TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
APRIL 16, 2024

REGULAR SESSION NO. 25
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

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

Public comments can be made in-person by signing in before the meeting using the sign-in sheet available in the City Hall Council Chamber. To make public comments remotely, please use the Zoom Webinar ID and Passcode below and notify the Clerk, using the contact information above, of your intent to give a Public Comment remotely during the live online meeting, or send your Public Comments to the City Clerk at the email address above by 12:00 p.m. (noon) on April 16, 2024 so that your comments can be presented in writing to the Board of Aldermen during the Public Comments section of the meeting agenda. All Public Comments received will be kept on file in the City Clerk's office.

zoom.us/join
Webinar ID: 886 6614 8227
Passcode: 259116

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Public Comments

Comments from the Mayor
Comments 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. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

   Minutes from the April 9, 2024 Board of Aldermen Meeting

   R-3597-24: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH LAUREL PET RESORT FOR VETERINARY SERVICES IN EXCESS OF $30,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2023-2024. Point of Contact: Diane Egger, Community Development Director.

OLD BUSINESS

2. **SECOND READING: Bill No. 6662-24, Section XIII. AN ORDINANCE** APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO ARASH KAMALI, VANTAGE MOTORS, LLC., TO OPERATE A VEHICLE SALES, NEW OR USED, USE AT 10004 E. MISSOURI 350 HIGHWAY IN AN HC, HIGHWAY COMMERCIAL, DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director. (Public Heading held on April 9, 2024)

NEW BUSINESS

3. **FIRST READING: Bill No. 6664-24, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A TWO-MONTH EXTENSION TO THE SIX-MONTH 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 $23,533.00 FOR FISCAL YEAR 2023-2024.Point of Contact: Missy Wilson, Assistant City Administrator/Economic Development Administrator.

    - ★ Staff is requesting a suspension of the rules.

4. **R-3598-24: A RESOLUTION** AUTHORIZING AND APPROVING THE DEPOSIT OF FUNDS IN THE AMOUNT OF $25,000.00 TO THE CITY OF RAYTOWN PURSUANT TO THE ESCROW AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND EIEIO REAL ESTATE, LLC. Point of Contact: Diane Egger, Community Development Director.

5. **R-3599-24: A RESOLUTION** AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE MEJORANDO GROUP TO CONDUCT A STAFFING STUDY FOR THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED $75,000.00 FOR FISCAL YEAR 2023-2024**.** Point of Contact: Debbie Duncan, Human Resource Manager.

6. **R-3600-24: A RESOLUTION** AMENDING THE AGREEMENT WITH KISSICK CONSTRUCTION FOR THE 2022-2023 SANITARY SEWER MAINTENANCE PROJECT IN THE AMOUNT OF $15,197.90 FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED $1,610,549.30. Point of Contact: Robinson Camp, Public Works Director.

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
APRIL 9, 2024
REGULAR SESSION NO. 24
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

Mayor Michael McDonough called the April 9, 2024, Board of Aldermen Regular meeting to order at 7:02 p.m. Jason Sneddon, of Skyline Church, provided the invocation and led the pledge of allegiance.

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

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

Absent: Alderman Bonnaye Mims

Proclamations/Presentations

Mayor McDonough presented a proclamation to Alderman Loretha Hayden for her time serving as Acting President of the Board of Aldermen April 2023 – April 2024.

Public Comments

Morris Melloy, Manning Avenue

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

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

Committee Reports

Comments were made by Alderman Myers.

LEGISLATIVE SESSION

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

Minutes from the March 19, 2024 Board of Aldermen Meeting

R-3590-24: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF MELINA ALFORD TO THE RAYTOWN PARK BOARD. Point of Contact: Teresa Henry, City Clerk.

R-3591-24: A RESOLUTION APPROVING THE LAND AND LOT DELINQUENT LIST AND THE PERSONAL DELINQUENT LIST OF DELINQUENT TAXES REMAINING DUE AND UNCOLLECTED RECEIVED FROM JACKSON COUNTY, MISSOURI. Point of Contact: Mike Graham, Finance Director.

R-3592-24: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PRECISION CONSTRUCTION & CONTRACTING, LLC FOR THE 2024 CONCRETE REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED $110,000.00 FOR FISCAL YEAR 2023-2024. Point of Contact: Robinson Camp, Public Works Director.

Alderman Mims joined the meeting at 7:18 p.m.

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

Alderman Walters, seconded by Alderman Van Buskirk, made a motion to remove R-3590-24 from the Consent Agenda. The motion failed by a vote of 4-6.

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

Alderman Myers' motion to adopt the Consent Agenda, seconded by Alderman Emerson, was approved by a vote of 9-0-0-1.

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

Melina Alford spoke regarding her appointment to the Raytown Park Board.

NEW BUSINESS

2. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 10004 E. 350 Highway.

   2a. **FIRST READING: Bill No. 6662-24, Section XIII. AN ORDINANCE** APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO ARASH KAMALI, VANTAGE MOTORS, LLC., TO OPERATE A VEHICLE SALES, NEW OR USED, USE AT 10004 E. MISSOURI 350 HIGHWAY IN AN HC, HIGHWAY COMMERCIAL, DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director.

Mayor McDonough opened the public hearing.

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

Shana Kelly, Planning & Zoning Coordinator, presented the item and remained for any discussion along with the applicants of Vantage Motors, Arash Kamali and Ashkan Kamali.

Mayor McDonough closed the public hearing.

3. **FIRST READING: Bill No. 6663-24, Section XIII: AN ORDINANCE** APPROVING THE "FINAL PLAT OF LAUREL 350 HIGHWAY" LOCATED AT HIGHWAY 350 AND LAUREL AVENUE, COMPRISING 1.98 ACRES, AND LOCATED WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director.

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

Shana Kelly, Planning & Zoning Coordinator, presented the item and remained for any discussion along with the applicant Andrew Osman, of EIEIO Real Estate.

Alderman Myers, seconded by Alderman Garza, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 9-1.

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

The item was read for a second time by title only by Teresa Henry, City Clerk.

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

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

Became Ordinance 5754-24.

Mayor McDonough called for a short break at 8:21 p.m.

Mayor McDonough reconvened the meeting at 8:27 p.m.

4. **R-3593-24: 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 item was read by title only by Teresa Henry, City Clerk.

Alderman Hayden, seconded by Alderman Emerson, nominated Alderman Ian Scott to serve as Acting President. The motion was approved by a vote of 10-0.

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

5. **R-3594-24: A RESOLUTION** ESTABLISHING THE RATES FOR MEDICAL, DENTAL AND VISION INSURANCE FOR THE INSURANCE PLAN YEAR FROM JULY 1, 2024 TO JUNE 30, 2025. Point of Contact: Debbie Duncan, Human Resource Manager.

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

Debbie Duncan, Human Resource Manager, presented the item and remained for any discussion.

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

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

6. **R-3595-24: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH R.E. PEDROTTI COMPANY, INC. FOR A SUPERVISORY CONTROL AND DATA ACQUISITION ALERT SYSTEM IN AN AMOUNT NOT TO EXCEED $35,000.00 FOR FISCAL YEAR 2023-2024. Point of Contact: Robinson Camp, Public Works Director.

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

Mathias Lwomeleza, Public Works Superintendent, presented the item and remained for any discussion.

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

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

7. **R-3596-24: A RESOLUTION** AMENDING THE FISCAL YEAR 2023-2024 BUDGET RELATED TO THE MID-AMERICA REGIONAL COUNCIL FOR THE FUNDING PHASE TWO OF THE LITTLE BLUE RIVER WATERSHED FEASIBILITY STUDY. Point of Contact: Robinson Camp, Public Works Director.

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

Robinson Camp, Public Works Director, presented the item and remained for any discussion.

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

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

ADJOURNMENT

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

The meeting adjourned at 8:47 p.m.

_____
Teresa M Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/10/2024

MEETING DATE: April 16, 2024

SUBMITTED BY: **DEPARTMENT: Community Development**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

R-3597-24: Board of Aldermen to spend in excess of $30,000.00 but within budgeted amounts for animal veterinary services.

BACKGROUND/JUSTIFICATION

In 2023, the Community Development Department requested bids from qualified firms interested in providing veterinary services and Laurel Pet Resort was one of two firms to submit a bid. On January 1, 2024, the City entered into a two (2) year agreement with Laurel Pet Resort (with the City having the option to extend the contract for additional two (2) year terms thereafter). Pursuant to the City's purchasing policy, expenditures of funds with a single vendor in excess of $30,000.00 annually must be approved by the Board. The Community Development budget anticipates that the costs of animal care and veterinary care will exceed $30,000.00; therefore, staff is requesting Board approval to spend in excess of $30,000.00.

RECOMMENDED MOTION

Staff recommends approval to spend in excess of $30,000.00, but within budgeted amounts, for veterinary services.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:Laurel Pet Resort	
Amount of Request/Contract:	
Amount Budgeted: $95,000	
From Account Name and #:101-82-00-100-52250	Amount: $30,000.00
To Account Name and #:	Amount:

REVIEWED BY

Diane Egger Michael Graham Jennifer Baird Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Laurel 2023-2024

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

RESOLUTION NO.: R-3597-24

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH LAUREL PET RESORT FOR VETERINARY SERVICES IN EXCESS OF $30,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Raytown (the "City") issued an invitation to bid for veterinary services necessary for the operation of animal control in 2023; and

WHEREAS, the City anticipates spending in excess of $30,000.00 on veterinary services associated with animal control; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the expenditure of funds with Laurel Pet Resort for veterinary services in excess of $30,000.00 but within budgeted amounts for fiscal year 20232024.

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

THAT, the expenditure of funds with Laurel Pet Resort for veterinary services in excess of $30,000.00 but within budgeted amounts for fiscal year 2023-2024 is hereby authorized and approved; and

FURTHER THAT, the City Administrator is hereby authorized to execute any and all documents necessary or incidental thereto on behalf of the City and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 16th day of April, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/11/2024

MEETING DATE: April 16, 2024

SUBMITTED BY: **DEPARTMENT: Community Development**

Document Type: Ordinance

SUBJECT/REQUEST

SECOND READING, Bill No. 6662-24, Section XIII: Request for the approval of a Conditional Use Permit for "Vehicle Sales, New & Used," for Vantage Motors, located at 10004 E. 350 Highway.

BACKGROUND/JUSTIFICATION

The property owner, Aak Investments, LLC., dba Vantage Motors, is requesting the approval of a Conditional Use Permit for the purpose of *"Vehicle Sales, New and Used"* for the property addressed as 10004 E. 350 Highway. Vantage Motors has continuously operated a Vehicle Sales establishment at this location since 2010 under the approval of a Conditional Use Permit, which expired in the year 2020, and a second Conditional Use Permit to include additional land in 2013, which also expired in 2020. They have operated without an approved CUP since that time, which is the purpose of this application. They are seeking a new Conditional Use Permit to continue to sell vehicles at this location.

RECOMMENDED MOTION

Approval with Conditions

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

Planning & Zoning reviewed and recommended approval with conditions on March 7, 2024.

FINANCIAL IMPACT

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

REVIEWED BY

Diane Egger
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord CUP Vantage Motors-10004 E. 350 Highway
2. FINAL.Packet_PZ.2023.10

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

AN ORDINANCE APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO ARASH KAMALI, VANTAGE MOTORS, LLC., TO OPERATE A VEHICLE SALES, NEW OR USED, USE AT 10004 E. MISSOURI 350 HIGHWAY IN AN HC, HIGHWAY COMMERCIAL, DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application PZ-2023-10, was duly submitted on or about September 18, 2023, by Arash Kamali, LLC., requesting approval of a Conditional Use Permit to operate a Vehicle Sales, New or Used, Use on Property Located at 10004 E. 350 Highway Within an HC, Highway Commercial, District in the City of Raytown, Jackson County, Missouri (the "Application"); and

WHEREAS, the Application was considered by the Planning Commission on March 7, 2024, and by a vote of 8 in favor, 0 against, rendered a report to the Board of Aldermen recommending that the Application by approved; and

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

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

SECTION 1 – APPROVAL OF CONDITIONAL USE PERMIT. That the Application for approval of a Conditional Use Permit to operate a Vehicle Sales, New or Used, Use on Property Located at 10004 E. 350 Highway Within an HC, Highway Commercial, District in the City of Raytown, Jackson, County, Missouri is hereby approved and issued to Arash Kamali, Vantage Motors, LLC.

SECTION 2 – CONDITIONS OF APPROVAL. That the Application for approval of a Conditional Use Permit to operate a Vehicle Sales, New or Used, Use on Property Located at 10004 E. 350 Highway within an HC, Highway Commercial, District in the City of Raytown, Jackson County, Missouri, be approved and issued to Arash Kamali, Vantage Motors, LLC., subject to the following conditions as contained in the staff report and as modified and approved by the Planning Commission:

1. If approved, the alleyway adjacent to the north must be consolidated with the main property prior to the use of the alleyway for the parking of vehicles.
2. The striping of any parking stalls determined to be unauthorized must be removed within six (6) months of the signed ordinance. All parking stalls must be striped to conform to what is approved with this application.
3. No cars may be parked in spaces which are not striped and designated for the parking of vehicles. This applies to all vehicles, whether they be for display, customer, or employee parking.
4. No more than fifty-seven (57) vehicles total shall be allowed on the property, including the alleyway, at one time. They shall be designated as such:
    a. A maximum of 43 vehicles displayed for sale on the main site;
    b. A maximum of eight (8) vehicles displayed for sale within the alleyway;

   c. One (1) ADA-compliant handicap-accessible parking space shall be provided along the east side of the property, adjacent to the eight-foot (8') handicap access aisle. This space must be clearly marked for handicap use.
   d. Two (2) spaces must be designated for employee parking.
   e. Three (3) spaces must be designated for customer parking.
   f. All new parking stalls must meet the minimum size code requirements, which are 18 feet long by 9-feet wide. If approved, the existing display stalls may be 8-feet wide, but all other parking must comply with Code requirements.

5. The business must comply with all applicable local, state, and federal laws and regulations.
6. An Access Agreement must be obtained with 7403 Raytown Road, currently occupied by O'Reilly's Automotive, to allow continued utilization of the alleyway for access to and from their site. A copy of this written and notarized agreement must be recorded with the Jackson County Recorder of Deeds and provided to City Staff with six (6) months of the date of approval.
7. Any lights used to illuminate the parking area shall be arranged, located or screened to direct light away from adjoining or abutting residential districts.
8. No ramp or other structure for the purpose of displaying vehicles shall be constructed, installed, or placed on the property.
9. No vehicles shall be parked or displayed on the public right-of-way, on grass, or in other landscaped areas.
10. No vehicle shall be unloaded or loaded on public right-of-way. Unloading and loading of vehicles shall be conducted only on private property.
11. Any inoperable, dismantled, or damaged vehicle shall be stored within the building so that it is not visible to persons outside of the building.
12. Required landscaping must be maintained and kept in good condition.
13. Appropriate signage must be placed directly on each vehicle that is for sale that can easily be identified as marking such vehicle for that purpose. Such signage shall be placed on or inside the vehicle's windows and shall not consist of balloons, streamers, or other similar devices.
14. A 5-foot ADA-compliant sidewalk must be installed along the frontage of 350 Hwy. This shall connect to the existing sidewalk along Raytown Road and shall terminate at the natural extension of the property line, which runs north/south. Public Works personnel may determine the exact location of the sidewalk's termination in the field, depending on utilities and other potential obstacles.
15. All required improvements contained herein must be constructed within one (1) year of approval of an ordinance by the Board of Aldermen approving this Conditional Use Permit. If the improvements are not constructed within one (1) year of approval of the said application by the Board of Aldermen, the Conditional Use permit shall be null and void.
16. The Conditional Use Permit shall not be transferrable beyond the initial intended end-user, Arash Kamali (d/b/a/ Vantage Motors, LLC.), except that the Conditional Use Permit can be transferred from Vantage Motors LLC. to its parent, subsidiary, or affiliate, or to a franchisee or dealer of Vantage Motors LLC.

17. Failure to comply with any of the conditions or provisions contained in the signed ordinance shall constitute violations of both this ordinance and the City's Comprehensive Zoning Code and shall be cause of revocation of the Conditional Use Permit granted herein in addition to other penalties contained in the City Code.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this _____ day of April, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

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

Staff Report

To: City of Raytown, Planning Commission

From: Shana Kelly, Planning & Zoning Coordinator

Case #: PZ-2023-10 Conditional Use Permit

Planning & Zoning Meeting Date: March 7, 2024

Board of Aldermen Dates: April 9, 2024
April 16, 2024

Applicant: Arash Kamali, Vantage Motors, LLC.

Location: 10004 E. 350 Highway

Property Owner: AAK Investment, LLC.

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

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

Background Information: The property owner, Aak Investments, LLC., dba Vantage Motors, is requesting the approval of a Conditional Use Permit for the purpose of *"Vehicle Sales, New and Used"* for the property addressed as 10004 E. 350 Highway. Vantage Motors has continuously operated a Vehicle Sales establishment at this location since 2010 under the approval of a Conditional Use Permit, which expired in the year 2020, and a second Conditional Use Permit to include additional land in 2013, which also expired in 2020. They have operated without an approved CUP since that time, which is the purpose of this application. They are seeking a new Conditional Use Permit to continue to sell vehicles at this location.

AAK Investments, LLC, dba Vantage Motors also owns the properties located at 10012 and 10016 E. 350 Highway. ***These two (2) properties are not a part of this Conditional Use Permit application.***

Under their original approval in 2010, all parking stalls were designed to meet code, which requires a minimum of nine feet (9') in width. A maximum of **23 vehicles for display** was established as one of the conditions of approval.

In 2013, a new Conditional Use Permit application was filed to include some additional property adjacent to the north, which was home to a vacant carwash. The new Conditional Use Permit (2013) was approved but expired at the same time as the existing one, in 2020. Under the approval of the 2013 Conditional Use Permit, the dimensions of the display stalls were seemingly reduced to eight feet (8'), contradicting the City of Raytown Municipal Code requirements. This parking width reduction then allowed for **43 stalls to be used for display vehicles** within the site.

Because the previous Conditional Use Permit was approved allowing the display stalls to be eight feet (8') wide, the applicant was not required to modify them on the Site Plan for this application. As this is a new application, staff recommends that all new parking stalls comply with the Raytown Municipal Code requirements of 18'x9', as these are the dimensions approved by the Board of Aldermen and codified.

The applicants have acquired ownership of the adjacent alleyway and request to include it in this Conditional Use Permit application for the parking of eight (8) additional vehicles for sale to be displayed.

As the site is within the "HC" (Highway Commercial) Zoning District and the 350 Highway Corridor Overlay district, the property must be brought into compliance with all requirements of these district Standards, which include, but is not limited to, the construction of a sidewalk along the 350 Highway frontage.

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

Total Land Area: 0.73 Acre

Future Applications: The applicant recently received approval of a Conditional Use Permit for the adjacent properties, addressed as 10012 and 10016 E. 350 Highway to be used for the expansion of the used vehicle sales establishment. If this Conditional Use Permit application is approved, the properties must undergo the lot combination or platting process to consolidate these three (3) lots.

Public Noticing: *The Daily Record:* A public hearing notice was originally published in The Daily Record Kansas City, on **October 11, 2023.** A copy of the affidavit of publication is included with the attachments to this report. Letters to Residents and Property Owners were mailed to property owners within 185 feet of the subject property on **October 12, 2023.** A copy of this letter is included with the attachments to this report.

Neighborhood Meeting: The applicant held a neighborhood meeting on **October 19, 2023**. They state that one (1) neighbor, Bob Mais, attended, and that he expressed support for the application.

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

Adjacent Properties:

	Zoning:	Current Land Use:
North:	"R-2" (Medium Density Residential)	Commercial Business (O'Reilly Auto Parts)
South:	Public Right-of-Way	Highway (E 350 Hwy)
East:	"R-2" (Medium Density Residential) and "HC-P" (Highway Corridor Commercial – Planned Overlay District)	Commercial Business (Midwest Transmission)
West:	Public Right-of-Way	Highway (E 350 Hwy)

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

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

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

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

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

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

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

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

Vehicular and Pedestrian Access: Vehicular access to and from the site is provided in two (2) locations. A right-in, right-out access point along E. 350 Highway and another right-in, right-out access point via the alleyway on Raytown Road. Pedestrian access is currently provided via a sidewalk along the frontage of Raytown Road. As part of the site improvements, a 5' ADA-compliant sidewalk will also be constructed along the frontage of 350 Highway, connecting to the existing sidewalk.

Conditional Use Permit Factors to Be Considered:

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

   The proposed use is appropriate for the site(s) and the "HC" (Highway Commercial Corridor) zoning district as this zoning designation is intended for businesses that attract patrons on a regional level.

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

   If approved, the proposed pre-owned automotive sales business will continue to occupy the site. The site must be brought into compliance with the conditions of approval and the Highway 350 Corridor Design Guidelines, thereby helping to stabilize and/or improve the value of properties in the area in which it is located.

3. **Protection against fire casualties.**

   The site is developed and has been operating as a vehicle sales establishment since 2010. Approximately 10 unauthorized parking stalls have been added creating safety concerns and overcrowding of the site. If the site can be brought back into compliance with the conditions of approval, the site will be better protected against fire casualties.

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

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

5. **Prevention of traffic congestion.**

It is possible for traffic congestion to be managed, if the business operates as is approved. Cars may not be parked within the public right-of-way, and no more than the authorized number of vehicles may be on the site at any time.

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

   As indicated on the Site Plan, there are two (2) right-in, right-out access points. One connects the site to Westbound E. 350 Highway, and the other connects the site to Northbound Raytown Road via the alleyway. Both are proposed to remain. Vehicle parking is provided on the site plan and the stalls are designated "Display," "Customer," "Employee," and "Handicap." If site parking is utilized as is approved, vehicles should be parked in an orderly manner and traffic safety will be promoted.

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

   The business has the potential to operate safely, assuming that site circulation is conducted in a manner aligned with what is approved.

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

   The site is already developed and allows for sufficient light and air within the site.

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

   This business has been in operation since 2010 and has created issues of overcrowding by not complying with the previous CUP conditions of approval and adding several unauthorized parking stalls, including parking vehicles for display in the privately-owned alleyway adjacent to the north. The City of Raytown Municipal Code requires that parking spaces have a minimum length of eighteen-feet (18') and a minimum width of nine-feet (9'). The previous Conditional Use Permit (2013) was approved allowing the stalls that are designated for display to be only eight-feet (8') wide, a deficit of one-foot (1') in width.

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

    The approval of a Conditional Use Permit and the proposed future development will not have an impact on schools in Raytown or the school district.

11. **Invasion by inappropriate uses.**

    The area is suitable for a Vehicle Sales establishment. *Vehicle Sales, New and Used*, are permitted in the "HC" (Highway Commercial Corridor) district with the approval of a Conditional Use Permit. Vantage Motors has been operating at this location since 2010.

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

    If approved, the applicant(s) will be required to bring the site into compliance with the 350 Highway Corridor Overlay Design Standards. This includes the construction of a sidewalk along the 350 Highway frontage, maintenance of required landscaping, and adherence to the maximum number of vehicles within the site.

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

    If approved, all required improvements contained herein must be constructed within one (1) year of approval of an ordinance by the Board of Aldermen approving this Conditional Use Permit. If the improvements are not constructed within one (1) year of approval of the said application by the Board of Aldermen, the Conditional Use permit shall be null and void.

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

    As previously noted, Vantage Motors has been in operation at this location since 2010. If the property/business owners can abide by the terms and conditions approved in this Conditional Use Permit application, it is possible for the business to assist in the orderly renewal, development, and growth of Raytown.

PUBLIC WORKS:

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

ATTACHMENTS:

- Zoning Map
- Site Photos
- Site Plan
- Approved Site Plan 2010
- Approved Site Plan 2013

- Signed Ordinance approving 2013 CUP
- Application
- Street Classification Map
- Affidavit of Publication
- Buffer Map (185 ft. from property boundary lines)
- Neighborhood Letter
- Mailing List (185 ft. from property boundary lines)

RECOMMENDATION:

Staff recommends that the Planning & Zoning Commission **Approve** Conditional Use Permit application **PZ-2023-10** subject to the following conditions:

1. If approved, the alleyway adjacent to the north must be consolidated with the main property prior to the use of the alleyway for the parking of vehicles.
2. The striping of any parking stalls determined to be unauthorized must be removed within six (6) months of the signed ordinance. All parking stalls must be striped to conform to what is approved with this application.
3. No cars may be parked in spaces which are not striped and designated for the parking of vehicles. This applies to all vehicles, whether they be for display, customer, or employee parking.
4. No more than a total of fifty-seven (57) vehicles total shall be allowed on the property, including the alleyway, at one time. They shall be designated as such:
    a. A maximum of 43 vehicles displayed for sale on the main site;
    b. A maximum of eight (8) vehicles displayed for sale within the alleyway;
    c. One (1) ADA-compliant handicap-accessible parking space shall be provided along the east side of the property, adjacent to the eight-foot (8') handicap access aisle. This space must be clearly marked for handicap use.
    d. Two (2) spaces must be designated for employee parking.
    e. Three (3) spaces must be designated for customer parking.
    f. All new parking stalls must meet the minimum size code requirements, which are 18 feet long by 9-feet wide. If approved, the existing display stalls may be 8-feet wide, but all other parking must comply with Code requirements.
5. The business must comply with all applicable local, state, and federal laws and regulations.
6. An Access Agreement must be obtained with 7403 Raytown Road, currently occupied by O'Reilly's Automotive, to allow continued utilization of the alleyway for access to and from their site. A copy of this written and notarized agreement must be recorded with the Jackson County Recorder of Deeds and provided to City Staff.
7. Any lights used to illuminate the parking area shall be arranged, located or screened to direct light away from adjoining or abutting residential districts.

8. No ramp or other structure for the purpose of displaying vehicles shall be constructed, installed, or placed on the property.
9. No vehicles shall be parked or displayed on the public right-of-way, on grass, or in other landscaped areas.
10. No vehicle shall be unloaded or loaded on public right-of-way. Unloading and loading of vehicles shall be conducted only on private property.
11. Any inoperable, dismantled, or damaged vehicle shall be stored within the building so that it is not visible to persons outside of the building.
12. Required landscaping must be maintained and kept in good condition.
13. Appropriate signage must be placed directly on each vehicle that is for sale that can easily be identified as marking such vehicle for that purpose. Such signage shall be placed on or inside the vehicle's windows and shall not consist of balloons, streamers, or other similar devices.
14. A 5-foot ADA-compliant sidewalk must be installed along the frontage of 350 Hwy. This shall connect to the existing sidewalk along Raytown Road and shall terminate at the natural extension of the property line, which runs north/south. Public Works personnel may determine the exact location of the sidewalk's termination in the field, depending on utilities and other potential obstacles.
15. All required improvements contained herein must be constructed within one (1) year of approval of an ordinance by the Board of Aldermen approving this Conditional Use Permit. If the improvements are not constructed within one (1) year of approval of the said application by the Board of Aldermen, the Conditional Use permit shall be null and void.
16. The Conditional Use Permit shall not be transferrable beyond the initial intended end-user, Arash Kamali (d/b/a/ Vantage Motors, LLC.), except that the Conditional Use Permit can be transferred from Vantage Motors LLC. to its parent, subsidiary, or affiliate, or to a franchisee or dealer of Vantage Motors LLC.
17. Failure to comply with any of the conditions or provisions contained in the signed ordinance shall constitute violations of both this ordinance and the City's Comprehensive Zoning Code and shall be cause of revocation of the Conditional Use Permit granted herein in addition to other penalties contained in the City Code.

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

Zoning Map

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

Site Photos

Facing north from the south edge of the lot

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

Vantage Motors, continued

Facing south from the north edge of the lot

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

Vantage Motors, continued

Facing east from the northwestern edge of the lot

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

Vantage Motors, continued

From Google, November 2023

Currently proposed Site Plan

EXISTING FENCING 3
Scale N.T.S.

LOCATION MAP 2
Scale N.T.S.

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

PLAN NOTES

01 EXISTING CONCRETE CURB & GUTTER
02 EXISTING GAS METER
03 HANDICAP SIDEWALK RAMPS, 1:12 SLOPE WITH TERRA COTTA COLOR TRUNCATED DOME
04 5' WIDE 4" THICK REINF. CONC. SIDEWALK
05 EXISTING 6" DIA. STL. BOLLARD W/ CABLE SECURITY GATE.
06 EXISTING SECURITY FENCING & GATES
07 EXISTING CONC. SIDEWALK
08 EXISTING SIDEWALK HANDICAP RAMPS
09 EXISTING TRASH CONTAINER LOCATION
10 EXISTING RTU TO BE SCREENED WITH WHITE VYNAL FENCING

USER LIABILITY
L. CHRISTOPHER A. BELL, AN REGISTERED ARCHITECT, A REPRESENTATIVE OF ROSE DESIGN GROUP, INC., DO HEREBY ACCEPT PROFESSIONAL RESPONSIBILITY AS ASSIGNED BY THE PROFESSIONAL REGISTRATION LAWS OF THE STATE FOR THE ARCHITECTURAL DESIGN DRAWING CONTENTS OF SHEETS A1 THRU A-11 INCLUSIVE. I DO HEREBY DECLARE THAT THE REMAINING DRAWING CONTENTS OF THE REMAINING SHEETS DO NOT BEAR THE RESPONSIBILITY OF OTHER DESIGN PROFESSIONALS WHICH SHALL AND DO SUBMIT STRUCTURAL AND MPEP ELEMENTS IN THE CONSTRUCTION DOCUMENT PACKAGE.

CHRISTOPHER A. BELL

STATE OF MISSOURI
CHRISTOPHER LEE BELL
NUMBER A-5161
REGISTERED ARCHITECT

CHRISTOPHER A. BELL - ARCHITECT
MO# A5275

ROSE DESIGN GROUP INC.
ARCHITECTS ■ PLANNERS
A Division of Rose Design Build
913-782-0777 FAX: 913-782-0998
P.O. BOX 100 OLATHE, KS 66051
MISSOURI STATE CERTIFICATE OF AUTHORITY # 2008014945
www.BuildWithRose.com

EXISTING CAR LOT CUP FOR:
VANTAGE MOTORS LLC
10004 E. 350 HIGHWAY
RAYTOWN, JACKSON COUNTY, MISSOURI

NO.	DESCRIPTION	DATE

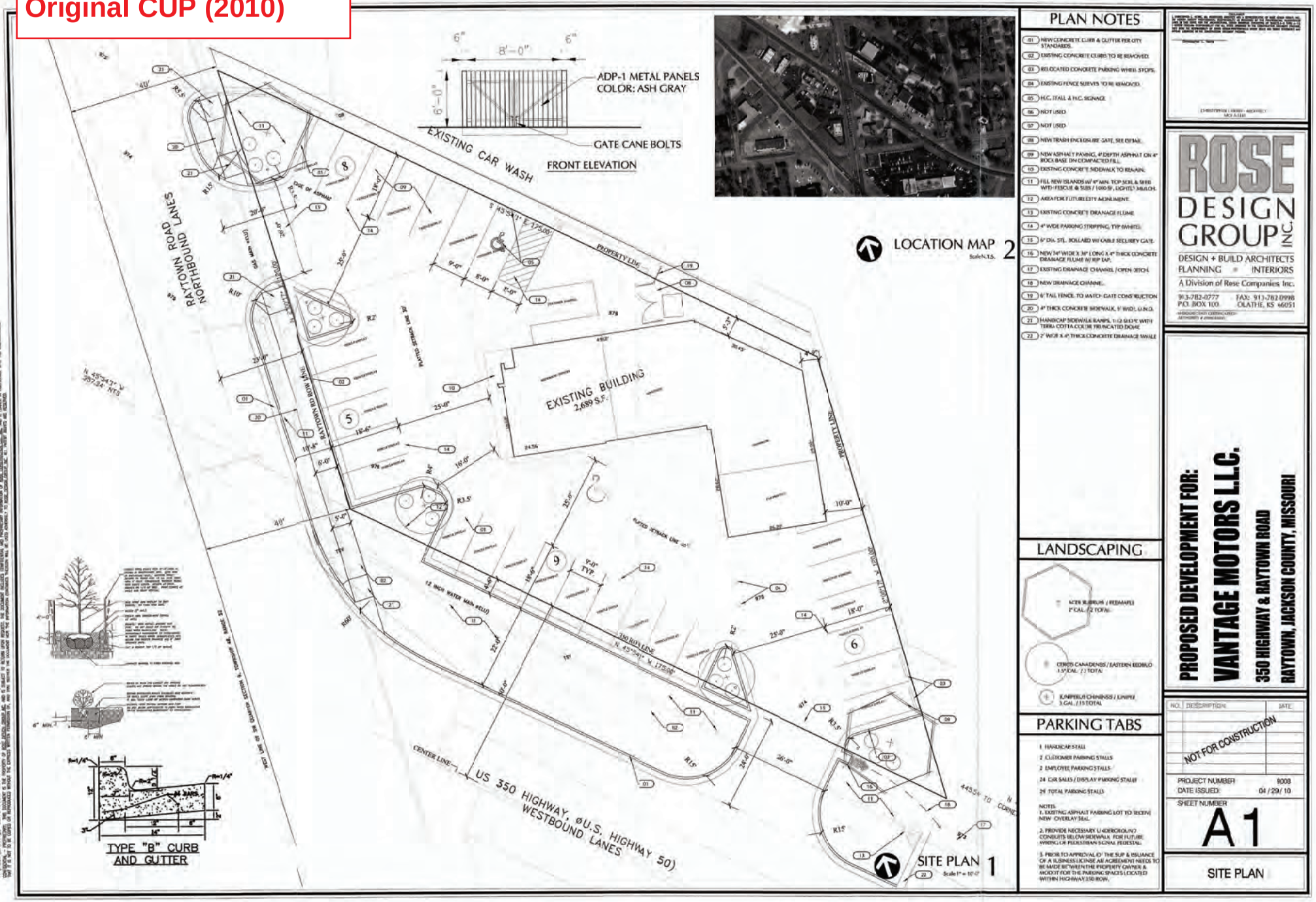
Received 2/19/24

PROJECT NUMBER 23010
DATE ISSUED: ~~12/29/23~~
SHEET NUMBER
A1

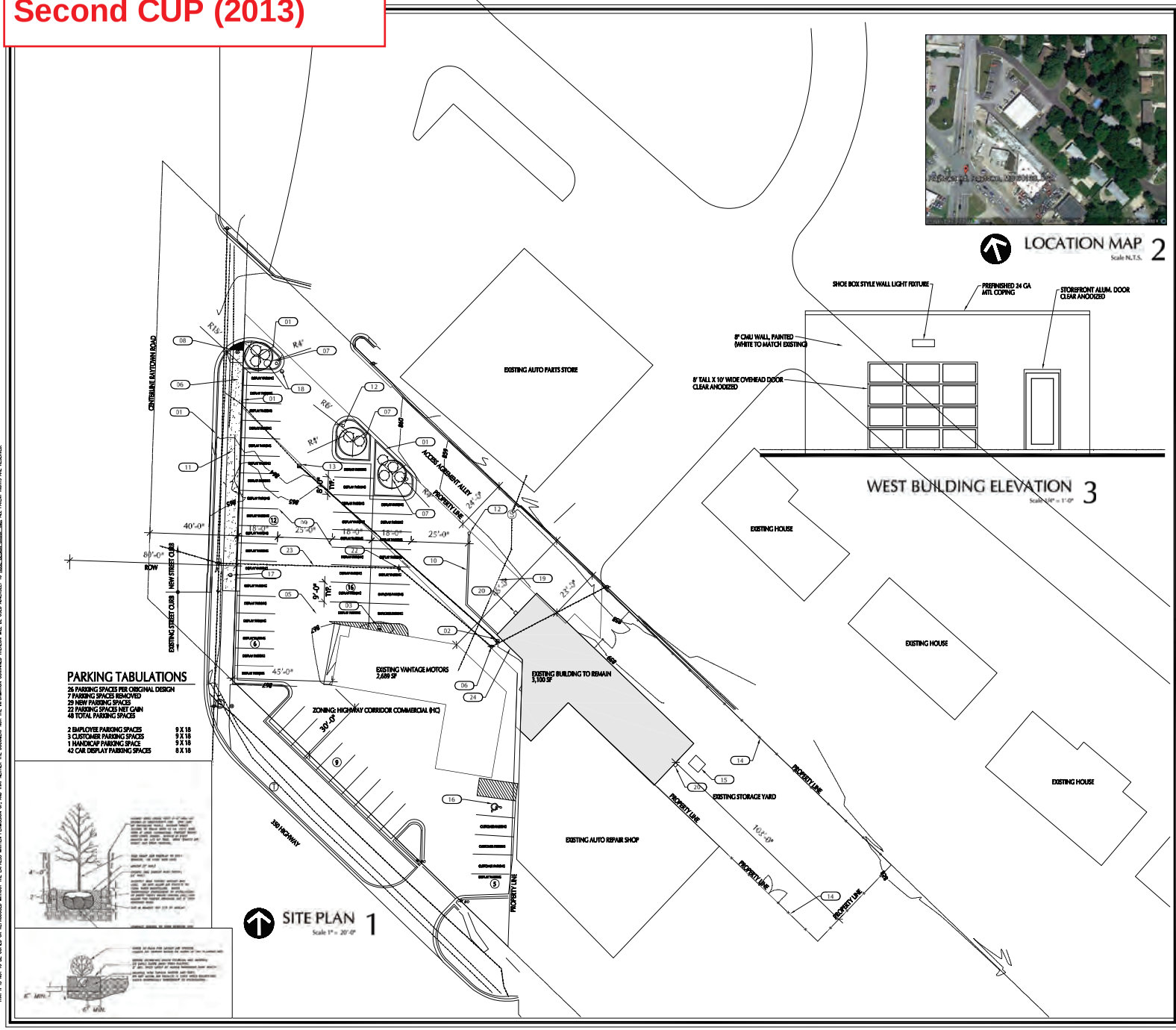
SITE PLAN

Feb 19, 2024 – 9:07am – USER Chris B
T:\Rose\Drawings-Current\22015 Vantage Motors Service Remodel\Production\Planning & Zoning\Architectural\Vantage Corner Lot CUP\A1 SITE PLAN.dwg
COPYRIGHT, OWNERSHIP: THE DOCUMENT IS THE PROPERTY OF ROSE DESIGN GROUP, INC. AND IS SUBJECT TO THE COPYRIGHT LAWS OF THE UNITED STATES. THE DOCUMENT INCLUDES OWNERSHIP, AND OWNERSHIP INFORMATION OF ROSE CONSTRUCTION CO., INC. AND IS SHARED IN CONFIDENCE WITH THE UNDERSIGNING PARTY. THE DOCUMENT IS NOT TO BE REPRODUCED, PUBLISHED OR DISPLAYED IN ANY WAY WITHOUT WRITTEN PERMISSION FROM THE ROSE DESIGN GROUP, INC. AND ROSE CONSTRUCTION CO., INC.

Approved Site Plan for Original CUP (2010)



Approved Site Plan for Second CUP (2013)



PLAN NOTES

01 NEW CONCRETE CURB & GUTTER PER CITY STANDARDS.
02 RELOCATED GAS METER
03 EXISTING GAS METER TO BE MAIN
04 FILL NEW ROW W/ 6" MIN. TOP SOIL & SOD
05 NEW ASPHALT PAVING, 5" DEPTH ASPHALT ON 5" ROCK BASE ON COMPACTED FILL.
06 EXISTING POWER POLE & SERVICE LINES TO REMAIN
07 FILL NEW ISLANDS W/ 6" MIN. TOP SOIL & MULCH WITH TREATED WOOD MULCH RIMS
08 HANDICAP SIDEWALK RAMPS, 1:12 SLOPE WITH TERRA COTTA COLOR TRUNCATED DOME
09 4" WIDE PARKING STRIPPING, TYP W/ HFTD.
10 8" CMU RETAINING WALL, W/ SOLID CAP & 42" TALL GUARD RAILING (PAINTED, BLACK)
11 6' WIDE 4" THICK REINF. CONC. SIDEWALK
12 6" DIA. STL. BOLLARD W/ CABLE SECURITY GATE
13 EXISTING GAS METER TO BE REMOVED
14 6' TALL 'BLACK' VINYL PVC FENCE W/ A WROUGHT IRON APPEARANCE & MATCHING STYLED 6' TALL GATES
15 TRASH CONTAINER LOCATION
16 RELOCATED HANDICAP PARKING SPACE & SIGNAGE
17 EXISTING WATER METER TO REMAIN
18 EXISTING WATER METER TO BE RELOCATED, EXISTING METER PIT TO BE FILLED IN
19 EXISTING SANITARY SEWER SERVICE LINE COORDINATE DURING CONSTRUCTION ON LOCATION IN ORDER TO KEEP OPERATIONAL
20 SHOE BOX STYLE WALL MOUNTED LIGHT FIXTURE
21 NOT USED
22 EXISTING POWER POLE TO BE REMOVED. ELECTRICAL SERVICE LINE TO BE PLACED UNDERGROUND TO FOUR BUILDINGS
23 EXISTING TELEPHONE SERVICE LINES TO BE RELOCATED UNDERGROUND
24 NEW 200AMP ELECTRICAL SERVICE ENTRANCE AND METER

LANDSCAPING

JUNIPERUS CHINENSIS / JUNIPER 3 GAL. / 9 TOTAL

CERCIS CANADENSIS / EASTERN REDBUD 1.5" CAL. / 3 TOTAL

CHRISTOPHER L. HERRE - ARCHITECT
MO# A-6161

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PROPOSED CAR LOT EXPANSION FOR:

VANTAGE MOTORS LLC

10004 E. 350 HIGHWAY
RAYTOWN, JACKSON COUNTY, MISSOURI

NO.	DESCRIPTION	DATE

NOT FOR CONSTRUCTION

PROJECT NUMBER 12039
DATE ISSUED: 07 / 23 / 13

SHEET NUMBER
A1

SITE PLAN

Aug 20, 2013 – 4:17pm – USER chrisb
T:\Rose\Drawings-Current\12039 Vantage Motors Expansion\Production\Planning & Zoning\Architectural\A1 SITE PLAN.dwg
COPYRIGHT: PROPERTY OF ROSE DESIGN GROUP INC. AS SUCH, THE DRAWINGS, WRITTEN CONTENT, AND DOCUMENTS PROVIDED HEREUNDER ARE THE PROPERTY OF ROSE DESIGN GROUP INC. AND MAY BE USED ONLY IN CONNECTION WITH THE UNDERSIGNED PROJECT. THE DRAWINGS AND WRITTEN CONTENT PROVIDED HEREUNDER ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF ROSE DESIGN GROUP INC., AND ANY VIOLATION TO THE FOREGOING WILL BE ENFORCED BY LEGAL ACTION.

Signed Ordinance approving 2013 Conditional Use Permit

AMENDED BILL NO. 6342-13 **ORDINANCE NO. 5480-13** **SECTION NO. XIII**

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO EXPAND AN EXISTING VEHICLE SALES BUSINESS ONTO PROPERTY LOCATED 7409 RAYTOWN ROAD

WHEREAS, Arash Kamali, on behalf of AAK Inv., LLC, currently operates an existing vehicle sales business at 10004 E. Highway 350, which was approved by Ordinance No. 5365-10; and

WHEREAS, Arash Kamali, on behalf of AAK Inv., LLC, is seeking approval of a conditional use permit application to expand the existing vehicle sales onto property located at 7409 Raytown Road; and

WHEREAS, pursuant to City Code Chapter 26, Section 20 of the Zoning Ordinance, application no. PZ-2013-010, was referred to the Planning Commission to hold a public hearing; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held said public hearing on August 1, 2013; and

WHEREAS, at the conclusion of said public hearing the Planning Commission by a vote of seven (7) in favor and zero (0) against rendered a report to the Board of Aldermen recommending that the Conditional Use Permit be approved subject to certain conditions; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held a public hearing on August 20, 2013 and September 3, 2013 and based on all of the information presented finds it is in the best interest of the citizens of the City of Raytown to grant said Conditional Use Permit subject to certain conditions;

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

SECTION 1 – GRANT OF CONDITIONAL USE PERMIT. That a Conditional Use Permit is hereby granted to Arash Kamali, on behalf of AAK Inv., LLC allowing the existing vehicle sales business at 10004 E. Highway 350 as was approved by Ordinance No. 5365-10 to expand onto property located at 7409 Raytown as legally described in Exhibit "A", subject to the conditions set forth in Section 2.

SECTION 2 – CONDITIONS OF APPROVAL AND OPERATION. That the following conditions of approval shall apply and be followed during the operation of the business allowed by this Conditional Use Permit.

1. The conditional use permit shall expire at the same time as the conditional use permit approved in Ordinance No. 5365-10 allowing a vehicle sales business on the adjoining property located at 10004 East Highway 350.

2. A Use Permit shall not be issued by the Development and Public Affairs Department until all site improvements and landscaping, as indicated on the site plan, are completed and have been approved by the City of Raytown.

3. The number of vehicles allowed to be displayed for sale on the property shall be limited to a maximum of forty-three (43).

4. Compliance with all applicable local, state, and federal laws and regulations.

5. Landscaping shall be installed and maintained in accordance with the approved site plan.

6. No ramp or other structure for the purpose of displaying vehicles shall be constructed, installed or placed on the property unless it is a permanent structure that is constructed of materials that are consistent with and in keeping with the façade materials of building(s) on the property, has landscaping around it all of which shall be approved by staff.

7. No vehicles shall be parked or displayed on the public right-of-way, on grass or on other landscaped areas unless specifically approved as part of the site plan for the property.

8. No vehicle shall be unloaded or loaded on public right-of-way. Unloading and loading of vehicles shall be conducted only on the private property.

9. Any inoperable, dismantled, or damaged vehicle shall be stored within the building so that it is not visible to persons outside of the building.

10. All required improvements must be constructed within one-year of approval of an ordinance approving this conditional use permit. If the improvements are not constructed, the conditional use permit shall be null and void.

11. The conditional use permit shall not be transferable beyond the initial intended end-user, Arash Kamali (d/b/a Vantage motors LLC), except that the conditional use permit can be transferred from Vantage Motors LLC to its parent, subsidiary or affiliate, or to a franchisee or dealer of Vantage motors LLC.

SECTION 3 – FAILURE TO COMPLY. That failure to comply with any of the conditions or provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Comprehensive Zoning Code and shall be cause for revocation of the Conditional Use Permit granted herein in addition to other penalties contained in the City Code.

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.

Signed Ordinance approving 2013 Conditional Use Permit, cont.

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 Pro Tem of the City of Raytown, Jackson County, Missouri, this 3rd day of September, 2013.

William E. Van Buskirk, Mayor Pro Tem

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Signed Ordinance approving
2013 Conditional Use Permit, cont.

Exhibit "A"

LOTS 2 AND 3, BLOCK 26, LAUREL HEIGHTS, A SUBDIVISION IN RAYTOWN, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

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

PLANNING APPLICATION

CUP- $450.00
MW

Office Use Only	Application Type(s):
Case #:	
Fee Paid:	
PC Meeting Date:	
B of A Meeting Date:	
Newspaper Notice Date:	
Notice Letters Date:	

Project Info:	
Project Name: VANTAGE MOTORS	
Project Address: 10004 E. 350 Highway, Raytown, MO 64138	
Existing Zoning: HC	Existing Land Use: Commercial
Proposed Zoning: HC	Proposed Land Use: Commercial
Total Acreage:	

Applicant:	
Name of Applicant: Arash Kamali	Company (If Applicable): VANTAGE MOTORS LLC
Address: 10004 E 350 Highway City: Raytown	State: MO Zip: 64138
Phone: 215.872.770	Email: arash_kamali@hotmail.com
Applicant Signature: X	

Revised: 08/17/23

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

Property Owner:	
Name of Applicant: Arash Kamali	Company (If Applicable): AAK Investments LLC
Address: 14559 Granada cir City: Overland Park State: KS Zip: 66224	
Phone: 913.961.0990	Email: arash_kamali@hotmail.com
Property Owner Signature: X	

Please Give a Detailed Description of the Proposal Below:

Vantage Motors has been operating at it's current 10004 E. 350 Highway location since 2010, when it redeveloped the northeast corner of Raytown Road and 350 Highway and created a successful vehicle sales business. Vantage Motors would like to continue operations at it's home location in Raytown not only benefiting Vantage Motors, but also the immediate neighbors and the city of Raytown.

Revised: 08/17/23

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

Additional Contact Information

Please provide additional contact information if applicable below:

Project Lead:			
Name: Arash Kamali		Company: Vantage Motors LLC	
Address: 10004 E. 350 Highway	City: Raytown	State: MO	Zip: 64133
Phone: 913 461 0440		Email: arash_kamali@hotmail.com	
Developer:			
Name: N/A		Company:	
Address:	City:	State:	Zip:
Phone:		Email:	
Engineer:			
Name: N/A		Company:	
Address:	City:	State:	Zip:
Phone:		Email:	
Architect:			
Name: N/A		Company:	
Address:	City:	State:	Zip:
Phone:		Email:	
Surveyor:			
Name: N/A		Company:	
Address:	City:	State:	Zip:
Phone:		Email:	

Revised: 08/17/23

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

Landscape Architect:			
Name: N/A		Company:	
Address:	City:	State:	Zip:
Phone:		Email:	
Attorney:			
Name: N/A		Company:	
Address:	City:	State:	Zip:
Phone:		Email:	
Other:			
Name: N/A		Company:	
Address:	City:	State:	Zip:
Phone:		Email:	

1. The proposed action will be in keeping with the character of the neighborhood because:

   The requested action will help preserve the character of the neighborhood. Vantage Motors has been in operation in Raytown at their current location since 2010.

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

   Vantage Motors has been in operation since 2010. The property is currently zoned "HC" within the 350 Highway / Blue Parkway Corridor planning area which encourages development of commercial areas.

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

   N/A

Revised: 08/17/23

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

4. This property is more suited for the proposed use than its current use(s) because:

N/A

5. The proposed use could have the following detrimental effects on nearby parcels:

The proposed use will not adversely affect nearby parcels; instead, it would help to preserve it.

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

If the application is denied, property owners will be forced to move Vantage Motors and its operation to a different location not only adversely the nearby parcels but also limiting the development of immediate adjacent properties.

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

This application will enable the owner to maintain adequate public facilities and utilities to serve the proposed use.

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

The property is currently zoned "HC" and is located within the 350 Highway / Blue Parkway Corridor Planning area. One of the objectives of the Zoning district is to encourage commercial areas to be planned and developed so as to result in attractive, viable and safe centers and clusters. Furthermore, automotive sales and repair is a conditional use for property

9. Additional comments:

Zoned HC and the 350 Highway / Blue parkway Corridor Plan provides that the recommended future land use for the property is commercial uses, which includes automotive sales and repair.

Revised: 08/17/23

CITY OF RAYTOWN
10000 East 59th Street
Raytown, MO 64133
816-737-6000

DATE : 9/15/2023 11:07 AM
OPER : CD2
TKBY : Community Developmen
TERM : 34
REC# : R00751220

==========

EG EnterGov 450.00
INV-00028763 450.00
- CAINVOICEFEE 450.0000

Paid By:LAARK INVESTMENTS LLC
2-CHK 450.00 REF:6793

APPLIED	450.00
TENDERED	450.00
CHANGE	0.00

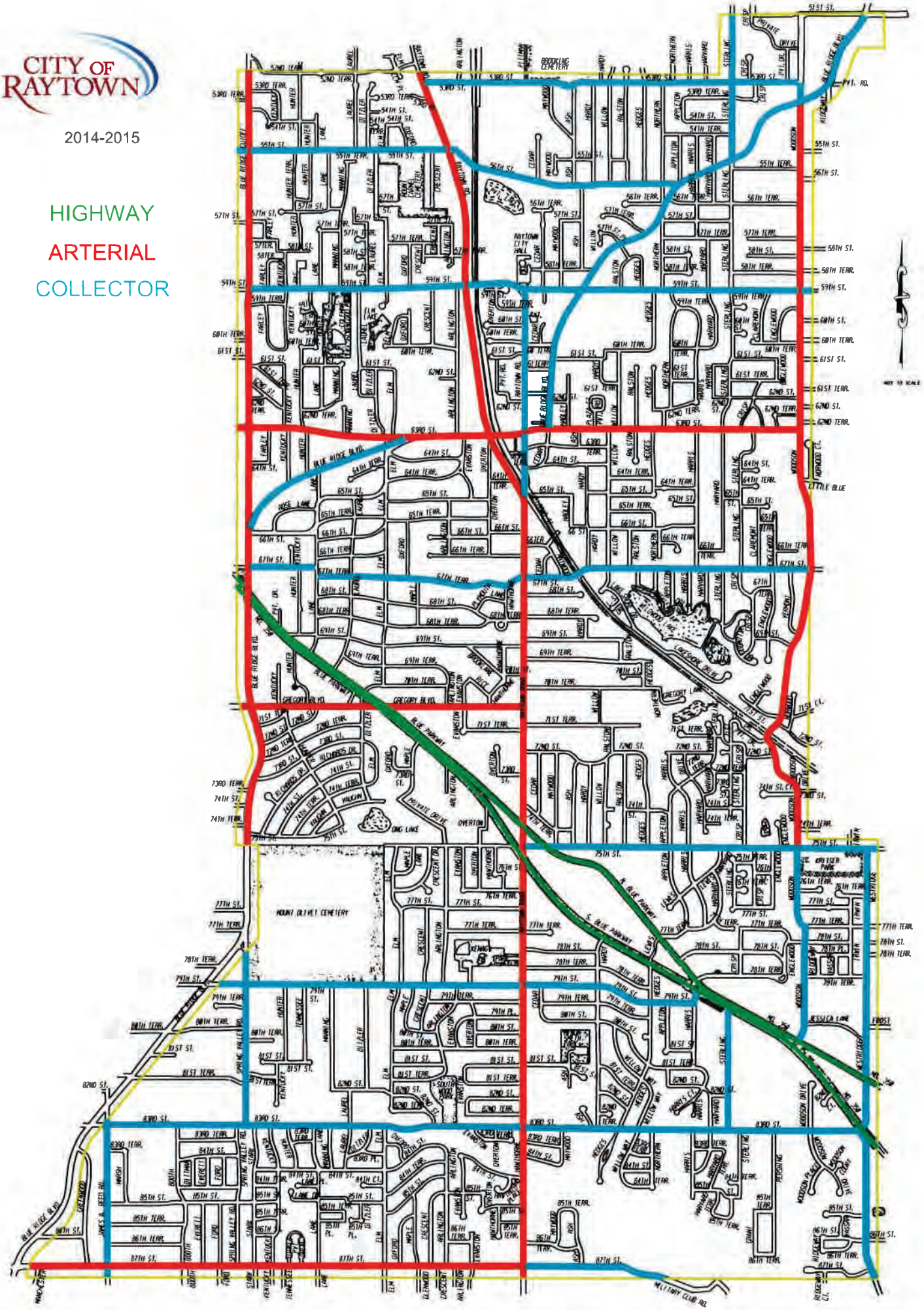
CITY OF RAYTOWN

2014-2015

HIGHWAY

ARTERIAL

COLLECTOR



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

The Daily Record
KANSAS CITY

Affidavit of Publication

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

Re: Legal Notice 2546990, 10004 E M 350 Hwy, Raytown, Missouri

State of MO }
} SS:
County of Jackson }

I, Lisa Fowler, being duly sworn, depose and say: that I am the Authorized Designee of Kansas City Daily Record, a daily newspaper of general circulation in Kansas City, County of Jackson, State of MO; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the Kansas City Daily Record once each week for 1 consecutive weeks; and that the date of the publication were as follows: 10/11/2023.

Publishers fee: $60.32 By: Lisa Fowler

Lisa Fowler

Sworn to me on this 12th day of October 2023

By:

Brandon M. Crail
Notary Public, State of MO
No. 20297982
Qualified in St. Louis County
My commission expires on
March 5, 2024

BRANDON M. CRAIL
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: March 05, 2024
Commission Number: 20297982

Notice of Public Hearings

Affected Property: 10004 E M 350 Hwy, Raytown, Missouri

Jackson County Parcel ID # 45-630-16-21-00-0-00-000

A public hearing to consider a Conditional Use Permit application for "Vehicle Sales, New or Used," filed by the property owner, Arash Kamali of Vantage Motors, LLC., for the property addressed as 10004 E. 350 Highway, in Raytown, Missouri, will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday, November 2, 2023. This property is zoned "HC" (Highway Commercial) and is located within the 350 Highway Overlay District. The packet and agenda should be available for viewing on the City of Raytown's website on Friday, October 27, 2023.

The Raytown Board of Aldermen will also hold a public hearing to consider this Conditional Use Permit, tentatively scheduled for 7:00pm on Tuesday, December 5, 2023.

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

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

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

2546990 Jackson Oct. 11, 2023

Raytown, MO

Legend

- Road
- Parcel
- Address Point
- City Limit

Notes

204.3 0 102.17 204.3 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

October 10, 2023
Re: Case No: PZ-2023-10

Dear Property Owner/Tenant:

Notice of Neighborhood Meeting and Public Hearings in Your Area

The Raytown Community Development Department is processing a Conditional Use Permit application filed by Arash Kamali, Vantage Motors, LLC., requesting the approval of a Conditional Use Permit for *"Vehicle Sales, New and Used"* for the property located at:

- 10004 E 350 Highway

This property consists of 0.73 acre of land and is located within the City of Raytown, Missouri. It is legally described as:

All that part of Lot 50, Green Valley, described as follows:

Beginning at the Northeast corner of U.S. Highway 50 and Raytown South Road; thence North a distance of 120 feet; thence Southeasterly 175 feet to a point 120 feet north of Right of Way line of Highway 50; thence South 120 feet; thence Northwesterly 175 feet along the North line of said Highway to the point of beginning, a subdivision in Raytown, Jackson County, Missouri.

All that part of lot 50, Green Valley, a subdivision in Raytown, Jackson County, Missouri, described as follows:

Beginning on the West line of said Lot 50 and 125 feet North of the Southwest corner thereof; thence South 47 degrees 57 minutes East, parallel to the Southwesterly line of said Lot 50, a distance of 175 feet; thence due South, parallel to the West line of said Lot 50, a distance of 24.34 feet to a point on the Northwesterly extension of a party wall; thence South 48 degrees 24 minutes East along said extended center line and along the center line of said wall, a distance of 9.80 feet; thence North 41 degrees 54 minutes 16 seconds East along the center line of a party wall, a distance of 24.44 feet; thence South 48 degrees 24 minutes East along the center line of a party wall, a distance of 56.20 feet; thence North 41 degrees 36 minutes East, a distance of .33 feet to the Northeasterly line of a building wall; thence South 47 degrees 58 minutes 23 seconds East along said Northeasterly line and the extension thereof, a distance of 101.48 feet; thence North 42 degrees 3 minutes East a distance of 48.44 feet to the Northeasterly line of said Lot 50; thence North 47 degrees 57 minutes West along said Northeasterly line, a distance of 183.72 feet; thence due South parallel to the West line of said Lot 50, a distance of 24.24 feet; thence North 47 degrees 57 minutes West parallel to said Northeasterly line, a distance of 16.24 feet; thence South 42 degrees 3 minutes West a distance of 6 feet to a point lying 24 feet distance from the Northeasterly line of said Lot 50; thence North 47 degrees 57 minutes West, parallel to said Northeasterly line a distance of 203.59 feet to a point on the West line of said Lot 50; thence due South along said West line, a distance of 42.68 feet to the point of beginning,

Also, an Easement 12 feet wide for signs, ingress and egress over a Tract described as follows: All that part of Lot 50, Green Valley, described as follows:

Beginning on the Southwesterly line of said Lot 50 and 275 feet Southeasterly of the Southwest corner thereof; thence North 47 degrees 57 minutes West along said Southwesterly line 12 feet; thence North 42 degrees 3 minutes East 100.7 feet; thence South 47 degrees 58 minutes 23 seconds East 12 feet; thence South 42 degrees 3 minutes East, 100.7 feet to the point of beginning, a subdivision in Raytown, Jackson County, Missouri.

"Vehicle Sales, New and Used" is allowed within the "HC" Highway Commercial/Highway 350 Corridor Zoning District with the approval of a Conditional Use Permit.

As a nearby owner or tenant, you are entitled to appear and provide comments at any of the public hearings on this matter or to provide written comments.

The applicant will be holding a neighborhood information meeting at Raytown City Hall at **2:00pm on Thursday, October 19, 2023**, to which you are invited to discuss the application directly with them. City Staff will not be present at this time. If you have any concerns or need more information about the application, we highly recommend that you attend this meeting.

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

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for **7:00 PM on Tuesday, December 5, 2023.**

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

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

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

SitusAddre	SitusCity	SitusSt	SitusZip(	owner	owneraddre
7403 RAYTOWN RD	RAYTOWN	MO	64133	O REILLY INVESTMENT CO	PO BOX 9167
7403 RAYTOWN RD	RAYTOWN	MO	64133	TENANT	7403 RAYTOWN RD
10013 E 74TH TER	RAYTOWN	MO	64133	MJB PROPERTY LLC	14548 SHERWOOD
10013 E 74TH TER	RAYTOWN	MO	64133	RESIDENT	10013 E 74TH TER
10015 E 74TH TER	RAYTOWN	MO	64133	RESIDENT	10015 E 74TH TER
10100 E 74th TER	RAYTOWN	MO	64133	ISHMAEL CHRIS J & DORENE R	10100 E 74th TER
10101 E 74TH TER	RAYTOWN	MO	64133	MAIS ROBERT L & PENNY S-TRUSTEES	15919 S KIDWELL RD
10101 E 74TH TER	RAYTOWN	MO	64133	RESIDENT	10101 E 74TH TER
10103 E 74TH TER	RAYTOWN	MO	64133	RESIDENT	10103 E 74TH TER
10104 E 74TH TER	RAYTOWN	MO	64133	CHRYSOCOLLA PROPERTIES LLC	4224 NE PORT DR
10104 E 74TH TER	RAYTOWN	MO	64133	RESIDENT	10104 E 74TH TER
10105 E 74TH TER	RAYTOWN	MO	64133	MAIS ROBERT L & PENNY S-TRUSTEES	15919 S KIDWELL RD
10105 E 74TH TER	RAYTOWN	MO	64133	RESIDENT	10105 E 74TH TER
10107 E 74TH TER	RAYTOWN	MO	64133	RESIDENT	10107 E 74TH TER
10109 E 74TH TER	RAYTOWN	MO	64133	BUILES JULIAN A	10109 E 74TH TER
10111 E 74TH TER	RAYTOWN	MO	64133	TENANT	10111 E 74TH TER
10113 E 74TH TER	RAYTOWN	MO	64133	HIGGS JASON J	10113 E 74TH TER
7408 MAYWOOD AVE	RAYTOWN	MO	64133	O'CONNOR ALEC J & O'CONNOR AMY	7408 MAYWOOD AVE
10001 E M 350 HWY	RAYTOWN	MO	64133	MDC COASTAL I LLC	11995 EL CAMINO REAL
10001 E M 350 HWY	RAYTOWN	MO	64133	TENANT	10001 E M 350 HWY
10008 E M 350 HWY	RAYTOWN	MO	64133	NORDYKE STEPHEN KEITH & NANCY SUE	RT 1 BOX 646
10008 E M 350 HWY	RAYTOWN	MO	64133	TENANT	10008 E M 350 HWY
10012 E M 350 HWY	RAYTOWN	MO	64133	LAARK INVESTMENTS LLC	10004 E US 350 HWY
10012 E M 350 HWY	RAYTOWN	MO	64133	TENANT	10012 E M 350 HWY
10016 E M 350 HWY	RAYTOWN	MO	64133	LAARK INVESTMENTS LLC	10004 E US 350 HWY
10016 E M 350 HWY	RAYTOWN	MO	64133	TENANT	10016 E M 350 HWY

ownercity	ownerstate	ownerzipco
SPRINGFIELD	MO	65801-9167
LEAWOOD	KS	66224
GREENWOOD	MO	64034
LEES SUMMIT	MO	64064
GREENWOOD	MO	64034
RAYTOWN	MO	64133
RAYTOWN	MO	64133
RAYTOWN	MO	64133
SAN DIEGO	CA	92130
BUTLER	MO	64730
RAYTOWN	MO	64138
RAYTOWN	MO	64138

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/10/2024

MEETING DATE: April 16, 2024

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Ordinance

SUBJECT/REQUEST

FIRST READING: Bill No. 6664-24, Section V-A: Authorize the approval and execution of a two (2) month KCATA contract extension for transit services in Raytown for fiscal year 2023-2024.

BACKGROUND/JUSTIFICATION

In November 2023, the Board of Aldermen approved Ordinance 5742-23 authorizing the execution of a six-month (6) transit service contract with KCATA. In early April 2024, KCATA received notification that effective July 1, 2024, the City of Kansas City, MO will no longer pay their portion (35%) of the operating costs for Flex Route #399. Additionally, effective May 1, 2024, the costs to operate Bus Route #28, #29, and #63 throughout the Kansas City metro area will increase significantly. Per the terms of the agreement approved by the Board of Aldermen in November, in addition to paying 65% of Flex Route #399 operating costs, the City of Raytown would also pay their portion of Bus Route #28, #29, and #63 operating costs associated with the mileage to operate these routes in Raytown.

The two-month agreement extension will permit the City of Raytown to continue to provide the services of Flex Route #399, Bus Route #28, Bus Route #29, and Bus Route #63 at the November 2023 operating costs instead of adjusting to the May 1,2024 pricing. The two-month agreement extension will give City staff and KCATA staff additional time to continue their assessment of alternative transit options to replace Flex #399 services and the associated cost for each option.

The proposed contract extension amount is within the amount budgeted by the city for transit services.

RECOMMENDED MOTION

Authorization the approval and execution of a two (2) month contract extension for transit services.

PREVIOUS ACTION

The Board of Aldermen approved Ordinance 5742-23 authorizing the execution of a six-month (6) service contract with KCATA in November 2023.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	KCATA
Amount of Request/Contract:	$23,533.00
Amount Budgeted: # 204-00-00-100-53999	$129,150.00
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Teresa Henry
Jennifer Baird
Damon Hodges
Teresa Henry
Teresa Henry
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord KCATA 2023-2024-2 month Extension
2. Raytown KCATA Contract 24 2 month extension draft

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

BILL NO. 6664-24 ORDINANCE NO. SECTION NO. V-A

AN ORDINANCE AUTHORIZING AND APPROVING A TWO-MONTH EXTENSION TO THE SIX-MONTH 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 $23,533.00 FOR FISCAL YEAR 2023-2024

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, on November 16, 2023, pursuant to Ordinance 5742-23, the Board of Aldermen approved a six-month (6) transit service contact in an amount not to exceed $74,599.00 ; and

WHEREAS, the City of Raytown desires to enter into an additional two-month contract extension for Transit Services by and between the Kansas City Area Transportation Authority and the City of Raytown, Missouri, attached hereto as Exhibit "A" and incorporated herein by reference, in an amount not to exceed $23,533.00 for fiscal year 2023-2024.

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 two-month contract for Transit Services by and between the Kansas City Area Transportation Authority and the City of Raytown, Missouri, attached hereto as Exhibit "A" and incorporated herein by reference, in an amount not to exceed $23,533.00 for fiscal year 2023-2024 is hereby authorized and approved.

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 16th day of April, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service

RAYTOWN, MISSOURI

THIS CONTRACT, entered into this _____ day of _____, 2024, 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 socio-economic 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, generally described in amounts and, more specifically, by the formula set forth in Attachment "A" adopted in January, l976, modified in August, l977, revised in January, l983, and December 1997.

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

A. Public Mass Transit Services

1. **Term.** 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 May 1, 2024, through June 30, 2024 (hereinafter referred to as "Contract Period"), unless sooner terminated under Paragraph 7 of this Contract.

2. **Scope.** 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. **Price.** The KCATA and the Community estimate the Community's total payment for the ***service*** (hereinafter referred to as "Local Share") to be **$23,533.** This estimate is based on the following components of cost and revenue to applied to this Agreement:

Local Service Cost	$ 33,176
Passenger Revenue	$(0)
Estimated Operating Loss	$33,176
Less: Federal PM	($8,096)
Less: Missouri	($2,636)
Local Operating Share	$22,444
Local Capital Share	$1,089
Total Local Share	**$23,533**

Service cost computations ($33,176) and, more specifically, the formula contained in Attachment A attached hereto and made a part hereof are the accepted methods for determining the estimated deficit of the Community.

It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community (for service operation, not including the additional obligations of Section E) under this Contract shall be the total Local Share of **$23,533 for the service set forth in Attachment B.**

4. 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. The Community has chosen to participate in the regional zero fare program and to utilize federal funds made available from the regional allocation of Coronavirus Response and Relief Supplemental Appropriations Act of 2021 to offset the loss of passenger revenue. The method of payment of the Local Share provided for in Paragraph 4 is as follows:

a. The Community's monthly Local Share will be one-half (1/2) of the Community's portion of the estimated total local share amount.

b. The KCATA will invoice the Community the monthly Local Share by the fifteenth (15th) of the month preceding the month service will be provided. The Community is required to remit the monthly Local Share by the first (1st) of the month service will be provided.

c. By the twentieth (20th) of the month following the month in which service was provided, the KCATA will provide the Community 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 Subparagraph "B." The report will detail the Local Share and Federal and State Share amount 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 (10) days.

d. For the month of December, the monthly report and reconciliation provided for in Subparagraph c will not be prepared until the completion of the KCATA's annual audit.

The invoice of November 15 provided for in Subparagraph b will require payment of the unexpended balance of the Community's Local Share.

5. When the Estimated Operating Loss of $33,176 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Agreement to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the Total Local Share identified in Section A (3).

6. The Community may cancel or amend any component or portion of the Transit Service described in Appendix B at the beginning of a quarter, provided that written notice is given to KCATA sixty (60) days prior to the affected quarter.

7. If, for any reason, the KCATA is unable to obtain the federal assistance provided for in Paragraph 4 of this Agreement, KCATA will immediately notify the Community, and this Agreement 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.

8. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform with various regulations and requirements of the Federal Transit Administration (FTA) 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 the 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.

9. 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.

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 RideKC Freedom, and these services shall be called RideKC Freedom 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. The KCATA shall render invoices to the City which shall include information on the number of Raytown RideKC Freedom 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.

6. In no way does this contract obligate the KCATA to ensure that any other services provided by Raytown are in compliance with the Americans with Disabilities Act (ADA) of 1990 or subsequent regulations.

C. Community Survey Assistance

WHEREAS the City of Raytown wishes to conduct a citizen survey to help better understand the community's transit needs, it is agreed:

1. The KCATA shall work with a KCATA on-call (IDIQ) consultant to conduct a survey of Raytown citizens, to understand the community's transit needs.

2. The total cost of the survey shall not exceed $20,000. 80% of the cost of the survey will be funded by federal planning funds, and 20% will be funded by the City of Raytown.

3. The results of the survey, and an analysis shall be presented to the City of Raytown upon completion.

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: _____
Reginald Townsend, Chair of the Board of Commissioners

ATTEST:

By: _____
Witness

COMMUNITY OF RAYTOWN, MISSOURI

By: _____

Damon L. Hodges, City Administrator

ATTEST:

By: _____
Witness

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

Costs of service will be allocated to communities based on methodologies below.

1. Fixed Route Services

A. Service that is wholly within one community will be billed based on the full cost of that service in the community using miles and hours in the community as the basis.

B. Enclave Communities

- Enclave community definition will be retained – a community where service from KCMO must go through the enclave community and then re-enter KCMO on the other side.
- Routes are designed for the most efficient routing possible through the enclave community to ensure there is no added cost to KCMO for a route to go through an enclave community – other than small additional time spent for stopping to board/deboard passengers at any stops in the community.
- Costs for enclave communities will be based on a miles+hours of service model, where the mileage and time a bus spends in an enclave community will determine the route cost to the enclave community.
- Enclave communities will be billed at 50% of the enclave community's share of the route cost based on the above miles+hours model. The rational being that both the enclave community and KCMO benefit from having the stop(s) in that community.
- Enclave communities that do not agree to share in the cost of a route going through their community based on this methodology may have stops in their community removed at the discretion of KCATA, following consultation with KCMO. Very Small communities (Villages < 500 in population and 4th Class Cities – 500 to 2,999 in population) that are enclave communities may not be charged, at the discretion of KCATA, unless specific route changes are requested and made to benefit the Village or 4th Class City.
- If an enclave community asks for route alignment changes to a KCMO route going through their community, the requesting community will pay the full cost of any route adjustments.

C. Multi-Jurisdictional Service

Services that are appended to or extend a route so as to serve multiple communities will be costed for each community based on miles and hours of service for the route in each community.

2. ADA Paratransit

The billing of ADA paratransit trips shall be determined by the origin address of each trip. The full cost of an ADA paratransit trip shall be billed to the community who is paying for the section of a fixed route in which the origin address triggered the

federally mandated ADA paratransit.

3. On-Demand Services (e.g., IRIS Services)

The billing for on-demand service trips shall be determined based on the number of vehicles operating in a zone per revenue hour of service provided.

4. Capital Expenses

Each jurisdiction will be charged capital expenses, 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.

ATTACHMENT "B"

CITY OF RAYTOWN

CONTRACT SERVICE

Four routes will provide service within the Raytown city limits. Service is as follows:

ROUTE NUMBER & ROUTE NAME	WEEKDAY HOURS OF OPERATION AND FREQUENCY	SATURDAY HOURS OF OPERATION AND FREQUENCY	SUNDAY HOURS OF OPERATION AND FREQUENCY
#399 Raytown Flex	6:00 AM to 10:00 AM and 2:30 PM to 6:30 PM	No Service	No Service
#28 Blue Ridge	5:57 AM to 8:45 PM 60 min – all day	6:50 AM to 8:35 PM 60 min – all day	No Service
#29 Blue Ridge Limited	4:49 AM to 7:47 AM and 3:45 PM to 6:43 PM 60 min when in service	No Service	No Service
#63 63rd Street	6:00 AM to 7:21 PM 60 min – all day	8:00 AM to 7:32 PM 60 min – all day	9:30 AM to 6:08 PM 60 min – all day

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 SUBMITTED: 04/10/2024

MEETING DATE: April 16, 2024

SUBMITTED BY: **DEPARTMENT: Community Development**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

BACKGROUND/JUSTIFICATION

R-3598-24: The Final Plat for "Laurel 350 Highway" was approved by the Board of Aldermen on April 9, 2024. The Code allows for applicants of platting applications to select from four options for the management of public improvements. The applicant has chosen Option 3. This option requires an escrow agreement to be established between the applicant and the City.

RECOMMENDED MOTION

Approval

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

The application was heard by the Planning Commission on March 7, 2024, and the Board of Aldermen on April 9, 2024.

FINANCIAL IMPACT

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

REVIEWED BY

Diane Egger
Michael Graham
Jennifer Baird
Damon Hodges

Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso EIEIO Escrow Agreement
2. Escrow Agreement - Laurel 350 Highway Final Plat 3-28-24

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

RESOLUTION NO.: R-3598-24

A RESOLUTION AUTHORIZING AND APPROVING THE DEPOSIT OF FUNDS IN THE AMOUNT OF $25,000.00 TO THE CITY OF RAYTOWN PURSUANT TO THE ESCROW AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND EIEIO REAL ESTATE, LLC

WHEREAS, the Final Plat for "Laurel 350 Highway" was approved by the Board of Aldermen on April 9, 2024; and

WHEREAS, the Raytown Municipal Code allows for applicants of platting applications to select from four options for the management of public improvements and the applicant chose the option which requires an escrow agreement to be established between the applicant and the City; and

WHEREAS, the Board of Aldermen find it in the best interest of the citizens of the City of Raytown to authorize and approve the deposit of $25,000.00 as set forth 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 Board of Aldermen find it in the best interest of the citizens of the City of Raytown to authorize and approve the deposit of $25,000.00 as set forth in Exhibit “A” attached hereto; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 16th day of April, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

ESCROW AGREEMENT

This Escrow Agreement entered into this _____ day of _____, 2024, by and between the CITY OF RAYTOWN, MISSOURI, a municipal corporation, hereinafter referred to as "**City**", and EIEIO REAL ESTATE, LLC a Missouri Limited Liability Company, hereinafter referred to as "**Company**".

WHEREAS, Company seeks to develop approximately 2.0 acres of land generally located at the northwest corner of Highway 350 and Laurel Avenue and more specifically the properties known as: 9010 E. 350 Highway, 9014 E. 350 Highway, 6920 Laurel Avenue, 9005 E. 69th Street and 9002 E. 350 Highway, into commercial use; and

WHEREAS, at this time, the Company has not finalized plans for the full development of the 2.0 acres; and

WHEREAS, based on the submitted final plat, Company is required to construct a sidewalk running the length of the Company's property along 350 Highway (the "**Public Improvement**"); and

WHEREAS, pursuant to Section 38-7(g) of the Raytown City Code, Company is required to either: (1) complete construction of the Public Improvement prior to approval of the final plat; (2) post a bond or bonds to complete the Public Improvement; (3) enter into an escrow agreement in lieu of completing the improvement prior to final plat approval; or (4) delay construction of the Public Improvement until after approval of the final plat; and

WHEREAS, Company has elected to enter into an escrow agreement with the City in order to guarantee the completion of construction of the Public Improvement; and

WHEREAS, Company and City agree that Company shall place $25,000.00 (the "**Escrow Amount**") in escrow with the City in lieu of constructing the Public Improvement at this time; and

WHEREAS, Company and City agree that $25,000.00 is an amount sufficient to cover the cost of the Public Improvement required pursuant to the approved Laurel 350 Highway Final Plat.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the City and Company do hereby covenant and agree upon the following terms and conditions:

1. Company shall deposit with City the sum of Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) in a form acceptable to the City Finance Director to cover the cost of constructing the Public Improvement. The Parties agree that there will be additional public improvements required once the Company finalizes its plan to develop all the Property. Once the construction plans for development of the entire site are approved for permitting by Public Works, Community Development and if

necessary, Missouri Department of Transportation, the Company will need to amend the Final Plat. As part of the process to amend the Final Plat, the Company will be required to amend this agreement to cover the cost of the additional public improvements if Company chooses not to immediately construct the public improvements or post bond pursuant to Section 38-7(g) of the City Code.

2. The City shall place the funds deposited by Company in an escrow account set aside for the Public Improvement described in the approved Laurel 350 Highway Final Plat document. The City shall invest the funds pursuant to the City's investment policy.

3. Within the time frame set forth in Paragraph 4, Company shall construct the Public Improvement.

   Once Company's contractor has received permits from the Public Works Department and/or Missouri Department of Transportation to commence construction of the Public Improvement and commences the construction of permitted Public Improvement (or portion of such Public Improvement), the Company shall remit to the Director of Public Works a written request to drawn down funds from the Escrow Account (the "**Request**"). The Request to the Public Works Director shall include the following: (1) AIA Form G-704 confirming the Public Improvement (or portion of the Public Improvement) have been built in accordance with the design(s); (2) a copy of contractor's invoice for said Public Improvement (or portion of Public Improvement); and (3) a copy of City Official's inspection sheet. Within 15 business days of receipt of the Request, the Director of Public Works shall validate the construction cost and submit a payment request to the Finance Department. Payment shall be issued to the Company from the Finance Department within 15 business days of receipt of the payment request from the Director of Public Works. Requests may be remitted periodically.

   The City shall withhold 10% of the payment amount issued to the Company ("**Retainage**"). Upon completion of constructing the Public Improvement (or portion of such Public Improvement) and the issuance of a Certificate of Occupancy for the last commercial building to be constructed in accordance to the approved plans, Company shall submit a Request and a report and certificate in substantially the form which is attached hereto as **Exhibit A** and incorporated herein, certifying that the Public Improvement has been completed in substantial compliance with the City's code, building regulations and other applicable legal requirements and that as of the date of the Company's certification request, all of the Company's duties pursuant to this Agreement have been performed. Upon receipt of the report and after a reasonable time for the City to verify the information in the report, the City will issue a Certificate of Completion and Compliance for the Public Improvement. Upon issuance of a Certificate of Completion and Compliance, the City will release the Retainage to the Company.

If City determines that the Public Improvement has not been completed in substantial accordance with the Agreement or in compliance with the City Code, building code regulations or other legal requirements, then the City shall not release the Retainage nor will it issue a Certificate of Completion and Compliance and shall specify in writing to Company the reason(s) for withholding such certification. Upon request of Company, a hearing will be held before the Public Works Director at which Company may present new and/or additional evidence.

If the cost to construct the Public Improvement is less than the Escrow, then any remaining funds shall be released to the Company. If the cost to construct the Public Improvement is greater than the Escrow, Company is required to complete the Public Improvement at Company's cost.

4. Pursuant to Section 38-7(g), the Public Improvement shall be completed pursuant to the following timetable, unless the completion date is properly extended by the director of community development:

	Item	**Time of Completion (from date of recording of the subdivision plat) (in years)**
1.	Sanitary sewers	2
2.	Storm sewers	4
3.	Drainage ditches	4
4.	Water mains	4
5.	Streets, roadways and/or parkways	4
6.	Sidewalks and/or pedestrian ways	6
7.	Tree, lawn, off-street parking areas	6

IN WITNESS WHEREOF, the parties hereto execute this agreement on the day and year first above written.

CITY OF RAYTOWN, MISSOURI

_____
Damon Hodges, City Administrator

ATTEST:

_____
Teresa Henry, City Clerk

APPROVED AS TO FORM:

_____
Jennier Baird, City Attorney

EIEIO REAL ESTATE, LLC

By: _____

Title: _____

ATTEST

_____

EXHIBIT A

REPORT AND CERTIFICATE THAT THE PUBLIC IMPROVEMENT(S) HAVE BEEN COMPLETED IN ACCORDANCE WITH ALL APPROVED PLANS, LAWS, ORDINANCES, ETC.

The undersigned on behalf of the Company pursuant to the Escrow Agreement between the CITY OF RAYTOWN, MISSOURI and EIEIO REAL ESTATE, LLC dated _____, 2024, hereby certifies as follows:

That as of _____, 20__, the construction of the Public Improvement along the northwest corner of Highway 350 and Laurel Avenue as part of the redevelopment of 9002 E. 350 Highway, 9010 E. 350 Highway, 9014 E. 350 Highway, 6920 Laurel Avenue and 9005 E. 69th Street has been completed in accordance with all approved plans, laws, ordinances, codes, Escrow Agreement, etc. (attach a certificate of substantial completion on AIA Form G-704, or a substantial equivalent thereof, completed by Company's contractor).

As of the date of this document, all of the Company's duties pursuant to the Escrow Agreement have been performed.

Lien waivers for Public Improvement have been obtained. (attach copies of lien waivers).

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ___ day of _____, 20__.

COMPANY:_____

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI)

) ss.

COUNTY OF _____)

On this _____ day of _____, 20___ before me, a Notary Public in and for said state, personally appeared _____, the _____ of EIEIO

Real Estate LLC, a Missouri limited liability company, personally known by me to be the person who executed the within instrument on behalf of said EIEIO Real Estate, LLC and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

_____

Print Name: _____

Notary Public in and for said County and State

My Commission Expires:

_____

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/10/2024

MEETING DATE: April 16, 2024

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

R-3599-24: Authorization to enter into a professional services agreement with The Mejorando Group to conduct a staffing study for the City of Raytown.

BACKGROUND/JUSTIFICATION

With the continued growth of our community, a comprehensive staffing analysis was requested by the Board of Aldermen to look at the City's current staffing levels, how we compare to other cities and how our staffing can continue to support future growth.

The City issued a request for qualifications and received responses from Matrix Consulting Group, The Mejorando Group, MGT Consulting, 65th Group North, Raftelis, and Tranquil Multi-Dynamic Advisory LLC (TMDA). Four proposals (Matrix Consulting Group, Mejorando Group, MGT Consulting, and 65th North Group) were shortlisted for presentation/interview by the selection committee.

Based on interviews, a thorough review of the proposals and input from selection committee members, staff is recommending The Mejorando Group for this study.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	

From Account Name and #:	Amount:
To Account Name and #:101-00-00-100-52250	Amount: 75,000.00

REVIEWED BY

Teresa Henry
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Staffing Study-Mejorando Group 2024
2. Profesional Services Agreement - Mejorando Group Raytown v1 - Clean Copy

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

RESOLUTION NO.: R-3599-24

A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE MEJORANDO GROUP TO CONDUCT A STAFFING STUDY FOR THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED $75,000.00 FOR FISCAL YEAR 2023-2024

WHEREAS, the Board of Aldermen has deemed it a priority and requested a Staffing Study of all City departments to look at the City's current staffing levels, how we compare to other cities and how our staffing can continue to support future growth; and

WHEREAS, the City of Raytown (the "City") issued a Request for Qualifications seeking professional services to conduct a staffing study for the City; and

WHEREAS, the City of Raytown received six (6) responses to the Request for Qualifications and after a thorough review it was determined that the response submitted by The Mejorando Group, was the most advantageous for the City of Raytown; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into a Professional Services Agreement with The Mejorando Group in an amount not to exceed $75,000.00 for fiscal year 2023-2024.

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

THAT the Board of Aldermen find it is in the best interest of the City to enter into a Professional Services Agreement with The Mejorando Group attached hereto as Exhibit "A" and incorporated herein, for a Staffing Study of all City departments, in an amount not to exceed $75,000.00 for fiscal year 2023-2024, is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 16th day of April, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 2024, by and between the City of Raytown, Missouri and Patrick Ibarra, dba The Mejorando Group referred to as Consultant for the purpose of contracting for professional services in the capacity of providing organizational staffing analysis consulting services.

RECITALS

WHEREAS the City desires to have certain services and/or tasks performed as set forth below requiring specialized skills, training, equipment, and other supportive capabilities; and

WHEREAS the Consultant represents that it is qualified and possesses sufficient skills, experience, equipment, and necessary capabilities, including technical and professional expertise, when required, to perform the services and/or tasks as set forth in this Agreement upon which the City is relying.

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

1. **Scope of Services.** The Consultant shall perform such services and accomplish such tasks, including the furnishing of all labor, materials, facilities and equipment necessary for full performance thereof, as identified and designated as Consultant's Responsibilities throughout this Agreement, and as more particularly described in Scope of Work detailed in **Exhibit A**, attached hereto and incorporated herein (the "Project").

2. **Term.** This Project shall begin on the execution date listed above and promptly be completed by 9/30/24, please refer to **Exhibit C**.

3. **Compensation and Payment.**

3.1 Payment for services provided hereunder shall be made following the performance of such services. Such payment shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the Project.

3.2 No payment shall be made for any services rendered by the Consultant except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the City.

3.3 The City shall pay the Consultant for work performed under this Agreement upon timely submitted invoices detailing work performed and expenses for which reimbursement is sought. The City shall approve all invoices before payment is issued. Payment shall occur within *thirty* (30) days of receipt and approval of an invoice.

3.4 The City shall pay the Consultant for all work performed and expenses incurred under this Agreement, as follows.

Hourly (Multiple Rate): Such rates as identified on **Exhibit B**, plus actual expenses incurred as provided under this Agreement, but not to exceed a total of $43,000.00 without the prior written authorization by the City.

4. Reports and Inspections.

4.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, studies, surveys, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

4.2 The Consultant shall, at any time during normal business hours and as often as the City or the Missouri State Auditor may reasonably deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City, or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to this Agreement. Consultant shall be provided a copy of such reports.

4.3 The Consultant, during the term of this Agreement, shall obtain all permits and registration documents necessary for the performance of its work and for the execution of services at its own expense, and shall maintain its validity. Upon request, the Consultant shall deliver to the City copies of these licenses, registration documents, and permits or proof of their issuance or renewal.

4.4 Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit as provided above.

5. Ownership and Use of Documents.

5.1 All research, tests, surveys, preliminary data, information, drawings and documents made, collected, or prepared by the Consultant for performing the services subject to this Agreement, as well as any final product, collectively referred to as "work product," shall be deemed as the exclusive property of the City, including copyright as secured thereon. Consultant may not use them except in connection with the

performance of the services under this Agreement or with the prior written consent of the City. Any prior copyrighted materials owned by the Consultant and utilized in the performance of the services under this Agreement, or embedded in with the materials, products and services provided thereunder, shall remain the property of the Consultant subject to a license granted to the City for their continued use of the products and services provided under this Agreement. Any work product used by the Consultant in the performance of these services which it deems as "confidential," "proprietary," or a "trade secret" shall be conspicuously designated as such.

5.2 In the event of Consultant's default, or if this Agreement is terminated prior to its completion, the work product of the Consultant, along with a summary of the services performed to date of default or termination, shall become the property of the City, and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of services provided shall be prepared at no additional cost, if the Agreement is terminated through default by the Consultant. If the Agreement is terminated through convenience by the City, the City agrees to pay Consultant for the preparation of the summary of services provided.

6. <u>Public Records</u>.

6.1 Consultant acknowledges that the City is an agency subject to the open records act of the State of Missouri. All preliminary drafts or notes prepared or gathered by the Consultant, and recommendations of the Consultant are exempt prior to the acceptance by the City or public citation by the City in connection with City action.

6.2 If the Consultant becomes a custodian of public records of the City and request for such records is received by the City, the Consultant shall respond to the request by the City for such records within *five* (5) business days by either providing the records, or by identifying in writing the additional time necessary to provide the records with a description of the reasons why additional time is needed. Such additional time shall not exceed *twenty* (20) business days unless extraordinary good cause is shown.

6.3 In the event the City receives a public records request for protected work product of the Consultant within its possession, the City shall, prior to the release of any protected work product or as a result of a public records request or subpoena, provide Consultant at least *ten* (10) business days prior written notice of the pending release and to reasonably cooperate with any legal action which may be initiated by the Consultant to enjoin or otherwise prevent such release.

7. <u>Independent Contractor Relationship</u>.

7.1 The parties intend that an independent contractor relationship is created by this Agreement. The City is interested primarily in the results to be achieved; subject

to the scope of services and the specific requirements of this Agreement, the implementation of services will lie solely with the discretion of the Consultant. No agent, employee, officer or representative of the Consultant shall be deemed to be an employee, agent, officer, or representative of the City for any purpose, and the employees of the Consultant are not entitled to any of the benefits or privileges the City provides for its employees. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, officers, subcontractors or representatives during the performance of this Agreement.

7.2 In the performance of the services provided in this Agreement, Consultant is an independent contractor with full authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

7.3 The Consultant shall comply with all State and Federal laws.

7.4 The City may, at its sole discretion, require the Consultant to remove any employee, agent or servant from employment on this Project who, in the City's sole discretion, may be detrimental to the City's interest.

7.5 Consultant as an independent contractor and not an employee shall not be entitled to any employee benefits including but not limited to vacation time, sick leave, paid time off, or paid holidays.

8. <u>Indemnification</u>.

8.1 The Consultant shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8.2

8.3 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8.4 This indemnification shall include damages, penalties and attorney fees caused by Consultant's delayed or failed performance of Section 6 above.

9. <u>Insurance</u>. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the

Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

9.1 Minimum Scope of Insurance. Consultant shall obtain insurance of the types and coverage described below:

9.1.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

9.1.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

9.1.3 Workers' Compensation coverage as required by the laws of the State of Missouri.

9.1.4 Professional Liability insurance appropriate to the Consultant's profession.

9.2 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

9.2.1 Commercial General Liability insurance shall be written with limits no less than:

☒ $1,000,000 each occurrence; and
☒ $2,000,000 general aggregate.

9.2.2 Professional Liability insurance shall be written with limits no less than:

☒ $1,000,000 per claim; and
☒ $2,000,000 policy aggregate limit.

9.3 Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

9.3.1 The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after *thirty* (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

9.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

9.5 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

9.6 Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within *two* (2) business days of their receipt of such notice.

9.7 City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

9.8 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving *five* (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

9.9 Sovereign Immunity. City does not waive or intend to waive any sovereign immunity or official immunity provided to the City or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom. To the extent that Consultant is required to provide any insurance coverages to the City or its officials, officers or employees, that coverage may not waive any immunity of any kind. Any certificate of insurance issued to or for the City should state that the insurance provided is not a waiver, and is not intended to waive, any immunity (sovereign, official or other). Further, Consultant's insurer shall acknowledge that their coverage is not intended to, does not, and may not be construed to, waive any sovereign immunity or official immunity provided to the City or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state, or local law, ordinance or custom.

10. **Nondiscrimination.** In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental

or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment in the performance of this Agreement without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and Federal laws prohibiting discrimination in employment.

11. **Covenant Against Contingent Fees.** The Consultant warrants that it has not employed nor retained any company, firm, or person, other than a bona fide employee working exclusively for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company, person or firm, other than a bona fide employee working exclusively for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement.

12. **Assignment and Subcontracting.**

12.1 The City has awarded this Agreement to the Consultant due to its unique qualifications to perform these services. The Consultant shall not assign (or subcontract other than as specifically identified in **Exhibit A**) its performance under this Agreement or any portions of this Agreement without the prior written consent of the City, which consent must be sought at least *thirty* (30) days prior to the date of any proposed assignment.

12.2 Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement including Section 6, Public Records; Section 10, Nondiscrimination; proper bidding procedures where applicable; and all local, State and Federal statutes, ordinances, and guidelines.

12.3 Any technical or professional service subcontract not listed in this Agreement, must have prior written approval by the City.

13. **Termination.**

13.1 Termination for Convenience. Either party may terminate this Agreement for any reason upon giving the other party no less than *ten* (10) business days written notice in advance of the effective date of such termination.

13.2 Termination for Cause. If the Consultant fails to perform in the manner called for in this Agreement, or if the Consultant fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within *five* (5) business days of written notice thereof, the City may terminate this Agreement for cause.

Termination shall be affected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid for services and expenses complying with the terms of this Agreement, incurred prior to termination.

14. General Provisions.

14.1 For the purpose of this Agreement, time is of the essence.

14.2 Notice. Notice provided for in this Agreement shall be sent by:

14.2.1 Personal service upon the Project Administrators; or

14.2.2 Certified mail to the physical address of the parties, or by electronic transmission to the e-mail addresses designated for the parties below.

14.3 The Project Administrator for the purpose of this Agreement shall be:

14.3.1 For the City: Damon Hodges, or his/her designee
City Administrator
816-737-6065
damonh@raytown.mo.us

14.3.2 For the Consultant: Patrick Ibarra
925-518-0187
patrick@gettingbetterallthetime.com

15. Dispute Resolution.

15.1 This Agreement has been and shall be construed as having been made and entered into and delivered within the State of Missouri and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Missouri.

15.2 In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the Project Administrators, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Raytown, Jackson County, Missouri. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as an additional award and judgment against the other.

16. Nonwaiver. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other similar event or other provision of this Agreement.

17. **Integration.** This Agreement between the parties consists in its entirety of this document and any exhibits, schedules or attachments. Any modification of this Agreement or change order affecting this Agreement shall be in writing and signed by both parties.

18. **Authorization.** By signature below, each party warrants that they are authorized and empowered to execute this Agreement binding the City and the Consultant respectively.

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

CITY OF RAYTOWN, MISSOURI	**CONSULTANT**
_____	_____
Damon Hodges, City Administrator	Patrick Ibarra,

ATTEST:

_____

Teresa Henry, City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT A
SCOPE OF SERVICES

The scope of work to be performed under this Agreement shall generally consist of the following services.

- Evaluate the efficiency of departments' services and operations relating to their portfolio of services, use of technology, and productivity.
- Determine organizational effectiveness to ensure that the structure is positioned to operate efficiently and effectively regarding such items as staffing levels, supervisory structure, etc.
- Evaluate the health of existing talent management and succession planning practice and their collective influence on individual employee performance and organizational effectiveness.

The departments included for the Staffing Study include:

- Administration – 7 positions
- Community Development – 12 positions
- Court – 5 positions
- Finance – 7 positions.
- Parks and Recreation – 9.4 FTE
- Police – 62 positions
- Public Works – 29 positions

We help create organizations whose people and processes are appropriately aligned with the organizational purpose and environment. The process to accomplish project objectives will include the following elements:

- A review of the current organizational structure.
- An evaluation of staffing levels and the allocation of staff resources.
- A review of the existing strategic plan.
- An examination of relevant policies and procedures.
- A review of performance measures and applicable delivery standards.
- A comparison of how existing service delivery approach compares to service delivery models in comparable cities.

- An analysis of those services which could be consolidated and/or outsourced.
- An assessment of current Talent Management and Succession Planning practices.
- Development of current practices and recommendations related to the study objectives.
- Discussion of the benefits and disadvantages associated with recommendations.
- A plan and schedule for implementing study recommendations.

1. Project Methodology

Our methodology is a powerful blend of quantifiable metrics (i.e. performance reports, budgets, etc.) and qualitative information (i.e. perceptions by key stakeholders) that create with a high degree of accuracy a composite of current practices. In addition, the process we utilize is credible and inclusive thereby lending our recommendations the level of authenticity required to implement sustainable change.

The analysis will be strongly influenced by opportunities to strengthen the alignment of department services and staffing with the City's strategic goals and enhance its short- and long-term financial sustainability. Our analysis will produce a compelling case for change with practical recommendations for improvements.

We utilize the following framework to determine the appropriate mix necessary for optimal performance:

- **Strategy**: How are department leaders using their vision, values, and mission statement to help guide decisions? How clear is the line-of-sight between what employees are doing every day and the organization's goals? What contemporary approaches are they using to actively enlist residents in building a stronger community? What's their approach to innovation?

- **Structure/Staffing:** The structural system describes how attention and resources are focused on accomplishing the work. In short, the organizational structure of how employees are allocated – organization chart.

- **Service Delivery**: Governments do many things well but deciding what to stop delivering isn't one of them. How modern are departments' portfolios of services and programs? What opportunities exist to use technology to expedite the delivery of services and programs?

- **Human Resource Systems**: How credible are current talent management practices? How is the city approaching the shifting workforce demographics in relation to the changing employer-employee contract? What gets promoted – seniority or performance? What are department leaders deliberately doing to actively engage their workforce members? Are they utilizing a variety of resources to equip their employees with the skills they need – such as online training, mentoring, etc.?

- **Leadership**: Are leaders' relationship-centric, empowering their employees and grounded in the realities of what employees at all levels face daily? What have they implemented to strengthen their bench of leaders?

- **Culture**: Employees derive emotional energy from a healthy workplace culture. Think of your workplace culture as the set of principles that defines the organization, lived with conviction and consistency by every employee from top to bottom. Do your employees feel valued and are listened to? What behaviors are in place that support your strategy? Are those behaviors embedded in your hiring, promotional and performance appraisal processes?

Our project team recognizes that Structure/Staffing is the main focus for this study, so it will be at the center for our analysis and set of recommendations.

Project Work Plan

The Mejorando Group will work closely with the Project Manager the City designates for this endeavor. This approach will result in a solid, effective working partnership and will keep communication flowing. Completing milestones on time and meeting project objectives will be the primary criteria in building and maintaining our partnership.

The Project has four phases:

Phase 1 – Enlist - Initiate Project

We envision this task will form the basis of the partnership between the Mejorando Group and the City. We will begin with an initial meeting with the City Administrator to ensure that we have a clear understanding of the project's objectives. We will discuss the City's interest in this study, the strengths, and areas of improvement of the current organizational structure and operations, confirm municipalities to be used benchmarks, finalize the project schedule and other issues that may be relevant to our work.

Phase 2 – Evaluate - Collect Information & Perform Field Observations

The purpose of the Information Collection and Field Observations Phase is to collect all information needed to evaluate the departments' organizational structure, staffing levels and deployment, program workloads and service delivery issues.

The information collection process is four-fold: gathering and analyzing a variety of documents, conducting Proven/Next Practices research, obtaining input from a wide variety of key stakeholders including department employees and visiting and touring facilities (optional).

- *Review of Key Reports and Documents*: Provides a baseline understanding and relatively objective view of department operations. Records and documents that will be obtained and evaluated may include:

    - Annual performance reports
    - Benchmarking studies
    - Budgets
    - Department Work Plans
    - Human Resource Policy Manual
    - Organizational charts
    - Performance measures
    - Results from previous similar studies
    - Staff training plan
    - Strategic Plan

- *Interviews*: One-on-one interviews will be conducted with:

    1) Damon Hodges, City Administrator
    2) Missy Wilson, Assistant City Administrator and Economic Development Administrator
    3) Dan Berry, Director of Information Technology
    4) Robinson Camp, Director of Public Works

5) Debbie Duncan, Human Resources Manager
6) Diane Egger, Community Development Director
7) Traci Fann, Municipal Judge
8) Michael Graham, Director of Finance
9) Chief Kuehl, Police Department
10) Dave Turner, Director of Parks and Recreation
11) Others To Be Determined

Members of department management teams will also be invited to attend these interviews/meetings. Purpose of these discussions is to gather input and elicit their perspectives about current staffing levels relationship to department performance, explore areas within the department's performance levels that are identified as requiring immediate attention, and assess the readiness of the team in pursuing change. Beyond gaining their input, the intent is to enlist their support and advocacy for the adoption and implementation of recommendations/changes going forward.

- *Discovery Sessions (i.e. focus groups and group interviews) with Groups of Employees*: Meetings will be held with groups of employees from the departments. The methods utilized to elicit their perspectives about issues or obstacles they are experiencing in delivering services and potential solutions are valuable in establishing rapport and a level of trust where candid discussion is present in the meeting(s).

- *Tours of Department Operations and Facilities (optional):* These types of physical tours can be extremely beneficial to become acquainted with department operations and to understand how work is performed in the work environment.

- *Benchmarking and Next Practices Research*: Benchmarking research will comprise an important foundational component of the project. We will conduct an assessment to compare the organizational structures and staffing levels against those of similar organizations (i.e. Benchmarking), industry best practices and from our firm's library of proven practices we have developed from similar projects with other local governments. This assessment will note discrepancies (gaps) and provide recommendations for improvements where needed.

Phase 3 – Explore - Analyze Information to create a Composite Profile of Department Services and develop Recommendations.

The purpose of this phase will be to, factoring in the department's desired set of program service levels, provide a detailed description of the existing department situation - a composite profile - that identifies gaps between existing practices and emerging/next practices being utilized to deliver high-quality services and programs, including:

- How does the current portfolio of services under the departments involved follow proven practices from other similar jurisdictions, and/or what operational changes could be made that would improve service delivery?
- Supervisory structures, specifically the ratio of line staff to supervisors.
- Potential impacts from workforce and workplace practices such as shifting workforce demographics.
- How well are the existing performance measurements monitoring key services and helping with identifying areas for improvement?
- How is existing technology helping or hindering service delivery?
- How healthy is the workplace culture?
- How effective are current practices regarding talent management and succession planning?
- What is the level of investment for training and development and how effective are those efforts?
- How effective are those in leadership roles in enlisting department members and steering the department(s) toward the future?

Based on the composite profile of current practices, blending our experience and expertise, we will create a series of ***prioritized short-term and long-term recommendations***, which will serve as the basis of an implementation plan. We recognize that each department has a distinctive value proposition supporting their service delivery approach, therefore specific recommendations per department will be provided. The primary deliverable is the provision of the written Report which shall include recommendations which should be considered as deliverables. As a consulting practice, we stay current on emerging research and provide clients with a healthy mix of next practices from both the public and private sector(s) as a basis for crafting proven and highly effective recommendations.

The **recommendations** may focus on such areas as:

- Determine appropriate structure, chain of command and staffing levels, to address current and anticipated workload and current or future demographic or other changes that may affect the Department(s).
- Improvements to effectiveness and/or efficiency of service delivery methods.
- Eliminate duplications of effort and non-value-added activities, including possible consolidation.
- The need for policy updates and revisions to improve efficiency.
- The use of technology to accelerate delivery of services including internal operations.

- Improve work processes that are considered cumbersome and adversely impacting employee performance and the delivery of efficient public services and programs.
- Enhance the capabilities and thereby, the performance of the members of the workforce by recommending suggested training and development activities.
- Provide methodologies to develop results-based performance measures.
- Improving talent management and succession planning practices to strengthen the "hiring for Raytown fit" and developing a stronger internal bench of potential successors.
- Establish a process to facilitate continuous change that will increase the alignment of services with strategic goals and customer desired outcomes.

Phase 4 – Execute - Prepare and Present Report

The report referred to as a **"Blueprint for Change,"** will include a series of prioritized recommendations. It will also include approaches, methodologies, and strategies to successfully implement the recommendations to ensure the desired changes become integral to the Departments' overall strategies, policies, people, process, technology, organization, and culture.

Elements of the report shall include:

- Composite profile, including an analysis, of existing operations, service levels, management practices, and staffing allocation.

- Detailed recommendations for improving the efficiency and effectiveness of all components of operations including staffing levels.

- Detailed plans for implementing all recommended changes.

A formal presentation of the Final Report is made at the convenience of the City. Patrick Ibarra makes the presentation summarizing current practices, reviewing recommendations and implementation strategies.

EXHIBIT B

SCHEDULE OF COMPENSATION

In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon completion of the services, upon City's receipt of a written invoice provided by Consultant. The fee to provide all services is Forty-Three Thousand Dollars ($43,000.00), plus travel reimbursement subject to the terms below.

The City will reimburse the Consultant for reasonable out-of-pocket expenses for travel to the City of Raytown to perform services on behalf of the City, up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). To receive reimbursement for travel, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark-up on expenses may be added.

EXHIBIT C

SCHEDULE OF PERFORMANCE

Date	Activity
March/April	Initiate Project
May/June	Meetings held to gather input/feedback
July/August	Analysis of information gathered and preparation of report including recommendations.
On or before September 30, 2024	Submission of Report

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 04/11/2024

MEETING DATE: April 16, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

R-3600-24: Authorization to amend agreement with Kissick Construction on Project SSM-2022-02, Sanitary Sewer Inflow and Infiltration reduction Program - Wildwood South Area 1, in the amount of $ 15,197.90.

BACKGROUND/JUSTIFICATION

On October 3, 2023, the Board of Aldermen approved resolution R-3549-23 amending the contract with Kissick Construction to the amount of $1,595,351.40 for Project SSM-2022-02, Sanitary Sewer Inflow and Infiltration reduction Program - Wildwood South Area 1. This amendment was due to sewer collapses at 8601 Ford Street and East 67th Street Terrace & Oxford Avenue. While constructing the 8601 sewer collapse, the proposed project included digging and replacing the sewer line that was faulty. While exploring more extensively, it was determined that the best approach was to pipe burst the pipe so that the residents would not have as much damage to their property as a dig and replace line. The process increased the project to $15,197.90. Public Works approved this process and the pipe bursting of the sewer was complete.

The SSM-2022-02 Sanitary Sewer Inflow and Infiltration Reduction Program – Wildwood South Area 1 project is now complete, as well as the repairs at 8601 Ford Street and East 67th Street Terrace & Oxford Avenue. Public Works is asking to amend the agreement with Kissick Construction on Project SSM-2022-02, Sanitary Sewer Inflow and Infiltration reduction Program - Wildwood South Area 1, in the amount of $15,197.90 to cover the pipe bursting at 8601 Ford Street. This would increase the final cost of the project to $1,610,549.30. The Operating Sanitary Sewer Fund can cover the budget amendment.

RECOMMENDED MOTION

Staff recommends approval as submitted

PREVIOUS ACTION

On December 20, 2022, the Board of Aldermen approved resolution R-3494-22 approving the contract with Kissick Construction for $1,541,502.00 for Project SSM-2022-02, Sanitary Sewer Inflow and Infiltration reduction Program - Wildwood South Area 1. On October 3, 2023, the Board of Aldermen approved resolution R-3549-23 amending the contract with Kissick Construction to the amount of $1,595,351.40 for Project SSM-2022-02, Sanitary Sewer Inflow and Infiltration reduction Program - Wildwood South Area 1.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Kissick Construction
Amount Budgeted for Sanitary Sewer Inflow and Infiltration Reduction Program Wildwood South Area 1 in 2022-2023 Budget	$2,000,000.00
Original Kissick Construction Contract	$1,541,502.00
Amount from Addendum 1	$53,849.40
Amount Requested from Addendum 2	$15,197.90
Adjusted Kissick Construction Contract	$1,610,549.30
GBA - Wildwood South - Area 1 Design	$233,498.00
GBA - Wildwood South - Area 1 Construction Oversite	$150,399.00
Total Amount for Wildwood South- Area 1 Plus Addendum	$1,994,446.30

To Account Name	Sewer Fund - Capital Expenditures
To Account Number	501-62-00-100-57000

REVIEWED BY

Robinson Camp
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Kissick Construction Change Order 2 and Final Pay Amendment
2. Addendum Number 2 for Project SSM-2022-01
3. Project Locations Map

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

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

Bid Waiver: Sole source or less than three bids		N / A
Contractor address and email:		On File
Project Exemption Certificate needed:		N /A
Other: Previously approved resolutions		On File

RESOLUTION NO.: R-3600-24

A RESOLUTION AMENDING THE AGREEMENT WITH KISSICK CONSTRUCTION FOR THE 2022-2023 SANITARY SEWER MAINTENANCE PROJECT IN THE AMOUNT OF $15,197.90 FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED $1,610,549.30

WHEREAS, the City of Raytown (the "City") issued an Invitation to Bid for the 2022-2023 Sanitary Sewer Maintenance Project within the City; and

WHEREAS, the bid for said project was awarded Kissick Construction on December 20, 2022, pursuant to Resolution R-3494-22 in the amount of $1,541,502.00; and

WHEREAS, Change Order No. 1 was an increase in cost in the amount of $53,849.40 and was approved on October 3, 2023 pursuant to Resolution R-3549-23; and

WHEREAS, Change Order No. 2 was an increase in cost and the agreement needs to be amended in the amount of $15,197.90; and

WHEREAS, the Board of Aldermen desire to amend the agreement with Kissick Construction for the 2022-2023 Sanitary Sewer Maintenance Project in the amount of $15,197.90 for a total project amount not to exceed $1,610,549.30.

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

THAT an amendment to the agreement with Kissick Construction for the 2022-2023 Sanitary Sewer Maintenance Project in the amount of $15,197.90 for a total project amount not to exceed $1,610,549.30, is hereby authorized and approved;

FURTHER THAT the City Administrator is authorized to execute all documents necessary or incidental to the performance thereof, accept the work performed under the contract and make final payment thereon.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 16th day of April, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 2

Date of Issuance:		Effective Date:	
Owner:	City of Raytown, MO	Owner's Contract No.:	SSM-2022-02
Contractor:	Kissick Construction Company	Contractor's Project No.:	23-008
Engineer:	GBA	Engineer's Project No.:	14510.10
Project:	Sanitary Sewer Inflow and Infiltration Reduction Program Wildwood South Area 1	Contract Name:	N/A

The Contract is modified as follows upon execution of this Change Order:

Description: Update existing bid item quantities and add additional bid items for CIPP on Ford Street. Supply all material, labor, equipment, tools, supplies, and all temporary, preparatory, and incidental work for the CIPP on Ford Street. See attached change order cost estimate.

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,541,502.00	Original Contract Times: Substantial Completion: 270 Ready for Final Payment: 330 days or dates
[Increase] [Decrease] from previously approved Change Orders No 1 to No. 1: $ 53,849.40	~~[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:~~ ~~Substantial Completion:~~ ~~Ready for Final Payment:~~ ~~days~~
Contract Price prior to this Change Order: $ 1,595,351.40	Contract Times prior to this Change Order: Substantial Completion: 270 Ready for Final Payment: 330 days or dates
[Increase] [~~Decrease~~] of this Change Order: $ 15,197.90	~~[Increase] [Decrease] of this Change Order:~~ ~~Substantial Completion:~~ ~~Ready for Final Payment:~~ ~~days or dates~~
Contract Price incorporating this Change Order: $ 1,610,549.30	Contract Times with all approved Change Orders: Substantial Completion: 270 Ready for Final Payment: 330 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)
By: Daria Sakharova, P.E.	By:	By:
Title: Senior Engineer	Title	Title
Date: 4/8/2024	Date	Date

PROPOSED CHANGE ORDER
2

8131 Indiana Avenue
Kansas City, Missouri 64132

Phone: (816) 363-5530
Fax: (816) 523-1557

TITLE: Final CIPP Balancing
PROJECT: I/I REDUCTION WILDWOOD SOUTH AREA 1

DATE: 04/08/2024
JOB: 23-008-

CONTRACT NO.: 23-008

To: Daria Sakharova
GBA
10212 F Street
Omaha, NE

DESCRIPTION OF PROPOSAL

Kissick Construction Company respectfully submits the following price for the additional 78 LF of Pipe Bursting that was not accounted for in contract totals. The final unpaved 8" Pipe Bursting footage is 726 LF.

Item	Quantity	UOM	Unit Cost	Description	Unit Price
1	1.00	EA	$15,197.90	Final Pipe Bursting Balancing	$15,197.90
				Total	$15,197.90

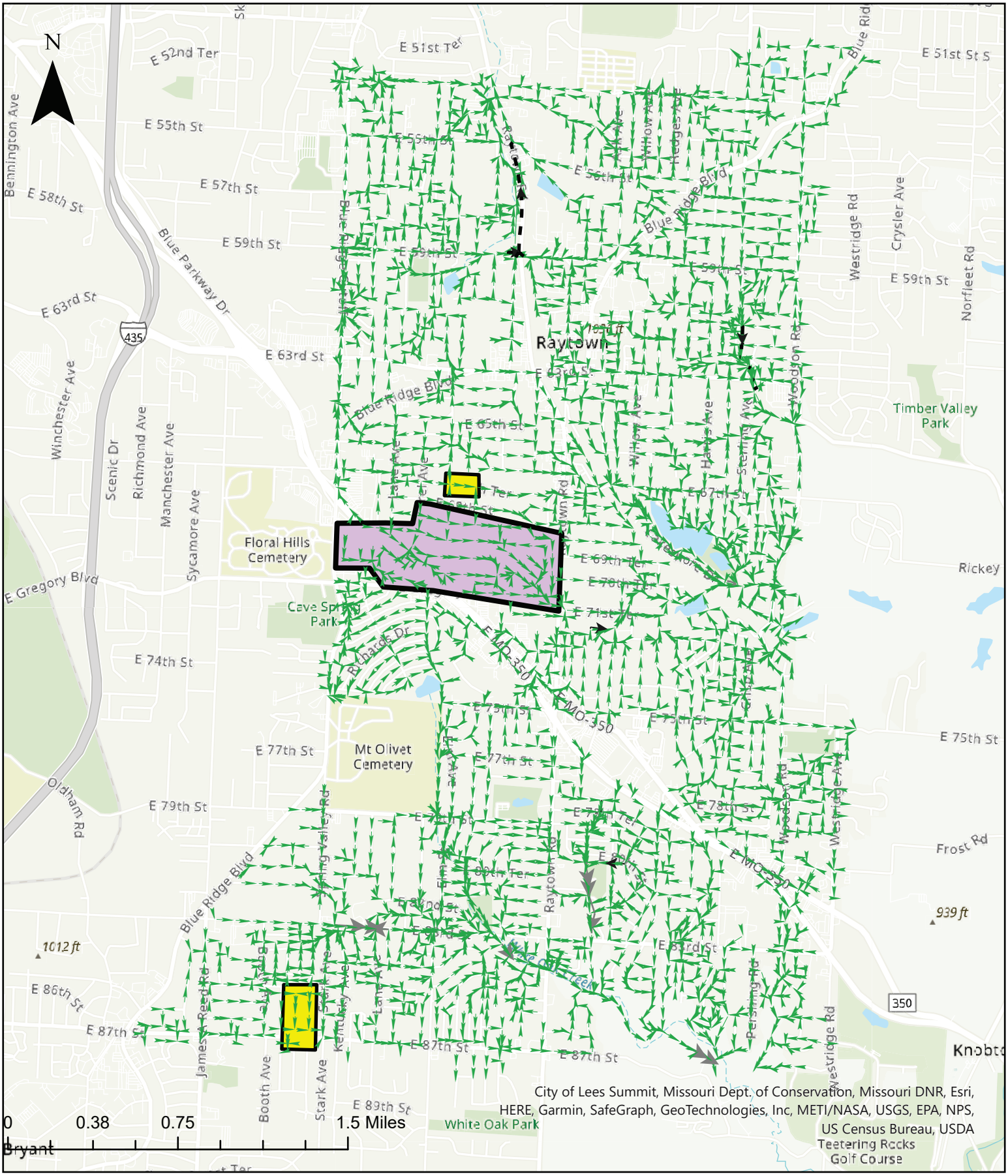
APPROVAL:

By: _____
Daria Sakharova

Date: 4/9/2024

By: _____
Morgan Salisbury

Date: 4/8/2024



Gravity Mains

- Abandoned
- Active
- Proposed
- Removed

ProjectArea

- 67th Terr PR
- Ford St PR
- WWS Area 1

GBA