



AGENDA

Raymore Planning and Zoning Commission Regular Meeting
City Hall – 100 Municipal Circle
Tuesday, June 4, 2024
6:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Personal Appearances**
- 5. Consent Agenda**
 - A. Approval of Minutes from the March 19, 2024 Meeting
- 6. Unfinished Business**
- 7. New Business**
 - A. Case # 24004 Creekside Ranch - Final Plat
- 8. City Council Report**
- 9. Staff Report**
- 10. Public Comment**
- 11. Commission Member Comment**
- 12. Adjournment**

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, MARCH 19, 2024** IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: ERIC BOWIE, LOREN SHANKS, WILLIAM FAULKNER, MATTHEW WIGGINS, KELLY FIZER, ERIC SMITH, AND MARIO URQUILLA. ABSENT WAS JIM PETERMANN AND MAYOR KRISTOFER TURNBOW. ALSO PRESENT WAS CITY PLANNER DYLAN EPPERT, DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, ASSISTANT CITY ENGINEER TRENT SALSBURY, ECONOMIC DEVELOPMENT DIRECTOR JORDAN LEA, CITY ATTORNEY JONATHAN ZERR, ATTORNEY MANDY MARSHALL, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. Call to Order – Chairman Wiggins called the meeting to order at 6:00 p.m.

2. Pledge of Allegiance

3. Roll Call – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.

4. Personal Appearances - Melissa Harmer, Communications Manager - Question P Update

Communications Manager Melissa Harmer gave an overview of the Question P that will be on the April ballot regarding how funds will be used if the vote is approved.

5. Consent Agenda

a. Approval of Minutes from the January 16, 2024 meeting.

Motion by Commissioner Faulkner, Seconded by Commissioner Bowie to approve the Consent Agenda.

Vote on Motion:

Commissioner Bowie	Aye
Commissioner Shanks	Aye
Commissioner Petermann	Absent
Commissioner Faulkner	Aye
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent
Chairman Wiggins	Aye

Motion passed 7-0-0.

6. Unfinished Business - None

7. New Business -

a. Case #24002 - Chick-Fil-A Site Plan

Joe Vavrina, Project Engineer with HR Green, came to the podium to give an overview of the request. Mr. Vavrina noted that the site will be raised in order to create a new Chick-Fil-A development. There will be 81 parking stalls, outdoor seating on the north side, a drive-through with two lanes. There will be a dual flex lane depending on the needs of the restaurant. There are safety zones located in the drive-through lanes for employee safety. The landscaping plan has been well thought out and year round screening will be installed. The landscaping will be colorful all year, and there will be

more screening to the north of the property to help separate the subject property from the residential property to the north. There will be two canopies creating a shelter for the team members working outside taking orders, as well as the vehicles as they pull up to order. The drive through window will be a set of doors that have the ability to open completely when the weather is nicer and drive through traffic is heavier. Trash enclosures will be located to the northwest. There will also be a monument sign along 58 Highway that allows for changeable text.

Commissioner Bowie asked Mr. Vavrina how much space will be left on to the east of the development, and what size pad will be available.

Mr. Vavrina did not have specifics, but noted that the pad would be big enough for a new business development.

City Planner Dylan Eppert gave the Staff Report, including the existing and surrounding zoning, past planning actions, special use conditions, parking requirements, landscaping and screening, site access, signage, site lighting, alignment with the Comprehensive Plan, Staff comments, and findings of fact. Mr. Eppert noted that the applicant will meet with the Board of Adjustment to ask for allowance for a reduction in landscape requirement, as well as to allow for a trash enclosure to encroach into the required 5' rear setback. The proposed site lighting will also be going before the Board of Adjustment due to exceeding Code allowance. The Capital Improvement Plan (CIP) for the City included plans to construct medians along Dean Avenue and 58 Highway, which will help regulate traffic brought in by the new development. City Staff recommend approval of the Case with 15 conditions, including that all three variances must be approved by the Board of Adjustment.

Chairman Wiggins asked for more information regarding the medians.

Mr. Eppert noted that there will be two separate medians, one on Dean Avenue and one on 58 Highway from Advance Auto Parts to approximately Westgate Drive. This will be considered one project.

Commissioner Bowie asked when the medians will be constructed, and noted that the construction of Chick-Fil-A would be more difficult with medians.

Assistant City Engineer Trent Salisbury said no, there is not a timeline for the construction of the medians.

Commissioner Faulkner noted there is a change on page 7 that should be made regarding the Code section.

Commissioner Urquilla asked if there will be a stoplight added anywhere because of the new development.

Mr. Salisbury noted that Wilson will be doing a traffic study and a recommendation will be made after the study is complete.

Chairman Wiggins noted that the queuing line is very close to the north property line and asked if this will create an issue for cars turning into the parking lot to be able to turn around to get in the line.

Mr. Vavrina noted that during non-peak hours, the turn radius is not really an issue. During peak hours, employees will help direct traffic to navigate the turn radius more efficiently.

Commissioner Bowie asked if the new Chick-Fil-A is larger or the standard size building, and if there are any locations around that are similar to the new location.

Mr. Vavrina noted that the new location is the standard size, and the locations in Lee's Summit and Ward Parkway are similar to the proposed building.

Motion by Commissioner Urquilla, seconded by Commissioner Smith, to approve Case #24002, Chick-Fil-A Site Plan, subject to the 15 conditions as presented.

Vote on Motion:

Commissioner Bowie	Aye
Commissioner Shanks	Aye
Commissioner Petermann	Absent
Commissioner Faulkner	Aye
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent
Chairman Wiggins	Aye

Motion passed 7-0-0.

8. City Council Report

City Attorney Jonathan Zerr gave an update on the one most recent City Council meeting. Mr. Zerr also introduced Attorney Mandy Marshall.

9. Staff Report

Mr. Eppert gave the Staff Report, noting that the April 2nd and 16th meetings will be canceled, and welcomed Commissioner Shanks to the Commission.

Mr. Gress gave the Development Services Department report.

10. Public Comment

No public comments.

11. Commission Member Comment

Commissioner Bowie welcomed Commissioner Shanks and thanked Staff.

Commissioner Faulkner welcomed Commissioner Shanks and mentioned that he likes the new format.

Commissioner Fizer thanked Staff, welcomed Commissioner Shanks, and liked the new layout.

Commissioner Shanks noted that he's glad to have joined the Commission, liked the layout, and asked about the Ward Road project.

Commissioner Smith thanked Staff, welcomed Commissioner Shanks, and liked the new layout.

Commissioner Urquilla thanked Staff, welcomed Commissioner Shanks, and liked the new layout as well.

Chairman Wiggins welcomed Shanks, thanked Staff, and reminded everyone that there is no meeting in April.

12. Adjournment

Motion by Commissioner Faulkner, Seconded by Commissioner Urquilla, to adjourn the March 19, 2024 Planning and Zoning Commission meeting.

Vote on Motion:

Commissioner Bowie	Aye
Commissioner Shanks	Aye
Commissioner Petermann	Absent
Commissioner Faulkner	Aye
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent
Chairman Wiggins	Aye

Motion passed 7-0-0.

The March 19, 2024 meeting adjourned at 6:48pm.

Respectfully submitted,
Emily Jordan

PROJECT FINAL PLAT

APPLICANT -

Property Owner:	Lisa Delibero Trust
Engineering/Arch. Firm	Engineering Solutions

PROJECT LOCATION REQUESTED ACTION

NE Corner of Gore & Kurzweil Road	Final Plat Approval
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PROJECT NARRATIVE

An application was filed requesting final plat approval of the Creekside Ranch final plat, including 23 residential large lots.



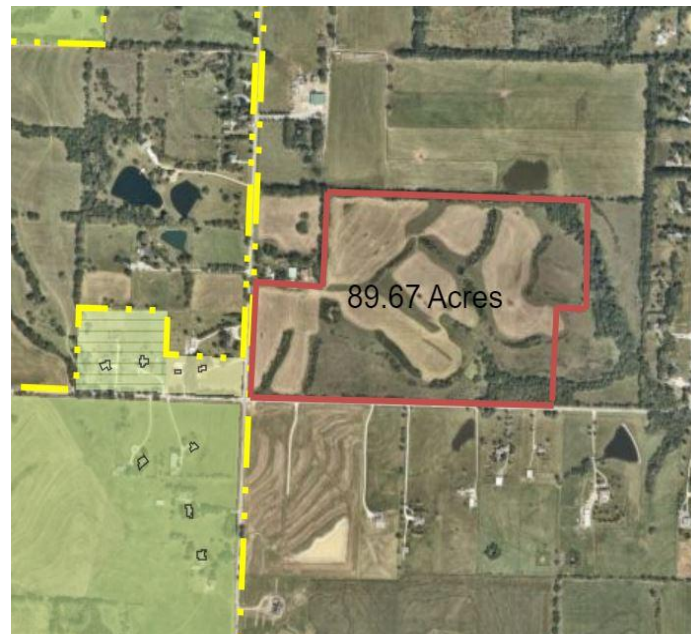
ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"RE" Rural Estate (Rezoned on February 26, 2024)

SURROUNDING ZONING & LAND USE

- North:** Unincorporated Cass County
- South:** Unincorporated Cass County
- East:** Unincorporated Cass County
- West:** "RE" Rural Estate, "RR" Rural Residential
"A" Agricultural



TOTAL TRACT SIZE	NUMBER OF LOTS	DENSITY
89 Acres	23	0.26 dwellings/acre

PAST PLANNING ACTIONS -

1. The subject property has been located in Unincorporated Cass County until recently (annexed into the City of Raymore on February 26, 2024) and has remained undeveloped.
2. On March 13, 1989 Fairview Estates Lots 1 thru 3 Final Plat (located at the southwest corner of Kurzweil Rd. and Gore Rd.) was approved by the City Council.
3. On January 28, 1991 Fairview Estates Lots 4 thru 7 Final Plat was approved by the City Council.
4. Halliburton Estates (located west of the subject property at 700 and 712 E. Gore Rd.) was rezoned from "A" Agricultural to "RE" Rural Estates on November 27, 2006. Subsequently Halliburton Estates received preliminary plat approval on December 11, 2006 and final plat approval on January 22, 2007.
5. On February 12, 2024 the City Council unanimously approved the Creekside Ranch Preliminary Plat.
6. On February 26, 2024 the City Council unanimously approved the Creekside Ranch Rezoning from "A" Agricultural District to "RE" Rural Estate District as well as the Creekside Ranch Annexation.

DEVELOPMENT STANDARDS -

The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:

DIMENSIONAL STANDARD		MINIMUM REQUIREMENT
Lot Size	3 acres	
Lot Size per Dwelling Unit	3 acres	
Lot Width x Lot Depth	220' x 100'	
Front-Yard Setback	50'	
Rear-Yard Setback	40'	
Side-Yard Setback (Interior)	15'	
Side-Yard Setback (Exterior)	50'	
Building Height	35'	
Building Coverage	30'	
Open Space Requirement	50'	

STAFF COMMENTS -

PLANNING AND ZONING -

- The applicant is proposing a 23 lot single-family subdivision being completed in a single phase development. The development includes 22 3+/- acre lots, one 10+/- acre lot. There is a remnant 20 acre tract that will remain in Unincorporated Cass County (far east side of the proposed development.)
- The Creekside Ranch (Rezoning) and Creekside Ranch (Preliminary Plat) applications conditioned such approval based upon reassurance/proof that PWSD #3 would not service the subject property. City Staff has received reassurance/proof from PWSD # 3 that the subject property is not located within their water service area (please see attached PWSD #3 letter).

- Pursuant to section 445.030(I)(4) of the Unified Development Code, Landscaped Buffer Strips, including berms, canopy trees, understory trees, or combination thereof; as identified on the table below, shall be provided in a common area tract or landscaping easement along Gore Rd. Landscape plan must be reviewed and approved by City Staff prior to the 2nd reading of the City Council meeting.

	Option A	Option B
Buffer strip width	30 feet	20 feet
Canopy trees	1 deciduous shade tree every 60 feet	1 deciduous shade tree or 2 evergreens every 60 feet
Understory trees	Allowed, not required	3 ornamental and 1 evergreen tree every 100 feet
Large flowering shrubs	4 clustered every 150 feet	4 every 30 feet
Berm	Allowed, not required	Allowed, not required

- Per Section 445.030(J) of the Unified Development Code sidewalks are encouraged but are not required.
- No amenities are being provided with the proposed development.

PUBLIC WORKS & ENGINEERING -

- City water is located at the Southwest corner of Kurzweil Road and Gore Road. The current infrastructure is sufficient to support this development.
- This proposed development will not use the public sanitary sewer.
- Stormwater from this development will be captured by roadside ditches and conveyed to the nearby creek.

ALIGNMENT WITH GROWTH MANAGEMENT PLAN -

Growth Management Plan - The Future Land Use Plan Map designates this property as appropriate for low density residential development.

Major Street Plan - The Major Thoroughfare Plan Map classifies Kurzweil Rd. as a Minor Arterial and Gore Rd. as a Major Collector.

FINDINGS OF FACT -

Under Section 470.130 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in the deliberation of a final plat request, in that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. Is substantially the same as the approved preliminary plat.

The final plat is substantially the same as the preliminary plat and Memorandum of Understanding (MOU). Roadway alignments and lot configurations generally remain the same.

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

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

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

The proposed plat complies with the conditions that were outlined in the Memorandum of Understanding (MOU) that was attached to the approval of the preliminary plat.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	June 4, 2024
City Council	Review & Approval/Denial	June 10, 2024 June 24, 2024

STAFF RECOMMENDATIONS -

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact and approved Case # 24004 Creekside Ranch - Final Plat; Lots 1 thru 23 to the City Council with a recommendation of approval.

The recommendation for approval is subject to the following (3) conditions:

- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.
- The Development Agreement for the Creekside Ranch final plat shall be signed and recorded with the Cass County Recorder of Deeds, and all applicable fees paid, within one year of the City Council approval or the agreement shall be considered null and void.
- A landscape plan shall be submitted to City Staff for review prior to the 2nd Reading by the City Council.

PROJECT ATTACHMENTS -

1. Final Plat Drawings
2. Development Agreement
3. PWSD #3 Release of Water Service Letter

Creekside Ranch - Site Photos



View looking East from Kurzweil Rd.

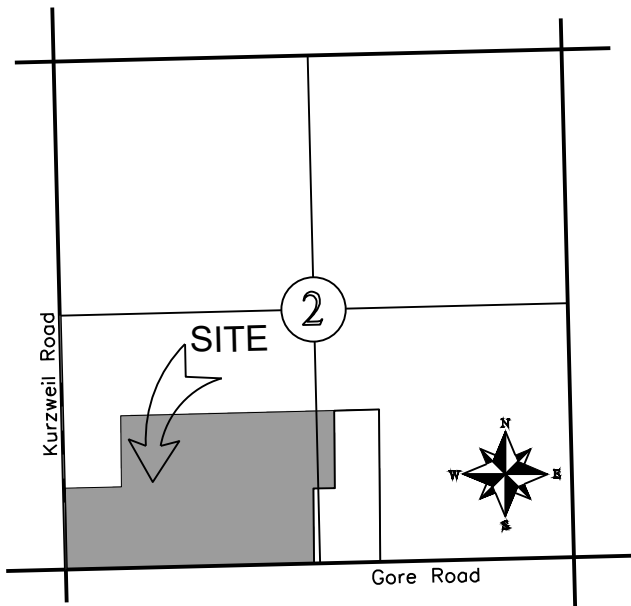


View looking northeast from Gore Rd.

Final Plat
Creekside Ranch
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

LEGEND

- These standard symbols will be found in the drawing.
- Set 1/2" Rebar & Cap (LS-200508319D)
 - ⊙ Found Survey Monument (As Noted)
 - ① Potential Encroachments, as noted
 - Existing Fence Line - Chain Link
 - - - Existing Water Line
 - - - Existing Sanitary Sewer Main
 - Existing Storm Sewer
 - Existing Gas Line
 - - - Existing Underground Telephone
 - Existing Underground Electric



LOCATION MAP
SECTION 2-T46N-R32W

SETBACK TABLE			
FRONT			50'
REAR			40'
SIDE			15'

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS JOINTLY ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS, AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGICAL SURVEY AND RESOURCE ASSESSMENT AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

MATTHEW J. SCHLICHT, MOPLS 2012000102
ENGINEERING SOLUTIONS, LLC., MO CORP LS 2005008319-D

DATE: _____

PROPERTY DESCRIPTION

A tract of land situated in Section 2, Township 46 North, Range 32 West, in Raymore, Cass County, Missouri, described as follows:

Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 2244.26 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 795.76 feet; thence North 88 degrees 27 minutes 42 seconds West, a distance of 219.00 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 800.10 feet; thence North 88 degrees 27 minutes 54 seconds West, a distance of 2611.66 feet to the point of beginning.

Above described tract contains 3,906,080.69 Sq. Ft. or 89.67 Acres More or Less.

SURVEYOR'S GENERAL NOTES:

- This survey is based upon the following information provided by the client or researched by this surveyor.
(A). Warranty Deed, Book 4406, Pg 76
(B). Warranty Deed, Bk 1276, Pg 53
(C). Deed of Trust, Bk 4440, Pg 67
(D). Quit Claim Deed, Bk 1690, Pg 103
(E). Final Plat of Kurzeil Estates, Bk 16, Pg 51
(F). Final Plat of Halliburton Estates, Bk 20, Pg 71
(G). Certificate of Survey, Bk 29, Pg 2
(H). Final Plat of Meadowbrook Acres, 3rd Plat, Bk 5, Pg 90
- This survey meets or exceeds the accuracy standards of a (SUBURBAN) Property Boundary Survey as defined by the Missouri Standards for Property Boundary Surveys.
- NO Title report was furnished. NO Easements were provided. Easements are only shown as provided by client or from Title Report. Additional Easements may exist and are not shown on this survey.
- Bearings shown hereon are based upon GPS observation of the South Line of Section 2
- This company assumes no responsibility in the location of existing utilities within the subject premises. This is an above-ground survey. The underground utilities, if shown, are based on information provided by the various utility companies and these locations should be considered approximate. There may be additional underground utilities not shown on this drawing.
- Subsurface and environmental conditions were not surveyed or examined or considered as a part of this survey. No evidence or statement is made concerning the existence or underground or overhead conditions, containers or facilities that may affect the use or development of this property. No attempt has been made to obtain or show data concerning existence, size, depth, conditions, capacity or location of any utility existing on the site, whether private, municipal or public owned.
- Site is located in Zone "X", areas determined to be outside the 100 year Flood Plain per Firm Panel 29037C0035F, Dated 1/2/2013
- Survey prepared exclusively for Fred Delibero on April 1, 2021.

OWNER / DEVELOPER:

Lisa M. Delibero Revocable Trust UTA Dated November 6, 2013
4500 SW Raintree Shore Dr
Lees Summit, MO 64082

NOTE:

Lots 12, 13, and 20 will be granted driveway access from Gore Road.
All other driveway access shall be provided via internal streets.

CASS COUNTY:

RECORDER'S OFFICE:

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 20__.

DEPUTY COUNTY RECORDER OF DEEDS

DEDICATION:

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. SAID SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS

"Creekside Ranch"

EASEMENTS:

- AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING OR MAINTAINING FACILITIES INCLUDING, BUT NOT LIMITED TO, POLES, WIRES, PIPES, CONDUITS, TRANSFORMERS, SERVICE PEDESTALS, METERS AND STRUCTURES FOR WATER, GAS, ELECTRICITY, SANITARY SEWER, STORM SEWER, TELEPHONE, CABLE T.V., OR OTHER UTILITY OR SERVICE, ANY OR ALL OF THEM, UPON, OVER OR UNDER THOSE AREAS OR STRIPS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "U.E."
- WHERE AN EASEMENT IS DESIGNATED FOR A PARTICULAR PURPOSE, THAT IS, "SEWER EASEMENT" OR "S.E." OR "DRAINAGE EASEMENT" OR "D.E.", THE USE THEREOF SHALL BE RESTRICTED TO THAT PURPOSE.
- ALL EASEMENTS SHALL BE KEPT FREE AND CLEAR OF ANY AND ALL BUILDINGS, STRUCTURES OR OTHER OBSTRUCTIONS (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) WHICH WOULD INTERFERE WITH:
 - THE PROPER, SAFE AND CONTINUOUS USE AND MAINTENANCE OR RECONSTRUCTION OF THE FACILITIES LOCATED WITHIN SAID EASEMENTS, OR,
 - THE AGENTS AND EMPLOYEES OF RAYMORE, MISSOURI AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENTS IN THE EXERCISING OF THE RIGHTS GRANTED BY SAID EASEMENT.

BUILDING LINES:

BUILDING LINES OR SET BACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR LOCATED BETWEEN THIS LINE AND THE STREET LINE.

STREETS:

THE STREETS OR THOROUGHFARES SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

IN TESTIMONY WHEREOF:

Lisa M. Delibero Revocable Trust UTA Dated November 6, 2013 has caused these presents to be executed this _____ day of _____, 2024.

Lisa M. Delibero

NOTARY CERTIFICATION:

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Lisa M. Delibero, to me known to be the person described herein and being duly sworn by me did acknowledge that they executed the foregoing instrument as his free act and deed.

IN WITNESS THEREOF:

I have hereunto set my hand and affixed my seal the date last written above.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF RAYMORE, MISSOURI:
PLANNING AND ZONING COMMISSION:

THIS PLAT OF "CREEKSIDE RANCH" WAS SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 20__.

_____, SECRETARY

CITY COUNCIL:

THIS PLAT OF "CREEKSIDE RANCH", INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL WAS SUBMITTED TO AND APPROVED BY THE RAYMORE CITY COUNCIL BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR OF RAYMORE, MISSOURI, ON THE _____ DAY, OF _____, 20__.

ATTEST:

_____, MAYOR

_____, CITY CLERK

_____, CITY ENGINEER

REVISIONS

DATE	City Comments
5/17/24	

Creekside Ranch
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

FINAL PLAT

SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	JOB NO.
2 OF 2	2	46N	32W	CASS	Creekside Ranch
DATE OF PREPARATION	SCALE	DATE OF PREPARATION	SCALE	DATE OF PREPARATION	SCALE
May 3, 2024	1"=100'	May 3, 2024	1"=100'	May 3, 2024	1"=100'

PROFESSIONAL SEAL

ENGINEERING
ENGINEERING & SURVEYING
SOLUTIONS

50 SE 30TH STREET
LEES SUMMIT, MO 64082
P: (816) 623-9888 F: (816) 623-9849

Final Plat
Creekside Ranch
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

REVISIONS

DATE	CITY	COMMENTS
5/17/24		

Creekside Ranch
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

FINAL PLAT

SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	JOB NO.
1 OF 2	2	46N	32W	CASS	Creekside Ranch
DATE OF PREPARATION	SCALE	DATE OF PREPARATION	SCALE	DATE OF PREPARATION	SCALE
May 3, 2024	1"=100'	May 3, 2024	1"=100'	May 3, 2024	1"=100'

PROFESSIONAL SEAL

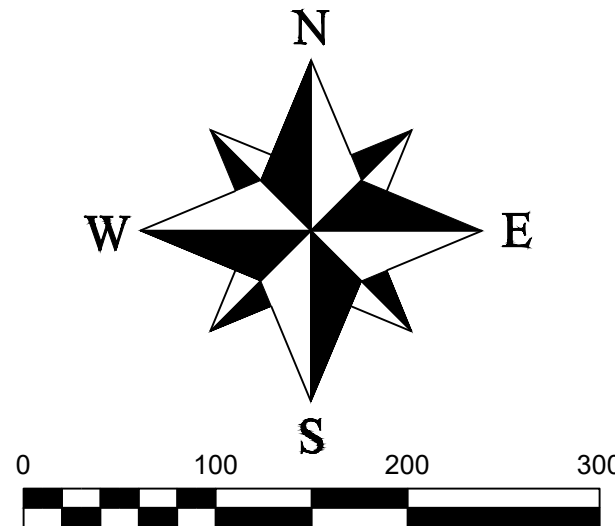
ENGINEERING & SURVEYING
SOLUTIONS
50 SE 30TH STREET
LEES SUMMIT, MO 64082
P: (816) 623-9888 F: (816) 623-9849

NOTE:

1. Lots 12, 13, and 20 will be granted driveway access from Gore Road. All other driveway access shall be provided via internal streets.
2. See Page 2 for signatures, description, dedications, and other information.

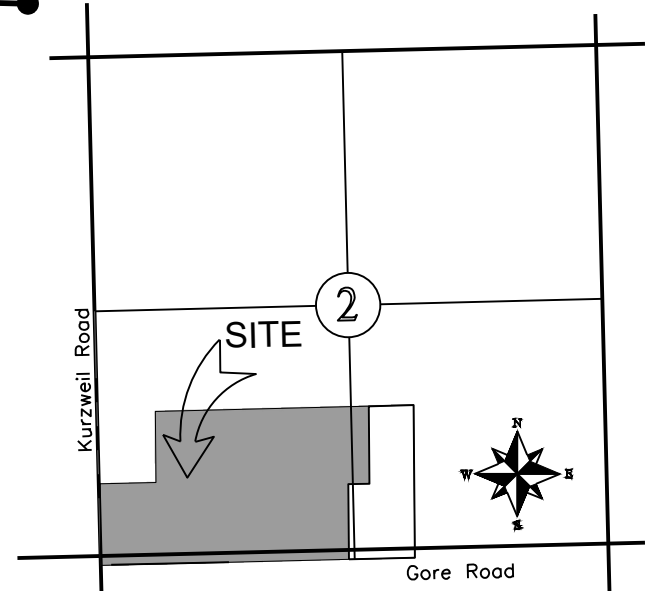
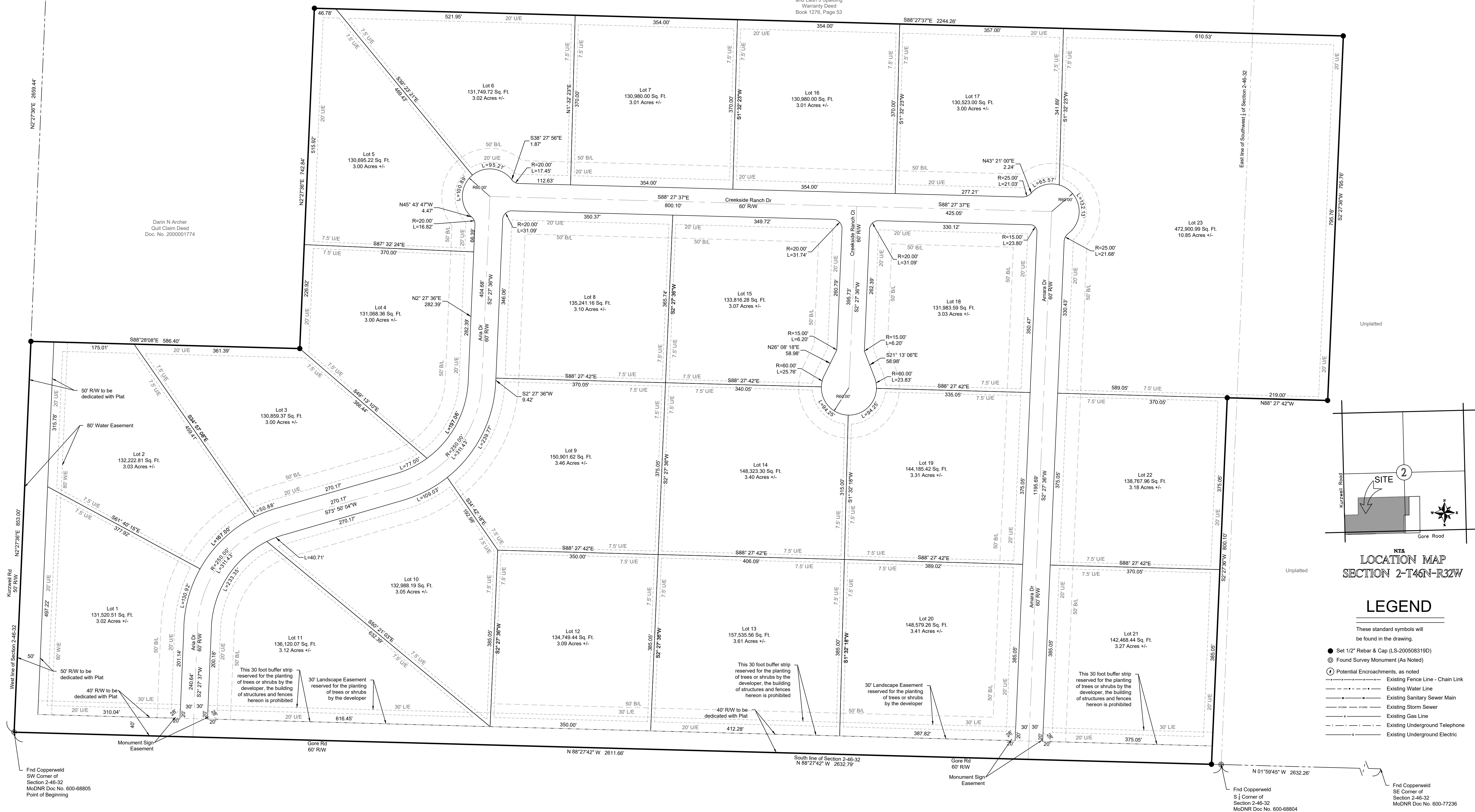
SETBACK TABLE	
FRONT	50'
REAR	40'
SIDE	15'

Randy G. Spalding
and Lauri J. Spalding
Warranty Deed
Book 1276, Page 53



End Copperweld
W 1/4 Corner of
Section 2-46-32
MoDNR Doc No. 600-59160

OWNER / DEVELOPER:
Lisa M. Delibero Revocable Trust UTA Dated November 6, 2013
4500 SW Raintree Shore Dr
Lees Summit, MO 64082



LOCATION MAP
SECTION 2-T46N-R32W

LEGEND

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- Set 1/2" Rebar & Cap (LS-200508319D)
- ⊙ Found Survey Monument (As Noted)
- ① Potential Encroachments, as noted
- Existing Fence Line - Chain Link
- Existing Water Line
- Existing Sanitary Sewer Main
- Existing Storm Sewer
- Existing Gas Line
- Existing Underground Telephone
- Existing Underground Electric

End Copperweld
SW Corner of
Section 2-46-32
MoDNR Doc No. 600-68805
Point of Beginning

End Copperweld
SE Corner of
Section 2-46-32
MoDNR Doc No. 600-77236



To whom it may concern,

The North East corner of Kurzweil Road and Gore Road is not part of Cass County Public Water Supply District #3. Please let me know if there is anything that you might need. You can contact me at 816-331-1071.

Respectfully,

A handwritten signature in cursive script that reads "Brittany Heier". The signature is written in black ink and is positioned above the printed name and title.

Brittany Heier
District Manager



Development Agreement
For
Creekside Ranch
Lots 1 thru 23

Legal Description Contained on Pages 2-3

**Between Creekside Raymore, LLC, Grantor,
and
City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

June 24, 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **24th day of June, 2024** by and between, **Creekside Raymore, LLC** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Creekside Ranch 1st Plat, Lots 1 thru 23** which is located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Creekside Ranch 1st Plat, Lots 1 thru 23**

North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 2244.26 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 795.76 feet; thence North 88 degrees 27 minutes 42 seconds West, a distance of 219.00 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 799.95 feet; thence North 88 degrees 27 minutes 54 seconds West, a distance of 2611.66 feet to the point of beginning.

ZONING, LAND USE, AND DEVELOPMENT STANDARDS

1. The zoning for the entire Property shall be "RE" Rural Estate District.
2. The following bulk and dimensional standards are established for each lot in the development:

Minimum Lot Area	3 acres
Minimum Lot Width	220 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	50 feet

Minimum Rear Yard	40 feet
Minimum Side Yard, interior	15 feet
Minimum Side Yard, exterior	50 feet
Maximum Building Height	35 feet
Maximum Building Coverage	30%

3. Pursuant to Section 445.030(I)(4) of the Unified Development Code, Landscaped Buffer Strips, including berms, canopy trees, understory trees, or combinations thereof, as identified on the table below, shall be provided in a common area tract or landscaping easement along Gore Road.

	Option A	Option B
Buffer strip width	30 feet	20 feet
Canopy trees	1 deciduous shade tree every 60 feet	1 deciduous shade tree or 2 evergreens every 60 feet
Understory trees	Allowed, not required	3 ornamental and 1 evergreen tree every 100 feet
Large flowering shrubs	4 clustered every 150 feet	4 every 30 feet
Berm	Allowed, not required	Allowed, not required

4. Driveway access to residential lots within the subdivision will be restricted to the internal streets being proposed, with the exception of Lots 12, 13, and 20, which shall each be granted 1 individual driveway access to Gore Road.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.

2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".

3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any

construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.

4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.

5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.

6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.

7. The Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

8. The Sub-Divider agrees and acknowledges that the sanitary sewer service to the property is not readily accessible, and that the City will not be providing sanitary sewer service to the property at this time. The property will be served by on-site (septic) waste disposal systems that shall be installed at the expense of property owners, and in accordance with all applicable City ordinances, policies and procedures.

INSTALLATION AND MAINTENANCE

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

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

5. Utilization of graded ditches to convey stormwater is permitted in the subdivision. If ditches are utilized, the Sub-divider shall be responsible for the design and appropriate grading and establishment of turf within the ditches to properly convey stormwater within the subdivision. It shall be the responsibility of the Sub-Divider, and/or future property owners within the Subdivision to maintain ditches, culvert pipes, or other related infrastructure

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

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

7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Creekside Ranch 1st Plat, Lots 1 thru 23** is **\$11,868.00, or \$516.00 per dwelling unit**. Payment of the Parkland Dedication Fee in Lieu shall be paid in accordance with Section 445.040(H) of the Unified Development Code prior to the recording of the final plat.

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

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

ADDITIONAL REQUIREMENTS

1. The Sub-Divider agrees to remove debris from under road culverts either as part of subdivision development/mass grading or utility installation, but prior to the issuance of any building permits within the subdivision. Such work is subject to the approval of the Public Works Director, or their designee.

GENERAL PROVISIONS

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

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

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

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

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

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

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

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

9. The Sub-divider and City acknowledge the Memorandum of Understanding for Creekside Ranch Subdivision, executed by both parties and approved by City Council on February 12, 2024 remains in effect.

10. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Sub-Divider, at:

Creekside Raymore, LLC
21 SE 29th Terr
Lee's Summit, MO 64082

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Creekside Ranch 1st Plat**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Creekside Ranch 1st Plat**.

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

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

Stamp:

Notary Public: _____

My Commission Expires: _____

Attachment A

FEE CALCULATION FOR CREEKSIDE 1ST FINAL PLAT

DRAFT