No. 26
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Invocation/Pledge of Allegiance
Roll Call

Public Comments
Communication from the Mayor
Communication from the City Administrator
Committee Reports

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular April 10, 2018 Board of Aldermen meeting minutes.

REGULAR AGENDA

NEW BUSINESS

2. **R-3082-18: A RESOLUTION** APPOINTING DEREK WARD AS A MEMBER OF THE BOARD OF ALDERMEN, TO FILL THE POSITION OF FORMER ALDERMAN ERIC TEEMAN, UNTIL THE NEXT REGULARLY SCHEDULED MUNICIPAL ELECTION IN APRIL OF 2019. Point of Contact: Mayor McDonough.

★ Swearing in of Alderman Derek Ward by the City Attorney
(short recess to welcome and seat Alderman Ward)

OLD BUSINESS

3. **SECOND READING: Bill No. 6466-18, Section V-A. AN ORDINANCE** AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$58,418.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Ray Haydaripoor, Community Development Director.

NEW BUSINESS (continued)

4. **FIRST READING: Bill No. 6467-18, Section XIII: AN ORDINANCE** APPROVING THE FINAL PLAT OF TIDAL WAVE AUTO SPA, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI FINAL PLAT. Point of Contact: Michael Swan, Planning & Zoning Coordinator.

★ A Suspension of the Rules is being requested by the Applicant.

5. **R-3083-18: A RESOLUTION** AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RAYTOWN AND TW MACON, LLC RELATING TO PUBLIC IMPROVEMENTS WITHIN THE CITY AND STATE EASEMENTS OR RIGHTS-OF-WAY AROUND 10001 EAST 350 HIGHWAY. Point of Contact: Missy Wilson, Interim Finance Director/Economic Development Administrator

6. **R-3084-18: A RESOLUTION** AUTHORIZING ACCEPTANCE OF A PERMANENT TRAIL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FROM HOMER AND KATIE RADFORD IN CONNECTION WITH THE SOUTHWOOD PARK TRAIL DESIGN. Point of Contact: Dave Turner, Interim Parks Director.

CLOSED SESSION

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

- 610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or

- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

ADJOURNMENT

DRAFT
MINUTES
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
APRIL 10, 2018
REGULAR SESSION No. 25
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
OPENING SESSION
7:00 P.M.

Mayor Michael McDonough called the April 10, 2018 Board of Aldermen meeting to order at 7:00 p.m. Dee Nicholson of the Church of Jesus Christ of Latter-Day Saints provided the invocation and led the pledge of allegiance.

Roll Call

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

Present: Alderman Ryan Myers, Alderman Mark Moore, Alderman Karen Black, Alderman Steve Meyers, Alderman Jason Greene, Alderman Frank Hunt, Alderman Bill Van Buskirk, Alderman Jim Aziere, Alderman Bonnaye Mims

Proclamations & Presentations

A Proclamation recognizing Alderman Greene's service as 2017-2018 Mayor Pro Tem.

A Proclamation recognizing National Telecommunicator Week.

Swearing in of Police Officer Tristan Richards.

Chief Lynch presented the Raytown Police Department's 2017 Annual Report.

Public Comments

Kathie Schutte, 11622 E 85 Street, spoke regarding Raytown Police Department volunteer events and items on the meeting's agenda.

Quo Oates, 4408 Williams, Kansas City, MO, of Community Business Journal Media spoke regarding the local Wal-Mart.

Scott Walz, 7520 Arlington Avenue, spoke regarding the Raytown Main Street Association.

Jessica Neely, 8610 E 83 Terrace, spoke regarding the local Wal-Mart.

Katie Phelan, 8512 Greenwood Road, spoke regarding the local Wal-Mart.

Aldermen Greene and Meyers, spoke regarding Katie Phelan's comment.

Terry Dunn, spoke on behalf of the United Food & Commercial Workers Union (UFCW) regarding the Raytown Police Department and the local Wal-Mart.

Alderman Mims reported she had spoken with the UFCW regarding their interest in being put on a future meeting's agenda.

Alderman Van Buskirk spoke regarding the public comments policy and the local Wal-Mart.

Anahi Tapia, spoke on behalf of the UFCW's Making Change at Wal-Mart Campaign.

Tony Jacob, 10201 E 64 Street, spoke regarding the public comments policy, items on the meeting's agenda, the public posting of meeting materials, Tom Cole's resignation, the Ward 5 appointment, and personnel matters.

John Ivey, 2525 Main Street, Kansas City, MO, spoke regarding an East Longview Parkway connection to the City.

Mayor McDonough called for a five-minute recess.

Mayor McDonough reconvened the meeting at 8:07 p.m.

Communication from the Mayor

The Mayor highlighted the events he attended since the previous meeting and other upcoming events.

Communication from the City Administrator

The City Administrator provided an update on the City's current projects and plans.

Committee Reports

Alderman Greene spoke regarding Tom Cole's resignation.

Alderman Meyers spoke regarding the recent Planning & Zoning Commission meeting.

Alderman Mims spoke regarding an Easter 2018 event and Tom Cole's resignation.

STUDY SESSION

2016-2017 Audit Presentation
Mize Houser & Company, P.A.

Sean Gordon of Mize Houser & Company summarized their audit report and the City's unmodified audit opinion and discussed the report with the Board of Aldermen.

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular March 20, 2018 Board of Aldermen meeting minutes.

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 9-0.

Ayes: Aldermen Van Buskirk, Mims, Meyers, Greene, Myers, Moore, Aziere, Hunt, Black
Nays: None

REGULAR AGENDA

NEW BUSINESS

- R-3076-18: A RESOLUTION** APPOINTING A MEMBER OF THE BOARD OF ALDERMEN TO THE POSITION OF ACTING PRESIDENT FOR A TERM OF ONE YEAR OR UNTIL A SUCCESSOR IS APPOINTED. Point of Contact: Teresa Henry, City Clerk.

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

A Board vote was conducted by anonymous ballot and the vote tally was as follows:

Ryan Myers – 5
Steve Meyers – 4

Alderman Ryan Myers was elected 2018-2019 Mayor Pro Tem.

OLD BUSINESS

- SECOND READING: Amended Bill No. 6463-18, Section III-A-9. AN ORDINANCE** CALLING AN ELECTION IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI TO BE HELD ON THE 7TH DAY OF AUGUST, 2018 FOR THE PURPOSE OF SUBMITTING A QUESTION TO THE QUALIFIED VOTERS OF THE CITY OF RAYTOWN TO INCREASE THE GENERAL PROPERTY TAX RATE FOR ALL SUBCLASSES OF PROPERTY TO \$1.00 PER ONE HUNDRED DOLLARS OF ASSESSED VALUATION IN COMPLIANCE WITH STATE LAW, PRESCRIBING THE FORM OF BALLOT TO BE USED THEREAT, SETTING OUT THE FORM OF NOTICE OF SAID ELECTION AND DIRECTING ITS PUBLICATION. Point of Contact: Tom Cole, City Administrator.

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

Tom Cole, City Administrator, remained available for any discussion.

Alderman Black, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 9-0.

Ayes: Aldermen Black, Mims, Hunt, Moore, Greene, Van Buskirk, Aziere, Myers, Meyers
Nays: None

Became Ordinance 5565-18

- SECOND READING: Amended Bill No. 6464-18, Section III-A-9. AN ORDINANCE** AUTHORIZING AND DIRECTING SUBMISSION AT THE PRIMARY ELECTION TO BE HELD ON AUGUST 7, 2018 TO THE QUALIFIED VOTERS OF THE CITY OF RAYTOWN, MISSOURI THE QUESTION OF WHETHER THE CITY SHALL IMPOSE A MOTOR FUEL FEE TO BE USED TO FUND THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR, AND SIGNING OF ROADS AND STREETS AT THE RATE OF TWO CENTS (\$0.02) PER GALLON TO BE IMPOSED ON ALL MERCHANTS FOR THE SALE OF FUEL USED FOR PROPELLING MOTOR VEHICLES PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF ARTICLE IV SECTION 30(A) OF THE MISSOURI CONSTITUTION AND IMPOSING SUCH TAXES IF APPROVED BY THE QUALIFIED VOTERS VOTING THEREON. Point of Contact: Tom Cole, City Administrator.

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

Tom Cole, City Administrator, disclosed that QuikTrip attempted to contact him regarding this item, but he has not heard back from them since that initial attempted contact. Tom Cole remained available for any discussion.

Alderman Meyers, seconded by Alderman Greene, made a motion to adopt. The motion was approved by a vote of 7-2.

Discussion included current motor fuel taxes and the State's plan for a fuel tax as well.

Ayes: Aldermen Meyers, Greene, Hunt, Moore, Black, Aziere, Myers,
Nays: Aldermen Van Buskirk, Mims

Became Ordinance 5566-18

5. **SECOND READING: Amended Bill No. 6465-18, Section III-A-9. AN ORDINANCE IMPOSING A USE TAX AT THE RATE OF TWO AND ONE-HALF PERCENT (2.5%) FOR THE PRIVILEGE OF STORING, USING, OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISION OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED, OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE PRIMARY ELECTION CALLED AND TO BE HELD IN THE CITY ON AUGUST 7, 2018, AND PROPOSING THE FORM OF THE BALLOTS TO BE EMPLOYED AT SAID ELECTION AND DIRECTING THE CITY CLERK TO DO ALL THINGS CALLED FOR BY LAW IN CONNECTION WITH THE HOLDING OF SAID ELECTION.** Point of Contact: Tom Cole, City Administrator.

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

Tom Cole, City Administrator, remained available for any discussion.

Discussion focused on the language of the item and similar items on various Missouri municipalities' April 2018 ballots.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt. The motion was approved by a vote of 6-3.

Ayes: Aldermen Mims, Myers, Aziere, Greene, Hunt, Van Buskirk
Nays: Aldermen Meyers, Black, Moore

Became Ordinance 5567-18

6. **Amended R-3062-18: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 FREIGHTLINER M2 CHASSIS AND A ELGIN CROSSWIND REGENERATIVE AIR STREET SWEEPER FROM KEY EQUIPMENT OFF THE MISSOURI DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$250,000.00.** Point of Contact: Damon Hodges, Public Works Director.

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

Damon Hodges, Public Works Director, remained available for any discussion.

Discussion involved the warranty, delivery date, and future use of the sweeper.

Alderman Meyers, seconded by Alderman Moore, made a motion to adopt. The motion was approved by a vote of 9-0.

Ayes: Aldermen Meyers, Moore, Myers, Black, Greene, Hunt, Van Buskirk, Aziere, Mims
Nays: None

Mayor McDonough called for a five-minute recess.

Mayor McDonough reconvened the meeting at 9:21 p.m.

NEW BUSINESS (continued)

7. **FIRST READING: Bill No. 6466-18, Section V-A. AN ORDINANCE** AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$58,418.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, and Chuck Ferguson, Vice President of Regional Planning for the KCATA, remained available for any discussion.

Discussion regarded the details of the agreement and the average use of the current Raytown route.

8. **R-3077-18: A RESOLUTION** AUTHORIZING AND APPROVING AN ORGANIZATION RESOLUTION AND AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND UMB BANK, N.A. Point of Contact: Teresa Henry, City Clerk.

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

Teresa Henry, City Clerk, remained available for any discussion.

Alderman Van Buskirk, seconded by Alderman Myers, made a motion to adopt. The motion was approved by a vote of 9-0.

Ayes: Aldermen Van Buskirk, Myers, Meyers, Greene, Mims, Moore, Aziere, Hunt, Black
Nays: None

9. **R-3078-18: A RESOLUTION** APPROVING AN AMENDED FORMAL AND COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF RAYTOWN, MISSOURI RELATING TO FOOD TRUCKS AND LIQUOR. Point of Contact: Missy Wilson, Interim Finance Director/Economic Development Administrator.

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

Missy Wilson, Interim Finance Director/Economic Development Administrator, remained available for any discussion.

Discussion compared this fee with brick-and-mortar business fees and its potential impacts.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt.

Discussion continued.

Alderman Meyers, seconded by Alderman Black, made a motion to table to a date uncertain.

The motion to table to a date uncertain failed by a vote of 4-5.

Ayes: Aldermen Meyers, Black, Greene, Moore
Nays: Aldermen Hunt, Aziere, Mims, Van Buskirk, Myers

Alderman Mims' motion to adopt was approved by a vote of 5-4.

Ayes: Aldermen Mims, Myers, Van Buskirk, Aziere, Hunt
Nays: Aldermen Greene, Moore, Black, Meyers

10. **R-3079-18: A RESOLUTION** APPROVING AN AMENDED FORMAL AND COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF RAYTOWN, MISSOURI RELATING TO ANIMAL CONTROL. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, remained available for any discussion.

Discussion involved animal control staff time and the proposed fee rates.

Alderman Myers, seconded by Alderman Aziere, made a motion to adopt.

Discussion continued.

The motion was approved by a vote of 9-0.

Ayes: Aldermen Myers, Aziere, Moore, Hunt, Mims, Black, Meyers, Greene, Van Buskirk
Nays: None

11. **R-3080-18: A RESOLUTION** APPROVING AN AMENDED FORMAL AND COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF RAYTOWN, MISSOURI RELATING TO BUILDING AND CONSTRUCTION. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, remained available for any discussion.

Alderman Myers, seconded by Alderman Mims, made a motion to adopt.

Discussion continued.

The motion was approved by a vote of 9-0.

Ayes: Aldermen Myers, Mims, Greene, Van Buskirk, Hunt, Meyers, Aziere, Black, Moore
Nays: None

12. **R-3081-18: A RESOLUTION** APPROVING AN AMENDED FORMAL AND COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF RAYTOWN, MISSOURI RELATING TO PLANNING AND ZONING. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, remained available for any discussion.

Alderman Myers, seconded by Alderman Mims, made a motion to adopt.

Discussion went through the proposed Planning & Zoning fees.

The motion was approved by a vote of 6-3.

Ayes: Aldermen Myers, Mims, Black, Hunt, Aziere, Meyers

Nays: Aldermen Greene, Moore, Van Buskirk

CLOSED SESSION

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or

610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Alderman Mims, seconded by Alderman Black, made a motion to adjourn and reconvene in Closed Session. The motion was approved by a vote of 9-0.

Ayes: Aldermen Mims, Black, Hunt, Van Buskirk, Meyers, Moore, Myers, Greene, Aziere

Nays: None

ADJOURNMENT

The meeting adjourned at 11:20 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: April 11, 2018
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Resolution No.: R-3082-18

Action Requested: Appointment to the Board of Aldermen.

Analysis: Eric Teeman resigned as a member of the Board of Aldermen on November 7, 2017. In accordance with RSMo., Section 79.280, a successor is appointed by the Mayor with the advice and consent of a majority of the remaining members of the Board of Aldermen.

Additionally, in accordance with RSMo., Section 79.280, such successor is to serve until the next regular municipal election and whereas the voters of the City of Raytown have approved four-year terms for members of the Board of Aldermen, the next regular municipal election in the City of Raytown will occur in April of 2019.

79.280. Vacancies in certain offices, how filled. — If a vacancy occurs in any elective office, the mayor or the person exercising the duties of the mayor shall cause a special meeting of the board of aldermen to convene where a successor to the vacant office shall be selected by appointment by the mayor with the advice and consent of a majority of the remaining members of the board of aldermen. If the vacancy is in the office of mayor, nominations of a successor may be made by any member of the board of aldermen and selected with the consent of a majority of the members of the board of aldermen. The board of aldermen may adopt procedures to fill vacancies consistent with this section. The successor shall serve until the next regular municipal election. If a vacancy occurs in any office not elective, the mayor shall appoint a suitable person to discharge the duties of such office until the first regular meeting of the board of aldermen thereafter, at which time such vacancy shall be permanently filled.

Budgetary Impact:

Not Applicable

A RESOLUTION APPOINTING DEREK WARD AS A MEMBER OF THE BOARD OF ALDERMEN, TO FILL THE POSITION OF FORMER ALDERMAN ERIC TEEMAN, UNTIL THE NEXT REGULARLY SCHEDULED MUNICIPAL ELECTION IN APRIL OF 2019

WHEREAS, Eric Teeman resigned as a member of the Board of Aldermen for the City of Raytown, Missouri, effective November 7, 2017; and

WHEREAS, in accordance with RSMo. Chapter 79, Section 79.280, a successor is appointed by the Mayor with the advice and consent of a majority of the remaining members of the Board of Aldermen; and

WHEREAS, in accordance with RSMo. Chapter 79, such successor is to serve until the next regular municipal election; and

WHEREAS, the voters of the City of Raytown have approved four-year terms for members of the Board of Aldermen, and the next regular municipal election in the City of Raytown will occur in April of 2019; and

WHEREAS, the Mayor desires to appoint Derek Ward, 8409 Maywood Avenue, Raytown, Missouri as Alderman Ward V to replace former Alderman Eric Teeman;

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

THAT Derek Ward, 8409 Maywood Avenue, Raytown, Missouri is hereby appointed to fill the vacant aldermanic position in Ward V of former Alderman Eric Teeman and such appointment is hereby approved by the Board of Aldermen;

FURTHER THAT Derek Ward shall serve until the next regular municipal election in the City of Raytown which will be held in April of 2019, or until such time as a successor is duly elected and qualified;

FURTHER THAT said appointment shall be effective immediately and the City Attorney is hereby directed to administer the oath of office to Derek Ward.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of April, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

DEREK A. WARD

8604 Maywood Ave., Raytown, MO 64138 | 816-863-1894 | derek.ward@mail.com

EDUCATION

University of Missouri, Kansas City

J.D.

2000

University of Kansas

B.G.S. Crime and Delinquency Studies

1995

PROFESSIONAL EXPERIENCE

Kansas City Power & Light Company

Real Estate Supervisor

July 2008 – Present

Supervise staff of four full time employees plus contract employees and external contractors. Department is responsible for the acquisition and management of all transmission easements and substation properties, including title work, surveying, appraisals and real estate closings. Draft, review and advise regarding real estate contracts, leases, deeds and other real estate transactions.

- 2012 to present - supervised easement acquisition for approximately 400 easements over 135 miles of 345,000-volt transmission right-of-way. Total project budget \$400,000,000+. Real estate purchase budget ~\$18,000,000. Coordinate outside counsel on condemnation matters, including dozens of condemnation hearings and one fully jury trial to-date. Serve as company representative at mediations, depositions, hearings and trials. Experience as fact witness in dozens of cases. Line placed in service Q1 2017 on time and on budget. Roughly 12 jury trials remain scheduled or pending.
- 2012 - sourced and purchased 77-acre tract for approximately \$825,000, anonymously, as a critical preliminary step before finalizing the 135-mile route.
- 2011 to 2016 - supervised easement acquisition on an approximately 35-mile 345,000-volt transmission line. Total project budget \$60,000,000+.
- 2010 - closed the purchase of a \$1,000,000 urban electrical substation parcel. Supervised zoning and planning work related to purchase

Aquila, Inc.

Real Estate Supervisor

September 2004 – July 2008

Supervised staff, including attorney, licensed surveyor and contract agents. Department was responsible the acquisition and management of some distribution easements, all transmission easements and substation properties. Supervised outside counsel in litigation matters. Represented company's interest at MEDA and in the General Assembly (as a lobbyist) during the 2005 eminent domain reform legislation.

Solo Practitioner**September 2000 - August 2004**

Handled a variety of general practice matters, including: contesting and administration of decedent estates; numerous guardianship and conservator estates; drafting and review of legal documents including deeds, contracts, settlements, construction and utility disputes; arbitration issues arising under the Federal Arbitration Act and the Missouri Arbitration Act, credit card and creditor disputes, UCCJA cases. Appellate experience includes two appearances in appellate courts (representing both appellants and respondents) and assisting with preparation for Supreme Court arguments. Assisted state legislators in the crafting of legislation successfully passed.

NOTEWORTHY CASES

- Client Confidential - Secured \$100,000 settlement from testate estate via will challenge.
- *Garcia-Huerta v. Garcia*, 2003 WD61483. Petitioner, Guadalupe Huerta, challenged the assessment of child support, arguing the Division of Child Support Enforcement lacked authority to do so. Petitioner (my client) lost in the trial court, but prevailed in the Western District.

PUBLICATIONS AND PAPERS

Co-author, *Condemnation Practice: Condemnation Hearing and Challenging the Right to Condemn*, Missouri Bar Practice Series. 2009

PROFESSIONAL LICENSES

Missouri Bar License #49925

Missouri Real Estate Broker License #2007016843

PROFESSIONAL MEMBERSHIPS

Missouri Bar Association

Federalist Society

Missouri Bar Eminent Domain Law Committee

Midwest Utility Real Estate Managers

Kansas City Regional Association of Realtors

CIVIC & COMMUNITY MEMBERSHIPS

Raytown Area Chamber of Commerce - Board of Directors

KCP&L Sponsor for Raytown Adopt-a-Road program

Compatriot, Sons of the American Revolution

CITY OF RAYTOWN
Request for Board Action

Date: April 11, 2018

Bill No. 6467-18

To: Mayor and Board of Aldermen

Section No.: XIII

From: Michael Swan, Planning & Zoning Coordinator

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____

Action Requested: Consideration of a final plat for Tidal Wave Auto Spa.

Recommendation: The Planning & Zoning Commission voted (6-0) to recommend approval of the final plat subject to three (3) conditions.

Analysis: Jason Roudebush, Olsson Associates, is requesting approval of a final plat for Tidal Wave Auto Spa. Mr. Roudebush is working on behalf of Tidal Wave Auto Spa and Block & Co. to plat the existing parcels into one lot for the future carwash. The vacated right-of-way (formerly 75th Street) is included in this one-lot subdivision as it will be under the control and maintenance will be provided by the future owner of this lot.

The private drive has a 45' Utility Easement and cross-access agreement have been executed between all adjacent property owners. Additionally, the existing curb cuts along Raytown Road and MO-350 will be removed and access will be limited to the private drive. The proposed subdivision has one lot. Public improvements include new sidewalks, curb and gutter, and resurfacing of the private drive.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the request or refer the plat back to the Planning & Zoning Commission for revisions and/or further review.

Budgetary Impact: This application does not require the city to provide any funding.

Not Applicable

Additional Reports Attached:

- Staff Report from April 5, 2018 Planning & Zoning Commission meeting
- Minutes from April 5, 2018 Planning & Zoning Commission meeting
- PC Recommendation Letter from April 9, 2018

AN ORDINANCE APPROVING THE FINAL PLAT OF TIDAL WAVE AUTO SPA, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application PZ-2018-03, submitted by Jason Roudebush, Olsson Associates, requesting approval of the Final Plat of Tidal Wave Auto Spa, a subdivision of the City of Raytown, Jackson County, Missouri, was referred to the Planning Commission; and

WHEREAS, the Planning Commission considered the application on April 5, 2018, and by a vote of 6 in favor and 0 against rendered a report to the Board of Aldermen recommending that the final plat be approved; and

WHEREAS, the Board of Aldermen considered the application on April 17, 2018, finds and declares that the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown in their use of public right-of-ways and rendered a decision to approve the final plat.

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

SECTION 1 – APPROVAL OF PLAT. That the Final Plat of Tidal Wave Auto Spa, a subdivision in the City of Raytown, Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein, is hereby approved, platting the following described property:

All of vacated E. 75th Street as vacated by Ordinance No. 5564-18 on March 20, 2018, Part of Lot 5, T.W. Greene Homestead and all of Tract B, RAYTOWN CROSSING – SECOND PLAT, both begin a subdivision of land in the Southwest Quarter of Section 9 and Northwest Quarter of Section 16, in Township 48 North, Range 32 West of the 5th Principal Meridian in the City of Raytown, Jackson County, Missouri being bounded and described as follows: Beginning at the Northwest corner of said Lot 5, said corner also being the intersection of the East right-of-way line of Raytown Road, as now established and the Southwesterly right-of-way line of Missouri Highway 350, as now established; thence South 45°49'57" East along said Southwesterly right-of-way line, 359.31 feet to the Northeast corner of said Tract B; thence South 44°10'03" West, along the East line of said Tract B, 48.48 feet (49.91' Plat) to the Southeast corner of said Tract B, said corner also being a point on the West line of Lot 2, said RAYTOWN CROSSING – SECOND PLAT, thence South 03°01'07" West, along said West line, 45.00 feet to a point on the South line of said vacated E. 75th Street; thence North 86°42'06" West, along said South line, 232.03 feet to a point on the East right-of-way line, 316.88 feet to the Point of Beginning. Containing 50,831 square feet or 1.17 acres, more or less.

SECTION 2 – CONDITIONS OF APPROVAL. That the Final Plat of Tidal Wave Auto Spa be approved subject to the following conditions:

1. The City shall receive recorded copies of deeds of transfer showing that the developer owns all of the private drive prior to the signing of the plat.

- 2. The City shall receive recorded copies of signed access agreements prior to the signing of the plat.
- 3. All public improvements (up to the "Construction Cap") shall be completed prior to the issuance of a final certificate of occupancy by the City as described in the Development Agreement by and between the City of Raytown, Missouri and TW Macon, LLC dated November 7, 2017.

SECTION 3 – DEDICATION OF RIGHT-OF-WAY. That the dedication to the City of Raytown for street right-of-way as shown on the plat, not heretofore dedicated to the public is hereby accepted for the purpose as therein set out.

SECTION 3 – DEDICATION OF UTILITY EASEMENT. That the dedication to the City of Raytown of an easement or license to locate, construct and maintain or to authorize the location, construction, and maintenance and use of conduits for all or any purpose including but not limited to water, gas, sewer mains, poles and wires or all or any of them, over under and along the strips of land marked "UTILITY EASEMENT" or "U/E" is hereby accepted for the purposes as therein set out.

SECTION 4 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 6 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 17TH day of April, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

April 9, 2018

VIA ELECTRONIC MAIL
mswan@raytown.mo.us

Mr. Michael Swan
Planning & Zoning Coordinator
10000 E. 59th St.
Raytown, Missouri 64133

Re: Board of Aldermen Approval of PZ2018-03

Dear Mr. Swan:

The Planning and Zoning Commission's approval of the Final Plat places the above-referenced matter on the Board of Aldermen's April 17th docket for a first reading. A second reading would ordinarily take place on May 1st. The timing of the second reading creates a hardship for the Applicant because both the Development Agreement and the Real Estate Purchase Agreement specify a closing date on or before April 30, 2018.

Under Raytown Code § 2-501(b), the second reading of a bill may be made during a meeting in which the bill is introduced provided that a suspension of the rule for said purpose is approved by a two-thirds vote of the Aldermen. The Applicant first submitted its plat application on January 24, 2018, and diligently worked with Staff to correct and resolve all issues. The Staff Report recommended, and the Planning and Zoning Commission unanimously approved, the Applicant's request for Final Plat Approval.

The Applicant respectfully requests that the Board of Aldermen entertain a motion to suspend the rules under Code § 2-501(b) to allow the Applicant to meet its contractual obligations and move forward with the development of the property.

Very truly yours,



Christopher M. Mattix

CMM:cmm

cc: Mr. Pettey Hardin, via e-mail venturecarwash@yahoo.com
Mr. Thomas Wells, via e-mail twells@kdsllc.net
Sandra S. Watts, Esq., via e-mail swatts@whitegoss.com

{33285 / 69157; 807488. }



Community Development Department

10000 E 59th Street

Raytown, MO 64133-3993

Phone: 816-737-6059 Fax: 816-737-6164

Email: mswan@raytown.mo.us

To: Jason Roudebush, PLS
Date: April 9, 2018
RE: PZ 2018-03 Final Plat for Tidal Wave Auto Spa
Address: 10001 E. MO-350 Hwy.

On April 5, 2018 the City of Raytown Planning and Zoning Commission voted (6-0) to recommend approval of the Final Plat for Tidal Wave Auto Spa subject to the following conditions:

1. The City shall receive recorded copies of deeds of transfer showing that the developer owns all of the private drive prior to the signing of the plat.
2. The City shall receive recorded copies of signed access agreements prior to the signing of the plat.
3. All public improvements (up to the "Construction Cap") shall be completed prior to the issuance of a final certificate of occupancy by the City as described in the Development Agreement by and between the City of Raytown, Missouri and TW Macon, LLC dated November 7, 2017.

This case is scheduled to have the first reading by the Board of Aldermen on **Tuesday, April 17, 2018 at 7:00pm** in Council Chambers at City Hall. You or your representative must be present to answer questions.

Sincerely,

A handwritten signature in blue ink that reads "Michael Swan".

Michael Swan
Planning & Zoning Coordinator
10000 E 59th St.
Raytown, MO 64133-3993
816-737-6059
mswan@raytown.mo.us

**CITY OF RAYTOWN
PLANNING & ZONING COMMISSION**

MINUTES

April 5, 2018

7:00 pm

Raytown City Hall

Board of Aldermen Chambers

10000 East 59th Street

Raytown, Missouri 64133

1. Welcome by Chairperson

2. Call meeting to order and Roll Call

Wilson:	Present	Emerson:	Present	Stock:	Present
Bettis:	Absent	Robinson:	Present	Lightfoot:	Absent
Hartwell:	Present	Dwight:	Absent	Meyers:	Present

3. Approval of April 5, 2018 Meeting Minutes

- a) Revisions - None
- b) Motion - Approved
- c) Second - Approved
- d) Additional Board Discussion - None
- e) **Vote – Approved (6-0)**

4. Old Business

5. New Business

A. Case No.: PZ-2018-03 (Final Plat for Tidal Wave Auto Spa)

Applicant: Jason Roudebush PLS, Olsson Associates

1. Introduction of Application by Chair

Mr. Wilson introduced PZ-2018-03

2. Explanation of any exparte' communication from Commission members regarding the application

None

3. Enter Additional Relevant City Exhibits into the Record:

- a. Staff report
- b. Final Plat
- c. Plat Application
- d. Plat Checklist
- e. Staff Review Letter & Applicant Responses
- f. City of Raytown Zoning Regulations, as amended
- g. City of Raytown Subdivision Regulations, as amended

h. City of Raytown Comprehensive Plan

4. Introduction of Application by Staff

Mr. Swan re-introduced PZ 2018-03 to the board.

Applicant has been asked to help with platting this property. As it sits currently there are two larger lots which are being combined to eliminate the property lines and to include the vacated portion of 75th street. This will become part of the development and maintained by the developer Tidal Wave. Access agreements are in the process of being signed and recorded with Jackson County and it is contingent on that being done.

Staff does recommend approval of this final plat, subject to three conditions

There have been revisions since the staff report was published:

#3 – Due to the development agreement that was signed between the City of Raytown and T W Macon, which was the developer.

Instead of the improvements are made before the plat is recorded, we are going to go off the development agreement that says that the public improvements need to be completed prior to the final issuance of a final certificate of occupancy, which is what was agreed upon in this agreement.

5. Presentation of Application by Applicant - None
6. Additional Staff Comments and Recommendation - None
7. Board Discussion - None
8. Board Decision to Approve, Conditionally Approve or Deny the Application
 - a. Motion – Emerson Approved
 - b. Second – Second
 - c. Additional Board Discussion - None
 - d. Vote – **Approved (6-0)**

Next steps:

First reading conducted on April 17, 2018, Tuesday, 7:00 p.m.

Second reading tentatively planned for Tuesday May 1st.

Applicant had another question.

Does the order become effective once it passes the second reading or is there a waiting period?

Mr. Swan: The three conditions that were outlined. The city receives the recorded copies of the deeds of transfer and that we also receive copies of the signed access agreement and the second reading has taken place. Then the city would go forward with signing of the plat and signature by the mayor.

Point of Order: There could be a possibility that the board of alderman can waive suspension of rules and do the second reading the same evening of the first reading.

B. Case No.: PZ-2018-04 (Conditional Use Permit – Vehicle/Equipment Rental)

Applicant: David Roush, Tint Zone

1. Introduction of Application by Chair

Mr. Wilson introduced PZ-2018-04

2. Open Public Hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - A. Staff report
 - B. Conceptual Site Plan
 - C. CUP Application
 - D. Staff Review Letter & Applicant Responses
 - E. Publication of Notice of Public Hearing in Daily Record Newspaper
 - F. Public Hearing Notices mailed to property owners within 185-feet of subject property.
 - G. City of Raytown Zoning Ordinance, as amended
 - H. City of Raytown Comprehensive Plan
5. Explanation of any exparte' communication from Commission members regarding the application
6. Introduction of Application by Staff

Mr. Swan: re-introduced PZ 2018-04 to the board.

Parcel is zoned neighborhood commercial, therefore a vehicle rental business that requires conditional Use Permit. It is also within the central business district design corridor and has its own design standards that are applicable to redevelopment and new development.

Parcel is ¼ acre and both roads 63rd St and Raytown Rd are classified as collector

David Roush: 8517 Ditzler Ave

Bring in only 3 or 4 trucks and park on the south side of the building and as far back as possible. Trucks would most likely be in use most of the time and not be there anyway.

David did not read the recommendation on the staff report before the meeting. States he was not provided the information that was emailed to the applicant on March 27th.

Staff recommendation is denial of this use case.

Mrs. Stock asked about minutes from the public meeting. Public meeting was held, but no one attended. Short notes within the staff report.

Mrs. Emerson asked how many trucks would be rented per day and for how long.

David responded that two at the very least and hoped that they would all be gone.

7. Request for Public Comment –

Robert Herdon: 512 NE Park Dr., Lee's Summit

Works for U-Haul as an area field manager. Explained limitations on what kind and how many U-haul trucks they provide.

Water company that took over the bank building may be willing to allow for parking in their lot, so that they are not visible from the 63rd St and Raytown Rd intersection. Can exit onto Residents are going elsewhere to rent these trucks, so Raytown is losing income (approx. \$75,000), both by the rentals and the customers spending money in other businesses within Raytown.

Steve Gunther: 11705 E 71st Ct

Property owner in downtown.

Major objection would be any trucks along 63rd St and Raytown Rd.

Not opposed to the rental, but they need to work with the water company to store their trucks.

9. Additional Staff Comments and Recommendation –

Mr. Swan: Went over the background. No open space and the parking lot consumes everything but the building. Access limited to Raytown Rd. Is in the Central Business District of the design corridor. This was the site of William Rays Blacksmith shop and commemorated by a placard.

Public notice was published back in February due to the late scheduling of the information meeting. The case was continued from March 1st to today.

The Community Development Dept. received two letters, one in favor by the owner and one against from the Downtown Main Street Coalition.

Analysis –

- Stability and integrity of the various zoning districts. Zoned neighborhood commercial.
- Prevention of traffic congestion as both of these streets are classified as collective roadways.
- With the proposed use, we have concerns about it creating some congestion at times when people are exiting the parcel due to the limited width of the driveway with the approach.
- Public Works has a concern about the tight curb radius and that it can prove problematic for U-haul customers who are not accustomed to driving trucks.
- Promotion of traffic safety and orderly parking of vehicles. Parking is limited as there are only three parking spaces. One may be large enough to accommodate two trucks. The business is required to have four parking spaces. As far as parking at a different site, the Conditional Use Permit is specific to one parcel.
- Prevention of overcrowding of this parcel.
- This would fit more into the commercial zoning class.
- This property has the most prominent view downtown. Abundance of signage distracts from the historical marker.
- Downtown image, rentals are contrary, as we are creating unique to pedestrian friendly destination

Proposed use does not comply with long term development.

Can have this vote postponed till the next meeting with the use of the adjoining parking lot.

Recommendations:

To delay or move forward.

Applicant would like to delay.

10. Board Discussion –

Putting big trucks on that property is not the best place for them. Trying to improve downtown

Mr. Meyers: What the commission has to look at and the defined regulations that your business is not going to meet. Parking issues, design standards that you are not meeting.. Hopefully, can get the offsite parking. Can't make a vote tonight on something that may happen. A signed document from Mr Clevenger that he agrees to this.

Mrs. Stock: Would be happy if you could keep the trucks at the old bank building.

11. Close Public Hearing

12. Board Decision to Approve, Conditionally Approve, Deny or Postpone

- a. Motion to Postpone to date certain of May 3, 2018 – Emerson
- b. Second – Meyers
- c. Additional Board Discussion
- d. **Vote – 'Yes' 6-0**

13. Set Future Meeting Date - Thursday, May 3, 2018 at 7:00 PM

14. Adjourn



Staff Report

Community Development
Planning and Development Services

PZ 2018-03

To: City of Raytown Planning and Zoning Commission
From: Michael Swan, Planning and Zoning Coordinator
Date: April 5, 2018
Re: Application for Final Plat
Agenda Item: 5A

PLAT APPLICATION SUMMARY

Applicant: Olsson Associates, Inc.
Project Contact: Jason Roudebush, PLS
Property Location: 75th Street and Raytown Road – 10001 E. MO-350 Hwy.
Property Owners: Raytown Wash, Raytown 350 INV Group and Raytown Auto Developers – Block and Company Inc.
Request: Approval of a final plat for a 1-lot subdivision

SITE DATA

Legal Description: All of vacated E. 75th Street as vacated by Ordinance No. 5564-18 on March 20, 2018, Part of Lot 5, T.W. Greene Homestead and all of Tract B, RAYTOWN CROSSING – SECOND PLAT, both begin a subdivision of land in the Southwest Quarter of Section 9 and Northwest Quarter of Section 16, in Township 48 North, Range 32 West of the 5th Principal Meridian in the City of Raytown, Jackson County, Missouri being bounded and described as follows: Beginning at the Northwest corner of said Lot 5, said corner also being the intersection of the East right-of-way line of Raytown Road, as now established and the Southwesterly right-of-way line of Missouri Highway 350, as now established; thence South 45°49'57" East along said Southwesterly right-of-way line, 359.31 feet to the Northeast corner of said Tract B; thence South 44°10'03" West, along the East line of said Tract B, 48.48 feet (49.91' Plat) to the Southeast corner of said Tract B, said corner also being a point on the West line of Lot 2, said RAYTOWN CROSSING – SECOND PLAT, thence South 03°01'07" West, along said West line, 45.00 feet to a point on the South line of said vacated E. 75th Street; thence North 86°42'06" West, along said South line, 232.03 feet to a point on the East right-of-way line, 316.88 feet to the Point of Beginning. Containing 50,831 square feet or 1.17 acres, more or less.

Land Use Data	
Surrounding Zoning	Highway Commercial (HC)
Surrounding Overlay	Highway 350 Design Corridor
Surrounding Land Use	Commercial
Designated Future Land Use	Commercial
Ward(s)	Ward 2
Approximate Land Area	1.17 acres
Roadway Classification	Arterial & State Highway



Figure 1 – Proposed Tidal Wave Auto Spa Subdivision

BACKGROUND

SITE DESCRIPTION AND PRESENT USE

The property to be platted is approximately one acre at the northeast corner of vacated 75th Street and Raytown Road. Historically, the site has been occupied by commercial uses such as a gas station and a manual car wash. Currently, the property is vacant. The final plat is proposed as the applicant is seeking to consolidate three parcels so that the site can be redeveloped as a carwash (Tidal Wave Auto Spa).

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The surrounding properties are part of an ongoing commercial redevelopment project. The properties to the south were replatted in 2010 and 2016. The neighborhood is a commercial corridor occupied primarily by a variety of commercial uses. MO-350 traverses the area and has an annual average daily traffic (AADT) count of 35,655 vehicles. Beyond the highway commercial corridor, there are traditional, low-density single-family residences.



Staff Report

Community Development
Planning and Development Services

HISTORY

The existing parcels were originally platted in 1918 as part of the T.W. Greene Homestead Subdivision. The parcel was previously occupied by a gas station and self-service car wash. According to Missouri DNR records, all underground storage tanks were removed in May 2005 and a No Further Action (NFA) letter was issued in June 2006. According to City records, all buildings and accessory structures were demolished in 2011.

In 2005, the City of Raytown entered into a development agreement with Raytown 350 INV Group as part of the TIF agreement. Raytown 350 INV Group is the Master Developer of this TIF district. Throughout 2006, MODOT and the City of Raytown participated in the creation of the "350 Highway/ Blue Parkway Corridor Plan", a long-term land use and transportation plan for the redevelopment of the corridor. One goal of the plan was to vacate 75th St. right-of-way once the surrounding properties are redeveloped.

Phase 1 (I-HOP) was completed in 2011 and part of Phase II (Freddy's) was completed in 2017. Both properties were platted in 2010 and 2016 respectively. Phase III encompasses the proposed subdivision which will be developed as an automatic auto spa.

In October 2017, a conditional use permit (CUP) was granted to Tidal Wave Auto Spa to allow for the construction of a car wash. In March 2018, the portion of 75th Street between Raytown Road and the west line of Lot 2, Raytown Crossing – Second Plat was vacated by the Board of Aldermen.

FINDINGS OF FACT

1. Consistency with the approved preliminary plat

A preliminary plat for the entire Raytown Crossing redevelopment was approved by the Planning and Zoning Commission in August 2010. The final plat is consistent with the approved preliminary plat as well as the site plan approved for the Conditional Use Permit of Tidal Wave Auto Spa in November 2017.

2. Conformance to the City of Raytown Ordinances

Staff has reviewed the submitted final plat with respect to the City of Raytown Subdivision Regulations (Chapter 38) and Zoning Regulations (Chapter 50). Staff has determined that the plat contains all necessary information as required by the Subdivision and Zoning regulations.

3. Suitability of the land for subdivision development

Denoted as Lot 4 (Phase III redevelopment) on the preliminary plat, the site was intended to be redeveloped as a retail/restaurant pad site. The proposed use, an auto spa, is a better fit given the lot size and irregular shape of the proposed one-lot subdivision. The proposed lot meets the land use requirements of the HC zoning class. The property is suitable for development as it was previously developed and existing streets, utilities and public facilities are available to the site.

4. Consistency with adjoining uses and platted property

All adjoining, existing uses are commercial properties with lots comparable in size and development consistent with the Highway 350 Corridor Design Standards. All surrounding parcels in the development area are zoned Highway Commercial (HC) and have been



Staff Report

Community Development
Planning and Development Services

platted with the exception of a parcel owned by an advertising company that is occupied by a single billboard sign.

5. Adequacy of public facilities and utilities to serve the proposed development

All necessary utilities are available as the site was previously occupied by commercial uses. Additionally, the developer will provide several public improvements for this redevelopment project. Vacated 75th Street will be retained as a 45 ft. utility easement.

Water: There is an existing water main along vacated 75th Street and Raytown Road. Water will be provided by Jackson County PWSD #2.

Sanitary Sewer: There is an existing sanitary sewer main along vacated 75th Street and Raytown Road. The sanitary sewer easement along MO-350 will be vacated will be vacated with the signing of this final plat.

Storm Sewer: There are existing storm sewer lines located along Raytown Road and westbound MO-350.

Streets: The property will be accessible via the private drive (vacated 75th Street) that is included in this one-lot subdivision. The private drive has a primary access point at Raytown Road which will be converted into a right-in/right-out intersection. Additionally, traffic can access westbound MO-350 via said private drive as well as other properties within the Raytown Crossing development. The existing curb cuts along Raytown Road and MO-350 will be removed during development of this parcel.

Sidewalks/Curb & Gutter: The developer will construct an 8ft sidewalk along Raytown Rd., a 5ft sidewalk along West MO-350, and curb & gutter along the perimeter of the property.

Construction of these improvements is subject to approval of engineering plans by the City of Raytown Public Works Department and the Missouri Department of Transportation for those improvements located within the MO-350 right-of-way.

6. Consideration of planning principles on site including lot layout and topography

The topography of the site does not present any issues. Lot layout is in accordance with sound land-use planning principles and is logical given the irregular shape of the parcels. The new access configuration promotes safer access to the proposed lot. As 75th Street has been vacated, cross access easements have been created between all property owners in the Raytown Crossings development to provide ingress and egress to said parties along the private drive. The new development, Tidal Wave Auto Spa, will be responsible for the maintenance of the private drive. A gateway sign easement will be dedicated to the City to place a new gateway sign at this prominent intersection per the recommendation of the Highway 350 Corridor Plan.

RECOMMENDATION

Staff recommends approval of Case No. PZ 2018-03, Final Plat – Tidal Wave Auto Spa. subject to the following conditions:

1. The City shall receive recorded copies of deeds of transfer showing that the developer owns all of the private drive prior to the signing of the plat.
2. The City shall receive recorded copies of signed access agreements prior to the signing of the plat.
3. All public improvements shall be completed prior to final approval and recording of plat.

TRANSMITTAL

	Overnight
	Regular Mail
	Hand Delivery
X	Courier

TO:	Planning and Zoning	DATE:	January 23, 2018
ADDRESS:	City of Raytown 10000 East 59 th Street Raytown, MO 64133	PROJECT #:	017-2721
FROM:	Jason Roudebush, PLS	PHASE:	600
RE:	Tidal Wave Auto Spa	TASK:	600001

QUANTITY	DESCRIPTION
1	Application for Final Plat
1	Check no. 1118 in the amount of \$103.00
1	Title Report
8	Copies of the Final Plat

REMARKS:		NOTES:
<input checked="" type="checkbox"/>	For your approval	
<input type="checkbox"/>	For your use	
<input type="checkbox"/>	As requested	
<input type="checkbox"/>	For review & comment	
<input type="checkbox"/>	Other	
<input type="checkbox"/>	Comments	

CC: File



Case Number 2018-03
Date Received 01/24/18
Fee Paid \$100.00 + \$3.00/lot

City of Raytown Application for Final Plat

1. Name, address and phone number of property owner(s):
~~TW Raytown Real Estate, LLC~~
~~124 Thompson Street~~
~~Thomaston, GA 30286~~
~~706 975 5945~~

2. Name, address, phone and fax numbers of engineer(s) or surveyor(s) preparing the plat:
Olsson Associates, Inc.
Jason Bourdebush
1301 Burlington #100
North Kansas City MO 64116

3. Name, address and phone number of developer(s):
SHJ Construction Group

124 East Thompson Street

Thomaston, Georgia 30286

706 647 0414

4. Legal description of the land to be subdivided (please attach a deed showing the legal description and the ownership of the tract(s) on a separate sheet).
Attached Title Report - To be Transferred as one owner @ closing.
5. Approximate street address or location:
10001 East MO 350 Hwy., Raytown, MO 64133

6. Name of proposed subdivision:
Tidal Wave Auto Spa

7. We, the undersigned, do hereby authorize the submittal of this application and associated documents and certify that all the information contained therein is true and correct (signatures of property owners). developer

Scott Blackstock

Scott Blackstock, Owner
SHJ Construction Group

8. Site Characteristics

A. Total acreage of subdivision:

46,322 SQ FT. 1.06 AC

E. Total number of lots:

1

B. Acreage this phase (if applicable):

N/A

F. Lots this phase (if applicable):

N/A

C. Current zoning classification:

HC

G. Lot Area

Maximum: _____

D. Proposed zoning classification (if applicable):

Minimum: _____

Average: _____

9. Public Improvements

Public improvements are required for subdivisions of land in Raytown, such as public roadways, sidewalks, water, sanitary sewer, storm sewer, etc. All improvements must be constructed to City standards.

A. Streets:

Classification (local, collector or arterial): _____

Proposed surface material: _____

Length of roadway: _____

Maximum grade: _____



How will the configuration of streets in this development fit with the transportation network of Raytown? How will the traffic generated from this development affect the traffic circulation in the area? Explain in detail on separate sheets.

B. Will this development be served by public water? Yes

C. Will this development be served by public sanitary sewer? Yes

- D. Will this development be served by public storm sewer? Yes
- E. Describe the drainage plan for this development, including any easements. Please attach a separate sheet. Subject property served by existing storm sewer and off-site detention basin
- F. Will parkland or green space be dedicated? No, but will incl. sign esmt. to the City of Raytown

10. Construction Guarantee

The City of Raytown Subdivision Regulations offer 4 options for construction of public improvements within the City. Developers must indicate the options elected.

Option 1: Complete all required public improvements prior to Board of Aldermen final approval and recording of the plat.

Option 2: Post a performance bond to the benefit of the City in the amount of the remaining construction costs. Bonds are presented to the Board of Aldermen with the final plat.

Option 3: Enter into an escrow agreement for the remaining construction costs. Escrow agreements are presented to the Board of Aldermen with the final plat.

Option 4: Delay construction or bonding until final approval, upon which an escrow agreement or performance bond for 110% of the construction costs must be submitted.

All public improvements must be inspected. No Certificates of Occupancy will be issued before final approval of the public improvements. Developers must file a maintenance bond for 25% of the cost of construction to run for 2 years before acceptance of the improvements by the Raytown Board of Aldermen.

Option selected for street construction: Option 1

Option selected for sanitary sewer construction: N/A

Option selected for storm sewer construction: Option 1

Option selected for other construction: _____

Option selected for other construction: _____

Have construction plans for the improvements been submitted to the Community

Development Department? Yes

11. Required Submittals

Eight (8) copies of the plat are required for initial review by staff and the utilities serving the proposed development. Upon review, a letter detailing any required revisions will be released. Ten (10) days prior to the Planning Commission meeting copies of the revised plat must be submitted in the following formats: **Twenty Five (25)** full size folded paper copies and an electronic copy.

Unless Option 4 is selected, construction plans for the City maintained public improvements must be submitted and approved before the final plat can be placed on the agenda of the Planning Commission. Streets, streetlights, sidewalks, sanitary sewer, and storm sewer must be designed in accordance with the most current APWA regulations. In addition, Missouri Department of Natural Resources must approve water and sanitary sewer lines. Copies of letters of authorization from the Department of Natural Resources should be provided to the Raytown Public Works Department. Developers must also submit **two (2) sets of construction plans** to the Raytown Public Works Department and an electronic copy of the plans.

The Raytown Planning Commission may approve, conditionally approve or deny the plat. If the plat is approved or conditionally approved, the plat may be presented to the Board of Aldermen. Additional copies will be required at that time, along with any required plat revisions or submittals associated with the construction of the public improvements. Following approval of the final plat by the Board of Aldermen **three (3) mylar copies, five (5) paper copies** of the approved final plat need to be provided to the Community Development Department all of which need to have been signed by the applicable property owners. The City will then apply the applicable signatures from city officials to each copy of the approved final plat. When all copies of the final plat have been signed the signed final plats shall be provide to the applicant for recording. **Following recording, one mylar copy and two paper copies of the recorded final plat will need to be returned to the Community Development Department.**

Further information is available at the Raytown Community Development Department at 816-737-6010.

CITY OF RAYTOWN
Request for Board Action

Date: April 11, 2018
To: Mayor and Board of Aldermen
From: Ray Haydaripoor, Director of Community Development Department

Bill No.: 6466-18
Section No.: V-A

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Approve a contract with the KCATA for the 2017-2018 Metro Bus Service.

Analysis: This is a demand-response public transportation service (Metro Service) that the City has provided under contract with the KCATA since April 2001. The City of Kansas City, Missouri also pays the same amount as the City of Raytown to the KCATA for the Metro Bus Service as the service area extends beyond Raytown to make connections with the rest of the KCATA network to the north and to the south within Kansas City.

The hours of operation for the Metro Service are from 6:00 a.m. to 10:00 a.m.; and from 2:30 p.m. to 6:30 p.m., Monday through Friday. The proposed agreement would maintain that level of service at a cost of \$58,418.00. The operational cost is within the amount budgeted by the City for this service. This contract will be for a 12-month period that mirrors the City's budget year.

Alternatives: The City could choose not to participate in the Metro Bus Service and risk losing this benefit for our citizens.

Budgetary Impact:

- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$58,418.00
Account: 204-00-00-100-53999
Fund: Transportation Sales Tax
Budget: \$60,000.00

AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$58,418.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the City of Raytown (the "City") is a city of the fourth class, with the authority pursuant to Chapter 70 of the Revised Statutes of the State of Missouri to enter into agreements with other political subdivisions; and

WHEREAS, the Kansas City Area Transportation Authority ("KCATA") is a body corporate and politic and a political subdivision of the states of Missouri and Kansas with the authority to enter into agreements with other political subdivisions; and

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the City desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997; and

WHEREAS, the City of Raytown desires to enter into an agreement with the KCATA for transit services as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

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

SECTION 1 - APPROVAL OF CONTRACT. That the Contract for Transit Services by and between the Kansas City Area Transportation Authority and the City of Raytown, Missouri, attached hereto and incorporated herein by reference, is hereby authorized and approved in an amount not to exceed \$58,418.000.

SECTION 2 - EXECUTION OF CONTRACT. That the City Administrator is authorized to execute the Contract and all documents necessary to the performance thereof, and the City Clerk is authorized to attest to the same.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 17th day of April, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service

RAYTOWN, MISSOURI

THIS CONTRACT, entered into this 17TH day of APRIL, 2018, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **RAYTOWN, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B", be operated by the KCATA for the period November 1, 2017, through October 31, 2018, unless sooner terminated under Paragraph "7" of this Contract.
2. The level of service as generally set forth in Attachment "B" shall not be changed or be modified without the consent of the Community.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.

4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$58,418** estimate is based on the following components of cost and revenue to applied to this Agreement:

Local Service Cost	\$92,616
Passenger Revenue	<u>\$(4,050)</u>
Estimated Operating Loss	\$88,566
Local Operating Share	\$53,284
Local Capital Share	<u>\$5,133</u>
Total Local Share	\$58,418

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$56,335**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share, or reimburse the Community for a portion of the Local Share previously paid.
6. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
- The Community's monthly Local Share will be one-twelfth of the Community's portion of the estimated total deficit amount.
 - The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be provided.
 - By the 20th of the month following the month in which service was provided, the KCATA will provide the City's Director of Development and Community Affairs, or the City Designee, with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail Local Share and Federal and State Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.
 - For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c", will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "b" will require payment of the unexpended balance of the Community's Local Share.
7. When the estimated total operating loss of **\$88,566** is reached, KCATA's obligation

to furnish services shall terminate. If the actual operating loss exceeds the estimated operating loss in any two consecutive months of service, KCATA shall notify the Community. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy. If the Community and KCATA cannot agree on how to address the situation and costs do exceed the estimated loss, KCATA may terminate the service with 60 days notice.

8. If for any reason the KCATA is unable to obtain the federal or state assistance, and/or the State of Missouri Public Transit Operating Assistance Grant as provided for in Paragraph "4" of this Contract, the Community will be immediately notified and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
9. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising there from.
10. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance pursuant to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in meeting said regulations and requirements, and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
11. The Community, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
12. KCATA, at the direction of the Community, is reviewing the feasibility of alternative service options in order to improve customer service and efficiency. This includes modifications to the existing flex service, fixed-route options, and on-demand options. This analysis will be reviewed with the Community to inform future contracts.

B. Americans with Disabilities Act of 1990 Special Service Provision

WHEREAS, a contractual relationship with Raytown requires that the Community not

require the KCATA to provide public transit services that are in conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The KCATA shall perform all functions necessary for the administration, management and operation of Complementary Paratransit inside the City of Raytown.
2. The Complementary Paratransit shall be provided through the department of the KCATA known as Share-A-Fare, and these services shall be called Share-A-Fare service inside Raytown.
3. Complementary Paratransit is defined in 49 C.F.R. Part 37. In general, Complementary Paratransit is required to provide a comparable level of service whereby when all aspects of a transportation system are analyzed, equal opportunities to use the transportation system exist for all persons - individuals with and without disabilities.
4. Raytown shall reimburse the KCATA for the net cost to the KCATA, which is paid by the KCATA to its contractors that provide the transportation services inside Raytown. Raytown shall not be charged for the KCATA's administrative or dispatching expenses related to the service.
5. There will be a \$3.00 fare per trip charged to participants using Share-A-Fare service inside Raytown.
6. The KCATA shall render invoices to the City which shall include information on the number of Raytown Share-A-Fare participants, the number of trips provided of each type (ambulatory or non-ambulatory), the average cost for each type of trip, the average trip length of each type of trip, the total cost, and the net cost.
7. In no way does this contract obligate the KCATA to insure that any other services provided by Raytown, are in compliance with the Americans with Disabilities Act (ADA) of 1990 or subsequent regulations.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____
Daniel Serda, Chairman of the Board of Commissioners

ATTEST:

By: _____
Witness

COMMUNITY OF RAYTOWN, MISSOURI

By: _____
Tom Cole, City Administrator

ATTEST:

By: _____
Witness

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passengers ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or Metroflex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small or Metroflex) in the proportion of route miles per type of bus to total system miles for the same type of bus.

- C. Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or Metroflex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.
- D. Estimated Net Income or Loss - Intra-City Routes** - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.
- E. Allocation of Net Income or Loss on Inter-City Routes.**
1. Suburban Express Routes
 - a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.
 - b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.
 2. Local Service Inter-City Routes
 - a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
 - b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
 - c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.

(3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.

d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.

F. Capital Expense - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.

G. Enclave Communities - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.

H. For Service Implemented After December 31, 1997 – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Attachment, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

**Twelve-Month Contract
November 1, 2016 – October 31, 2017**

ATTACHMENT "B"

CITY OF RAYTOWN

CONTRACT SERVICE

One route will provide service within the Raytown city limits. Service, including peak and mid-day is as follows:

Route #253--Raytown Circulator provides demand-response service throughout all of Raytown and parts of Kansas City, Missouri, Monday through Friday, 6:00 a.m. to 10:00 a.m. and 2:30 p.m. to 6:30 p.m. Service will be provided with 1 bus. Reservations may be requested by calling the KCATA "Metroflex" office at (816) 346-0802.

- **Full Fare:** \$1.50 one-way fare/\$50 monthly pass
- **Reduced Fare:** \$0.75 reduced one-way fare/\$25 reduced monthly pass
 - Reduced fares are available for Medicare Cardholders, youths 12 to 18 years of age, seniors 65 years old and over, and persons with disabilities. One must present a Metro Reduced Farecard or Medicare Card to purchase a reduced fare or a reduced fare monthly pass. Applications for the Metro Reduced Farecard are available through calling (816) 221-0660.

ATTACHMENT "C"

PERFORMANCE MONITORING

1. The KCATA agrees to provide timely information on all transit related matters affecting the City to the City's designated transit liaison.
2. The KCATA and the City will work together to seek additional funding opportunities to support transit service in Raytown.

CITY OF RAYTOWN
Request for Board Action

Date: April 11, 2018

Resolution No.: R-3083-18

To: Mayor and Board of Aldermen

From: Missy Wilson, Interim Finance Director/
Economic Development Administrator

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Approval of First Amendment to the Development Agreement between TW Macon, LLC and the City of Raytown.

Recommendation: Staff recommends approval of the ordinance.

Analysis: On November 7, 2017, the City of Raytown and TW Macon LLC executed a development agreement regarding the construction of certain public improvements necessary for the development of an automated car wash on property located at the intersection of Raytown Road, 350 Highway, and 75th Street within the City.

In Section 17 of the Development Agreement, Conditions Precedent, it states the Developer, or a related party, shall take title to the Property by April 30, 2018. Due to matters outside of the Developer's control, the Developer has been delayed in their efforts to close and take title by April 30, 2018.

The First Amendment to the Development Agreement modifies Section 17 so the Developer's obligations under this Agreement are specifically conditioned upon Developer, or a related party, taking title to the Property on or before October 31, 2018.

Alternatives: Deny the approval of the amendment making the Development Agreement null and void on April 30, 2018.

Budgetary Impact:

Not Applicable

Additional Reports Attached:

- First Amendment to Development Agreement between the City of Raytown and TW Macon, LLC

A RESOLUTION AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RAYTOWN AND TW MACON, LLC RELATING TO PUBLIC IMPROVEMENTS WITHIN THE CITY AND STATE EASEMENTS OR RIGHTS-OF-WAY AROUND 10001 EAST 350 HIGHWAY

WHEREAS, a Development Agreement was approved by the Board of Aldermen on November 7, 2017 pursuant to Resolution No. R-3037-17; and

WHEREAS, it is necessary to amend the Development Agreement, subject to the terms as described in Exhibit "A", attached hereto;

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

THAT the first amendment to the development agreement by and between the City of Raytown and TW Macon, LLC. in substantially the same form as attached hereto in Exhibit "A" and incorporated herein, is hereby approved; and

FURTHER THAT the City Administrator and/or his designee is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate the terms of the Agreement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of April, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

EXHIBIT A

(First Amendment to Development Agreement)

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF RAYTOWN, MISSOURI
AND TW MACON, LLC**

THIS AMENDMENT (the “Amendment”) is entered into on this 17th day of April, 2018, by and between the City of Raytown, Missouri, (“City”) a municipal corporation of the fourth class and political subdivision of the State of Missouri, and TW Macon, LLC (“Developer”), a Georgia limited liability company. The City and Developer may be referred to collectively as the “Parties” and individual as “Party.”

WHEREAS, the Parties entered into a Development Agreement (the “Agreement”) on November 7, 2017, to set forth the duties and obligations of the Parties regarding the construction of certain public improvements necessary for the development of an automated car wash on property located at the intersection of Raytown Road, 350 Highway, and 75th Street within the City; and

WHEREAS, Section 10 of the Agreement provides that the Parties may amend or modify the Agreement subject to said amendment or modification being in writing and approved by the Parties; and

WHEREAS, the Parties desire to amended and modify the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

Section 1. Section 17. Condition Precedent. of the Agreement is hereby amended to read as follows:

Section 17. Condition Precedent. Developer's obligations under this Agreement are specifically conditioned upon Developer, or a related party, taking title to the Property. This Agreement shall terminate and become null and void if Developer has not closed on the Property by October 31, 2018.

Section 2. All other provisions of the Agreement not specifically amended herein are hereby ratified by the Parties and shall not be affected by this Amendment.

(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, the Parties hereunto have executed this Amendment on the day and year first written above.

CITY OF RAYTOWN, MISSOURI

City Administrator

ATTEST:

City Clerk

TW MACON, LLC

Name

Title

ATTEST:

CITY OF RAYTOWN
Request for Board Action

Date: April 13, 2018
To: Mayor and Board of Aldermen
From: Dave Turner, Interim Parks Director

Resolution No. R-3084-18

Department Head Approval: _____

Finance Director Approval: _____ (only needed if fiscal impact)

City Administrator Approval: _____



Action Requested: Acceptance of permanent trail easement and a temporary construction easement from the property owner at 9601 E. 82nd Terrace for the Southwood Park Trail Design.

Recommendation: Approve the Resolution.

Analysis: Staff negotiated the permanent trail and temporary construction easements necessary for the Southwood Park Trail Design. The owners providing and donating the easements are Homer and Katie Radford. For these easement, Parks staff plan to build 1,860 feet of trail of which this is a critical portion. Staff recommends approval.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PERMANENT TRAIL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FROM HOMER AND KATIE RADFORD IN CONNECTION WITH THE SOUTHWOOD PARK TRAIL DESIGN

WHEREAS, the acquisition of a permanent trail easement and a temporary construction easement is necessary to facilitate the construction of the Southwood Park Trail; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve and accept the acquisition of the permanent trail easement and a temporary construction easement from Homer and Katie Radford attached hereto as Exhibit A;

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

THAT the Mayor is hereby authorized to acquire a permanent trail easement and a temporary construction easement from Homer and Katie Radford in substantially the same form as attached hereto as Exhibit A;

FURTHER THAT the Mayor is further hereby authorized to execute any and all other documents necessary and to take any and all actions necessary to effectuate the terms of the permanent trail easement and temporary construction easement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of April, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Document Title:	Permanent Trail Easement and Temporary Construction Easement
Document Date:	_____, 2018
Grantor's Name:	Homer and Katie Radford, husband and wife
Grantor's Address:	9601 E. 82 nd Terrace, Raytown, MO 64138
Grantee's Name:	City of Raytown, Missouri
Grantee's Address:	10000 E. 59 th Street, Raytown, MO 64133
Legal Description:	Exhibit "A" attached
Reference Document:	N/A

PERMANENT TRAIL EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT

THIS TRAIL EASEMENT (this "Agreement") is made this _____ day of April, 2018, by and between HOMER and KATIE RADFORD, husband and wife, whose address is 9601 E. 82nd Terrace, Raytown, MO 64138 (the "Grantor"), and the CITY OF RAYTOWN, and its Park and Recreation Department, whose mailing address is 10000 E. 59th Street, Raytown, MO 64133, a municipal corporation organized and existing pursuant to the laws of the State of Missouri (the "Grantee").

WITNESSETH, that the Grantor, in consideration of the sum of Ten Dollars (\$10.00) paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both of them, Grantor and Grantee agree as follows:

1. Grantor is the owner of certain property in Raytown, Missouri, described in the attached Exhibit "A" (the "Permanent Easement" and "Temporary Easement"), and Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a dedication of temporary construction and permanent easements on the terms and conditions described herein to allow Grantee to construct and maintain a multi-purpose pedestrian trail (the "Trail") on such property as shown on the drawing attached hereto as Exhibit "B".

2. Grantor hereby grants and conveys unto Grantee, its successors and assigns, a perpetual and non-exclusive Permanent Easement and a Temporary Easement over and across the property as described on Exhibit "A" to survey, construct, install, maintain, inspect, operate, protect, repair, upgrade, remove and replace the Trail and any other appurtenances thereto, at any time or times, within the Permanent Easement. Subject to the reverters in subparagraph 3(d) and paragraph 10 below, the term of the Permanent Easement shall commence on the date hereof and shall extend for perpetuity. The Temporary Easement shall commence on the date hereof and shall expire on the earlier to occur of: (a) two (2) years following completion and acceptance of the Trail improvements by the City of Raytown, or (b) by May 1, 2020.

3. As a specific condition of the granting of the Permanent Easement and Temporary Easement herein, Grantee acknowledges and agrees to the following terms and conditions:

(a) Grantee shall be responsible for obtaining all necessary permits and authorizations to construct, maintain and repair the Trail.

(b) The Trail as constructed may be up to, but shall not exceed, ten (10) feet in width and shall generally be an asphalt multi-purpose pedestrian trail together with such necessary boardwalks, footbridges and other appurtenances thereto as determined to be reasonably necessary by Grantee.

(c) Grantee shall be responsible for installation and maintenance of signs, markers, benches or other public conveniences upon the Permanent Easement.

(d) Grantee shall endeavor to complete construction of the Trail on the Permanent Easement within twenty-four (24) months after the date this Agreement is signed by Grantor. If the Trail is not substantially completed by Grantee by May 1, 2020, the Permanent Easement and Temporary Easement shall automatically terminate, and the property shall revert to Grantor.

(e) Grantee shall indemnify, defend and hold Grantor, its shareholders, directors, officers and employees, their successors and assigns, harmless from any claim, liability, damage or cause of action against or to Grantor resulting from or allegedly resulting from the use or exercise of any use of the Permanent Easement by the public or from the construction, repair or maintenance of the Trail or alleged failure thereof. However, Grantee's indemnification and obligation shall not apply to such liability, injury, damage or loss as is determined to be caused by the negligence or willful and intentional conduct of Grantor, its successors, assigns, agents or representatives.

(f) Grantee shall cause the land of Grantor within the Temporary Easement to be restored to approximately the same condition that existed prior to Grantee's entry upon it.

(g) Grantee, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon the Temporary Construction Easement as legally described herein at any and all times to construct, build, repair, survey; operate and store machinery and equipment; establish, alter and change grade and contour of the land; remove trees, brush, shrubbery, bushes, permanent structures and personal property including fences; and to use said land for all reasonable purposes during the construction period of the Trail project, and for ninety (90) days thereafter, at which time all rights of Grantee herein conveyed in land herein described for the Temporary Construction Easement shall terminate and cease.

4. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Permanent Easement and the Temporary Easement for the purposes stated herein. Grantor, its successors, assigns or transferees of the real property adjacent or nearby to the Permanent Easement now owned by Grantor, retains, reserves and shall have the right to construct, install, repair and maintain utility pipes, lines, conduits, cables and like facilities under and over the Trail and the Permanent Easement at any time. Any damage to the Trail resulting therefrom shall be repaired by Grantor at its cost.

5. The public shall have the right to use and enjoy the Trail as constructed on the Permanent Easement.

6. The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs.

7. This Agreement fully sets forth the terms and conditions of the undertakings between Grantee and Grantor with respect to its subject matter. There are no oral or other written agreements between Grantor and Grantee that modify, alter or amend this Agreement.

8. Grantor warrants that Grantor has the right to convey the Permanent Easement and the Temporary Easement and all rights and privileges set forth herein and that it is the sole owner of the fee interest in the property described on Exhibit "A". Grantor shall execute such further assurances thereof as may be reasonably requested by Grantee.

9. Grantee warrants that the undersigned representative of Grantee is authorized to enter into this Agreement on behalf of Grantee and Grantee shall execute such further assurances thereof as may be reasonably requested by Grantor.

10. If the Trail is abandoned by Grantee or is not used as a pedestrian trail for a period of two or more years following completion of construction, the Permanent Easement shall automatically revert to Grantor, its successors and assigns.

STATE OF _____)
) SS.
COUNTY OF _____)

ON THIS _____ day of April, 2018, before me, the undersigned Notary Public, appeared MIKE McDONOUGH, to me personally known, who, being by me duly sworn did say that he is the Mayor of the City of Raytown, and that said instrument was signed on behalf of the City of Raytown, and Mike McDonough acknowledged said instrument to be the free act and deed of said City of Raytown.

Notary Public

My Commission Expires:

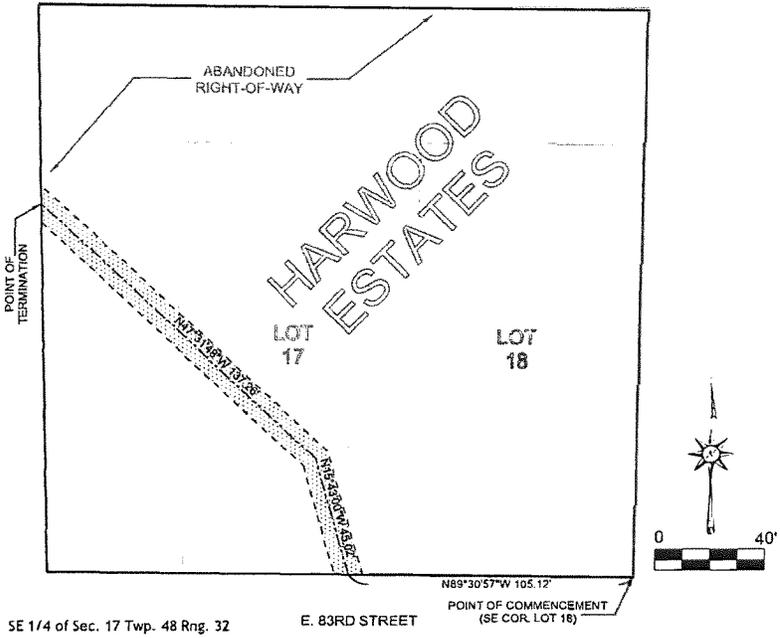
Exhibit "A"

LEGAL DESCRIPTION:

A 10.0' wide easement being a part Lot 17 and abandoned road right of way located in HARWOOD ESTATES, a subdivision in Raytown, Jackson County, Missouri, said property being more particularly described in Missouri Warranty Deed Bk I3090 at Pg 1355 filed in the Office of the Recorder of Deeds, Jackson County, Missouri, the centerline of said easement is more particularly described as follows: Commencing at the SE Corner of Lot 18, HARWOOD ESTATES, a subdivision in Raytown, Jackson County, Missouri; Thence N89°30'57"W along the South line of Lots 18 and 17 for a distance of 105.12' to the TRUE POINT OF BEGINNING; Thence N15°43'00"W for a distance of 45.02'; Thence N47°31'48"W for a distance of 137.26' to a point on the West line of said abandoned road right-of-way described in Bk I3090 at Pg 1355, said point being the POINT OF TERMINATION.

Said area contains 1822.77 square feet or 0.042 Acres more or less.

Exhibit "B" Easement Survey



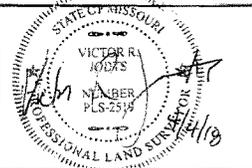
SE 1/4 of Sec. 17 Twp. 48 Rng. 32 N89°30'57"W 105.12'

I hereby certify that this Certificate of Survey is based on an actual survey. This survey was done by me or under my direct supervision and meets or exceeds the current Missouri Minimum Standards for Property Boundary Surveys, to the best of my professional knowledge, information and belief.

Client: Raytown Parks & Recreation
5912 Lana Lane
Raytown, Missouri

DATE: 4-4-2018
SCALE: 40 Ft./in
Title Company: NOT PROVIDED
Commitment No.: N/A

Region Land Survey Inc.
202 NW 12th Street
Blue Springs, MO. 64015
816.966.1191 office
816.966.1441 fax
service@regionsurvey.com



Southwood Park Trail Design

The trail from the south at 83rd ST will head North West into Southwood Park for 200' through a neighboring property (9601 E 82nd TER). There it will enter Parks property and continue along the creek on the west boundary for a total length (including easement section) of 713' where it will lead to the parking lot of the park. There will be a loop of another 313.3' of trail south of the tennis court to form the southern loop of the trail system. That 626' loop is .12 miles in length.

The northern portion of the trail will be on the flat ground of the abandoned ball field, consisting of 834' of trail, or .17 miles in length. This loop will connect to the drive way entering the park.

Connecting the two loops will be a stretch of aggregate trail running north along side of the tennis court and east of the creek on the park boundary. That trail adjoins the parking area and the drive way to the park. We will paint a walking/biking lane in the existing asphalt driveway to complete the remaining portion of the trail that connects the two loops. This section of Parks built trail, and existing driveway will be 615' in length or .12 miles.

The completed trail with two loops, the straight section connecting to 83rd ST, and painted asphalt section will be 2250.78' in length, or .426 miles. For comparison, the Kenagy Park trail is .44 miles.

**Southwood Park Trail Project
Budget**

Expenses

\$4,000.00	Aggregate Material Rock and 1/4" minus Kaw Valley
\$4,000.00	Aggregate Material Rock and 2-3" Rock Ridge Quarry
\$1,950.00	Bull Dozer contracted (Hoy Escavating)
\$1,050.00	Roller 6' wide for compacting trail bed and aggregate material, 1 week rental
\$340.00	Drainage pipe, 12" by 20', x 2 (Lowe's)
\$352.00	12" flared end for drain pipe x 2 (Grainger)
\$400.00	Grass seed and turf repair
\$500.00	Misc. repairs for Parks infrastructure (electric and water lines)
\$600.00	Fuel
\$350.00	Paint on drive surface
\$850.00	Survey for easement, Region Land Survey
	Signage up to 7 locations in 3 Parks. (Southwood, Minor Smith, Kenagy Parks)

\$14,392.00 Total Project expense

Southwood Park Trail Options

Parks staff plan to build in house 1,860.78 feet of trail (.352 mile) with gravel base and 1/4" crushed aggregate rock surface. This material is cheaper to build than an asphalt or concrete surface trail, and cheaper to maintain than asphalt over a 15 year time frame.



- - Red marked trail is 1547.5 feet of trail, including the easement marked in blue. (833.97' north loop, 713.5' south trail)
- - Pink is a possible loop of 313.28 feet of trail.
- - Yellow section of trail is 597.64 feet of trail. Possible for future development, but not possible with construction methods and budget constrictions that Parks staff will be using at this time.
- - Blue is marking an easement from neighbor at 9601 E 82nd TER, Homer and Katie Radford, connecting to 83rd ST bike lane.