



**CITY OF GRAIN VALLEY
PLANNING & ZONING COMMISSION
REGULAR MEETING AGENDA**

August 11, 2021 at 6:30 P.M.

OPEN TO THE PUBLIC

*Located in Grain Valley City Hall – Council Chambers
711 Main Street – Grain Valley, Missouri*

ITEM I: CALL TO ORDER

ITEM II: ROLL CALL

ITEM III: PLEDGE OF ALLEGIANCE

ITEM IV: APPROVAL OF MINUTES

- June 9, 2021 Regular Meeting

ITEM V: CITIZEN PARTICIPATION

- Citizens are asked to please limit their comments to two (2) minutes.

ITEM VI: PUBLIC HEARINGS

- None

ITEM VII: ACTION ITEMS

1. **Rosewood Hills – 11th Plat** – Requesting Final Plat Approval on 11.92 acres consisting of 29 lots and two tracts that is generally located east of NW Lindenwood Drive and north of the Rosewood Hills 10th Plat lying in Section 22, Township 49, Range 30 in Grain Valley, Jackson County, Missouri. The developer is L & B Development, Inc.
2. **Joe Shmoe Coffee** – Requesting Site Plan Approval for a Coffee Shop that is in the Main Street Corridor – Transition Overlay Zoning District. The property is located in the Old Towne Market Place and will be generally located at the southwest corner of SW Eagles Parkway and Buckner Tarsney Road.

ITEM VIII: PREVIOUS BUSINESS

- None

ITEM IX: NEW BUSINESS

- Rosenberg's Rules of Order

ITEM X: ADJOURNMENT



PLEASE NOTE

The next scheduled meeting, if needed, of the City of Grain Valley Planning & Zoning Commission will take place on September 8, 2021 at 6:30 pm.

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816-847-6210 AT LEAST 48 HOURS BEFORE THE MEETING. UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816-847-6210.





City of Grain Valley
Planning & Zoning Commission
Meeting Minutes
Regular Meeting

6/9/2021
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ITEM I: CALL TO ORDER

- The Planning & Zoning Commission of the City of Grain Valley, Missouri, met in Regular Session on June 9, 2021 in the Council Chambers at City Hall.
- The meeting was called to order at 6:32 PM by Chair Craig Shelton.

ITEM II: ROLL CALL

- *Present: Scott Shafer*
- *Present: Jim Hofstetter*
- *Present: Craig Shelton*
- *Present: Debbie Saffell*
- *Present: Justin Tyson*
- *Absent: Kevin Browning*
- *Absent: Elijah Greene*
- *Present: Bob Headley (BOA Liaison)*
- *There was a quorum.*

ITEM III: PLEDGE OF ALLEGIANCE

ITEM IV: APPROVAL OF MINUTES

- Commissioner Tyson motioned to approve the minutes from the May 12, 2021 regular meeting. Commissioner Shafer second the motion. The Commission approved the minutes by a vote of 5 to 0.

ITEM V: PUBLIC HEARINGS

- **None**

ITEM VI: ACTION ITEMS

- **None**

ITEM VII: PREVIOUS BUSINESS

- **None**

Commissioners Present
Craig Shelton
Jim Hofstetter
Debbie Saffell
Scott Shafer
Justin Tyson
Bob Headley BOA Liaison

Commissioners Absent
Elijah Greene
Kevin Browning

Staff Officials Present
Mark Trosen – CD Director
Mike Russell – Building Official



City of Grain Valley
Planning & Zoning Commission
Meeting Minutes
Regular Meeting

6/9/2021
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ITEM VIII: NEW BUSINESS

- City Attorney Joe Lauber presented a training session to the Commission and provided background information on planning and zoning, roles of the Commission and procedurally carrying out the various responsibilities. Mr. Lauber also discussed procedural process and the various rules of orders and recommended that the Commission keep it simple when adopting rules to conduct public hearings, making motions and generally holding meetings.

ITEM IX: ADJOURNMENT

- Commissioner Tyson made a motion to adjourn the meeting. Commissioner Shafer second the motion. The Commission approved the motion by a vote of 5 to 0.

-The Regular Meeting Adjourned at 8:34 PM-

Commissioners Present

Craig Shelton
Jim Hofstetter
Debbie Saffell
Scott Shafer
Justin Tyson
Bob Headley BOA Liaison

Commissioners Absent

Elijah Greene
Kevin Browning

Staff Officials Present

Mark Trosen – CD Director
Mike Russell – Building Official

Staff Report

Final Plat – Rosewood Hills – 11th Plat

August 11, 2020

QUICK FACTS:

L&B Development is the property owner and developer.

The property is zoned District R-1 (Single Family Residential).

The total number of lots are 29 and Tracts E and F.

The total land area is approximately 11.92 acres with Tract E being slightly less than 4 acres is designated for common area for water detention purposes and setback from creek.

Tract F shall be deeded to adjacent property owner due to existing structure that crosses property line.

The Comprehensive Plan's Future Land Use Map illustrates this area as single-family residential development.

The preliminary plat included phases 10th and 11th, was approved by the Commission on November 20, 2019.

Rosewood Hills – 10th Plat was recorded on June 8, 2021.

ACTION:

For the Planning & Zoning Commission to approve the final plat for Rosewood Hills – 11th plat.

ANALYSIS:

The final plat for the 11th phase substantially conforms to the approved preliminary plat.

The final plat meets the city requirements and standards.

During the review of the preliminary plat, Commissioner Saffell asked that the access to lot 613 be reviewed and that it be delineated more clearly on the final plat. The final plat clearly shows the property extending to the bubble of the cul-de-sac street and the available access for lot 613.

STAFF RECOMMENDATION:

Staff recommends approval of the final plat for Rosewood Hills 11th phase.



711 Main Street
 Grain Valley, MO 64029
 816.847.6220
 816.847.6206 fax
 www.cityofgrainvalley.org

PLANNING & ZONING APPLICATION

PROJECT INFORMATION

Location: NE Rymea Dr. and NE Crestwood Dr.
 Subdivision: Rosewood Hills Lot #: _____ Zoning District: Residential
 Description of Request: Approval of final plat of Rosewood Hills, 11th Plat

APPLICANT INFORMATION

Name: Bob Schmidt
 Company: H & B Development, Inc.
 Address: 1912 Harold Dr. Raymore Mo. 64083
 Telephone: 816-679-8238 Fax: _____ E-mail: rymea@att.net
 Property Owner: H & B Development (Bob Schmidt)
 Additional Contact(s): _____

| Type of Application: Check Type & Submit Corresponding Requirements | Submittal Requirement List: |
|---|--|
| <input type="checkbox"/> Rezoning 1 • 2 • 5 • 10 • 11 • 14 | 1 Legal description of subject property |
| <input type="checkbox"/> Ordinance Amendment 10 | 2 Map depicting general location of site |
| <input type="checkbox"/> Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14 | 3 Summary Site Analysis depicting current character of site |
| <input type="checkbox"/> Temporary Use Permit 2 • 10 • 14 | 4 Preliminary Plat (3 full size copies) |
| <input type="checkbox"/> Preliminary Plat 1 • 3 • 4 • 14 | 5 Preliminary Development/ Site Plan (6 copies) |
| <input checked="" type="checkbox"/> Final Plat/ Lot Split 1 • 6 • 12 • 13 • 14 • 15 | 6 Final Plat (6 copies) |
| <input type="checkbox"/> Preliminary Development/Site Plan 1 • 3 • 5 • 8 • 9 • 14 | 7 Final Development/ Site Plan (6 copies) |
| <input type="checkbox"/> Final Development/Site plan 1 • 7 • 8 • 9 • 14 • 15 | 8 Landscaping Plan (6 copies) |
| <input type="checkbox"/> Site Plan 1 • 7 • 8 • 9 • 12 • 14 • 15 | 9 Building Elevations (6 copies) |
| <input type="checkbox"/> Vacation of Right-of-way or Easement 1 • 14 • 16 • 17 | 10 Written description of the proposal |
| <input type="checkbox"/> Future Land Use Map (Refer to page 9) | 11 List of property owners within 185 feet |
| Note: Include at least one 8 ½ x 11 copy of all drawings and plans with all applications. | 12 Construction plans for all public works improvements (6 copies) |
| | 13 Copies of tax certificates from City and County |
| | 14 Proof of ownership or control of property (deed, contract, lease) or permission from property owner |
| | 15 Off-site easements if necessary |
| | 16 Survey of vacation area |
| | 17 Utility Comment Form - City will provide form |

[Note: Applications must be completed in their entirety and all submittal requirements must be submitted at the time the application is submitted. Additional submittals may be requested as provided for in the Grain Valley City Code.]

The applicant hereby agrees that all information is provided as required with this application and the City Code:
Bob Schmidt
 Applicant's Signature

6/23/21
 Date

Applicant's Signature

Date

PAID

JUN 25 2021

CITY OF GRAIN VALLEY

20210459

\$590.00

**Declaration of Covenants,
Conditions and Restrictions
of
Rosewood Hills**

This Declaration of Covenants, Conditions and Restrictions of Rosewood Hills (“Declaration”) is made on the date hereinafter set forth by L & B Development Inc., a Missouri Corporation (“Developer” and “Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of Grain Valley, County of Jackson, State of Missouri, which is more particularly described as:

ROSEWOOD HILLS, Lots 608-636, 11th Plat, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof.

(“Property” or “Subdivision”). The plat of the Subdivision was accepted by the Grain Valley City Council by ordinance number 2509, duly passed and approved by the Mayor of Grain Valley, Missouri on July XX, 20XX and recorded XXX XX XXXX with the Jackson County Recorder of Deeds.

AND WHEREAS, Declarant desires to place certain protective covenants, conditions, restrictions, reservations, liens and charges on the Property.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the Subdivision and for the maintenance of the property and improvements thereof, and such other property as may be subsequently subjected hereto.

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the environment, values and amenities in said property to create an entity to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities (if any) and administering and enforcing the covenants and restrictions contained herein and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

WHEREAS, Developer has incorporated under the laws of the State of Missouri, the Rosewood Hills Homeowners Association, Inc., as a not-for-profit corporation for the purpose of exercising the functions aforesaid:

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. All the lots when sold will be subject to these restrictions and the easements, covenants, restrictions and conditions shall run with the Property and will be binding on every owner of lots in the Subdivision in the same manner as if the restrictions were contained in each contract or conveyance of or concerning any lot or part thereof.

ARTICLE I
Definitions

1.1. "Association" shall mean and refer to the Rosewood Hills Home Owners Association, Inc., its successors and assigns.

1.2. "Common Areas" shall mean those portions of the Property, which are dedicated and conveyed by Developer to the Association.

1.3. "Declarant" shall mean L & B Development, Inc., its successors and assigns.

1.4. "Developer" shall mean and refer to L & B Development, Inc., its successors and assigns, to whom (whether a person or other entity) is conveyed all remaining lots (if more than one) are conveyed for the purpose of resale.

1.5. "Lot" shall mean and refer to the lots identified and contained in the recorded subdivision plat.

1.6. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, pool facility, lighting and other related improvements and fixtures in a condition comparable to their original conditions, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

1.7. "Member" shall mean and refer to every person or entity that holds membership in the Association.

1.8. "Mortgage" shall mean a conventional mortgage or deed of trust.

1.9. "Mortgagee" shall mean a holder of a conventional mortgage or deed of trust or a beneficiary under or holder of a deed of trust.

1.10. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.11. "Property" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and these restrictions, as hereinafter provided.

1.12. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant or Developer alone which contains some complementary provisions in relation to the Property or any portion thereof and is reasonably related to the general welfare of the Owners and occupants within the Property or the portion thereof affected by same.

1.13 "Owner Occupied" shall mean that all homes constructed in Rosewood Hills shall not be held as rental property by any definition. All residences in Rosewood Hills shall be owner occupied.

ARTICLE II Association Membership

2.1 Every person or entity that is a record owner of the fee or an undivided fee interest in any Lot, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest in the Property merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

ARTICLE III Voting Rights

3.1 The Association shall have two classes of voting membership.

3.1.1 CLASS A. Class A members shall be all Owners except the Declarant. Class A members shall have one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any single Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

3.1.2 CLASS B. Class B members shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot it holds the interest required

for membership by Article II. Class B membership may be converted to Class A membership as to any Lots, at the option of the Developer, by delivery of a written notice to the President of the Association, or at such time as the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership. In any event, Class B shall cease to exist, and all Lots owned by the Declarant shall become the subject of Class A membership on January 1, 2023.

ARTICLE IV Powers and Duties

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers and duties:

4.1 To enforce, in its own name, any covenants, conditions, or restrictions which may now or may hereafter be imposed upon any of the Property. The expenses and costs of any such proceeding must be paid out of the general fund of the Association.

4.2 To mow and maintain common areas, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on Property defined as common areas.

4.3 To provide operation and maintenance of entrances and subdivision monument sign, all ornamental features and equipment thereof on any land set aside for the general use of the public or the owners, or to which all such owners have access and use thereof.

4.4 To obtain liability insurance insuring the Association.

4.5 To obtain workers compensation insurance to the extent necessary to comply with applicable law and any other insurance deemed necessary by the Board of Directors of the Association.

4.6 To obtain a standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

4.7 To acquire and own the title to such real estate as may be reasonable necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it.

4.8 To borrow money, to mortgage, pledge deed in trust or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.

4.9 To enter into such agreements with other Homes Associations, municipalities, political subdivision, individuals and corporation in order to implement the purposes of the

Association, and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

4.10 To provide for the operation, maintenance and improvements of the subdivision swimming pool and associated parking lots and other improvements located on the common area of the subdivision.

ARTICLE V
Covenant for Maintenance Assessments

5.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall have so expressed in any deed or other conveyance, is deemed to covenant and agrees to pay to the Association, following the date of commencement of Annual Assessments as provided in Section 6 of this Article V; (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, and reasonable attorney's fees, shall be a charge on the Property and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner or Owners of such Property at the time when the assessments fell due. The personal obligation of delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property, and for the maintenance, repair and services listed in Article IV hereof, and for any other purpose which is necessary or desirable for the maintenance or improvement of the Property or which is of general benefit to the Owners and occupants.

5.3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following conveyance by Declarant of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Ninety Five and no/100 Dollars (\$195.00) per Lot.

5.3.1 From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased effective January 1 of each year without vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, DC) between the month of July in the two immediately preceding consecutive calendar years.

5.3.2 From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, notice setting forth the purpose of the meeting to be given. The limitations hereof shall not apply to any change in the maximum and basis of assessments undertaken as incident to merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

5.3.3 The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

5.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair, or replacement of a capital improvement upon the Property, including fixtures and personal property relating thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

5.5 Notice and Quorum for Any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action requiring membership approval under Section 3 and 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast sixty percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half of the quorum required at the preceding meeting. No such subsequent meeting may be held more than 60 days following the preceding meeting.

5.6. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to an individual Lot upon the original conveyance of each Lot by Declarant (excluding builders) provided that a conveyance by Developer to a successor who meets the definition of Developer shall not be deemed an original conveyance; or, upon the first day of the month following issuance of a certificate of occupancy on the lot by the appropriate authority approving the occupancy of a dwelling on such lot, whichever shall first occur. The first annual assessment shall be prorated according to the number of months remaining in the calendar year following the commencement date.

Thereafter, the annual assessment shall be due and payable in advance by each Owner for each succeeding year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Board of Directors shall establish the due date.

5.7 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum. The Association may bring an action at law against the Owner, or foreclose the lien against the Property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

5.8 Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first deed of trust given by an Owner. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust, such subordination shall apply only to the assessments or installments thereof which shall be due and payable prior to the sale of the Property pursuant to the exercise of the power of sale under such deed of trust, or prior to a sale or conveyance in lieu of foreclosure shall not relieve the Property from liability for assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

ARTICLE VI Use Restrictions.

6.1 General Use of the Land. None of the Lots may be improved, used or occupied for any purpose whatsoever other than for construction and occupation of private single family residences and no flat or apartment house, although intended for residential purposes, may be erected thereon. The structures to be erected upon the Lots will be occupied by individuals or families, however Developer does not intend for the Property to be used for multifamily uses or group home uses. No structure of a temporary character shall be erected or located on any Lot, including a trailer, manufactured home, mobile home, basements, tent or shack. No Lot may be improved, used or occupied for any purpose other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

6.2 All residences shall incorporate "dual fuel" heating and cooling systems.

6.3. Height Limitations. Any residence erected on any Lot shall not be more than two (2) levels in height above ground on the front elevation of the house without the prior written consent of Developer or the Architectural Review Committee, as applicable.

6.4. Interior Minimum Size Requirements.

6.4.1. The words “enclosed floor area” as used herein shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics.

6.4.2. The minimum size of any residence is 1,300 sq. ft. of enclosed floor area.

6.4.3. All homes shall have a basement. No slab homes are permitted.

6.5. Exterior Requirements.

6.5.1. All homes are to be painted with earth tone colored paint on the exterior walls. Developer reserves the right to approve exterior colors.

6.5.2. The pitch of any roofline shall be no less than 7/12 unless specifically and otherwise approved per Article VI.

6.5.3. All Lots are to be sodded and landscaped within a reasonable amount of time after occupancy. Each Lot on which a dwelling is built must have a minimum of two (2) Red Maple planted 12’ from the curb. The trees shall not be less than six (6) feet in height when planted.

6.5.4. All roofing shall be asphalt roofing, weathered gray color, 20 year or better.

6.5.5. Above Ground Pools Prohibited. No above ground swimming pools shall be erected, installed, constructed and/or maintained by an Owner of any Lot, other than an entirely portable and movable wading pool not greater than six feet in diameter.

6.6. Garages. Each residence shall have an attached garage for not less than two (2) cars. The driveway on each Lot shall be poured concrete to the curb. All garages facing a street must be equipped with doors to preserve the appearance of the elevation of the house fronting on the street. All side entry garages must conform to the general appearance of the façade of the house on its front elevation.

6.7 Fences. In no event will any chain link fences be erected anywhere on the Property (including dog runs). No fencing other than wood and/or vinyl fencing shall be permitted on any Lot and no fencing shall be permitted nearer to the front street than the rear lines of the residence.

6.8. New Construction. All residences and other buildings permitted hereby on Lots shall be initially new construction. No buildings shall be moved onto any such Lots.

6.9. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets not to exceed an aggregate three in number regardless of type may be kept, provided they are not kept, bred or maintained for any commercial purpose.

6.10. Antennas Prohibited. No exterior television or radio antennas (excluding dishes or disks eighteen to twenty-two (18-22) inches and smaller in diameter) may be kept or maintained on any of the Lots except within the confines of a dwelling thereon.

6.11. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot above or below the surface of the ground.

6.12. Automotive. No engine rebuilding or any other similar form of automotive maintenance or manufacturing or repairing, whether for hire or otherwise, shall occur on any of the Lots except that automotive repairs on a noncommercial basis and not for hire may be conducted in any enclosed garage built on a Lot.

6.13. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over $\frac{3}{4}$ ton, recreational vehicles, motor homes, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or any other motor vehicles or trailers may be stored upon any Lot except that such storage (except storage for hire) shall be permitted within the confines of any building built upon any Lot or shall be regularly parked in the open on any Lot or at the curb and in any event not more than 12 hours at any one time.

6.14 Owner Occupied. All homes constructed in Rosewood Hills shall be owner occupied. No homes shall be built or held as rental property by any definition at any time.

6.15 Outbuildings. No Outbuildings of any kind shall be constructed, installed or moved on or to any lot.

Developer maintains the right to modify and/or change any of the use restrictions identified.

ARTICLE VIII
General Provisions

7.1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the Property to enforce any lien created by these covenants. Any such action may be initiated by the Developer, any Owner, or the Association. Failure of the Developer, or any Owner, or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by those entitled to cast not less than seventy-five percent (75%) of the Class A and B votes combined, and thereafter by an instrument signed by members entitled to cast not less than two-thirds (2/3) of all votes, provided, however, that the terms and provisions contained within Article VI and Article VII may not be amended or repealed so long as Developer owns any Lot without the affirmative written consent of Developer to any such amendment or revocation. No new article or amendment will be enforceable or affective against the Developer without its prior written consent. Any amendment provided for hereunder shall become effective when the instrument of amendment is properly executed and filed for record in Jackson County, Missouri, in the Recorder of Deeds Office in Harrisonville.

7.3. Notices. Any notices required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association or current tax records at the time of such mailing.

7.4. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to the actual facts.

7.5. Management. The business of the Association will be conducted by its Board of Directors in accordance with this Declaration and the Bylaws of the Association adopted by the Declarant or the Association's Board of Directors. Until a Board of Directors has been elected, the affairs of the Association will be conducted by the Declarant who will have all of the powers and duties for the administration of the affairs of the Association.

7.6. Covenants. All of the provisions of this Declaration are covenants that run with the Property and are binding upon L & B Development, Inc. and its successors and assigns. Any person acquiring fee title to any Lot or any portion thereof, will be bound by this Declaration only as to the Lot or portion of the Lot acquired by such person. In addition,

such person will be bound by this Declaration only during the period such person is the fee owner of such Lot or portion thereof, excepts as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Declaration will continue to be benefits and servitudes upon the Lots and run with such land.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 30th day of July, 2020.

L & B DEVELOPMENT, INC.

By: _____
Larry Potts, President

Robert E. Schmidt, Secretary

State of Missouri)
)ss.
County of Jackson)

BE IT REMEMBERED, that, before me, the undersigned, a Notary Public in and for said County and State, appeared before me Larry Potts and Robert E. Schmidt, to me personally known, who, being duly sworn did say that they are the President and Secretary of L & B Development, Inc., a Missouri corporation, and that the statements contained in said instrument are true and correct, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and as its free and voluntary act for the uses and purposes therein set forth.

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

Notary Public

My commission expires:

Staff Report
Joe Shmoe Coffee
Old Towne Market Place
August 11, 2021

ACTION: Requesting site plan approval in the Downtown/Transition Overlay District.

PURPOSE: To allow a drive-thru coffee shop to be located generally on the southwest corner of SW Eagles Parkway and Buckner Tarsney Road on Lot 2 of Old Towne Marketplace – 13th Plat. Lot 2 contains approximately 16,063 square feet.

ANALYSIS: The project site is vacant and undeveloped.

The north portion of the property will be developed at a later unknown date. This area was platted as Lot 1 containing approximately 25,569 square feet.

Regarding the site requirements in the Transition Overlay District, the plan illustrates:

- 1) The floor area ratio is at the maximum allowed of .8 to 1. Floor Area Ratio is defined as the ratio of gross floor area to gross site area.
 - 2) The impervious coverage is 12,807 square feet which is 80% of the total lot area. This is the maximum coverage allowed within the transition zone.
 - 3) The parking spaces required for a restaurant is 1 space per 3 seats. There will be 33 seats inside the building so that requires 11 parking spaces. The plan shows 8 spaces and 1 ADA space on the lot for a total of 9 spaces. The plan states that 2 spaces will be shared from adjacent existing parking to the northwest. The city zoning regulations allows shared off-street parking to be provided from another parcel or lot within 500 feet from the entrance of the main building.
 - 4) The minimum landscaping requirements are one (1) tree and two (2) shrubs per 7,500 square feet of total lot area. Based on the lot area, two trees and four shrubs are required. The site plan illustrates 3 trees are provided and 6 shrubs. The location of the trees and shrubs are along the east and south lot lines. Staff would recommend that additional landscaping be included on the north side in the island between the coffee shop and the new drive and in the eyebrow with the new sidewalk connection from Buckner Tarsney.
 - 5) The proposed exterior building materials comply with Section 400.220 since the visible walls are within 300 feet of the right-of ways of SW Eagles Parkway and Buckner Tarsney Road. The materials consist of stone, stucco, and ship lap.
-

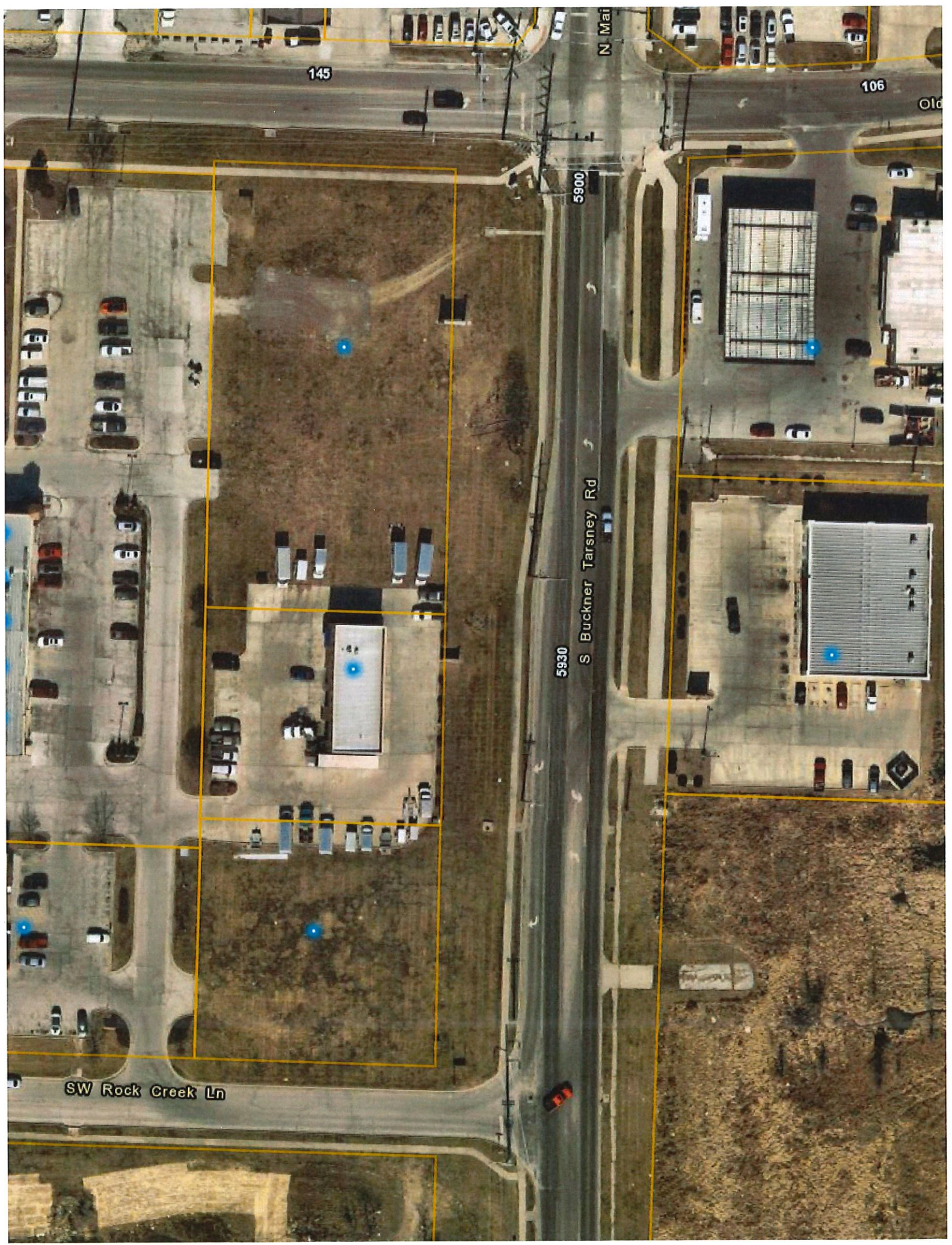
Page 2

Staff Report – Joe Shmoe Coffee

- 6) The site plan does not illustrate signage for the proposed business. Does the business propose a menu board since it is a drive-thru? The building elevation drawings do not include signage for the proposed building.
- 7) The site plan does not show the circulation pattern or vehicle stacking for the drive thru. In looking at the building elevation drawings, since there is no menu board on the site plan, it appears that there is one window where you pull up to order and pick/up.
- 8) The site plan illustrates a new driveway access from Buckner Tarsney Road. This driveway will be generally located south of the right-hand turn lane on Buckner Tarsney Road for SW Rock Creek Lane. Staff has discussed with the applicant extending the right-hand turn lane north of the new driveway. Staff contends this is needed from a traffic safety concern because of the distance from the new drive to the intersection.

RECOMMENDATION: Staff recommends approval subject to two conditions:

- 1) Adding additional landscaping as noted in comment #4 above, and:
 - 2) Extending the right-hand turn lane for the connection to Buckner Tarsney Road as noted in comment #8.
-



SW Rock Creek Ln

5930

S Buckner Tarsney Rd

5900

145

106

N Mat

Old



711 Main Street
 Grain Valley, MO 64029
 816.847.6220
 816.847.6206 fax
 www.cityofgrainvalley.org

PLANNING & ZONING APPLICATION

2021-0517

PROJECT INFORMATION

Location: Bethon Tanny & Sweigs Pkwy
 Subdivision: CID Town Marketplace Lot #: _____ Zoning District: _____
 Description of Request: Development application

300.00

APPLICANT INFORMATION

Name: Raymond Rahn
 Company: Old Towne Marketplace LLC
 Address: 1120 Elys Place Blvd Grain Valley MO 64029
 Telephone: 816-229-8115 Fax: _____ E-mail: Rymr@CountyClub-Homes.com
 Property Owner: Old Towne Marketplace LLC
 Additional Contact(s): _____

| Type of Application: Check Type & Submit Corresponding Requirements | Submittal Requirement List: |
|--|--|
| <input type="checkbox"/> Rezoning 1 • 2 • 5 • 10 • 11 • 14 | <input checked="" type="checkbox"/> 1 Legal description of subject property ✓ |
| <input type="checkbox"/> Ordinance Amendment 10 | <input type="checkbox"/> 2 Map depicting general location of site |
| <input type="checkbox"/> Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14 | <input type="checkbox"/> 3 Summary Site Analysis depicting current character of site |
| <input type="checkbox"/> Temporary Use Permit 2 • 10 • 14 | <input type="checkbox"/> 4 Preliminary Plat (3 full size copies) |
| <input type="checkbox"/> Preliminary Plat 1 • 3 • 4 • 14 | <input type="checkbox"/> 5 Preliminary Development/ Site Plan (6 copies) |
| <input checked="" type="checkbox"/> Final Plat/ Lot Split 1 • 6 • 12 • 13 • 14 • 15 | <input checked="" type="checkbox"/> 6 Final Plat (6 copies) |
| <input type="checkbox"/> Preliminary Development/Site Plan 1 • 3 • 5 • 8 • 9 • 14 | <input checked="" type="checkbox"/> 7 Final Development/ Site Plan (6 copies) |
| <input type="checkbox"/> Final Development/Site plan 1 • 7 • 8 • 9 • 14 • 15 | <input checked="" type="checkbox"/> 8 Landscaping Plan (6 copies) |
| <input checked="" type="checkbox"/> Site Plan 1 • 7 • 8 • 9 • 12 • 14 • 15 | <input checked="" type="checkbox"/> 9 Building Elevations (6 copies) |
| <input type="checkbox"/> Vacation of Right-of-way or Easement 1 • 14 • 16 • 17 | <input type="checkbox"/> 10 Written description of the proposal |
| <input type="checkbox"/> Future Land Use Map (Refer to page 9) | <input type="checkbox"/> 11 List of property owners within 185 feet |
| Note: Include at least one 8 1/2 x 11 copy of all drawings and plans with all applications. | <input checked="" type="checkbox"/> 12 Construction plans for all public works improvements (6 copies) |
| | <input checked="" type="checkbox"/> 13 Copies of tax certificates from City and County ✓ |
| | <input checked="" type="checkbox"/> 14 Proof of ownership or control of property (deed, contract, lease) or permission from property owner ✓ |
| | <input checked="" type="checkbox"/> 15 Off-site easements if necessary |
| | <input type="checkbox"/> 16 Survey of vacation area |
| | <input type="checkbox"/> 17 Utility Comment Form - City will provide form |

[Note: Applications must be completed in their entirety and all submittal requirements must be submitted at the time the application is submitted. Additional submittals may be requested as provided for in the Grain Valley City Code.]

The applicant hereby agrees that all information is provided as required with this application and the City Code:
 Applicant's Signature: [Signature] Date: 7/19/21
 Applicant's Signature: _____ Date: _____

GENERAL NOTES

1. See architectural schedule for all building dimensions, mount signs and lighting details.
2. See electrical schedule for all electrical and lighting details.
3. All work shall be in accordance with the City of Grain Valley specifications.
4. All work shall be in accordance with the City of Grain Valley specifications.
5. All work shall be in accordance with the City of Grain Valley specifications.
6. All work shall be in accordance with the City of Grain Valley specifications.
7. All work shall be in accordance with the City of Grain Valley specifications.

CITY OF GRAIN VALLEY GENERAL NOTES

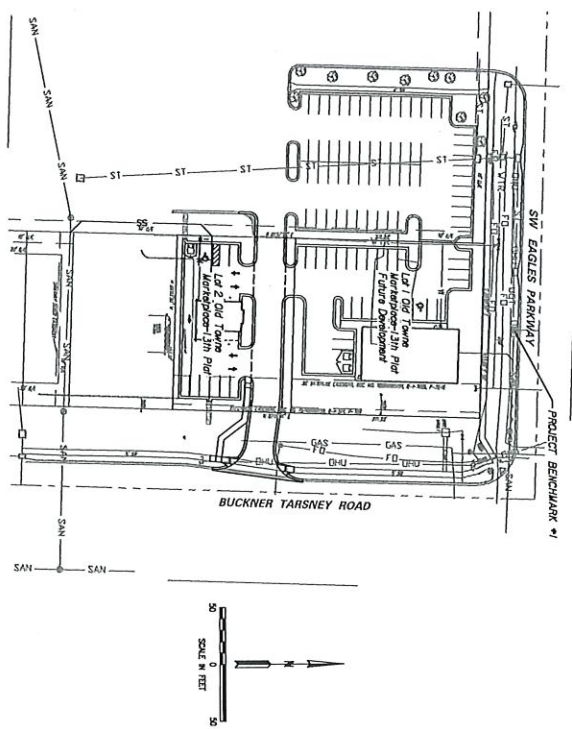
1. The contractor shall have one (1) signed copy of the plans approved by the City of Grain Valley on file at the project site at all times.
2. Construction of the improvements shown or indicated by this set of drawings shall not be initiated or any part thereof undertaken until the City is notified in writing that the contractor has obtained all necessary permits and approvals from the City of Grain Valley.
3. The City of Grain Valley plan review is only for general performance with City of Grain Valley criteria and the City Code. The City of Grain Valley does not warrant or confirm the accuracy or completeness of the information provided on the drawings or the accuracy of the information provided on the drawings.
4. The City of Grain Valley does not warrant or confirm the accuracy or completeness of the information provided on the drawings or the accuracy of the information provided on the drawings.
5. The City of Grain Valley does not warrant or confirm the accuracy or completeness of the information provided on the drawings or the accuracy of the information provided on the drawings.
6. All materials and workmanship associated with this project shall be subject to inspection by the City of Grain Valley. The City of Grain Valley reserves the right to inspect and approve all materials and workmanship before they are used on the project.
7. The Contractor shall notify himself as to the accuracy of all measurements prior to construction of any permanent structure.
8. The Contractor shall notify himself as to the accuracy of all measurements prior to construction of any permanent structure.
9. All existing utilities indicated on the drawings are according to the best information available to the Engineer. However, all utility lines of the contractor to which the location of same shall be verified or re-located by the contractor at his expense and with immediate notice to the City prior to re-locate or replacement.
10. Construction shall be in accordance with the City of Grain Valley specifications.
11. By use of these plans the Contractor agrees that he shall be solely responsible for the accuracy of the information provided on the drawings.
12. The Contractor shall notify the engineer immediately of any discrepancies in the plans.
13. All fill areas indicated shall be compacted to 95% Standard Proctor Density at 4-2% optimum moisture content. Documentation shall be provided and approved by the City.
14. All fill areas within the Street Right of Way shall be compacted to 95% Standard Proctor Density at 4-2% optimum moisture content. Documentation shall be provided and approved by the City.
15. All work shall be in accordance with the City of Grain Valley specifications.
16. The Contractor shall be responsible for the removal and/or temporary marking and relocation of all existing street markers, signs, stop signs, speed limit and other street markers and signs during the construction of the project.
17. Storm sewer pipe under streets shall be reinforced concrete pipe with HDPE as a potential alternative of the distribution of the City.
18. All proposed and existing street crossings shall be marked greater than 1/2" from the street. All existing street crossings shall be filled with flexible fill per detail ST-1101.
19. Pipes that are to be replaced and/or replaced with separate, the trench fill is to be compacted to 95% Standard Proctor Density at 4-2% optimum moisture content.
20. The location of existing utilities as shown on the drawings, it shall be the responsibility of the contractor to verify the location of all utilities.
21. Construction shall be in accordance with the City of Grain Valley specifications.
22. Construction shall be in accordance with the City of Grain Valley specifications.
23. Construction shall be in accordance with the City of Grain Valley specifications.
24. Construction shall be in accordance with the City of Grain Valley specifications.

APPROVAL BLOCK: A signature block shall be required on the cover sheet of all plans and reports submitted for review and approval. All plans require the signature of the City Engineer and the date of said signing (or formal approval by the City).

The general form of the approval block shall be as follows:

APPROVED: _____ Date _____
City of Grain Valley
APPROVED FOR ONE YEAR FROM THIS DATE

**JOE SHMOE COFFEE
OLD TOWNE MARKET PLACE
GRAIN VALLEY, JACKSON COUNTY, MISSOURI
FINAL DEVELOPMENT PLAN**



INDEX

FINAL DEVELOPMENT PLANS

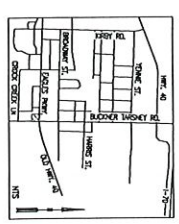
| | |
|----|---|
| 1 | COVER SHEET |
| 2 | GENERAL NOTES |
| 3 | GRADING PLAN |
| 4 | SIDEWALK PAVEMENT AND CONCRETE FLOW DETAILS |
| 5 | UTILITY PLAN |
| 6 | EROSION CONTROL PLAN |
| 7 | CONCRETE DETAIL SHEET |
| 8 | SMALLER SEWER DETAILS |
| 9 | WATER LINE DETAILS |
| 10 | WATER LINE DETAILS |
| 11 | WATER LINE DETAILS |
| 12 | WATER LINE DETAILS |

APPENDIX

A-1 ARCHITECTURAL CONCEPT PLAN
A-1 ELEVATION VIEWS & EXTERIOR MATERIALS

PLANS PREPARED FOR
WARD DEVELOPMENT
1120 NW EAGLE RIDGE BLVD
GRAIN VALLEY MO 64029
CONTACT - BRYAN RAHN
816-985-2641

PLANS PREPARED BY
HG CONSULT
1533 LOCUST STREET
KANSAS CITY MO 64108
CONTACT - KEVIN STERRETT
816-703-7098



PROJECT BENCHMARK
*1 Top of Existing Sanyer Sewer Manhole
N. 025541.42
E. 2870363.55
Twp Elev. 1021.8

UTILITIES

City of Grain Valley
Department of Public Works
Grain Valley, MO
816-647-6220

D/E/987
130 SE Hamilton Road
Lark Summit, MO
816-341-4320

City of Grain Valley
1302 SE Oak Road
Lark Summit, MO
816-531-4691

71-Century Water Authority
2800 W. 10th Street
Independence, MO
816-796-4190

AT&T
215 N. Spring
Independence, MO
816-323-2810

Time Warner
6550 Winchester Avenue
Independence, MO
816-544-1390

City of Grain Valley
New Development Hotline
855-771-2291

Missouri One Call
1-800-944-1433

| | | | | |
|---------|---|-----|-----|------|
| DATE | REVISION | NO. | BY | CHKD |
| 7/19/21 | REVISED PER APPLICANT LETTER DATED 12/16/16 | 1 | RAM | RAM |

7/19/21

REVISOR: KEVIN STERRETT, P.O. 6-2640

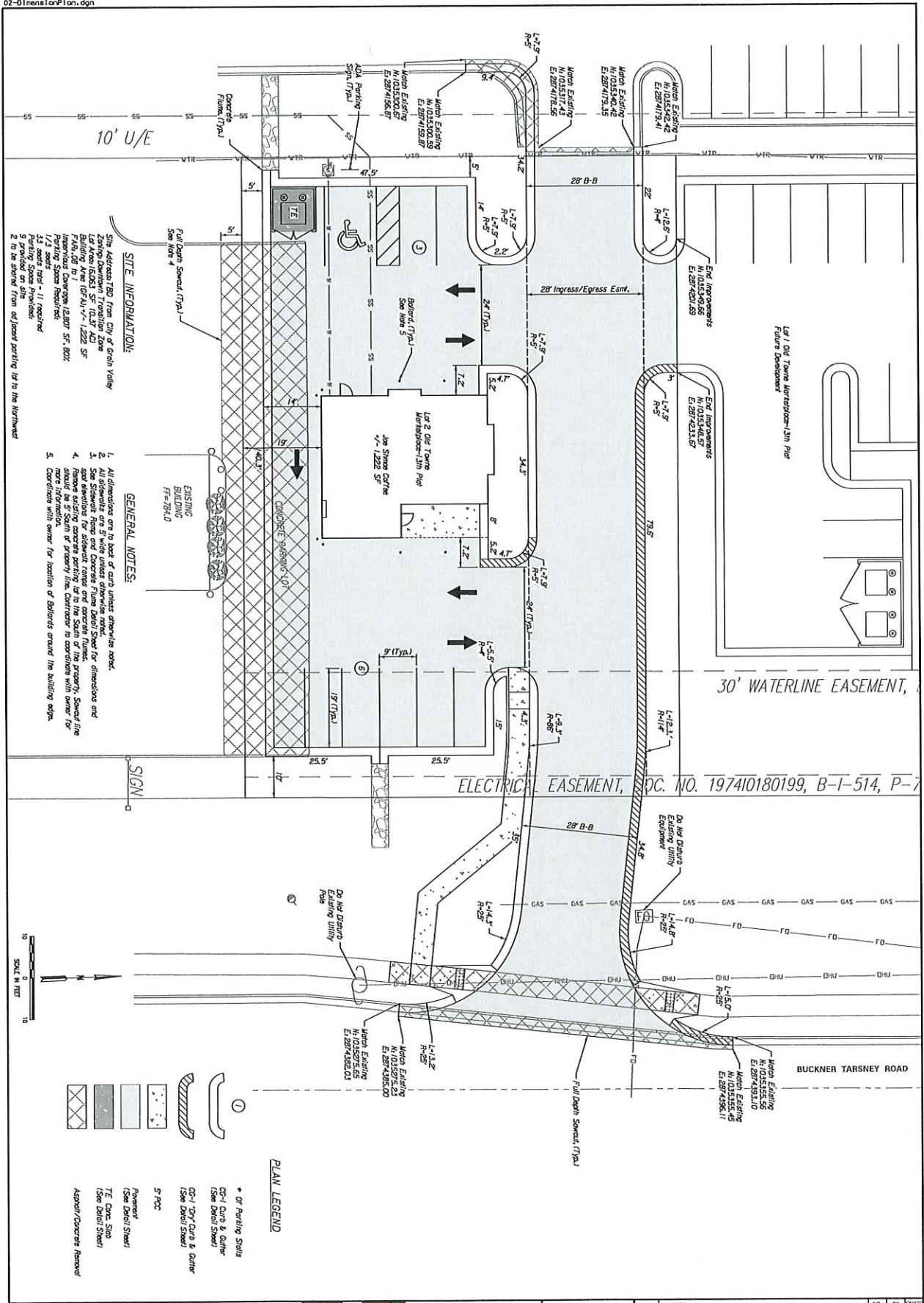
Consult Inc
engineers
planners

1533 LOCUST STREET KANSAS CITY, MO 64108 816-703-7098
CORPORATE LICENSE NO. 62010951573

COVER SHEET

JOE SHMOE COFFEE
OLD TOWNE MARKET PLACE
GRAIN VALLEY - JACKSON COUNTY - MISSOURI

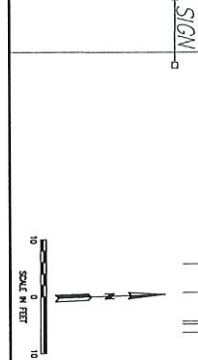
1 of 12



SITE INFORMATION:

This address TBD from City of Grain Valley
 Parcel ID: 100-00-0000-0000
 Lot Area: 16,063 SF (0.37 AC)
 Building Area: 12,222 SF
 1/3 seats per 100 SF
 1/3 seats per 100 SF
 1/3 seats per 100 SF
 2 to be stored from of/over parking 18' to the Northwest

- GENERAL NOTES:**
- All dimensions are to back of curb unless otherwise noted.
 - All elevations are 5' unless otherwise noted.
 - See Shmoe Coffee and Concrete Plans Detail Sheet for dimensions and locations for sidewalk ramps and concrete ramps.
 - See Shmoe Coffee and Concrete Plans Detail Sheet for dimensions and locations for sidewalk ramps and concrete ramps.
 - Coordinate with owner for location of barriers around the building edges.



DIMENSION PLAN

JOE SHMOE COFFEE
 OLD TOWNE MARKET PLACE
 GRAIN VALLEY - JACKSON COUNTY - MISSOURI

DATE: 7/19/21
 BY: [Signature]

Consult Inc
 engineers planners

1133 Locust Street, Kansas City, MO 64108-7136-7137-7138
 (816) 441-1111
 www.consultinc.com

| NO. | REVISION | DATE |
|-----|----------|---------|
| 1 | BAS | 7/19/21 |
| 2 | BAS | 7/19/21 |

7/19/21

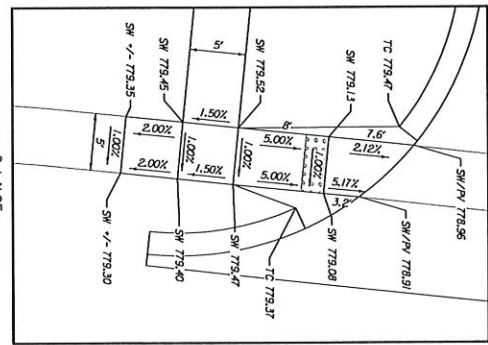
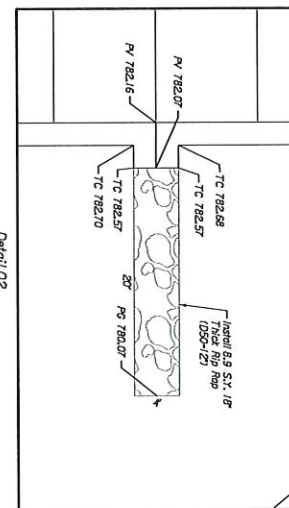
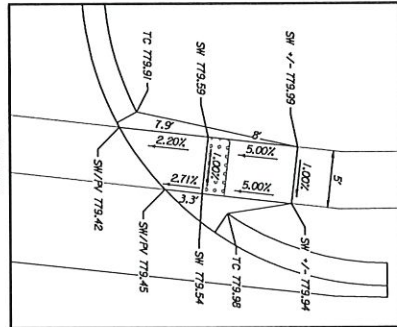
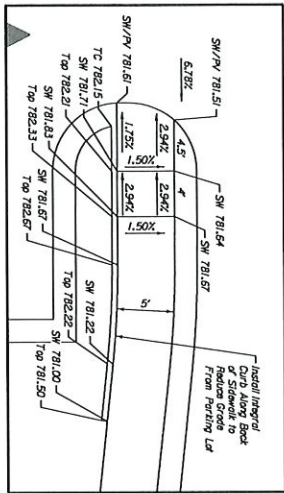
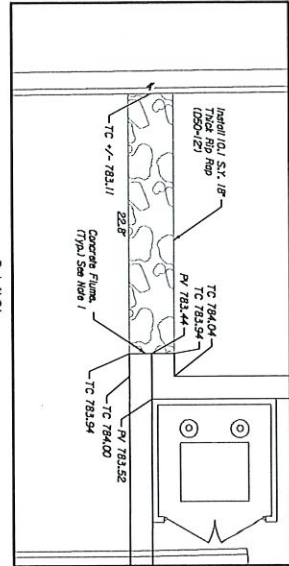
REVISED PER APPLICANT LETTER DATED 12/15/16

IF THIS IS NOT A FULL SET OF PLANS, THE CONTRACTOR IS NOT TO BE BOUND BY THE PLAN. IT IS A COPY AND NOT A CONTRACT. ANY CHANGES TO THE CONTRACT SHALL BE MADE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICANT AND THE CITY OF GRAIN VALLEY.

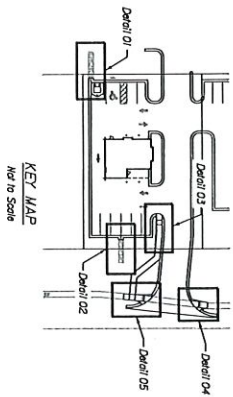
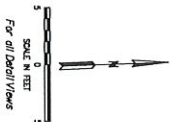
DATE: 7/19/21
 BY: [Signature]

DATE: 7/19/21
 BY: [Signature]

| NO. | REVISION | DATE |
|-----|----------|---------|
| 1 | BAS | 7/19/21 |
| 2 | BAS | 7/19/21 |



GENERAL NOTES:
 1. Concrete shall form concrete flume to allow storm water to exit the parking lot. Concrete flume should leak water to two CP-1 curbs facing each other. Flume width should be 4' back to back.



SIDEWALK RAMP AND
 CONCRETE FLUME DETAILS

JOE SHMOE COFFEE
 OLD TOWNE MARKET PLACE
 GRAIN VALLEY - JACKSON COUNTY - MISSOURI

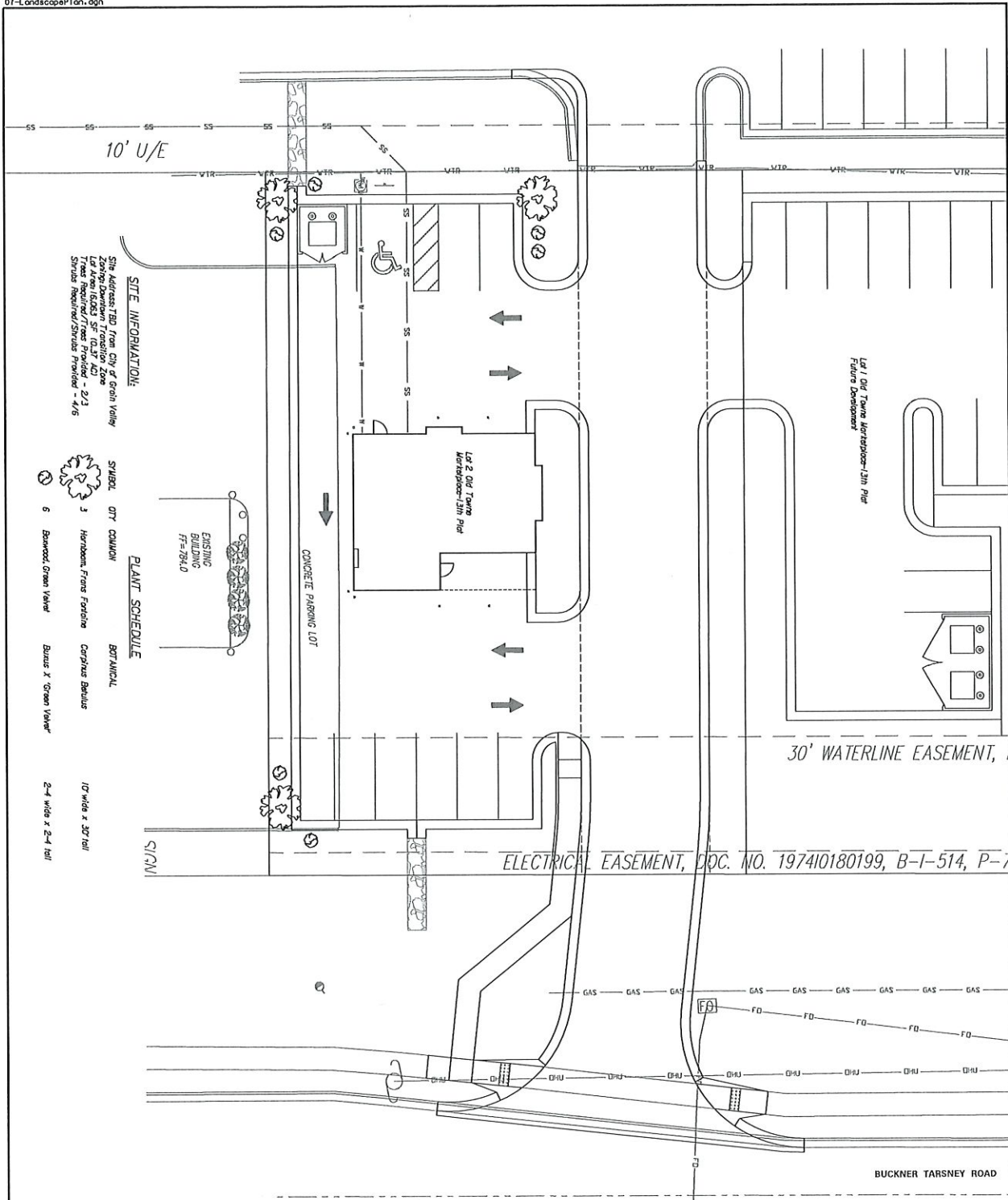
DATE: 7/19/21
 DRAWN BY: JRM
 CHECKED BY: JRM
 SCALE: 4" = 12'

Consult Inc
 engineers planners

3183 Locust Street, Kansas City, MO 64110-1116-733-7070
 (800) 847-2444
 MISSOURI LICENSE NO. 021956837
 R. KEVIN STRAZZETTI, P.E. 0-31490

| DATE | REVISION | NO. | BY | CHKD. |
|---------|---|-----|-----|-------|
| 7/19/21 | REVISED PER APPLICANT LETTER DATED 10/16/16 | 1 | JRM | JRM |

IF THIS IS NOT A BLUE PRINT, THE SIGNATURE OF THE REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT MUST BE AFFIXED TO THE DRAWING.
 ANY CHANGES TO THE ORIGINAL DRAWING MUST BE MADE ON THE ORIGINAL DRAWING AND NOT ON A COPY AND MUST BE MADE IN PENCIL.
 ANY CHANGES TO THE ORIGINAL DRAWING MUST BE MADE ON THE ORIGINAL DRAWING AND NOT ON A COPY AND MUST BE MADE IN PENCIL.



SITE INFORMATION:
Site Address: TBD from City of Grain Valley
Zoning: Downtown Transition Zone
Lot Area: 16,000 SF (0.37 AC)
Lot Area: 16,000 SF (0.37 AC)
Services Required/Services Provided - 4/6

PLANT SCHEDULE

SYMBOL **OTY** **CAUTION** **BOTANICAL**

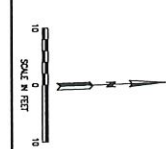
3 Hornbeam, Frax, Forsythia

6 Burwood, Green Yew

Buxus 'Green Yew'

17' wide x 30' tall

2-4' wide x 2-4' tall



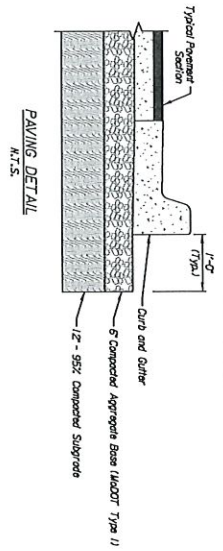
LANDSCAPE PLAN

JOE SHMOE COFFEE
OLD TOWNE MARKET PLACE
GRAIN VALLEY - JACKSON COUNTY - MISSOURI

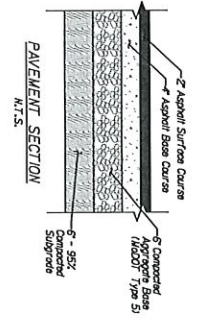


| DATE | REVISION | NO. | BY | CHKD |
|---------|---|-----|-----|------|
| 7/19/21 | REVISED PER APPLICANT LETTER DATED 10/16/16 | 1 | RAS | RAS |

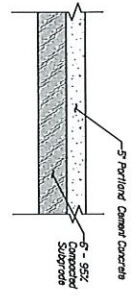
IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IS NOT IN BLUE INK, THE PLAN IS A COPY AND MAY BECOME UNAPPROVED IN FUTURE. THE CERTIFICATE CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES.



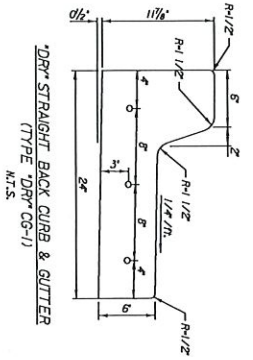
PAVING DETAIL
N.T.S.



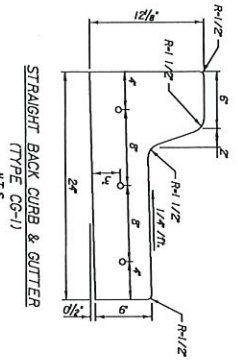
PAVEMENT SECTION
N.T.S.



SIDEWALK SECTION
N.T.S.

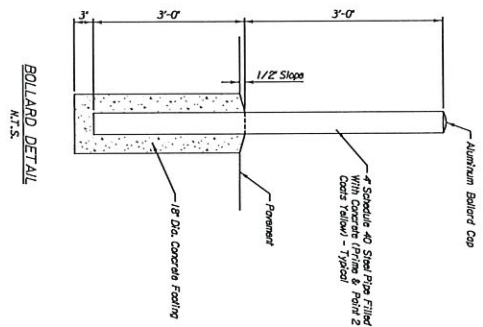


DRY STRAIGHT BACK CURB & GUTTER
(TYPE CG-1)
N.T.S.

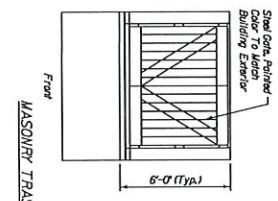


STRAIGHT BACK CURB & GUTTER
(TYPE CG-1)
N.T.S.

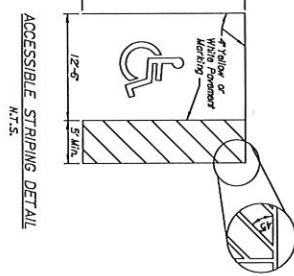
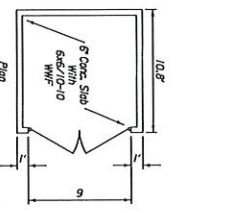
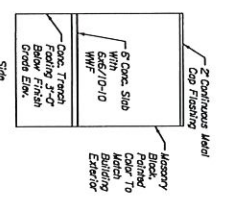
- CURB & GUTTER NOTES:**
- 1/4" Expansion Joints with 2" square concrete dowels shall be placed at 10' intervals.
 - 2" deep contraction joints shall be installed at approximately 10' intervals.
 - Fit & finish shall be as shown on the entire curb sections.
 - Depth of curb shall be minimum of 6" through the horizontal access.



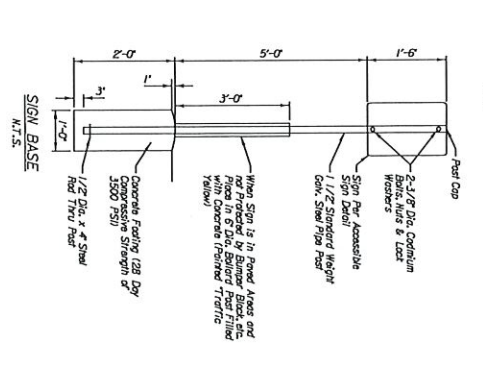
BOLLARD DETAIL
N.T.S.



MASONRY TRASH ENCLOSURE DETAIL
N.T.S.



ACCESSIBLE STRIPING DETAIL
N.T.S.



SIGN BASE
N.T.S.

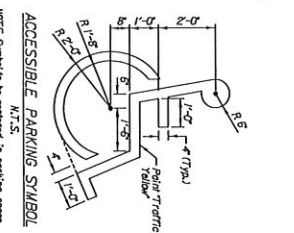
ACCESSIBLE SIGN DETAIL
N.T.S.



Color: Labeled and Border - Green
White Background - White
(TR-4)

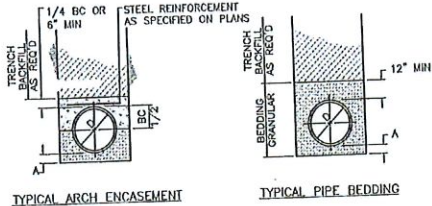


1. All signs should comply with U.S. Department of Highway Administration's Uniform Traffic Control Devices and meet color and reflectivity requirements in accordance with manufacturer's instructions.



ACCESSIBLE PARKING SYMBOL
N.T.S.

| | | | |
|---|--|--|-----------------------------------|
| <p>SITE DETAIL SHEET</p> <p>JOE SHMOE COFFEE OLD TOWNE MARKET PLACE</p> <p>GRAIN VALLEY - JACKSON COUNTY - MISSOURI</p> | | <p>DATE</p> <p>REVISION</p> | <p>NO.</p> <p>BY</p> <p>CHECK</p> |
| | | <p>7/19/21</p> <p>REVISED PER APPLICANT LETTER DATED 12/16/16</p> | <p>1</p> <p>BAH</p> <p>RAS</p> |
| | | <p>NOTES: Symbols to be centered in parking space and striped as illustrated in plans.</p> | |



TYPICAL TRENCH BACKFILL

TYPICAL PIPE BEDDING

| LEGEND | |
|-----------|-----------------------------------|
| BC | OUTSIDE DIA. OF PIPE |
| D | NOMINAL PIPE SIZE |
| A | EMBEDMENT BELOW PIPE |
| [Pattern] | TRENCH BACKFILL |
| [Pattern] | TAMPED GRANULAR BACKFILL (TYPE 3) |
| [Pattern] | GRANULAR BEDDING |
| [Pattern] | CONCRETE |
| [Pattern] | CLEAN CRUSHED STONE |

| TABLE OF EMBEDMENT DEPTHS BELOW PIPE | | | |
|--------------------------------------|----------|----------|---|
| D | A | A | A |
| | MIN SOIL | MIN ROCK | |
| 0"-27" | 4" | 6" | |
| 30"-60" | 6" | 9" | |
| 66"-UP | 8" | 12" | |

PIPE EMBEDMENT NOTES

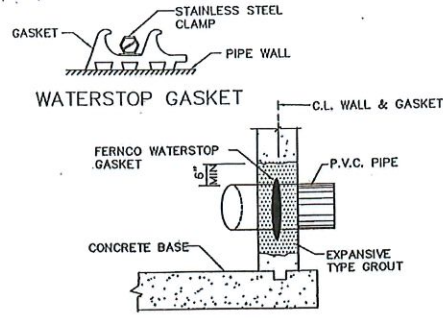
1. GRANULAR BEDDING SHALL BE CRUSHED ROCK OR PEA GRAVEL WITH NOT LESS THAN 95% PASSING 3/4" (95% PASSING 1" FOR 30" AND LARGER PIPE) AND NOT LESS THAN 95% RETAINED ON A 3/8"; TO BE PLACED IN NOT MORE THAN 6" LAYERS AND COMPACTED BY SLICING WITH A SHOVEL OR VIBRATING.
2. TAMPED GRANULAR BACKFILL (TYPE 3) SHALL BE GRANULAR MATERIAL CONFORMING TO THE REQUIREMENTS OF SECTION 1007.3 OF THE 1990 MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
3. TRENCH BACKFILL (TYPE 1) SHALL BE FINELY DIVIDED MATERIAL FREE FROM DEBRIS AND STONES, COMPACTED TO 95% MAXIMUM DENSITY.
4. FLOWABLE FILL UNDER EXISTING PAVEMENT 95% COMPACTION IN R/W OR 90% COMPACTION OUTSIDE OF R/W

PIPE EMBEDMENT DETAILS



SAN-010

DATE: 1/20/05
SCALE: AS SHOWN



| DIMENSION TABLE FOR WATERSTOP GASKET | |
|--------------------------------------|--------------------|
| NOMINAL PIPE SIZE | GASKET INSIDE DIA. |
| 4 | 3.8 |
| 6 | 5.7 |
| 8 | 7.8 |
| 10 | 9.9 |
| 12 | 14.7 |
| 15 | 14.7 |

NOTES:

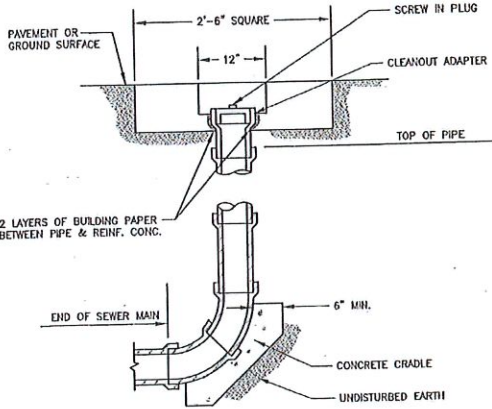
1. WATERSTOP GASKET - GASKET CROSS SECTION SHALL BE EQUAL TO HAMILTON KENT DIE NO. 2347.
2. CLAMP - CLAMPS SHALL BE WORM DRIVE WITH 3/8" HEX HEAD SLOTTED SCREW WITH 9/16" WIDE BAND WHICH IS CONTINUOUSLY GEAR SLOTTED ALL AROUND. CLAMPS SHALL BE ALL STAINLESS STEEL-BAND AND A HOUSING OF 300 SERIES AND WORM SCREW OF 400 SERIES S.S. CLAMPS SHALL BE EQUAL TO IDEAL, 64 SERIES OR 68 SERIES, 0.024" THICK.
3. INSTALLATION - STRETCH GASKET AND SLIP OVER PIPE INTO POSITION. PLACE CLAMP OVER GASKET AS SHOWN ABOVE AND TIGHTEN WORM DRIVE TO 10-LBS. TORQUE. ENCASE IN EXPANSIVE TYPE CEMENT GROUT FOR 4" MIN. COVER ALL AROUND. GROUT SHALL BE A METALLIC ADDITIVE NON-SHRINK TYPE EQUAL TO MASTER BUILDERS "EMBECCO"

WATERSTOP GASKET DETAIL



SAN-004

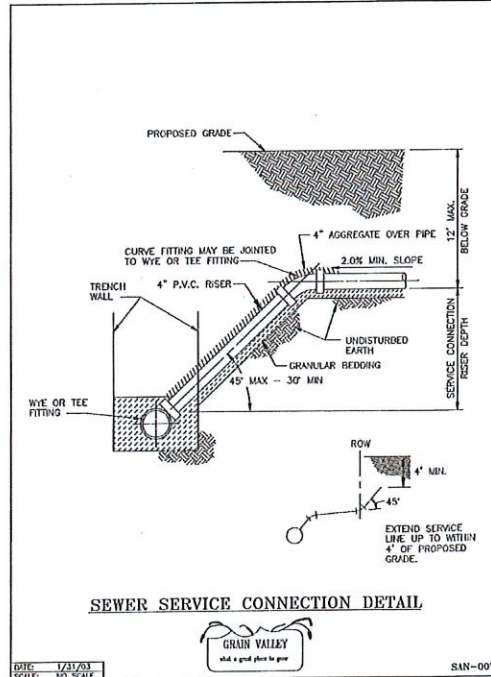
DATE: 1/23/05
SCALE: NO SCALE



STANDARD CLEANOUT DETAIL (LAMP)



SAN-010



SEWER SERVICE CONNECTION DETAIL



SAN-007

DATE: 1/21/03
SCALE: AS SHOWN

9
12

SANITARY SEWER DETAILS

JOE SHMOE COFFEE
OLD TOWNE MARKET PLACE
GRAIN VALLEY - JACKSON COUNTY - MISSOURI

1533 Locust Street Kansas City, MO 64108-6100-2598
CORPORATE LICENSE NO. 0210005513

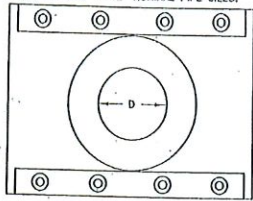
KEVIN STUTZ, P.E. #26540

| DATE | REVISION | NO. | BY | CHKD. |
|---------|---|-----|-----|-------|
| 7/19/21 | REVISED PER APPLICANT LETTER DATED 12/16/16 | 1 | BAW | BAW |

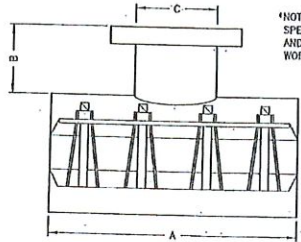
IF NOT A FULL SET, SEE THE CONTRACTOR'S SET FOR THE FULL SET. THIS SET IS A COPY AND NOT ORIGINAL. ANY CHANGES TO THIS SET SHALL BE MADE ON THE ORIGINAL SET AND NOT ON THIS COPY.

| FLANGE SIZE | STANDARD | | | | SIZE ON SIZE | | NUMBER OF BOLTS |
|-------------|----------|----|---------|----------|--------------|-------|-----------------|
| | A | B | C | D | C | D | |
| 4" | 15" | 5" | 5-1/16" | 4-11/16" | NONE | NONE | 8 |
| 6" | 15" | 5" | 7-1/16" | 6-11/16" | 7-1/16" | 8.000 | 8 |
| 8" | 20" | 5" | 9-1/16" | 8-11/16" | 9-1/16" | 8.000 | 10 |

* AVAILABLE IN 6" - 12" NOMINAL PIPE SIZES.



PLAN



SECTION

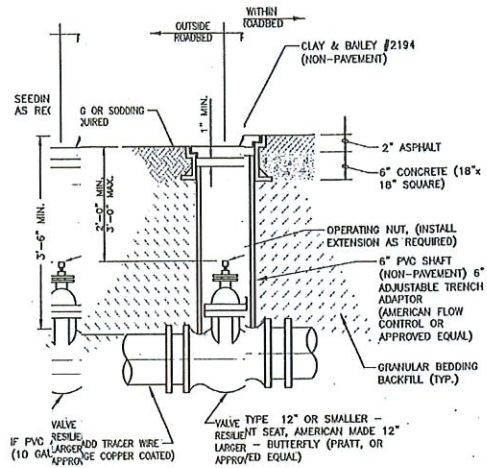
STAINLESS STEEL TAPPING SLEEVES

* NOT ALLOWED UNLESS SPECIFICALLY IDENTIFIED AND APPROVED BY PUBLIC WORKS DIRECTOR



DATE: 1/29/05
SCALE: NO SCALE

WAT-00



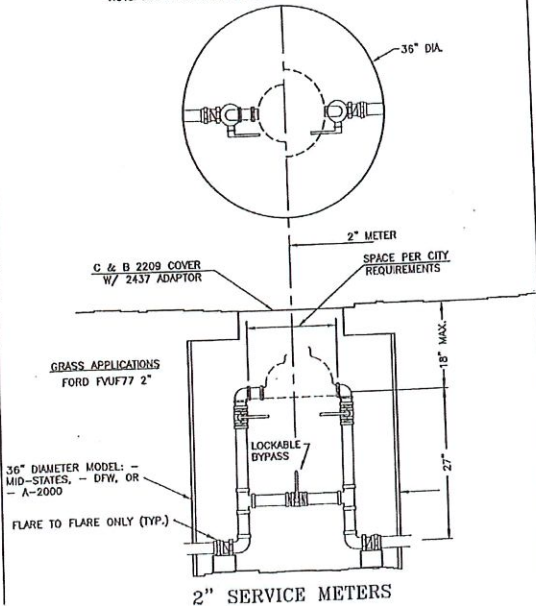
VALVE BOX DETAIL



DATE: 1/29/05
SCALE: NO SCALE

WAT-002

NOTE: ALL FITTINGS SHALL BE FLANGED.

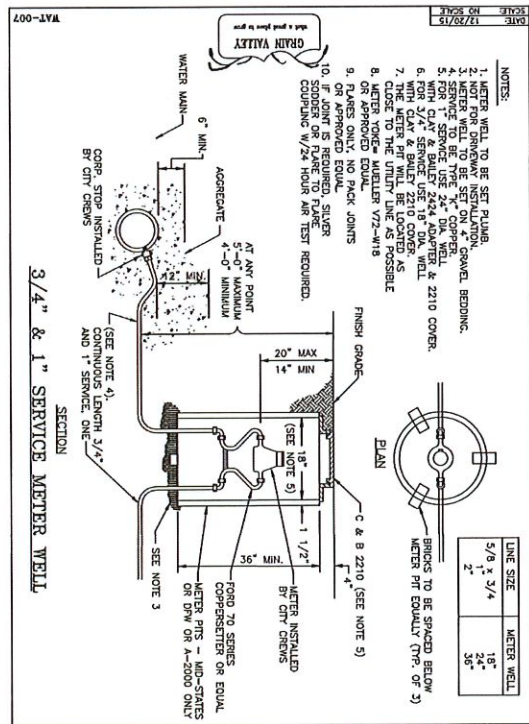


2" SERVICE METERS



DATE: 1/28/05

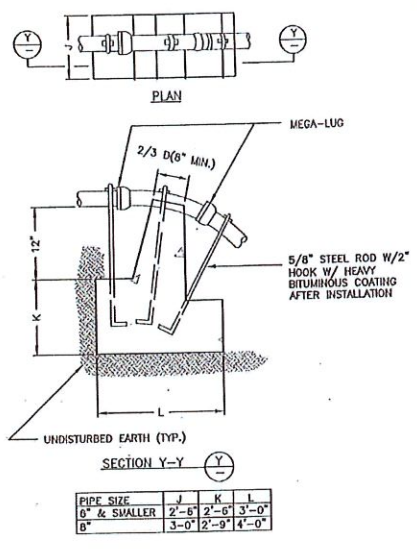
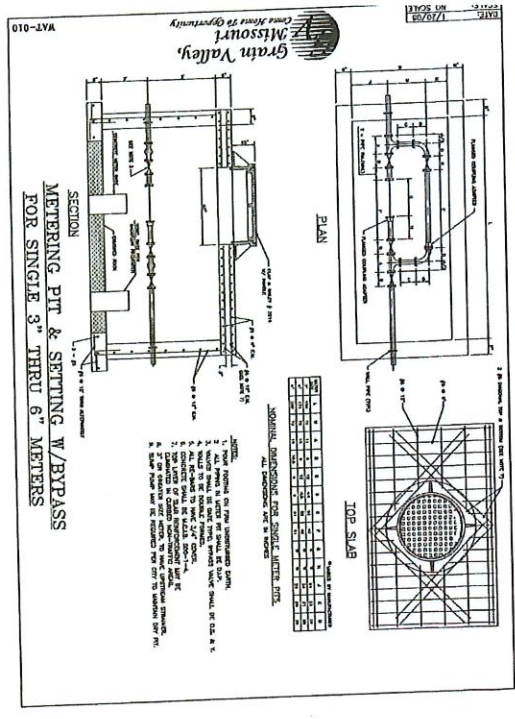
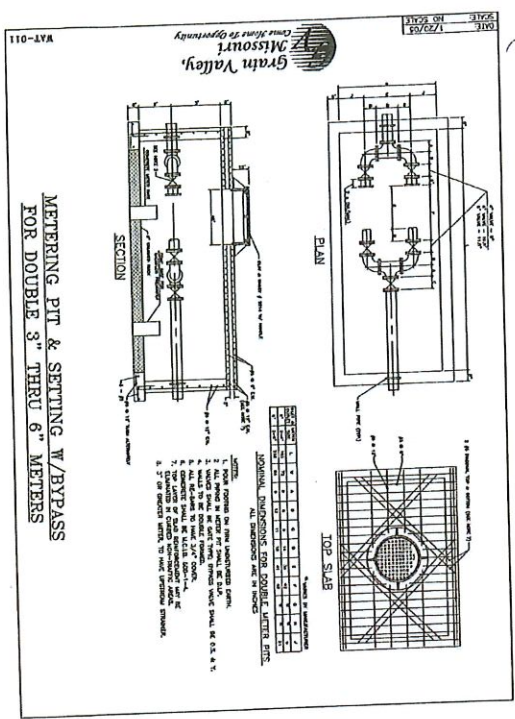
WAT-000



3/4" & 1" SERVICE METER WELL

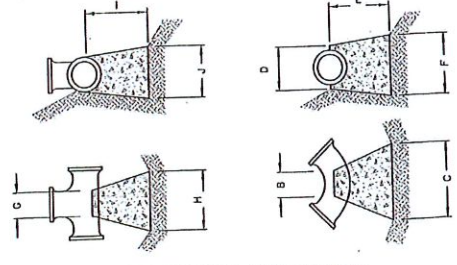
- NOTES:
1. METER WELL TO BE SET PLUMB.
 2. METER WELL TO BE SET ON 4" GRAVEL BEDDING.
 3. SERVICE TO BE TYPE "X" COPPER.
 4. SERVICE TO BE TYPE "X" COPPER.
 5. WITH CLAY & BAILEY #2194 ADAPTER & 2210 COVER.
 6. PER 3/4" SERVICE SET TO COVER WELL.
 7. THE METER PIP WILL BE LOCATED AS CLOSE TO THE UTILITY LINE AS POSSIBLE.
 8. OR APPROVED EQUAL.
 9. FLANGES ONLY, NO PACK JOINTS OR APPROVED EQUAL.
 10. SPOONING IS REQUIRED TO SILENCE COUPLING W/ 24 HOUR AIR TEST REQUIRED.

| | | | | | | |
|----------------|--|--|---------------|------------------------|----|------|
| 10 of 12 | WATER LINE DETAILS | | DATE: 7/19/21 | NO. | BY | CHKD |
| | JOE SHMOE COFFEE OLD TOWNE MARKET PLACE GRAIN VALLEY - JACKSON COUNTY - MISSOURI | | | REVISION 1 EAST 105 | | |



| BENDS LESS THAN 45° | B | C | D | E | F | BENDS THRU 90° | B | C | D | E | F |
|---------------------|-----|-----|-----|-----|-----|----------------|-----|-----|-----|-----|-----|
| | 6" | 8" | 18" | 12" | 24" | | 12" | 6" | 8" | 30" | 12" |
| 8" | 8" | 24" | 12" | 24" | 18" | 8" | 8" | 36" | 12" | 24" | 36" |
| 10" | 8" | 24" | 12" | 24" | 18" | 10" | 8" | 42" | 12" | 24" | 42" |
| 12" | 8" | 36" | 18" | 24" | 24" | 12" | 12" | 54" | 18" | 30" | 48" |
| 16" | 12" | 36" | 18" | 24" | 30" | 16" | 10" | 60" | 18" | 30" | 48" |
| 24" | 18 | 42 | 30 | 30 | 36 | 24" | 24" | 72" | 30" | 36" | 54" |

| TEES | G | H | I | J | TEES | G | H | I | J |
|-----------------|--------------|-----|-----|-----|-----------------|-----|----------------|-----|-----|
| | 6" x 6" x 6" | 12" | 24" | 24" | | 18" | 16" x 16" x 6" | 12" | 24" |
| 8" x 8" x 6" | 12" | 24" | 24" | 18" | 16" x 16" x 8" | 12" | 24" | 24" | 24" |
| 8" x 8" x 8" | 12" | 24" | 24" | 24" | 16" x 16" x 12" | 12" | 36" | 24" | 36" |
| 10" x 10" x 6" | 12" | 24" | 24" | 18" | 16" x 16" x 16" | 18" | 48" | 30" | 48" |
| 10" x 10" x 8" | 12" | 24" | 24" | 24" | 24" x 24" x 8" | 12" | 24" | 24" | 24" |
| 10" x 10" x 10" | 12" | 24" | 24" | 30" | 24" x 24" x 10" | 12" | 30" | 24" | 30" |
| 12" x 12" x 6" | 12" | 24" | 24" | 18" | 24" x 24" x 12" | 18" | 36" | 24" | 36" |
| 12" x 12" x 8" | 12" | 24" | 24" | 24" | 24" x 24" x 16" | 18" | 48" | 30" | 48" |
| 12" x 12" x 12" | 12" | 36" | 24" | 36" | 24" x 24" x 24" | 24" | 60" | 36" | 60" |



VERTICAL BEND THRUST BLOCK DETAIL

THRUST BLOCK DETAIL

The City of Grain Valley
WAT-013

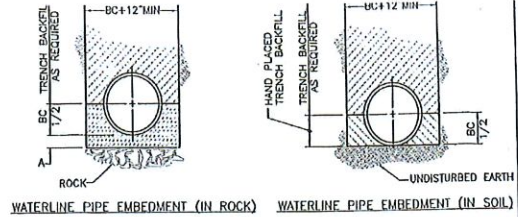
The City of Grain Valley
WAT-012

| | | | | |
|---------|---|-----|-----|------|
| DATE | REVISION | NO. | BY | EXAM |
| | | | | |
| 7/19/21 | REVISED FOR APPLICANT LETTER DATED 12/15/16 | 1 | RAM | RAM |

IF THIS IS NOT A BLUE PRINT AND THE SIGNATURE IS NOT IN BLUE INK, THE PLAN IS A COPY AND MAY CONTAIN MISTAKES AND/OR CHANGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUCH CHANGES.

Joe Shmoie
Consult Inc
engineers
planners

1133 Locust Street, Kansas City, MO 64108-1133-7098
CORPORATE LICENSE NO. E202065837
R. KEVIN STEWART, P.E. 6-35149



LEGEND

| | |
|-----------|-----------------------------------|
| BC | OUTSIDE DIA. OF PIPE |
| D | NOMINAL PIPE SIZE |
| A | EMBEDMENT BELOW PIPE |
| [Pattern] | TRENCH BACKFILL |
| [Pattern] | TAMPED GRANULAR BACKFILL (TYPE 3) |
| [Pattern] | GRANULAR BEDDING |
| [Pattern] | CONCRETE |
| [Pattern] | CLEAN CRUSHED STONE |

TABLE OF EMBEDMENT DEPTHS BELOW PIPE

| D | A MIN SOIL | A MIN ROCK |
|---------|------------|------------|
| 0"-27" | 0" | 6" |
| 30"-60" | 0" | 9" |
| 66"-UP | 0" | 12" |

TRENCH EMBEDMENT NOTES:

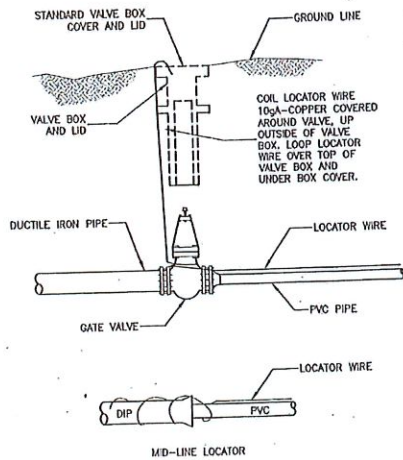
1. GRANULAR BEDDING SHALL BE CRUSHED ROCK OR PEA GRAVEL WITH NOT LESS THAN 95% PASSING 3/4" (95% PASSING 1" FOR 30" AND LARGER PIPE) AND NOT LESS THAN 95% RETAINED ON A 3/8"; TO BE PLACED IN NOT MORE THAN 6" LAYERS AND COMPACTED BY SLICING WITH A SHOVEL OR VIBRATING.
2. TAMPED GRANULAR BACKFILL (TYPE 3) SHALL BE GRANULAR MATERIAL CONFORMING TO THE REQUIREMENTS OF SECTION 1007.3 OF THE 1990 MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
3. TRENCH BACKFILL (TYPE 1) SHALL BE FINELY DIVDED MATERIAL FREE FROM DEBRIS AND STONES, COMPACTED TO 95% MAXIMUM DENSITY.

WATERLINE PIPE EMBEDMENT DETAILS

DATE: 1/28/05
SCALE: NO SCALE



WAT-014



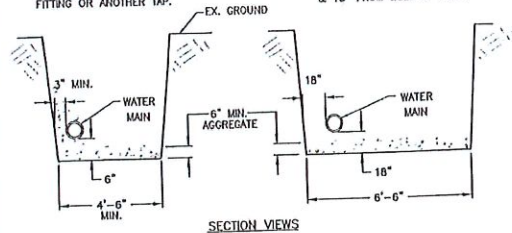
LOCATOR WIRE DETAIL



WAT-010

CORPORATION TAPS

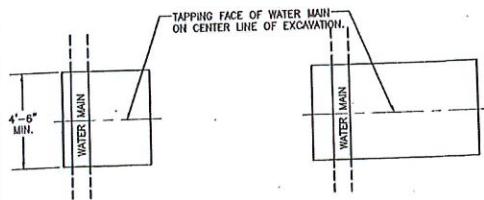
NOTE: A CORPORATION TAP SHALL NOT BE CLOSER THAN 18" TO A BELL FITTING OR ANOTHER TAP.



TAPPING VALVES

NOTE: TAPS SHALL NOT BE LESS THAN 3" FROM SPIGOT END & 18" FROM BELL OF PIPE.

SECTION VIEWS



NOTES:

1. EXCAVATIONS EXCEEDING 5' IN DEPTH MUST BE SHORED, BY CONTRACTOR.
2. ALL MATERIAL FOR SERVICE MUST BE INSTALLED PRIOR TO TAP BEING MADE.

EXCAVATION DETAILS



DATE: 1/28/05
SCALE: NO SCALE

WAT-D15

12
12

WATER LINE DETAILS

JOE SHMOE COFFEE
OLD TOWNE MARKET PLACE
GRAIN VALLEY - JACKSON COUNTY - MISSOURI

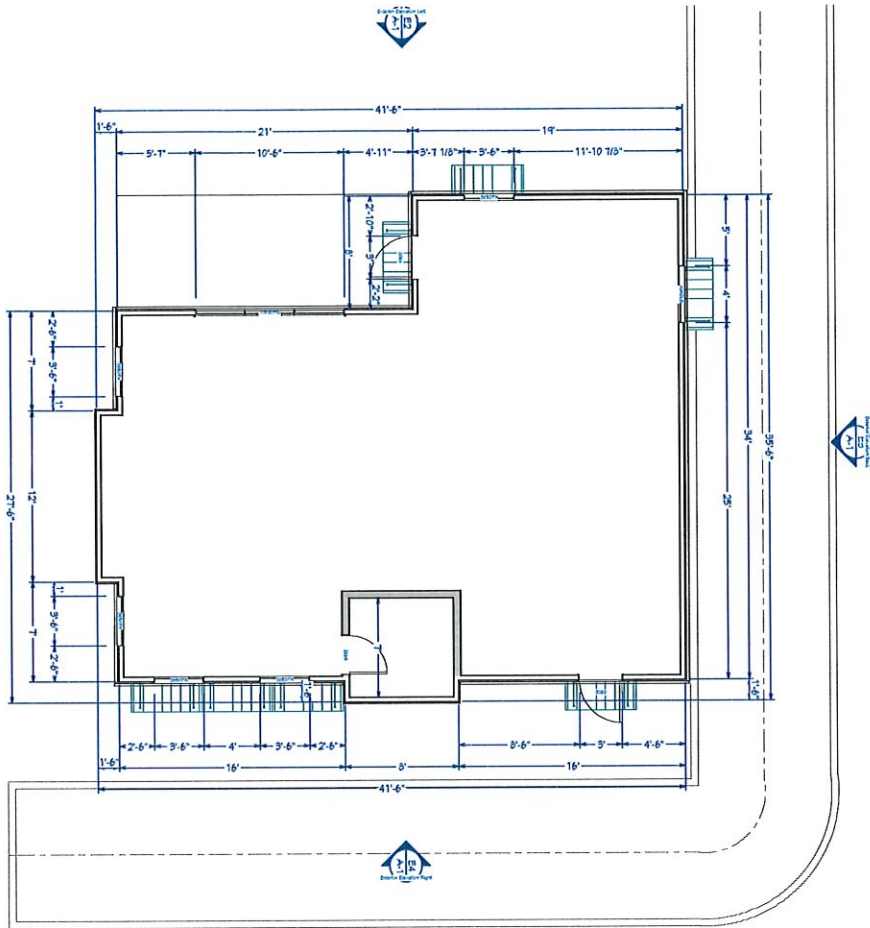


Consult Inc
engineers
planners



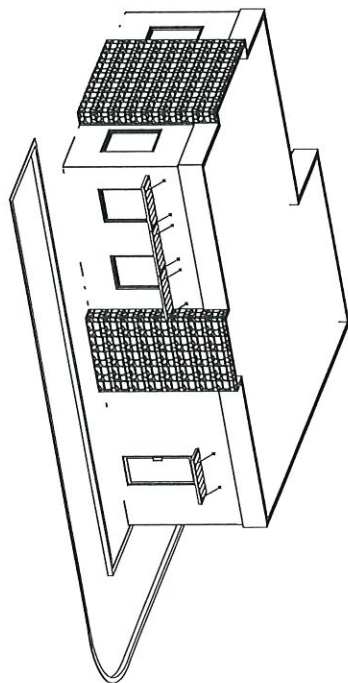
| DATE | REVISION | NO. | BY | CHKD |
|---------|---|-----|-----|------|
| 7/19/21 | REVISED PER APPLICANT LETTER DATED 10/19/16 | 1 | RAM | RAM |

IF THIS IS NOT A BILL OR SEAL AND THE SIGNATURE IS NOT IN BLUE INK, THE PLAN IS A COPY AND NOT VALID UNLESS A CHECKBOX IS FILLED IN BLUE INK ON THIS SIGNATURE SHALL NOT APPLY TO ANY OTHERS

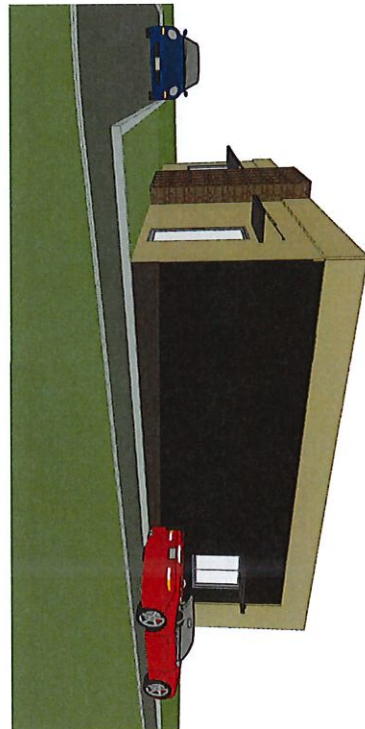


1st Floor

LIVING AREA
1222 SQ. FT.



Artist Rendering



Ward Development
1120 Eagles Ridge Blvd
Grain Valley, Mo 64029

CONCEPT

JoeShmoe Coffee
Old Towne Marketplace
Grain Valley, Mo 64029

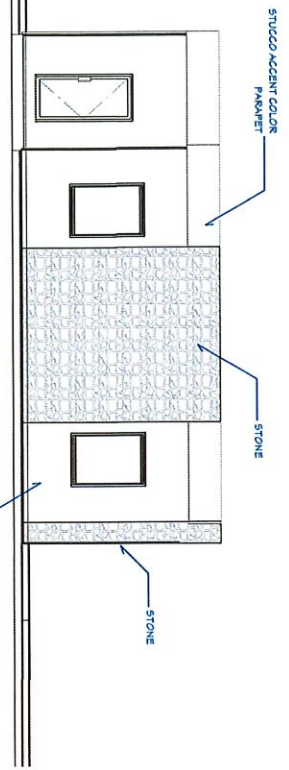
| REVISION TABLE | | |
|----------------|------|-------------|
| NUMBER | DATE | DESCRIPTION |
| | | |
| | | |
| | | |

E-1

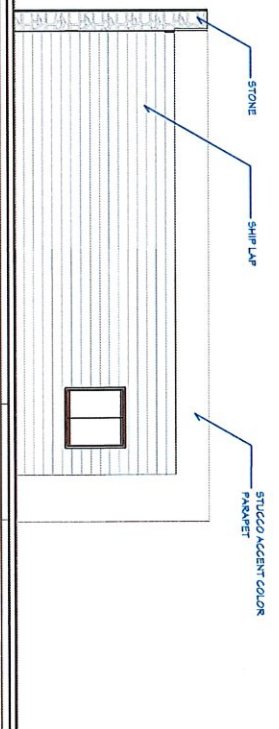
SHEET:

SCALE:

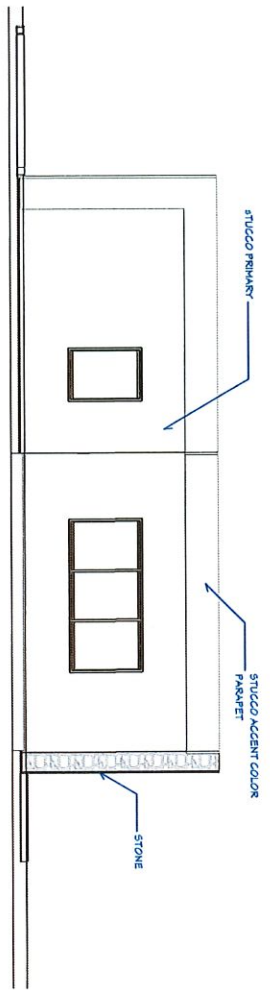
DATE:
7/16/2021



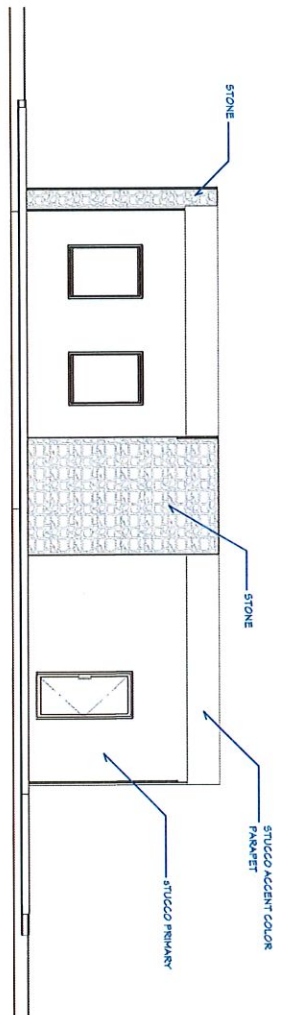
Exterior Elevation Front



Exterior Elevation Back



Exterior Elevation Left



Exterior Elevation Right

| REVISION TABLE | | |
|----------------|------|-------------|
| NUMBER | DATE | DESCRIPTION |
| | | |
| | | |
| | | |

JoeShmoe Coffee
 Old Towne Marketplace
 Grain Valley, Mo 64029

EXTERIOR MATERIALS

Ward Development
 1120 Eagles Ridge Blvd
 Grain Valley, Mo 64029

DATE: 7/16/2021
 SCALE:
 SHEET: A-1

Basic Information

Parcel # 37-830-08-02-01-8-00-000
Address: NO ADDRESS ASSIGNED BY CITY
 GRAIN VALLEY, MO 64029
Lot Size: 43,055 sq. ft.
Bldg sq ft: N/A sq. ft.
#Beds: N/A **#Baths:** N/A
Year Built: N/A
Tax Code Area: 045
Land Use Code: 4100 - VACANT AG LAND
Exemption: D10 Placeholder for TIF not an Exemption

Legal Description:

SEC-35 TWP-49 RNG-30---PT SW 1/4 DAF: BEG AT TH NE COR OF LOT 1 OLD TOWNE
 MARKETPLACE TH S 01 DEG 55 MIN 12 SEC W 271' MOL TH S 88 DEG 09 MIN 09 SEC E 153.32' TO
 TH W LI OF BUCKNER TARSNEY RD TH N 01 DEG 55 MIN 12 SEC E 280' MOL ALG SD ROW TO TH
 S LI OF STATE RD AA TH WLY 153.68' ALG SD ROW TH S 01 DEG 50 MIN 51 SEC W 10' TO POB

Property Values

| Value Type | 2021 | 2020 | 2019 | 2018 |
|-------------------------------|----------|----------|----------|----------|
| <u>Land Value</u> | | | | |
| Agricultural: | \$1,293 | \$1,293 | \$1,293 | \$875 |
| Commercial: | \$82,507 | \$82,507 | \$82,507 | \$55,844 |
| Residential: | | | | |
| <u>Improvements Value</u> | | | | |
| Agricultural: | | | | |
| Commercial: | | | | |
| Residential: | | | | |
| <u>New Construction Value</u> | | | | |
| Agricultural: | | | | |
| Commercial: | | | | |
| Residential: | | | | |
| <hr/> | | | | |
| Total Market Value: | \$83,800 | \$83,800 | \$83,800 | \$56,719 |
| Total Assessed Value: | \$26,557 | \$26,557 | \$26,557 | \$17,975 |
| Total Taxable Value: | \$235 | \$235 | \$390 | \$340 |

Primary Owner

OLD TOWNE MARKETPLACE LLC
1120 A NW EAGLE RIDGE BLVD
GRAIN VALLEY, MO 64029 USA



Property Account Summary

| | | | |
|---------------|--------------------------|------------------|---|
| Parcel Number | 37-830-08-46-00-0-00-000 | Property Address | 255 SW EAGLES PKWY , GRAIN VALLEY, MO 64029 |
|---------------|--------------------------|------------------|---|

| General Information | |
|----------------------|---|
| Property Description | OLD TOWNE MARKETPLACE-12TH PLAT LOT 1---LOT 1 |
| Property Category | Land and Improvements |
| Status | Active, Locally Assessed |
| Tax Code Area | 045 |

| Property Characteristics |
|-----------------------------------|
| No Property Characteristics Found |

| Parties | | | |
|----------|---------|---------------------------|--|
| Role | Percent | Name | Address |
| Taxpayer | 100 | OLD TOWNE MARKETPLACE LLC | 1120 A NW EAGLE RIDGE BLVD, GRAIN VALLEY, MO 64029 |
| Owner | 100 | OLD TOWNE MARKETPLACE LLC | 1120 A NW EAGLE RIDGE BLVD, GRAIN VALLEY, MO 64029 |

| Property Values | | | | | |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Value Type | Tax Year 2021 | Tax Year 2020 | Tax Year 2019 | Tax Year 2018 | Tax Year 2017 |
| Market Value Total | 3,200,000 | | | | |
| Taxable Value Total | 185 | | | | |
| Assessed Value Total | 1,024,000 | | | | |

| Active Exemptions |
|-------------------|
| D10 (N) TIF |

| Events | | | |
|----------------|------------------|----------------------|---|
| Effective Date | Entry Date-Time | Type | Remarks |
| 03/22/2021 | 03/22/2021 20:06 | Created by Seg/Merge | Created by Seg/Merge 023215, Effective: 03/22/2021 by petrany |

No Charges are currently due.

No Charge Amounts are currently due for this property. If you believe this is incorrect, please contact the Taxpayer Services Unit at (816) 881-3232.

NOTICE: Telephones are staffed during regular business hours (8am to 5pm, Monday through Friday, excluding holidays observed by Jackson County).

| Distribution of Current Taxes | |
|-------------------------------|--------|
| District | Amount |
| | |

| Receipts | | | | | |
|-----------------|-------------|----------------|------------|----------|--------|
| Date | Receipt No. | Amount Applied | Amount Due | Tendered | Change |
| No Events Found | | | | | |

REMINDER: This application is for research purposes only and cannot be used to pay taxes. To pay your taxes, [Click here](#). Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. [Click here](#) to begin a search on this website to see if a parcel was involved in a segregation or merge occurring within the past five years and to see a list of parent parcel(s) and child parcel(s) involved. NOTE: Information concerning a segregation or merge occurring more than five years prior to the search is not available on this website.



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg



MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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ABOUT THE AUTHOR

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.



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INTRODUCTION

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

- 1. Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
- 2. Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
- 3. Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
- 4. Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the “ayes” and then asking for the “nays” normally does this. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body.”

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member’s desired approach with the words “I move . . .”

A typical motion might be: “I move that we give a 10-day notice in the future for all our meetings.”

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion**, for example, “A motion at this time would be in order.”
2. **Suggesting a motion to the members of the body**, “A motion would be in order that we give a 10-day notice in the future for all our meetings.”
3. **Making the motion**. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body’s consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So if a member makes what that member calls a "motion to amend," but the chair determines that it is really a "substitute motion," then the chair's designation governs.

A "friendly amendment" is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, "I want to suggest a friendly amendment to the motion." The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed*, the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on “hold.” The motion can contain a specific time in which the item can come back to the body. “I move we table this item until our regular meeting in October.” Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, “I move the previous question” or “I move the question” or “I call the question” or sometimes someone simply shouts out “question.” As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a “request” rather than as a formal motion. The chair can simply inquire of the body, “any further discussion?” If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the “question” as a formal motion, and proceed to it.

When a member of the body makes such a motion (“I move the previous question”), the member is really saying: “I’ve had enough debate. Let’s get on with the vote.” When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: “I move we limit debate on this agenda item to 15 minutes.” Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, “I move the previous question,” or “I move the question,” or “I call the question,” or “I move to limit debate,” it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it’s pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the “no” votes and double that count to determine how many “yes” votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote “no” then the “yes” vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote “abstain” or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of “those present” then you treat abstentions one way. However, if the rules of the body say that you count the votes of those “present and voting,” then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are “present and voting.”

Accordingly, under the “present and voting” system, you would NOT count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are “present”), but you treat the abstention votes on the motion as if they did not exist (they are not “voting”). On the other hand, if the rules of the body specifically say that you count votes of those “present” then you DO count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like “no” votes.

How does this work in practice?

Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are “present and voting.” If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three “yes,” one “no” and one “abstain” also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body DOES have a specific rule requiring a two-thirds vote of members “present.” Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a “no” vote. Accordingly, if the votes were three “yes,” one “no” and one “abstain,” then the motion fails. The abstention in this case is treated like a “no” vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an “abstention” vote? Any time a member votes “abstain” or says, “I abstain,” that is an abstention. However, if a member votes “present” that is also treated as an abstention (the member is essentially saying, “Count me for purposes of a quorum, but my vote on the issue is abstain.”) In fact, any manifestation of intention not to vote either “yes” or “no” on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote “absent” or “count me as absent?” Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually “absent.” That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, "point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be, "point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.



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