



The City of Lee's Summit
Final Agenda
City Council - Regular Session

Thursday, October 13, 2016

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 15

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

1. PUBLIC COMMENTS:

(NOTE: Total time for Public Comments will be limited to 10 minutes.)

2. COUNCIL COMMENTS:

(NOTE: Total time for Council Comments will be limited to 5 minutes.)

3. APPROVAL OF CONSENT AGENDA:

Items on the Consent Agenda are routine business matters for action by the City Council with no public discussion. All items have been previously discussed in Council Committee and carry a Committee recommendation. Consent agenda items may be removed by any Councilmember for discussion as part of the regular agenda.

4. PROPOSED ORDINANCES:

- A. [BILL NO. 16-212](#) AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NAPA VALLEY, 3RD PLAT, LOTS 116-146", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.
- B. [BILL NO. 16-213](#) AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH

CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

- C. [BILL NO. 16-214](#) AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.
- D. [BILL NO. 16-215](#) AN ORDINANCE APPROVING MODIFICATION NO. 1 TO RFP NO. 2015-107 TO PROVIDE FOR PHASE 2, RECORDS CONSULTING SERVICES, WITH MCCi, LLC, IN AN AMOUNT NOT TO EXCEED \$23,750.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCi, LLC, ON BEHALF OF THE CITY.
- E. [BILL NO. 16-216](#) AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.
- F. [BILL NO. 16-217](#) AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.
- G. [BILL NO. 16-218](#) AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017 AS ADOPTED BY ORDINANCE NO. 7894 BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

5. **PUBLIC HEARINGS (Sworn):**

In an effort to assist applicants who travel from outside the Kansas City Metropolitan Area, every effort will be made to hear the application on the scheduled meeting date.

- A. [2016-0570](#) PUBLIC HEARING - Appl. #PL2016-153 - REZONING from RP-2 to RP-3 - 202 SW 3rd St; Harlen & Liesl Hays, applicants
- B. [2016-0572](#) PUBLIC HEARING - Appl. #PL2016-154 - SPECIAL USE PERMIT for a bed &

breakfast inn - The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants

- C. [2016-0599](#) PUBLIC HEARING - Appl. #PL2016-166 - REZONING from TNZ to PO - First Baptist Church, 2 NE Douglas St; First Baptist Church, applicant

6. OTHER BUSINESS:

- A. [BILL NO. 16-219](#) AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT PLANNED TWO-FAMILY RESIDENTIAL (RP-2) TO DISTRICT PLANNED RESIDENTIAL MIXED USE (RP-3), APPROXIMATELY 0.28 ACRES LOCATED AT 202 SW 3RD ST., ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.
- B. [BILL NO. 16-220](#) AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A BED & BREAKFAST INN IN DISTRICT RP-3 ON LAND LOCATED AT 202 SW 3RD ST., THE BROWNING, FOR A PERIOD OF TEN (10) YEARS, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.
- C. [BILL NO. 16-221](#) AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT TRANSITIONAL NEIGHBORHOOD ZONE (TNZ) TO DISTRICT PLANNED OFFICE (PO), APPROXIMATELY 3.13 ACRES LOCATED AT 2 NE DOUGLAS ST., ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.
- D. [2016-0609](#) Presentation and Review of Economic Development Incentive Policy - Chapter 100 Incentive Program for multi-family residential projects

7. COMMITTEE REPORTS (Committee chairs report on matters held in Committee):

8. COUNCIL ROUNDTABLE:

9. STAFF ROUNDTABLE:

ADJOURNMENT

Unless determined otherwise by the Mayor and City Council, no new agenda items shall be considered after 11:00 p.m.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".

Packet Information

File #: BILL NO. 16-212, **Version:** 1

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NAPA VALLEY, 3RD PLAT, LOTS 116-146", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NAPA VALLEY, 3ND PLAT, LOTS 116-146", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NAPA VALLEY, 3ND PLAT, LOTS 116-146", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 16-212

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NAPA VALLEY, 3ND PLAT, LOTS 116-146", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2016-098, submitted by MAR Investments, Inc., requesting approval of the final plat entitled "Napa Valley, 3rd Plat, Lots 116-146", was referred to the Planning Commission as required by the Unified Development Ordinance No. 5209; and,

WHEREAS, the Planning Commission considered the final plat on September 13, 2016, and rendered a report to the City Council recommending that the plat be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the final plat entitled "Napa Valley, 3rd Plat, Lots 116-146" is a subdivision in Section 36, Township 47 North, Range 32 West, in Lee's Summit, Missouri more particularly described as follows:

A tract of land in the South 1/2 of the Northwest 1/4, Section 36, Township 47 North of the Baseline, Range 32 West of the 5th Principal Meridian, Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Northeast corner of the South 1/2 of the Northwest 1/4, Section 36-47-32; thence with the North line of said South 1/2 of the Northwest 1/4, Section 36 N87°54'19"W, 732.31'; thence leaving said North line S02°05'45"W, 39.78'; thence S50°59'20"E, 141.12'; thence S32°18'04"W 110.00'; thence S57°41'56"E, 18.53' to the Point of Beginning; thence leaving said Point of Beginning S32°18'04"W, 165.33'; thence N67°46'13"W, 26.70'; thence S62°32'05"W, 203.60'; thence S57°21'03"W, 88.58'; thence S61°22'40"W, 80.52'; thence S78°15'06"W, 65.89'; thence N11°54'45"W, 3.71'; thence S81°41'41"W, 310.92'; thence S08°38'04"E, 3.35' to the Point of Curvature of a curve to the Left having a Radius of 345.00' and a Chord Bearing and Length of S16°30'35"E, 94.54'; thence with said curve to the Left 94.84' to the Point of RE-curvature of a curve to the Right having a Radius of 230.00' and a Chord Bearing and Length of S16°15'40"E, 65.01'; thence with said curve to the Right 65.23' to the Point of Tangency; thence S08°08'13"E, 130.10' to the Point of Curvature of a curve to the Left having a Radius of 170.00' and a Chord Bearing and Length of S24°17'21"E, 94.58'; thence with said curve to the Left 95.85' to the Point of Curvature of another curve to the Left having a Radius of 14.00' and Chord Bearing and Length of N88°49'58"E, 21.68'; thence with said curve to the Left 24.79'; thence S51°53'36"E, 50.00'; thence S38°06'24"W, 3.11' to the Point of Curvature of a curve to the Left having a Radius of 14.00' and a Chord Bearing and Length of S06°53'36"E, 19.80'; thence with said curve to the Left 21.99' to the Point of Tangency; thence S51°53'36"E, 51.10' to the Point of Curvature of a curve to the Right having a Radius of 230.00' and a Chord Bearing and Length of S44°18'28"E, 60.72'; thence with said curve to the Right 60.90'; thence N37°56'06"E, 99.91'; thence N51°52'48"E, 56.00'; thence N66°35'50"E, 75.86'; thence N61°42'13"E, 97.95'; thence N49°06'42"E, 100.14'; thence N37°36'37"E, 159.79'; thence N50°11'00"E, 5398'; thence N78°23'39"E, 139.81'; thence S73°53'48"E, 84.81'; thence S62°18'44"E, 88.24'; thence S79°43'47"E, 57.63'; thence N77°46'28"E, 72.11'; thence N57°57'37"E, 69.06'; thence N28°18'02"E, 81.12'; thence N08°30'18"E, 68.29'; thence N20°08'34"W, 81.55'; thence N42°02'49"W, 69.73'; thence N68°29'06"W, 79.42'; thence S84°26'37"W, 81.74'; thence N77°53'45"W, 120.30' to a point in a NON-tangent curve to the Left having a Radius of 225.01' and a Chord Bearing and Length of 158.89'; thence with said curve to the Left 162.40' back to the Point of Beginning.

SECTION 2. That the proprietor of the above described tract of land ("Proprietor") has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as "Napa Valley, 3rd Plat, Lots 116-146".

BILL NO. 16-212

SECTION 3. That the roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares shall be dedicated as depicted on the plat. The City Council hereby authorizes the Director of Planning and Codes Administration, on behalf of the City of Lee's Summit, Missouri, to accept the land or easements dedicated to the City of Lee's Summit for public use and shown on the accompanying plat, upon the subdivider filing and recording a final plat in accordance with Article 16, Subdivisions, Unified Development Ordinance ("UDO") of the City, which plat shall conform to the accompanying plat, and hereby authorizes acceptance of the public improvements required by this ordinance and Article 16 of the UDO of the City, upon the Director of Public Works certifying to the Director of Planning and Codes Administration and the City Clerk that the public improvements have been constructed in accordance with City standards and specifications.

SECTION 4. That the approval granted by this ordinance is done under the authority of Section 89.410.2 of the Revised Statutes of Missouri and Section 16.340 of the UDO because all subdivision-related public improvements required by the UDO have not yet been completed. In lieu of the completion and installation of the subdivision-related public improvements prior to the approval of the plat, the Proprietor has, in accordance with Section 16.340 of the UDO, deposited an irrevocable **letter of credit** to secure the actual construction and installation of said public improvements, and the City hereby accepts same. No building permit shall be issued until the required public improvements are available to each lot for which a building permit is requested in accordance with the Design and Construction Manual.

SECTION 5. That an easement shall be granted to the City of Lee's Summit, Missouri, to locate, construct and maintain or to authorize the location, construction, and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, telephone, cable TV, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as "Utility Easements" (U.E.) or within any street or thoroughfare dedicated to public use on this plat. Grantor, on behalf of himself, his heirs, his assigns and successors in interest, shall waive, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), any right to request restoration of rights previously transferred and vacation of any easement granted by this plat.

SECTION 6. That building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be constructed between this line and the street right-of-way line.

SECTION 7. That all storm water conveyance, retention, detention or water quality (BMP) facilities to be located on common property, shall be owned and maintained by the Property Owners' Association in accordance with the standards set forth in the "covenants, conditions, and restrictions". Refer to the "covenants, conditions and restrictions" associated with this development for requirements.

SECTION 8. That Individual lot owners(s) shall not change or obstruct the drainage flow paths on the lots as shown on the master drainage plan, unless specific application is made and approved by the City Engineer.

BILL NO. 16-212

SECTION 9. That the final plat substantially conforms to the approved preliminary plat and to all applicable requirements of the Code.

SECTION 10. That the City Council for the City of Lee's Summit, Missouri, does hereby approve and accept, as a subdivision to the City of Lee's Summit, Missouri, the final plat entitled "Napa Valley, 3rd Plat, Lots 116-146 " attached hereto and incorporated herein by reference.

SECTION 11. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council for the City of Lee's Summit, Missouri, this _____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said City this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian Head*

City of Lee's Summit

Department of Planning & Codes Administration

September 9, 2016

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director 
RE: **Appl. #PL2016-098 – FINAL PLAT – Napa Valley, 3rd Plat, Lots 116-146; MAR Investments, Inc, applicant**

Commentary

This final plat application is for an additional 31 lots on approximately 9 acres in the Napa Valley subdivision. The layout of the final plat is substantially consistent with the approved preliminary development plan.

- 31 lots on 9 acres
- 3.4 units/acre

Subdivision-Related Public Improvements

In accordance with UDO Section 16.340, prior to an ordinance being placed on a City Council agenda for the approval of a final plat, all subdivision-related public improvements shall be constructed and a Certificate of Final Acceptance shall be issued. In lieu of completion of the public improvements and the issuance of a certificate, financial security (an escrow secured with cash, an irrevocable letter of credit, or a surety bond) may be provided to the City to secure the completion of all public improvements.

A Certificate of Final Acceptance has not been issued for the subdivision-related public infrastructure, nor has any form of financial security been received to secure the completion of the public improvements. This application will be placed on hold following Planning Commission action until the infrastructure requirements are met.

Recommendation

Staff recommends **APPROVAL** of the final plat.

Project Information

Proposed Use: single-family residential subdivision

Number of Lots: 31 lots

Land Area: 9 acres

Density: 3.4 units/acre

Location: east of SW Pryor Rd., ½ mile south of SW M-150 Hwy.

Zoning: PMIX (Planned Mixed-Use District)

Surrounding zoning and use:

North: PMIX (Planned Mixed-Use District)—*Napa Valley, 1st Plat* (single-family residential)

South: PMIX—future *Napa Valley, 2nd Plat* (single-family residential)

East: PMIX—future *Napa Valley, 2nd Plat* (single-family residential)

West: PMIX—future *Napa Valley, 2nd Plat* (single-family residential)

Background

- March 9, 2004 – The Planning Commission approved the preliminary plat (Appl. #2004-10) for *Napa Valley, Lots 1 – 216 and Tracts A through V*.
- April 15, 2004 – The City Council approved the rezoning (Appl. #2004-008) from AG to PMIX and the preliminary development plan (Appl. #2004-009) for *Napa Valley* by Ordinance No. 5731.
- October 21, 2004 – The City Council approved the final plat (Appl. #2004-172) for *Napa Valley, 1st Plat, Lots 1-88 & Tracts A-M* by Ordinance No. 5825.
- December 17, 2015 – The City Council approved the preliminary development plan (Appl. #PL2015-130) for *Napa Valley, 2nd Plat* by Ordinance No. 7775.
- April 26, 2016 – The Planning Commission recommended for approval the final plat (Appl. #PL2016-048) for *Napa Valley, 2nd Plat, Lots 89-115 and Tract N*. The final plat is on hold from being placed on a City Council agenda for approval pending construction of all subdivision-related infrastructure or providing financial security for construction of said infrastructure.

Code and Ordinance Requirements to be met Following Approval

The items in the box below are specific to this subdivision and must be satisfactorily addressed in order to bring this plat into compliance with the Codes and Ordinances of the City.

Public Works

1. All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final plat and approved prior to the approval of the final plat. All public infrastructure must be substantially complete, prior to the issuance of any building permits.
2. A Master Drainage Plan (MDP) shall be submitted and approved in accordance with the City's Design and Construction Manual for all areas of the development, including all surrounding impacted areas, along with the engineering plans for the development. The MDP shall address drainage level of service issues on an individual lot basis.
3. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the associated engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance permit).
4. All subdivision-related public improvements must have a Certificate of Final Acceptance prior to approval of the final plat, unless security is provided in the manner set forth in the City's Unified Development Ordinance (UDO) Section 16.340. If security is provided, building permits may be issued upon issuance of a Certificate of Substantial Completion of the public infrastructure as outlined in Section 1000 of the City's Design and Construction Manual.
5. The As-graded Master Drainage Plan shall be submitted to and accepted by the City prior to the issuance of a Certificate of Substantial Completion and prior to the issuance of any building permits for the development.

6. A Land Disturbance Permit shall be obtained from the Public Works Department if ground breaking will take place prior to the issuance of an infrastructure permit or prior to the approval of the Final Development Plan/Engineering Plans.
7. All permanent off-site easements, in a form acceptable to the City, shall be executed and recorded with the Jackson County Recorder of Deeds prior to the issuance of a Certificate of Substantial Completion or approval of final plat. A certified copy shall be submitted to the City for verification.
8. A restriction note shall be included on the final plat stating: "Individual lot owner(s) shall not change or obstruct the drainage flow paths on the lots, as shown on the Master Drainage Plan, unless specific application is made and approved by the City Engineer."

Fire

9. Developments of one or two family dwellings where the number of dwelling units exceeds fifty shall be provided with two separate and approved fire apparatus access roads, and shall meet the requirements of Section 104.3. The second access to the subdivision shall be maintained at SW Blackstone Place and SW Pryor Rd. If it is removed or not properly maintained, no more than fifty building permits will be issued until a second permanent access is established.

Planning and Codes Administration

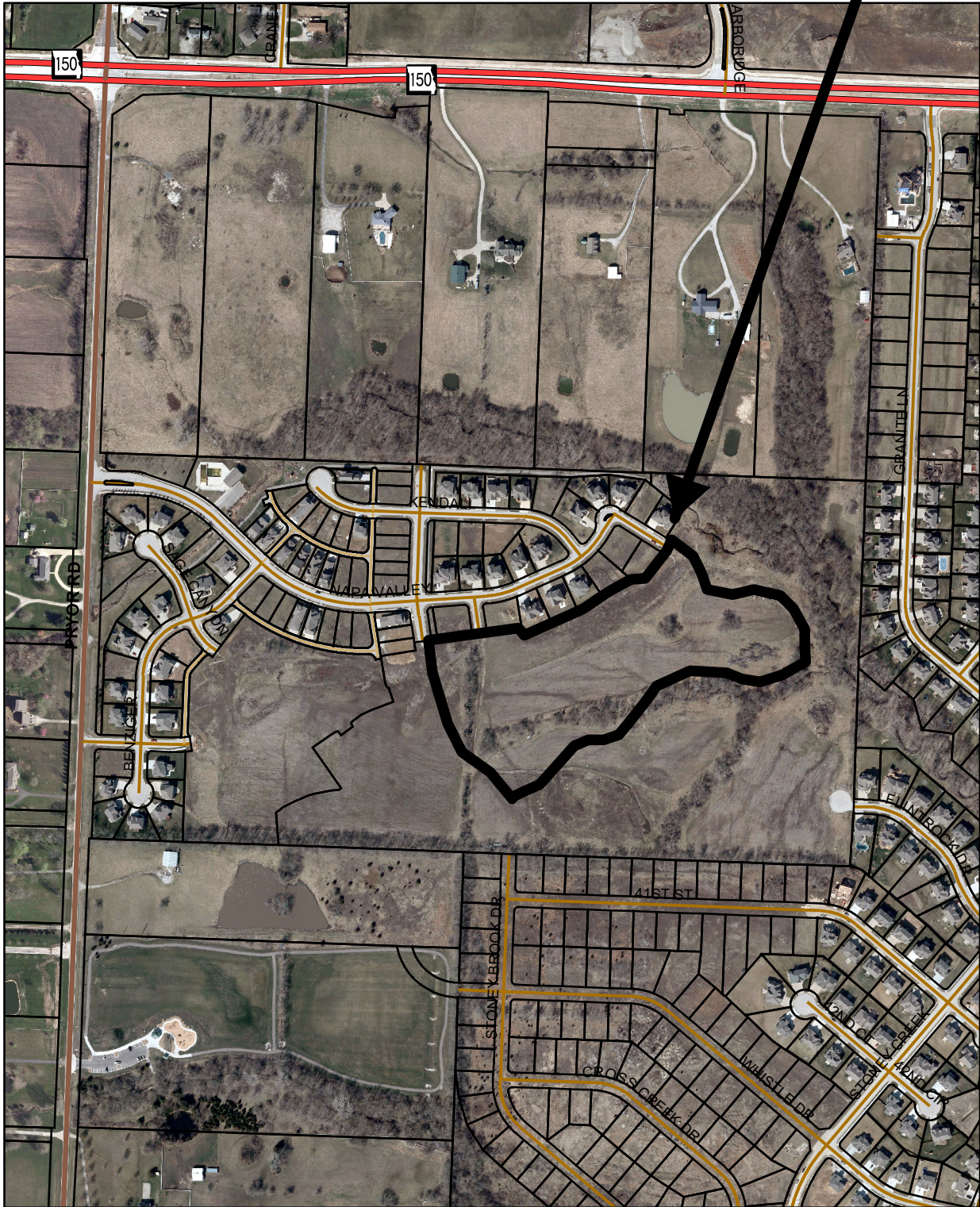
10. Sign permits shall be obtained prior to installation of any signs through the Department of Planning and Codes Administration. All signs proposed must comply with the sign requirements as outlined in the sign section of the Unified Development Ordinance.
11. A final plat shall be approved and recorded (with the necessary copies returned to Planning and Codes Administration) prior to any building permits being issued. All subdivision-related public improvements must be complete prior to approval of the final plat by the City Council unless security is provided in the manner set forth in UDO Section 16.340.
12. A vacation of right-of-way application for the segment of SW Blackstone Place between SW Pryor Road and SW Benzinger Drive shall be submitted and approved prior to the final plat approval.
13. The width of the 5' sidewalk along SW Meritage Lane shall be labeled.
14. Lots 116-118 and 146 shall be notated with a symbol referencing Surveyor's General Note #6 restricting access onto SW Stoney Brook Drive.
15. The company names referenced in the property owner signature blocks (MAR Investments and Choyce, LLC) and the notary signature blocks (Toscano Investments, LLC) shall be revised as necessary to reflect the correct names.
16. The plat boundary total acreage shall be listed at the end of the legal description.

RGM/hsj

Attachments:

1. Final Plat, date stamped September 6, 2016 -- 1 page
2. Location Map

Appl. #PL2016-098 FINAL PLAT
Napa Valley, 3rd Plat
MAR Investments, Inc., applicant





Bank Local.™

City of Lee's Summit
Finance Department
Attn: Conrad Lamb, Finance Director
220 SE Green Street
Lee's Summit, MO 64063

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 12598
October 5, 2016

651 NE Coronado Drive
Blue Springs, MO 64014
tel: 816.655.3333
fax: 816.655.3399
www.AdamsDairyBank.com

Issue Date: 10-5-2016

Expiration Date: 10-05-2017

We hereby issue our IRREVOCABLE STANDBY LETTER OF CREDIT ("Letter of Credit") in your favor for the account of Choyce, LLC and/or Kevin Higdon Construction, LLC ("Obligee") for a maximum aggregate amount not exceeding Three Hundred Eighty-Eight Thousand Two Hundred Fifty-Three and 00/100 Dollars (\$388,253.00) representing the following:

To ensure that certain improvements including but not limited to public streets, storm sewers, water and sanitary improvements required for the 3rd Plat of the Napa Valley subdivision in Lee's Summit, MO ("Project") are completed according to the Opinion of Probable Cost prepared by Warger Associates, LLC and preliminarily approved by City staff on September 28, 2016.

The City may draw upon this Letter of Credit upon written notification to the Bank that the Obligee has defaulted in its obligation to the City to construct, install and / or complete the development related Improvements required for the Project by October 5, 2017 or if the Obligee has failed to post a new Letter of Credit or other sufficient security approved by the City's Director of Finance, prior to Initial Expiration Date, securing the construction, installation and / or completion of the Improvements.

The written notification shall be on official City letterhead, signed by the City Manager, the City's Finance Director, or another authorized official of the City. The amount of the Letter of Credit shall be reduced automatically by the amount of any draw hereunder. A copy of this Letter of Credit must accompany any presented documents.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon the presentation and delivery of documents as specified to us at the address specified above, no later than the Initial Expiration Date.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year from the Initial Expiration Date hereof, unless at least 60 days prior to such date, we shall send you written notice, via certified mail, that we elect not to consider this Letter of Credit renewed for such additional one-year period.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision) for the International Chamber of Commerce, ICC Publication No. 500, and to the extent not inconsistent therewith the laws of the State of Missouri, including without limitation the Uniform Commercial Code in effect therein.

Adams Dairy Bank
651 NE Coronado Dr
Blue Springs, MO 64014

Duston R. Weisenborn
Vice President & Chief Credit Officer
Effective as of September 28, 2016

OPINION OF PROBABLE COST

Warger Associates, LLC

1617 Swift
 North Kansas City, Missouri 64116
 Phone: 816.769.6132

Date: 17 June 2016

REVISED 9/24/16

Project: Napa Valley 3rd Public Sanitary Improvements
 Project Number: 402-01

Item	Units	Quantity	Unit Costs	Costs
1 8" PVC Pipe - SDR 26	LF	0	\$55.00	\$0.00
2 4' Dia Manholes	LF	0	\$3,000.00	\$0.00
3 4" Service Lines	EA	0	\$40.00	\$0.00
4 Trench Checks	EA	0	\$250.00	\$0.00
5 Connect to Existing	EA	0	\$1,500.00	\$0.00
6 Tracer Wire	LF	0	\$1.25	\$0.00
7				\$0.00
8				\$0.00
9				\$0.00
10				\$0.00
11				\$0.00
12				\$0.00
13				\$0.00
14				\$0.00
15				\$0.00

***Construction Total: \$0.00**

*The Engineer, using their professional judgement, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed, and if necessary, adjusted to a more applicable cost index.



OPINION OF PROBABLE COST

Warger Associates, LLC

1617 Swift

North Kansas City, Missouri 64116

Phone: 816.769.6132

Date: 15 July 2016

Revised: September 23, 2016

Project: Napa Valley 3rd Public Street and Storm

Project Number: 402-01

Item	Units	Quantity	Unit Costs	Costs	
1	Finisehd Grading	LS	1	12500	\$12,500.00
2	CG-2 Curb and Gutter	LF	3288	\$12.00	\$39,456.00
3	2" Type 3 Asphalt	SY	4877	\$6.00	\$29,262.00
4	6" Type 1 Asphalt	SY	4877	\$18.00	\$87,786.00
5	MoDOT Type 5 Base	SY	5485	\$2.50	\$13,712.50
6	Geo-grid	SY	5485	\$1.50	\$8,227.50
7	5' Sidewalk	SF	9086	\$4.00	\$36,344.00
8	ADA Ramps	EA	4	\$150.00	\$600.00
9	15" HDPE	LF	30	\$25.00	\$750.00
10	18" FES	EA	1	\$200.00	\$200.00
11	18" HDPE	LF	75	\$35.00	\$2,625.00
12	24" HDPE	LF	50	\$45.00	\$2,250.00
13	24" FES	EA	2	\$250.00	\$500.00
14	30" HDPE	LF	37	\$55.00	\$2,035.00
15	30" FES	LF	1	\$300.00	\$300.00
16	5'x3' Curb Inlet	EA	1	\$3,000.00	\$3,000.00
17	4'x4' Field Inlet	EA	1	\$2,500.00	\$2,500.00
18	Type 2 Rip-Rap	SY	53	\$30.00	\$1,590.00
19	Stop Signs (R1-1)	EA	3	\$200.00	\$600.00
20	Street Name Signs	EA	3	\$150.00	\$450.00
21	Manholes	EA	0	\$1,500.00	\$0.00

***Construction Total: \$244,688.00**



*The Engineer, using their professional judgement, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed, and if necessary, adjusted to a more applicable cost index.

OPINION OF PROBABLE COST

Warger Associates, LLC
 1617 Swift
 North Kansas City, Missouri 64116
 Phone: 816.769.6132

Date: August 22nd 2016

REVISED 9/24/16

Project: Napa Valley 3rd Public Water Improvements
 Project Number: 402-01

Item	Units	Quantity	Unit Costs	Costs
1 8" PVC AWWA C900 / C909	LF	1861	\$65.00	\$120,965.00
2 8"x8"x8" Tee	EA	2	\$550.00	\$1,100.00
3 8"x8"x6" Tee	EA	2	\$500.00	\$1,000.00
4 8"x6" Reducer	EA	2	\$100.00	\$200.00
5 12" x 8" Reducer	EA	0	\$125.00	\$0.00
6 8" Gate Valve	EA	4	\$325.00	\$1,300.00
7 8" 22.5 Degree Bend	EA	2	\$150.00	\$300.00
8 8" 11.25 Degree Bend	EA	14	\$150.00	\$2,100.00
9 6" 90 Degree Bend	EA	4	\$125.00	\$500.00
10 6" Gate Valve	EA	4	\$275.00	\$1,100.00
11 Fire Hydrant Assembly	EA	4	\$3,000.00	\$12,000.00
12 Connect to Existing Water Main	EA	2	\$1,500.00	\$3,000.00

***Construction Total: \$143,565.00**

*The Engineer, using their professional judgement, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed, and if necessary, adjusted to a more applicable cost index.



Packet Information

File #: BILL NO. 16-213, **Version:** 2

AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

Issue/Request:

AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

Key Issues:

The current software maintenance agreement between Lee's Summit and CityView, a division of N. Harris Computer Corporation, for the support and maintenance of the CityView software will expire on October 31, 2016. An amendment to the original 2008 agreement has been drafted, for which staff is seeking approval. This amendment would provide a total of 5 years of support and maintenance for the CityView software with a fixed 4% price increase each year. This will be a series of one year agreements, automatically renewing each year to encompass the five year term.

CityView is the sole provider of maintenance for it's software and has supplied a document stating such, which is attached to this packet.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

Background:

In August 2008, an award was made via RFP 07-188 for the purchase, implementation and maintenance of Permitting and Inspections software to Municipal Software, Inc. The original RFP work was completed and has resulted in the successful implementation of CityView software for property information, permitting and inspection tracking, development application tracking, code enforcement, business licensing and cashiering integration.

Since the original award, Municipal Software was acquired by Harris Computer Corporation.

The current maintenance agreement for CityView software support expires on October 31, 2016. Because CityView is the sole provider for maintenance of its software, City staff worked with representatives to negotiate a software support renewal agreement. The negotiated terms will provide guaranteed annual rates at 4% each year.

Impact/Analysis:

Beginning in FY17, all CityView software maintenance is funded from the Development Center's software maintenance account.

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Steve Marsh

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 16-213

AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

WHEREAS, in August 2008, the City Council approved the award of RFP No. 2007-188 for the purchase, implementation, and maintenance of permitting and inspections software known as CityView to Municipal Software, Inc., now known as N. Harris Computer Corporation; and,

WHEREAS, in order to effectively operate the software system, the City must have software support services; and,

WHEREAS, the City's current agreement for software support with Municipal Software Inc., now known as N. Harris Computer Corporation, for the CityView software system expires on October 31, 2016; and,

WHEREAS, N. Harris Computer Corporation is the only entity that provides maintenance and support for the CityView software system, as more fully described in the Sole Source Purchase Justification attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth; and,

WHEREAS, City desires to re-engage N. Harris Computer Corporation for the provision of software maintenance and support for the CityView software system under terms and conditions which have been negotiated by City and N. Harris Computer Corporation; and,

WHEREAS, City and N. Harris Computer Corporation have caused to be prepared an Amendment to Service Agreement for Permit Services Software, a true and accurate copy of which is attached hereto as "Exhibit B" and incorporated herein as though fully set forth, which provides for a one-year contract with four (4) possible one year renewals for the provision of maintenance and support of the CityView software system by N. Harris Computer Corporation to the City of Lee's Summit, Missouri; and,

WHEREAS, City and N. Harris Computer Corporation desire to enter into said Amendment to Service Agreement for Permit Services Software.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Sole Source Purchase Justification to CityView, a division of N. Harris Computer Corporation for the provision of software maintenance and support services to the City of Lee's Summit, Missouri, a true and accurate copy of the same being attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth, be and hereby is approved.

BILL NO. 16-213

SECTION 2. That the Amendment to Service Agreement for Permit Services Software by and between the City of Lee's Summit, Missouri and N. Harris Computer Corporation for the provision of maintenance and support of the CityView software system, a true and accurate copy of which is attached hereto as "Exhibit B" and incorporated herein by reference as though fully set forth, be and hereby is approved.

SECTION 3. That the City Manager is authorized to execute said Exhibits A and B as well as any additional documents needed to carry out the intent of this Ordinance.

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 5. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Jackie McCormick Heanue

SOLE SOURCE PURCHASE JUSTIFICATION

Submit this Form to the Procurement and Contract Services Division for Approval Prior to Placing an Order

Date: 8/3/2016 Department: ITS Requested By: Dez Hourigan

Vendor Contacted & Address: Harris Corporation/CityView
4464 Markham St Suite 2307
Victoria, British Columbia V8Z 7X8
 Phone Number: 866-988-TECH(8324)

Harris Corporation will provide multiple year set pricing for maintenance support for their CityView software application. They are the only vendor that provides software maintenance support for the CityView software application. The more years in the maintenance agreement with them, the better discount we will receive. A 5yr renewal term will provide us an increase of only 4% each year.

Estimated Annual Cost: Was the request budgeted? Yes No
 1st Renewal Term - \$63,462.85
 2nd Renewal Term - \$66,001.36
 3rd Renewal Term - \$68,641.41
 4th Renewal Term - \$71,387.07
 5th Renewal Term - \$74,242.55

Term of this sole source is: _____ 2017 _____ through _____ 2021 _____

Sole source term is valid for one year unless a contract with multiple renewals is established based on the sole source request. Any exceptions must be approved as designated below. Will a yearly contract be established based on this sole source? Yes No

Other Contacts	Their Responses:
Name: _____	_____
Address: _____	_____
Phone #: _____	_____
Name: _____	_____
Address: _____	_____
Phone #: _____	_____

Was the manufacturer contacted for other distributors? Yes No

Please explain:

No other distributors provide maintenance support for the CityView software application other than CityView, a Division of Harris.

I concur with the above explanations and approve this request:

Department Director	Date	City Manager	Date
Procurement and Contract Services Manager	Date	Park Administrator	Date
City Clerk as approved by Council	Date		

APPROVALS REQUIRED:

APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS & RECREATION):	
\$ 1,000 - \$ 9,999	Department Director, Procurement and Contract Services Manager Approval
\$ 10,000 - \$ 19,999	Department Director, Procurement and Contract Services Manager Approval City Manager Approval

\$ 20,000 & Above	Department Director, Procurement and Contract Services Manager Approval, City Manager & City Council Approval
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APPROVALS REQUIRED FOR PARKS & RECREATION ONLY:

\$ 1,000 - \$ 9,999	Parks Administrator & Procurement and Contract Services Manager Approval
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\$ 10,000 - \$ 19,999	Parks Administrator, Procurement and Contract Services Manager Approval
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\$ 20,000 & Above	Parks Administrator, Procurement and Contract Services Manager Approval & Park Board Approval
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September 9th, 2016

VIA EMAIL: Desiree.Hourigan@cityofls.net; Steve.Marsh@cityofls.net

Steve Marsh
Chief Technology Officer
Lee's Summit
207 SW Market Street
Lee's Summit, MO
64063

RE: CityView Software

Dear Mr. Marsh,

Please be advised that the CityView business unit of N. Harris Computer Corporation ("CityView") is the sole source provider of the technical support and maintenance services for the CityView software, a software solution containing all you need to manage Property Information, Permits and Inspections, Planning, Code Enforcement, Licensing, Animal Licensing, Service Requests, Rental Housing, Cemetery Management, Parking Management, and Cashiering.

CityView does not use other services providers for the provision of technical support and maintenance services for the CityView software. CityView is not obligated to provide their proprietary goods and services to any other company or entity. Accordingly there is no competition for its maintenance.

This letter does not provide a sole source legal opinion on behalf of CityView for the products and services referenced herein as they relate to your State's sole source rules, regulations and laws.

Regards,

Dale Peters

Director, Support Services

P: 250-475-6600 x67014

F: 250-475-6080

E: DPeters@harriscomputer.com

AMENDMENT TO SERVICE AGREEMENT
FOR PERMIT SERVICES SOFTWARE

This AMENDMENT is made and entered into this 21st day of July 2016, by and between the City of Lee's Summit, Missouri, a Municipal Corporation in the state of Missouri, hereinafter referred to as "City" and CityView, a division of N. Harris Computer Corporation, hereinafter referred to as "Service Provider." Witnesseth that:

WHEREAS, City and Service Provider, by and through its predecessor entity, Municipal Software, Inc., entered into a Service Agreement for Permit Services Software, RFP No. 07-188 on July 10, 2008, which governed the purchase, implementation and maintenance of permitting and inspections software by Service Provider to City; and

WHEREAS, City and Service Provider amended and restated the terms of the Agreement between the parties on February 24, 2015 to amend the scope of work to more accurately reflect the expectations of City and the obligations of Service Provider; and

WHEREAS, City and Service Provider wish to further amend the terms of the Agreement

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. Sections 3.2.1 and 3.2.2 of the Agreements and Section 4 of Attachment 2 to Exhibit B shall be amended to extend the term of the Agreement for an additional one year from November 1, 2016 to October 31, 2017 (the "Initial Extended Term"). Thereafter, this Agreement shall automatically renew for up to four (4) additional one (1) year renewal periods (the "Additional Renewal Terms") unless City gives written notice of non-renewal at least ninety days prior to expiration of the then current term. The compensation to be paid for the Initial Extended Term is \$63,462.85 and for the Additional Renewal Terms is: (i) \$66,001.36 for the first Additional Renewal Term; (ii) \$68,641.41 for the second Additional Renewal Term; (iii) \$71,387.07 for the third Additional Renewal Term; and (iv) \$74,242.55 for the fourth Additional Renewal Term.

2. Notwithstanding the foregoing, the Agreement will terminate should City fail to pay the annual support and maintenance fee for any annual period prior to the anniversary date of the Agreement.

3. Except as amended herein the Service Agreement shall remain unchanged and in full force and effect.

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

City of Lee's Summit

N. Harris Computer Corp.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY OF LEE'S SUMMIT

PURCHASING DIVISION

220 S.E. GREEN STREET

LEE'S SUMMIT, MO 64063

816-969-1080 Phone 816-969-1081 Fax

INTEROFFICE MEMORANDUM

CONTRACT DOCUMENT

DATE: July 14, 2008
TO: Key Purchasing Personnel
FROM: Purchasing Division
RE: Permit Services Software
Lee's Summit RFP #07-188

Vendor	Municipal Software Corporation 8 Shannon Drive Little Rock, AR 72207
Phone & Fax	PH: 250-475-6600 FAX: 250-475-6080
Contact Person	Woody Jackson
Ordering Instructions	See Exhibit B
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	Til completion

cc: Bid File- Original memo
Intranet



CITY OF LEE'S SUMMIT

PURCHASING DIVISION
220 S.E GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

NOTICE TO PROCEED


July 14, 2008

Mr. Woody Jackson
Municipal Software Corporation
8 Shannon Drive
Little Rock, AR 72207

RE: Request for Proposal # 07-188, Permit Application Software

Dear Mr. Jackson:

You are hereby notified to commence WORK in accordance with the contract dated July 10, 2008. The Services to be performed by Vendor under and pursuant to this Agreement shall be completed as directed by the City's Project Administrator by such date as is mutually agreed upon as a result of the initial Project kick-off meeting ("the Completion Date"), unless earlier terminated as provided herein, or as may be modified by mutual written agreement. Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of services mutually acceptable to the Parties.


DeeDee Tschirhart
Procurement Officer
City of Lee's Summit, MO

Enclosure: Contract document

Cc:

Bid File
City Intranet

SERVICE AGREEMENT

FOR PERMIT SERVICES SOFTWARE

RFP No.07-188

This AGREEMENT made and entered into this 31st day of July 2008, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and Municipal Software Corporation, a British Columbia incorporated company, with its principal place of business at 4464 Markham Street, Suite 1108, Victoria, BC, V8Z 7X8, hereafter referred to as "Service Provider."

Witnesseth, that:

WHEREAS, Service Provider has offered to provide the Services described in Exhibit A, in consideration of the Conditions, Deliverables and Payment Terms described in Exhibit B and the documents attached thereto, subject to the General Conditions described in Exhibit C and the additional conditions described in Exhibit D Addendum, and;

WHEREAS, City desires to engage Service Provider to perform such services.


NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 07-188 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; Conditions, Deliverables and Payment Terms, attached hereto as Exhibit B along with the attachments and schedules attached to Exhibit B; General Conditions, attached hereto as Exhibit C; and the Addendum attached hereto as Exhibit D. Where the terms of the RFP or the Proposal conflict with anything in Exhibits A, B, C or D the terms of the Exhibits shall control. Where the terms of the Exhibits are in conflict, the terms of Exhibit B and the documents attached thereto shall control.
3. Amount Not To Exceed:
 - 3.1 PreBuilt Implementation, Services, Training and Travel. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this contract for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of Four Hundred Thirty Five Thousand Nine Hundred Dollars (\$435,900.00) for licenses and services for Phase 1 and licenses for Phase 2. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis as Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
 - 3.2 Software License and Support Agreement.
 - 3.2.1 Phase 1: The Service Provider will provide the software licenses identified in Exhibit B and the attachments and schedules attached thereto, for the City's use as governed by its Software License and Support Agreement, Attachment 2 to Exhibit B. The term of this Agreement shall be for a one (1) year period beginning on the on the day and year first above written and may be renewed as described in Attachment 2 to Exhibit B for up to four (4) renewal terms. The compensation to be paid for the initial term is \$49,700.00 and for the renewal terms is: (i) first renewal term \$51,688.00; (ii) second renewal term \$53,755.55; (iii) third renewal term \$55,905.74; and (iv) fourth renewal term \$58,141.97.
 - 3.2.2 Phase 2: A The Service Provider will provide the soft ware licenses identified in Exhibit B and the attachments and schedules attached thereto for the City's use as governed by its Software License and Support Agreement, Attachment 2 to Exhibit B. The term of this Agreement shall be for a one (1) year period beginning on the day and year first above written and may be renewed as described in Attachment 2 to Exhibit B for up to four (4) renewal terms. The compensation to be paid for the initial term is \$4,500.00 and for renewal terms is (i) first renewal term \$4,680.00; (ii) second renewal term \$4,867.20; (iii) third renewal term \$5,061.89; and (iv) fourth renewal term \$5,264.37.

4. Time of Performance. The Services to be performed by Vendor under and pursuant to this Agreement shall be completed as directed by the City's Project Administrator by such date as is mutually agreed upon as a result of the initial Project kick-off meeting ("the Completion Date"), unless earlier terminated as provided herein, or as may be modified by mutual written agreement. Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of services mutually acceptable to the Parties.

5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

CITY OF LEE'S SUMMIT



Interim City Manager

7/10/08
Date

APPROVED AS TO FORM:


Assistant City Attorney

SERVICE PROVIDER:


President; CEO

Title

July 3, 2008
Date

Exhibits to Service Agreement

- Exhibit A – Scope of Services
- Exhibit B – Contractual Services Agreement
 - Attachment 1 – Payment Milestones and Deliverables
 - Attachment 2 – Software License and Support Agreement
 - Schedule A – List of Licensed Software and Term of License
 - Schedule B – Service Level Agreement
 - Attachment 3 – Escrow Agreement
- Exhibit C – General Conditions
- Exhibit D - Addendum

**EXHIBIT A
SCOPE OF SERVICES**

Service Provider will provide the services and/or products described in Service Provider's Response to the RFP, dated September 18, 2007 and submitted to the City on September 21, 2007.

EXHIBIT B
CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this 3 day of July, 2007, (the "Effective Date") by and between the City of Lee's Summit, Missouri, a municipal corporation, (hereinafter the "City"), and Municipal Software Corporation, a British Columbia incorporated company, with its principal place of business at 4464 Markham Street, Suite 1108, Victoria, BC, V8Z 7X8 (hereinafter the "Vendor"). The City and the Vendor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Vendor desires to perform and assume responsibility and obligation for the provision of certain professional services, as hereinafter described, on the terms and conditions set forth herein. Vendor represents that it is experienced in providing business process automation and implementation services to public clients, is licensed in the State of Missouri and is familiar with the scope of work of the City.
- B. The City desires to engage Vendor to render such services, as hereinafter described, for the Permit Application Software, RFP # 07-188 (the "Project") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Vendor agree as follows:

OPERATIVE PROVISIONS

SECTION I
ENGAGEMENT AND SERVICES OF THE VENDOR

1. Engagement of Vendor. The City hereby engages the Vendor, and the Vendor promises and agrees to furnish to the City, subject to the terms and conditions set forth in this Agreement, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (the "Services"). The Services are more particularly described in Attachment 1 hereto and incorporated herein by reference. The Vendor agrees to perform the Services in accordance with the terms and conditions of this Agreement, the attachments and schedules attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the Services are provided.
2. Performance of the Vendor; Standard of Care. The Vendor accepts the relationship of trust and confidence established between the City and the Vendor by the terms of this Agreement. The Vendor covenants with the City to perform all Services under this Agreement in a skillful and competent manner, consistent with or in excess of the standards of skill, quality and care adhered to by recognized professionals in the same discipline in the State of Missouri while performing services of a like or similar nature under like or similar circumstances. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services, and that it shall consider all recent proven and tested methods known and successfully employed by recognized professionals in the same discipline in the state of Missouri. Vendor shall also cooperate with the City and any other consultants or contractors engaged by or on behalf of the City in performance of the Project. The Vendor covenants to use its commercially reasonable efforts to perform its duties and obligations under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the City and the professional standard of care set forth in this Agreement.

SECTION II
RESPONSIBILITIES OF THE VENDOR

1. The Vendor's Responsibilities for Costs and Expenses. Except as otherwise expressly stated herein, the Vendor shall be solely responsible for all costs and expenses incurred relative to the Vendor, personnel of the Vendor and sub-Vendors of the Vendor in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.
2. Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Vendor represents that it possesses the professional and technical personnel required to perform the Services. The City retains Vendor on an independent contractor basis and not as an employee of the City. Vendor retains the right to perform similar or different services for others during the term of this Agreement. The personnel performing the Services on

behalf of the Vendor shall at all times be under the Vendor's exclusive direction and control. The Vendor shall pay all expenses, including, without limitation, all wages, salaries, fringe benefit contributions, payroll taxes, withholding taxes, other taxes or levies and all other amounts due such personnel for the Services or due others as a result of the performance by such personnel of the Services. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, all reports for social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3. Vendor's Project Manager. The Vendor shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services and act as the Vendor's representative for performance of this Agreement. The Project Manager shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement, and shall be available to the City at all reasonable times. The Project Manager shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures employed by Vendor's personnel, as well as the satisfactory coordination of all portions of the Services under this Agreement. The Vendor will designate a Project Manager upon completion of this contract and the City reserves the right to perform a telephone interview with the designated Project Manager. Vendor reserves the right to appoint another person as Project Manager upon written notice to the City. The City reserves the right to perform a telephone interview with any new Project Manager that the Vendor designates. The City further reserves the right to request a different Project Manager be assigned should the City determine, as a result of the telephone interview, that the assigned Project Manager is deemed unsatisfactory to the City.
4. Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Vendor at the request of the City.
5. Personnel: Licenses. The Vendor represents and warrants that it and all personnel engaged in performing Services are and shall be fully qualified, authorized and permitted under state and local law to perform such Services. The Vendor shall be responsible to City for any errors or omissions in the execution of the Services under this Agreement. The Vendor represents and warrants that it and all personnel and sub-Vendors engaged in performing the Services have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services under this Agreement. The Vendor further represents and warrants that it, its employees and sub-Vendors shall keep in effect all such licenses, permits, qualifications and other approvals during the term of this Agreement. Any personnel performing Services under this Agreement who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, or any personnel who fail or refuse to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Vendor and shall not be re-employed to perform any of the Services or to work on the Project.
6. Time of Performance. The Services to be performed by Vendor under and pursuant to this Agreement shall be completed as directed by the City's Project Administrator by such date as is mutually agreed upon as a result of the initial Project kick-off meeting ("the Completion Date"), unless earlier terminated as provided herein, or as may be modified by mutual written agreement. Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of services mutually acceptable to the Parties.
7. Software License and Support Agreement. The vendor will provide the software licenses identified in Attachment I for the City's use as governed by its Software License and Support Agreement, a copy of which is attached as Attachment 2.
8. Escrow Agreement. The vendor has provided for a software escrow agreement, a copy of which is attached as Attachment 3, which provides for access to software source code under certain circumstances that are defined in the agreement.
9. Consistency with City Policies. The Vendor shall discuss and review with the City Project Manager in advance of all critical decision points all matters relating to the Services in order to ensure that the Services proceed in a manner consistent with the goals and policies of the City.
10. Conformance to Applicable Requirements. All aspects of the provision of the Services by Vendor shall conform to all applicable city, county, state, and federal laws, rules and regulations in effect at the time the services are provided.

11. Insurance. Without limiting the Vendor's indemnification obligations, the Vendor shall obtain, provide and maintain during the term of this Agreement, at its own expense, a policy or policies of liability insurance of the type and amounts described below and satisfactory to the City. Vendor shall also require all of its sub-Vendors to obtain, provide, and maintain insurance which meets the same requirements contained herein.
- A. Prior to the commencement of the Services, the Vendor shall provide evidence satisfactory to the City that it has secured the following types and amounts of insurance:
 - (1) Workers' compensation insurance to cover the statutory limits of the workers' compensation laws of the state in which any work is to be performed, voluntary compensation and employer's liability (including occupational disease) coverage with limits not less than \$1,000,000 per occurrence;
 - (2) Commercial general liability insurance covering third party liability risks, including without limitation, contractual liability, in a minimum amount of \$1 million per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Project, or the general aggregate limit shall be twice the occurrence limit;
 - (3) Commercial auto liability and property insurance covering "any auto" with a minimum limit of \$1 million combined single limit per accident for bodily injury and property damage.
 - (4) Errors and omissions professional liability insurance appropriate to Vendor's profession. Such insurance shall be in an amount not less than \$850,000 per claim, and shall be endorsed to include contractual liability.
 - B. The commercial general liability and automobile policies shall contain the following provisions, or Vendor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies: (1) the City, its officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City or its officials, officers, employees or agents shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way.
 - D. All policies shall contain the following provisions, or Vendor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies: (1) coverage shall not be suspended, voided, canceled or reduced by either party except after thirty (30) days prior notice has been given in writing to the City; provided, however, in the case of non-payment of premium, ten (10) days notice will be provided; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees and agents.
 - E. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees and agents.
 - F. Any deductibles or self-insured retentions, or any revisions thereto made during the time such insurance is required to be maintained pursuant to this Agreement, must be declared to and approved by the City. If such deductibles or self-insured retentions are not acceptable to City, Vendor shall meet with City to determine an acceptable solution, such as, but not limited to: (1) reducing or eliminating such deductibles or self-insured retentions as respects the City, its officials, officers, employees and agents; or (2) Vendor's procurement of a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
 - G. All Insurance is to be placed with insurers with a current A.M. Best's rating no less than B+:VIII, licensed to offer coverage in the State of Missouri, and satisfactory to the City.
 - H. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by

the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- I. The Vendor shall give to the City prompt and timely notice of any claim made or suit instituted arising out of the Vendor's operation hereunder. The Vendor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and performance of the Services.
- J. The Vendor shall include subcontracting Vendors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each sub-Vendor. It is understood that additional insureds are not possible on the Vendor's errors and omissions professional liability policy. All coverage for each sub-Vendor shall be subject to the requirements stated herein.

12. Prohibition Against Transfers.

- A. The Vendor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly by operation of law without the prior written consent of the City. Any attempt to do so without the prior written consent of the City shall be null and void, and any assignee, sub-lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

13. Progress. The Vendor is responsible to keep the City Project Manager and/or his or her duly authorized designee informed on a regular basis to be determined by the City and the Vendor's Project Manager at the kick-off meeting regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Services or this Agreement

14. Confidentiality. No news releases, including photographs, public announcements or confirmations of the same, of any part of the subject matter of this Agreement or any phase of the Services shall be made without prior written consent of the City, such consent to not be unreasonably withheld, and provided in a timely manner. The information which results from the Services in this Agreement is to be kept confidential, unless the release of information is authorized by the City. All Report Materials, either created by or provided to Vendor in connection with the performance of this Agreement, shall be held confidential by Vendor. Such materials shall not, without the prior written consent of City, be used by Vendor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Vendor which is otherwise known to Vendor or is otherwise generally known, or has become known, to the related industry, shall be deemed confidential. Vendor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

15. No Set Hours/Right to Contract. The Vendor's obligation hereunder is to complete the Services in accordance with this Agreement and to meet any deadlines established pursuant to this Agreement. The Vendor has no obligation to work any particular schedule, hours or days, or any particular number of hours or days. However, the Vendor shall coordinate with the City in achieving the results and meeting the goals established pursuant to this Agreement.

16. Safety. Vendor shall execute and maintain its Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed

17. PreBuilts Warranty. Vendor shall provide remedy to any issues of the PreBuilts not working as designed for a period of three (3) months after the Go-Live date.

**SECTION III
RESPONSIBILITIES OF THE CITY**

1. Cooperation. The City shall cooperate with the Vendor relative to the provisions of the Services. To the extent permitted by applicable law, the City shall provide criteria and information in its possession, or reasonably obtainable by it, as requested by Vendor, and shall make that information and related data available for Vendor's use during the performance of this Agreement. The City shall render decisions required by this Agreement within the time indicated, or if not specifically stated, with reasonable promptness so as not to unduly delay the progress of Vendor's Services.

2. City's Project Manager and Project Staff. The City shall designate and assign a City project manager ("City Project Manager") who shall have full authority to represent and act on behalf of the City for all purposes under this Agreement. The City Project Manager, or his/her designee, shall be the principal officer of the City for liaison with the Vendor, and shall review and give approval to the details of the Services as they are performed, in particular, but not exhaustively, Project Plan, Functional Requirement Specifications, Statements of Work, Acceptance Plans, Statements of Completion, Change Order Requests. In addition, the City Project Manager shall ensure proper and timely availability of all City personnel required by the Vendor for successful completion of project tasks, in particular, but not exhaustively, Business and Systems Analysts, IT staff, Subject Matter Experts. The City designates Cathy Loveland to be its City Project Manager, but reserves the right to appoint another person as City Project Manager upon written notice to the Vendor.
3. Formal Completion Statement. No later than thirty (30) days after Go-Live of the software system, the City shall provide the Vendor with a written statement of completion. This statement of completion shall certify that the software has been implemented successfully except where noted in as an exception to this statement.
4. Applicable Taxes and Exemptions. The City shall be responsible for any sales tax due on fees associated with this project. If the City is exempt from sales taxes associated with this project, the City shall provide the Vendor with an exemption certificate prior to execution of this contract.
5. Project Plan. The City shall be responsible for meeting specific milestones and providing specific deliverables that will be defined and mutually agreed to in the Project Plan. Should the City fail to meet the agreed milestones or to provide the agreed deliverables, the Vendor will inform the City of the consequences thereof and reserves the right to modify the project plan accordingly.

SECTION IV COMPENSATION

1. Compensation. In consideration of the performance by Vendor of the Services, the City shall pay to the Vendor compensation at the rates set forth in Attachment 1 attached hereto and incorporated herein by reference. Total compensation under this Agreement shall not exceed the total contract amount as indicated in Attachment 1 without written approval of the City's Project Manager (the "Compensation").
2. Extra Service. The Vendor shall not receive additional compensation for any extra service unless such extra service has been authorized in writing by the City prior to the commencement of the extra service. The City shall pay the Vendor for extra service in accordance with the fee schedule set forth in Attachment 1. As used herein, "Extra Service" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or for which initial assumptions driving estimated efforts are no longer valid.
3. Payment of Compensation. The Vendor shall submit invoices to the City on a monthly basis, or on such other basis as may be mutually agreed upon by the Parties. Each invoice will be itemized. The City shall make payments to the Vendor within thirty (30) days following the date of receipt of the invoice, unless the City disputes the amount of the Compensation the Vendor claims it is owed under this Agreement. Any disputed amount shall be handled as discussed herein.
4. Reimbursements. Vendor shall not be reimbursed for any expenses unless authorized in writing by City. Such reimbursable expenses, if approved, shall include only those expenses which are reasonably and necessarily incurred by Vendor in the interests of the Project. Reimbursable expenses will be paid only at the actual cost to the Vendor, with no mark-up for overhead or profit.
5. Disputed Sums. The City may withhold up to ten percent (10%) of any disputed portion of Compensation until resolution of the dispute with the Vendor. Such withholding by the City shall not be deemed to constitute a failure to pay by the City. The Vendor shall not have the right to allege a breach of this Agreement for failure to pay by the City and to discontinue its performance of the Services hereunder for a period of thirty (30) days from the date Compensation is withheld hereunder. The City's Project Manager and the Vendor's Project Manager shall attempt to promptly resolve the dispute. The Vendor shall have an immediate right to appeal to the City Manager with respect to withheld amounts. The determination of the City Manager with respect to such matters shall be final, subject to the mediation provisions provided herein. Nothing herein shall be construed as limiting the Parties rights to pursue all available legal remedies.

6. Mediation. Should any dispute arise out of the termination or abandonment of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the American Arbitration Association, Judicial Arbitration and Mediation Service (JAMS) or other agreed-upon service. The mediator shall be selected by a "blindfolded" process. The mediation shall take place in or around Kansas City, Missouri.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action arising out of the termination or abandonment of this agreement without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 30 days, unless the parties extend the maximum time by mutual agreement.

SECTION V EXPIRATION AND TERMINATION

1. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. The Vendor shall fail to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by the Vendor, if such failure continues uncured for thirty (30) calendar days after the City gives the Vendor written notice of the failure and the specific nature of such failure.
 - B. The Vendor shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any provision of this Agreement.
2. Termination Upon Event of Default. In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the City shall have the right to terminate this Agreement upon written notice to the Vendor.
3. Expiration. Unless extended as provided for herein, this Agreement shall naturally expire on the Completion Date.
4. Payment Upon Termination. Upon a termination of this Agreement, the City shall pay to the Vendor the part of the Compensation which would otherwise be payable to the Vendor with respect to the Services which had been adequately completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.
5. Termination by Vendor. Vendor may terminate this Agreement only upon the substantial breach by the City of a material provision of this Agreement.

VI GENERAL PROVISIONS

1. Nondiscrimination by the Vendor. The Vendor represents and agrees that the Vendor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, Vendor, employee, or applicant for employment because of race, religion, color, sex, handicap, national origin or any other protected classification under federal or state law. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. City's Rights to Employ Other Vendors. The City reserves the right to employ other Vendors in connection with this Project.
3. Conflicts of Interest; Prohibited Interests.
 - A. The Vendor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interests.
 - B. If subject to the Act, the Vendor shall conform to all requirements of the Act. Failure to do so constitutes an "Event of Default" of this Agreement, and is grounds for termination of this Agreement by the City.

14. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on, and shall inure to, the benefit of the successors and assigns of the respective parties.
15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
16. Captions. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
17. Construction. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party.
18. Cooperation/Further Acts. The Parties shall fully cooperate with one another in attaining the purposes of this Agreement. In connection therewith, the Parties shall take any additional further acts and steps and sign any additional documents as may be necessary, appropriate and convenient to attain the purposes of this Agreement.
20. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
21. Incorporation of Recitals and Attachments.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.
 - B. The "Attachments" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.

22. References.

All references to the Vendor shall include all personnel, employees agents and sub-Vendors of the Vendor.

Attachment 1 – Payment Milestones and Deliverables

Attachment 2 – Software License and Support Agreement

Schedule A – List of Software and Term of License

Schedule B – Service Level Agreement

Attachment 3 – Software Escrow Agreement

**Attachment 1
Payment Milestones and Deliverables**

Software Licensing-Phase 1	Deliverables	Payment Milestone	Payment Terms
<p>Software Licenses Include:</p> <ul style="list-style-type: none"> 64 CityView Application Client - Desktop 1 CityView Application Client - Browser 1 CityView Server 46 CityView GIS Extensions (1 Advanced; 45 Basic) 1 CityView Application Builder 1 CityView Public Portal <p>PreBuilts:</p> <ul style="list-style-type: none"> 1 CityView Property Information 1 CityView Permits & Inspections 1 CityView Code Enforcement 1 CityView Planning 1 CityView Cashiering 	<p>MSC will:</p> <ul style="list-style-type: none"> • Set up as a client on FTP site • Provide documentation to download the latest version of CityView off the FTP site • Send the licensing key for CityView Licenses • Provide documentation to download the PreBuilts from the FTP site 	<p>\$239,500</p>	<p>Invoiced and due upon execution of the Contract.</p>
Phase 1-PreBuilt Implementation Permits & Inspections, Planning, Code Enforcement, Property & Cashiering PreBuilts			
	Deliverables	Payment Milestone	Payment Terms
Project Management	Ongoing management of all implementation services described below.	\$ 20,000.00	1/3 due upon execution of the Contract; 1/3 due upon commencement of configuration & customization; 1/3 due at Go-Live.
Project Kickoff Data Collection (onsite)	Onsite meeting to kick off the project and collection of required data.	\$ 13,000.00	Due upon completion of onsite data collection
SME Training (Runs concurrently with Data Collection.	One day of onsite SME Training with up to 4 students per day for each PreBuilt.	\$ 16,000.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Configuration & Customizations	Configure PreBuilts based on Client Information provided in the Worksheets.	\$ 21,875.00	Due upon completion of the configuration
Initial Data Conversion	Convert both data into the Client database. Validate data conversion with client and test environment.	\$ 20,000.00	Due upon completion of the initial data conversion
Remote Infrastructure Review	Remote review of client's hardware infrastructure.	\$ 2,500.00	Due upon completion of remote infrastructure review
Installation (remote)	Setup environments (production & test) on client site. Test to ensure proper operation. May require on site setup determined at Kickoff Meeting.	\$ 3,750.00	Due upon completion of the remote installation

On Site Implementation and Validation Training.	Validate initial configuration with the client onsite and implement any refinements arising out of the validation.	\$ 18,750.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
System Administrator, Reporter & Designer (Application Builder) Training	3 day course for System Administrators.	\$ 4,800.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Configuration Refinement	Make any changes to configurations based upon initial implementation and validation.	\$ 12,000.00	Due upon completion of Configuration Refinement
End User Training	Onsite training for users of the PreBuilts: <ul style="list-style-type: none"> • Property Information • Permits & Inspections • Code Enforcement • Planning • Cashiering 	\$ 22,125.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Data Update / Install (Remote)	Final data update/conversion to get current data into client database for go-live. Must be the same scripts used in initial data conversion. Data must be verified by both MSC and Client before go-live. Sign off required.	\$ 5,000.00	Due upon completion of final data conversion
Offsite (standard) Go Live Assistance (remote)	Go Live assistance.	\$ 4,000.00	Due upon Go Live.
Total Services-Phase I		\$ 163,800.00	

Annual Software Maintenance-Phase 1	Deliverables	Payment Milestone	Payment Terms
ASM-Phase 1	Provides: <ul style="list-style-type: none"> • All major and minor software upgrades • Unlimited technical support; • Prepaid registration at the annual User Conference for 2 attendees; • Unlimited access to the Municipal Software FTP site • Unlimited access to the Municipal Software Knowledgeshare 	\$ 49,700.00	Due upon the first anniversary of the initial project going live. Annual increase thereafter of 4%.

Public Portal Fee	Provides: Unlimited citizen access to online services including: • Apply for a permit; check status of a permit; pay for a permit • Schedule an inspection or check status of an inspection • File a code complaint • View Planning application status, reviews and hearings	\$ 10,000.00	Included in Licensing cost above as a one time License fee, subject to terms of License payment above and ASM.
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Summary of Investment-Phase 1	Price
Total Services & Training-Phase 1	\$ 163,800.00
Total Licensing-Phase 1	\$ 239,500.00
Total Phase 1 Project (Excluding Options & Travel)	\$ 403,300.00

Travel Costs-Phase 1	Deliverables	Payment Milestone	Payment Terms
Standard Implementation Travel Costs	Budget for travel and expenses for services to be conducted on site at Lee's Summit (including the Sys Admin Training, the budget assumes 5 on site trips and 31 days spent on site). If additional travel is mutually agreed to be warranted, this will be charged at actual cost of travel and accommodation expenses plus \$50/day per diems for meal expenses. Invoiced on commencement of on site services and due net 30 days	\$ 8,000.00	Invoiced on commencement of on site services and due net 30 days
System Administrator Training Travel	Budget for travel and expenses for services to be conducted on site at Lee's Summit (including the Sys Admin Training, the budget assumes 5 on site trips and 31 days spent on site). If additional travel is mutually agreed to be warranted, this will be charged at actual cost of travel and accommodation expenses plus \$50/day per diems for meal expenses. Invoiced on commencement of on site services and due net 30 days	\$ 2,100.00	Invoiced on commencement of on site services and due net 30 days
Total Travel Costs-Phase 1		\$ 10,100.00	

Software Licensing-Phase 2	Deliverables	Payment Milestone	Payment Terms
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Software Licenses Include:
5 CityView Application Client - Desktop

PreBuilts:
1 CityView Licensing

- MSC will:
- Set up as a client on FTP site
 - Provide documentation to download the latest version of CityView off the FTP site
 - Send the licensing key for CityView Licenses
 - Provide documentation to download the PreBuilts from the FTP site

\$22,500

Invoiced and due upon initialization of Data Collection of Phase 2.

Summary of Agreement	Price
Total Licensing-Phase 1	\$ 239,500.00
Total Services & Training-Phase 1	\$ 163,800.00
Total Travel Costs-Phase 1	\$ 10,100.00
Total Licensing-Phase 2	\$ 22,500.00
Total Phase 1 Licensing, Services, Training, Travel	\$ 415,900.00
Total Phase 2 Licensing	\$ 22,500.00

Phase 2-PreBuilt Implementation Licensing PreBuilt.*	Deliverables	Payment Milestone	Payment Terms
Project Management*	Ongoing management of all implementation services described below.	\$ 5,000.00	13 due upon Project Kickoff/Data Collection; 1/3 due upon commencement of configuration & customization; 1/3 due at Go-Live.
Project Kickoff Data Collection (onsite)*	Onsite meeting to kick off the project and collection of required data.	\$ 3,000.00	Due upon completion of onsite data collection
SME Training (Runs concurrently with Data Collection.*	One day of onsite SME Training with up to 4 students per day for each PreBuilt.	\$ 4,250.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Configuration & Customizations*	Configure PreBuilts based on Client Information provided in the Worksheets.	\$ 5,000.00	Due upon completion of the configuration
Initial Data Conversion*	Convert both data into the Client database. Validate data conversion with client and test environment.	\$ 6,250.00	Due upon completion of the initial data conversion
Remote Infrastructure Review*	Remote review of client's hardware infrastructure.	\$ -	Due upon completion of remote infrastructure review
Installation (remote)*	Setup environments (production & test) on client site. Test to ensure proper operation. May require on site setup determined at Kickoff Meeting.	\$ -	Due upon completion of the remote installation

On Site Implementation and Validation Training.*	Validate initial configuration with the client onsite and implement any refinements arising out of the validation.	\$ 3,250.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Configuration Refinement*	Make any changes to configurations based upon initial implementation and validation.	\$ 2,000.00	Due upon completion of Configuration Refinement
End User Training*	Onsite training for users of the PreBuilts: • Licensing	\$ 2,625.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Data Update / Install (Remote)*	Final data update/conversion to get current data into client database for go-live. Must be the same scripts used in initial data conversion. Data must be verified by both MSC and Client before go-live. Sign off required.	\$ -	Due upon completion of final data conversion
Offsite (standard) Go Live Assistance (remote)*	Go Live assistance.	\$ 1,000.00	Due upon Go Live.
Total Services-Phase 2*		\$ 32,375.00	

***Actual amount of Phase 2 Services to be determined prior to Phase 2 Kickoff and Data Collection; pending further discussion of configuration requirements to be distributed between MSC and City of Lee's Summit after Phase 1 System Administrator, Designer & Reporter Training.**

Annual Software Maintenance-Phase 2	Deliverables	Payment Milestone	Payment Terms
ASM-Phase 2	Provides: • All major and minor software upgrades • Unlimited technical support; • Prepaid registration at the annual User Conference for 1 attendee; • Unlimited access to the Municipal Software FTP site • Unlimited access to the Municipal Software Knowledgeshare	\$ 4,500.00	Due upon the first anniversary of the initial project going live or upon Go-Live of Phase 2, whichever occurs last. Annual increase of 4% thereafter.
Summary of Investment-Phase 2		Price	
Total Services & Training-Phase 2*		\$ 32,375.00	
Total Licensing-Phase 2		\$ 22,500.00	
Total Phase 2 Project (Excluding Options & Travel)*		\$ 54,875.00	

Travel Costs-Phase 2	Deliverables	Payment Milestone	Payment Terms
Standard Implementation Travel Costs*	Budget for travel and expenses for services to be conducted on site at Lee's Summit (including the Sys Admin Training, the budget assumes 5 on site trips and 31 days spent on site). If additional travel is mutually agreed to be warranted, this will be charged at actual cost of travel and accommodation expenses plus \$50/day per diems for meal expenses. Invoiced on commencement of on site services and due net 30 days	\$ 8,000.00	Invoiced on commencement of on site services and due net 30 days
Total Travel Costs-Phase 2		\$ 8,000.00	

Optional Services	Deliverables	Payment Milestone	Payment Terms
Any Optional Services or Change Orders	As requested; to be billed at a rate of \$150 per hour plus 20% Project Management. If additional travel is mutually agreed to be warranted, this will be charged at actual cost of travel and accommodation expenses plus \$50/day per diems for meal expenses.	TBD	Projects to be billed as due upon completion; Travel to be billed as incurred.
Total Optional Services		\$ -	

ATTACHMENT 2



SOFTWARE LICENSE AND SUPPORT AGREEMENT

1. LICENSE

Municipal Software Corporation (hereinafter called 'MUNICIPAL') hereby grants to the person or corporation who purchased this License (hereinafter called the 'Licensee') a non-transferable, non-exclusive license to:

- (a) Use the CityView application software (hereinafter called the 'PROGRAM'), containing the system modules described in Schedule "A" attached to this document. The PROGRAM is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) of that computer;
- (b) Copy the PROGRAM into any machine readable or printed form for back-up, archival or modification purposes in support of the Licensee's use of the PROGRAM on the computer system PROVIDED THAT:
 - (i) the Licensee shall maintain a record of the number and location of copies made; and
 - (ii) the copies, together with the original, shall remain the property of MUNICIPAL;
- (c) Modify the PROGRAM or merge it with another program for the Licensee's use on any single machine PROVIDED THAT:
 - (i) any portion of the PROGRAM modified or merged into another program shall continue to be subject to the terms and conditions of the Agreement; and
 - (ii) upon termination of this Agreement, the PROGRAM or portion thereof shall be completely removed from the modified or merged program and destroyed or returned to MUNICIPAL at the request of MUNICIPAL.

2. SUPPORT

In consideration of payment of the annual support and maintenance fee, MUNICIPAL will provide:

- (a) Priority response on support requests regarding licensed programs (and PROGRAM updates) as defined in the Service Level Agreement (hereinafter called the "SLA") as described in Schedule "B",
- (b) Remote diagnosis of operational issues related to the PROGRAM and PROGRAM updates, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow MUNICIPAL to provide such assistance.
- (c) PROGRAM updates for licensed programs at no extra charge except for magnetic media and courier costs, these updates to include minor changes, enhancements, improvements, and problem resolutions (excludes all Xpress Licensees);

In consideration of the services set out above, the Licensee agrees to pay for each Licensed User installation, the software maintenance charge which shall be submitted by MUNICIPAL no later than one month prior to the date of expiration as specified in Schedule "A" (excludes all Xpress Licensees).

3. ACCESS TO PROGRAM SOURCE CODE (excludes all Xpress Licensees)

MUNICIPAL acknowledges that it has entered into an agreement (hereinafter called the "Escrow Agreement") with Jones Emery Hargreaves Swan, Barristers and Solicitors, having an office at Suite 1212 - 1175 Douglas Street in the City of Victoria, in the Province of British Columbia. A copy of the Escrow Agreement is attached to the Commercial Services Agreement as Attachment 3. Said Escrow Agreement provides that a Licensee may gain access to program source code for purposes of maintaining and supporting their PROGRAM licenses all as provided in the Escrow Agreement.

MUNICIPAL agrees that for so long as this Software License and Support Agreement is in effect it will deposit and periodically update, at MUNICIPAL's sole cost, a copy of the current version of the PROGRAM source code for all programs for which the Licensee holds licenses as described in Schedule "A" attached hereto in Escrow.

MUNICIPAL further agrees that for so long as this Software License and Support Agreement is in effect it will take no steps or actions which would have the effect of modifying or eliminating the Escrow Agreement without first having received written permission from the Licensee to so do.

4. TERM

This Agreement is effective upon installation and/or payment of the license fee and shall remain in effect for the term set out in schedule "A" attached hereto, and upon expiration of the initial term shall automatically renew for an identical term upon payment of the annual support and maintenance fee for the renewal term. This Agreement may be renewed for up to four (4) renewal terms. This Agreement will terminate should Licensee fail to pay the annual support and maintenance fee for any renewal term prior to the anniversary date of this Agreement. The Licensee may terminate this Agreement upon the giving of not less than sixty (60) days written notice to MUNICIPAL prior to each anniversary date of this Agreement. The Licensee may also terminate this Agreement provided that MUNICIPAL is in breach of this Agreement and MUNICIPAL has not responded to the Licensee within thirty (30) days from the date of the written request of the Licensee, which response did not reasonably include an identification of the problem, the timetable for resolution, and the proposed scope of the work required to resolve the problem. MUNICIPAL can terminate this Agreement if the Licensee is in breach of this Agreement and fails to cure such breach within thirty (30) days after written notice from MUNICIPAL, including for non-payment within sixty (60) days of invoice date. In case of termination, the Licensee shall at the request of MUNICIPAL either:

- (a) Destroy the PROGRAM together with all copies, modifications and merged portions, or
- (b) Return the PROGRAM together with all copies, modifications, and merged portions to MUNICIPAL.

Upon termination the Licensee shall certify in writing that the original and all copies, modifications and merged portions in any form have either been returned to MUNICIPAL or have been destroyed. Sections 5, 6, 7 and 8 shall continue on and survive notwithstanding termination of this Agreement.

5. MUNICIPAL'S PROPRIETARY RIGHTS

The grant of the License herein contained permits the limited use of the PROGRAM by the Licensee. Title to and all property in the PROGRAM, its name, logo and computer stored data shall remain exclusively with MUNICIPAL.

The Licensee hereby acknowledges that the PROGRAM is the property of MUNICIPAL, constitutes a MUNICIPAL trade secret, and agrees to exercise due care and diligence in safeguarding the PROGRAM and MUNICIPAL's proprietary interest.

The Licensee also acknowledges that any negligence or deliberate violation of this Agreement on its part which results in failure to protect MUNICIPAL's proprietary interest in the PROGRAM shall actually and materially damage MUNICIPAL. In the event that MUNICIPAL feels that there is cause for damage, it is MUNICIPAL's responsibility to provide notice of damage and proof of damage. As part of this notice and proof of damage requirement, MUNICIPAL will be responsible for quantification of damages. Licensee shall have 30 days to respond to this notice prior to any further action.

In order to ensure compliance with the terms of this Agreement, MUNICIPAL shall be entitled, upon reasonable notice to Licensee and subject to MUNICIPAL's compliance with Licensee's reasonable security measures, to enter upon the Licensee's premises during normal business hours and require the Licensee to produce such information, records and documents as may be required to ascertain compliance.

MUNICIPAL may revise or update the PROGRAM or its product from time to time but shall have no obligation to provide such revision or update to the Licensee, unless the Licensee has paid in full the Annual Software Maintenance fee.

6. LIMITED WARRANTY

MUNICIPAL warrants only that:

- (a) the application shall perform as specified in MUNICIPAL's response to the functional requirements contained in RFP #07-188 and to the Scope Document to be produced as part of the Implementation except where differences may be noted in the Scope Document. Where differences are noted in the Scope Document, the Scope Document shall be the prevailing document.

- (b) the CD or diskette or cassette or magnetic tape on which the PROGRAM (including PROGRAM updates) is provided, shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to the Licensee as evidenced by the Licensee's delivery receipt.

Except as specifically provided above, MUNICIPAL expressly disclaims all warranties in the PROGRAM, including, but not limited to the implied warranties of quality or fitness for a particular purpose. Except as provided in 6(a) above, the Licensee assumes sole responsibility for the selection of the PROGRAM to achieve the Licensee's intended results, and for the installation, use and results obtained from the PROGRAM.

7. LIMITATIONS OF REMEDIES

MUNICIPAL's entire liability and the Licensee's exclusive remedy shall be:

- (a) If MUNICIPAL is unable to deliver the application described in 6(a) above, Licensee shall have the option of terminating this Agreement by providing written notice thereof to MUNICIPAL. MUNICIPAL shall have ninety (90) days following such notice to provide an acceptable application to Licensee. Should MUNICIPAL fail to provide an acceptable application within the time allowed, Licensee shall be entitled to a refund in full of licensing fees.

In no event shall MUNICIPAL'S liability to the Licensee for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use the PROGRAM exceed the limits of any applicable insurance coverage which MUNICIPAL may obtain and maintain pursuant to contractual requirements with Licensee.

8. INJUNCTIVE RELIEF

The Licensee agrees that the breach of any term, provision or condition of this Agreement by the Licensee may cause irreparable damage to MUNICIPAL in which case an award of damages may not be adequate relief to MUNICIPAL. Therefore, the Licensee agrees that in addition to all the remedies available to MUNICIPAL in the event of any breach of this Agreement by the Licensee, MUNICIPAL shall have the right to obtain timely injunctive relief to protect its proprietary right.

9. GOVERNING LAW

The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the State of Missouri without reference to principles of conflict of laws.

10. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

11. RIGHT TO ASSIGN

This Agreement and the rights and liabilities hereunder shall not be assigned by the Licensee unless consent in writing is obtained from MUNICIPAL.

12. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

13. DELIVERY AND PAYMENT

Acceptance of delivery of payment of the licenses or software maintenance constitutes acceptance of the terms of this Agreement.

**SCHEDULE A
LIST OF LICENSED SOFTWARE AND TERM OF LICENSE**

This is Schedule 'A' attached to and made part of a Software License and Support Agreement dated _____, 2008 between Municipal Software Corporation and the City of Lee's Summit. The term of license is set forth in paragraphs 3.2.1 Phase I and 3.2.2 Phase II of the Service Agreement.

This Software License and Support Agreement is valued at \$49,700.00 for Phase I and an additional \$ 4,500.00 for Phase II.

The following concurrent program licenses consist of:

QUANTITY	PRODUCT DESCRIPTION
69	Application Client
1	Application Builder
1	Browser Client
46	GIS Extension

In addition to the above, the City of Lee's Summit has purchased the following CityView Products:

CityView Public Portal

CityView Server

CityView PreBuilds:

CityView Property Information

CityView Permits & Inspections

CityView Code Enforcement

CityView Planning

CityView Cashiering

CityView Licensing

**SCHEDULE B
SERVICE LEVEL AGREEMENT**

**Getting Started
CityView Standard Support
Service Level Agreement**

July 3, 2008

CityView Standard Support – Service Level Agreement

Contract Term: 1 Year (renewable annually)

Support Requests Allowed: Unlimited

Support Channels

Web: *Submit Support Requests and check previously submitted incidents on a 24x7 basis through a web-enabled CRM.* www.municipalsoftware.com/supportrequests

Search the Knowledge Base www.municipalsoftware.com/knowledgeshare

Downloadable Updates: <http://www.municipalsoftware.com/downloads>

Telephone: *Available between 5:30 am and 5:30 pm PT on regular business days.* 1.866.988.8324

Email: *Will be logged to the Municipal Software CRM.* support@municipalsoftware.com

What to Expect from Customer Support

Hours of Coverage

Coverage hours are 5:30 a.m. to 5:30 p.m. Pacific Time from Monday through Friday, excluding Municipal Software observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by Municipal Software Customer Support.

Support Requests

There are three methods to log a Support Request – online, by phone and by e-mail.

Our online support system allows you to enter the problem details through the website noted above. You will immediately receive a computer-generated message that acknowledges receipt of your Support Request including details of the problem and a tracking number. Each time the status of this incident changes, you will receive a notification.

Telephone calls to Customer Support will be answered live during business days. If we are helping another Customer and are unable to answer the phone, please leave a message, with your contact information, Support Request tracking number, and a description of the issue. We respond to messages in a priority sequence.

You can also send us an email to open a Support Request or follow up on an existing issue. We respond to emails in a priority sequence.

Support Request Prioritization

Customer Support has guidelines, specified in Table 1 below, for prioritizing Support Requests. Requests are processed in order of priority followed by order of submission.

Table 1. Service Level Agreement

Priority	Definition	Initial Response Time*	Commitment (Municipal Software and Customer)	Examples
1 High	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	Municipal Software and Customer will commit necessary resources to fix problem or obtain a workaround.	<ul style="list-style-type: none"> ▪ Users cannot login ▪ Business process halted
2 Medium	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	Municipal Software and Customer will commit resources during normal business hours to resolve issue or obtain workaround.	<ul style="list-style-type: none"> ▪ Cannot print ▪ Cannot process payments ▪ Application response is exceptionally slow
3 Normal	Moderate to negligible impact. No impact to business.	24 Hours	Municipal Software and Customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	<ul style="list-style-type: none"> ▪ Non-critical feature not working ▪ Feature works but requires user intervention
4 Info.	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	<ul style="list-style-type: none"> ▪ Help file clarification ▪ Form design not in production

- Response time targets are during business hours only.

Follow-up and Resolution

If we require additional information relating to your Support request, we will contact you by email or phone for that information. We strive for as quick a resolution as possible and we will provide an estimated resolution time, if possible, providing we have all required information. Due to the complexity and variety of issues we are unable to guarantee resolution times. We will keep your Service Request open and notify you when a resolution is available.

Feature Requests

If you come across an idea that you think might make an enhancement to CityView, your input is always welcome. Please submit your suggestions through regular support channels. Any suggestions for enhancements become the property of Municipal Software. Municipal Software may use this information for any Municipal Software business purposes, without restriction, including for product support and development. Municipal Software will not use information in a form that personally identifies you.

Guidelines for working with Customer Support

Municipal Software wants to be as responsive as possible to your support needs. To accomplish this goal, we ask that you be an active part of the process. Following these guidelines will help us achieve a quicker resolution to your issues.

Designate your Primary Contacts

Designate up to three users to submit Support Requests. These users should be trained in the use of CityView and constitute the first line of support for your organization.

Additional Information and Response

- **Knowledge:** Your designated contacts should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.
 - **Self-sufficiency:** We ask you to be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching the Municipal Software website to determine if your issue is addressed before you submit it to us.
 - **Preparation:** When you call support, please be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. We ask that you have immediate access to the computer(s) on which Municipal Software products are running.
- **Information Collection:** As with any troubleshooting process, accurate and timely resolution depends on information. When you file a Support Request, please provide the following:
 - A detailed description of the issue,
 - A description of the steps you have taken to deal with the problem,
 - A timeline of how long the issue has existed or changed over time, and,
 - Attach any appropriate log files.

If we do not have this information, or we require more information, we will contact you. Note that if contact you for information or we don't hear back from you in ten business days, we will close your Support Request and mark it as "Closed".
- **Access to your System**

During the troubleshooting process, it may be necessary to access your CityView environment and related technologies. To accomplish this, you need to:

 - provide us with VPN access to your CityView and database servers with administrator access or,
 - Allow firewall access to www.copilot.com or www.webex.com, and,
 - Have your servers able to access ftp.municipalsoftware.com.

Limitations

The following are not covered by Municipal Software's Standard Support Agreement, but may be available as separate services on a time and materials basis:

- a) Services required due to misuse of Municipal Software maintained software;
- b) Services required due to software corrections, customizations, or modifications not developed by Municipal Software;
- c) Services required by the Customer to be performed by Municipal Software outside of Municipal Software's regular business hours;
- d) Services required to resolve or work-around problems that cannot be reproduced in Municipal Software's support environment;
- e) Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;
- f) Services requested by the Customer to implement software updates provided by Municipal Software.

Your Support Team



David Arrowsmith, Manager, Customer Support

Dave Arrowsmith joined Municipal Software in December 2006 as the Manager, Customer Support. Dave and his team handle all CityView related support issues and project deployment. Dave brings significant support-related experience to Municipal Software from his work with both private and public sector industry organizations. Prior to joining Municipal, Dave ran the Support department for a top 100 online retailer and established a fraud prevention team and technical writing group. Dave also established his own successful GIS consulting business, worked for a variety of high tech firms and the Canadian military in the Geomatics division.

Contact: DArrowsmith@MunicipalSoftware.com; 1.800.665.5647 ext. 244



John Edwards, Senior Support Engineer

John brings 10 years of experience in IT, a Computer Engineering Technologist designation and an MCSE designation to his position at Municipal Software. With 5 years of experience supporting CityView he has seen the evolution from its 7.x JET only days to today's smart client technology.

Contact: JEdwards@MunicipalSoftware.com; 1.800.665.5647 ext. 233



George Payer, Support Engineer

George has been part of the Municipal Software support team since 2005. Prior to joining the Company he worked for companies like Compaq and HP. His last position dealt with law enforcement arrest and booking software as well as database integration applications. He has also worked as a Network Administrator for a Northern Alberta Oil Refinery.

Contact: GPayer@MunicipalSoftware.com; 1.800.665.5647 ext. 257

**ATTACHMENT 3
ESCROW AGREEMENT**

To: Jones Emery Hargreaves Swan
Barristers and Solicitors
Suite 1212 - 1175 Douglas Street
Victoria, B.C.
V8W 2E1

To: Each Declarant (as defined hereunder)

Municipal Software Corporation acknowledges that each licensee under the terms of a valid, current Municipal Software Corporation Software License and Support Agreement which is not in default (the "Declarant") is a beneficiary under this Escrow Agreement and entitled to enforce legal rights and remedies hereunder.

1. Upon receipt by Jones Emery Hargreaves Swan of a Statutory Declaration from the Declarant or an authorized officer of the Declarant containing the following provisions:

- (a) The Declarant is a party to a Municipal Software Corporation Software License and Support Agreement and the Declarant is not in default under the terms of the agreement;
- (b) The Declarant has requested in writing performance of the Software License and Support Agreement by Municipal Software Corporation;
- (c) Municipal Software Corporation has not responded in writing to the Declarant within 30 days from the date of the written request of the Declarant, with a response which did not reasonably include an identification of the problem, the timetable for resolution, and the proposed scope of the work required to resolve the problem;
- (d) Notice of the intention of the Declarant to exercise the provisions of this Escrow Agreement has been served upon Municipal Software Corporation not less than 14 days prior to the date of execution of the Statutory Declaration;
- (e) The Declarant undertakes to copy the program source code, the subject of the Escrow Agreement, and to return the original to Jones Emery Hargreaves Swan and to use the program source code only for the purposes of supporting and maintaining its Municipal Software Corporation software program for its own internal corporate purposes;

Jones Emery Hargreaves Swan shall release to the Declarant the program source code as deposited by Municipal Software Corporation in a sealed envelope with Jones Emery Hargreaves Swan pursuant to this Escrow Agreement;

2. Municipal Software Corporation shall, during the term of this agreement, submit revised copies of the source code in a sealed envelope together with a list of current approved declarants entitled to receive the same subject to the conditions in (1) above. Such revisions shall be accompanied by a certificate from Municipal Software Corporation stating that:

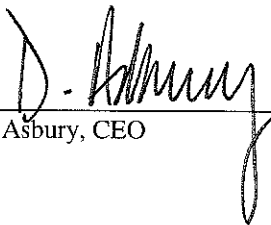
- (a) The contents of the escrowed materials are complete and would be understandable and useable by a reasonably knowledgeable computer programmer.
- (b) The contents accurately reflect the most current version of the licensed programs by the Licensee.
- (c) The contents incorporate all changes made to the licensed programs or the source material from the previous time the escrowed materials were delivered to Jones Emery Hargreaves Swan under this agreement.
- (d) The contents contain a separate CD or diskette that contains the CityView License Key Generator Program with instructions for use, and,
- (e) The contents contain no passwords, or other device that would prevent or prohibit the use of the escrowed materials at any time.

3. Municipal Software Corporation will ensure that revised copies of the source code will be placed with Jones Emery Hargreaves Swan within thirty (30) days after the public release of a licensed program or a licensed program update.

4. Jones Emery Hargreaves Swan shall, upon receiving such a certificate from Municipal Software Corporation, notify each of the declarants mentioned in (2) above, by mail of such receipt.
5. It is understood that the duties of Jones Emery Hargreaves Swan, as escrow holder are limited to those expressly set forth herein and, in addition to the carrying out of escrow instructions, are limited to taking reasonable care of the subject matter of this agreement. Jones Emery Hargreaves Swan make no representations or guarantee as to the escrow materials and shall not be obligated to inquire into the accuracy or completeness of the escrow materials or any declaration made hereunder. In the event that proceedings in a court of law arise in relation to the subject matter of this Escrow Agreement, Jones Emery Hargreaves Swan shall not be obligated to defend or enter an appearance and shall only be obligated to participate after the Declarant and Municipal Software Corporation have placed sufficient security for Jones Emery Hargreaves Swan's costs of such proceedings.
6. This agreement shall terminate ten (10) years from the date hereof, unless renewed by mutual written agreement. Jones Emery Hargreaves Swan may resign as escrow agent hereunder upon another party accepting the duties and obligations of escrow agent or upon providing the Declarant and Municipal Software Corporation with sixty (60) days advance written notice.

DATED at the City of Victoria, in the Province of British Columbia, this 3 day of July, 2008.

MUNICIPAL SOFTWARE CORPORATION



Dennis Asbury, CEO

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Exhibit C
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. SCOPE: The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. DEFINITIONS AS USED HEREIN:
 - (a) The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - (b) The term "respondent" means the person, firm or corporation who submits a formal sealed proposal.
 - (c) The term "City" means City of Lee's Summit, MO.
 - (d) The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - (e) The term "contractor" means the respondent awarded a contract under this proposal.
3. COMPLETING PROPOSAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the Purchasing Office, 220 S.E. Green Street, Lee's Summit, MO 64063, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. SUBMISSION OF PROPOSAL: Proposals are to be sealed and submitted to the Purchasing Office, 220 S.E. Green Street, Lee's Summit, MO 64063, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. ADDENDA: All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a written addendum. Submit EQUAL number of signed addendum with the number of proposals required. Verbal responses and/or representations shall not be binding on the City.
8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. BONDS: When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.
11. TERMINATION: Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
 - (a) TERMINATION FOR CONVENIENCE: In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - (b) TERMINATION FOR CAUSE: Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - (c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. INDEMNITY AND HOLD HARMLESS: Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this contract.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
20. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. DOMESTIC PRODUCTS: The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
23. CONFLICTS: No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
24. DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. FUND ALLOCATION: Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

Para 17 Revised by Legal 1-4-96, Para 21 Revised by Legal 10-31-03, Para 20 Added by Legal 8/02
 Para 17 Revised by Legal 9-14-06, Para 19 Added by Legal 3-12-07, Para 24 Added per Legal 4-12-07
 Para 18 Revised by Legal 4-12-07

EXHIBIT D
ADDENDUM

This Addendum is made this 10 day of July, 2008, to the Service Agreement for Permit Services Software RFP No. 07-188, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City" and Municipal Software Corporation, a British Columbia incorporated company, hereinafter referred to as "Service Provider".

WHEREAS, the parties entered into the Service Agreement whereby the Service Provider is to provide professional services to City regarding the implementation and licensing of certain software hereinafter referred to as the "City View Product Line"; and

WHEREAS, Service Provider has informed the City that ownership of Service Provider and/or its assets is changing; and

WHEREAS, to provide assurance to the City regarding the services which will be available now and in the future, the parties wish to clarify and supplement the Service Agreement.

NOW, THEREFORE, the City and Service Provider agree as follows:

1. Service Provider agrees that it will provide maintenance and support services for the City View Product Line, for not less than five (5) years following the "Go Live" date as that term is used in the Service Agreement; and that maintenance and support services provided to the City will not be materially different from those described in the attachments to the Service Agreement.


2. If the City View Product Line is discontinued and/or Service Provider makes available a new or replacement product/software which is similar in functionality, then City shall have the option to utilize such new or replacement product/software. This option may be exercised by providing written notice to Service Provider. If City exercises this option, Service Provider will make available to City at no additional cost the server and client software licenses for the new or replacement product/software in a quantity and/or function equivalent to the server and software licenses currently being used by the City with the exception that any third party software products or licenses required will be purchased by the City. In addition, for a period of five (5) years following the "Go Live" date, Service Provider will furnish and provide any and all professional services necessary for migration of the City to the replacement product/software at its cost which is estimated to be approximately fifty percent (50%) of Service Provider's standard rate for such services. Upgrades or updates to the City View Product Line shall not be considered as new or replacement product/software for the purposes of this paragraph.

3. This Addendum shall be binding on Service Provider and its successors or assigns.

4. Except as amended herein the Service Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

City of Lee's Summit



Interim City Manager


7/10/18

Date

Approved as to form


Assistant City Attorney

Municipal Software Corporation



President; CEO

Title

July 3, 2008

Date

Packet Information

File #: BILL NO. 16-214, **Version:** 1

AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.

Issue/Request:

AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.

Key Issues:

The Lee's Summit Municipal Airport's current liability insurance program expires on October 15, 2016.

The City engaged its' insurance broker to market the Airport liability insurance program and received a favorable renewal offer from the incumbent carrier which represents a 20% reduction in premium costs, with a guaranteed three year rate of \$12,650.00 per year.

In the event that the City determines that additional coverage is needed before the expiration of the three year rate guarantee, it can opt to obtain additional coverage without incurring a penalty through the carrier.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.

Background:

In October 2013, the City Council authorized the City Manager to enter into an Agreement with Ace Property and Casualty Insurance Company for a liability insurance program ("Program") for the Lee's Summit Municipal Airport. The Program guaranteed an annual premium rate of \$15,850.00 per year for three years. The Program's final year at that rate was October 15, 2015 to October 15, 2016.

In response to the expiring premium, the City of Lee's Summit engaged the services of its' contracted insurance broker, Lockton Companies, to market the Lee's Summit Municipal Airport's liability insurance program. Over the past three years, the Lee's Summit Municipal Airport has experienced zero reported claims to its liability carrier for losses, which generally results in more favorable premiums.

A total of four (4) providers submitted premium offers to the Lee's Summit Municipal Airport for the provision of airport liability insurance. The most favorable offer came from the incumbent provider, Ace Property and Casualty Company, underwritten by Chubb Aerospace. For the same coverage as the Lee's Summit Municipal Airport currently maintains (\$15,000,000.00 limits), Ace is offering a guaranteed premium rate of \$12,650.00 per year, again with a three year rate guarantee. This represents 20% reduction in the premium cost from the prior insurance program. Other insurance companies and their premium quotes for the same coverage limits were only guaranteed for one year, and were as follows:

Starr Indemnity	\$14,680.00
AIG	\$16,420.00
Endurance Insurance Co.	\$19,000.00

Ace also submitted an offer of coverage to the Lee's Summit Municipal Airport for \$30,000,000 limits for a total annual premium of \$18,750.00, with a three year rate guarantee. If the City determines that, as a result of the growth at the Lee's Summit Municipal Airport, additional limits are needed, the City can opt to move from the \$15,000,000 limits coverage without penalty under Ace's proposal, even with the three year rate guarantee.

Impact/Analysis:

[Enter text here]

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Jackie McCormick Heanue, Chief Counsel of Management and Operations

Staff recommends approval of AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 16-214

AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.

WHEREAS, the City of Lee's Summit, Missouri, is a constitutional charter city, organized and existing under the laws of the State of Missouri (hereinafter "City"); and,

WHEREAS, the City currently maintains a liability insurance program for the Lee's Summit Municipal Airport (hereinafter "Airport") through Ace Property and Casualty Insurance Company; and,

WHEREAS, the Airport liability insurance program expires on October 15, 2016; and,

WHEREAS, the City requested its' broker, Lockton Companies, to market the Airport liability insurance program to obtain quotes for coverage; and,

WHEREAS, a total of four (4) offers were submitted by insurance companies to provide liability insurance to the Airport; and,

WHEREAS, the incumbent carrier, Ace Property and Casualty Insurance Company, underwritten by Chubb Aerospace, submitted an offer to renew the Airport's liability insurance program at a rate of \$12,650.00 per year, with two automatic renewal options at the same rate, which represented the most favorable offer submitted; and,

WHEREAS, the City desires to accept the quote from Ace Property and Casualty Insurance Company, underwritten by Chubb Aerospace, for the provision of Airport liability insurance and enter into an Agreement to procure liability insurance coverage for the period beginning October 15, 2016.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the quote for Airport liability insurance from Ace Property and Casualty Insurance Company, underwritten by Chubb Aerospace, in an annual amount not to exceed \$12,650.00 with the option of two (2) annual renewals at the same rate is hereby is accepted and the City Manager is authorized to execute any agreements and other documents necessary to effectuate the procurement of said coverage with Ace Property and Casualty Insurance, underwritten by Chubb Aerospace on behalf of the City of Lee's Summit.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 3. That should any section, sentence, or clause of this ordinance be declared

BILL NO. 16-214

invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said City this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Jackie McCormick Heanue

Packet Information

File #: BILL NO. 16-215, **Version:** 1

AN ORDINANCE APPROVING MODIFICATION NO. 1 TO RFP NO. 2015-107 TO PROVIDE FOR PHASE 2, RECORDS CONSULTING SERVICES, WITH MCCi, LCC, IN AN AMOUNT NOT TO EXCEED \$23,750.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCi, LLC, ON BEHALF OF THE CITY.

Proposed Committee Motion:

I MOVE TO RECOMMEND TO THE CITY COUNCIL ADOPTION OF AN ORDINANCE APPROVING MODIFICATION NO. 1 TO RFP NO. 2015-107 TO PROVIDE FOR PHASE 2, RECORDS CONSULTING SERVICES, WITH MCCi, LCC, IN AN AMOUNT NOT TO EXCEED \$23,750.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCi, LLC, ON BEHALF OF THE CITY.

Key Issues:

Modification No. 1 provides for assistance from MCCi's Certified Records Manager (CRM) to City departments in developing departmental records management policies and procedures. The CRM will be working with members of the Records Review Board, which is comprised of representatives from each department. This process is scheduled to be completed no later than April of 2017.

Background:

In January of 2015, the City Manager presented to the Council his intent for a Records Management Audit, the first step in providing more unified records management practices throughout the organization. Following the RFP process, the City awarded the agreement to MCCi, LLC by Ordinance No. 7727, approved by the City Council on October 15, 2015. The audit was conducted, a report was provided and MCCi made a presentation to the City Council on February 4, 2016.

In January of 2016, the City Manager informed the Council that Phase 2 of the Audit will provide further records management services from MCCi. Modification No. 1 to the original RFP with MCCi, LLC, outlines the additional services to be provided and is attached to this packet form.

Presenter: Denise Chisum

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING MODIFICATION NO. 1 TO RFP NO. 2015-107 TO PROVIDE FOR PHASE 2, RECORDS CONSULTING SERVICES, WITH MCCi, LCC, IN AN AMOUNT NOT TO EXCEED \$23,750.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCi, LLC, ON BEHALF OF THE CITY.

BILL NO. 16-215

AN ORDINANCE APPROVING MODIFICATION NO. 1 TO RFP NO. 2015-107 TO PROVIDE FOR PHASE 2, RECORDS CONSULTING SERVICES, WITH MCCi, LCC, IN AN AMOUNT NOT TO EXCEED \$23,750.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCi, LLC, ON BEHALF OF THE CITY.

WHEREAS, the City Manager recognized a need for more unified records management practices throughout the organization; and,

WHEREAS, in response to this need, an RFP was issued on August 14, 2015, and subsequently awarded to MCCi, LLC by Ordinance No. 7727, approved by the City Council on October 15, 2015; and,

WHEREAS, MCCi performed the Audit within the prescribed Scope of Services and provided a written report outlining the findings of said Audit, as well as a presentation to the City Council on February 4, 2016; and,

WHEREAS, the City Manager presented his recommendation for Phase 2 of the Audit to the City Council, which will provide further records management assistance; and,

WHEREAS, MCCi has provided an additional scope of services which addresses the items in Phase 2 as recommended by the City Manager, and has provided a total cost for said additional scope of services in the total amount of \$23,750.00; and,

WHEREAS, the City and MCCi desire to enter into a modification of the original RFP to incorporate additional scope of services items in order to implement Phase 2 of the Audit as recommended by the City Manager.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That Modification No. 1 to RFP No. 2015-107 be and hereby is awarded to MCCi, LLC.

SECTION 2. That Modification No. 1 to RFP No. 2015-107 by and between the City of Lee's Summit, Missouri, and MCCi, LLC generally for the purpose of providing Phase 2 records consulting services in an amount not to exceed \$23,750.00, a true and accurate copy being attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved. The City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its adoption, passage, and approval by the Mayor.

PASSED by the City Council of Lee's Summit, Missouri this _____ day of _____, 2016.

Mayor Randall L. Rhoads

BILL NO. 16-215

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said City this _____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Denise R. Chisum*


APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Jackie McCormick Heanue



LEE'S SUMMIT MISSOURI

MODIFICATION No. 1 OF AGREEMENT 2015-107

1. Modification Number and Date Modification #1 DATE: September 19, 2016	2. Agreement Number: 2015-107 Agreement Period: October 15, 2015 – October 14, 2016									
3. Procurement Officer: DeeDee Tschirhart Telephone Number: 816-969-1087	4. Contractor Name/Address: MCCI 7940 Park Ridge Drive, Ft. Worth, TX 76137									
5. Issued by: City of Lee's Summit, MO Procurement and Contract Services Division 220 S.E. Green Street, Lee's Summit, MO 64063										
6. Special Instructions: Contractor is required to sign Block 8 showing acceptance of the below written modification and to return the original to address shown in Block 5 within 10 days after receipt, preferably by certified mail to insure a system of positive receipts. Modification shall be effective on the day of the City Manager's signature, unless otherwise designated.										
7. Description of Modification(s): 1. Implementation of Phase II: Assistance from MCCI to begin working with individual departments to roll out the City's overall Records Plan. The City has estimated that a total of nine days onsite will be needed to cover all required departments, to be done in three (3) different trips. The first engagement will be 3.5 days, to include an overview to all departments so they know what is expected prior to individual meetings. Phase II has a not to exceed amount of \$23,750.00. <table style="margin-left: 40px;"> <tr> <td>Phase I</td> <td>Not to Exceed Amount</td> <td>\$47,400.00</td> </tr> <tr> <td>Phase II</td> <td>Not to Exceed Amount</td> <td><u>\$23,750.00</u></td> </tr> <tr> <td colspan="2">REVISED AGREEMENT NOT TO EXCEED AMOUNT</td> <td>\$71,150.00</td> </tr> </table> <p style="margin-left: 40px;">Reference Council Approval of Phase I, Ordinance Number 7727 on October 15, 2015.</p> 2. Revised Contract Expiry Date: From October 14, 2016 To April 30, 2017		Phase I	Not to Exceed Amount	\$47,400.00	Phase II	Not to Exceed Amount	<u>\$23,750.00</u>	REVISED AGREEMENT NOT TO EXCEED AMOUNT		\$71,150.00
Phase I	Not to Exceed Amount	\$47,400.00								
Phase II	Not to Exceed Amount	<u>\$23,750.00</u>								
REVISED AGREEMENT NOT TO EXCEED AMOUNT		\$71,150.00								
8. Contractor's Signature:  <hr/> Name President 9/20/2017 <hr/> Title Date	9. City of Lee's Summit, Missouri <hr/> Stephen A. Arbo, City Manager Date APPROVED AS TO FORM: <hr/> Office of the City Attorney Date									
10. Distribution: Original: Bid File Copies to: Contractor Using departments										

Scope of Services – Phase 2

The City of Lee's Summit, MO desires assistance from MCCi to begin working with individual departments to roll out the City's overall Records Plan. The City has estimated that a total of 9 days onsite will be needed to cover all required departments. MCCi is proposing that this be separated into three different trips. The first engagement will be 3.5 days, with the first part being an overview to all departments so they know what is expected prior to their individual meetings.

Phase 2 will incorporate:

Records Retention Assessment – Phase 2 Focus Areas

Individual Department Meetings

- Purpose of Meetings:
 - Records Series Analysis for each department as pertaining to the State of Missouri Retention Schedules.
 - Assist departments with their specific records policies and implementing these into practice
 - Note – MCCi will provide written recommendations for the departments. However, the departments will need to actually write and adopt their specific records policies.
- MCCi will provide recommendations to include in departmental policies, procedures and practices to manage destruction, routing, storage, approval, amendment of the City's records.
- MCCi will provide standard forms, either hard copies or electronic, to assist in managing the destruction, routing, storage, approval, amendment, of the City's records.

Availability of Information

Materials/information needed for MCCi's assessment will be made available during regular business hours. The City of Lee's Summit shall provide access, within reason, and at no cost to the contractor, to all information relevant to the project.

Requirements

Department Liaisons will need to be scheduled prior to MCCi onsite time. They will need to be prepared to go through their files records series by record series, including the boxes that are currently stored at Iron Mountain.

Unknown boxes should be identified and pulled. MCCi Records Manager will assist in helping the departments decide whether to scan, retain paper, or destroy the records. This will be summarized in the final report for the departments, as well as recommendations regarding destruction process and if some records should be left at Iron Mountain or not.

PAYMENT & BILLING TERMS

This project will be invoiced upon completion of the proposed professional services, as outlined herein:

- Milestone 1:
 - Completion of First Onsite Meetings – 3.5 Days Onsite, 12 Hours CRM, 2 Hour Project Management
 - Deliverables:
 - Onsite Kickoff Meeting with all department liaisons to set expectations and outline schedules.
 - Onsite Meetings as explained in “Phase 2 Focus Area” above.
 - Written report as explained above.
- Milestone 2:
 - Completion of Second Onsite Meetings – 3 Days Onsite, 12 Hours CRM, 1 Hours Project Management
 - Deliverables:
 - Onsite Meetings as explained in “Phase 2 Focus Area” above.
 - Written report as explained above.
- Milestone 3:
 - Completion of Third Onsite Meetings – 3 Days Onsite, 12 Hours CRM, 1 Hour Project Management
 - Deliverables:
 - Onsite Meetings as explained in “Phase 2 Focus Area” above.
 - Written report as explained above.

TASK/PERSONNEL BREAKDOWN

Task No.	Description Of Task	Personnel Classification	Est Hours Per Personnel	Hourly Rate	Total Cost
<i>Records Management Consulting Days Onsite *Delivered by Certified Records Manager (CRM) *\$1,900 Daily Rate *Travel Expenses Included</i>	See Project scope above for detailed description of onsite time.	MCCi – Certified Records Manager Lee’s Summit – Project Manager, Records Manager, Departmental Liaisons involved in the records process (will only be needed during their allotted times)	9.5 Days Onsite	<i>\$1,900 Daily Rate *Travel Expenses Included</i>	<i>\$18,050</i>
<i>The onsite days will be scheduled across three different trips, each trip will be three days. The first trip will be 3.5 days.</i>					
<i>MCCi CRM Hourly Rate, per hour</i>	Report Development and data compilation as a result of the onsite time engaged with departments.	MCCi – Certified Records Manager	36	<i>\$140</i>	<i>\$5,040</i>
<i>MCCi Project Management Services</i>	Coordination of schedules for MCCi Records Manager in conjunction with Lee’s Summit staff. Overall management of project deliverables.	MCCi – Project Manager	4	<i>\$165</i>	<i>\$660</i>
Project Total Cost					\$23,750

Packet Information

File #: BILL NO. 16-216, **Version:** 1

AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.

Issue/Request:

AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.

Key Issues:

The City originally entered into agreements with the listed service providers in December, 2014 for the provision of various employee health and welfare benefits under RFP 2014-121, to begin January 1, 2015. Each agreement was for a term of one (1) year with the possibility of two (2) additional renewals for coverage. Agreements to secure coverage for calendar year 2017 will be the final available renewal under the current contracts.

* The City's Group Health Insurance Plan rates through Blue Cross and Blue Shield Of KC will expire on December 31, 2016 and a new benefit and rate confirmation must be approved to continue employee health coverage. A cost-plus addendum is also included, which outlines the payment arrangement between Blue Cross and Blue Shield of Kansas City and the City of Lee's Summit.

* The renewal for health premiums (Blue Cross and Blue Shield of KC) for the year 2017 resulted in an annual increase of 6.5%, far below the budgeted amount of 10%.

* Blue Cross and Blue Shield of KC will continue to fund \$35,000 towards the City's Wellness Program

* No increase in premiums for the VSP (vision plan) for 2017. The plan provides an increase in the eyeglass frame allowance from \$130 to \$160 every 24 months.

* The City negotiated a rate increase of 12% for the Employee Assistance Program (EAP). The cost per employee increased from \$1.53 to \$1.71 per month.

* Delta Dental of Missouri renewal for 2017 increased by 7%. The single rate for the Dental Plan is \$39.78 per month, up from \$37.14 per month and the family rate is \$100.10 per month, up from \$93.54 per month.

* Group Life and Long Term Disability rates were previously guaranteed for three years through agreements with The Standard and rates will not be re-negotiated until mid-2017 for an effective date of January 1, 2018.

Proposed Committee Motion:

I move to recommend to the City Council approval of AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.

Background:

The City annually renegotiates the terms of various agreements related to employee benefits programs. In 2017 contracts and rates were negotiated for our health plan through Blue Cross Blue Shield of KC, the dental plan through Delta Dental of Missouri, and the Employee Assistance Program through New Directions. Delta Dental of Missouri previously provided a three year rate guarantee with increases capped at 7%, with 2017 being the third and final year for the rate guarantee. The 2017 increase was implemented at 7%, although, based on claims experience, it would have been expected absent a rate guarantee to see an increase of up to 8.2%. VSP coverage offered a rate hold for 2017 and 2018 and further increased the 24 month frame allowance benefit for members to \$160. The Employee Assistance Program proposed an increase of 15% but through negotiation the overall increase was reduced to 12% for 2017.

The renewal rates for the 2017 Health plan will be effective January 1, 2017 for all employees participating in the City's Health and Welfare plans

Presenter: Denise Kelly - Director of Human Resources

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.

Committee Recommendation: N/A

BILL NO. 16-216

AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.

WHEREAS, the City enters into Agreements with service providers for the provision of employee benefits including health, dental, vision, and life insurance as well as employee assistance services; and,

WHEREAS, agreements with Blue Cross Blue Shield of Kansas City, Delta Dental of Missouri, VSP Vision, New Directions and The Standard (hereinafter "Service Providers") were negotiated in 2014 for coverage beginning in 2015, and with renewal options for coverage for calendar years 2016 and 2017; and,

WHEREAS, the City has received renewal quotes from Service Providers for the provision of employee benefits for calendar year 2017; and,

WHEREAS, the City and selected Service Providers desire to enter into formal agreements supplementing the original Agreements and delineating the terms and conditions of the provision of services for calendar year 2017; and,

WHEREAS, a copy of the Blue Cross Blue Shield of Kansas City Cost Plus Addendum is attached hereto as "Exhibit A," a copy of the Blue Cross Blue Shield of Kansas City Benefit and Rate Confirmation for 2017 is attached hereto as "Exhibit B," a copy of the Delta Dental of Missouri Benefit Renewal is attached hereto as "Exhibit C," a copy of the VSP Vision Renewal is attached hereto as "Exhibit D," and a copy of the New Directions EAP Renewal is attached hereto as "Exhibit E."

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the calendar year 2017 employee benefit programs for the City of Lee's Summit for the provision of dental, vision, and life insurance as well as employee assistance services be and the same hereby are approved and the Agreements previously approved and entered into by the City by Ordinance No. 7539 on November 6, 2014, incorporated herein by reference be and the same hereby are ratified for calendar year 2017, subject to amendments made in the foregoing Exhibits A-E, and the City Manager is hereby authorized to execute any and all documents necessary to ensure renewal of the same.

SECTION 2. That the Blue Cross Blue Shield of Kansas City Cost Plus Addendum, attached hereto as "Exhibit A" and incorporated herein by reference, the Blue Cross Blue Shield Benefit and Rate Confirmations, attached hereto as "Exhibit B" and incorporated herein by reference, the Delta Dental of Missouri Benefit Renewal, attached hereto as "Exhibit C" and incorporated herein by reference, the VSP Vision Renewal, attached hereto as "Exhibit D" and incorporated herein by reference, and the New Directions EAP Renewal,

BILL NO. 16-216

attached hereto as "Exhibit E" and incorporated herein by reference, be and the same are hereby approved. The City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its adoption, passage, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri this _____ day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said City this _____ day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Jackie McCormick Heanue

GROUP BENEFITS

January 1, 2017 Inception

City of Lee's Summit, MO

Charlesworth Benefits, L.C.

*Consultants, Employee Benefits
Specialists*



Presented by:

Bob Charlesworth, CPCU, ARM, ALCM, AIS

2016 YTD SUMMARY

- Cost Saving Technology Programs added/modified during the year:
 - Telemedicine – as a \$40 office visit copay – live and immediate access to care 24/7 (amwell.com) (7/1)
 - Pharmacy Money Saving Solutions that notifies member of a lower cost drug or pharmacy (8/1)
 - Expansion of Patient Centered Medical Homes

2017 HEALTH RENEWAL FOCUS

- Moving to Self-Funded format in 2015 allows City:
 - Negotiate Claims Fees and Stop Loss
 - Save Premium Taxes
- Set City contribution percentage (100% Single/ 80% Family) based on the \$500 Deductible Plan.
 - 2015: Increased 3.7% City and 3.6% Employee
 - 2016: Increased 6.7%
 - **2017: Proposed Recommended Increase 6.5%**

GROUP HEALTH – KEY POINTS

- PPACA FEE/TAXES HAVE BEEN SAVED
 - 2014 Calendar Year Fees/Taxes: \$283,195 (fully insured)
 - 2015 Calendar Year Fees/Taxes: \$87,280
 - 2016 Calendar Year Fees/Taxes: \$93,214
 - 2017 Expected Fees/Taxes ~ = \$3,500
 - Transitional Reinsurance Fee ended;
 - Excise Tax waived for one year;
 - PCORI Fee continues
 - 2018 Expected Fees/Taxes ~ = \$75,000 (Excise Tax Reinstated)

FUNDING SUMMARY

- Funding to “Expected” Claim level in 2017 – the “at risk” aggregate difference is approx. **\$1,480,000** with reserve funds established by the City.
- Through the first 8-months of 2016:
 - 2 Members above Stop Loss
- Employees Pay 9.1% of Allowed Medical Charges in the form of Copayments, Deductibles & Coinsurance.

Health Plan Rate Breakdown

		2016 Rates		2017 Rates	
HDHP w/H.S.A.	Enrollment	City Share	EE Share	City Share	EE Share
Employee Only:	10	\$ 606.40	\$ (46.17)	\$ 645.00	\$ (49.00)
EE Plus Spouse or Child(ren):	1	\$ 1,040.91	\$ 158.14	\$ 1,110.40	\$ 169.60
EE & Family:	7	\$ 1,204.73	\$ 182.67	\$ 1,284.80	\$ 196.20
Preferred PPO	Enrollment	City Share	EE Share	City Share	EE Share
Employee Only:	160	\$ 606.40	\$ -	\$ 645.00	\$ -
EE Plus Spouse or Child(ren):	49	\$ 1,040.91	\$ 260.23	\$ 1,110.40	\$ 277.60
EE & Family:	69	\$ 1,204.73	\$ 301.18	\$ 1,284.80	\$ 321.20
Choice PPO	Enrollment	City Share	EE Share	City Share	EE Share
Employee Only:	133	\$ 606.40	\$ 69.79	\$ 645.00	\$ 74.00
EE Plus Spouse or Child(ren):	64	\$ 1,040.91	\$ 404.35	\$ 1,110.40	\$ 429.60
EE & Family:	154	\$ 1,204.73	\$ 468.43	\$ 1,284.80	\$ 499.20

WELLNESS UPDATE

- Monthly Wellness initiatives supported by BlueKC and the City's HR Department:
 - Wellness program continue numerous activities (administered by Nanci White), including:
 - Biometric Screenings & Health Risk Assessments
 - Monthly Lunch & Learns
 - Wellness is a key culture for the Benefit Program for the City of Lee's Summit, MO as CLAIMS DRIVE RATES!
 - Just finished Wellness Roundtable hosted by LSP&R – to begin greater focus on Community Wellness and key employers roll in such events and activities.

ANCILLARY INSURANCE AND SERVICES

- DENTAL – Delta Dental 3rd year agreement; Experience suggested 8.2%, but contractual max of 7% Rate Increase.
- VISION – VSP offer a rate hold for 2017 and 2018 while increasing frame allowance to \$160 from \$130.
- EAP – New Directions negotiated rate increase from \$1.53PEPM to \$1.71PEPM – paid 100% by City.
- Group Life & LTD – The Standard rates are guaranteed until 1/1/2018.
- Document Compliance Review, already approved by City Council – Hinkle Law Firm – to begin prior to end of 2016.

TOTAL CITY / EE FUNDING BREAKDOWN 2017

2016	CITY	EMPLOYEE
HEALTH	\$ 6,957,985	\$ 1,701,761
DENTAL	\$ 461,779	\$ 77,520
VISION	\$ 79,978	\$ 14,446
EAP	\$ 12,118	\$ -
LIFE & ADD	\$ 72,387	\$ 59,029
DISABILITY	\$ 109,181	\$ -
2017	CITY	EMPLOYEE
HEALTH	\$ 7,410,295	\$ 1,812,377
DENTAL	\$ 499,708	\$ 77,520
VISION	\$ 79,978	\$ 14,446
EAP	\$ 13,543	\$ -
LIFE & ADD	\$ 72,387	\$ 59,029
DISABILITY	\$ 109,181	\$ -

GROUP BENEFITS

City of Lee's Summit, MO

Presented by:

Bob Charlesworth

Charlesworth Benefits, L.C.

*Consultants, Employee Benefits
Specialists*



VSP Renewal Rates For: City of Lee's Summit - VSP Group #30026016
 Effective January 1, 2017 - Two Year Rate Guarantee



	Current Choice Plan (Employees)		Renewal Choice Plan (Employees)		Current Choice Plan (Retirees)		Renewal Choice Plan (Retirees)	
	VSP Provider	Open Access Amount	VSP Provider	Open Access Amount	VSP Provider	Open Access Amount	VSP Provider	Open Access Amount
Exams								
Exam	\$10 Copay	Up to \$45	\$10 Copay	Up to \$45	\$10 Copay	Up to \$45	\$10 Copay	Up to \$45
Contact Lens Fitting and Evaluation	Up to \$60	N/A	Up to \$60	N/A	Up to \$60	N/A	Up to \$60	N/A
Frequency:	Every 12 months		Every 12 months		Every 12 months		Every 12 months	
Lenses								
Single Vision Lenses	\$15 Copay	Up to \$30	\$15 Copay	Up to \$30	\$15 Copay	Up to \$30	\$15 Copay	Up to \$30
Lined Bifocal Lenses	\$15 Copay	Up to \$50	\$15 Copay	Up to \$50	\$15 Copay	Up to \$50	\$15 Copay	Up to \$50
Lined Trifocal Lenses	\$15 Copay	Up to \$65	\$15 Copay	Up to \$65	\$15 Copay	Up to \$65	\$15 Copay	Up to \$65
Lined Lenticular Lenses	\$15 Copay	Up to \$100	\$15 Copay	Up to \$100	\$15 Copay	Up to \$100	\$15 Copay	Up to \$100
Frequency:	Every 12 months		Every 12 months		Every 12 months		Every 12 months	
Frames: Up to plan allowance, then 20% off overage, In-network.								
Retail Frame Allowance:	\$130 Allowance	Up to \$70	\$160 Allowance	Up to \$70	\$130 Allowance	Up to \$70	\$160 Allowance	Up to \$70
Frequency:	Every 24 months		Every 24 months		Every 24 months		Every 24 months	
Contact Lenses: In lieu of eyeglass benefit, material copay applies to NCL.								
Elective Contact Lenses (ECL)	\$130 Allowance	Up to \$105	\$130 Allowance	Up to \$105	\$130 Allowance	Up to \$105	\$130 Allowance	Up to \$105
Medically Necessary (NCL)-Prior Auth	\$15 Copay	Up to \$210	\$15 Copay	Up to \$210	\$15 Copay	Up to \$210	\$15 Copay	Up to \$210
Frequency:	Every 12 months		Every 12 months		Every 12 months		Every 12 months	
Lens Enhancements								
Fixed Discounted Copays								
Lens Add-Ons & Services	20-25% avg savings	N/A	20-25% avg savings	N/A	20-25% avg savings	N/A	20-25% avg savings	N/A
Fully-Insured Rates								
Employee Only	\$7.31		\$7.31		\$7.31		\$7.31	
Employee + Family	\$16.72		\$16.72		\$16.72		\$16.72	
ELIGIBILITY CRITERIA					NOTES			
Child/Student Age Verification: Age limits managed by eligibility file and not enforced by VSP.			Domestic Partner Coverage: Not offered at this time.		1. All renewal options include VSP's Diabetic Eyecare Plus Program.			
RENEWAL ACCEPTANCE								
To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, sign and return this Renewal Exhibit to the email address or fax number below. VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.								

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By: _____
 Title: _____
 Date: _____

**CITY OF LEE'S SUMMIT, MO
GROUP HEALTH RATES 2017**

2017 ESTIMATED RATES - NO PLAN CHANGES - With Reserves - BLENDED & ROUNDED - RECOMMENDED

2017 ESTIMATED RATES - NO PLAN CHANGES - With Reserves - BLENDED & ROUNDED - RECOMMENDED												
HDPH w/H.S.A.	Health, EAP, Cobra	Employee Cost - MONTHLY	City Cost Same As Preferred Care	Current Enroll 2/2016	City Cost	EE Cost	BobC Expected	EAP (PAID BY CITY)	COBRA Fee	Reserve Refund	EE Diff/MTH	COBRA
Employee Only	\$ 596.00	-\$49.00	\$ 645.00	10	\$ 6,450	\$ (490)	\$573.56	\$ -	\$ 1.50	\$ 20.98	-\$3.14	\$ 607.92
Employee Plus Spouse or Child(ren)	\$ 1,280.00	\$169.60	\$ 1,110.40	1	\$ 1,110	\$ 170	\$1,232.02	\$ -	\$ 1.50	\$ 46.17	\$10.61	\$ 1,305.60
Employee & Family	\$ 1,481.00	\$196.20	\$ 1,284.80	7	\$ 8,994	\$ 1,373	\$1,426.18	\$ -	\$ 1.50	\$ 53.59	\$12.54	\$ 1,510.62
							\$ 631					
Preferred Care	Health, EAP, Cobra	Employee Cost - MONTHLY	City Cost 100% / 80%	Current Enroll	City Cost	EE Cost	BobC Expected	EAP (PAID BY CITY)	COBRA Fee	Reserve Refund	EE Diff/MTH	COBRA
Employee Only	\$ 645.00	\$0.00	\$ 645.00	160	\$ 103,200	\$ -	\$620.08	\$ -	\$ 1.50	\$ 23.20	\$0.00	\$ 657.90
Employee Plus Spouse or Child(ren)	\$ 1,388.00	\$277.60	\$ 1,110.40	49	\$ 54,410	\$ 13,602	\$1,334.91	\$ -	\$ 1.50	\$ 51.07	\$17.22	\$ 1,415.76
Employee & Family	\$ 1,606.00	\$321.20	\$ 1,284.80	69	\$ 88,651	\$ 22,163	\$1,545.61	\$ -	\$ 1.50	\$ 59.28	\$19.84	\$ 1,638.12
							\$ 10,305					
Preferred Choice	Health, EAP, Cobra	Employee Cost - MONTHLY	City Cost Same As Preferred Care	Current Enroll	City Cost	EE Cost	BobC Expected	EAP (PAID BY CITY)	COBRA Fee	Reserve Refund	EE Diff/MTH	COBRA
Employee Only	\$ 719.00	\$74.00	\$ 645.00	133	\$ 85,785	\$ 9,842	\$690.81	\$ -	\$ 1.50	\$ 26.57	\$4.30	\$ 733.38
Employee Plus Spouse or Child(ren)	\$ 1,540.00	\$429.60	\$ 1,110.40	64	\$ 71,066	\$ 27,494	\$1,480.95	\$ -	\$ 1.50	\$ 58.02	\$25.29	\$ 1,570.80
Employee & Family	\$ 1,784.00	\$499.20	\$ 1,284.80	154	\$ 197,859	\$ 76,877	\$1,715.08	\$ -	\$ 1.50	\$ 67.35	\$30.83	\$ 1,819.68
Employee Only		10%	90%	Monthly:	\$ 617,525	\$ 151,031						
Employee Plus Spouse or Child(ren)		28%	72%	Annual:	\$ 7,410,295	\$ 1,812,377						
Employee & Family		28%	72%	647	6.5%	6.5%						
					\$ 9,222,672							
Difference to 2016:					\$ 452,310	\$ 110,616						
							\$ 17,619					
							\$ 342,654					
							\$ 28,555					
							\$ 342,654					
							6.50%					
							overall%					

**Blue Cross and Blue Shield of Kansas City
COST-PLUS ADDENDUM**

This Cost-Plus Addendum amends and is incorporated into and made a part of the Group Contract(s) entered into by and between Blue Cross and Blue Shield of Kansas City, on behalf of itself and its subsidiary, Good Health HMO, Inc., d/b/a Blue-Care, if applicable (collectively, “BCBSKC”) and City of Lee’s Summit (“Employer”). This Addendum shall be effective January 1, 2017 (the “Effective Date”).

WHEREAS, the parties have entered into the Group Contract(s) numbered 34136000 and the associated Health and, if applicable, Dental Benefit Certificate(s) (collectively, the “Group Contract(s)”), pursuant to which BCBSKC has agreed to arrange for the provision of certain health care services and/or dental care to Employer’s eligible Employees and their covered Dependents in accordance with the terms, conditions, limitations and exclusions specified in the Group Contract(s);

WHEREAS, the parties desire to implement an alternative funding arrangement for the Group Contract(s), as set forth herein; and

WHEREAS, this Addendum, while implementing an alternative funding arrangement, does not alter any terms or conditions of the benefits covered under the Group Contract(s).

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article 1
Employer’s Obligations

1.1 Funding under Group Contracts. Employer agrees that the funding for coverage under the Group Contract(s) shall be determined as set forth in this Addendum.

1.2 Fixed Premium. Employer shall pay BCBSKC, on a monthly basis, the Fixed Premium in accordance with Article 3.2.

1.3 Employer’s Claims Obligations. In order to fulfill the Employer’s total financial obligations under the terms of this Addendum, the Employer shall make payments to BCBSKC as set forth herein and in accordance with Article 3.1. For each month that this Addendum is in effect, Employer shall pay to BCBSKC an amount set forth in (a) and (b) below:

- (a) the lesser of:
 - i. the Cumulative Paid Claims; or
 - ii. the Cumulative Monthly Claims Limit

LESS

(b) the Cumulative Prior Payment Amount.

Example:

	January	February	March	April
Paid Claims	70	80	110	90
Cumulative Paid Claims	70	150	260	350
Monthly Claims Limit	100	100	100	100
Cumulative Monthly Claims Limit	100	200	300	400
Cumulative Prior Payment Amount	0	70	150	260
Actual Payment Owed	70	80	110	90

Notwithstanding the foregoing: (1) Paid Claims in excess of the Individual Pooling Limit for any Covered Person will not be counted as Paid Claims for the purposes of the calculation set forth above; and (2) the Monthly Claims Limit for any given month during the term of this Addendum shall not be less than the Minimum Monthly Claims Limit set forth in Exhibit A (Cost Plus Provisions).

1.4 Statutory Assessments. To the extent BCBSKC is required to pay any Statutory Assessments, Employer will pay BCBSKC an amount equal to the Statutory Assessments based upon BCBSKC's determination of such amounts. BCBSKC shall bill the Employer these Statutory Assessments on the Monthly Settlement Report, and the Employer shall pay such Statutory Assessments in accordance with Article 3. If BCBSKC determines, in its sole and reasonable discretion, that its methodology for paying the Health Insurance Providers Fee (aka HIT Tax) was incorrect (e.g., BCBSKC required Employer to pay the HIT Tax on all amounts paid by Employer to BCBSKC, but BCBSKC subsequently determines that a portion of the amounts paid by Employer are not subject to the HIT Tax, or vice versa), resulting in an underpayment or overpayment by Employer of the HIT Tax, then BCBSKC shall notify Employer of the shortfall or excess, and: (a) Employer shall promptly pay to BCBSKC such shortfall; or (b) BCBSKC shall reimburse Employer for such excess (which may include, at BCBSKC's option, applying a credit to subsequent Employer invoices), as applicable. Notwithstanding the foregoing, BCBSKC's determination of the HIT Tax percentage set forth in Exhibit B (Rate Exhibits) is not subject to this Article 1.4.

1.5 Collateral. Upon BCBSKC's request, Employer shall procure a letter of credit (in such form as is reasonably acceptable to BCBSKC) from a financial institution reasonably acceptable to BCBSKC that evidences a commitment by the financial institution of funds payable to BCBSKC upon demand (without any further or additional action or authorization by Employer). Employer shall maintain such letter of credit until the end of the Runout Period. Alternatively, upon BCBSKC's request, Employer shall deliver to BCBSKC an amount reasonably requested by BCBSKC as collateral ("Collateral") for Employer's obligations under this Agreement. In the event Employer fails to pay amounts due to BCBSKC hereunder, BCBSKC may use as much or all of the Collateral as is needed to satisfy Employer's obligations. Any unused Collateral will be returned to Employer at the end of the Runout Period.

Article 2
BCBSKC Rights and Obligations

2.1 **Benefit Determinations.** For the purpose of this Addendum, BCBSKC shall have the right to determine the amount of Benefits, if any, payable for any Covered Person. Such determination shall be on the same basis as would be applicable under the Group Contract(s) in the absence of this Addendum. In the event of legal action against BCBSKC, by or on behalf of a Covered Person for Benefits under the Group Contract(s) with respect to a denied claim, BCBSKC, at its own expense, shall undertake the defense of such action and shall pay any judgment rendered therein. BCBSKC shall have the right to settle any such action. The Employer shall reimburse BCBSKC for the portion of any such judgment or settlement which is for a Paid Claim under the Group Contract(s), and such Paid Claim shall be administered in accordance with the terms of this Addendum, including Articles 1 and 3.

Article 3
Payment Due Dates, Grace Periods and Payment Changes

3.1 **Monthly Settlement.** Monthly payments for Paid Claims, Access Fees, Statutory Assessments and related charges, as indicated on the Monthly Settlement Report, are due and payable by the Employer within 31 calendar days following delivery to Employer by BCBSKC of the Monthly Settlement Report. The Employer shall have no grace period for such monthly payment.

3.2 **Fixed Premium.** The Fixed Premium is due and payable by the Employer the first day of each month; provided, that any Statutory Assessments and Access Fees will be due and payable by Employer with the Monthly Settlement as set forth in Article 3.1. The Employer shall have a grace period of 31 calendar days for such monthly Fixed Premium.

3.3 **Changes in Employer's Obligation.** BCBSKC reserves the right to change any and all fees, charges and factors upon a 31 calendar day written notice prior to the end of a Contract Period, to be effective for the following Contract Period.

3.4 **Late Payment Charge.** BCBSKC reserves the right to charge a late payment fee of \$8,807 in each instance in which Employer fails to timely pay any amount due to BCBSKC in accordance with this Article 3.

Article 4
Amendments

4.1 **General.** Except as provided in Article 3.3, BCBSKC may amend any other term or condition of this Addendum upon 60 calendar days written notice to conform to statutes of the state in which this Addendum is issued for delivery.

4.2 **Notice.** Notice of an amendment may be in the form of a new Addendum, a rider, or an amendment to this Addendum or otherwise as BCBSKC may elect.

Article 5 Termination

5.1 Term. The term of this Addendum shall begin on the Effective Date and shall continue until terminated as set forth in this Article 5.

5.2 Termination by Either Party. This Addendum may be terminated by BCBSKC or the Employer provided such party gives the other party written notice of its election to terminate the Addendum at least 30 calendar days prior to the end of the then current Contract Period. This Addendum and the underlying Group Contract(s) shall automatically terminate on the date of termination of the Group Contract(s).

5.3 Termination Due to Material Default. Except as provided in Article 5.4 below, either party may terminate this Addendum for cause upon written notice if the other party materially defaults in the performance of a provision of this Addendum and such default continues for a period of 60 calendar days after written notice to the defaulting party from the aggrieved party stating the specific default.

5.4 Termination Due to Non-Payment. Notwithstanding anything to the contrary herein, if Employer fails to pay BCBSKC in accordance with Article 3, this Addendum and the underlying Group Contract(s) may be terminated by BCBSKC, effective retroactively to the last day of the month in which all amounts owed to BCBSKC for such month were paid by the Employer.

5.5 Runout.

(a) Runout Claims and Services. Upon termination of this Addendum, and except in the event of Employer's material breach of this Addendum (including Employer's non-payment), BCBSKC shall provide Runout Services for Runout Claims.

(b) Runout Services Fee and Claims Obligation. Monthly payments for Runout Claims and the Runout Services Fee are due and payable by Employer for each month during the Runout Period within 31 calendar days following delivery to Employer by BCBSKC of the Monthly Settlement Report. The Employer shall have no grace period for such payments. Unless Employer purchases Terminal Liability Coverage as set forth in Article 5.6 below, Employer shall have the total obligation for Runout Claims.

(c) Statutory Assessments for Runout Claims and/or Runout Services. To the extent that any Statutory Assessments apply to Employer's payment obligations under Article 5.5 and/or 5.6, as determined by BCBSKC in its sole and reasonable discretion, then Employer shall pay to BCBSKC an amount equal to such Statutory Assessments.

5.6 Terminal Liability Coverage. Employer may choose to purchase, at the time of execution of this Addendum, Terminal Liability Coverage; provided, that there is no Individual Pooling Limit with respect to Runout Claims. If Employer purchases Terminal Liability Coverage, the following shall apply:

(a) Terminal Liability Coverage Charges. Terminal Liability Coverage Charges will be included with the Pooling Charges and paid by the Employer in accordance with Article 3.2.

(b) Terminal Liability Factors. The Employer's obligation for Runout Claims is limited to the amounts set forth in the "Terminal Liability Factors" section of Exhibit B (Rate Exhibits) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations, based on the greater of:

1. enrollment during the last month of the final Contract Period; or
2. the average enrollment during the last three (3) months of the final Contract Period.

5.7 Late Payment. BCBSKC reserves the right to charge a late payment fee of \$8,807 in each instance in which Employer fails to timely pay any amount due to BCBSKC in accordance with this Article 5.

Article 6 **General Provisions**

6.1 Modification of Group Contracts. The provisions of the Group Contract(s) are amended to the extent necessary to be consistent with the provisions set forth in this Addendum and to that extent the provisions of this Addendum shall govern notwithstanding anything in the Group Contract(s) to the contrary.

6.2 Waiver. Neither the failure nor any delay by either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. In the event that a party does waive any breach of any provision of this Addendum, such waiver shall not be deemed or construed as a continuing waiver of any breach of the same or different provision.

6.3 BlueCard Fees. Employer understands and agrees: (a) to pay certain fees and compensation to BCBSKC which BCBSKC is obligated under BlueCard to pay to Licensees, to the Blue Cross and Blue Shield Association, or to the BlueCard vendors; and (b) that fees and compensation under BlueCard may be revised from time to time without Employer's prior approval in accordance with the standard procedures for revising fees and compensation under BlueCard. Some of these fees and compensation are charged each time a claim is processed through BlueCard and include, but are not limited to, access fees, administrative expense allowance fees, Central Financial Agency Fees, and ITS Transaction Fees. Other fees include, but are not limited to, an 800 number fee and a fee for provider directories. Employer may contact BCBSKC if Employer would like an updated listing of these types of fees. These fees are included in the Fixed Costs Fees and are guaranteed for the term of this Addendum.

6.4 BlueCard Recoveries. Under BlueCard, recoveries from a Licensee or from participating providers of a Licensee can arise in several ways, including, but not limited to, anti-fraud and abuse audits, provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Licensee will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard policies, which generally require correction on a claim-by-claim or prospective basis. Unless otherwise agreed to by the Licensee, BCBSKC may request adjustments from the Licensee for full provider refunds due to the retroactive cancellation of membership only for one year after the Inter-Licensee financial settlement process date of the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if the recovery conflicts with the Licensee's state law, provider contracts or jeopardizes its relationship with its providers.

6.5 BCBSKC Recoveries.

(a) Adjustments. BCBSKC may pursue recoveries of Paid Claims in accordance with BCBSKC's established rules and procedures, or engage third parties to provide such services on behalf of BCBSKC. The fees of such a third party are netted against the recovery. Any recovery amounts, net of such fees, if any, will be credited to the Employer pursuant to the terms of this Addendum.

(b) Legal Actions. BCBSKC may, but has no obligation to, pursue recovery (including class action settlement recoveries) from health care providers, manufacturers of health care or other products, or services on behalf of Employer for any cause of action including, but not limited to, causes of action arising out of violations of antitrust law, fraud, claims relating to fraud (including claims under the *Racketeering Influenced and Corrupt Organizations Act*). Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC shall retain sole and exclusive right to all such recoveries and may use such recoveries in its sole and absolute discretion, including, without limitation, to help stabilize BCBSKC's overall rates and to offset expenses and BCBSKC does not share such recoveries with Employer

6.6 Medical Value Payments. Employer acknowledges that BCBSKC may have value-based payment arrangements with providers participating in certain health care delivery programs, including but not limited to patient-centered medical homes, accountable care organizations or episode-based provider payments. These providers are known as "Blue Distinction Total Care" providers. Pursuant to such health care delivery programs, Blue Distinction Total Care providers may be eligible for alternative payments, in lieu of or in addition to, traditional fee-for-service reimbursement, including but not limited to, withholds, bonuses, incentive payments, provider credits and member management fees (collectively, "Medical Value Payments"). The amount of Medical Value Payments Blue Distinction Total Care providers receive is specific to the Blue Distinction program and/or provider and may or may not be directly related to Employer, any Covered Person, or any other group or individual. Employer acknowledges that Medical Value Payments payable to any one or more Blue Distinction Total Care providers (a) will be included in Paid Claims, (b) may include compensation for services that are related to Covered Services,

including, but not limited to, coordination of care, and (c) may include compensation in recognition of Blue Distinction Total Care provider's achievement of stated performance objectives, including, but not limited to, quality of care, patient outcomes or cost.

6.7 BCBSKC Prescription Drug Program. BCBSKC contracts with a pharmacy benefit manager ("PBM") for certain prescription drug administrative services, including prescription drug rebate administration and pharmacy network contracting services.

Under the agreement, PBM obtains rebates from drug manufacturers based on the utilization of certain prescription products by Covered Persons, and PBM retains the benefit of the rebate funds prior to disbursement. In addition, pharmaceutical manufacturers pay administrative fees to PBM in connection with PBM's services of administering, invoicing, allocating, and/or collecting rebates. Such administrative fees retained by PBM in connection with its rebate program do not exceed the greater of (i) 5.5% of the average wholesale price, or (ii) 4.58% of the wholesale acquisition cost of the products. AWP does not represent a true wholesale price, but rather is a fluctuating benchmark provided by third party pricing sources. PBM may also receive other service fees from manufacturers as compensation for various services unrelated to rebates or rebate-associated administrative fees.

In addition, BCBSKC and PBM also contract with pharmacies to provide prescription products at discounted rates for BCBSKC members. The discounted rates paid by PBM and BCBSKC to these pharmacies differ among pharmacies within a network, as well as between networks. For pharmacies that contract with the PBM, BCBSKC pays a uniform discount rate under the BCBSKC contract with the PBM regardless of the various discount rates PBM pays to the pharmacies. Thus, where the BCBSKC rate exceeds the rate the PBM negotiated with a particular pharmacy, the PBM will realize a positive margin on the applicable prescription. The reverse may also be true, resulting in negative margin for the PBM. In addition, when the PBM receives payment from BCBSKC before payment to a pharmacy is due, the PBM retains the benefit of the use of these funds between these payments. BCBSKC is guaranteed a minimum level of discount whether through the PBM or where BCBSKC directly contracts with network pharmacies, which could result in the amount paid by Employer to be more or less than the amount PBM and/or BCBSKC pay to pharmacies.

Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC is not acting as a fiduciary with respect to rebate administration, pharmacy network management, or the prescription drug plan. Employer further acknowledges for itself and its Covered Persons that BCBSKC receives rebates from the PBM and may receive positive margin in connection with the pharmacy network, as well as other financial credits, administrative fees and/or other amounts from network pharmacies, drug manufacturers or the PBM (collectively "Financial Credits"). Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC shall retain sole and exclusive right to all Financial Credits, which constitute BCBSKC property (and are not plan assets), and BCBSKC may use such Financial Credits in its sole and absolute discretion, including without limitation to help stabilize BCBSKC's overall rates and to offset expenses, and BCBSKC does not share Financial Credits with the Employer.

Without limitation to the foregoing, Employer acknowledges and agrees to the following (“Financial Credit Rules”) for itself and its Covered Persons that: (1) Employer and/or Covered Persons shall have no right to receive, claim or possess any beneficial interest in any Financial Credits; (2) Applicable drug benefit copayments, coinsurance, outpatient prescription drug deductible, deductible and/or maximum allowable benefits (including without limitation Calendar Year Maximum and Lifetime Maximum benefits) shall in no way be adjusted or otherwise affected as a result of any Financial Credits, except as may be required by law; (3) Any deductible and/or coinsurance required for prescription drugs shall be based upon the allowable charge at the pharmacy, and shall not change as a result of any Financial Credits, except as may be required by law; and (4) Amounts paid to pharmacies or any prices charged at pharmacies shall in no way be adjusted or otherwise affected as a result of any Financial Credits.

6.8 Audit of BCBSKC. During the term of this Addendum, Employer may, without charge by BCBSKC, perform an audit once during a Contract Period for the sole purpose of auditing BCBSKC’s performance of certain of its obligations under this Addendum. BCBSKC supports two audit approaches: (a) testing up to a statistically valid random sample, based upon a 95% confidence level (plus or minus 3% precision) and 97% expected performance; or (b) testing a targeted sample, up to a number of sample items equivalent to that which would result from the above random sample approach.

Employer may engage a third party to perform any or all of the audit on its behalf upon BCBSKC’s prior written consent, not to be unreasonably withheld. If Employer engages a third party to perform all or any part of an audit, such third party shall, upon BCBSKC’s request (and Employer shall cause such third party to), enter into a confidentiality and non-disclosure agreement with BCBSKC prior to, and as a condition of, conducting any function of the audit. BCBSKC shall provide BCBSKC with at least thirty (30) business days’ notice of its desire to conduct an audit, and the parties (including the third party engaged by Employer, as applicable) shall execute a Records Audit Agreement, which will set forth in detail the terms and conditions of the audit. Notwithstanding anything to the contrary in this Addendum or the Records Audit Agreement, in no event will provider reimbursement or other proprietary information under the control of BCBSKC be subject to audit unless BCBSKC, in its sole discretion, permits access to such information.

6.9 Entire Agreement. This Addendum and the Group Contract(s) constitute the entire Agreement between the parties concerning this subject matter and supersede all other agreements, representations or communications, oral or written, between the parties or their predecessors relating to the transactions contemplated by or which are the subject matter of this Addendum, and both parties understand and agree that prior agreements, practices or statements inconsistent with the language, terms and conditions of this Addendum are of no force or effect.

Article 7 **Definitions**

Access Fee The amount paid by Employer to BCBSKC for network management and access, determined as set forth in Exhibit A (Cost Plus Provisions) Exhibit B (Rate Exhibit) for each

Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Contract Period The current contract term specified in the Group Contract(s) (which may be referred to in the Group Contract(s) as “Contract Year”).

Coverage Class The level of coverage selected by an Employee as set forth in Exhibit B (Rate Exhibit) (e.g., “Individual”, “Family”, etc.).

Covered Person(s) Those individuals as defined in the Group Contract(s).

Covered Services Those services, supplies, equipment and care as defined in the Group Contract(s).

Cumulative Monthly Claims Limit The amount of Paid Claims for all Covered Persons’ Covered Services for a Contract Period at which Employer has no further obligation, calculated as the sum of the Monthly Claims Limit for each month of the Contract Period to date.

Cumulative Paid Claims The sum of Paid Claims for each month of the Contract Period to date.

Cumulative Prior Payment Amount The sum of the amounts paid by Employer under Article 1.3 for each prior month (i.e., excluding the current month in question) of the Contract Period to date.

Fixed Cost Fees The amount of money to be paid by the Employer to BCBSKC for services under the Group Contract including such services as claims processing and investigation, utilization management, claims management, production and distribution of member identification cards, wellness services, web-based member services, brokerage fees, BlueCard fees and other general services. For any month during the Contract Period, Fixed Cost Fees shall equal the amounts set forth in the Fixed Cost Fees section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Fixed Premium The Fixed Cost Fees, Pooling Charges, Access Fees and Statutory Assessments as set forth in Exhibit A (Cost-Plus Provisions) and/or Exhibit B (Rate Exhibit), as applicable; provided, that the Access Fees and any Statutory Assessments shall be billed with the Monthly Settlement Report.

Group Contract(s) Those Group Contract(s) identified in Exhibit A (Cost Plus Provisions).

Individual Pooling Limit The amount at which any Paid Claims for a Covered Persons’ Covered Services in excess of such amount during a Contract Period are not counted as Paid Claims for purposes of determining Employer’s claims obligations under Article 1.3 during such Contract Period.

Monthly Claims Limit For any month during the term of this Addendum, the amounts set forth in the Monthly Claims Limit section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Monthly Settlement Report The Employer claims, network access and other obligations as reported for a given month by BCBSKC. The Monthly Settlement Report may include Paid Claims, Access Fees and Statutory Assessments, and, during the Runout Period, Runout Services Fee, as applicable.

Paid Claims All payments for Covered Services during the Contract Period and the Runout Period for claims that were incurred while this Addendum was in effect, or for claims that were incurred under this Addendum between the parties for the previous Contract Period, if applicable; including Medical Value Payments and other provider charges, such as capitation, when applicable. Paid Claims are those amounts paid to a provider, which the provider has agreed to accept as payment in full at the time of claim payment for Covered Services provided to Covered Persons. Paid Claims are not reduced by any administration fees, network management fees, provider and pharmaceutical rebates, incentive arrangements, or any other reductions or credits a provider may periodically give BCBSKC, or any other amounts that a provider may pay BCBSKC for services such as administration, marketing, managed care or quality improvement programs performed by BCBSKC for the provider. BCBSKC retains these amounts and they do not reduce the amount of Paid Claims. All services are deemed to be incurred on the date the service was actually rendered. A claim shall be deemed to be paid when a valid draft for payment of such benefit has been issued to the person or persons authorized for such purpose by agreement of the Employer and BCBSKC.

Pooling Charges The amount payable by the Employer to BCBSKC for limiting the Employer's claims obligation under the terms of the Cumulative Monthly Claims Limit and Individual Pooling Limit, and, if applicable, for Terminal Liability Coverage. For any month during the Contract Period, Pooling Charges shall equal the amounts set forth in the Pooling Charges section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Product Type The type of product(s) offered by Employer to Covered Persons, as set forth in Exhibit B (Rate Exhibit) (e.g., Blue Advantage, Blue Care, Dental, etc.).

Runout Claims Claims for Covered Services incurred by Covered Persons prior to the termination of this Addendum but paid by BCBSKC during the Runout Period. For purposes of clarification, Runout Claims do not include claims incurred after termination of this Addendum.

Runout Period The first twelve (12) months following termination of this Addendum.

Runout Services The services provided by BCBSKC for Runout Claims after termination of this Addendum.

Runout Services Fee The fee payable by Employer to BCBSKC for Runout Services, which is equal to the sum of: (a) ten percent (10%) of Runout Claims during the month; and (b) ten percent (10%) of the difference between billed charges and the Allowable Charge for all Runout Claims (i.e., 10% of network discounts) during the month.

Statutory Assessments Governmental entities assess a variety of fees, taxes, surcharges and/or assessments on employer-sponsored health coverage. These include, but are not limited to, state premium taxes, Affordable Care Act (ACA) assessments such as the Health Insurance Providers Fee, the Patient-Centered Outcomes Research Institute Fee (aka Comparative Effectiveness Fee) and the Transitional Reinsurance Fee, as well as miscellaneous state or local assessments, including but not limited to, the New York Healthcare Reform surcharge and the Maine Dirigo Access Payment.

Terminal Liability Coverage Coverage for Runout Claims exceeding a specified maximum at termination of this Addendum.

Terminal Liability Coverage Charges The cost associated with the purchase of Terminal Liability Coverage.

Other Defined Terms Any other capitalized term used in this Addendum and not specifically defined herein, shall have the meaning ascribed to it in the Group Contract(s).

IN WITNESS WHEREOF, BCBSKC and Employer have caused this Addendum to be executed effective as of the Effective Date.

City of Lee's Summit

Blue Cross and Blue Shield of Kansas City

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A
Cost Plus Provisions

1. This Addendum shall be applicable to:

 X Employer's Group Health Contract: Group Number(s) 34136000
 Employer's Group Dental Contract: Group Number(s)

2. The Individual Pooling Limit per Covered Person shall be \$150,000.

3. The Access Fee is due and payable with the Monthly Settlement Report and shall be:

\$25.00 per Employee per month

4. Minimum Monthly Claims Limit:

The greater of: (a) \$741,606; or (b) 100% of the amounts set forth in the Monthly Claims Limit section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations for the first month of the Contract Period.

Exhibit B
Rate Exhibit

Fixed Premium

1. The Fixed Cost Fees are as follows:

Employee	\$37.06
Employee & Spouse	\$81.58
Employee & Child(ren)	\$81.58
Family	\$94.70

2. Pooling Charges (including Terminal Liability Coverage Charges, if applicable) are as follows:

Employee	\$70.59
Employee & Spouse	\$155.38
Employee & Child(ren)	\$155.38
Family	\$180.38

3. Access Fees are as follows:

\$25.00 per Employee per month

4. Statutory Assessments are as follows:

A. The Health Insurance Providers Fee (aka HIT Tax) is due and payable with the Monthly Settlement Report and shall be 0% of the sum of the amounts payable under Articles 1.2 and 1.4.

B. The Patient-Centered Outcomes Research Institute Fee (aka Comparative Effectiveness Fee) is due and payable with the Monthly Settlement Report and shall be \$2.16 per Covered Person (which equals \$0.18 per Covered Person per month).

C. The Transitional Reinsurance Fee is due and payable with the Monthly Settlement Report and shall be \$0.00 per Covered Person (which equals \$0.00 per Covered Person per month).

Exhibit B
Rate Exhibit

Rate Factors

1. Monthly Claims Limit Factors are as follows:

	<u>Choice</u>	<u>\$500 PPO</u>	<u>BlueSaver</u>
Employee	\$637.61	\$556.78	\$503.61
Employee & Spouse	\$1,392.51	\$1,225.61	\$1,108.03
Employee & Child(ren)	\$1,392.51	\$1,225.61	\$1,108.03
Family	\$1,616.42	\$1,422.74	\$1,286.25

2. Terminal Liability Factors are as follows:

	<u>Choice</u>	<u>\$500 PPO</u>	<u>BlueSaver</u>
Employee	\$956.42	\$835.17	\$755.42
Employee & Spouse	\$2,088.76	\$1,838.41	\$1,662.04
Employee & Child(ren)	\$2,088.76	\$1,838.41	\$1,662.04
Family	\$2,424.63	\$2,134.11	\$1,929.38



EAP Services for City of Lee's Summit

800-624-5544

Call Center

Toll-free 24/7 telephone access to licensed EAP professionals.

Short-term Counseling

Up to six face-to-face sessions per incident for employees and their benefit-eligible dependents.

Legal and Financial Services

Referral for face-to-face or phone consultation for legal and financial issues, plus discounted rates off attorney's hourly fees.

Family Resource Services

Resources online including information, calculators, downloadable forms and national provider directories for child care and elder care.

www.ndbh.com (login code: Lee's Summit)

EAP website offering behavioral health and work/life information.

Online Will Preparation

Employees and dependents can complete a will at no cost.

Manager/Supervisor/HR Telephone Consultation

Unlimited telephone access to an EAP professional about employee situations.

Formal Management Referrals

Structured process to resolve employee performance issues.

Onsite/Webinar Training

7 hours built into the contract annually

Critical Incident Crisis Intervention

Onsite services following a traumatic event using training hours or discounted fees.

Account Management

A dedicated Account Manager as liaison to provide promotional materials, consultation and program evaluation.

Promotional/Educational

Ongoing communication with employees to promote EAP utilization.

Reports

Quarterly utilization reports.

Pricing, 2017 Contract Year

Employees covered by Blue KC:	\$1.71 per employee/per month
Employees not covered by Blue KC:	\$2.36 per employee/per month

City of Lee's Summit

**Group Number: 34136000
Preferred-Care Blue
Blue Choice PPO Plan
Benefit & Rate Confirmation
(Effective January 1, 2017)**



Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

Preferred-Care Blue
Copayment, Deductible, Coinsurance and Limits

<i>Hospital and Physician</i>		
Calendar Year Deductible	<u>Individual</u>	<u>Family</u>
Preferred	\$0	\$0
Non-Preferred	\$500	\$1,500
Coinsurance Member Pays		
Preferred	0%	
Non-Preferred	20%	
Out-of-Pocket Maximum <i>(Includes Deductible, Coinsurance & All Copays)</i>	<u>Individual</u>	<u>Family</u>
Preferred	\$3,000	\$6,000
Non-Preferred	\$9,000	\$18,000
Physician Office Visit		
Preferred		
PCP	\$20 Copay*	
Specialist	\$40 Copay*	
Non-Preferred	Deductible & Coinsurance	
*Copay applies to the Office Visit Charge Only. Other procedures performed in a Physician's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.		
Lab Services		
Preferred		
Physician's Office / Independent Lab	No Copay*	
Outpatient Facility/Hospital	Deductible & Coinsurance	
Non-Preferred	Deductible & Coinsurance	
X-ray and other Radiology Procedures		
Preferred	Deductible & Coinsurance	
Non-Preferred	Deductible & Coinsurance	
Routine Preventive Care		
Preferred	Expanded (ACA Compliant) Women's Preventive***	
	Routine Services: 100%	
	Related OV: 100%	
Non-Preferred	Deductible & Coinsurance	

***Routine Women's Preventive required under the Affordable Care Act of 2010 ("ACA")

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

<i>Hospital and Physician (cont'd.)</i>	
Routine Vision Care	No Benefit
Prenatal Program	Yes
Emergency Room	\$100 Copay then Deductible & Preferred Coinsurance <i>Copay waived if admitted to a Hospital</i>
Urgent Care Benefit Preferred Non-Preferred	\$40 Copay* Deductible & Coinsurance
Inpatient Hospital Services Preferred	\$300 Copay per Day <i>Copay limited to five copays per member per calendar year</i>
Non-Preferred	Deductible & Coinsurance
Outpatient Surgery in Hospital or other Outpatient Facility	Deductible & Coinsurance
MRIs, PET Scans, CT Scans, & MRAs Preferred	\$100 Copay then 0% Coinsurance <i>\$100 Maximum Calendar year Copayment (copay limited to 1 per calendar year)</i>
Non-Preferred	Deductible & Coinsurance

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse Preferred	\$300 Copay per Day <i>Copay limited to five copays per member per calendar year</i>
Non-Preferred	Deductible & Coinsurance
Outpatient Mental Illness/Substance Abuse Office Visit	\$20 Copay*
Outpatient Mental Illness/Substance Abuse Therapy	Deductible & Coinsurance

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	Network Deductible & Preferred Coinsurance
Ground Ambulance	Network Deductible & Preferred Coinsurance <i>No limit per trip</i>
Home Health Services	Deductible & Coinsurance <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	Deductible & Coinsurance <i>30 day Calendar Year Maximum</i>
Inpatient Hospice Preferred	\$150 Copay per Day <i>Applies to Annual Inpatient Hospital Maximum</i>
Non-Preferred	Deductible & Coinsurance <i>14 Day Lifetime Max</i>
Outpatient Therapy (Speech, Hearing, Physical, and Occupational)	Deductible & Coinsurance <i>Combined 60 visit Calendar Year Maximum for Physical & Occupational Therapy</i> <i>Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services *Copay applies to the Office Visit Charge Only. Other procedures performed in a Chiropractor's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.	Network: \$40 Copay* Non-Network: Deductible & Coinsurance
Infertility/Impotency	Not Covered

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – Mail order only	All covered drugs
Retail Copays: Tier 1/Tier 2/Tier 3	\$10/40/65
Mail Order Copays: Tier 1/Tier 2/Tier 3	\$20/80/130
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Out-of-Network:	50% after Copay
ExpressScripts Program:	BlueKC Network without Walgreens

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters Eligibility/Termination	Covered for maternity First day of month/last day of month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Not covered
Coverage for Legally Married Same Sex Spouse	Yes
Wellness Fund (Group Total)	\$35,000 <i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

<i>Underwriting</i>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	All full-time employees actively working 30 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program
Waiting Period	First of the Month following one full calendar month of service
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	120 Days
Next Renewal	1/1/18
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

Rates	
Employee Employee & Spouse Employee & Child(ren) Family	See Cost Plus Agreement

A Healthier You™	
<i>Select only one:</i>	
<input checked="" type="checkbox"/> AHY 100+	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

A Healthier You Buy-Up Options	
<input checked="" type="checkbox"/> AHY Standard – Employees with no medical*	\$2.00 PEPM
*Including individuals with no medical coverage requires automated enrollment via EDI or Blues Enroll.	

Funding	<input checked="" type="checkbox"/> Cost Plus
	<input type="checkbox"/> Insured
	<input type="checkbox"/> Other _____

Confirmed by City of Lee's Summit:

Accepted by Blue Cross and
Blue Shield of Kansas City:

Signature

Signature

Title

Title

Date

Date

City of Lee's Summit

Group Number: 34136000

Preferred-Care Blue

PPO Plan

**Benefit & Rate Confirmation
(Effective January 1, 2017)**



**Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

Preferred-Care Blue
Copayment, Deductible, Coinsurance and Limits

<i>Hospital and Physician</i>		
Calendar Year Deductible	<u>Individual</u>	<u>Family</u>
Preferred	\$500	\$1,000
Non-Preferred	\$1,500	\$3,000
Coinsurance Member Pays		
Preferred	10%	
Non-Preferred	30%	
Out-of-Pocket Maximum <i>(Includes Deductible, Coinsurance & All Copays)</i>	<u>Individual</u>	<u>Family</u>
Preferred	\$2,800	\$5,600
Non-Preferred	\$8,400	\$16,800
Physician Office Visit		
Preferred		
PCP	\$25 Copay*	
Specialist	\$50 Copay*	
Non-Preferred	Deductible & Coinsurance	
*Copay applies to the Office Visit Charge Only. Other procedures performed in a Physician's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.		
Lab Services		
Preferred		
Physician's Office / Independent Lab	No Copay*	
Outpatient Facility/Hospital	Deductible & Coinsurance	
Non-Preferred	Deductible & Coinsurance	
X-ray and other Radiology Procedures		
Preferred	Deductible & Coinsurance	
Non-Preferred	Deductible & Coinsurance	
Routine Preventive Care		
Preferred	Expanded (ACA Compliant) Women's Preventive***	
	Routine Services: 100%	
	Related OV: 100%	
Non-Preferred	Deductible & Coinsurance	

***Routine Women's Preventive required under the Affordable Care Act of 2010 ("ACA")

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan

<i>Hospital and Physician (cont'd.)</i>	
Routine Vision Care	No Benefit
Prenatal Program	Yes
Emergency Room	\$100 Copay then Deductible & Preferred Coinsurance <i>Copay waived if admitted to a Hospital</i>
Urgent Care Benefit Preferred Non-Preferred	\$50 Copay* Deductible & Coinsurance

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse	Deductible & Coinsurance
Outpatient Mental Illness/Substance Abuse Office Visit	\$25 Copay*
Outpatient Mental Illness/Substance Abuse Therapy	Deductible & Coinsurance

**Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	Network Deductible & Preferred Coinsurance
Ground Ambulance	Network Deductible & Preferred Coinsurance <i>No limit per trip</i>
Home Health Services	Deductible & Coinsurance <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	Deductible & Coinsurance <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	Deductible & Coinsurance <i>14 Day Lifetime Max</i>
Outpatient Therapy (Speech, Hearing, Physical, and Occupational)	Deductible & Coinsurance <i>Combined 60 visit Calendar Year Maximum for Physical & Occupational Therapy</i> <i>Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services *Copay applies to the Office Visit Charge Only. Other procedures performed in a Chiropractor's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.	Network: \$50 Copay* Non-Network: Deductible & Coinsurance
Infertility/Impotency	Not Covered

**Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – Mail order only	All covered drugs
Retail In-Network Copays:	
Tier 1:	\$10 Copay
Tier 2:	40% up to \$100
Tier 3:	60% up to \$150
Retail Non-Network Copays:	
Tier 1/ Tier 2/ Tier 3:	50% after \$10 Copay/ 40%/ 60%
In-Network Mail Order Copays:	
Tier 1:	\$20 Copay
Tier 2:	40% up to \$200
Tier 3:	60% up to \$300
Non-Network Mail Order Copays:	
Tier 1/ Tier 2/ Tier 3:	50% after \$20 Copay/ 40%/ 60%
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Annual Out of Pocket:	\$1,500 Individual/ \$4,500 Family
ExpressScripts Program:	BlueKC Network without Walgreens

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters Eligibility/Termination	Covered for maternity First day of month/last day of month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Not covered
Coverage for Legally Married Same Sex Spouse	Yes
Wellness Fund (Group Total)	\$35,000 <i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan

<i>Underwriting</i>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	All full-time employees actively working 30 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program
Waiting Period	First of the Month following one full calendar month of service
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	120 Days
Next Renewal	1/1/18
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

**Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

Rates	
Employee Employee & Spouse Employee & Child(ren) Family	See Cost Plus Agreement

A Healthier You™	
<i>Select only one:</i>	
<input checked="" type="checkbox"/> AHY 100+	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

A Healthier You Buy-Up Options	
<input checked="" type="checkbox"/> AHY Standard – Employees with no medical*	\$2.00 PEPM
<small>*Including individuals with no medical coverage requires automated enrollment via EDI or Blues Enroll.</small>	

Funding	<input checked="" type="checkbox"/> Cost Plus
	<input type="checkbox"/> Insured
	<input type="checkbox"/> Other _____

Confirmed by City of Lee's Summit:

Accepted by Blue Cross and
Blue Shield of Kansas City:

Signature

Signature

Title

Title

Date

Date

City of Lee's Summit

Group Number: 34136000

Preferred-Care Blue

BlueSaver PPO Plan

Benefit & Rate Confirmation

(Effective January 1, 2017)



Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan

Preferred-Care Blue
Copayment, Deductible, Coinsurance and Limits

<i>Hospital and Physician</i>		
Calendar Year Deductible	<u>Individual</u>	<u>Family</u>
Preferred	\$2,600	\$5,200
Non-Preferred	\$2,600	\$5,200
Coinsurance Member Pays		
Preferred	0%	
Non-Preferred	30%	
Out-of-Pocket Maximum (<i>Includes Deductible, Coinsurance & All Copays</i>)	<u>Individual</u>	<u>Family</u>
Preferred	\$2,600	\$5,200
Non-Preferred	\$5,200	\$10,400
Physician Office Visit	Deductible & Coinsurance	
Lab Services Performed in a Physician's Office / Independent Lab	Deductible & Coinsurance	
X-ray and other Radiology Procedures	Deductible & Coinsurance	
Routine Preventive Care	Expanded (ACA Compliant) Women's Preventive***	
Preferred	Routine Services: 100%	
	Related OV: 100%	
Non-Preferred	Deductible & Coinsurance	
Routine Vision Care	No Benefit	
Prenatal Program	Yes	
Emergency Room	Deductible & Preferred Coinsurance	
Urgent Care Benefit	Deductible & Coinsurance	

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse	Deductible & Coinsurance
Outpatient Mental Illness/Substance Abuse	Deductible & Coinsurance

***Routine Women's Preventive services required under the Affordable Care Act of 2010 ("ACA")

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<i>Ancillary/Miscellaneous</i>	
Air Ambulance	Deductible & Preferred Coinsurance
Ground Ambulance	Deductible & Preferred Coinsurance <i>No limit per trip</i>
Home Health Services	Deductible & Coinsurance <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	Deductible & Coinsurance <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	Deductible & Coinsurance <i>14 Day Lifetime Max</i>
Outpatient Therapy (Speech, Hearing, Physical, and Occupational)	Deductible & Coinsurance <i>Combined 60 visit Calendar Year Maximum for Physical & Occupational Therapy</i> <i>Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services	Deductible & Coinsurance
Infertility/Impotency	Not Covered

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City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Long-Term Supply – Mail order only	All covered drugs
Retail Copays: Tier 1/Tier 2/Tier 3	In Network: Deductible then 100% Out of Network: Deductible then 50% after \$10/40/65
Mail Order Copays: Tier 1/Tier 2/Tier 3	In Network: Deductible then 100% Out of Network: Deductible then 50% after \$20/80/130
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
ExpressScripts Program:	BlueKC Network without Walgreens

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters	Covered for maternity
Eligibility/Termination	First day of month/last day of month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Not covered
Coverage for Legally Married Same Sex Spouse	Yes
Wellness Fund (Group Total)	\$35,000 <i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Bank Selection	UMB
Nurse Line	Yes

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan

<i>Underwriting</i>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	All full-time employees actively working 30 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program
Waiting Period	First of the Month following one full calendar month of service
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	120 Days
Next Renewal	1/1/18
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan

Rates	
Employee Employee & Spouse Employee & Child(ren) Family	See Cost Plus Agreement

A Healthier You™	
<i>Select only one:</i>	
<input checked="" type="checkbox"/> AHY 100+	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

A Healthier You Buy-Up Options	
<input checked="" type="checkbox"/> AHY Standard – Employees with no medical*	\$2.00 PEPM
<small>*Including individuals with no medical coverage requires automated enrollment via EDI or Blues Enroll.</small>	

Funding	<input checked="" type="checkbox"/> Cost Plus <input type="checkbox"/> Insured <input type="checkbox"/> Other _____

Confirmed by City of Lee's Summit:

Accepted by Blue Cross and Blue Shield of Kansas City:

Signature

Signature

Title

Title

Date

Date

Packet Information

File #: BILL NO. 16-217, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Key Issues:

The United States of Labor is changing how it defines white-collar employees for purposes overtime and minimum wage laws. On May 18, 2016 the Wage and Hour division updated the overtime regulations which increases the minimum wage for exempt level employees to an annual amount of \$47,476.

Due to these changes the City has reviewed the current workforce for impacted positions. Using an analysis tool developed by our Law Department, the City analyzed and documented the status of each impacted position. For a position to be classified as exempt it must meet both the salary tests and the and duties test. The duties test includes administrative, executive, and professional exemptions.

The analysis resulted in the reclassification from exempt to non-exempt for 9 positions and 9 positions being re-graded to the minimum grade for exempt level employees. These changes do not include the Parks Department, which is currently being reviewed. The total financial impact for these changes is expected to be approximately \$6,200.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

Earlier this year, the Department of Labor announced the issuance of a Final Rule updating overtime regulations. The Final Rule will go into effect on December 1, 2016. Key provisions of the final rule include setting a standard salary level at the 40th percentile of earnings of full-time salaried workers in the lowest wage Census region, which will be \$47,476.00 and creating a mechanism for automatic updates to the salary and compensation levels every three years.

Several positions within the City were impacted by the Final Rule. In response, the Human Resources Department worked in partnership with the Law Department to develop and implement a test tool for any potentially impacted positions. Additionally, a standard grade threshold was identified as the minimum grade level for exempt level status within the organization. This will help ensure that individuals are graded into positions accurately and in compliance with applicable FLSA rules. Further, it is anticipated that the salary minimum of the applicable grade level can be easily modified as required by the automatic updates built into the final rule to avoid the need for a similar large scale review of impact in future years.

A total of 18 positions within the City are affected by the Final Rule; of those, 9 positions are being re-classified from exempt to non-exempt, due to failure to meet the salary and/or duties tests, while the remaining 9 are being re-graded to the minimum grade level to meet the organizational exempt level status as described above. These modifications organization-wide (excluding Parks & Recreation) are projected to have a net financial impact of approximately \$6,200.00. Projected financial impacts include expected overtime amounts for individuals whose positions must be re-classified from exempt to non-exempt.

Presenter: Denise Kelly - Director of Human Resources

Recommendation: Staff recommends adoption of AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: N/A

BILL NO. 16-217

AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Ordinance No. 7894, passed by the City Council on June 16, 2016, adopted the City's Budget for the Fiscal Year ending June 30, 2017; and,

WHEREAS, Exhibit A of Ordinance No. 7894 approved the Pay and Classification Plan which was attached to Ordinance No. 7894; and,

WHEREAS, on May 18, 2016 the Department of Labor issued new regulations regarding federal wage and hour laws, including the minimum salary for exempt-level employees and overtime regulations (hereinafter "FLSA Overtime Rules"), which specifically raised the minimum salary for exempt-level employees to \$47,476.00 per year; and,

WHEREAS, the new regulations take effect on December 1, 2016; and,

WHEREAS, as a result of the new regulations, several positions were reviewed and re-classified to ensure compliance with the new regulations; and,

WHEREAS, as a result of the re-classifications, it was necessary to make additional adjustments to the Pay and Classification Plan and Authorized Allocation of Full Time Equivalents to ensure equity within the pay system; and,

WHEREAS, the City Council wishes to appropriate funding for the additional full time equivalents needed as a result of the re-classifications and equity re-alignments.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Budget of the City of Lee's Summit, Missouri, adopted by Ordinance No. 7894 by the City Council on June 16, 2016, be and hereby is amended to authorize the following Exhibit A.

SECTION 2. That the Budget for the Fiscal Year ending June 30, 2017, as adopted by Ordinance No. 7894, is hereby amended by increasing the appropriations to and expenditures of the below identified funds for the fiscal and budget year of 2016-2017, in the manner shown below.

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Administration	\$6,200	\$4,063,301

SECTION 3. That all other provisions of Ordinance No. 7894 shall remain in full force and effect subject to Amendment No. 1 (Ordinance No: 7944); Amendment No. 2 (Ordinance No: 7945); and Amendment No. 3 (Ordinance No: 7963)

BILL NO. 16-217

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 5. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Jackie McCormick Heanue

FY17 Pay and Classification Plan

Exhibit A

Department	Job Title	Grade	Min	Mid	Max
Finance	Cash Receipts Clerk	7	24,565.94	31,960.29	39,354.64
All	Clerk-Typist	7	24,565.94	31,960.29	39,354.64
Airport	Airport Attendant	8	26,111.65	34,037.54	41,963.42
Municipal Court	Deputy Court Clerk	8	26,111.65	34,037.54	41,963.42
Airport	Line Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Operations	Service Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Engineering	Service Representative I	8	26,111.65	34,037.54	41,963.42
Police	Shelter Attendant	8	26,111.65	34,037.54	41,963.42
Finance	Accounting Clerk	9	28,268.71	36,904.80	45,540.89
Municipal Court	Bond Clerk	9	28,268.71	36,904.80	45,540.89
Police	Crime Scene Technician	9	28,268.71	36,904.80	45,540.89
Central Building Services	Custodian	9	28,268.71	36,904.80	45,540.89
Police	Parking Control Officer	9	28,268.71	36,904.80	45,540.89
Police	Police Records Clerk	9	28,268.71	36,904.80	45,540.89
Police	Police Services Officer	9	28,268.71	36,904.80	45,540.89
Municipal Court	Records Management Clerk	9	28,268.71	36,904.80	45,540.89
All	Secretary	9	28,268.71	36,904.80	45,540.89
Finance	Treasury Cashier	9	28,268.71	36,904.80	45,540.89
Municipal Court	Warrant Clerk	9	28,268.71	36,904.80	45,540.89
All	Administrative Assistant	10	30,643.74	40,082.02	49,520.29
All	Administrative Secretary	10	30,643.74	40,082.02	49,520.29
Water	Customer Service Rep.	10	30,643.74	40,082.02	49,520.29
Police	Detention Officer	10	30,643.74	40,082.02	49,520.29
Police	Evidence & Property Tech.	10	30,643.74	40,082.02	49,520.29
Fire	Office Coordinator	10	30,643.74	40,082.02	49,520.29
Finance	Procurement Officer I	10	30,643.74	40,082.02	49,520.29
Public Works Engineering	Signs & Markings Technician	10	30,643.74	40,082.02	49,520.29

Department	Job Title	Grade	Min	Mid	Max
Finance	Account Technician	11	33,261.42	43,572.46	53,883.50
Municipal Court	Accounting Technician	11	33,261.42	43,572.46	53,883.50
Police	Animal Control Officer	11	33,261.42	43,572.46	53,883.50
Development Services	Business Service Rep - Dev Ctr	11	33,261.42	43,572.46	53,883.50
All	Communications Specialist	11	33,261.42	43,572.46	53,883.50
Development Services	Community Standards Officer	11	33,261.42	43,572.46	53,883.50
Municipal Court	Court Security Officer	11	33,261.42	43,572.46	53,883.50
Administration	Deputy City Clerk	11	33,261.42	43,572.46	53,883.50
Finance	EMS Billing Specialist	11	33,261.42	43,572.46	53,883.50
Administration	Executive Assistant	11	33,261.42	43,572.46	53,883.50
Law	Executive Assistant PTR	11	33,261.42	43,572.46	53,883.50
All	Facilities Maintenance Worker	11	33,261.42	43,572.46	53,883.50
Administration	Human Resources Assistant	11	33,261.42	43,572.46	53,883.50
ITS	ITS Help Desk Support Spec.	11	33,261.42	43,572.46	53,883.50
Police	Lead Detention Officer	11	33,261.42	43,572.46	53,883.50
Law	Legal Assistant	11	33,261.42	43,572.46	53,883.50
Development Services	Neighborhood Services Officer	11	33,261.42	43,572.46	53,883.50
Police	Purchasing and Supply Officer	11	33,261.42	43,572.46	53,883.50
Public Works Engineering	Signal & Lighting Technician	11	33,261.42	43,572.46	53,883.50
ITS	System Support Analyst	11	33,261.42	43,572.46	53,883.50
Finance	Accountant	12	36,149.53	46,240.43	56,331.32
Finance	Accounts Payable Supervisor	12	36,149.53	46,240.43	56,331.32
Public Works Operations	Administrative Coordinator	12	36,149.53	46,240.43	56,331.32
Water	Administrative Supervisor	12	36,149.53	46,240.43	56,331.32
Administration	Benefits Specialist	12	36,149.53	46,240.43	56,331.32
Administration	Communications Strategist	12	36,149.53	46,240.43	56,331.32
Law	Contract Compliance Coord/Para	12	36,149.53	46,240.43	56,331.32
Water	Customer Service Supervisor	12	36,149.53	46,240.43	56,331.32
Development Services	Development Technician	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Engineering Technician	12	36,149.53	46,240.43	56,331.32
Water	Equipment Technician	12	36,149.53	46,240.43	56,331.32
Development Services	Field Building Inspector	12	36,149.53	46,240.43	56,331.32
Development Services	Field Engineering Inspector	12	36,149.53	46,240.43	56,331.32
ITS	GIS Technician	12	36,149.53	46,240.43	56,331.32
Water	Instrumentation and Controls Technician	12	36,149.53	46,240.43	56,331.32
All	Lead Comm Specialist	12	36,149.53	46,240.43	56,331.32
Administration	Marketing Specialist	12	36,149.53	46,240.43	56,331.32
Finance	Payroll Specialist	12	36,149.53	46,240.43	56,331.32
Development Services	Permit Technician	12	36,149.53	46,240.43	56,331.32
Municipal Court	Probation/Compliance Officer	12	36,149.53	46,240.43	56,331.32
Finance	Procurement Officer II	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Senior Signal & Lighting Tech.	12	36,149.53	46,240.43	56,331.32
ITS	System Support Specialist	12	36,149.53	46,240.43	56,331.32
All	Technical Services Specialist	12	36,149.53	46,240.43	56,331.32
Water	Utility Technician	12	36,149.53	46,240.43	56,331.32
ITS	Web Specialist	12	36,149.53	46,240.43	56,331.32

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Field Supvr.	13	39,339.27	51,750.82	64,162.36
Central Building Services	Central Building Services Supv	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	CIP Resident Inspector	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Environmental Specialist	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Field Engineering Inspector	13	39,339.27	51,750.82	64,162.36
Finance	Financial Analyst	13	39,339.27	51,750.82	64,162.36
Administration	Human Resources Generalist	13	39,339.27	51,750.82	64,162.36
Fire/Dev. Center/Water	Management Analyst	13	39,339.27	51,750.82	64,162.36
Water	Metered Services Supervisor	13	39,339.27	51,750.82	64,162.36
Law	Office Manager/Paralegal	13	39,339.27	51,750.82	64,162.36
Development Services	Planner	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Right-of-Way Agent	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Senior Engineering Technician	13	39,339.27	51,750.82	64,162.36
ITS	Senior GIS Technician	13	39,339.27	51,750.82	64,162.36
Finance	Senior Procurement Officer	13	39,339.27	51,750.82	64,162.36
Water	Water Utilities Analyst	13	39,339.27	51,750.82	64,162.36
 					
ITS	Applications Analyst	14	42,865.82	56,518.59	70,171.35
Airport	Assistant Airport Manager	14	42,865.82	56,518.59	70,171.35
Finance	Cash Management Officer	14	42,865.82	56,518.59	70,171.35
All	Communications Supervisor	14	42,865.82	56,518.59	70,171.35
ITS	Communications Systems Admin.	14	42,865.82	56,518.59	70,171.35
Water	Community Relations Specialist	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Construction Project Manager	14	42,865.82	56,518.59	70,171.35
Central Vehicle Maintenance	Maintenance Shop Supervisor	14	42,865.82	56,518.59	70,171.35
Police	Mgr, Accreditation/Info Mgmt	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Project Manager	14	42,865.82	56,518.59	70,171.35
Planning and Special Projects	Senior Planner	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Lead Engineering Technician	14	42,865.82	56,518.59	70,171.35
ITS	Web Administrator	14	42,865.82	56,518.59	70,171.35

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Manager	15	47,476.00	61,781.62	76,794.41
ITS	Applications Administrator	15	47,476.00	61,781.62	76,794.41
Administration	City Clerk	15	47,476.00	61,781.62	76,794.41
Water	Control System Supervisor	15	47,476.00	61,781.62	76,794.41
Administration	Media Services Supervisor	15	47,476.00	61,781.62	76,794.41
ITS	Network Administrator	15	47,476.00	61,781.62	76,794.41
Development Services	Plans Examiner	15	47,476.00	61,781.62	76,794.41
Police	Police Systems Manager	15	47,476.00	61,781.62	76,794.41
Administration	Public Communications Coord.	15	47,476.00	61,781.62	76,794.41
Administration	Risk Management Officer	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Staff Engineer	15	47,476.00	61,781.62	76,794.41
All	Streets Operations Supervisor	15	47,476.00	61,781.62	76,794.41
Water	Utility System Supervisor	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Environmental Specialist	15	47,476.00	61,781.62	76,794.41
Police	Mgr, Accreditation/Info Mgmt	15	47,476.00	61,781.62	76,794.41
Airport	Assistant Airport Manager	15	47,476.00	61,781.62	76,794.41
Finance	Cash Management Officer	15	47,476.00	61,781.62	76,794.41
Finance	Financial Analyst	15	47,476.00	61,781.62	76,794.41
Development Services	Planner	15	47,476.00	61,781.62	76,794.41
CBS	Central Building Services Manager	15	47,476.00	61,781.62	76,794.41
Administration	Management Analyst	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Public Works Administration Manager	15	47,476.00	61,781.62	76,794.41
Airport	Airport Manager	16	51,092.90	67,596.04	84,099.07
Municipal Court	Court Administrator	16	51,092.90	67,596.04	84,099.07
ITS	Database Administrator	16	51,092.90	67,596.04	84,099.07
Development Services	Field Services Manager	16	51,092.90	67,596.04	84,099.07
Central Vehicle Maintenance	Fleet Manager	16	51,092.90	67,596.04	84,099.07
ITS	GIS Coordinator	16	51,092.90	67,596.04	84,099.07
ITS	IT Operations Supervisor	16	51,092.90	67,596.04	84,099.07
ITS	ITS Project Manager	16	51,092.90	67,596.04	84,099.07
ITS	ITS Support Services Supvr.	16	51,092.90	67,596.04	84,099.07
Development Services	Planning Division Manager	16	51,092.90	67,596.04	84,099.07
Development Services	Project Manager - Dev Ctr	16	51,092.90	67,596.04	84,099.07
Public Works Operations	Public Works Operations Mgr.	16	51,092.90	67,596.04	84,099.07
Development Services	Senior Field Building Inspect.	16	51,092.90	67,596.04	84,099.07
All	Senior Staff Engineer	16	51,092.90	67,596.04	84,099.07
Law	Staff Attorney	16	51,092.90	67,596.04	84,099.07
ITS	Systems Analyst	16	51,092.90	67,596.04	84,099.07
Water	Utility System Manager	16	51,092.90	67,596.04	84,099.07
Planning and Special Projects	Senior Planner	16	51,092.90	67,596.04	84,099.07

Department	Job Title	Grade	Min	Mid	Max
Planning and Special Projects	Asst Director of Planning Svcs	17	55,888.87	74,080.70	92,272.52
Development Services	Asst. Director of Codes Admin.	17	55,888.87	74,080.70	92,272.52
Central Building Services	City Architect	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Construction Manager	17	55,888.87	74,080.70	92,272.52
Finance	Controller	17	55,888.87	74,080.70	92,272.52
Development Services	Development Engineering Mgr.	17	55,888.87	74,080.70	92,272.52
Water	Facilities Manager	17	55,888.87	74,080.70	92,272.52
Finance	Procurement & Contract Svc Mgr	17	55,888.87	74,080.70	92,272.52
Solid Waste	Solid Waste Superintendent	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Supervisory Engineer	17	55,888.87	74,080.70	92,272.52
Development Services	Planning Division Manager	17	55,888.87	74,080.70	92,272.52
Development Services	Asst. Development Center Dir.	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Engineering Svcs	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Support Service	18	61,212.99	81,260.25	101,307.50
Water	Asst. Director of Operations	18	61,212.99	81,260.25	101,307.50
Public Works Operations	Asst. Director of P. Wks. Oper	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Mgmt & Ops	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Public Safety	18	61,212.99	81,260.25	101,307.50
Law	Chief of Litigation	18	61,212.99	81,260.25	101,307.50
Public Works Engineering	City Traffic Engineer	18	61,212.99	81,260.25	101,307.50
ITS	Manager, Entprs. Tech. Svcs.	18	61,212.99	81,260.25	101,307.50
ITS	Asst Director, App Mgmt Svcs	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./Admin.	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./City Eng	19	70,545.93	93,649.72	116,753.51
Finance	Deputy Director of Finance	19	70,545.93	93,649.72	116,753.51
Administration	Director of Human Resources	19	70,545.93	93,649.72	116,753.51
ITS	Chief Technology Officer	20	74,711.04	99,216.27	123,721.49
All	Director of Administration	20	74,711.04	99,216.27	123,721.49
Development Services	Director of Development Center	20	74,711.04	99,216.27	123,721.49
Planning and Special Projects	Director of Planning & NHS	20	74,711.04	99,216.27	123,721.49
All	Asst. City Mgr., Dev Svcs/Comm	21	80,141.96	106,428.52	132,715.08
All	Asst. City Mgr., Operations	21	80,141.96	106,428.52	132,715.08
Water	Director of Water Utilities	21	80,141.96	106,428.52	132,715.08
Finance	Finance Director	21	80,141.96	106,428.52	132,715.08
Public Works Engineering	Director of Public Works	22	82,909.73	108,863.02	134,816.31
Fire	Fire Chief	22	82,909.73	108,863.02	134,816.31
Police	Police Chief	22	82,909.73	108,863.02	134,816.31
Law	Chief Prosecuting Attorney	24	90,000.00	145,000.00	200,000.00
Law	City Attorney	24	90,000.00	145,000.00	200,000.00

Department	Job Title	Grade	Min	Mid	Max
Part Time Temporary					
Development Services	Administrative Support	PTT	0.00	25,000.00	50,000.00
Airport	Airport Intern	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Evening	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Sys Support PTT	PTT	0.00	25,000.00	50,000.00
Public Works Engineering	Construction Inspector	PTT	0.00	25,000.00	50,000.00
Water	Fire Hydrant Painter	PTT	0.00	25,000.00	50,000.00
ITS	ITS Support PTT	PTT	0.00	25,000.00	50,000.00
Administration	Payroll Support	PTT	0.00	25,000.00	50,000.00
Planning and Special Projects	Planning Intern	PTT	0.00	25,000.00	50,000.00
Law	Prosecuting Attorney PTR	PTT	0.00	25,000.00	50,000.00
Represented Groups					
Fire	Fire Engineer	F2	40,941.09	48,617.55	56,294.00
Fire	Firefighter	F2	40,941.09	48,617.55	56,294.00
Fire	Fire Specialist	F3	44,605.37	55,779.02	66,952.67
Fire	Fire Captain I	F4	53,153.26	63,597.88	74,042.49
Fire	Fire Captain II	F5	58,134.06	71,940.90	85,747.74
Fire	Battalion Chief	F7	69,810.54	84,121.70	98,432.86
Fire	Assistant Fire Chief II	F8	76,442.50	92,113.26	107,783.98
Fire	Assistant Fire Chief I	F9	79,749.90	100,864.02	118,030.00
Police	Police Officer I	P1	38,629.42	46,077.33	53,778.27
Police	Police Officer II	P2	42,032.31	49,798.30	57,826.85
Police	Master Police Officer I	P3	45,794.26	57,400.16	69,006.06
Police	Master Police Officer II	P4	57,201.54	63,103.80	69,006.06
Police	Police Sergeant I	P5	57,500.00	72,073.54	86,647.08
Police	Police Sergeant II	P6	72,073.00	79,360.00	86,647.00
Police	Police Captain	P7	69,810.54	84,121.70	98,432.86
Police	Police Major I	P8	76,442.50	92,113.26	107,783.98
Police	Police Major II	P9	79,749.90	100,864.02	118,030.00
Central Vehicle Maintenance	Mechanic	UN0	33,473.65	41,713.36	49,953.07
All	Maintenance Worker	UN2	28,443.17	36,418.62	44,394.06
Public Works Operations	Equipment Operator	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Sewer	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Water	UN4	35,075.25	42,514.16	49,953.07
Water	Meter Service Technician	UN6	26,111.70	37,815.86	49,520.22
Water	Metered Services Specialist	UN7	33,261.49	43,572.46	53,883.44

Public Works Engineering

FY17 Budget Summary

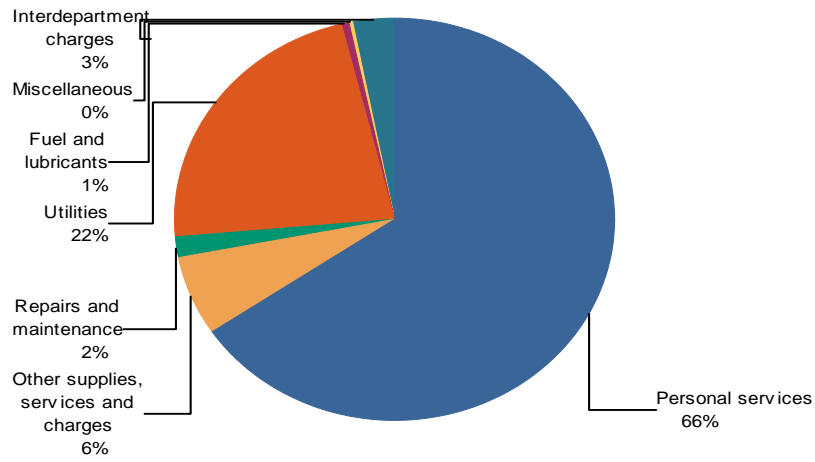
Expenses by Program and Services

Programs and Services	FY15 Actual	FY16 Budget	FY16 Projected	FY17 Requested	Difference FY16 Budget		Difference FY16 Proj
					\$	%	\$
Department Administration	1,383,204	1,330,595	1,397,951	1,397,466	66,870	5%	(485)
Support To Development	337,852	188,537	174,446	138,420	(50,116)	(27%)	(36,025)
Support to Water Eng & Const	232,261	95,726	82,472	98,308	2,582	3%	15,836
Customer Service	188,418	157,260	157,029	344,598	187,338	119%	187,569
Support to Solid Waste Mgmt	25,495	44,738	97,088	30,811	(13,927)	(31%)	(66,277)
Traffic Engineering	150,958	207,790	207,631	1,984,968	1,777,178	855%	1,777,337
Infrastructure Improvemts	1,377,569	1,281,538	1,256,143	1,286,310	4,772	0%	30,167
Support to Airport	55,910	30,865	25,454	40,995	10,130	33%	15,542
Department Totals	3,751,667	3,337,049	3,398,213	5,321,876	1,984,827	59%	1,923,662

Expenses by Type

Expense Category	FY15 Actual	FY16 Budget	FY16 Projected	FY17 Requested	Difference FY16 Budget		Difference FY16 Proj
					\$	%	\$
Personal services	3,365,761	2,958,271	3,038,210	3,487,202	528,931	18%	448,992
Other supplies, services and charges	141,182	119,153	123,376	337,651	218,498	183%	214,275
Repairs and maintenance	75,438	47,781	47,511	89,458	41,676	87%	41,946
Utilities	0	0	0	1,196,773	1,196,773	0%	1,196,773
Fuel and lubricants	18,913	29,042	13,714	31,413	2,371	8%	17,699
Miscellaneous	1,530	17,270	9,870	9,650	(7,620)	(44%)	(220)
Interdepartment charges	148,843	165,532	165,532	169,729	4,197	3%	4,197
Department Totals	3,751,667	3,337,049	3,398,213	5,321,876	1,984,827	59%	1,923,662

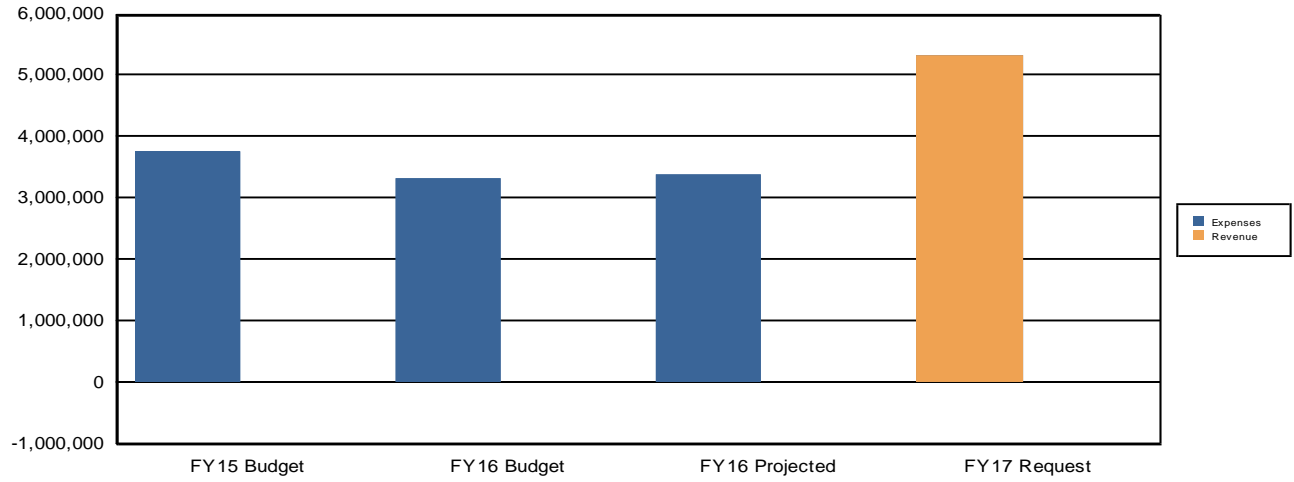
FY17 Expenses By Type



Full Time Equivalents (FTE)

Job Titles	FY15 Budget	FY16 Budget	FY17 Requested	Difference FY16	Amended Ch
Administrative Assistant	1.00	1.00	1.00	0.00	
CIP Resident Inspector	4.00	5.00	5.00	0.00	
City Traffic Engineer	1.00	1.00	1.00	0.00	
Clerk-Typist	1.00	1.00	1.00	0.00	
Construction Inspector	1.90	2.80	2.10	-0.70	
Construction Manager	1.00	1.00	1.00	0.00	
Construction Project Manager	3.00	3.00	3.00	0.00	
Deputy Dir. of P.Wks./Admin.	1.00	1.00	1.00	0.00	
Deputy Dir. of P.Wks./City Eng	1.00	1.00	1.00	0.00	
Development Engineering Mgr.	1.00	0.00	0.00	0.00	
Director of Public Works	1.00	1.00	1.00	0.00	
Engineering Technician	2.00	3.00	3.00	0.00	
Environmental Specialist	0.00	0.00	1.00	1.00	
Field Engineering Inspector	0.00	0.00	1.00	1.00	
Lead Engineering Technician	0.00	0.00	1.00	1.00	
Project Manager	0.00	1.00	1.00	0.00	
Public Works Inspector	5.00	0.00	0.00	0.00	
Public Works Mgmt. Analyst	1.00	1.00	1.00	0.00	0.0
Public Works Administration Manager					1.0
Right-of-Way Agent	1.00	1.00	1.00	0.00	
Senior Engineering Technician	2.00	2.00	1.00	-1.00	
Senior Signal & Lighting Tech.	0.00	0.00	1.00	1.00	
Senior Staff Engineer	8.00	6.00	4.00	-2.00	
Service Representative I	1.00	1.00	1.00	0.00	
Signal & Lighting Technician	0.00	0.00	1.00	1.00	
Signs & Markings Technician	0.00	0.00	3.00	3.00	
Staff Engineer	0.00	0.00	2.00	2.00	
Streets Operations Supervisor	0.00	0.00	1.00	1.00	
Supervisory Engineer	2.00	1.00	1.00	0.00	

Total Budget



Report data refreshed 9/21/2016 6:40:17AM

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City of Lee's Summit, Missouri
 FLSA Administrative/Professional/Executive Exemption Analysis Tool

Job Title:	Department:
Supervisor:	Date:
Current Pay Grade:	Department Director:

Salary Test: Effective December 1, 2016, in order to meet the salary test for exempt status, an employee must receive a gross pay amount of at least \$913.00 per week/\$22.825 per hour/\$47,476.00 per year.

Does the employee receive a gross pay amount of at least \$913.00 per week? Yes No

*If the answer to the above is NO, then the employee is non-exempt. STOP.
 If the answer is YES, go on to the Duties Tests.

Duties Tests: The employee only needs to satisfy one of the three duties tests below.

- Administrative Duties Test: Employees whose primary duty (50% or more of the employee's time) is office or non-manual work related to management or general business operations of the City, with work involving exercise of discretion and independent judgment related to matters of significance. Check all that apply:
 - Authority to formulate, affect, interpret or implement management policies or operating practices.
 - Carries out major assignments in conducting the operations of the organization.
 - Performs work that affects business operations to a substantial degree.
 - Authority to waive or deviate from policies and procedures without prior approval.
 - Provides consultation or expert advice to management.
 - Plans operational objectives.
 - Investigates and resolves matters of significance on behalf of management or the organization.
 - Leads a team of workers assigned to a task or project.
 - Have been delegated authority regarding matters of significance.

Based on the criteria listed above, does the employee's primary duty consist of office or non-manual work directly related to the management or general business operations of the City?
 Yes No

Based on the criteria listed above, does the employee customarily and regularly exercise discretion or independent judgment related to matters of significance? Yes No

* If the answer to either of the above is NO, then the employee does not qualify for the Administrative duty exemption.

*If the answer to both of the above is YES, STOP and go to Pg. 3.

- Executive Duties Test: employees whose primary duty (50% or more of the employee's time) is the management of the City, with the employee directly supervising two or more full time equivalent (FTE) employees. Check all that apply:
 - Interviewing, selecting, training employees, and directing the work of employees; conducting performance appraisals of employees.
 - Disciplining employees
 - Planning the work, determining techniques, and apportioning the work among employees.
 - Determining the type of materials, supplies, machinery, equipment, or tools to be used and bought.
 - Planning and controlling a budget.

Based upon the above criteria, does the employee's primary duty consist of management within the City? Yes No

Does the employee customarily and regularly direct the work of two or more employees?
 Yes No

Does the employee have the authority to make employment decisions regarding other employees, or is their recommendation given particular weight? Yes No

* If the answer to either of the above is NO, then the employee does not qualify for the Executive duty exemption.

*If the answer to all of the above is YES, STOP and go to Pg. 3.

- Professional Duties Test: employees whose primary duty (50% or more of the employee's time) involves performance work requiring advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction or the performance of creative work requiring invention, imagination, originality, or talent in a recognized field of artistic or creative endeavors.

Does the employee's primary duty meet the following requirements? Yes No

- 1) Employee performs work requiring advanced knowledge, predominately intellectual in character and includes work requiring consistent exercise of discretion and judgment.
- 2) Advanced knowledge is in a field of science or learning.
- 3) Advanced knowledge is customarily acquired by a prolonged course of specialized intellectual instruction.

Does the employee's primary duty require invention, imagination, originality, or talent in a recognized field of artistic or creative endeavor?

Yes No

Summary of Analysis. Based upon the analysis above, the above-referenced position satisfies the following:

<u>Test</u>	<u>Yes</u>	<u>No</u>
Salary Test		
Administrative Duties Test		
Executive Duties Test		
Professional Duties Test		

This position _____ IS _____ IS NOT Exempt under the FLSA guidelines.

Based upon the above analysis and determination, this position needs to be re-graded to Grade 15 Exempt.

Yes No

If the position is determined to be non-exempt, please provide an estimate of weekly overtime expectations based upon current workload: _____ hours per week.

Date

Supervisor

Department Director

Director of Human Resources

For Human Resources Department Use Only

No Action Needed

Employee/Position Status Updated: _____ by _____
Date Employee Name

Packet Information

File #: BILL NO. 16-218, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017 AS ADOPTED BY ORDINANCE NO. 7894 BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017 AS ADOPTED BY ORDINANCE NO. 7894 BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Key Issues:

-Chief of Litigation position was vacated in August 2016.

-Interviews to fill vacant position held in September 2016.

-Results of interviews and internal analysis of needs of the department and the organization prompted re-organization to consist of the following:

- Split of current FTE for Chief of Litigation position into two (2) 0.50 FTEs, with the Chief of Litigation position remaining in the pay plan as 0.50 FTE.

- Creation of a new position to utilize the remaining 0.50 FTE, titled Chief Counsel of Infrastructure and Planning, resulting in no FTE increase or financial impact.

- Re-distribution of additional job duties to current Chief Counsel of Management and Operations, and re-titling of position to Chief Counsel of Management and Operations/Deputy City Attorney, resulting in no FTE increase or financial impact.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017 AS ADOPTED BY ORDINANCE NO. 7894 BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

The Law Department experienced the departure of the Chief of Litigation in August 2016. The position, which served as the primary litigation counsel for the City as well as primary counsel for the Public Works department, among other duties, was posted immediately. Interviews of several candidates were held in September 2016.

Contemporaneous to the interview process, an analysis of the needs and objectives of the Department was revisited. When reviewing the workload of the position when performing at optimal/intended output, it was determined that there is a need and objective of dedicating talent and resources exclusively to litigation related matters, and that continuing to bring and keep litigation matters in-house will result in further financial savings to the City overall. Additionally, it was determined that assigning tasks related to the Public Works Department, including condemnation/ eminent domain, as well as the Planning and Codes Department would result in further efficiencies, as these departments have frequent interactions at both the operational and legal level.

In reviewing these findings, it was determined that an individual most qualified to provide services related to litigation may not be as uniquely qualified to provide the remaining services needed with respect to the Public Works and Planning and Codes Department. However, it was also determined that the volume of work for these needs individually did not warrant the creation of any additional FTEs.

The Law Department proposes that the current FTE allocated to the Chief of Litigation position be split, and a new job position be created, with the FTE to be re-allocated and titled as follows:

- Chief of Litigation: 0.50 FTE (Part-Time position 20-29 hours per week)
- Chief Counsel of Infrastructure & Planning 0.50 FTE (Part-Time position 20-29 hours per week)

There will be no additional financial impact to the Law Department budget as a result of these changes.

The proposed re-organization as noted above will also include the addition of job duties and restructuring of the Chief Counsel of Management & Operations position. As a result of this, it is proposed that the title also be changed to Chief Counsel of Management & Operations/Deputy City Attorney. There is no financial impact associated with this job title modification, and is included in this packet solely for the purpose of being included as a change in title to the Pay Plan.

Impact/Analysis:

No budgetary impact.

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Brian W. Head, City Attorney

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017 AS ADOPTED BY ORDINANCE NO. 7894 BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

File #: BILL NO. 16-218, **Version:** 1

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 16-218

AN ORDINANCE APPROVING AMENDMENT NO.5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Ordinance No. 7894, passed by the City Council on June 16, 2016, adopted the City's Budget for the Fiscal Year ending June 30, 2017; and,

WHEREAS, Exhibit A of Ordinance No. 7894 approved the Pay and Classification Plan which was attached to Ordinance No. 7894; and,

WHEREAS, the Law Department has submitted a proposal to revise the Pay and Classification Plan as applied to certain positions within the Law Department; and,

WHEREAS, said revisions include the addition of one job title, the revision of one job title, and the splitting of current FTE allocations among two positions equally; and,

WHEREAS, the City Council desires to affirm the adjustments to the Pay and Classification Plan proposed by the Law Department and to further appropriate funding for the additional full time equivalents requested.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Budget of the City of Lee's Summit, Missouri adopted by Ordinance No. 7894 by the City Council on June 16, 2016, as amended by Ordinance No. _____ with "Exhibit A-1" be and hereby is amended by removing the existing "Exhibit A-1", and replacing it with the attached "Exhibit A-2".

SECTION 2. That all other provisions of Ordinance No. 7894 shall remain in full force and effect subject to Amendment No. 1 (Ordinance No: 7944); Amendment No. 2 (Ordinance No: 7945); Amendment No. 3 (Ordinance No: 7963); and Amendment No. 4 (Ordinance No. _____).

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO. 16-218

APPROVED by the Mayor of said city this _____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Jackie McCormick Heanue

FY17 Pay and Classification Plan

Exhibit A

Department	Job Title	Grade	Min	Mid	Max
Finance	Cash Receipts Clerk	7	24,565.94	31,960.29	39,354.64
All	Clerk-Typist	7	24,565.94	31,960.29	39,354.64
Airport	Airport Attendant	8	26,111.65	34,037.54	41,963.42
Municipal Court	Deputy Court Clerk	8	26,111.65	34,037.54	41,963.42
Airport	Line Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Operations	Service Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Engineering	Service Representative I	8	26,111.65	34,037.54	41,963.42
Police	Shelter Attendant	8	26,111.65	34,037.54	41,963.42
Finance	Accounting Clerk	9	28,268.71	36,904.80	45,540.89
Municipal Court	Bond Clerk	9	28,268.71	36,904.80	45,540.89
Police	Crime Scene Technician	9	28,268.71	36,904.80	45,540.89
Central Building Services	Custodian	9	28,268.71	36,904.80	45,540.89
Police	Parking Control Officer	9	28,268.71	36,904.80	45,540.89
Police	Police Records Clerk	9	28,268.71	36,904.80	45,540.89
Police	Police Services Officer	9	28,268.71	36,904.80	45,540.89
Municipal Court	Records Management Clerk	9	28,268.71	36,904.80	45,540.89
All	Secretary	9	28,268.71	36,904.80	45,540.89
Finance	Treasury Cashier	9	28,268.71	36,904.80	45,540.89
Municipal Court	Warrant Clerk	9	28,268.71	36,904.80	45,540.89
All	Administrative Assistant	10	30,643.74	40,082.02	49,520.29
All	Administrative Secretary	10	30,643.74	40,082.02	49,520.29
Water	Customer Service Rep.	10	30,643.74	40,082.02	49,520.29
Police	Detention Officer	10	30,643.74	40,082.02	49,520.29
Police	Evidence & Property Tech.	10	30,643.74	40,082.02	49,520.29
Fire	Office Coordinator	10	30,643.74	40,082.02	49,520.29
Finance	Procurement Officer I	10	30,643.74	40,082.02	49,520.29
Public Works Engineering	Signs & Markings Technician	10	30,643.74	40,082.02	49,520.29

Department	Job Title	Grade	Min	Mid	Max
Finance	Account Technician	11	33,261.42	43,572.46	53,883.50
Municipal Court	Accounting Technician	11	33,261.42	43,572.46	53,883.50
Police	Animal Control Officer	11	33,261.42	43,572.46	53,883.50
Development Services	Business Service Rep - Dev Ctr	11	33,261.42	43,572.46	53,883.50
All	Communications Specialist	11	33,261.42	43,572.46	53,883.50
Development Services	Community Standards Officer	11	33,261.42	43,572.46	53,883.50
Municipal Court	Court Security Officer	11	33,261.42	43,572.46	53,883.50
Administration	Deputy City Clerk	11	33,261.42	43,572.46	53,883.50
Finance	EMS Billing Specialist	11	33,261.42	43,572.46	53,883.50
Administration	Executive Assistant	11	33,261.42	43,572.46	53,883.50
Law	Executive Assistant PTR	11	33,261.42	43,572.46	53,883.50
All	Facilities Maintenance Worker	11	33,261.42	43,572.46	53,883.50
Administration	Human Resources Assistant	11	33,261.42	43,572.46	53,883.50
ITS	ITS Help Desk Support Spec.	11	33,261.42	43,572.46	53,883.50
Police	Lead Detention Officer	11	33,261.42	43,572.46	53,883.50
Law	Legal Assistant	11	33,261.42	43,572.46	53,883.50
Development Services	Neighborhood Services Officer	11	33,261.42	43,572.46	53,883.50
Police	Purchasing and Supply Officer	11	33,261.42	43,572.46	53,883.50
Public Works Engineering	Signal & Lighting Technician	11	33,261.42	43,572.46	53,883.50
ITS	System Support Analyst	11	33,261.42	43,572.46	53,883.50
Finance	Accountant	12	36,149.53	46,240.43	56,331.32
Finance	Accounts Payable Supervisor	12	36,149.53	46,240.43	56,331.32
Public Works Operations	Administrative Coordinator	12	36,149.53	46,240.43	56,331.32
Water	Administrative Supervisor	12	36,149.53	46,240.43	56,331.32
Administration	Benefits Specialist	12	36,149.53	46,240.43	56,331.32
Administration	Communications Strategist	12	36,149.53	46,240.43	56,331.32
Law	Contract Compliance Coord/Para	12	36,149.53	46,240.43	56,331.32
Water	Customer Service Supervisor	12	36,149.53	46,240.43	56,331.32
Development Services	Development Technician	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Engineering Technician	12	36,149.53	46,240.43	56,331.32
Water	Equipment Technician	12	36,149.53	46,240.43	56,331.32
Development Services	Field Building Inspector	12	36,149.53	46,240.43	56,331.32
Development Services	Field Engineering Inspector	12	36,149.53	46,240.43	56,331.32
ITS	GIS Technician	12	36,149.53	46,240.43	56,331.32
Water	Instrumentation and Controls Technician	12	36,149.53	46,240.43	56,331.32
All	Lead Comm Specialist	12	36,149.53	46,240.43	56,331.32
Administration	Marketing Specialist	12	36,149.53	46,240.43	56,331.32
Finance	Payroll Specialist	12	36,149.53	46,240.43	56,331.32
Development Services	Permit Technician	12	36,149.53	46,240.43	56,331.32
Municipal Court	Probation/Compliance Officer	12	36,149.53	46,240.43	56,331.32
Finance	Procurement Officer II	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Senior Signal & Lighting Tech.	12	36,149.53	46,240.43	56,331.32
ITS	System Support Specialist	12	36,149.53	46,240.43	56,331.32
All	Technical Services Specialist	12	36,149.53	46,240.43	56,331.32
Water	Utility Technician	12	36,149.53	46,240.43	56,331.32
ITS	Web Specialist	12	36,149.53	46,240.43	56,331.32

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Field Supvr.	13	39,339.27	51,750.82	64,162.36
Central Building Services	Central Building Services Supv	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	CIP Resident Inspector	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Environmental Specialist	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Field Engineering Inspector	13	39,339.27	51,750.82	64,162.36
Finance	Financial Analyst	13	39,339.27	51,750.82	64,162.36
Administration	Human Resources Generalist	13	39,339.27	51,750.82	64,162.36
Fire/Dev. Center/Water	Management Analyst	13	39,339.27	51,750.82	64,162.36
Water	Metered Services Supervisor	13	39,339.27	51,750.82	64,162.36
Law	Office Manager/Paralegal	13	39,339.27	51,750.82	64,162.36
Development Services	Planner	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Right-of-Way Agent	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Senior Engineering Technician	13	39,339.27	51,750.82	64,162.36
ITS	Senior GIS Technician	13	39,339.27	51,750.82	64,162.36
Finance	Senior Procurement Officer	13	39,339.27	51,750.82	64,162.36
Water	Water Utilities Analyst	13	39,339.27	51,750.82	64,162.36
 					
ITS	Applications Analyst	14	42,865.82	56,518.59	70,171.35
Airport	Assistant Airport Manager	14	42,865.82	56,518.59	70,171.35
Finance	Cash Management Officer	14	42,865.82	56,518.59	70,171.35
All	Communications Supervisor	14	42,865.82	56,518.59	70,171.35
ITS	Communications Systems Admin.	14	42,865.82	56,518.59	70,171.35
Water	Community Relations Specialist	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Construction Project Manager	14	42,865.82	56,518.59	70,171.35
Central Vehicle Maintenance	Maintenance Shop Supervisor	14	42,865.82	56,518.59	70,171.35
Police	Mgr, Accreditation/Info Mgmt	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Project Manager	14	42,865.82	56,518.59	70,171.35
Planning and Special Projects	Senior Planner	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Lead Engineering Technician	14	42,865.82	56,518.59	70,171.35
ITS	Web Administrator	14	42,865.82	56,518.59	70,171.35

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Manager	15	47,476.00	61,781.62	76,794.41
ITS	Applications Administrator	15	47,476.00	61,781.62	76,794.41
Administration	City Clerk	15	47,476.00	61,781.62	76,794.41
Water	Control System Supervisor	15	47,476.00	61,781.62	76,794.41
Administration	Media Services Supervisor	15	47,476.00	61,781.62	76,794.41
ITS	Network Administrator	15	47,476.00	61,781.62	76,794.41
Development Services	Plans Examiner	15	47,476.00	61,781.62	76,794.41
Police	Police Systems Manager	15	47,476.00	61,781.62	76,794.41
Administration	Public Communications Coord.	15	47,476.00	61,781.62	76,794.41
Administration	Risk Management Officer	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Staff Engineer	15	47,476.00	61,781.62	76,794.41
All	Streets Operations Supervisor	15	47,476.00	61,781.62	76,794.41
Water	Utility System Supervisor	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Environmental Specialist	15	47,476.00	61,781.62	76,794.41
Police	Mgr, Accreditation/Info Mgmt	15	47,476.00	61,781.62	76,794.41
Airport	Assistant Airport Manager	15	47,476.00	61,781.62	76,794.41
Finance	Cash Management Officer	15	47,476.00	61,781.62	76,794.41
Finance	Financial Analyst	15	47,476.00	61,781.62	76,794.41
Development Services	Planner	15	47,476.00	61,781.62	76,794.41
CBS	Central Building Services Manager	15	47,476.00	61,781.62	76,794.41
Administration	Management Analyst	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Public Works Administration Manager	15	47,476.00	61,781.62	76,794.41
Airport	Airport Manager	16	51,092.90	67,596.04	84,099.07
Municipal Court	Court Administrator	16	51,092.90	67,596.04	84,099.07
ITS	Database Administrator	16	51,092.90	67,596.04	84,099.07
Development Services	Field Services Manager	16	51,092.90	67,596.04	84,099.07
Central Vehicle Maintenance	Fleet Manager	16	51,092.90	67,596.04	84,099.07
ITS	GIS Coordinator	16	51,092.90	67,596.04	84,099.07
ITS	IT Operations Supervisor	16	51,092.90	67,596.04	84,099.07
ITS	ITS Project Manager	16	51,092.90	67,596.04	84,099.07
ITS	ITS Support Services Supvr.	16	51,092.90	67,596.04	84,099.07
Development Services	Planning Division Manager	16	51,092.90	67,596.04	84,099.07
Development Services	Project Manager - Dev Ctr	16	51,092.90	67,596.04	84,099.07
Public Works Operations	Public Works Operations Mgr.	16	51,092.90	67,596.04	84,099.07
Development Services	Senior Field Building Inspect.	16	51,092.90	67,596.04	84,099.07
All	Senior Staff Engineer	16	51,092.90	67,596.04	84,099.07
Law	Staff Attorney	16	51,092.90	67,596.04	84,099.07
ITS	Systems Analyst	16	51,092.90	67,596.04	84,099.07
Water	Utility System Manager	16	51,092.90	67,596.04	84,099.07
Planning and Special Projects	Senior Planner	16	51,092.90	67,596.04	84,099.07

Department	Job Title	Grade	Min	Mid	Max
Planning and Special Projects	Asst Director of Planning Svcs	17	55,888.87	74,080.70	92,272.52
Development Services	Asst. Director of Codes Admin.	17	55,888.87	74,080.70	92,272.52
Central Building Services	City Architect	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Construction Manager	17	55,888.87	74,080.70	92,272.52
Finance	Controller	17	55,888.87	74,080.70	92,272.52
Development Services	Development Engineering Mgr.	17	55,888.87	74,080.70	92,272.52
Water	Facilities Manager	17	55,888.87	74,080.70	92,272.52
Finance	Procurement & Contract Svc Mgr	17	55,888.87	74,080.70	92,272.52
Solid Waste	Solid Waste Superintendent	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Supervisory Engineer	17	55,888.87	74,080.70	92,272.52
Development Services	Planning Division Manager	17	55,888.87	74,080.70	92,272.52
Development Services	Asst. Development Center Dir.	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Engineering Svcs	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Support Service	18	61,212.99	81,260.25	101,307.50
Water	Asst. Director of Operations	18	61,212.99	81,260.25	101,307.50
Public Works Operations	Asst. Director of P. Wks. Oper	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Mgmt & Ops / Dep City Attorney	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Public Safety	18	61,212.99	81,260.25	101,307.50
Law	Chief of Litigation	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Infrastructure & Planning	18	61,212.99	81,260.25	101,307.50
Public Works Engineering	City Traffic Engineer	18	61,212.99	81,260.25	101,307.50
ITS	Manager, Entprs. Tech. Svcs.	18	61,212.99	81,260.25	101,307.50
ITS	Asst Director, App Mgmt Svcs	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./Admin.	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./City Eng	19	70,545.93	93,649.72	116,753.51
Finance	Deputy Director of Finance	19	70,545.93	93,649.72	116,753.51
Administration	Director of Human Resources	19	70,545.93	93,649.72	116,753.51
ITS	Chief Technology Officer	20	74,711.04	99,216.27	123,721.49
All	Director of Administration	20	74,711.04	99,216.27	123,721.49
Development Services	Director of Development Center	20	74,711.04	99,216.27	123,721.49
Planning and Special Projects	Director of Planning & NHS	20	74,711.04	99,216.27	123,721.49
All	Asst. City Mgr., Dev Svcs/Comm	21	80,141.96	106,428.52	132,715.08
All	Asst. City Mgr., Operations	21	80,141.96	106,428.52	132,715.08
Water	Director of Water Utilities	21	80,141.96	106,428.52	132,715.08
Finance	Finance Director	21	80,141.96	106,428.52	132,715.08
Public Works Engineering	Director of Public Works	22	82,909.73	108,863.02	134,816.31
Fire	Fire Chief	22	82,909.73	108,863.02	134,816.31
Police	Police Chief	22	82,909.73	108,863.02	134,816.31
Law	Chief Prosecuting Attorney	24	90,000.00	145,000.00	200,000.00
Law	City Attorney	24	90,000.00	145,000.00	200,000.00

Department	Job Title	Grade	Min	Mid	Max
Part Time Temporary					
Development Services	Administrative Support	PTT	0.00	25,000.00	50,000.00
Airport	Airport Intern	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Evening	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Sys Support PTT	PTT	0.00	25,000.00	50,000.00
Public Works Engineering	Construction Inspector	PTT	0.00	25,000.00	50,000.00
Water	Fire Hydrant Painter	PTT	0.00	25,000.00	50,000.00
ITS	ITS Support PTT	PTT	0.00	25,000.00	50,000.00
Administration	Payroll Support	PTT	0.00	25,000.00	50,000.00
Planning and Special Projects	Planning Intern	PTT	0.00	25,000.00	50,000.00
Law	Prosecuting Attorney PTR	PTT	0.00	25,000.00	50,000.00
Represented Groups					
Fire	Fire Engineer	F2	40,941.09	48,617.55	56,294.00
Fire	Firefighter	F2	40,941.09	48,617.55	56,294.00
Fire	Fire Specialist	F3	44,605.37	55,779.02	66,952.67
Fire	Fire Captain I	F4	53,153.26	63,597.88	74,042.49
Fire	Fire Captain II	F5	58,134.06	71,940.90	85,747.74
Fire	Battalion Chief	F7	69,810.54	84,121.70	98,432.86
Fire	Assistant Fire Chief II	F8	76,442.50	92,113.26	107,783.98
Fire	Assistant Fire Chief I	F9	79,749.90	100,864.02	118,030.00
Police	Police Officer I	P1	38,629.42	46,077.33	53,778.27
Police	Police Officer II	P2	42,032.31	49,798.30	57,826.85
Police	Master Police Officer I	P3	45,794.26	57,400.16	69,006.06
Police	Master Police Officer II	P4	57,201.54	63,103.80	69,006.06
Police	Police Sergeant I	P5	57,500.00	72,073.54	86,647.08
Police	Police Sergeant II	P6	72,073.00	79,360.00	86,647.00
Police	Police Captain	P7	69,810.54	84,121.70	98,432.86
Police	Police Major I	P8	76,442.50	92,113.26	107,783.98
Police	Police Major II	P9	79,749.90	100,864.02	118,030.00
Central Vehicle Maintenance	Mechanic	UN0	33,473.65	41,713.36	49,953.07
All	Maintenance Worker	UN2	28,443.17	36,418.62	44,394.06
Public Works Operations	Equipment Operator	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Sewer	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Water	UN4	35,075.25	42,514.16	49,953.07
Water	Meter Service Technician	UN6	26,111.70	37,815.86	49,520.22
Water	Metered Services Specialist	UN7	33,261.49	43,572.46	53,883.44

Law

FY17 Budget Summary

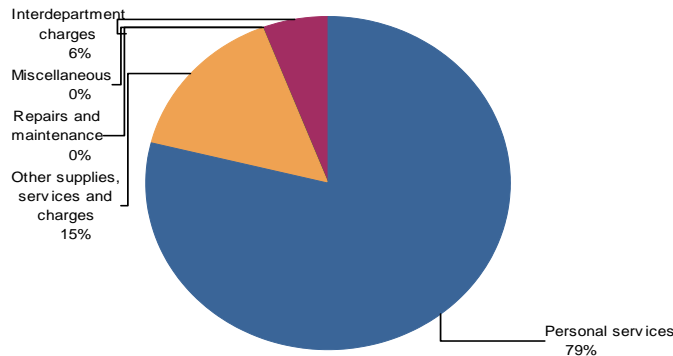
Expenses by Program and Services

Programs and Services	FY15	FY16	FY16	FY17	Difference		Difference	
	Actual	Budget	Projected	Requested	FY16 Budget		FY16 Projected	
					\$	%	\$	%
Department Administration	319,909	451,325	488,607	370,121	(81,204)	(18%)	(118,486)	(24%)
Safety & Risk Management	149,092	125,552	127,342	182,579	57,027	45%	55,237	43%
Code Enforcement/Prosecut	336,472	335,674	314,498	354,462	18,788	6%	39,964	13%
Support To Development	64,141	3,312	3,312	72,213	68,901	2,080%	68,901	2,080%
Legal Compliance	335,466	303,394	250,161	291,854	(11,540)	(4%)	41,693	17%
Department Totals	1,205,080	1,219,257	1,183,920	1,271,229	51,972	4%	87,309	7%

Expenses by Type

Expense Category	FY15	FY16	FY16	FY17	Difference		Difference	
	Actual	Budget	Projected	Requested	FY16 Budget		FY16 Projected	
					\$	%	\$	%
Personal services	1,028,626	993,368	942,960	1,002,151	8,783	1%	59,191	6%
Other supplies, services and charges	120,957	160,379	175,350	193,707	33,328	21%	18,357	10%
Repairs and maintenance	0	941	941	1,010	69	7%	69	7%
Miscellaneous	0	300	400	400	100	33%	0	0%
Interdepartment charges	55,497	64,269	64,269	73,961	9,692	15%	9,692	15%
Department Totals	1,205,080	1,219,257	1,183,920	1,271,229	51,972	4%	87,309	7%

FY17 Expenses By Type

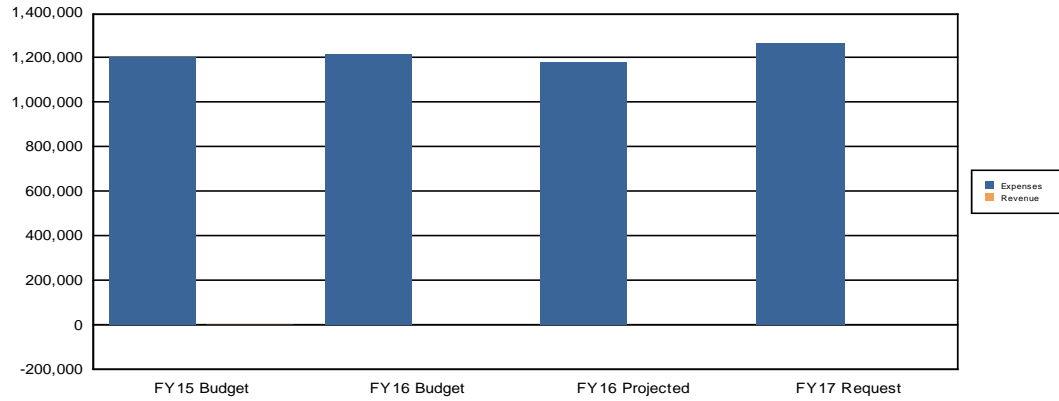


Full Time Equivalents (FTE)

Job Titles	FY15	FY16	FY17	Difference	Amended Changes
	Budget	Budget	Requested	FY16	
Assistant City Attorney II	1.00	0.00	0.00	0.00	
Asst City Attorney I/Risk Mgr	1.00	0.00	0.00	0.00	
Chief Counsel of Infrastructure & Planning					0.50
Chief Counsel of Mgmt & Ops / Deputy City Attorney	0.00	1.00	1.00	0.00	
Chief Counsel of Public Safety	0.00	0.00	1.00	1.00	
Chief of Litigation	0.00	1.00	1.00	0.00	0.50
Chief Prosecuting Attorney	1.00	1.00	1.00	0.00	
City Attorney	1.00	1.00	1.00	0.00	
Contract Compliance Coord/Para	0.00	1.00	1.00	0.00	
Contract Compliance Manager	1.00	0.00	0.00	0.00	

Deputy City Attorney	1.00	0.00	0.00	0.00	
Executive Assistant PTR	0.00	0.75	0.80	0.05	
Legal Assistant	0.00	0.00	1.00	1.00	
Legal Secretary	1.00	0.00	0.00	0.00	
Office Coordinator II	1.00	0.00	0.00	0.00	
Office Manager/Paralegal	0.00	0.00	1.00	1.00	
Paralegal/Victims Advocate	2.00	2.00	0.00	-2.00	
Police Legal Advisor	1.00	1.00	0.00	-1.00	
Prosecuting Attorney PTR	0.50	0.50	0.75	0.25	
Staff Attorney	0.00	1.00	1.00	0.00	
Department Totals	11.50	10.25	10.55	0.30	1.00

Total Budget



Report data refreshed 9/26/2016 6:40:55AM

Packet Information

File #: 2016-0570, **Version:** 1

PUBLIC HEARING - Appl. #PL2016-153 - REZONING from RP-2 to RP-3 - 202 SW 3rd St; Harlen & Liesl Hays, applicants

Issue/Request:

The applicants propose to rezone an approximately 0.28 acre parcel located at 202 SW 3rd St from RP-2 (Planned Two-family Residential) to RP-3 (Planned Residential Mixed Use). The property is developed with a single-family residence. The request for rezoning stems from the applicants' proposal to operate the residence as a bed & breakfast inn. A bed & breakfast inn is not permitted under the existing RP-2 zoning, but is allowed under the proposed RP-3 zoning.

This application is associated with Appl. #PL2016-154 for a special use permit for a bed & breakfast inn on the subject property, also on this agenda.

Proposed City Council Motion:

I move to direct staff to present an ordinance approving PUBLIC HEARING - Appl. #PL2016-153 - REZONING from RP-2 to RP-3 - 202 SW 3rd St; Harlen & Liesl Hays, applicants.

Recommendation: Staff recommends **APPROVAL** of the rezoning.

Committee Recommendation: On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2016-153, Rezoning from RP-2 to RP-3: 202 SW 3rd St; Harlen & Liesl Hays, applicants; subject to staff's letter of September 23, 2016.

LEE'S SUMMIT PLANNING COMMISSION

Minutes of Tuesday, September 27, 2016

The Tuesday, September 27, 2016, Lee's Summit Planning Commission meeting was called to order by Chairperson Norbury at 5:00 p.m., at City Council Chambers, 220 SE Green Street, Lee's Summit, Missouri.

OPENING ROLL CALL:

Chairperson Jason Norbury	Present	Mr. Nate Larson	Absent
Mr. Fred Delibero	Present	Mr. Beto Lopez	Absent
Mr. Donnie Funk	Present	Ms. Colene Roberts	Present
Mr. Fred DeMoro	Present	Mr. Brandon Rader	Present
Mr. Frank White III	Absent		

Also present were Robert McKay, Director, Planning and Planning and Codes Administration; Chris Hughey, Project Manager; Hector Soto, Planning Division Manager; Jennifer Thompson, Staff Planner; Christina Stanton, Senior Planner; Sheri Wells, Staff Attorney; Kent Monter, Development Engineering Manager; Michael Park, City Traffic Engineer; Jim Eden, Assistant Fire Chief I, Fire Department; and Kim Brennan, Permit Tech.

1. APPROVAL OF CONSENT AGENDA

A. Minutes of the September 13, 2016, Planning Commission meeting

On the motion of Mr. Delibero, seconded by Ms. Roberts, the Planning Commission voted unanimously by voice vote to **APPROVE** the Consent Agenda, Item 1A as published.

APPROVAL OF AGENDA:

Chairperson Norbury announced that there were no changes to the agenda, and asked for a motion to approve. On the motion of Mr. Delibero, seconded by Ms. Roberts, the Planning Commission voted unanimously by voice vote to **APPROVE** the agenda as published.

2. Continued Application #PL2016-114 - PRELIMINARY DEVELOPMENT PLAN - approximately 7.11 acres located at the southeast corner NW Blue Pkwy and NW Colbern Rd for the proposed Summit Village; Newmark Grubb Zimmer, applicant

Chairperson Norbury opened the hearing at 5:02 p.m. and announced that Application PL2016-114 was being continued to a date certain of October 25, 2016 at the applicant's request. He asked for a motion to approve.

Mr. DeMoro made a motion to continue Application PL2016-114 to a date certain of October 25, 2016. Mr. Funk seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Funk, the Planning Commission members voted unanimously by voice vote to **CONTINUE** Application PL2016-114 to a date certain of October 25, 2016.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

Chairperson Norbury announced that a number of people were present wanting to give testimony. He explained that the order of hearings was that the applicant would give a presentation, staff would give a presentation and after that the floor would be open to testimony and comments from the public. He asked participants to limit their comments to three minutes, and there might be a second chance to comment but that would depend on the time. Tonight's meeting included a variety of types of applications, and some required more detail than others. Anyone wishing to speak would need to be sworn in at the beginning of a hearing.

<p>3. Application #PL2016-145 - REZONING from R-1 to PMIX and CONCEPTUAL DEVELOPMENT PLAN - Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions, LLC, applicant</p>
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Chairperson Norbury opened the hearing at 5:06 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Matt Schlicht of Engineering Solutions gave his address as 50 SE 30th Street in Lee's Summit. He stated that a number of people involved in the project were present: Mr. John Bondin, developer; Mr. Bunk Farrington, attorney; Ms. Christine Bushyhead, attorney and Mr. Jeff Wilke with TransSystems. Mr. Schlicht's presentation focused on the conceptual preliminary plat and rezoning, which would set the stage for the overall development. The apartment plan would be covered during this hearing in a separate presentation.

The subject property was 74 acres. He displayed a map of the Village portion, noting that north was to the left. View High and the Fred Arbanas Golf Course were on the bottom left side (northwest) side, 3rd Street and CVS, McDonald's and other New Longview development was to the south (right). The new Winterset 10th plat was on Roosevelt Road to the east. Displaying the 2004 concept plan for Winterset Valley, Mr. Schlicht stated that the property was zoned R-1 at present, and had been brought into the city in 2004 as part of Winterset's concept plan. Commercial development and apartments had been planned for the View High side, with some townhomes between that portion and the R-1 development.

The project had not followed this concept plan exactly in the actual development. A second map showed Roosevelt Road and Winterset's 10th phase, and Mr. Schlicht pointed out on the map how the single-family development had essentially migrated to the west, with some of the denser, multi-family or villa-type homes being eliminated from the plan.

Tonight's application included a PMIX zoning for this property. At the northeast end of the map, Mr. Schlicht pointed out Lot 1, for apartments, and Lot 2, which would include senior-oriented housing. The concept plan had shown some larger buildings with a net 150 units. The applicant had discussed this with nearby residents, and they were not happy about these bigger buildings not looking very similar to the other residential style used. They were now working on breaking up the massive appearance and reducing the scale of the parts that were closest to the neighbors. The appearance would become more blocky when it got closer to the retention/detention stormwater facility.

At the south end, they proposed 250,000 square feet of commercial use. This was anticipated to include a sit-down family type restaurant, offices, and possibly a health club or gym. The offices might have some residential uses on the upper levels. Mr. Schlicht emphasized that this and the senior living portion in particular were still conceptual. A few things were definite, including the alignment of Kessler Drive, which started in Winterset 10 and would end at the current golf course. That would establish a connection between 3rd Street and View High and function as a major road that would provide access within the development. Another essential traffic element was a connection for Winterset residents. Pointing out the road on the map, Mr. Schlicht commented that they'd had continuing conversations with the Winterset developer, who had requested that they move the road slightly to the north.

The site would include a 3-acre water retention facility at the northeast corner. There would be some access around it for walking and using landscape architecture such as stonework and fountains to make it attractive as well as functional. This could be a good selling point for the nearby apartment and senior projects as well as some of the single-family lots. This facility would be large enough to be utilized by both Lots 1 and 2. Nevertheless, they were requiring the other sites to put in some kind of best management practice system to at least slow stormwater down before it even reached the detention site.

The applicants had done a traffic study and accepted its findings. The study had listed a number of improvements up to Chipman Road and 109th Street, plus some improvements on Kessler. Mr. Schlicht pointed out the access locations. The applicants were still working with the city of Kansas City to see how the timing would work out. The west boundary was the end of Lee's Summit, so they were trying to work out this unusual situation. Mr. Schlicht added that a great deal of development had happened in this area including New Longview; and the area around View High should be part of that.

The applicants had held two neighborhood meetings. One had taken place on September 13th and they had described the apartment project, on the assumption that this was a part everyone would to see some details about. They had discussed the site but not in as detailed an approach as neighbors had wanted; so they had held a second meeting, particularly for residents most affected, on September 22, 2016. The residents along Roosevelt would be the ones most impacted. The major concerns raised involved the differences between what the Comprehensive Plan showed and what the applicants planned to do. Mr. Schlicht explained that the north end of the subject property was essentially a gigantic hole, with a drop of as much as 40 feet from View High down to the detention facility and back up to Winterset. That meant limits on what route a road could take and how development could be done. The Comprehensive Plan showed an east-west line of single-family residential uses over part of the north end of the property; and this had led to assumptions that this was the use for the rest of it. Actually, the plan was for apartments and commercial moving further south.

Another question at the meeting was about why the road passing across the back of several lots could not be moved a little further away to provide some buffering. The applicants did plan to install high-impact screening along these lots, and had shifted the road about 20 feet to allow room to install it. Mr. Schlicht pointed out the stretch of the road that ran along a ridge, with the land falling sharply beyond it. The grade changes made shifting the road any further away impractical; and its current alignment would locate the nearest building to the residences almost 110 feet away. That did not count the 30-foot setbacks for the lots; so no one would have another building close to their homes. Mr. Schlicht summarized that while they had not reached a complete resolution, the applicants had explained the basis for their opinion; and most of the people they had met with were willing to work toward a resolution. The impact of the road itself should be negligible. It was a secondary access out of Winterset, so should not have a heavy traffic volume.

The Comprehensive Plan included a drawing of a north-south road intended to provide a collector road parallel to View High running up to Chipman after View High had commercial development. This plan appeared to have ignored the elevation differences that Mr. Schlicht had just mentioned. If the road had been constructed in the location shown, its elevation would have made commercial development difficult at the north part, and building difficult at the south. After consulting with the City's traffic engineer and their own, they determined that if they had Kessler make a sharp turn and become a major access point, that point would have almost 4,000 feet of separation from 109th Street which went over the Longview Lake dam. This would be plenty of space to put in another access after the grade settled and stabilized, possibly making 109th a full access point. It would eliminate a segment at a point where the grade changes were especially difficult.

Mr. Schlicht remarked that at the meeting, the applicants had emphasized this being a concept plan, and that a large amount of detail would be added to the preliminary development plan. The concept plan had showed some three-story buildings, parking garages and commercial activity that had concerned neighbors. They planned to work with the residents to sift out what parts of the plans made sense and were doable. He concluded that the applicants agreed with staff's comments and recommendations in their September 23, 2016 letter. The preliminary plat would create the large lot used for the apartments, an adjacent lot for the senior living development, two large lots created by intersecting roads and another lot with currently undefined use. A one-acre lot at the corner of 3rd and View High was not part of the development. The plans provided road access and utilities for whenever that lot was developed.

Following Mr. Schlicht's presentation, Chairperson Norbury asked for staff comments.

Ms. Thompson entered Exhibit (A), list of exhibits 1-16 into the record. She confirmed that in addition to the rezoning, this was a conceptual plan submitted for review. That concept plan proposed an apartment development, senior living facility and a variety of commercial uses. These uses were compatible with Lee's Summit's 2005 comprehensive plan designating this area as a mix of commercial and residential uses. Staff supported the rezoning and conceptual plan, with two Recommendation Items. Item 1 referenced the applicant being required a preliminary development plan *for the development of any phase of the conceptual development plan*. Item 2 referenced the development being *subject to the recommendations of the Transportation Impact Analysis report dated September 22, 2016*.

Chairperson Norbury asked Ms. Thompson for a summary of the difference between a conceptual plan and a preliminary development plan. Ms. Thompson explained that a conceptual plan was more general and basically visionary. It communicated an overall view of what the applicant wanted to accomplish and a general framework of how development could occur. It was a requirement when rezoning a tract of this size.

Following Ms. Thompson's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application.

Mr. Dennis Sondgeroth gave his address as 158 Roosevelt Ridge Drive and stated that the road was his main concern. He had visited City Hall yesterday to look at scaled drawings; and at a typical driving speed, it would be less than 10 seconds from the road to his back yard in the event of an accident, even at a fairly low speed. In the current layout that would be a 16-foot drop to his property. He had photos of the houses along that stretch and how drastic the drop to their yards was: the neighbor just next door had an 8-foot drop. Mr. Sondgeroth added that his lot, and all his neighbors' lots, were solid rock and the houses were dug out of solid rock that extended into the hillside. When he had moved to Lee's Summit he had decided to build a custom home because he loved the area, and knew that the Comprehensive Plan had not included this road nor the senior living development. He pointed out the part that the Comprehensive Plan had indicated as R-1 zoning. His realtor had told him that this was R-1 zoning and hopefully would be part of Winterset Valley. He believed that the property should remain R-1 as it had been planned that way from the beginning.

Mr. Sondgeroth also commented that while citizens who would be impacted got 3 minutes to speak, the developers had been working on this for two years or more and were given as much time as they wanted to make their case.

Mr. Dean Martins gave his address as 3116 SW Muir Drive, within 185 feet of the proposed development. He also opposed the rezoning. They had relied on the developer and sales team, as well as the Comprehensive Plan, in assuming that they would have residential behind them. Many of the neighbors would not have built there if they knew that the zoning was intended to be changed and that they would have this kind of development. They had received notice of the September 13th meeting on September 7th and at that meeting, the neighbors had expected a full view of everything. What they got was just a description of the apartment complex. They had set up a meeting of their own on the 22nd with Mr. David Gale, who brought Mr. Schlicht to that meeting. That was where the neighbors had actually learned details about the three phases. Mr. Martins noted that they'd had four or five days to consider this situation, while the applicants had had a few years to present their project to the City.

Mr. Martins then mentioned property values as a subject that had not yet been brought up. He then cited as an example the June 12, 2012 Planning Commission meeting where testimony was given by two realtors about single-family homes losing value when multi-family developments came in nearby. He then asked staff for some examples of Lee's Summit subdivisions had R-1 zoning changed to PMIX, other than planned communities like Arborwalk, adjacent to them. Mr. Martins requested that the rezoning be postponed for four weeks in order for the neighbors to work with the developer and get their concerns addressed. If that did not happen, they were asking for at least reasonable restrictions. They had a signed letter than he asked to have entered into the record. It requested "*the gradual transition from [single-family]*

residential to multi-story residential, commercial and retail buildings.” Chairperson Norbury instructed Mr. Martins to give a copy to Ms. Brennan, and copies to the Commissioners if he had them; and the letter would be entered into the record. The letter was dated September 27, 2016 and was signed by residents of Winterset Valley Phase 30.

Mr. Robert Gonzalez gave his address as 3016 SW Saddlewood Place and stated that he had purchased lot 1398 on Roosevelt Ridge. He recalled that the residents had attended a meeting to discuss this proposed development. Mr. Gonzalez pointed to the left loop of the road on the map, away from the R-1 residences, and recalled the neighbors suggesting that the road itself go through that area instead. They had been told that the topography made this physically impossible. He believed that it was possible with regrading, but would cost more money and that had been the real objection. At any rate, they had not been given a rational reason. Mr. Gonzalez pointed out on the map the planned loop that could be an alternate route. He hoped that other meetings would take place after tonight's hearing, especially in view of the applicant not mentioning it tonight. Mr. Gonzalez added that the neighbors felt rather like a neighborhood team being told that they had one week to prepare for playing a game against the Kansas City Chiefs, with their professional players and staff. They needed a hiatus of about four weeks, as there had been so little conversation and most of that had taken place at short notice.

Mr. Jason Nonamaker gave his address as 3321 SW Kessler Ridge, apartment 7209. He and his family were building a house in this phase, across from the neighbors who had testified tonight. He had learned about this proposed development only about two weeks ago, and it had not been a pleasant surprise. He had attended the meeting, and he also wanted more opportunity for discussion. Mr. Nonamaker understood that this was in the preliminary stages; however, the road was featured in the preliminary plat that would be discussed later in tonight's meeting. They wanted some reasonable restrictions on what the developer could do. The adjacent residents wanted to be taken into consideration. Mr. Nonamaker also noted that the conceptual plan showed the senior living center as being three stories.

Ms. Molly Skelsie gave her address as 2720 SW Gray Lane in Winterset Valley. She had lived there for 12 years and was one of Winterset Valley's original homeowners. Those 12 years had seen a number of changes within the community, much of it happening as the financial environment changed. She understood the neighbors' concerns about the road in particular. They had known all along that the View High/3rd Street intersection would be developed; however, the residents had been given very little time to absorb this information and assess the impact the development would have on them. She was aware of how many people drive, and felt that the safety of children in the community in particular should be taken into consideration. Ms. Skelsie remarked that the plan might be conceptual, but roads were a long-term reality and she rather doubted that the plan they were seeing tonight would actually change in any significant way. She asked the Commission to give the residents the time that they needed.

Mr. David Gale gave his business address as 900 SW Redbuck Circle in Lee's Summit and stated that he was the developer of Winterset as well as the managing partner of Winterset 6, the abutting property. It was the owner of about seven of the undeveloped lots backing onto the property. He displayed a drawing of his concept plan, which staff had looked at as recently as a month ago. The current Winterset phase where these residents lived was the tenth plat of Winterset Valley and was generally referred to as “Winterset Phase 30.” The next phase should come to the Commission by the end of the year. The property owner and Mr. Schlicht had contacted him before the first meeting; and they had looked at a point of intersection, for

purposes of public safety. Mr. Gale pointed out a cul-de-sac and stated that they had originally considered this location, with the bulb redesigned to swing to the west to connect with the road. This was not any longer under serious consideration, although it would pull the road away from the residences. Mr. Gale did not feel that the road would have an impact the saleability of his product long-term. They were considering a "Winterset Garden" product, a type of maintenance-free home for active adults, in that corner. That should provide a comfortable transition.

Mr. Gale explained that the road was designed as a 60-foot right-of-way. That would be similar to the Winter Park Boulevard collector street, which was the reason for the traffic light on 3rd Street. This kind of street was designed to carry somewhat heavier traffic than a typical residential street, which would have a 50-foot right-of-way. He believed that there was a solution. He pointed to what could be the road's proposed main entry and 'front door' for the north side of the development. The street drawn leading from the cul-de-sac would effectively be the back door, and would not even be signed at the View High intersection. He proposed reducing this section to 50 feet and employing roundabouts and 'choke points' to slow traffic down but avoid the terraces that Bridlewood's collector road had. An alternate access would also reduce the volume.

Concerning the grade changes, Mr. Gale recalled that in designing Roosevelt Ridge they had taken advantage of the natural ridge, assuming that anything developed to the west would have sizable grade. Trees would be planted to buffer the view of a drop-off, although they would not be effective as screening until they were mature.

Mr. Jody Van Epstein gave his address as 3112 SW Muir Drive. He stated that the residents had never seen the design Mr. Gale had displayed. He noted that this design had a major exit road, which would negate the need for a road behind these homes. He did not believe there was a need for a road in that location, as Kessler and Mr. Gale's proposal would supply the access. He also wanted a continuance of this application in order for the residents to see all the data, including the alternative Mr. Gale had described.

Mr. Travis Roof gave his address 301 NW View High Drive, immediately north of the proposed apartment complex. He did not oppose the rezoning or the apartments but did have some concerns about Kessler as a collector in relation to the original plan. Mr. Roof illustrated his remarks with images of the various plans. In 2006 the City had done a study for the thoroughfare master plan. It showed Kessler tying in with 109th Street. The Comprehensive Plan showed the same thing. Mr. Roof then displayed a drawing of the City's concept plan for future connections and the overall road network, noting that the City Council had seen this in January. He requested to have Kessler extend to the property line. The Access Management Code (6.3C-D) stated that *proposed streets should extend to the boundary lines of the proposed development*. View High was a western gateway to Lee's Summit, and that made this being a quality development all the more important.

Mr. Schlicht addressed some of the concerns raised. He emphasized that this plan was at the concept level. Neighbors often saw such plans and felt as if they were already completed. The applicants were willing to work with them as they went along. He understood their frustrations in terms of the timing of how and when they learned about the project; however, the City did not require a neighborhood meeting and the applicants had held two. More information could have been given at the first meeting. It was a team decision that the apartment complex had more

information and that would be their focus. Mr. Gale had called after that meeting and told them that this was not the case: the neighbors were more concerned with the concept plan as a whole and what it meant. The team had then graciously set up another meeting; and they had wanted to set it up as quickly as possible; so they'd had very little time between the two meetings. He asserted that the developer was willing to continue to work with the residents, and the next step would be the more detailed preliminary development plan. They would hold another neighborhood meeting at that time, and another public hearing would be scheduled.

Mr. Schlicht emphasized that topography was a major factor on this particular site. They had been discussing this project for a long time, including the route the road would take. Kessler had been fairly simple: they knew where it needed to go. This east-west road, on the other hand, was constrained by topography and while it was true that it could be routed elsewhere, there was a very steep dropoff to contend with. If the road was moved over, they would be putting up the senior living center directly adjacent to the residents' property lines. This might take the form of several one- or two-story buildings. Their intent in proposing this alignment was to create a buffer, with a distance of about 140 feet. The alternate route suggested would also be more expensive to construct. Concerning grade, the applicants planned to build a 3-foot to 6-foot berm with landscaping on both sides. Most of the residential lots nearby were not level with their back property lines and the berm would be much higher than the back of their yards; so it could be a visual block and also look attractive. The road beyond it would probably be on a grade at or lower than that of Roosevelt Road.

Concerning the remarks about the senior living center being three stories, Mr. Schlicht stated that it was shown that way on the concept plan but his intent had been to notify the neighbors that a multi-story building could be there rather than the one- or two-story buildings seen at John Knox Village. After discussing this possibility, it was more likely that the larger structure would be on the other side of the loop, at a lower elevation and closer to the lake. The reason for that road being there was that the access had been requested by City staff. The City traffic engineer had specified that Kessler had to make a connection, and traffic did dictate that a connection was necessary. However, staff had not specified any particular point and Mr. Gale had alternate suggestions about moving the road over. He was confident that they could work out a route and connection point that would work. The only roads that would be 'locked in' and could not be changed were the westernmost part of Kessler, where it took a 90-degree turn to the west, and the lower part of the road being discussed.

Chairperson Norbury then asked if the Commission had questions for the applicant or staff.

Chairperson Norbury asked what was the end point of what was required to be built, assuming that the PDP would be approved. Mr. Schlicht pointed out the lower intersection of the loop the east-west road made, which was at the edge of their property line. From that point on, it went straight down to View High with a right-in-right-out access.

Mr. Delibero asked for an explanation of how 109th Street would connect in the future, and how it would connect with this project or with Winterset. Mr. Schlicht displayed an aerial view and explained that 109th and View High was identified as a signal intersection, with an eastbound lane. The church was currently building a road about 300 feet east of View High; and could connect and continue down to the south. Some of the early plans had shown connectivity at the back of Mr. Roof's property, coming from the future Winterset development. However, a large

ravine made a connection at that point potentially costly, and unlikely. The topography in that whole area was often challenging and led to special cases.

Mr. Delibero commented that it seemed the proposed development had only two points of access, one off View High and off 3rd Street. Mr. Schlicht pointed out a full View High access at Kessler and a right-in-right-out at the proposed east-west connection road. A third access point to the south might go in, depending on the nature of the development there. On 3rd Street, there might be a right-in-right-out access, with a full access point at Kessler, for a total of five possible access points. Mr. Schlicht added that there was a back entrance to Winterset; but it was assumed that traffic on it would be minimal.

Ms. Roberts noted Mr. Gonzalez' remark that the road could be regraded but that would increase the cost. She remarked that regrading was extremely expensive; but that would not be the only problem. Regrading for the road, and thereby changing the topography, would have a direct impact on the nearby residents and their homes; since the stormwater would have to go somewhere. It would also have the effect of destroying chances for tree conservation in the area. This space was very close to a residential area that was already developed and a grade change in a situation like that could be very destructive. Mr. Schlicht pointed out the part of the development closest to the basin and noted that they'd had to use considerable fill just to make the ground buildable. The plans for buildings would have to work with that grade; and the same applied to the parts with commercial development and the senior living center.

Concerning the location of the senior living center, Ms. Roberts remarked that she had grown up with part of John Knox Village on the other side, and seniors were generally very good neighbors. She asked if the applicants would consider alternatives to the living center location when working with the neighbors, and Mr. Schlicht believed that they would. He noted that if the road was shifted and the living center took the form of several single-story structures, they would not be able to have driveways accessing a collector roadway. That would mean installing a parking lot, or parking lots, and these meant more lights. They would likely be discussing this at the next meeting, since the senior living center would probably be the first PDP they would bring forward.

Mr. DeMoro asked if the berm described as an earthen berm with trees and a fence on both sides. Mr. Schlicht when Mr. Gale had developed those lots, the houses were put at a lower elevation. As the land sloped up, it developed an earthen berm that was there now. Electrical and secondary utilities had placed their pedestals there. Their plan was to take their road grade back down to create an earthen berm. A high-impact screening would go in for that 20 feet, with a fence and landscaping on both sides. He hoped that the applicant and neighbors would cooperate in agreeing how to develop the screening. For example, the neighbors had indicated a preference for something other than a vinyl fence. Mr. Gale had started an earthen berm on Winterset and what he was describing would re-create it on the new project's side for, with substantial high-impact screening as a result. Mr. DeMoro remarked that eventually the fence might not be visible if the trees had matured.

Chairperson Norbury noted a concern raised about the speeds on the proposed collector road. When they brought in a preliminary development plan, he would be interested to see what kind of features, such as roundabouts and street trees, would be employed to minimize speeding.

Mr. Dennis Sondgeroth, of 158 Roosevelt Ridge Drive, stated that the berm end which Mr. Schlicht had mentioned had no utilities other than an AT&T cable. He noted that at least one of his neighbors' properties would slope down to a berm so it would have to be a few feet higher at some points. Concerning the discussion about regrading, he said that the road had 150 to 200 feet before it started dropping off so he did not think regrading would be necessary to reroute it. He also wanted an explanation as to why this road was needed, since Winterset Valley already had three entrance and exit points and it appeared that this was the road's only destination. Mr. Park stated that the road was needed as part of a well-planned road network. It had previously been presented in various preliminary plats and concept plans. This version would serve Winterset Valley itself but also the project area. It was necessary for residents and other users to access the main roads, including the residents of the senior living facility. Public safety required that a development of this size and density have more than one way in and out. The specific location of the road could be up for discussion. He added that Winterset Valley did have access to 3rd Street but there was no access to any other street. A well-planned subdivision needed to have access in more than one direction.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 6:20 p.m. and asked for discussion among the Commission members.

Chairperson Norbury stated that he understood the residents' concerns. He reminded them that this was the first of many development plans for this project that would come before the Commission. In addition, the Planning Commission was a recommending body, meaning that it would make a recommendation for approval or denial. The application would then go to the City Council for a hearing. They would have a second opportunity at that time to raise their concerns. They would also have the opportunity to work with the applicant at subsequent neighborhood meetings. This is one of the many applications the Commission had seen that involved different uses adjacent to each other; and the City's Unified Development Ordinance had specific requirements for buffering and screening, especially when residential uses were involved. The Commission paid special attention to buffers as well as lighting and heights and designs of buildings. The drawings they had seen were basically an educated guess at this point.

Mr. DeMoro thanked the public for attending and giving feedback. He reminded them that a conceptual development plan would not ever replace a preliminary development plan, and there would be very extensive discussion on this piece of property. Tonight's plan being conceptual was the reason for staff only citing two Recommendation Items. Moreover, it had been his experience with the parties involved was that they were very open to discussions with the community.

Hearing no further discussion, Chairperson Norbury called for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2016-145, Rezoning from R-1 to PMIX and Conceptual Development Plan: Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions, LLC, applicant subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2. Mr. Funk seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2016-145, Rezoning from R-1 to PMIX and Conceptual Development Plan: Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions, LLC, applicant subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

<p>4. Application #PL2016-146 - PRELIMINARY DEVELOPMENT PLAN - Village at View High Apartments, generally located at the northeast corner of SW View High Dr. and SW 3rd St.; Archview Properties, LLC, applicant</p>
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Chairperson Norbury opened the hearing at 6:25 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Jim Thomas, of Cityscape Residential, gave his address as 8335 Keystone Crossing, Ste. 220, in Indianapolis, Indiana. He stated that he had given this presentation to the neighbors when he had met with them. Mr. Thomas had been involved in the developments of Summit Ridge and the first phase of New Longview. He displayed representative views, both exterior and interior, of Cityscape's Residences at Prairiefire and Greenwood Reserve (Olathe) including common areas and amenities. The buildings at Prairiefire were taller than what he was proposing tonight; but the quality was the same. These were at the high end of the market, with typical rents for Lee's Summit being a little under \$1,000 for a one-bedroom unit, \$1,100 for a two-bedroom unit and \$1,300-\$1,400 for larger units.

Mr. Thomas displayed an aerial view of the proposed project, noting that on this drawing north was to the left. Another slide showed the conceptual plan with the Village highlighted on the northwest side. A more detailed view showed the layout. Mr. Thomas pointed out that the grade went sharply down from the west (bottom of the map) to east. The buildings were basically doubling as retaining walls. They were two stories on the uphill side and three on the downhill side. The apartments would have access to Kessler Road as well as the proposed 'Village Park Drive' at the southeast corner. Other drawings of the typical sides of an uphill building (two stories) and downhill building (three stories). The drawings showed garages on the ground floors, and Mr. Thomas remarked that garages were plentiful in the plan. This was a market decision he had made based on other two-car projects.

Mr. Thomas displayed a photo of the Long mansion at New Longview, stating that he had used this as a model for colors and materials. He then displayed samples of these materials, followed by color slides of how these materials would look on the buildings.

Chairperson Norbury asked Mr. Thomas if the applicants agreed with staff's five Recommendation Items. Mr. Kirk Petersen of the Polsinelli law firm gave his address as 900 W. 48th Place in Kansas City, MO. He clarified that they had one request for a modification. The northwest corner of the apartments included stand of mature trees and they had wanted to

retain as many of these as possible. This was the reference to a requested modification in Recommendation Item 1. Mr. Petersen then referred the Commissioners to the Traffic Impact Analysis, specifically the six recommendations on the last page. They were asking for a modification to the first one, concerning improvements to surrounding roads. Mr. Thomas related that View High Drive accessed both Chipman and 109th Streets from within the property. These were both east-west thoroughfares, and the City of Kansas City, Missouri, which had jurisdiction on those stretches, preferred that both these intersections have traffic signals. However, this particular project would have very little traffic impact on those particular intersections. He requested that staff, as well as the developers who worked with the City of Kansas City, see if this condition could be severed from their getting a Certificate of Occupancy.

Concerning conditions 5 and 6, both were concerned with conditions that, again, had nothing to do with this multi-family project. He asked that these components be removed as conditions pertaining to this project and its Certificate of Occupancy.

Following this presentation, Chairperson Norbury asked for staff comments.

Ms. Thompson entered Exhibit (A), list of exhibits 1-15 into the record. She related that this project was a 312-unit apartment development on 21 acres. Apartments were shown as part of the conceptual plan for the Village at View High development. Staff considered this development appropriate for the site and consistent with the long-term plan for commercial mixed-use development.

Staff recommended approval, subject to the five Recommendation Items. Item 1, which Mr. Thomas had referenced, recommended a modification to the high-impact buffer requirement along the northern boundary. The applicants could submit a tree preservation plan at the final development plan stage, and a high-impact buffer could be added if necessary should they have to remove any of the trees. Item 2 was a standard requirement that the development be consistent with the preliminary development plan the applicant had submitted on September 16, 2016. Item 3 required development standards to be consistent with those shown on the plan. Item 4 required the applicant to execute a development agreement with the City, and listed the minimum requirements. This had to be done before any building permit could be issued *except where the timing of improvements [is] specifically noted in the description of condition*. Item 5 required the project to be *subject to the recommendations of the Transportation Impact Analysis report dated September 22, 2016*.

Following Ms. Thompson's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application.

Mr. Travis Roof gave his address as 301 View High and stated that he did not oppose the apartments. His concern was with the collector street's alignment. Concerning the mature tree stand, he suggested that a certified arborist identify any dead or diseased trees for removal, filling the gaps with landscaping.

Chairperson Norbury then asked if the Commission had questions for the applicant or staff.

Chairperson Norbury asked staff if the letter as presented tonight provided enough flexibility concerning the stand of trees. Ms. Thompson answered that it did. Chairperson Norbury then asked Mr. Petersen if he had any concerns about the wording of Recommendation Item 1 being

insufficient in some way. Mr. Petersen answered that he did not. The concern was the fact that due to some grading issues they might have to remove some of the trees.

Referring to Mr. Petersen's request for modifications to the six Traffic Impact Analysis conditions, Chairperson Norbury noted that the recommendations appeared to be the same as in the TIA for the rezoning and conceptual plan. Mr. Park acknowledged that the TIA was for the whole concept plan, and had specified what the improvements needed to be to accommodate the full development. A condition of approval was that they update or modify that traffic study in terms of whatever was proposed at the time that the concept plan was expanded to a preliminary development plan. However, it had also specified improvements for this first phase.

Chairperson Norbury asked if those six conditions were specifically tied to this application, and Mr. Park replied that they were. Conditions 5 and 6 were tied to the roadway connection of Kessler to this preliminary development plan; and these conditions were timed such that if they did not make that connection they would not have to make the improvements. It was not currently in their PDP. This was beyond the control of City staff, since the connection was something the master developer could do at any point in time. If that occurred, the roadway was then serving the apartments and the turn lanes would be required in accordance with the Access Management Code.

Mr. Park continued that condition 1, which addressed traffic signal installation, was Kansas City's purview. The City of Kansas City had not yet determined what improvements they would require; and they held approvals of permits. This item was there to put on record that Kansas City might add conditions, and they would be tied to the timing of construction in Lee's Summit. It could also waive those conditions but this item made it clear that there may be improvements and that Kansas City held all conditions with regard to those improvements. Chairperson Norbury asked if there was anything in the conditions that would prevent the applicants from building, subject to Kansas City's approvals. Mr. Park answered that there was not, adding that staff was willing to work with both the applicant and the City of Kansas City through the review process. Recently the Commission had heard a similar application that involved both MoDOT and Kansas City regarding the interchange of View High and I-470. The same types of conditions were listed.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 6:50 p.m. and asked for discussion among the Commission members, or for a motion.

Hearing no further discussion, Chairperson Norbury called for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2016-146, Preliminary Development Plan: Village at View High Apartments, generally located at the northeast corner of SW View High Dr. and SW 3rd St.; Archview Properties, LLC, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 through 5. Mr. DeMoro seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Delibero, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2016-146, Preliminary Development Plan: Village at View High Apartments, generally located at the northeast corner of SW View High Dr. and SW 3rd St.; Archview Properties, LLC, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 through 5.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

Mr. Soto noted that the preliminary plat application for this project was at the end of the agenda, and suggested that it be moved up. As this would involve amending the agenda, Chairperson Norbury asked if anyone wanted to make a motion.

Mr. Delibero made a motion to amend the agenda to move Item 8, Application PL2016-147, Preliminary Plat: Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street for the proposed ; Engineering Solutions LLC, applicant, to immediately follow Item 4, Application PL2016-146. Ms. Roberts seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. Delibero, seconded by Ms. Roberts,, the Planning Commission members voted unanimously by voice vote to move Item 8 on the agenda to immediately follow Item 4.

OTHER AGENDA ITEMS

<p>8. Application #PL2016-147 - PRELIMINARY PLAT - Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions LLC, applicant</p>
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Chairperson Norbury opened the hearing at 6:55 p.m.

Mr. Matt Schlicht of Engineering Solutions gave his address as 50 SE 30th Street in Lee's Summit. The plat created five lots, although the drawing showed four, which was an error. Lot 1 was for the apartment project and Lot 2 was for the senior living facility. Lots 3, 4 and 5 were associated with future commercial development. Mr. Schlicht agreed with staff's Recommendation Items.

Mr. Soto confirmed that this application was tied to the conceptual plan discussed earlier, and that the preliminary plat application was for five lots plus a detention tract at the north end.

Chairperson Norbury then asked if the Commission had questions for the applicant or staff. Hearing none, he called for a motion.

Mr. Delibero offered to make a motion, and Chairperson Norbury noted that the motion should be for approval or denial, not a recommendation.

Mr. Delibero made a motion to approve Application PL2016-147, Preliminary Plat: Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions LLC, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2. Mr. DeMoro seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. Delibero, seconded by Mr. DeMoro the Planning Commission members voted unanimously by voice vote to **APPROVE** Application PL2016-147, Preliminary Plat: Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions LLC, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2.

Chairperson Norbury announced a break at 6:55 p.m. The meeting reconvened at 7:08 p.m.

PUBLIC HEARINGS

5. Application #PL2016-149 - REZONING from AG and CP-1 to PMIX and PRELIMINARY DEVELOPMENT PLAN - The Residences at Echelon, approximately 24 acres located at the northwest corner of SW M-150 Hwy. and SW Hollywood Dr.; Engineering Solutions, applicant

Chairperson Norbury opened the hearing at 7:08 p.m. He announced that one of the Commissioners (Mr. Delibero) had recused himself from the discussion. He and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Christine Bushyhead, of Bushyhead LLC, gave her address as 315 SE Main in Lee's Summit. She was speaking on behalf of Engineering Solutions, which was representing the developer, Summit Custom Homes Inc. The project team also included TranSystems and NSPJ Architects. Mr. Jeff Wilkie of TranSystems was present at the hearing, as were Mr. Clint Evans and Mr. Brick Owens of NSPJ. Ms. Bushyhead's presentation would focus specifically on land use, design and engineering.

The property was in the M-150 Corridor and was subject to its requirements. Of the property's 24 acres, the apartment development would take up 11.15 acres. On staff's recommendation, the applicants had requested PMIX, which was allowed in the M-150 corridor if the standards were followed. Both the Comprehensive Plan and the Lee's Summit M-150 Sustainable Corridor vision and framework plan, which was part of the Comprehensive Plan, provided guidance on what kind of development this area should have. The applicants considered this project to be compatible with these documents. The M-150 corridor consisted of about 4,300 acres along a 3.8-mile stretch of Missouri route 150.

The regulatory framework proposed in the Comprehensive Plan had flexible standards and clear objectives for sustainable development approaches. This project was consistent with that; although they would be asking for some flexibility, especially concerning density. Page 4 of the Comprehensive Plan, addressing the vision and framework of the M-150 Corridor, stated that *"There is an anticipated 860 rental units that would ultimately develop in this plan area, as well*

as an additional 3,290 for sale housing units.” Ms. Bushyhead believed that this planned element had to have a place for 'renter by choice' product, which could pertain to both seniors and millennials. That was a major part of this application; and both seniors and millennials were large demographic groups.

In that context, this application was certainly consistent with the objectives associated with the plan for, and objectives of, the M-150 Corridor. The vision, goals and guiding principles of the Comprehensive Plan were to have a strong, stable economy, with employment and retail services playing a part; a healthy environment and support of pedestrians, protecting the Corridor's natural resources including watersheds and streams and generally supporting best management practices. The 'livable community' goal was to have *high quality, long-lasting development with unique and varied character that is distinctly different from that of other corridors in the city and region.*

This project offered unique characteristics not seen elsewhere in Lee's Summit. While density residential neighborhoods were emphasized in the plan, it did also call for establishing new neighborhoods on a compatible scale as transitions between the established neighborhoods and the newer mixed-use centers. This project could function as that kind of neighborhood buffer. Accordingly, the applicants were requesting a zoning change from AG and CP-1 to PMIX. This would be consistent with the visions and goals of the M-150 Corridor plan. Additionally, many of the uses near this property were not residential but institutional; namely the Aldergate Methodist Church, and the nearby schools.

Sustainability was an important part of the picture and had been thoroughly discussed and evaluated by the Planning Commission at the time that these district regulations went in. This project had earned 312 points pertaining to sustainability, well above the 300 points required. The property would require only minor platting, which could be administratively approved by staff. They did need to shift some lot lines and provide for relocating Cheddington Drive.

Ms. Bushyhead displayed a slide showing the general layout and the site amenities. The units would have detached garages, similar to those used at Summit Ridge. Other slides showed community amenities such as a fitness center, swimming pool, walking trails and pet-friendly areas. The architecture was the “modern design per City of Lee's Summit direction” with oversized terraces, large windows with shading components and masonry exteriors with some stone and stucco panels. Slides of interiors showed kitchen appliance packages, washer and dryer connections, individual water heaters and sprinkler systems for fire-related emergencies. Other rooms shown including bedrooms and bathrooms, also had state-of-the-art features.

Ms. Bushyhead then displayed a slide of the preliminary development plan and stated that the applicant agreed with staff's report including Recommendation Items 1 through 4. They did have an issue with Public Works' Code and Ordinance Requirements (page 5). The issue was with comment 7: *The sanitary sewer shall be extended to the northwest corner of the plat boundary as required by UDO Section 16.400.* They did not believe that UDO Section 16.400 applied, since the project would not involve the submission or approval of a final plat. They were only minor platting, which would not trigger that requirement. The extension of utilities was to accommodate future development with full plats. This project was more in the nature of an infill redevelopment.

Additionally, Section 16.400 did cite an exception, stating that it would suffice *if the adjacent property can be served by future sewer extensions or dedicated right-of-way*. Both dedicated rights-of-way and dedicated easements were available via property to the north. On its face, Section 16.400 was a constitutional land use requirement; however, the applicants believed it was an unreasonable burden on an applicant to apply this to an infill redevelopment project. In this case, the design would have to change if they had to do additional sewer improvements. They would have to work with both the neighboring bank and church and have to coordinate it through the entire construction process.

Mr. Matt Schlicht of Engineering Solutions gave his address as 50 SE 30th Street in Lee's Summit. He remarked that item 14 in Code and Ordinance Requirements referred to the final plat. This was an error that they had discussed today, and a minor plat would be required before a building permit was issued.

Mr. Schlicht gave some history of the property. On the displayed plan he pointed out the Arvest Bank in the southwest corner and the platted lot of the Aldersgate Church immediately to the north. Most of the tract consisted of two large lots. Cheddington Drive, at the south end, would be extended and become a public roadway to the north property line. They would create an east-west dividing line to separate the church from the apartment project.

The applicants had a neighborhood meeting, with residents of all the surrounding subdivisions invited; and stormwater had been a major subject. Many of those attending were from Raintree; and the Raintree Property Owners Association was very concerned about stormwater issues in particular. Displaying an aerial view, Mr. Schlicht explained that the red line indicated the drainage channel of the Raintree watershed. This was an open channel that drained behind the fire station and went past the elementary and middle schools. The middle school had a series of detention facilities around the east and north sides of their property. The channel helped reduce the downstream impact on the downstream watershed. All 24 acres of the subject property were included in the 133 acres that drained down that open channel. The existing church and bank both had open-air detention facilities that would be maintained. The Cheddington Drive improvements would include improving and regrading as well as replacing some piping, which had been installed in the late 1990s.

Displaying the PDP, Mr. Schlicht pointed out a large center space that would be a BMP retention facility. It would be designed and used as an amenity in this open space. It would have walkable paths around the exterior, with stone landscaping and a fountain in the middle. The water would drain from this site into the school district's detention facility. That would increase the time of discharge in an upper portion of the watershed and limit how quickly it made its way down to the upper part of Raintree Lake. Raintree had some existing sediment traps had been blown out by increasing water flow; and Mr. Schlicht believed that this detention-retention facility would be helpful in slowing the water down.

Following this presentation, Chairperson Norbury asked for staff comments.

Ms. Stanton entered Exhibit (A), list of exhibits 1-16 into the record. She stated that this application was primarily for the 11.15 acres that would require replatting to adjust the property lines. There would be 8 apartment buildings, some with 3 stories and some split with 3 stories on the upper side and 4 on the opposite, lower side and garages on the lowest story. Materials

would be stone, Hardie panels and Hardie lap siding. Staff recommended approval, subject to their September 23, 2016 letter including Recommendation Items 1 through 4:

- (1) *"A modification shall be granted to the maximum allowed wattage for parking lot lighting, Section 7.250.G.1, to allow for a maximum wattage of 204 per the Photometric Site Plan date stamped September 6, 2016.*
- (2) *All light fixtures shall be LED.*
- (3) *Development standards including density, lot area, setbacks, shall be as shown on the Preliminary Development Plans date stamped September 6, 16 and 20, 2016.*
- (4) *Unless otherwise waived by MoDOT, the existing yield sign at the intersection of M-150 Highway and SW Hollywood Drive should be changed to a stop sign and such sign shall be visible to southbound traffic on SW Hollywood Drive with any sight conflict mitigated.*

Following Ms. Stanton's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application.

Mr. Paul Landis gave his address as 825 SW Raintree Drive and stated that he was the Community Development liaison for the Raintree Lake Property Owners Association. He had been authorized to speak on their behalf. Raintree Lake had 2,053 residences, and water was their primary 'enemy.' He pointed out an open area in the southeast part of the lot as a particular trouble spot. It had a field drain that would directed the water southwest across the parking lot to the secondary detention facility. This was essentially a shortcut. Currently, a ridge ran along the development's east-west line and the water coming down the hill flowed to the northwest. The detention piped the water down to a storm sewer that went directly into Raintree Lake at Hidden Cove. The silt in Hidden Cove had been cleaned out twice in the last 20 years. Altogether Raintree spent \$56,000 a year on mitigating siltation.

Mr. Landis was disappointed that staff did not really address the zoning. The M-150 CDO had said that it should have the *same overall density that would be required for the base zoning district* and that the *PMIX district shall not be used to vary any of the design or development standards*. Mr. Landis asserted that the base zoning was not PMIX but either residential small scale or commercial and civic uses. The bank and church and some of the existing residences fit that description. The land had earlier been planned for commercial and offices. Mr. Landis displayed a chart showing 46% residential and 53% non-residential use and he stated that this did not fit. The project's density was 243 units, for an average 21.79 units per acre.

Mr. Landis asserted that this development was not really PMIX. The southern half of the property included detention that was already in place so they were not planning anything there. The development itself was basically a change from AG to R-4 zoning and disguising it by calling it a PMIX. Apartments were permitted in both those types of zoning, but the maximum was 12 units per acre.

The buildings themselves were 10 units per floor, 5 units on both sides. The CDO specified 8 as the maximum number of units per floor. One goal in designing apartment buildings was to avoid making them look like huge structures. The applicant had partially done that. Stepping back the third floor was a way to minimize visual impact, but what they had done was clip the corners and do odd rooflines. Mr. Landis stated that Raintree had been there since 1973 and it

had more than its share of such rooflines. He did not think the vertical articulation was very good. He also observed that there appeared to be only two models for the buildings and they did not have distinct building designs or variations in length of 30% or more. They were all the same length and the footprints of all the buildings were about the same.

He also saw a parking problem. Out of a total of 441 spaces, 227 were assigned as private. The carport and garage spaces were not necessarily assigned, as people would have to pay extra for them. They were not accessible to visitors, and people who did not want to rent one would have to struggle to find a place to park. This was likely to spill over into the church's parking lot and on nearby streets. Mr. Landis summarized that there was a slight problem with the water, a big problem with the zoning, the use was not consistent with the zoning, the density was double what it should be, the buildings were not in line with the CDO and the parking did not fit. The Raintree Homeowners Association was not supporting the project and did not think it complied with the M-150 Corridor district requirements.

Mr. Joe Lawson gave his address as SW 4242 Clipper Court in Raintree. He had been there for 23 years. He agreed with Mr. Landis' comments. He asked the Commission to postpone the rezoning until the Walmart opened. All the traffic and water studies were just theory at present, and he wanted to see how the day-to-day operation would work; and understand what impact it would have, before doing any more development north of Raintree.

Mr. Ken Gillespie gave his address as 1105 N. Pendley in Albany, MO. He was co-owner of the 10-acre property adjacent to this development, at Hollywood Drive and Cambridge Crossing. He had only a small drawing and wanted some time to look at this in more detail, to see how the project would impact his property.

Chairperson Norbury then asked if the Commission had questions for the applicant or staff.

Ms. Roberts asked the applicant to address some of Mr. Landis' concerns. Ms. Bushyhead summarized that Mr. Landis' concerns centered on zoning, architecture and parking ratios. Stormwater did not seem to be the overriding issue, but Mr. Schlicht could address that. She emphasized that it was essentially an infill project in that it was not being built from ground up. A look at the ratio of commercial and residential uses, the church had actually been classified as a commercial use. She did not believe this to be very fair, as a church use was allowed in any zoning classification so it was actually a neutral factor. When that was removed, the percentages were what they should be.

One of the key pieces to the zoning and the M-150 corridor goals was the idea of having a mixture of uses. That was the best choice for achieving walkability and for the 'rooftops' that would support future economic development. Without that kind of density, the buildout of projects like Arborwalk would not be possible. The applicants were aware of the high density; however, they had discussed it with staff; and were in agreement that this PMIX application that would assist in the in the infill redevelopment of an existing configuration that was already in place. They were trying to meet the spirit of the ordinance, and their sustainability score should not be overlooked. Ms. Bushyhead recalled that the discussions of the standards and sustainability goals were as lengthy and detailed as the discussions about land use while the corridor plan was being put together. The total slope of this

Mr. Brick Owens, principal and landscape architect with NSPJ, displayed a color rendering of the site plan, remarking that his job included working with a piece of ground to see how it could support sustainability. The land sloped a total of 30 feet, and he had used the buildings themselves to take up 20 feet of the grade and leave 10 feet of grade between the buildings. That area was fairly level and should be usable. The smaller ends of the buildings were facing Raintree and M-150 to the south. Mr. Owens stated that a goal had been to create a sense of self-sufficient place that had all the amenities residents needed. The buildings are actually angled to create different spaces between them.

NSPJ had designed about 3,000 apartments in the metropolitan area over the past three years. They had seen a lot of trends, including a preference for garages, with carports not always being desirable. The buildings were designed with garages underneath in order to maximize the open space and keep the use of asphalt down. In this project, almost all the units would have their own garages. Over the years people had used various standards to determine how many garages a development could have; but the one that seemed to work best was 1.75 cars per unit to allow for enough visitor parking. They were confident about their parking numbers, based on their professional experience.

Mr. Clint Evans, architect for the project, gave his address as 4731 Mercier in Kansas City, MO. He acknowledged that the facades definitely had a modern look. They were using all masonry construction, in the interest of highest durability and long-term maintenance as well as an attractive appearance. Windows were larger than typical and had varied configurations, and the buildings had highly contextual, dimensional facades. These elements gave them visual interest that did not always show up well in flat drawings. All corridors were interior. Four of the 8 buildings plus the clubhouse had community storm shelters. NSPJ was pleased to bring not only architectural quality but also something different and unique to this project.

Concerning the stormwater situation, Mr. Schlicht explained that the storm inlet was an existing one that the church had installed. It extended well into the building site. They were relocating it a little to the east and once the regrading was done, most of the drainage would be the current drainage behind the church. The amount of drainage on the project site would be considerably reduced. They would also be utilizing a drainage swale in back. Concerning traffic, the applicants had a traffic study done and both MoDOT and the City Traffic Engineer had approved the stormwater plan. Regarding Mr. Gillespie, who co-owned a neighboring property, Mr. Schlicht explained that they had contacted the property owner on the tax records, who was Mr. Gillespie's former wife.

Regarding the zoning districts, Chairperson Norbury had some concern about the amount of PMIX that was used recently. He understood that the City encouraged mixed uses and the Commission also did; as well as trying to look at projects in a more holistic way rather than considering each separately. Most of the zoning code had not caught up with that. However, the City had gone through a lengthy process with the M-150 Corridor plan and the overlay districts, much of which many people at Raintree had opposed although they now used it to their advantage. These were often used specifically to create situations where there was mixed use, and guidelines were put in place for it. However, they were talking about a rezoning and a change in use, whether it was called infill/redevelopment or a new project. People were using PMIX rather than the CDO classifications the City had and he did have some concern about that.

Ms. Bushyhead stated that in the pre-application meetings, this was the recommended zoning for the application. In moving forward they had believed that density was not an issue. The code's discussion of design standards for multi-family development (pp. 48-53) addressed aspects like common spaces, through access drives and pedestrian-scale lighting. It had a wealth of suggestions about designs in a larger context, such as the number of buildings. They had taken all this into consideration with the design.

Mr. Schlicht summarized that three projects had been done for the M-150 corridor and Engineering Solutions had been involved in all three. They all had unique characteristics. In the commercial development next to the Price Chopper, the developer had told them he could not meet the point goal under the existing system, especially in terms of costs. The City had granted a 20% reduction. Journey Church was the next, and the M-150 overlay had not anticipated a church to take up 10 acres so rules had to be bent again to make it work. The third and current project was being called a redevelopment for a purpose.

The site's situation was that the church on the property was using 13 acres of a parcel on M-150, where the City was trying to promote walkability, sustainability, good use of land and compatible neighborhood use. A bank was next to the church, and a strip center was to the east, a Walmart to the northeast, a school to the west and future development on the north. The latter would most likely be more commercial and retail. So the site was essentially 12 acres stuck behind a church and east of a school, sitting down in a hole. When the subject of density came up, it was evident that this was a good location for a multi-family type development and meeting the overall M-150 code. Mr. Schlicht observed that in the City's comparison of densities, this project's density of 27.9 acres was equivalent to other multi-family projects in the Lee's Summit area. Densities in New Longview were close to that. In short, the PMIX was a reflection of it making more sense to factor in the bank and church than to impose multiple zoning districts for the property and then try to make them fit the M-150 standards. He added that despite the high density for the apartments, the site had a remarkable amount of green space.

Chairperson Norbury stated that he liked the project. However, the point of the M-150 Corridor overlay did advocate minimizing the use of PMIX to vary design or development standards, as Mr. Landis had pointed out. He acknowledged that an apartment complex tucked into this kind of property was a compatible use. However, that did not mean slapping just any label on the property. He wanted to make sure that the City and applicants had given proper consideration to the CDO overlay districts and if that had not happened that was a staff problem they needed to fix. He also wanted to pull the reins back on using PMIX on every project just because it was a little challenging. The church did not have to be rezoned since a church was acceptable in any zoning district and the commercial district was already a commercial district. The next project that came through would have a very high bar to clear. He was not sure he would want to vote for the rezoning tonight because he had not heard a good reason for not putting it in one of the available CDO categories. If staff had a good reason, he wanted to hear it.

Mr. Soto explained that staff's reasoning was that they were dealing with a portion of underutilized property on an existing site. Half of the tract had already been developed. Staff had felt that PMIX was the best fit because of the existing development surrounding a somewhat remnant piece of property. Chairperson Norbury remarked that at some point, Arvest Bank might move some time in the future and right now they were proposing to give it PMIX zoning. He asked what that could mean in terms of restrictions on redevelopment. Mr. Soto

replied that redevelopment of any part of that property would require a preliminary development plan. It was still within the CDO area so it would still be subject to all the design standards that were spelled out in Article 6 of the UDO.

Chairperson Norbury noted that the PMIX designation was tied very closely to the development plan; and asked if how PMIX zoning might impact the future development of the other part of the lot, or if a change of ownership of the bank might mean that only multi-family residential could go on that property. He wanted to know if the PMIX designation would allow the redevelopment of the non-residential parts of the 24 acres. Mr. Soto explained that tonight's plan called for the development only for the acreage on the north end. Whatever the existing uses were on the rest of the property, the plan only called for them to continue as they were now. Any redevelopment would require some planning.

Ms. Roberts asked for some input from staff about the buildings. Ms. Stanton related that they did not meet the size for the CDO district but they were being rezoned to PMIX, not a CDO designation. This was an in-between situation in that they were meeting the CDO sustainability menu options but were not proposing to meet the same design criteria.

Chairperson Norbury then noted that the applicant had objected to including Public Works items 7 and 14, which addressed sanitary sewer issues. He asked staff for an explanation.

Mr. Monter stated that whether or not Section 16.400 was referenced, staff did believe that the section did apply which they had on page 5. He read the wording of the section, which stated that *sanitary sewers shall be extended to a subdivision boundary line to serve adjacent property*. Item 7 was referencing a UDO requirement and did not necessarily refer to whether a property had a minor plat or final plat. It was more a planning aspect. A sanitary sewer manhole was at the southern edge and if the property was developed, it could be a burden to the undeveloped property to the north to get sewer infrastructure. It might require the owner to go on someone else's property to get an easement. Staff's position was that the sewer had been extended to this undeveloped piece of property for the user to connect to; and from a planning point of view, that user should then extend it to be available to the next property. Staff believed that the sanitary sewer should be extended, both from a master planning standpoint and the perspective of this UDO section.

Chairperson Norbury noted that item 14 mentioned a final plat, and the applicants had indicated there would not be one. Mr. Monter answered that with four lots or less, the property could be minor platted. If public infrastructure was required as part of a platting process, they would need to do a final plat. That was based on his understanding of the UDO requirement. He added that a minor plat was a form of final plat. Item 14 would be accurate if, from a planning standpoint, the sanitary sewer would have to be extended. If the applicant did not have to extend the public infrastructure to the property to the north, then some applicant in the future would have to find some means to hook up with a public sanitary sewer.

Ms. Sheri Wells stated that Legal considered Section 16.400 would apply and the applicants would need to extend the sanitary sewer,

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 8:15 p.m. and asked for discussion among the Commission members.

Chairperson Norbury acknowledged that the M-150 corridor was, in a sense, an experiment. This was the first the Commission had seen an application there that involved a zoning change. He believed this was a good experiment but it was full of challenges, obstacles and gray areas. They had made a number of adjustments but he did not want to see this again and again. There needed to be a clear explanation.

Ms. Roberts observed that staff's reports and the other material the Commissioners got were very helpful – until they heard an application involving M-150. None of the issues they were discussing had been referenced in staff's report, including any guidelines about how the buildings should look and what size they should be. She did not feel that she had enough information to make a decision on this tonight. She could agree on the apartments getting a rezoning but was not sure about rezoning for the entire property for no apparent reason. The zoning made no difference to the church, and the bank's current zoning matched its use.

Chairperson Norbury stated that he liked this project and it did exactly what the City wanted to do according to every market study that had seen in recent years about a drastic need for more rental product. He also understood the Raintree residents' concerns. The water was always a concern, since Raintree was an especially sensitive watershed, but the applicants were being required to improve the situation and this was the general approach. He had also noted that every project in the M-150 corridor seemed to get strong opposition from the Raintree Homeowners Association. It was difficult to repeatedly hear “no” but never hear what might work for them. There would nevertheless, be more projects on M-150 and he advised the Association's board to have some discussions about what might work and be good for the area. It would encourage a more constructive dialogue. Nevertheless, he did share Ms. Roberts' concerns. He could approve the PMIX and PDP if the zoning was confined to the 11.15 acres. Ms. Bushyhead suggested that it would just take reducing the scope of the application to 11.15 acres.

Mr. DeMoro supported this change; however, he asked if the Commission was in agreement about the sanitary sewer requirement. Chairperson Norbury noted that this was something the Commission had “ done for almost every project it had heard. This was a preemptive requirement to ensure sanitary sewer access for future development. If there were objections, this could be dealt with in further conversations with staff, including Legal since it might involve statutory interpretation.

Hearing no further discussion, Chairperson Norbury called for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2016-149, Rezoning from AG and CP-1 to PMIX and Preliminary Development Plan: The Residences at Echelon, approximately 11.5 acres located at the northwest corner of SW M-150 Hwy. and SW Hollywood Dr.; Engineering Solutions, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 through 4. Mr. Rader seconded.

As Mr. DeMoro had erred in stating the acreage, Mr. Rader withdrew his second. Mr. DeMoro then restated the motion, identifying the property as approximately 11.15 acres. Mr. Rader seconded.

Ms. Wells pointed out that with the change, the zoning changed would now be “AG to PMIX” since the CP-2 part of the property was left out. Mr. Rader again withdrew his second.

Mr. DeMoro made a motion to recommend approval of Application PL2016-149, Rezoning from AG to PMIX and Preliminary Development Plan: The Residences at Echelon, approximately 11.15 acres located at the northwest corner of SW M-150 Hwy. and SW Hollywood Dr.; Engineering Solutions, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 through 4. Mr. Rader seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote of four “yes” and one “no” (Ms. Roberts) to recommend **APPROVAL** of Application PL2016-149, Rezoning from AG to PMIX and Preliminary Development Plan: The Residences at Echelon, approximately 11.15 acres located at the northwest corner of SW M-150 Hwy. and SW Hollywood Dr.; Engineering Solutions, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 through 4.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

6. Application #PL2016-153 - REZONING from RP-2 to RP-3 - 202 SW 3rd St; Harlen & Liesl Hays, applicants

Chairperson Norbury opened the hearing at 8:30 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Liesl Hays and Mr. Harlen Hays gave their address as 1320 NE Kenwood Drive in Lee's Summit. Ms. Hays stated that they wanted to open the first bed-and-breakfast business in Downtown Lee's Summit. They had discussed this concept with several Downtown business owners as well as Main Street and the Chamber of Commerce. Letters of support were included in the Commissioners' packets. These letters thoroughly covered the benefits of this kind of business Downtown. These advantages included historic preservation and supporting local businesses. Currently the property was zoned RP-2, which would require the owners to live on site. The Hays had a child as well as two large dogs, and this would not be practical. They were asking to change the zoning designation to RP-3, which would allow them to have an live-in, on-site manager.

Mr. Hays stated that the property at 202 SW 3rd Street was currently a residence with four bedrooms and four bathrooms. The size of the building would not change. They did plan to update the exterior parking area in order to have parking for each of the four bedrooms, one of which the manager would use. The home was built in 1889 and was an historic resource so they did not plan any other changes. They would comply with the City's requirements. He confirmed that the reason for the rezoning request was that the current zoning was for a “bed and breakfast homestay”, which would require them to live on site; and RP-3 zoning would allow a manager to do that as a “bed and breakfast inn.”

Following the Hays' presentation, Chairperson Norbury asked for staff comments.

Mr. Soto entered Exhibit (A), list of exhibits 1-23 into the record. The application was for rezoning of a single-family home, on a lot slightly over a quarter acre. It was at a prominent intersection on the west side of Downtown. This was a transition zone. Mr. Soto displayed a color-coded zoning map and pointed out the subject property. The residential stretch on the north side of 3rd Street from Jefferson west was zoned RP-2, with R-1 on the south side. The dominant land use was single-family residential on both sides of the street. Four different zoning designations were on this particular corner: RP-2, CP-2, TNZ and PO immediately east of the subject property. The rezoning would allow the house to continue as a residence with no significant changes but also be able to offer use of the property as a bed and breakfast inn. The City had the two classifications for bed and breakfast businesses that the Hays had described. The intensity of use would not change whether the property was RP-2 or RP-3. It would provide a good transition from the residential use to the west to the commercial uses to the east. If the applicants should cease to operate it as a bed and breakfast inn, the residential use could continue. There was a mix of uses around the corner. Staff supported the rezoning request.

Following Mr. Soto's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. Seeing none, he asked if the Commission had questions for the applicant or staff. As there were no questions, Chairperson Norbury closed the public hearing at 8:40 p.m. and asked for discussion among the Commission members, or for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2016-153, Rezoning from RP-2 to RP-3: 202 SW 3rd St; Harlen & Liesl Hays, applicants; subject to staff's letter of September 23, 2016. Mr. Rader seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2016-153, Rezoning from RP-2 to RP-3: 202 SW 3rd St; Harlen & Liesl Hays, applicants; subject to staff's letter of September 23, 2016.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

<p>7. Application #PL2016-154 - SPECIAL USE PERMIT for a bed & breakfast inn - The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants</p>
--

Chairperson Norbury opened the hearing at 8:41 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Liesl Hays and Mr. Harlen Hays gave their address as 1320 NE Kenwood Drive in Lee's Summit. Mr. Hays stated that they were asking for a Special Use Permit in order to operate a bed and breakfast inn at the referenced location. They would adhere to all the listed 16 SUP requirements. They planned to retain the property's character on the exterior of the house as

well as the interior. They would also adhere the UDO's requirements for a bed and breakfast inn. That would include having three rooms available and have adequate screened parking by a fence, with four parking spots including one that was ADA compliant.

Following the Hays' presentation, Chairperson Norbury asked for staff comments.

Mr. Soto entered Exhibit (A), list of exhibits 1-23 into the record. He stated that the applicants were willing to comply with all the SUP and UDO requirements for operating a bed and breakfast inn. Staff found the use compatible with the existing neighborhood and surrounding properties. Staff recommended approval, subject to Recommendation Items 1 and 2.

Following Mr. Soto's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. As there were none, he then asked if the Commission had questions for the applicant or staff.

Mr. Funk suggested that Mr. and Ms. Hays might introduce themselves to the Historic Preservation Commission. Ms. Hayes stated that they had met and were working with Ms. Kathy Smith; and she was working to ensure that they had all the information they needed for the historic property. She had not mentioned the Commission meetings but they were look into a visit.

Chairperson Norbury noted that Downtown Main Street had submitted a letter in support of the application.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 8:50 p.m. and asked for discussion among the Commission members.or for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2016-154, Special Use Permit for a bed & breakfast inn: The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2. Mr. Rader seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2016-154, Special Use Permit for a bed & breakfast inn: The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

PUBLIC COMMENTS

There were no public comments at the meeting.

ROUNDTABLE

Mr. McKay announced that at the next meeting on October 11th the Commission would hear the application for the City-initiating rezoning to PMIX. This was for all the area around the new interchange at US 50 and M-291 including the Odessa site, Pine Tree shopping center, the Westcott property, all the businesses along Jefferson and 16th Street and Persels. The City had hosted two open houses to discuss it with the property owners and had a full room at the second meeting with some good comments.

Chairperson Norbury asked that applications for PMIX include, in the future, some commentary on what the PMIX designation was for.

ADJOURNMENT

There being no further business, Chairperson Norbury adjourned the meeting at 8:55 p.m.

PC 092716

City of Lee's Summit

Department of Planning & Codes Administration

September 23, 2016

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director *ullf Fox RGM*
RE: **PUBLIC HEARING – Appl. #PL2016-153 – REZONING from RP-2 to RP-3 – 202 SW 3rd St; Harlen & Liesl Hays, applicants**

Commentary

The applicants propose to rezone an approximately 0.28 acre parcel located at 202 SW 3rd St from RP-2 (Planned Two-family Residential) to RP-3 (Planned Residential Mixed Use). The property is developed with a single-family residence. The request for rezoning stems from the applicants' proposal to operate the residence as a bed & breakfast inn. A bed & breakfast inn is not permitted under the existing RP-2 zoning, but is allowed under the proposed RP-3 zoning.

This application is associated with Appl. #PL2016-154 for a special use permit for a bed & breakfast inn on the subject property, also on this agenda.

Recommendation

Staff recommends **APPROVAL** of the rezoning.

Project Information

Proposed Use: bed & breakfast inn

Current Zoning: RP-2 (Planned Two-family Residential)

Proposed Zoning: RP-3 (Planned Residential Mixed Use)

Land Area: 0.28 acres (12,314 square feet)

Number of Lots: 1 lot

Location: 202 SW 3rd St; located on the north side of SW 3rd St, one lot west of the intersection of SW 3rd St and SW Jefferson St

Surrounding zoning and use:

North: RP-2 — single-family residences

South (across SW 3rd St): R-1 (Single-family Residential) — single-family residences; TNZ (Transitional Neighborhood Zone) – single-family residence

East (adjacent and across SW Jefferson St): PO (Planned Office) — office; TNZ, PMIX (Planned Mixed Use) and CP-2 (Planned Community Commercial) – office/commercial and vacant former U.S. Post Office branch

West: RP-2 — single-family residences

Background

- 1889 – The existing single-family residence was constructed.

Analysis of Rezoning

Comprehensive Plan. The Old Lee's Summit Development Master Plan, as part of the 2005 Lee's Summit Comprehensive Plan, identifies this area as being within the Old Lee's Summit area, just outside of the Downtown Core.

Surrounding Uses. The properties to the north and west are zoned RP-2; they are comprised of single-family residences. The abutting property to the east is zoned PO; it is comprised of a single office building. The properties further to the east, across SW Jefferson St, are zoned TNZ, CP-2 and PMIX; they are comprised of office/retail and the former site of the U.S. Post Office. The properties to the south are zoned R-1, except for a single TNZ-zoned parcel at the southwest corner of SW 3rd St and SW Jefferson St; they are comprised of single-family residences.

Request. The applicant proposes to rezone 0.28 acres from RP-2 to RP-3 for the purpose of operating a bed & breakfast inn.

Recommendation. The UDO has two use classifications for bed & breakfasts: a bed & breakfast homestay and a bed & breakfast inn. The table below illustrates the characteristics that differentiate the two use classifications.

	Bed & Breakfast Homestay	Bed & Breakfast Inn
Staffing	Resident owner-operator only	Resident owner-operator; Resident manager; or Resident employee
Number of Guest Rooms	1-3	4-12
Zoning	AG, RDR, RLL, R-1, RP-1, RP-2, RP-3, RP-4, PRO, NFO, TNZ, CP-1, CBD	AG, RDR, RLL, RP-3, RP-4, TNZ, CP-1, CP-2; CBD

The operation model for the proposed bed & breakfast is for a resident manager/employee to run the day-to-day onsite operations. The owners of the property will not reside on the premises. Whereas a bed & breakfast homestay is permitted under the existing RP-2 zoning, the fact that the applicants will not be resident owner-operators is what classifies the proposed bed & breakfast as an inn versus a homestay and thus necessitates the rezoning of the property to accommodate the proposed use.

The intersection of SW 3rd St and SW Jefferson St serves as a major entry point into the commercial downtown and marks a transition from residential to commercial along the SW 3rd St corridor. The subject property is located one lot west of the intersection of SW 3rd St and SW Jefferson St. The abutting property to the east has an office building and is zoned PO. From a zoning classification perspective, the proposed RP-3 zoning provides a transition from the RP-2 properties to the west, the abutting PO property and the TNZ, PMIX, CP-2 and CBD properties east of SW Jefferson St. From a land use perspective, the proposed RP-3 zoning continues to allow for a transition from single-family residential to the west, the abutting office property and the office/commercial uses east of SW Jefferson St. Staff believes the proposed rezoning to be appropriate for a transition area and therefore supports the proposed rezoning to RP-3.

Ordinance Criteria. The criteria enumerated in Article 4 were considered in analyzing this request.

- The proposed rezoning is not expected to change the character of the neighborhood. The RP-3 allows for the continued use of the property as a single-family residence, but also allows for the use of the property as a bed & breakfast inn.
- The proposed rezoning for the operation of a bed & breakfast inn is compatible with the surrounding zoning and land uses. The existing zoning surrounding the subject property is composed of R-1, RP-2, PO, TNZ and PMIX zoning. The existing land uses surrounding the subject property are composed of single-family residences and office/commercial. The proposed RP-3 zoning is appropriate in an area where a transition occurs between residential and commercial zoning and land uses.
- The subject property is suitable for a bed & breakfast under both the existing RP-2 and proposed RP-3 zoning. More specifically, a bed & breakfast homestay may be permitted with a special use permit in both the RP-2 and RP-3 zoning district. A bed & breakfast inn may be permitted with a special use in the RP-3 zoning district, but not the RP-2 zoning district.
- The proposed rezoning is not expected to negatively impact the aesthetics or use of the subject property or the neighboring properties.
- The proposed rezoning is not expected to negatively impact the values of the subject property or neighboring properties.

In considering all the criteria and regulations, and taking into considerations the facts above, staff finds the use to be appropriate and recommends the approval of the rezoning.

RGM/hsj

Attachments:

1. Rezoning Exhibit and Site Plan, dated November 8, 1995
2. Support Letter from Downtown Lee's Summit Main Street, dated September 13, 2016
3. Support Letter from Natural Farm Soap Co, dated September 21, 2016
4. Area Zoning Map
5. Location Map

SURVEYOR'S REAL PROPERTY REPORT

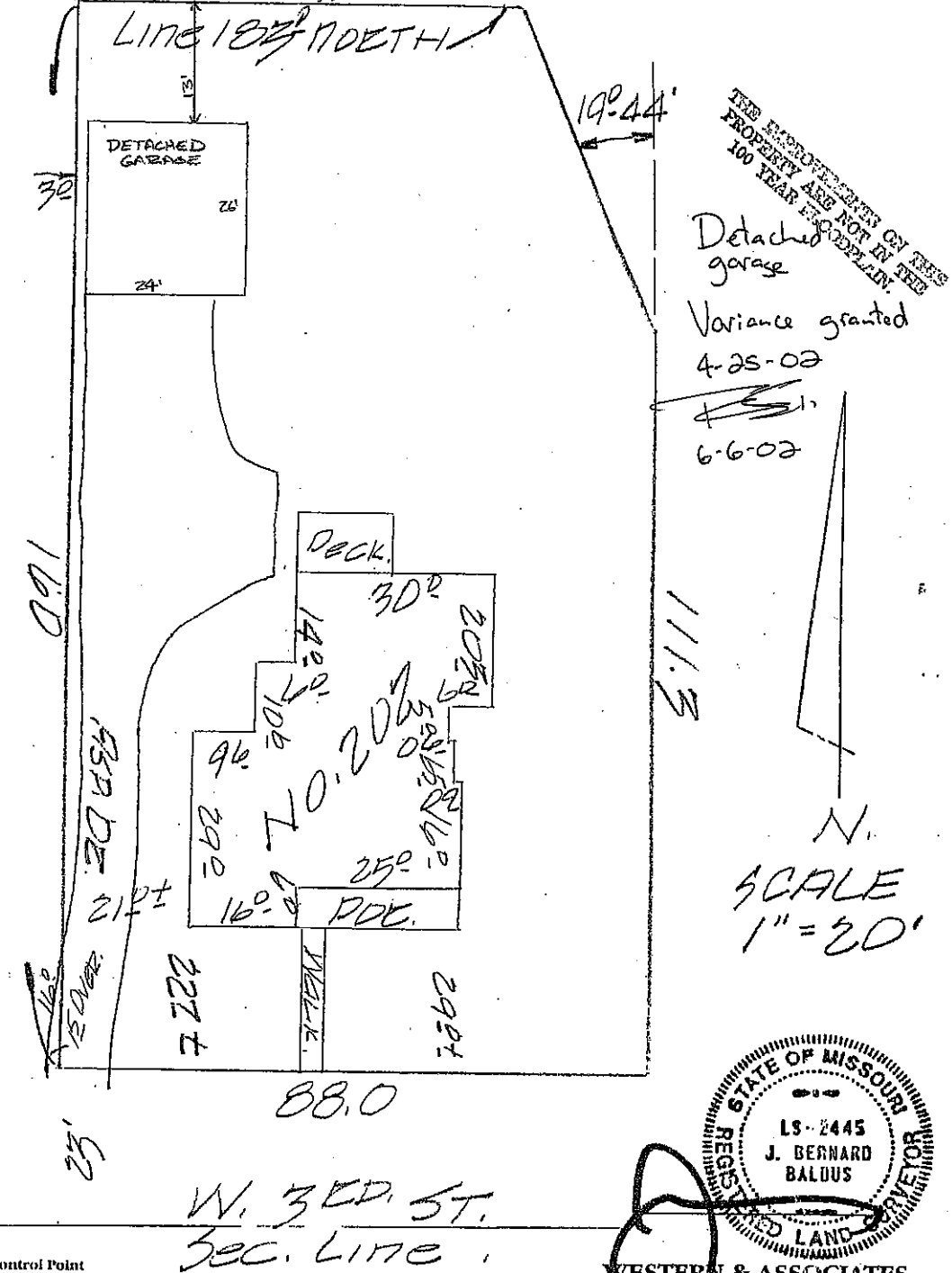
THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY

This inspection and its control points are subject to the inaccuracies that a subsequent boundary survey may disclose. It is not to be used for the establishment of any fences, structures or other improvements. To establish the boundary lines, I recommend a Land Surveyor Registered in your state prepare a Boundary Survey. Said inspection and the accompanying sketch are true and correct to the best of my information, knowledge and belief and were prepared for mortgage title insurance only. The Flood Hazard Zone for this property has not been determined unless otherwise noted. No property corners were set. Linear or angular values shown herein, if any, are from plat or deed information, and have not been verified unless noted. No warranty is extended herein to the present or future owner or occupant. This inspection was either conducted by me or under my direct supervision. J.B.B.

ORDERED BY: J.D. Reece
Tricia
John M. Snider
202 West Third st.
Lee's Summit, Missouri

JOB NUMBER: 103625
SCALE: 1" = 20'
DATE: 11-8-05

DESCRIPTION: Beginning at at point 23 feet North of the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 47, Range 31, thence East 88 feet, thence North 111.3 feet, thence North 19 degrees 44 Minutes West to a point which is 183 feet North of the South line of Section 6, thence West to the West line of said 1/41/4 section, thence South 160 feet to the point of beginning Lee's Summit, Jackson County, Missouri.



0 - Control Point
Liability is hereby limited to the above ordered by and/or their assigns and
Title Company STEWART Commitment No. 95110392
FUTURE USE (after the initial closing) IS PROHIBITED AND NO LIABILITY WILL BE ASSUMED. Property address and encroachments, if any, are shown on the above diagram. Note: Positional tolerance of major improvements location shown is ±1/2" unless otherwise noted. 4/25

WESTERN & ASSOCIATES
SURVEYORS, INC.
6505 EAST FRONTAGE ROAD, ST. MERRIAM KANSAS 66202
432-8696

STAFF

Donnie Rodgers, Jr.
Executive Director

Ashley Nowell
Assistant Director

Julie Cook
*Events & Promotions
Director*

Jen Steller
*Communications
Coordinator*

BOARD OFFICERS

Lynn Hinkle
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Kim Berwald-Viar

Dave Eames

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Nick Swearngin

Marian Zajic

September 13, 2016

Planning & Codes Administration
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

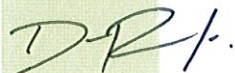
Mr. McKay,

Downtown Lee's Summit Main Street, Inc. supports Application #PL2016153 and #PL2016154 for the rezoning of 202 SW 3rd Street to RP-3 (Bed and Breakfast Inn.)

We feel that there is a need for additional lodging opportunities for visitors to our award winning downtown business district. A short walk from the Amtrak Station, this location would be very desirable to lesiure and business travelers. This location also would allow for the preservation of a historic home, while creating new commercial activity and tax revenue for the community. We believe this project is a win-win for all.

Please let us know if we can be of any additional assistance.

Yours Truly,



Donnie Rodgers, Jr.
Executive Director



September 21, 2016

Planning and Codes Administration
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Mr. McKay,

Natural Farm Soap Co. supports Application #PL2016153 and #PL2016154 for the rezoning of 202 SW 3rd Street to RP3 (Bed & Breakfast.)

As a local business owner, we believe the Bed & Breakfast is a wonderful, and much needed addition to the Downtown Lee's Summit community. The Bed & Breakfast will increase national awareness of the Downtown Lee's Summit area and provide a much-needed service to the community all while supporting additional tax revenues.

The Browning Bed & Breakfast will also be partnering with other local businesses to source the required products and services needed to maintain its high-level of quality. We believe this project represents the visions and goals for the Downtown Lee's Summit community and will have a positive impact for years to come.

Please don't hesitate to let us know if you have any additional questions.

Best Wishes,

Janet Stevens
Owner

RECEIVED

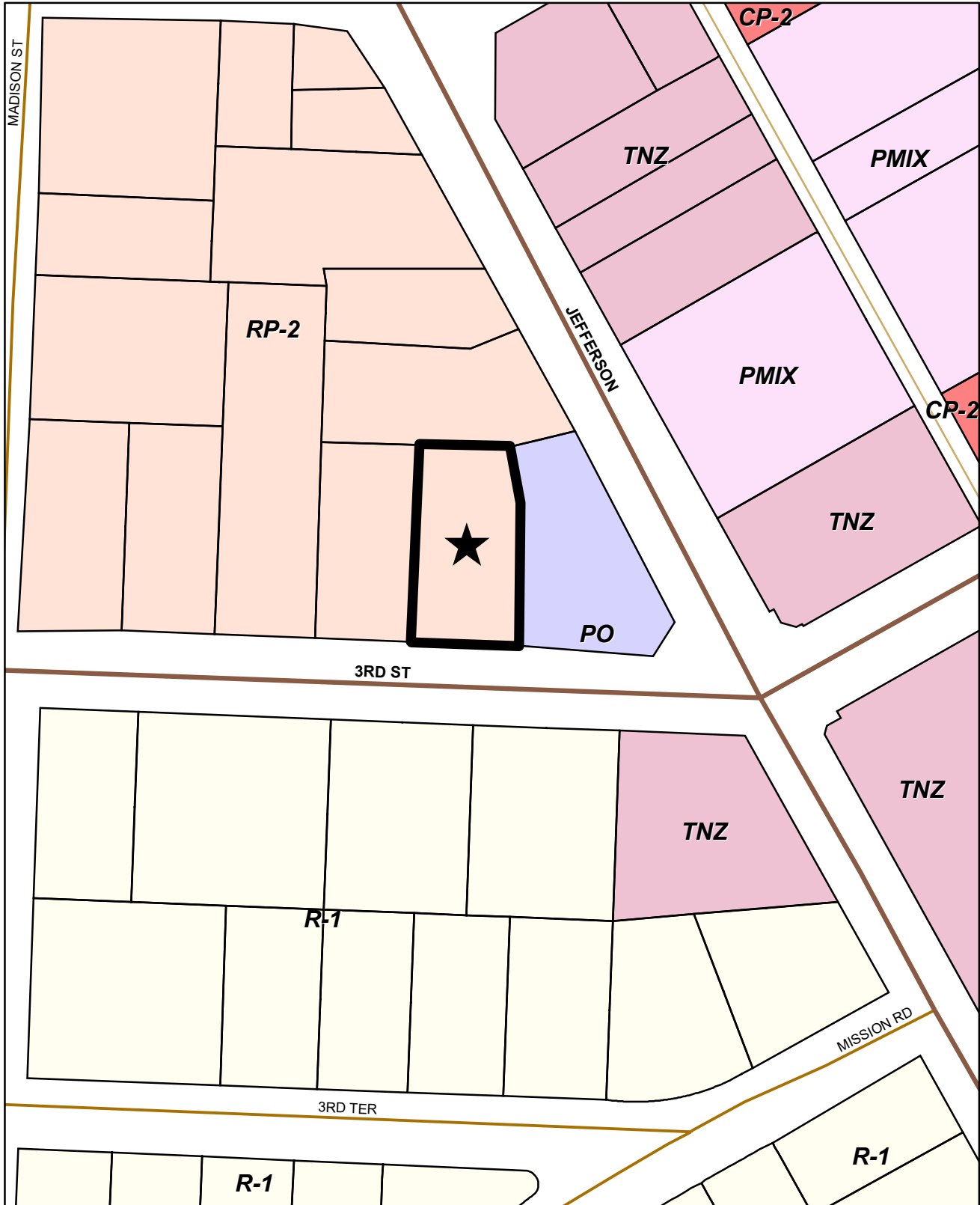
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Planning & Codes Admin

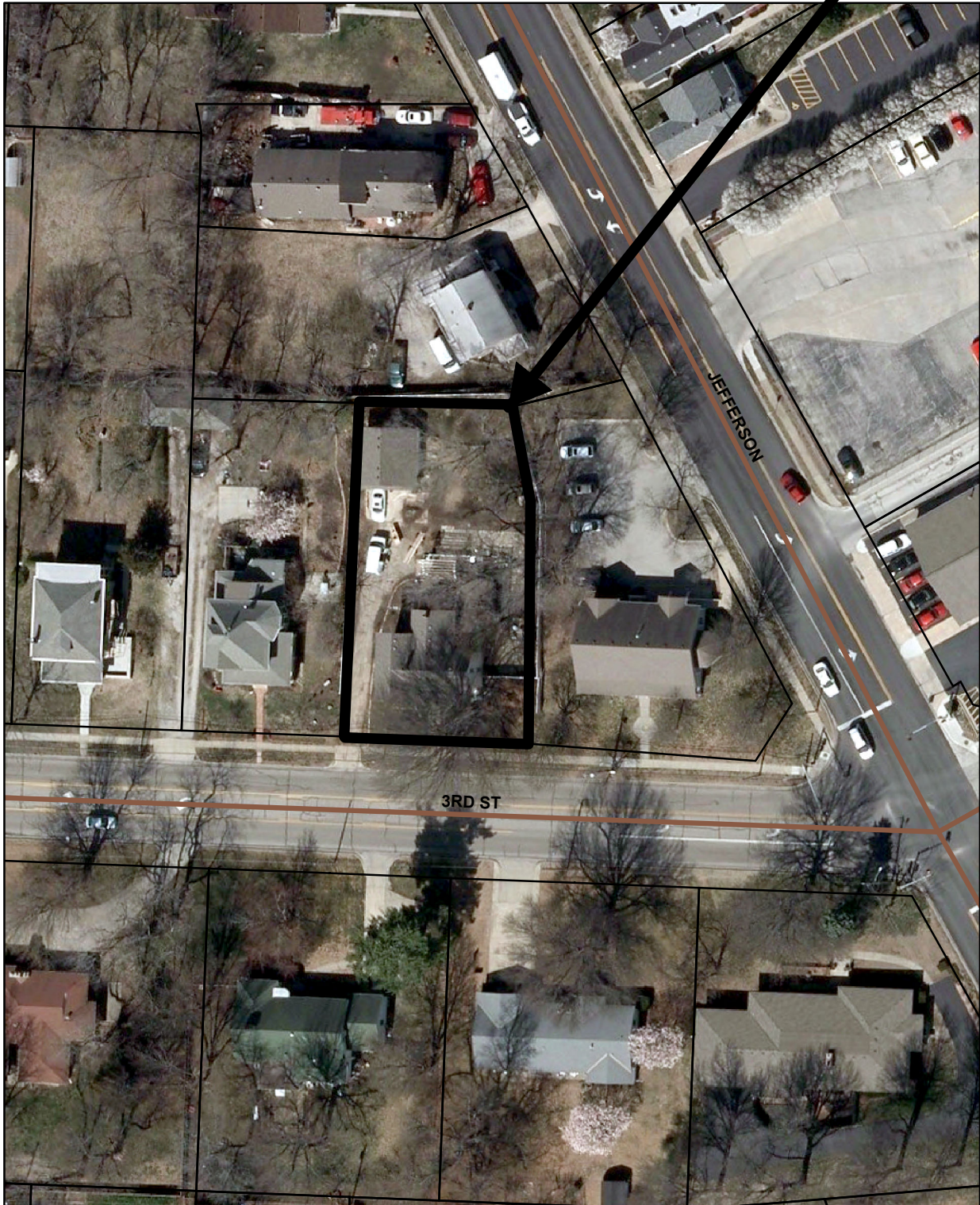
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-2016-154-

Area Zoning Map



**Appl. #PL2016-153 REZ from RP-2 to RP-3
202 SW 3rd St;
Harlen & Liesl Hays, applicant**



Packet Information

File #: 2016-0572, Version: 1

PUBLIC HEARING - Appl. #PL2016-154 - SPECIAL USE PERMIT for a bed & breakfast inn - The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants

Issue/Request:

The applicants request a special use permit to operate a bed & breakfast inn on property proposed to be zoned RP-3 located at 202 SW 3rd St. The property is developed with a 4-bedroom, 2-story single-family residence. Three (3) bedrooms will be available for guests. The fourth bedroom will serve as living quarters for the resident manager/employee. The owners of the bed & breakfast will not reside on the premises. The applicants request a 10 year time period for the special use permit. Staff supports the requested time period.

This application is associated with Appl. #PL2016-153 for the rezoning of the subject property from RP-2 to RP-3, also on this agenda.

Proposed City Council Motion:

I move to direct staff to present an ordinance approving PUBLIC HEARING - Appl. #PL2016-154 - SPECIAL USE PERMIT for a bed & breakfast inn - The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants

Recommendation:

Staff recommends **APPROVAL** of the special use permit, subject to the following:

1. The special use permit for the bed & breakfast inn is contingent on approval of Appl. #PL2016-153 for the rezoning of the subject property from RP-2 to RP-3.
2. The special use permit shall be granted for a period of 10 years.

Committee Recommendation: On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2016-154, Special Use Permit for a bed & breakfast inn: The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2.

LEE'S SUMMIT PLANNING COMMISSION

Minutes of Tuesday, September 27, 2016

The Tuesday, September 27, 2016, Lee's Summit Planning Commission meeting was called to order by Chairperson Norbury at 5:00 p.m., at City Council Chambers, 220 SE Green Street, Lee's Summit, Missouri.

OPENING ROLL CALL:

Chairperson Jason Norbury	Present	Mr. Nate Larson	Absent
Mr. Fred Delibero	Present	Mr. Beto Lopez	Absent
Mr. Donnie Funk	Present	Ms. Colene Roberts	Present
Mr. Fred DeMoro	Present	Mr. Brandon Rader	Present
Mr. Frank White III	Absent		

Also present were Robert McKay, Director, Planning and Planning and Codes Administration; Chris Hughey, Project Manager; Hector Soto, Planning Division Manager; Jennifer Thompson, Staff Planner; Christina Stanton, Senior Planner; Sheri Wells, Staff Attorney; Kent Monter, Development Engineering Manager; Michael Park, City Traffic Engineer; Jim Eden, Assistant Fire Chief I, Fire Department; and Kim Brennan, Permit Tech.

1. APPROVAL OF CONSENT AGENDA

A. Minutes of the September 13, 2016, Planning Commission meeting

On the motion of Mr. Delibero, seconded by Ms. Roberts, the Planning Commission voted unanimously by voice vote to **APPROVE** the Consent Agenda, Item 1A as published.

APPROVAL OF AGENDA:

Chairperson Norbury announced that there were no changes to the agenda, and asked for a motion to approve. On the motion of Mr. Delibero, seconded by Ms. Roberts, the Planning Commission voted unanimously by voice vote to **APPROVE** the agenda as published.

2. Continued Application #PL2016-114 - PRELIMINARY DEVELOPMENT PLAN - approximately 7.11 acres located at the southeast corner NW Blue Pkwy and NW Colbern Rd for the proposed Summit Village; Newmark Grubb Zimmer, applicant

Chairperson Norbury opened the hearing at 5:02 p.m. and announced that Application PL2016-114 was being continued to a date certain of October 25, 2016 at the applicant's request. He asked for a motion to approve.

Mr. DeMoro made a motion to continue Application PL2016-114 to a date certain of October 25, 2016. Mr. Funk seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Funk, the Planning Commission members voted unanimously by voice vote to **CONTINUE** Application PL2016-114 to a date certain of October 25, 2016.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

Chairperson Norbury announced that a number of people were present wanting to give testimony. He explained that the order of hearings was that the applicant would give a presentation, staff would give a presentation and after that the floor would be open to testimony and comments from the public. He asked participants to limit their comments to three minutes, and there might be a second chance to comment but that would depend on the time. Tonight's meeting included a variety of types of applications, and some required more detail than others. Anyone wishing to speak would need to be sworn in at the beginning of a hearing.

3. **Application #PL2016-145 - REZONING from R-1 to PMIX and CONCEPTUAL DEVELOPMENT PLAN** - Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions, LLC, applicant

Chairperson Norbury opened the hearing at 5:06 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Matt Schlicht of Engineering Solutions gave his address as 50 SE 30th Street in Lee's Summit. He stated that a number of people involved in the project were present: Mr. John Bondin, developer; Mr. Bunk Farrington, attorney; Ms. Christine Bushyhead, attorney and Mr. Jeff Wilke with TransSystems. Mr. Schlicht's presentation focused on the conceptual preliminary plat and rezoning, which would set the stage for the overall development. The apartment plan would be covered during this hearing in a separate presentation.

The subject property was 74 acres. He displayed a map of the Village portion, noting that north was to the left. View High and the Fred Arbanas Golf Course were on the bottom left side (northwest) side, 3rd Street and CVS, McDonald's and other New Longview development was to the south (right). The new Winterset 10th plat was on Roosevelt Road to the east. Displaying the 2004 concept plan for Winterset Valley, Mr. Schlicht stated that the property was zoned R-1 at present, and had been brought into the city in 2004 as part of Winterset's concept plan. Commercial development and apartments had been planned for the View High side, with some townhomes between that portion and the R-1 development.

The project had not followed this concept plan exactly in the actual development. A second map showed Roosevelt Road and Winterset's 10th phase, and Mr. Schlicht pointed out on the map how the single-family development had essentially migrated to the west, with some of the denser, multi-family or villa-type homes being eliminated from the plan.

Tonight's application included a PMIX zoning for this property. At the northeast end of the map, Mr. Schlicht pointed out Lot 1, for apartments, and Lot 2, which would include senior-oriented housing. The concept plan had shown some larger buildings with a net 150 units. The applicant had discussed this with nearby residents, and they were not happy about these bigger buildings not looking very similar to the other residential style used. They were now working on breaking up the massive appearance and reducing the scale of the parts that were closest to the neighbors. The appearance would become more blocky when it got closer to the retention/detention stormwater facility.

At the south end, they proposed 250,000 square feet of commercial use. This was anticipated to include a sit-down family type restaurant, offices, and possibly a health club or gym. The offices might have some residential uses on the upper levels. Mr. Schlicht emphasized that this and the senior living portion in particular were still conceptual. A few things were definite, including the alignment of Kessler Drive, which started in Winterset 10 and would end at the current golf course. That would establish a connection between 3rd Street and View High and function as a major road that would provide access within the development. Another essential traffic element was a connection for Winterset residents. Pointing out the road on the map, Mr. Schlicht commented that they'd had continuing conversations with the Winterset developer, who had requested that they move the road slightly to the north.

The site would include a 3-acre water retention facility at the northeast corner. There would be some access around it for walking and using landscape architecture such as stonework and fountains to make it attractive as well as functional. This could be a good selling point for the nearby apartment and senior projects as well as some of the single-family lots. This facility would be large enough to be utilized by both Lots 1 and 2. Nevertheless, they were requiring the other sites to put in some kind of best management practice system to at least slow stormwater down before it even reached the detention site.

The applicants had done a traffic study and accepted its findings. The study had listed a number of improvements up to Chipman Road and 109th Street, plus some improvements on Kessler. Mr. Schlicht pointed out the access locations. The applicants were still working with the city of Kansas City to see how the timing would work out. The west boundary was the end of Lee's Summit, so they were trying to work out this unusual situation. Mr. Schlicht added that a great deal of development had happened in this area including New Longview; and the area around View High should be part of that.

The applicants had held two neighborhood meetings. One had taken place on September 13th and they had described the apartment project, on the assumption that this was a part everyone would to see some details about. They had discussed the site but not in as detailed an approach as neighbors had wanted; so they had held a second meeting, particularly for residents most affected, on September 22, 2016. The residents along Roosevelt would be the ones most impacted. The major concerns raised involved the differences between what the Comprehensive Plan showed and what the applicants planned to do. Mr. Schlicht explained that the north end of the subject property was essentially a gigantic hole, with a drop of as much as 40 feet from View High down to the detention facility and back up to Winterset. That meant limits on what route a road could take and how development could be done. The Comprehensive Plan showed an east-west line of single-family residential uses over part of the north end of the property; and this had led to assumptions that this was the use for the rest of it. Actually, the plan was for apartments and commercial moving further south.

Another question at the meeting was about why the road passing across the back of several lots could not be moved a little further away to provide some buffering. The applicants did plan to install high-impact screening along these lots, and had shifted the road about 20 feet to allow room to install it. Mr. Schlicht pointed out the stretch of the road that ran along a ridge, with the land falling sharply beyond it. The grade changes made shifting the road any further away impractical; and its current alignment would locate the nearest building to the residences almost 110 feet away. That did not count the 30-foot setbacks for the lots; so no one would have another building close to their homes. Mr. Schlicht summarized that while they had not reached a complete resolution, the applicants had explained the basis for their opinion; and most of the people they had met with were willing to work toward a resolution. The impact of the road itself should be negligible. It was a secondary access out of Winterset, so should not have a heavy traffic volume.

The Comprehensive Plan included a drawing of a north-south road intended to provide a collector road parallel to View High running up to Chipman after View High had commercial development. This plan appeared to have ignored the elevation differences that Mr. Schlicht had just mentioned. If the road had been constructed in the location shown, its elevation would have made commercial development difficult at the north part, and building difficult at the south. After consulting with the City's traffic engineer and their own, they determined that if they had Kessler make a sharp turn and become a major access point, that point would have almost 4,000 feet of separation from 109th Street which went over the Longview Lake dam. This would be plenty of space to put in another access after the grade settled and stabilized, possibly making 109th a full access point. It would eliminate a segment at a point where the grade changes were especially difficult.

Mr. Schlicht remarked that at the meeting, the applicants had emphasized this being a concept plan, and that a large amount of detail would be added to the preliminary development plan. The concept plan had showed some three-story buildings, parking garages and commercial activity that had concerned neighbors. They planned to work with the residents to sift out what parts of the plans made sense and were doable. He concluded that the applicants agreed with staff's comments and recommendations in their September 23, 2016 letter. The preliminary plat would create the large lot used for the apartments, an adjacent lot for the senior living development, two large lots created by intersecting roads and another lot with currently undefined use. A one-acre lot at the corner of 3rd and View High was not part of the development. The plans provided road access and utilities for whenever that lot was developed.

Following Mr. Schlicht's presentation, Chairperson Norbury asked for staff comments.

Ms. Thompson entered Exhibit (A), list of exhibits 1-16 into the record. She confirmed that in addition to the rezoning, this was a conceptual plan submitted for review. That concept plan proposed an apartment development, senior living facility and a variety of commercial uses. These uses were compatible with Lee's Summit's 2005 comprehensive plan designating this area as a mix of commercial and residential uses. Staff supported the rezoning and conceptual plan, with two Recommendation Items. Item 1 referenced the applicant being required a preliminary development plan *for the development of any phase of the conceptual development plan*. Item 2 referenced the development being *subject to the recommendations of the Transportation Impact Analysis report dated September 22, 2016*.

Chairperson Norbury asked Ms. Thompson for a summary of the difference between a conceptual plan and a preliminary development plan. Ms. Thompson explained that a conceptual plan was more general and basically visionary. It communicated an overall view of what the applicant wanted to accomplish and a general framework of how development could occur. It was a requirement when rezoning a tract of this size.

Following Ms. Thompson's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application.

Mr. Dennis Sondgeroth gave his address as 158 Roosevelt Ridge Drive and stated that the road was his main concern. He had visited City Hall yesterday to look at scaled drawings; and at a typical driving speed, it would be less than 10 seconds from the road to his back yard in the event of an accident, even at a fairly low speed. In the current layout that would be a 16-foot drop to his property. He had photos of the houses along that stretch and how drastic the drop to their yards was: the neighbor just next door had an 8-foot drop. Mr. Sondgeroth added that his lot, and all his neighbors' lots, were solid rock and the houses were dug out of solid rock that extended into the hillside. When he had moved to Lee's Summit he had decided to build a custom home because he loved the area, and knew that the Comprehensive Plan had not included this road nor the senior living development. He pointed out the part that the Comprehensive Plan had indicated as R-1 zoning. His realtor had told him that this was R-1 zoning and hopefully would be part of Winterset Valley. He believed that the property should remain R-1 as it had been planned that way from the beginning.

Mr. Sondgeroth also commented that while citizens who would be impacted got 3 minutes to speak, the developers had been working on this for two years or more and were given as much time as they wanted to make their case.

Mr. Dean Martins gave his address as 3116 SW Muir Drive, within 185 feet of the proposed development. He also opposed the rezoning. They had relied on the developer and sales team, as well as the Comprehensive Plan, in assuming that they would have residential behind them. Many of the neighbors would not have built there if they knew that the zoning was intended to be changed and that they would have this kind of development. They had received notice of the September 13th meeting on September 7th and at that meeting, the neighbors had expected a full view of everything. What they got was just a description of the apartment complex. They had set up a meeting of their own on the 22nd with Mr. David Gale, who brought Mr. Schlicht to that meeting. That was where the neighbors had actually learned details about the three phases. Mr. Martins noted that they'd had four or five days to consider this situation, while the applicants had had a few years to present their project to the City.

Mr. Martins then mentioned property values as a subject that had not yet been brought up. He then cited as an example the June 12, 2012 Planning Commission meeting where testimony was given by two realtors about single-family homes losing value when multi-family developments came in nearby. He then asked staff for some examples of Lee's Summit subdivisions had R-1 zoning changed to PMIX, other than planned communities like Arborwalk, adjacent to them. Mr. Martins requested that the rezoning be postponed for four weeks in order for the neighbors to work with the developer and get their concerns addressed. If that did not happen, they were asking for at least reasonable restrictions. They had a signed letter than he asked to have entered into the record. It requested "*the gradual transition from [single-family]*

residential to multi-story residential, commercial and retail buildings.” Chairperson Norbury instructed Mr. Martins to give a copy to Ms. Brennan, and copies to the Commissioners if he had them; and the letter would be entered into the record. The letter was dated September 27, 2016 and was signed by residents of Winterset Valley Phase 30.

Mr. Robert Gonzalez gave his address as 3016 SW Saddlewood Place and stated that he had purchased lot 1398 on Roosevelt Ridge. He recalled that the residents had attended a meeting to discuss this proposed development. Mr. Gonzalez pointed to the left loop of the road on the map, away from the R-1 residences, and recalled the neighbors suggesting that the road itself go through that area instead. They had been told that the topography made this physically impossible. He believed that it was possible with regrading, but would cost more money and that had been the real objection. At any rate, they had not been given a rational reason. Mr. Gonzalez pointed out on the map the planned loop that could be an alternate route. He hoped that other meetings would take place after tonight's hearing, especially in view of the applicant not mentioning it tonight. Mr. Gonzalez added that the neighbors felt rather like a neighborhood team being told that they had one week to prepare for playing a game against the Kansas City Chiefs, with their professional players and staff. They needed a hiatus of about four weeks, as there had been so little conversation and most of that had taken place at short notice.

Mr. Jason Nonamaker gave his address as 3321 SW Kessler Ridge, apartment 7209. He and his family were building a house in this phase, across from the neighbors who had testified tonight. He had learned about this proposed development only about two weeks ago, and it had not been a pleasant surprise. He had attended the meeting, and he also wanted more opportunity for discussion. Mr. Nonamaker understood that this was in the preliminary stages; however, the road was featured in the preliminary plat that would be discussed later in tonight's meeting. They wanted some reasonable restrictions on what the developer could do. The adjacent residents wanted to be taken into consideration. Mr. Nonamaker also noted that the conceptual plan showed the senior living center as being three stories.

Ms. Molly Skelsie gave her address as 2720 SW Gray Lane in Winterset Valley. She had lived there for 12 years and was one of Winterset Valley's original homeowners. Those 12 years had seen a number of changes within the community, much of it happening as the financial environment changed. She understood the neighbors' concerns about the road in particular. They had known all along that the View High/3rd Street intersection would be developed; however, the residents had been given very little time to absorb this information and assess the impact the development would have on them. She was aware of how many people drive, and felt that the safety of children in the community in particular should be taken into consideration. Ms. Skelsie remarked that the plan might be conceptual, but roads were a long-term reality and she rather doubted that the plan they were seeing tonight would actually change in any significant way. She asked the Commission to give the residents the time that they needed.

Mr. David Gale gave his business address as 900 SW Redbuck Circle in Lee's Summit and stated that he was the developer of Winterset as well as the managing partner of Winterset 6, the abutting property. It was the owner of about seven of the undeveloped lots backing onto the property. He displayed a drawing of his concept plan, which staff had looked at as recently as a month ago. The current Winterset phase where these residents lived was the tenth plat of Winterset Valley and was generally referred to as “Winterset Phase 30.” The next phase should come to the Commission by the end of the year. The property owner and Mr. Schlicht had contacted him before the first meeting; and they had looked at a point of intersection, for

purposes of public safety. Mr. Gale pointed out a cul-de-sac and stated that they had originally considered this location, with the bulb redesigned to swing to the west to connect with the road. This was not any longer under serious consideration, although it would pull the road away from the residences. Mr. Gale did not feel that the road would have an impact the saleability of his product long-term. They were considering a "Winterset Garden" product, a type of maintenance-free home for active adults, in that corner. That should provide a comfortable transition.

Mr. Gale explained that the road was designed as a 60-foot right-of-way. That would be similar to the Winter Park Boulevard collector street, which was the reason for the traffic light on 3rd Street. This kind of street was designed to carry somewhat heavier traffic than a typical residential street, which would have a 50-foot right-of-way. He believed that there was a solution. He pointed to what could be the road's proposed main entry and 'front door' for the north side of the development. The street drawn leading from the cul-de-sac would effectively be the back door, and would not even be signed at the View High intersection. He proposed reducing this section to 50 feet and employing roundabouts and 'choke points' to slow traffic down but avoid the terraces that Bridlewood's collector road had. An alternate access would also reduce the volume.

Concerning the grade changes, Mr. Gale recalled that in designing Roosevelt Ridge they had taken advantage of the natural ridge, assuming that anything developed to the west would have sizable grade. Trees would be planted to buffer the view of a drop-off, although they would not be effective as screening until they were mature.

Mr. Jody Van Epstein gave his address as 3112 SW Muir Drive. He stated that the residents had never seen the design Mr. Gale had displayed. He noted that this design had a major exit road, which would negate the need for a road behind these homes. He did not believe there was a need for a road in that location, as Kessler and Mr. Gale's proposal would supply the access. He also wanted a continuance of this application in order for the residents to see all the data, including the alternative Mr. Gale had described.

Mr. Travis Roof gave his address 301 NW View High Drive, immediately north of the proposed apartment complex. He did not oppose the rezoning or the apartments but did have some concerns about Kessler as a collector in relation to the original plan. Mr. Roof illustrated his remarks with images of the various plans. In 2006 the City had done a study for the thoroughfare master plan. It showed Kessler tying in with 109th Street. The Comprehensive Plan showed the same thing. Mr. Roof then displayed a drawing of the City's concept plan for future connections and the overall road network, noting that the City Council had seen this in January. He requested to have Kessler extend to the property line. The Access Management Code (6.3C-D) stated that *proposed streets should extend to the boundary lines of the proposed development*. View High was a western gateway to Lee's Summit, and that made this being a quality development all the more important.

Mr. Schlicht addressed some of the concerns raised. He emphasized that this plan was at the concept level. Neighbors often saw such plans and felt as if they were already completed. The applicants were willing to work with them as they went along. He understood their frustrations in terms of the timing of how and when they learned about the project; however, the City did not require a neighborhood meeting and the applicants had held two. More information could have been given at the first meeting. It was a team decision that the apartment complex had more

information and that would be their focus. Mr. Gale had called after that meeting and told them that this was not the case: the neighbors were more concerned with the concept plan as a whole and what it meant. The team had then graciously set up another meeting; and they had wanted to set it up as quickly as possible; so they'd had very little time between the two meetings. He asserted that the developer was willing to continue to work with the residents, and the next step would be the more detailed preliminary development plan. They would hold another neighborhood meeting at that time, and another public hearing would be scheduled.

Mr. Schlicht emphasized that topography was a major factor on this particular site. They had been discussing this project for a long time, including the route the road would take. Kessler had been fairly simple: they knew where it needed to go. This east-west road, on the other hand, was constrained by topography and while it was true that it could be routed elsewhere, there was a very steep dropoff to contend with. If the road was moved over, they would be putting up the senior living center directly adjacent to the residents' property lines. This might take the form of several one- or two-story buildings. Their intent in proposing this alignment was to create a buffer, with a distance of about 140 feet. The alternate route suggested would also be more expensive to construct. Concerning grade, the applicants planned to build a 3-foot to 6-foot berm with landscaping on both sides. Most of the residential lots nearby were not level with their back property lines and the berm would be much higher than the back of their yards; so it could be a visual block and also look attractive. The road beyond it would probably be on a grade at or lower than that of Roosevelt Road.

Concerning the remarks about the senior living center being three stories, Mr. Schlicht stated that it was shown that way on the concept plan but his intent had been to notify the neighbors that a multi-story building could be there rather than the one- or two-story buildings seen at John Knox Village. After discussing this possibility, it was more likely that the larger structure would be on the other side of the loop, at a lower elevation and closer to the lake. The reason for that road being there was that the access had been requested by City staff. The City traffic engineer had specified that Kessler had to make a connection, and traffic did dictate that a connection was necessary. However, staff had not specified any particular point and Mr. Gale had alternate suggestions about moving the road over. He was confident that they could work out a route and connection point that would work. The only roads that would be 'locked in' and could not be changed were the westernmost part of Kessler, where it took a 90-degree turn to the west, and the lower part of the road being discussed.

Chairperson Norbury then asked if the Commission had questions for the applicant or staff.

Chairperson Norbury asked what was the end point of what was required to be built, assuming that the PDP would be approved. Mr. Schlicht pointed out the lower intersection of the loop the east-west road made, which was at the edge of their property line. From that point on, it went straight down to View High with a right-in-right-out access.

Mr. Delibero asked for an explanation of how 109th Street would connect in the future, and how it would connect with this project or with Winterset. Mr. Schlicht displayed an aerial view and explained that 109th and View High was identified as a signal intersection, with an eastbound lane. The church was currently building a road about 300 feet east of View High; and could connect and continue down to the south. Some of the early plans had shown connectivity at the back of Mr. Roof's property, coming from the future Winterset development. However, a large

ravine made a connection at that point potentially costly, and unlikely. The topography in that whole area was often challenging and led to special cases.

Mr. Delibero commented that it seemed the proposed development had only two points of access, one off View High and off 3rd Street. Mr. Schlicht pointed out a full View High access at Kessler and a right-in-right-out at the proposed east-west connection road. A third access point to the south might go in, depending on the nature of the development there. On 3rd Street, there might be a right-in-right-out access, with a full access point at Kessler, for a total of five possible access points. Mr. Schlicht added that there was a back entrance to Winterset; but it was assumed that traffic on it would be minimal.

Ms. Roberts noted Mr. Gonzalez' remark that the road could be regraded but that would increase the cost. She remarked that regrading was extremely expensive; but that would not be the only problem. Regrading for the road, and thereby changing the topography, would have a direct impact on the nearby residents and their homes; since the stormwater would have to go somewhere. It would also have the effect of destroying chances for tree conservation in the area. This space was very close to a residential area that was already developed and a grade change in a situation like that could be very destructive. Mr. Schlicht pointed out the part of the development closest to the basin and noted that they'd had to use considerable fill just to make the ground buildable. The plans for buildings would have to work with that grade; and the same applied to the parts with commercial development and the senior living center.

Concerning the location of the senior living center, Ms. Roberts remarked that she had grown up with part of John Knox Village on the other side, and seniors were generally very good neighbors. She asked if the applicants would consider alternatives to the living center location when working with the neighbors, and Mr. Schlicht believed that they would. He noted that if the road was shifted and the living center took the form of several single-story structures, they would not be able to have driveways accessing a collector roadway. That would mean installing a parking lot, or parking lots, and these meant more lights. They would likely be discussing this at the next meeting, since the senior living center would probably be the first PDP they would bring forward.

Mr. DeMoro asked if the berm described as an earthen berm with trees and a fence on both sides. Mr. Schlicht when Mr. Gale had developed those lots, the houses were put at a lower elevation. As the land sloped up, it developed an earthen berm that was there now. Electrical and secondary utilities had placed their pedestals there. Their plan was to take their road grade back down to create an earthen berm. A high-impact screening would go in for that 20 feet, with a fence and landscaping on both sides. He hoped that the applicant and neighbors would cooperate in agreeing how to develop the screening. For example, the neighbors had indicated a preference for something other than a vinyl fence. Mr. Gale had started an earthen berm on Winterset and what he was describing would re-create it on the new project's side for, with substantial high-impact screening as a result. Mr. DeMoro remarked that eventually the fence might not be visible if the trees had matured.

Chairperson Norbury noted a concern raised about the speeds on the proposed collector road. When they brought in a preliminary development plan, he would be interested to see what kind of features, such as roundabouts and street trees, would be employed to minimize speeding.

Mr. Dennis Sondgeroth, of 158 Roosevelt Ridge Drive, stated that the berm end which Mr. Schlicht had mentioned had no utilities other than an AT&T cable. He noted that at least one of his neighbors' properties would slope down to a berm so it would have to be a few feet higher at some points. Concerning the discussion about regrading, he said that the road had 150 to 200 feet before it started dropping off so he did not think regrading would be necessary to reroute it. He also wanted an explanation as to why this road was needed, since Winterset Valley already had three entrance and exit points and it appeared that this was the road's only destination. Mr. Park stated that the road was needed as part of a well-planned road network. It had previously been presented in various preliminary plats and concept plans. This version would serve Winterset Valley itself but also the project area. It was necessary for residents and other users to access the main roads, including the residents of the senior living facility. Public safety required that a development of this size and density have more than one way in and out. The specific location of the road could be up for discussion. He added that Winterset Valley did have access to 3rd Street but there was no access to any other street. A well-planned subdivision needed to have access in more than one direction.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 6:20 p.m. and asked for discussion among the Commission members.

Chairperson Norbury stated that he understood the residents' concerns. He reminded them that this was the first of many development plans for this project that would come before the Commission. In addition, the Planning Commission was a recommending body, meaning that it would make a recommendation for approval or denial. The application would then go to the City Council for a hearing. They would have a second opportunity at that time to raise their concerns. They would also have the opportunity to work with the applicant at subsequent neighborhood meetings. This is one of the many applications the Commission had seen that involved different uses adjacent to each other; and the City's Unified Development Ordinance had specific requirements for buffering and screening, especially when residential uses were involved. The Commission paid special attention to buffers as well as lighting and heights and designs of buildings. The drawings they had seen were basically an educated guess at this point.

Mr. DeMoro thanked the public for attending and giving feedback. He reminded them that a conceptual development plan would not ever replace a preliminary development plan, and there would be very extensive discussion on this piece of property. Tonight's plan being conceptual was the reason for staff only citing two Recommendation Items. Moreover, it had been his experience with the parties involved was that they were very open to discussions with the community.

Hearing no further discussion, Chairperson Norbury called for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2016-145, Rezoning from R-1 to PMIX and Conceptual Development Plan: Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions, LLC, applicant subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2. Mr. Funk seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2016-145, Rezoning from R-1 to PMIX and Conceptual Development Plan: Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions, LLC, applicant subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

<p>4. Application #PL2016-146 - PRELIMINARY DEVELOPMENT PLAN - Village at View High Apartments, generally located at the northeast corner of SW View High Dr. and SW 3rd St.; Archview Properties, LLC, applicant</p>
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Chairperson Norbury opened the hearing at 6:25 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Jim Thomas, of Cityscape Residential, gave his address as 8335 Keystone Crossing, Ste. 220, in Indianapolis, Indiana. He stated that he had given this presentation to the neighbors when he had met with them. Mr. Thomas had been involved in the developments of Summit Ridge and the first phase of New Longview. He displayed representative views, both exterior and interior, of Cityscape's Residences at Prairiefire and Greenwood Reserve (Olathe) including common areas and amenities. The buildings at Prairiefire were taller than what he was proposing tonight; but the quality was the same. These were at the high end of the market, with typical rents for Lee's Summit being a little under \$1,000 for a one-bedroom unit, \$1,100 for a two-bedroom unit and \$1,300-\$1,400 for larger units.

Mr. Thomas displayed an aerial view of the proposed project, noting that on this drawing north was to the left. Another slide showed the conceptual plan with the Village highlighted on the northwest side. A more detailed view showed the layout. Mr. Thomas pointed out that the grade went sharply down from the west (bottom of the map) to east. The buildings were basically doubling as retaining walls. They were two stories on the uphill side and three on the downhill side. The apartments would have access to Kessler Road as well as the proposed 'Village Park Drive' at the southeast corner. Other drawings of the typical sides of an uphill building (two stories) and downhill building (three stories). The drawings showed garages on the ground floors, and Mr. Thomas remarked that garages were plentiful in the plan. This was a market decision he had made based on other two-car projects.

Mr. Thomas displayed a photo of the Long mansion at New Longview, stating that he had used this as a model for colors and materials. He then displayed samples of these materials, followed by color slides of how these materials would look on the buildings.

Chairperson Norbury asked Mr. Thomas if the applicants agreed with staff's five Recommendation Items. Mr. Kirk Petersen of the Polsinelli law firm gave his address as 900 W. 48th Place in Kansas City, MO. He clarified that they had one request for a modification. The northwest corner of the apartments included stand of mature trees and they had wanted to

retain as many of these as possible. This was the reference to a requested modification in Recommendation Item 1. Mr. Petersen then referred the Commissioners to the Traffic Impact Analysis, specifically the six recommendations on the last page. They were asking for a modification to the first one, concerning improvements to surrounding roads. Mr. Thomas related that View High Drive accessed both Chipman and 109th Streets from within the property. These were both east-west thoroughfares, and the City of Kansas City, Missouri, which had jurisdiction on those stretches, preferred that both these intersections have traffic signals. However, this particular project would have very little traffic impact on those particular intersections. He requested that staff, as well as the developers who worked with the City of Kansas City, see if this condition could be severed from their getting a Certificate of Occupancy.

Concerning conditions 5 and 6, both were concerned with conditions that, again, had nothing to do with this multi-family project. He asked that these components be removed as conditions pertaining to this project and its Certificate of Occupancy.

Following this presentation, Chairperson Norbury asked for staff comments.

Ms. Thompson entered Exhibit (A), list of exhibits 1-15 into the record. She related that this project was a 312-unit apartment development on 21 acres. Apartments were shown as part of the conceptual plan for the Village at View High development. Staff considered this development appropriate for the site and consistent with the long-term plan for commercial mixed-use development.

Staff recommended approval, subject to the five Recommendation Items. Item 1, which Mr. Thomas had referenced, recommended a modification to the high-impact buffer requirement along the northern boundary. The applicants could submit a tree preservation plan at the final development plan stage, and a high-impact buffer could be added if necessary should they have to remove any of the trees. Item 2 was a standard requirement that the development be consistent with the preliminary development plan the applicant had submitted on September 16, 2016. Item 3 required development standards to be consistent with those shown on the plan. Item 4 required the applicant to execute a development agreement with the City, and listed the minimum requirements. This had to be done before any building permit could be issued *except where the timing of improvements [is] specifically noted in the description of condition*. Item 5 required the project to be *subject to the recommendations of the Transportation Impact Analysis report dated September 22, 2016*.

Following Ms. Thompson's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application.

Mr. Travis Roof gave his address as 301 View High and stated that he did not oppose the apartments. His concern was with the collector street's alignment. Concerning the mature tree stand, he suggested that a certified arborist identify any dead or diseased trees for removal, filling the gaps with landscaping.

Chairperson Norbury then asked if the Commission had questions for the applicant or staff.

Chairperson Norbury asked staff if the letter as presented tonight provided enough flexibility concerning the stand of trees. Ms. Thompson answered that it did. Chairperson Norbury then asked Mr. Petersen if he had any concerns about the wording of Recommendation Item 1 being

insufficient in some way. Mr. Petersen answered that he did not. The concern was the fact that due to some grading issues they might have to remove some of the trees.

Referring to Mr. Petersen's request for modifications to the six Traffic Impact Analysis conditions, Chairperson Norbury noted that the recommendations appeared to be the same as in the TIA for the rezoning and conceptual plan. Mr. Park acknowledged that the TIA was for the whole concept plan, and had specified what the improvements needed to be to accommodate the full development. A condition of approval was that they update or modify that traffic study in terms of whatever was proposed at the time that the concept plan was expanded to a preliminary development plan. However, it had also specified improvements for this first phase.

Chairperson Norbury asked if those six conditions were specifically tied to this application, and Mr. Park replied that they were. Conditions 5 and 6 were tied to the roadway connection of Kessler to this preliminary development plan; and these conditions were timed such that if they did not make that connection they would not have to make the improvements. It was not currently in their PDP. This was beyond the control of City staff, since the connection was something the master developer could do at any point in time. If that occurred, the roadway was then serving the apartments and the turn lanes would be required in accordance with the Access Management Code.

Mr. Park continued that condition 1, which addressed traffic signal installation, was Kansas City's purview. The City of Kansas City had not yet determined what improvements they would require; and they held approvals of permits. This item was there to put on record that Kansas City might add conditions, and they would be tied to the timing of construction in Lee's Summit. It could also waive those conditions but this item made it clear that there may be improvements and that Kansas City held all conditions with regard to those improvements. Chairperson Norbury asked if there was anything in the conditions that would prevent the applicants from building, subject to Kansas City's approvals. Mr. Park answered that there was not, adding that staff was willing to work with both the applicant and the City of Kansas City through the review process. Recently the Commission had heard a similar application that involved both MoDOT and Kansas City regarding the interchange of View High and I-470. The same types of conditions were listed.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 6:50 p.m. and asked for discussion among the Commission members, or for a motion.

Hearing no further discussion, Chairperson Norbury called for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2016-146, Preliminary Development Plan: Village at View High Apartments, generally located at the northeast corner of SW View High Dr. and SW 3rd St.; Archview Properties, LLC, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 through 5. Mr. DeMoro seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Delibero, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2016-146, Preliminary Development Plan: Village at View High Apartments, generally located at the northeast corner of SW View High Dr. and SW 3rd St.; Archview Properties, LLC, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 through 5.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

Mr. Soto noted that the preliminary plat application for this project was at the end of the agenda, and suggested that it be moved up. As this would involve amending the agenda, Chairperson Norbury asked if anyone wanted to make a motion.

Mr. Delibero made a motion to amend the agenda to move Item 8, Application PL2016-147, Preliminary Plat: Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street for the proposed ; Engineering Solutions LLC, applicant, to immediately follow Item 4, Application PL2016-146. Ms. Roberts seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. Delibero, seconded by Ms. Roberts,, the Planning Commission members voted unanimously by voice vote to move Item 8 on the agenda to immediately follow Item 4.

OTHER AGENDA ITEMS

<p>8. Application #PL2016-147 - PRELIMINARY PLAT - Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions LLC, applicant</p>
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Chairperson Norbury opened the hearing at 6:55 p.m.

Mr. Matt Schlicht of Engineering Solutions gave his address as 50 SE 30th Street in Lee's Summit. The plat created five lots, although the drawing showed four, which was an error. Lot 1 was for the apartment project and Lot 2 was for the senior living facility. Lots 3, 4 and 5 were associated with future commercial development. Mr. Schlicht agreed with staff's Recommendation Items.

Mr. Soto confirmed that this application was tied to the conceptual plan discussed earlier, and that the preliminary plat application was for five lots plus a detention tract at the north end.

Chairperson Norbury then asked if the Commission had questions for the applicant or staff. Hearing none, he called for a motion.

Mr. Delibero offered to make a motion, and Chairperson Norbury noted that the motion should be for approval or denial, not a recommendation.

Mr. Delibero made a motion to approve Application PL2016-147, Preliminary Plat: Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions LLC, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2. Mr. DeMoro seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. Delibero, seconded by Mr. DeMoro the Planning Commission members voted unanimously by voice vote to **APPROVE** Application PL2016-147, Preliminary Plat: Village at View High, approximately 74 acres located at the northeast corner of SW View High Drive and SW 3rd Street; Engineering Solutions LLC, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2.

Chairperson Norbury announced a break at 6:55 p.m. The meeting reconvened at 7:08 p.m.

PUBLIC HEARINGS

5. Application #PL2016-149 - REZONING from AG and CP-1 to PMIX and PRELIMINARY DEVELOPMENT PLAN - The Residences at Echelon, approximately 24 acres located at the northwest corner of SW M-150 Hwy. and SW Hollywood Dr.; Engineering Solutions, applicant

Chairperson Norbury opened the hearing at 7:08 p.m. He announced that one of the Commissioners (Mr. Delibero) had recused himself from the discussion. He and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Christine Bushyhead, of Bushyhead LLC, gave her address as 315 SE Main in Lee's Summit. She was speaking on behalf of Engineering Solutions, which was representing the developer, Summit Custom Homes Inc. The project team also included TranSystems and NSPJ Architects. Mr. Jeff Wilkie of TranSystems was present at the hearing, as were Mr. Clint Evans and Mr. Brick Owens of NSPJ. Ms. Bushyhead's presentation would focus specifically on land use, design and engineering.

The property was in the M-150 Corridor and was subject to its requirements. Of the property's 24 acres, the apartment development would take up 11.15 acres. On staff's recommendation, the applicants had requested PMIX, which was allowed in the M-150 corridor if the standards were followed. Both the Comprehensive Plan and the Lee's Summit M-150 Sustainable Corridor vision and framework plan, which was part of the Comprehensive Plan, provided guidance on what kind of development this area should have. The applicants considered this project to be compatible with these documents. The M-150 corridor consisted of about 4,300 acres along a 3.8-mile stretch of Missouri route 150.

The regulatory framework proposed in the Comprehensive Plan had flexible standards and clear objectives for sustainable development approaches. This project was consistent with that; although they would be asking for some flexibility, especially concerning density. Page 4 of the Comprehensive Plan, addressing the vision and framework of the M-150 Corridor, stated that *"There is an anticipated 860 rental units that would ultimately develop in this plan area, as well*

as an additional 3,290 for sale housing units.” Ms. Bushyhead believed that this planned element had to have a place for 'renter by choice' product, which could pertain to both seniors and millennials. That was a major part of this application; and both seniors and millennials were large demographic groups.

In that context, this application was certainly consistent with the objectives associated with the plan for, and objectives of, the M-150 Corridor. The vision, goals and guiding principles of the Comprehensive Plan were to have a strong, stable economy, with employment and retail services playing a part; a healthy environment and support of pedestrians, protecting the Corridor's natural resources including watersheds and streams and generally supporting best management practices. The 'livable community' goal was to have *high quality, long-lasting development with unique and varied character that is distinctly different from that of other corridors in the city and region.*

This project offered unique characteristics not seen elsewhere in Lee's Summit. While density residential neighborhoods were emphasized in the plan, it did also call for establishing new neighborhoods on a compatible scale as transitions between the established neighborhoods and the newer mixed-use centers. This project could function as that kind of neighborhood buffer. Accordingly, the applicants were requesting a zoning change from AG and CP-1 to PMIX. This would be consistent with the visions and goals of the M-150 Corridor plan. Additionally, many of the uses near this property were not residential but institutional; namely the Aldergate Methodist Church, and the nearby schools.

Sustainability was an important part of the picture and had been thoroughly discussed and evaluated by the Planning Commission at the time that these district regulations went in. This project had earned 312 points pertaining to sustainability, well above the 300 points required. The property would require only minor platting, which could be administratively approved by staff. They did need to shift some lot lines and provide for relocating Cheddington Drive.

Ms. Bushyhead displayed a slide showing the general layout and the site amenities. The units would have detached garages, similar to those used at Summit Ridge. Other slides showed community amenities such as a fitness center, swimming pool, walking trails and pet-friendly areas. The architecture was the “modern design per City of Lee's Summit direction” with oversized terraces, large windows with shading components and masonry exteriors with some stone and stucco panels. Slides of interiors showed kitchen appliance packages, washer and dryer connections, individual water heaters and sprinkler systems for fire-related emergencies. Other rooms shown including bedrooms and bathrooms, also had state-of-the-art features.

Ms. Bushyhead then displayed a slide of the preliminary development plan and stated that the applicant agreed with staff's report including Recommendation Items 1 through 4. They did have an issue with Public Works' Code and Ordinance Requirements (page 5). The issue was with comment 7: *The sanitary sewer shall be extended to the northwest corner of the plat boundary as required by UDO Section 16.400.* They did not believe that UDO Section 16.400 applied, since the project would not involve the submission or approval of a final plat. They were only minor platting, which would not trigger that requirement. The extension of utilities was to accommodate future development with full plats. This project was more in the nature of an infill redevelopment.

Additionally, Section 16.400 did cite an exception, stating that it would suffice *if the adjacent property can be served by future sewer extensions or dedicated right-of-way*. Both dedicated rights-of-way and dedicated easements were available via property to the north. On its face, Section 16.400 was a constitutional land use requirement; however, the applicants believed it was an unreasonable burden on an applicant to apply this to an infill redevelopment project. In this case, the design would have to change if they had to do additional sewer improvements. They would have to work with both the neighboring bank and church and have to coordinate it through the entire construction process.

Mr. Matt Schlicht of Engineering Solutions gave his address as 50 SE 30th Street in Lee's Summit. He remarked that item 14 in Code and Ordinance Requirements referred to the final plat. This was an error that they had discussed today, and a minor plat would be required before a building permit was issued.

Mr. Schlicht gave some history of the property. On the displayed plan he pointed out the Arvest Bank in the southwest corner and the platted lot of the Aldersgate Church immediately to the north. Most of the tract consisted of two large lots. Cheddington Drive, at the south end, would be extended and become a public roadway to the north property line. They would create an east-west dividing line to separate the church from the apartment project.

The applicants had a neighborhood meeting, with residents of all the surrounding subdivisions invited; and stormwater had been a major subject. Many of those attending were from Raintree; and the Raintree Property Owners Association was very concerned about stormwater issues in particular. Displaying an aerial view, Mr. Schlicht explained that the red line indicated the drainage channel of the Raintree watershed. This was an open channel that drained behind the fire station and went past the elementary and middle schools. The middle school had a series of detention facilities around the east and north sides of their property. The channel helped reduce the downstream impact on the downstream watershed. All 24 acres of the subject property were included in the 133 acres that drained down that open channel. The existing church and bank both had open-air detention facilities that would be maintained. The Cheddington Drive improvements would include improving and regrading as well as replacing some piping, which had been installed in the late 1990s.

Displaying the PDP, Mr. Schlicht pointed out a large center space that would be a BMP retention facility. It would be designed and used as an amenity in this open space. It would have walkable paths around the exterior, with stone landscaping and a fountain in the middle. The water would drain from this site into the school district's detention facility. That would increase the time of discharge in an upper portion of the watershed and limit how quickly it made its way down to the upper part of Raintree Lake. Raintree had some existing sediment traps had been blown out by increasing water flow; and Mr. Schlicht believed that this detention-retention facility would be helpful in slowing the water down.

Following this presentation, Chairperson Norbury asked for staff comments.

Ms. Stanton entered Exhibit (A), list of exhibits 1-16 into the record. She stated that this application was primarily for the 11.15 acres that would require replatting to adjust the property lines. There would be 8 apartment buildings, some with 3 stories and some split with 3 stories on the upper side and 4 on the opposite, lower side and garages on the lowest story. Materials

would be stone, Hardie panels and Hardie lap siding. Staff recommended approval, subject to their September 23, 2016 letter including Recommendation Items 1 through 4:

- (1) *"A modification shall be granted to the maximum allowed wattage for parking lot lighting, Section 7.250.G.1, to allow for a maximum wattage of 204 per the Photometric Site Plan date stamped September 6, 2016.*
- (2) *All light fixtures shall be LED.*
- (3) *Development standards including density, lot area, setbacks, shall be as shown on the Preliminary Development Plans date stamped September 6, 16 and 20, 2016.*
- (4) *Unless otherwise waived by MoDOT, the existing yield sign at the intersection of M-150 Highway and SW Hollywood Drive should be changed to a stop sign and such sign shall be visible to southbound traffic on SW Hollywood Drive with any sight conflict mitigated.*

Following Ms. Stanton's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application.

Mr. Paul Landis gave his address as 825 SW Raintree Drive and stated that he was the Community Development liaison for the Raintree Lake Property Owners Association. He had been authorized to speak on their behalf. Raintree Lake had 2,053 residences, and water was their primary 'enemy.' He pointed out an open area in the southeast part of the lot as a particular trouble spot. It had a field drain that would directed the water southwest across the parking lot to the secondary detention facility. This was essentially a shortcut. Currently, a ridge ran along the development's east-west line and the water coming down the hill flowed to the northwest. The detention piped the water down to a storm sewer that went directly into Raintree Lake at Hidden Cove. The silt in Hidden Cove had been cleaned out twice in the last 20 years. Altogether Raintree spent \$56,000 a year on mitigating siltation.

Mr. Landis was disappointed that staff did not really address the zoning. The M-150 CDO had said that it should have the *same overall density that would be required for the base zoning district* and that the *PMIX district shall not be used to vary any of the design or development standards*. Mr. Landis asserted that the base zoning was not PMIX but either residential small scale or commercial and civic uses. The bank and church and some of the existing residences fit that description. The land had earlier been planned for commercial and offices. Mr. Landis displayed a chart showing 46% residential and 53% non-residential use and he stated that this did not fit. The project's density was 243 units, for an average 21.79 units per acre.

Mr. Landis asserted that this development was not really PMIX. The southern half of the property included detention that was already in place so they were not planning anything there. The development itself was basically a change from AG to R-4 zoning and disguising it by calling it a PMIX. Apartments were permitted in both those types of zoning, but the maximum was 12 units per acre.

The buildings themselves were 10 units per floor, 5 units on both sides. The CDO specified 8 as the maximum number of units per floor. One goal in designing apartment buildings was to avoid making them look like huge structures. The applicant had partially done that. Stepping back the third floor was a way to minimize visual impact, but what they had done was clip the corners and do odd rooflines. Mr. Landis stated that Raintree had been there since 1973 and it

had more than its share of such rooflines. He did not think the vertical articulation was very good. He also observed that there appeared to be only two models for the buildings and they did not have distinct building designs or variations in length of 30% or more. They were all the same length and the footprints of all the buildings were about the same.

He also saw a parking problem. Out of a total of 441 spaces, 227 were assigned as private. The carport and garage spaces were not necessarily assigned, as people would have to pay extra for them. They were not accessible to visitors, and people who did not want to rent one would have to struggle to find a place to park. This was likely to spill over into the church's parking lot and on nearby streets. Mr. Landis summarized that there was a slight problem with the water, a big problem with the zoning, the use was not consistent with the zoning, the density was double what it should be, the buildings were not in line with the CDO and the parking did not fit. The Raintree Homeowners Association was not supporting the project and did not think it complied with the M-150 Corridor district requirements.

Mr. Joe Lawson gave his address as SW 4242 Clipper Court in Raintree. He had been there for 23 years. He agreed with Mr. Landis' comments. He asked the Commission to postpone the rezoning until the Walmart opened. All the traffic and water studies were just theory at present, and he wanted to see how the day-to-day operation would work; and understand what impact it would have, before doing any more development north of Raintree.

Mr. Ken Gillespie gave his address as 1105 N. Pendley in Albany, MO. He was co-owner of the 10-acre property adjacent to this development, at Hollywood Drive and Cambridge Crossing. He had only a small drawing and wanted some time to look at this in more detail, to see how the project would impact his property.

Chairperson Norbury then asked if the Commission had questions for the applicant or staff.

Ms. Roberts asked the applicant to address some of Mr. Landis' concerns. Ms. Bushyhead summarized that Mr. Landis' concerns centered on zoning, architecture and parking ratios. Stormwater did not seem to be the overriding issue, but Mr. Schlicht could address that. She emphasized that it was essentially an infill project in that it was not being built from ground up. A look at the ratio of commercial and residential uses, the church had actually been classified as a commercial use. She did not believe this to be very fair, as a church use was allowed in any zoning classification so it was actually a neutral factor. When that was removed, the percentages were what they should be.

One of the key pieces to the zoning and the M-150 corridor goals was the idea of having a mixture of uses. That was the best choice for achieving walkability and for the 'rooftops' that would support future economic development. Without that kind of density, the buildout of projects like Arborwalk would not be possible. The applicants were aware of the high density; however, they had discussed it with staff; and were in agreement that this PMIX application that would assist in the in the infill redevelopment of an existing configuration that was already in place. They were trying to meet the spirit of the ordinance, and their sustainability score should not be overlooked. Ms. Bushyhead recalled that the discussions of the standards and sustainability goals were as lengthy and detailed as the discussions about land use while the corridor plan was being put together. The total slope of this

Mr. Brick Owens, principal and landscape architect with NSPJ, displayed a color rendering of the site plan, remarking that his job included working with a piece of ground to see how it could support sustainability. The land sloped a total of 30 feet, and he had used the buildings themselves to take up 20 feet of the grade and leave 10 feet of grade between the buildings. That area was fairly level and should be usable. The smaller ends of the buildings were facing Raintree and M-150 to the south. Mr. Owens stated that a goal had been to create a sense of self-sufficient place that had all the amenities residents needed. The buildings are actually angled to create different spaces between them.

NSPJ had designed about 3,000 apartments in the metropolitan area over the past three years. They had seen a lot of trends, including a preference for garages, with carports not always being desirable. The buildings were designed with garages underneath in order to maximize the open space and keep the use of asphalt down. In this project, almost all the units would have their own garages. Over the years people had used various standards to determine how many garages a development could have; but the one that seemed to work best was 1.75 cars per unit to allow for enough visitor parking. They were confident about their parking numbers, based on their professional experience.

Mr. Clint Evans, architect for the project, gave his address as 4731 Mercier in Kansas City, MO. He acknowledged that the facades definitely had a modern look. They were using all masonry construction, in the interest of highest durability and long-term maintenance as well as an attractive appearance. Windows were larger than typical and had varied configurations, and the buildings had highly contextual, dimensional facades. These elements gave them visual interest that did not always show up well in flat drawings. All corridors were interior. Four of the 8 buildings plus the clubhouse had community storm shelters. NSPJ was pleased to bring not only architectural quality but also something different and unique to this project.

Concerning the stormwater situation, Mr. Schlicht explained that the storm inlet was an existing one that the church had installed. It extended well into the building site. They were relocating it a little to the east and once the regrading was done, most of the drainage would be the current drainage behind the church. The amount of drainage on the project site would be considerably reduced. They would also be utilizing a drainage swale in back. Concerning traffic, the applicants had a traffic study done and both MoDOT and the City Traffic Engineer had approved the stormwater plan. Regarding Mr. Gillespie, who co-owned a neighboring property, Mr. Schlicht explained that they had contacted the property owner on the tax records, who was Mr. Gillespie's former wife.

Regarding the zoning districts, Chairperson Norbury had some concern about the amount of PMIX that was used recently. He understood that the City encouraged mixed uses and the Commission also did; as well as trying to look at projects in a more holistic way rather than considering each separately. Most of the zoning code had not caught up with that. However, the City had gone through a lengthy process with the M-150 Corridor plan and the overlay districts, much of which many people at Raintree had opposed although they now used it to their advantage. These were often used specifically to create situations where there was mixed use, and guidelines were put in place for it. However, they were talking about a rezoning and a change in use, whether it was called infill/redevelopment or a new project. People were using PMIX rather than the CDO classifications the City had and he did have some concern about that.

Ms. Bushyhead stated that in the pre-application meetings, this was the recommended zoning for the application. In moving forward they had believed that density was not an issue. The code's discussion of design standards for multi-family development (pp. 48-53) addressed aspects like common spaces, through access drives and pedestrian-scale lighting. It had a wealth of suggestions about designs in a larger context, such as the number of buildings. They had taken all this into consideration with the design.

Mr. Schlicht summarized that three projects had been done for the M-150 corridor and Engineering Solutions had been involved in all three. They all had unique characteristics. In the commercial development next to the Price Chopper, the developer had told them he could not meet the point goal under the existing system, especially in terms of costs. The City had granted a 20% reduction. Journey Church was the next, and the M-150 overlay had not anticipated a church to take up 10 acres so rules had to be bent again to make it work. The third and current project was being called a redevelopment for a purpose.

The site's situation was that the church on the property was using 13 acres of a parcel on M-150, where the City was trying to promote walkability, sustainability, good use of land and compatible neighborhood use. A bank was next to the church, and a strip center was to the east, a Walmart to the northeast, a school to the west and future development on the north. The latter would most likely be more commercial and retail. So the site was essentially 12 acres stuck behind a church and east of a school, sitting down in a hole. When the subject of density came up, it was evident that this was a good location for a multi-family type development and meeting the overall M-150 code. Mr. Schlicht observed that in the City's comparison of densities, this project's density of 27.9 acres was equivalent to other multi-family projects in the Lee's Summit area. Densities in New Longview were close to that. In short, the PMIX was a reflection of it making more sense to factor in the bank and church than to impose multiple zoning districts for the property and then try to make them fit the M-150 standards. He added that despite the high density for the apartments, the site had a remarkable amount of green space.

Chairperson Norbury stated that he liked the project. However, the point of the M-150 Corridor overlay did advocate minimizing the use of PMIX to vary design or development standards, as Mr. Landis had pointed out. He acknowledged that an apartment complex tucked into this kind of property was a compatible use. However, that did not mean slapping just any label on the property. He wanted to make sure that the City and applicants had given proper consideration to the CDO overlay districts and if that had not happened that was a staff problem they needed to fix. He also wanted to pull the reins back on using PMIX on every project just because it was a little challenging. The church did not have to be rezoned since a church was acceptable in any zoning district and the commercial district was already a commercial district. The next project that came through would have a very high bar to clear. He was not sure he would want to vote for the rezoning tonight because he had not heard a good reason for not putting it in one of the available CDO categories. If staff had a good reason, he wanted to hear it.

Mr. Soto explained that staff's reasoning was that they were dealing with a portion of underutilized property on an existing site. Half of the tract had already been developed. Staff had felt that PMIX was the best fit because of the existing development surrounding a somewhat remnant piece of property. Chairperson Norbury remarked that at some point, Arvest Bank might move some time in the future and right now they were proposing to give it PMIX zoning. He asked what that could mean in terms of restrictions on redevelopment. Mr. Soto

replied that redevelopment of any part of that property would require a preliminary development plan. It was still within the CDO area so it would still be subject to all the design standards that were spelled out in Article 6 of the UDO.

Chairperson Norbury noted that the PMIX designation was tied very closely to the development plan; and asked if how PMIX zoning might impact the future development of the other part of the lot, or if a change of ownership of the bank might mean that only multi-family residential could go on that property. He wanted to know if the PMIX designation would allow the redevelopment of the non-residential parts of the 24 acres. Mr. Soto explained that tonight's plan called for the development only for the acreage on the north end. Whatever the existing uses were on the rest of the property, the plan only called for them to continue as they were now. Any redevelopment would require some planning.

Ms. Roberts asked for some input from staff about the buildings. Ms. Stanton related that they did not meet the size for the CDO district but they were being rezoned to PMIX, not a CDO designation. This was an in-between situation in that they were meeting the CDO sustainability menu options but were not proposing to meet the same design criteria.

Chairperson Norbury then noted that the applicant had objected to including Public Works items 7 and 14, which addressed sanitary sewer issues. He asked staff for an explanation.

Mr. Monter stated that whether or not Section 16.400 was referenced, staff did believe that the section did apply which they had on page 5. He read the wording of the section, which stated that *sanitary sewers shall be extended to a subdivision boundary line to serve adjacent property*. Item 7 was referencing a UDO requirement and did not necessarily refer to whether a property had a minor plat or final plat. It was more a planning aspect. A sanitary sewer manhole was at the southern edge and if the property was developed, it could be a burden to the undeveloped property to the north to get sewer infrastructure. It might require the owner to go on someone else's property to get an easement. Staff's position was that the sewer had been extended to this undeveloped piece of property for the user to connect to; and from a planning point of view, that user should then extend it to be available to the next property. Staff believed that the sanitary sewer should be extended, both from a master planning standpoint and the perspective of this UDO section.

Chairperson Norbury noted that item 14 mentioned a final plat, and the applicants had indicated there would not be one. Mr. Monter answered that with four lots or less, the property could be minor platted. If public infrastructure was required as part of a platting process, they would need to do a final plat. That was based on his understanding of the UDO requirement. He added that a minor plat was a form of final plat. Item 14 would be accurate if, from a planning standpoint, the sanitary sewer would have to be extended. If the applicant did not have to extend the public infrastructure to the property to the north, then some applicant in the future would have to find some means to hook up with a public sanitary sewer.

Ms. Sheri Wells stated that Legal considered Section 16.400 would apply and the applicants would need to extend the sanitary sewer,

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 8:15 p.m. and asked for discussion among the Commission members.

Chairperson Norbury acknowledged that the M-150 corridor was, in a sense, an experiment. This was the first the Commission had seen an application there that involved a zoning change. He believed this was a good experiment but it was full of challenges, obstacles and gray areas. They had made a number of adjustments but he did not want to see this again and again. There needed to be a clear explanation.

Ms. Roberts observed that staff's reports and the other material the Commissioners got were very helpful – until they heard an application involving M-150. None of the issues they were discussing had been referenced in staff's report, including any guidelines about how the buildings should look and what size they should be. She did not feel that she had enough information to make a decision on this tonight. She could agree on the apartments getting a rezoning but was not sure about rezoning for the entire property for no apparent reason. The zoning made no difference to the church, and the bank's current zoning matched its use.

Chairperson Norbury stated that he liked this project and it did exactly what the City wanted to do according to every market study that had seen in recent years about a drastic need for more rental product. He also understood the Raintree residents' concerns. The water was always a concern, since Raintree was an especially sensitive watershed, but the applicants were being required to improve the situation and this was the general approach. He had also noted that every project in the M-150 corridor seemed to get strong opposition from the Raintree Homeowners Association. It was difficult to repeatedly hear “no” but never hear what might work for them. There would nevertheless, be more projects on M-150 and he advised the Association's board to have some discussions about what might work and be good for the area. It would encourage a more constructive dialogue. Nevertheless, he did share Ms. Roberts' concerns. He could approve the PMIX and PDP if the zoning was confined to the 11.15 acres. Ms. Bushyhead suggested that it would just take reducing the scope of the application to 11.15 acres.

Mr. DeMoro supported this change; however, he asked if the Commission was in agreement about the sanitary sewer requirement. Chairperson Norbury noted that this was something the Commission had “ done for almost every project it had heard. This was a preemptive requirement to ensure sanitary sewer access for future development. If there were objections, this could be dealt with in further conversations with staff, including Legal since it might involve statutory interpretation.

Hearing no further discussion, Chairperson Norbury called for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2016-149, Rezoning from AG and CP-1 to PMIX and Preliminary Development Plan: The Residences at Echelon, approximately 11.5 acres located at the northwest corner of SW M-150 Hwy. and SW Hollywood Dr.; Engineering Solutions, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 through 4. Mr. Rader seconded.

As Mr. DeMoro had erred in stating the acreage, Mr. Rader withdrew his second. Mr. DeMoro then restated the motion, identifying the property as approximately 11.15 acres. Mr. Rader seconded.

Ms. Wells pointed out that with the change, the zoning changed would now be “AG to PMIX” since the CP-2 part of the property was left out. Mr. Rader again withdrew his second.

Mr. DeMoro made a motion to recommend approval of Application PL2016-149, Rezoning from AG to PMIX and Preliminary Development Plan: The Residences at Echelon, approximately 11.15 acres located at the northwest corner of SW M-150 Hwy. and SW Hollywood Dr.; Engineering Solutions, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 through 4. Mr. Rader seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote of four “yes” and one “no” (Ms. Roberts) to recommend **APPROVAL** of Application PL2016-149, Rezoning from AG to PMIX and Preliminary Development Plan: The Residences at Echelon, approximately 11.15 acres located at the northwest corner of SW M-150 Hwy. and SW Hollywood Dr.; Engineering Solutions, applicant; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 through 4.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

6. Application #PL2016-153 - REZONING from RP-2 to RP-3 - 202 SW 3rd St; Harlen & Liesl Hays, applicants

Chairperson Norbury opened the hearing at 8:30 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Liesl Hays and Mr. Harlen Hays gave their address as 1320 NE Kenwood Drive in Lee's Summit. Ms. Hays stated that they wanted to open the first bed-and-breakfast business in Downtown Lee's Summit. They had discussed this concept with several Downtown business owners as well as Main Street and the Chamber of Commerce. Letters of support were included in the Commissioners' packets. These letters thoroughly covered the benefits of this kind of business Downtown. These advantages included historic preservation and supporting local businesses. Currently the property was zoned RP-2, which would require the owners to live on site. The Hays had a child as well as two large dogs, and this would not be practical. They were asking to change the zoning designation to RP-3, which would allow them to have an live-in, on-site manager.

Mr. Hays stated that the property at 202 SW 3rd Street was currently a residence with four bedrooms and four bathrooms. The size of the building would not change. They did plan to update the exterior parking area in order to have parking for each of the four bedrooms, one of which the manager would use. The home was built in 1889 and was an historic resource so they did not plan any other changes. They would comply with the City's requirements. He confirmed that the reason for the rezoning request was that the current zoning was for a “bed and breakfast homestay”, which would require them to live on site; and RP-3 zoning would allow a manager to do that as a “bed and breakfast inn.”

Following the Hays' presentation, Chairperson Norbury asked for staff comments.

Mr. Soto entered Exhibit (A), list of exhibits 1-23 into the record. The application was for rezoning of a single-family home, on a lot slightly over a quarter acre. It was at a prominent intersection on the west side of Downtown. This was a transition zone. Mr. Soto displayed a color-coded zoning map and pointed out the subject property. The residential stretch on the north side of 3rd Street from Jefferson west was zoned RP-2, with R-1 on the south side. The dominant land use was single-family residential on both sides of the street. Four different zoning designations were on this particular corner: RP-2, CP-2, TNZ and PO immediately east of the subject property. The rezoning would allow the house to continue as a residence with no significant changes but also be able to offer use of the property as a bed and breakfast inn. The City had the two classifications for bed and breakfast businesses that the Hays had described. The intensity of use would not change whether the property was RP-2 or RP-3. It would provide a good transition from the residential use to the west to the commercial uses to the east. If the applicants should cease to operate it as a bed and breakfast inn, the residential use could continue. There was a mix of uses around the corner. Staff supported the rezoning request.

Following Mr. Soto's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. Seeing none, he asked if the Commission had questions for the applicant or staff. As there were no questions, Chairperson Norbury closed the public hearing at 8:40 p.m. and asked for discussion among the Commission members, or for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2016-153, Rezoning from RP-2 to RP-3: 202 SW 3rd St; Harlen & Liesl Hays, applicants; subject to staff's letter of September 23, 2016. Mr. Rader seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2016-153, Rezoning from RP-2 to RP-3: 202 SW 3rd St; Harlen & Liesl Hays, applicants; subject to staff's letter of September 23, 2016.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

<p>7. Application #PL2016-154 - SPECIAL USE PERMIT for a bed & breakfast inn - The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants</p>
--

Chairperson Norbury opened the hearing at 8:41 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Liesl Hays and Mr. Harlen Hays gave their address as 1320 NE Kenwood Drive in Lee's Summit. Mr. Hays stated that they were asking for a Special Use Permit in order to operate a bed and breakfast inn at the referenced location. They would adhere to all the listed 16 SUP requirements. They planned to retain the property's character on the exterior of the house as

well as the interior. They would also adhere the UDO's requirements for a bed and breakfast inn. That would include having three rooms available and have adequate screened parking by a fence, with four parking spots including one that was ADA compliant.

Following the Hays' presentation, Chairperson Norbury asked for staff comments.

Mr. Soto entered Exhibit (A), list of exhibits 1-23 into the record. He stated that the applicants were willing to comply with all the SUP and UDO requirements for operating a bed and breakfast inn. Staff found the use compatible with the existing neighborhood and surrounding properties. Staff recommended approval, subject to Recommendation Items 1 and 2.

Following Mr. Soto's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. As there were none, he then asked if the Commission had questions for the applicant or staff.

Mr. Funk suggested that Mr. and Ms. Hays might introduce themselves to the Historic Preservation Commission. Ms. Hayes stated that they had met and were working with Ms. Kathy Smith; and she was working to ensure that they had all the information they needed for the historic property. She had not mentioned the Commission meetings but they were look into a visit.

Chairperson Norbury noted that Downtown Main Street had submitted a letter in support of the application.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 8:50 p.m. and asked for discussion among the Commission members.or for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2016-154, Special Use Permit for a bed & breakfast inn: The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2. Mr. Rader seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2016-154, Special Use Permit for a bed & breakfast inn: The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants; subject to staff's letter of September 23, 2016, specifically Recommendation Items 1 and 2.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

PUBLIC COMMENTS

There were no public comments at the meeting.

ROUNDTABLE

Mr. McKay announced that at the next meeting on October 11th the Commission would hear the application for the City-initiating rezoning to PMIX. This was for all the area around the new interchange at US 50 and M-291 including the Odessa site, Pine Tree shopping center, the Westcott property, all the businesses along Jefferson and 16th Street and Persels. The City had hosted two open houses to discuss it with the property owners and had a full room at the second meeting with some good comments.

Chairperson Norbury asked that applications for PMIX include, in the future, some commentary on what the PMIX designation was for.

ADJOURNMENT

There being no further business, Chairperson Norbury adjourned the meeting at 8:55 p.m.

PC 092716

City of Lee's Summit

Department of Planning & Codes Administration

September 23, 2016

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director *RM Fol RGM*
RE: **PUBLIC HEARING – Appl. #PL2016-154 – SPECIAL USE PERMIT for a bed & breakfast inn – The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants**

Commentary

The applicants request a special use permit to operate a bed & breakfast inn on property proposed to be zoned RP-3 located at 202 SW 3rd St. The property is developed with a 4-bedroom, 2-story single-family residence. Three (3) bedrooms will be available for guests. The fourth bedroom will serve as living quarters for the resident manager/employee. The owners of the bed & breakfast will not reside on the premises. The applicants request a 10 year time period for the special use permit. Staff supports the requested time period.

This application is associated with Appl. #PL2016-153 for the rezoning of the subject property from RP-2 to RP-3, also on this agenda.

Recommendation

Staff recommends **APPROVAL** of the special use permit, subject to the following:

1. The special use permit for the bed & breakfast inn is contingent on approval of Appl. #PL2016-153 for the rezoning of the subject property from RP-2 to RP-3.
2. The special use permit shall be granted for a period of 10 years.

Project Information

Proposed Use: bed & breakfast inn

Current Zoning: RP-2 (Planned Two-family Residential)

Proposed Zoning: RP-3 (Planned Residential Mixed Use)

Land Area: 0.28 acres (12,314 square feet)

Number of Lots: 1 lot

Location: 202 SW 3rd St; located on the north side of SW 3rd St, one lot west of the intersection of SW 3rd St and SW Jefferson St

Surrounding zoning and use:

North: RP-2 — single-family residences

South (across SW 3rd St): R-1 (Single-family Residential) — single-family residences; TNZ (Transitional Neighborhood Zone) – single-family residence

East (adjacent and across SW Jefferson St): PO (Planned Office) — office; TNZ, PMIX (Planned Mixed Use) and CP-2 (Planned Community Commercial) – office/commercial and vacant former U.S. Post Office branch

West: RP-2 — single-family residences

Background

- 1889 – The existing single-family residence was constructed.

Analysis of the Special Use Permit

The UDO has two use classifications for bed & breakfasts: a bed & breakfast homestay and a bed & breakfast inn. The table below illustrates the characteristics that differentiate the two use classifications.

	Bed & Breakfast Homestay	Bed & Breakfast Inn
Staffing	Resident owner-operator only	Resident owner-operator; Resident manager; or Resident employee
Number of Guest Rooms	1-3	4-12
Zoning	AG, RDR, RLL, R-1, RP-1, RP-2, RP-3, RP-4, PRO, NFO, TNZ, CP-1, CBD	AG, RDR, RLL, RP-3, RP-4, TNZ, CP-1, CP-2; CBD

The operation model for the proposed bed & breakfast is for a resident manager/employee to run the day-to-day onsite operations. The owners of the property will not reside on the premises. The fact that the applicants will not be resident owner-operators is what classifies the proposed bed & breakfast as an inn versus a homestay.

Ordinance Requirement. Under the Unified Development Ordinance (UDO), a special use permit is required for a bed & breakfast inn. Section 10.170 of the UDO lists the following conditions that apply to bed & breakfast inns:

1. **If located in an existing residence, the exterior residential appearance of the dwelling unit shall not be changed. If an addition is to be made to an existing residence or new structure is to be constructed, building elevations shall be submitted for approval, and a residential appearance shall be maintained.** The existing exterior appearance of the residence will not be changed.
2. **The owner of the residence is not required to reside on the premises. If the owner does not live on the premises, a resident manager or resident employee shall be required.** The owners of the residence will not reside on the premises. A resident manager will be onsite at all times.
3. **The maximum number of rooms shall be twelve (12).** The maximum number of guestrooms will be three (3). A fourth bedroom will be occupied by the resident manager.
4. **Parking areas shall be located on the side or rear of the property and shall be screened from adjacent residential properties by a solid screen fence or wall.** Parking is located on the side and rear of the property. Parking is screened with an existing solid fence.
5. **Restaurant facilities or food service shall be optional; and any such facilities or service shall require the approval of the Jackson County Health Department.** The applicants are working with the County Health Department to obtain the necessary approvals and permits for food service.

6. **The residence shall comply with all requirements of the Building Code and the Fire Department that bring about compliance with significant safety requirements of the Uniform Building Code, Uniform Fire Code and Life Safety Code.** The applicants will comply with applicable building and fire codes.
7. **The Fire Department and other City departments shall be permitted to perform inspections as in any other business.** The applicants will comply with required property inspections.
8. **A bed & breakfast shall be subject to the landscaping requirements of Article 14.** The property has existing landscaping consistent with a residential use. The property also has a solid privacy fence along the side and rear property lines.
9. **No person shall be an occupant of a bed & breakfast inn for more than fourteen (14) consecutive days.** No guests are allowed to stay beyond the 14 day limit.

Ordinance Criteria. The criteria enumerated in Article 10 were considered in analyzing this request.

- The proposed rezoning is not expected to change the character of the neighborhood. The RP-3 allows for the continued use of the property as a single-family residence, but also allows for the use of the property as a bed & breakfast inn.
- The proposed rezoning for the operation of a bed & breakfast inn is compatible with the surrounding zoning and land uses. The existing zoning surrounding the subject property is composed of R-1, RP-2, PO, TNZ and PMIX zoning. The existing land uses surrounding the subject property are composed of single-family residences and office/commercial. The proposed RP-3 zoning is appropriate in an area where a transition occurs between residential and commercial zoning and land uses.
- The subject property is suitable for a bed & breakfast under both the existing RP-2 and proposed RP-3 zoning. More specifically, a bed & breakfast homestay may be permitted with a special use permit in both the RP-2 and RP-3 zoning district. A bed & breakfast inn may be permitted with a special use in the RP-3 zoning district, but not the RP-2 zoning district.
- The proposed rezoning is not expected to negatively impact the aesthetics or use of the subject property or the neighboring properties.
- The proposed rezoning is not expected to negatively impact the values of the subject property or neighboring properties.

In considering all the criteria and regulations, and taking into considerations the facts above, staff finds the use to be appropriate and recommends the approval of the special use permit.

Time Period. The applicants request a special use permit for a period of 10 years. There are currently no other bed & breakfasts in Lee's Summit for which to provide a comparison for the requested time period. Ten (10) years is consistent with special use permits granted for uses operating from existing developed sites. Staff supports the requested 10 year time period.

RGM/hsj

Attachments:

1. Site Plan with Parking, date stamped August 3, 2016
2. Business Plan for Bed & Breakfast Inn, date stamped August 3, 2016 – 9 pages
3. Applicant Response to Bed & Breakfast Conditions, date stamped August 3, 2016
4. Applicant Response to SUP Criteria, date stamped August 3, 2016 – 2 pages

5. Photos of Screened Parking Area -- 4 pages
6. Photos of Surrounding Properties, date stamped August 3, 2016 -- 4 pages
7. Support Letter from Downtown Lee's Summit Main Street, dated September 13, 2016
8. Support Letter from Natural Farm Soap Co, dated September 21, 2016
9. Location Map

SURVEYOR'S REAL PROPERTY REPORT

THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY

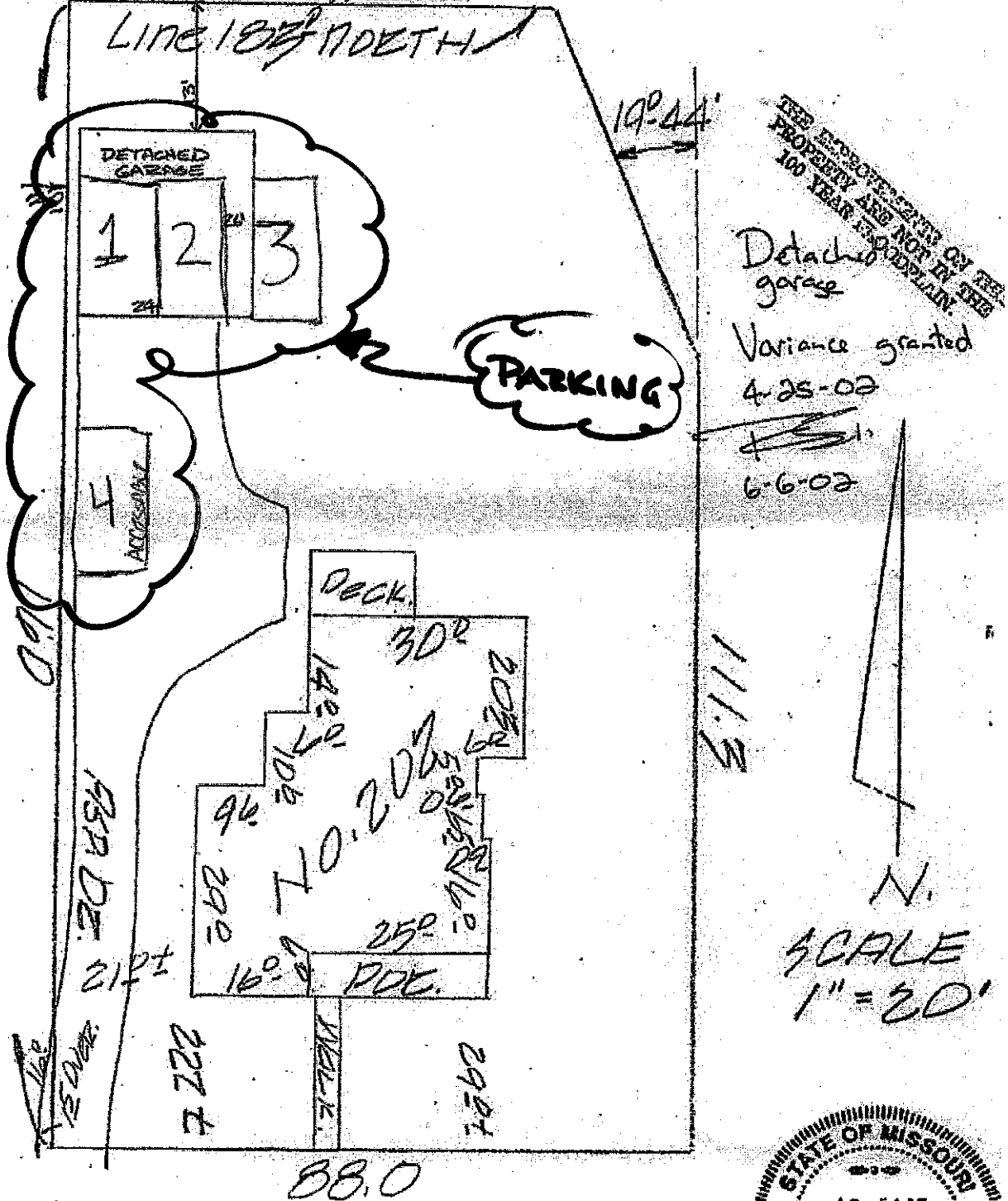
This inspection and its control points are subject to the inaccuracies that a subsequent boundary survey may disclose. It is not to be used for the establishment of any fences, structures or other improvements. To establish the boundary lines, I recommend a Land Surveyor Registered in your state prepare Boundary Survey. Said inspection and the accompanying sketch are true and correct to the best of my information, knowledge and belief and were prepared for mortgage title insurance only. The Flood Hazard Zone for this property has not been determined unless otherwise noted. No property corners were set. Linear or angular values shown hereon, if any, are from plat or deed information, and have not been verified unless noted. No warranty is extended herein to the present or future owner or occupant. This inspection was either conducted by me or under my direct supervision. J.B.B.

ORDERED BY:
J.D. Reece
Tricia

John M. Snider
202 West Third st.
Lee's Summit, Missouri

JOB NUMBER: 10362
SCALE: 1" = 20'
DATE: 11-8-05

DESCRIPTION: Beginning at at point 23 feet North of the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 47, Range 31, thence East 88 feet, thence North 111.3 feet, thence North 19 degrees 44 Minutes West to a point which is 183 feet North of the South line of Section 6, thence West to the West line of said 1/4 1/4 section, thence South 160 feet to the point of beginning Lee's Summit, Jackson County, Missouri.





THE BROWNING

Your next vacation is calling.

Business Plan for Operating
The Browning: Bed & Breakfast Inn
202 SW 3rd Street, Lee's Summit MO 64063
thebrowningls@gmail.com

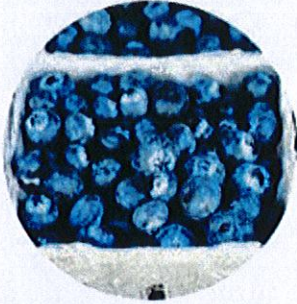
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Planning & Codes Admin

1 | What we believe



Local is better.

We support our Lee's Summit/Kansas City businesses by sourcing locally. We invite you to support them too. From the furnishings and decorations created by Very Violet Boutique-to our homemade cinnamon rolls from Neighbors Café-we believe local is better. When something is local-we'll let you know-so you can purchase our favorite things too.



Every detail matters.

We want to make your experience with us unique and tailored to you. As our guests, we want to know the details that matter most to you- so don't be afraid to speak up. We have a variety of packages to support one-of a kind experiences



Memories, adventures and stories are made through simple experiences.

We want to make your experience with us unique and tailored to you. As our guests, we want to know the details that matter most to you- so don't be afraid to speak up. We have a variety of packages to support one-of a kind experiences.

1.1 Summary

The Browning Bed & Breakfast Inn is located in Lee's Summit Missouri which is one of the Top 100 cities in America. Although surrounded by a larger city, Lee's Summit has maintained its charming small town feel. The B&B will reside in the Historic Browning House originally built and owned by the influential Browning family. The Browning home is the historic center piece for the entire B&B experience. Each of the four rooms have their own private bath. The home has a beautiful centralized living and dining room for the socialization of guests, a shared deck and patio space, an expansive front porch and is located within walking distance of Downtown Lee's Summit. The Browning provides guests with the beauty and charm of a small town with close access to the Kansas City Metro Area.

1.2 Short-Term Objectives:

- ❖ Open The Browning Bed and Breakfast Inn by November 30, 2016.
- ❖ Demonstrate a minimum of 40% occupancy averaged throughout Year 1.
- ❖ Promote other uses for property (executive retreats, consignment).

1.3 Why We're Different

At the Browning, we have set ourselves apart from the average bed & breakfast through our belief statements which are highlighted above. Additionally, The Browning Bed & Breakfast sets itself apart in the following ways:

- ❖ **Competitive Advantage:** Currently there are no Bed & Breakfasts located within the City of Lee's Summit and limited luxury hotel options. The Browning will become the Premier Bed & Breakfast location for Lee's Summit supporting the continued growth of downtown Lee's Summit.
- ❖ **Unmatched Customer Service:** At the Browning, we believe every detail matters for our guests. From the time they book a reservation to stay with us, we create a personalized customer service experience that matches the individual needs of our guests. From a personalized concierge to create their ideal vacation to breakfast in bed-the experience we will create for customers will be truly unmatched by any local lodging establishment.
- ❖ **We're more than a Bed & Breakfast:** At the Browning, we are so much more than a bed & breakfast. We believe in supporting our local businesses and economy. We love Lee's Summit and Kansas City. We will provide local items for purchase within the Bed and Breakfast (local products, furniture, decorations etc.) create specialized packages that support customers to patronize local business.

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2 | Market Analysis

2.1 Overview

The Browning's target market strategy is focused on becoming a premium bed & breakfast destination for people in the greater Kansas City metro area. The target markets we will actively pursue are people located regionally looking for a get-away, special event out-of-towners, and retreat participants. We envision the Browning will serve as the perfect get-away for people attending special events (weddings, family reunions, downtown events etc.) hosted in Lee's Summit. Regional stay-cationers will easily make the short drive to Lee's Summit Missouri from the Kansas City Metro area to relax and enjoy the small town appeal and charm that Lee's Summit provides. Our small-town setting is natural win for people looking for a retreat like setting for business leaders and special interest groups.

2.1 Geography/Demographics

❖ Geography

- **Kansas City Metro Area:** Our primary geographic market is the Kansas City Metropolitan Area with a population of over 2 million people in 14 counties. The metro geographic area would predominately leverage the services the Browning is providing.

❖ Demographics

- Male and Female
- Single/Married/with Families
- Combined annual income of \$65,000 or more annually
- Age range from 25 to 65

2.2 Target Market

The Browning has three main target groups that it is attempting to attract which include the following:

- ❖ **Regional "Stay-cationers":** This target group are people from the region that want to get away for the weekend. These travelers may have activities planned (sporting events downtown events etc.) for the weekend or just need a relaxing get-away in close proximity to their homes.
- ❖ **Special Event Out-of-Towners:** This target group are people traveling in for special events (weddings, graduations, holidays etc.) and prefer to stay in B&Bs instead of the local hotels/motels. This target group is prime to have large numbers of guests together.
- ❖ **Retreat Participants:** This target group are regional business leaders/special interest groups focused on multi-day planning sessions/retreats. This target group is prime to rent out the entire B&B.

2.3 Buying Patterns/Competitive Intelligence

The consumer is someone who is not just searching for a standard room to sleep in, but a home away from home that provides high end touches coupled with a local small-town feel. The consumer is looking for a personalized customer service experience tailored to meet their individual vacation needs. Location is also of utmost importance and The Browning will not be competing with any Bed & Breakfasts within close proximity. Guests staying at the Browning are willing to pay for more than just a room, they are paying for a personalized experience to support them in unplugging from their hectic and busy lives.

Below is a summary of the accommodations provided in the Lee's Summit area that are competitors to The Browning.

- ❖ **Bed and Breakfasts:** There are three Bed and Breakfasts located within 20 miles of The Browning with an average nightly rate of \$92-\$125. The closest Bed and Breakfast is located 15 miles from Downtown Lee's Summit.
 - *Woodstock Inn Bed & Breakfast (15 miles from The Browning)*: 1212 W Lexington Ave, Independence, MO 64050
 - *Hawthorne Bed & Breakfast (17 miles from the Browning)*: 1 Hawthorne Pl, Independence, MO 64052
 - *Mulberry Hill Bed & Breakfast (17 miles from the Browning)*: 226 N Armstrong St, Pleasant Hill, MO 64080
- ❖ **Air Bed and Breakfasts:** There are three Air B&B hosts located within the Lee's Summit City limits. The average nightly rate is \$35-\$150. Please note, these accommodations do not include amenities.
- ❖ **Hotels:** There are approximately 8 hotels located in Lee's Summit with the average nightly rate of \$70-\$125 and include the following:
 - *Americas Best Value Inn & Suites*: 1020 SE Blue Parkway, Lee's Summit, MO 64063
 - *Comfort Inn*: 963 SE Oldham Parkway, Lee's Summit, MO 64081
 - *Comfort Inn & Suites*: 3701 N.E. Ralph Powell Rd, Lees Summit, MO 64064
 - *Fairfield Inn by Marriott*: 1301 NE Windsor Drive, Lee's Summit, MO 64086
 - *Hampton Inn*: 1751 NE Douglas St, Lee's Summit, MO 64086 816.347.8600
 - *Quality Inn's and Suites*: 4825 NE Lakewood Way, Lees Summit, MO, 64064
 - *Super 8 Motel*: 607 SE Oldham Parkway, Lees Summit, MO 64081
 - *Unity Hotel and Conference Center*: 1901 NW Blue Pkwy, Unity Village, MO 64065

2.4 Competitive Edge

The Browning will begin its business with notable competitive edge: there is no competitor in the Lee's Summit area that can offer a luxury bed & breakfast experience with the convenience of close proximity to downtown Lee's Summit. The Browning will create an environment that customers are looking for through unmatched customer service, a customized lodging experience and a partnership with the local Lee's Summit businesses.

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3 | Strategy & Execution

Overview

The primary sales and marketing strategy for the Browning includes these factors:

- ❖ To create a bed and breakfast experience that will appeal to guests needing an escape from their hectic lives.
- ❖ To provide personalized customer service experience tailored to meet individual guest needs.
- ❖ To concentrate our marketing in the greater Kansas City Metro Area

3.1 Competitive Differentiators

The Browning differentiates itself from the competition in the following ways:

- ❖ **Customer Service:** A quality customer service experience is the high aim of the Browning Bed and Breakfast. We believe in creating a meaningful and individualized experience for all our guests. This highly customized experience begins with a personal concierge who contacts the guests prior to their stay to a manager onsite who continues this high end personalized touch.
- ❖ **Locally Sourced:** We believe in supporting the greater Kansas City Metro area businesses. We source (when possible) all our items locally. We also provide these items for purchase at the bed and breakfast.
- ❖ **Location:** The Browning is conveniently located a short walking distance to downtown Lee's Summit, the Amtrak station, and close proximity to the Kansas City Metro area. With limited accommodations and bed & breakfasts in the area-the Browning provides a competitive advantage.

3.2 Marketing Plan Outline

We believe in supporting the Lee's Summit community and partnering with local businesses in all aspects of marketing. The focal point of our marketing plan is designed to support the local economy, draw visitors to the community and support downtown.

Our three primary objectives to promote the Browning in the next 6 months include:

- ❖ Host promotional stays for targeted community members.
- ❖ Partner with Lee's Summit businesses to source items locally providing cross promotional opportunities.
- ❖ Leverage a variety of earned media, paid media, social media etc. to increase community footprint.

Month (y2016)	Type of Marketing Activity	Short Term Goals
June-September	<p>A. Secure business partnerships (i.e. Very Violet, 3rd Street Social, Neighbors Café, The Stanley/Aspen)</p> <p>B. Develop online presence (i.e. facebook page, twitter, website development).</p> <p>C. Explore earned media opportunities (Lee's Summit Lifestyle Magazine, Lee's Summit Journal)</p> <p>D. Develop promotional items (i.e. brochure, t-shirts, logo)</p> <p>E. Oktoberfest Booth (September 23)</p>	<p>Develop online presence through 2 avenues by September 30, 2016.</p> <p>Secure 4 mutually beneficial business partnerships by September 30, 2016.</p> <p>Increase community awareness of the Browning through participation in 3 community events by September 30, 2016.</p>
October	<p>A. Promotional Event Hosted at the Browning (targeted towards local downtown businesses, partners & community members.)</p> <p>B. Haunted and historic spaces tour-October 15</p> <p>C. October 29-Boos Barks and Badges Halloween Parade</p> <p>D. Holiday Booking Promos (host your family at The Browning)</p>	<p>Increase community awareness of the Browning through participation in 2 community events and 1 event hosted at the Browning by October 31, 2016.</p> <p>Book 2 holiday weekends at the Browning by November 30, 2016.</p>
November	<p>A. Soft Launch (targeted guests)-Holiday Open House Weekend (November 4-6).</p> <p>B. Soft Launch (targeted guests)-Mayor's Holiday Tree Event (November 18-20)</p> <p>C. Holiday Event Booking promos (host your holiday party at the Browning)</p>	<p>Expedite soft launch to select community members (promotional)</p> <p>Book 2 holiday weekends at the Browning by November 30, 2016.</p>
December	<p>A. Full Launch</p> <p>B. Host your "relatives" at the Browning (Christmas promotional)</p>	<p>Successfully expedite full launch open to all community members.</p> <p>Successfully expedite 2 holiday weekends at the Browning by January 5, 2016.</p>

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4 | Management

The Browning Bed & Breakfast Inn will be owned and operated by Harlen & Liesl Hays. It will be a Limited Liability Company (L.L.C.) Liesl has a B.A. in Political Science from Kansas State University with over eight years' experience in the public health field. Most recently, Liesl has four years' experience at Cerner working in Executive training & events management.

Harlen has a B.S. in Microbiology and a Master's degree in Environmental and Occupational Epidemiology from the University of Michigan. Harlen has over 5 years' experience in the public health field. Most recently, he has over 7 years' experience working at Cerner in Health Economic Outcomes Research and Management.

4.1 Major Responsibilities:

Liesl will be a full time associate responsible for the following:

- ❖ Day to day operations
- ❖ Marketing
- ❖ Events management
- ❖ Partnership development
- ❖ Catering/Food preparation
- ❖ Cleaning services

Harlen will be a part time associate responsible for the following:

- ❖ Accounting/financial management
- ❖ Technology solutions
- ❖ Exterior home maintenance
- ❖ Record Keeping

5 | Financials

Summary

The Browning will be acquired through a small business administration (SBA) loan (CDC 504 Loan Program) with the buyers (Liesl & Harlen Hays) supplying 20% down on the property. The bank mortgage is for 30 years at 3.5% interest rate. The Browning is estimating initial start-up capital of \$150,000 which will be supplied by a SBA loan for general operating expenses.

5.1 Projected Profit and Loss

Below is the Browning's projected income statement for the next four years. The projections are based on a conservative 40% occupancy rate year one, 50% year two, 60% year three and 70% year four. The increased occupancy rate is based on continuously strengthened market position among the local Lee's Summit community who patronize the Browning during the low season months, and support offsetting the negative impact of the low season. The Browning is anticipating a break-even time point in year two.

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SUP Application:

1) A-J in the UDO must be adhered to:

A. The existing exterior appearance of the business will not be changed.

B. We will have one resident manager onsite at all times.

C. The maximum number of guest rooms will be 3 bedrooms and 3 bathrooms. The attendant will have 1 designated bedroom and 1 designated bathroom.

D. We have a solid fence between the adjacent property to screen parking location.

E. We are working with Debbie Sees at the Jackson County Health Department around all provisions in the Bed and Breakfast Inn (i.e. food handler permit, licensing the kitchen).

F. We will comply with building codes and fire codes.

G. Our property will be inspected based on determination of the city.

H. We will comply with all landscaping requirements of article 13.

I. No guests will stay past the 14 day requirement as outlined.

J. We have noted and understand the considerations outlined by the committee for consideration.

-2016-154-

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Planning & Codes Admin



In considering a special use permit application, the Planning Commission and City Council will give consideration to the criteria stated below to the extent they are pertinent to the particular application. (See UDO Section 10.050.)

1. Character of the neighborhood.
2. Compatibility with adjacent property uses and zoning.
3. Suitability of the property for which the special use is being requested.
4. Extent to which the proposed use will negatively impact the aesthetics of the property and adjoining properties.
5. Extent to which the proposed use will injure the appropriate use of, or detrimentally affect, neighboring property.
6. Impact on the street system to handle traffic and/or parking.
7. Impact of additional storm water runoff to the existing system or to the water shed area if no storm sewer is available.
8. Impact of noise pollution or other environmental harm.
9. Potential negative impact on neighborhood property values.
10. Extent to which there is need of the proposed use in the community.
11. Economic impact upon the community.
12. Extent to which public facilities and services are available and adequate to satisfy the demand generated by the proposed use.
13. Comparison of the benefit gained to the public health, safety and welfare of the community if approved versus the hardship imposed upon the landowner if the requested application is denied.
14. Conformance to the UDO and current city policies and ordinances.
15. Recommendation of professional staff.
16. Consistency with permitted uses in the area in which the special use is sought.



LEE'S SUMMIT MISSOURI

SPECIAL USE PERMIT EXPLANATION

In addition to the special use permit criteria, special conditions relate to the operation of certain uses. From Article 10 of the UDO, list the special conditions that relate to the requested use. Explain **IN DETAIL** how this application meets each of the special conditions. **Failure to complete each will result in an incomplete application.**

SEE ATTACHED BUSINESS PLAN

1. THE STRUCTURE WILL RETAIN ALL CURRENT EXTERIOR CHARACTER
TO MATCH EXISTING HISTORIC NEIGHBORHOOD

2. MIXED USE (COMMERCIAL, RESIDENTIAL) IN AREA

3. APPROPRIATE SIZE, LOCATION, HISTORIC, PRIVATE

4. NO NEGATIVE IMPACTS EXPECTED

5. NO NEGATIVE IMPACTS TO NEIGHBORING PROPERTY

6. WE WILL PROVIDE 4 DEDICATED PARKING SPOTS
ON THE PROPERTY. 1 PER ROOM

7. MINIMAL IMPACT BY EXPANDING DRIVEWAY

8. ALL NOISE ORDINANCES WILL BE ENFORCED

9. NO NEGATIVE IMPACT TO PROPERTY VALUES

10. CURRENTLY NO BUSINESS OF THIS TYPE EXISTS
IN DOWNTOWN LEE'S SUMMIT. GIVEN OTHER
VENDORS, MORE ACCOMMODATIONS ARE NEEDED

11. MORE VISITORS TO DOWNTOWN LEE'S SUMMIT WILL
HAVE A POSITIVE IMPACT

12. NO PUBLIC FACILITIES EXIST

13. INCREASED ECONOMIC VIABILITY VERSUS LOSS OF BUSINESSES

14. ALL CITY ORDINANCES APPLICABLE WILL BE ENFORCED

-2016-154-









Google Maps SW 3rd St



Image capture: Apr 2015 © 2016 Google

Lee's Summit, Missouri
Street View - Apr 2015

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-2016-154-

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Planning & Codes Admin

Google Maps SW 3rd St

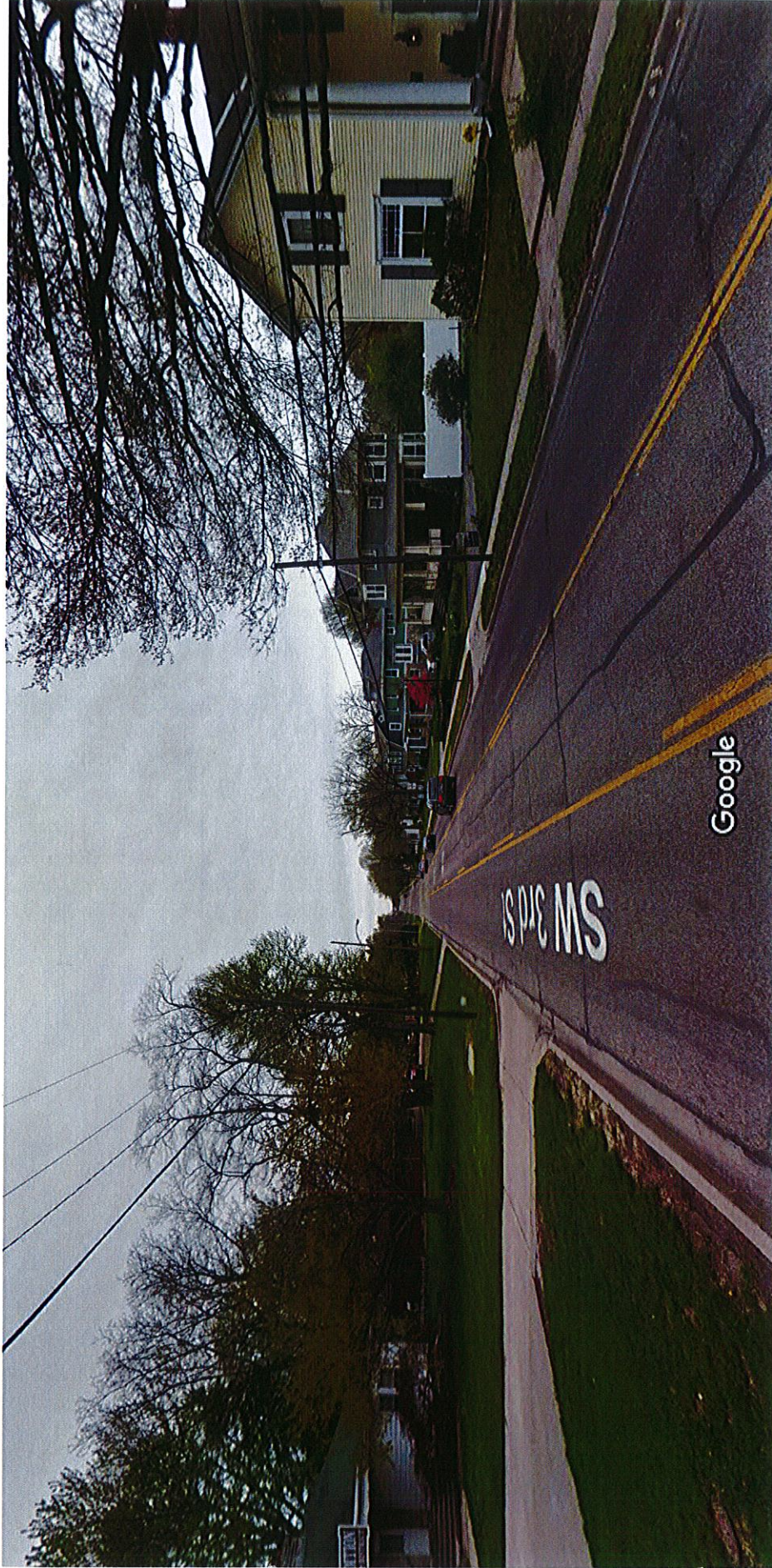


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Lee's Summit, Missouri
Street View - Apr 2015

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- 2016 - 154 -

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Google Maps SW 3rd St

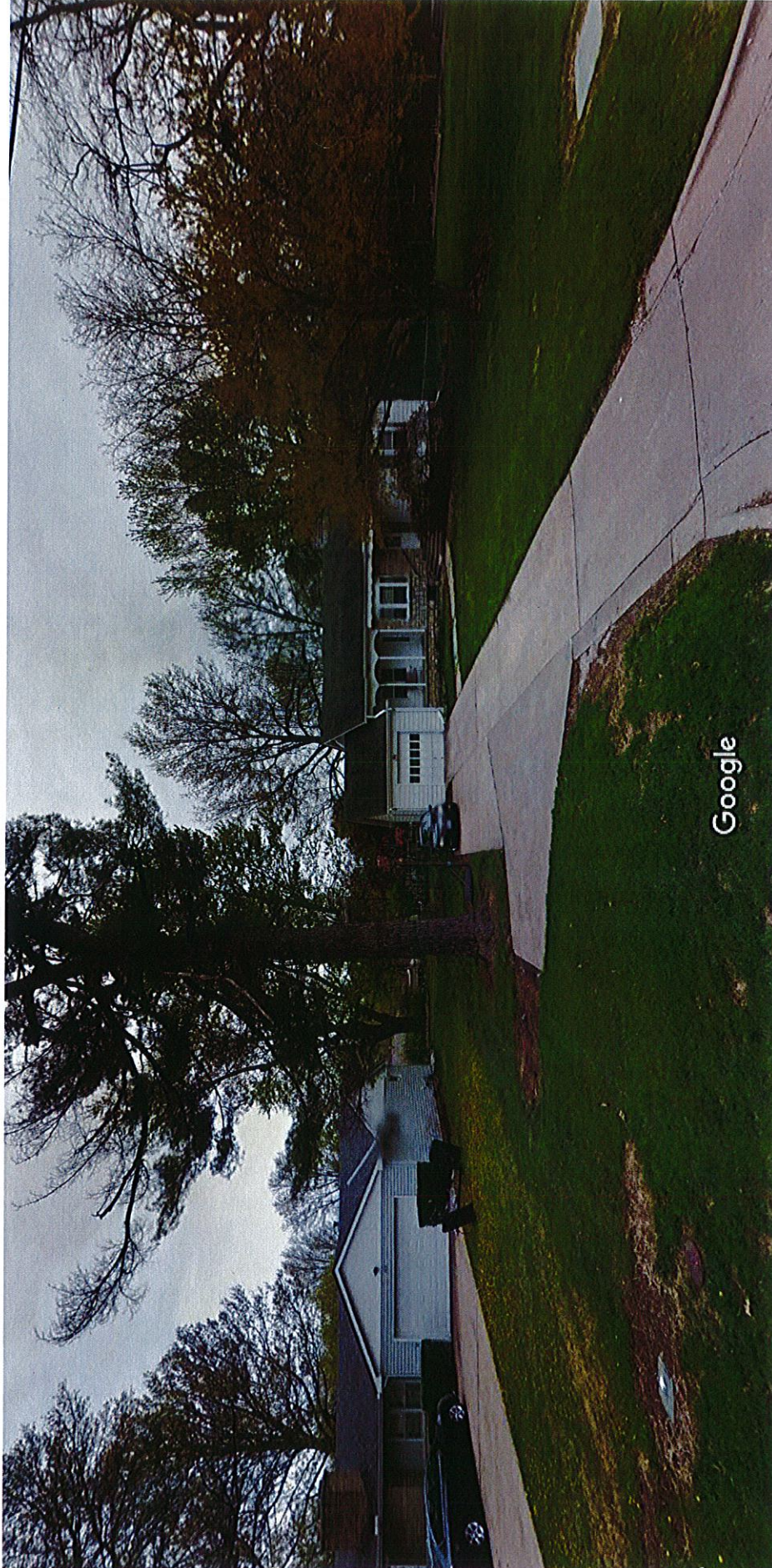


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Street View - Apr 2015

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- 2016 - 154 -

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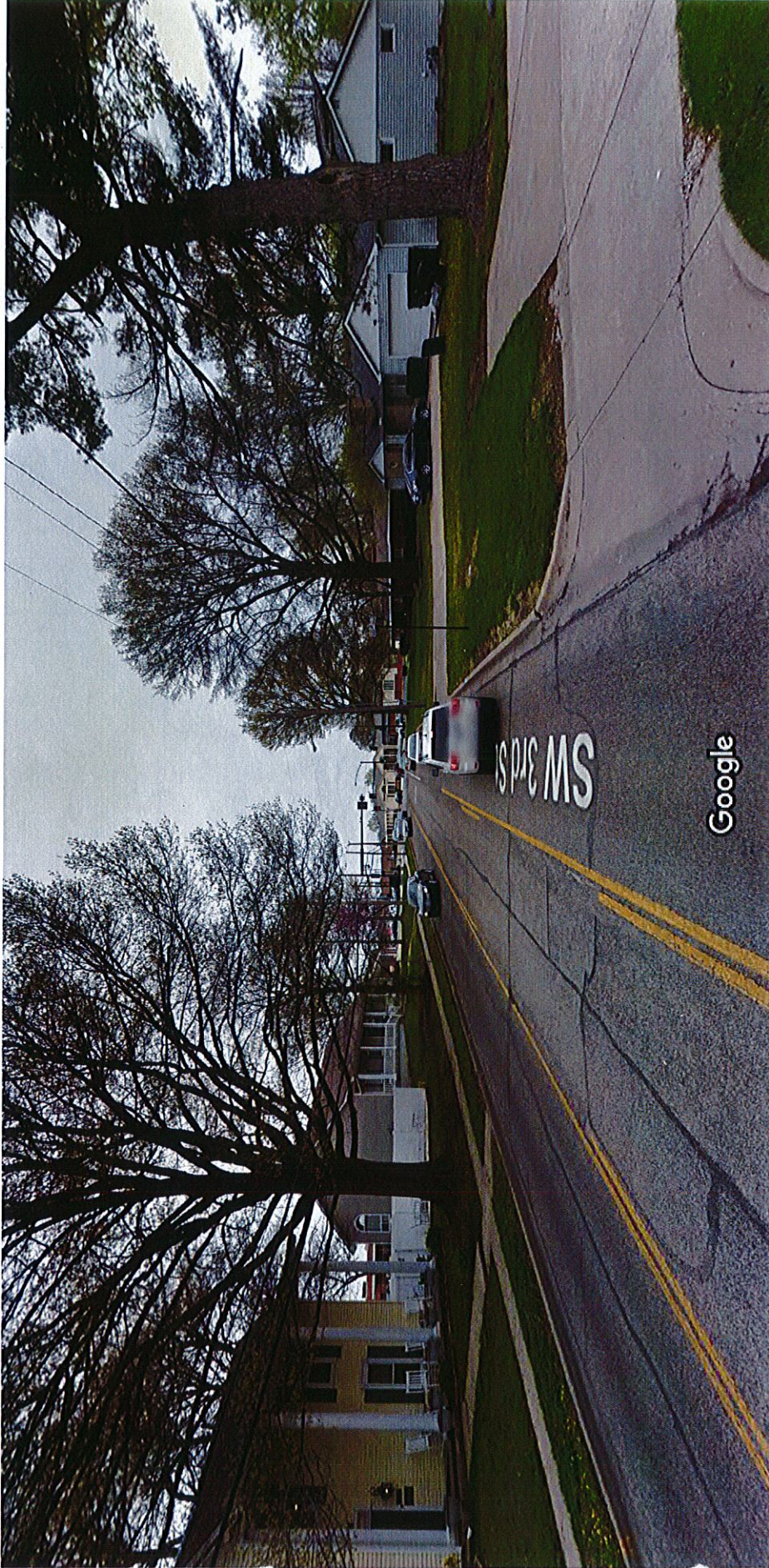


Image capture: Apr 2015 © 2016 Google

Lees Summit, Missouri

Street View - Apr 2015



- 2016 - 154 -

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AUG - 3 2016

Planning & Codes Admin

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Executive Director

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Assistant Director

Julie Cook
*Events & Promotions
Director*

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Marian Zajic

September 13, 2016

Planning & Codes Administration
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Mr. McKay,

Downtown Lee's Summit Main Street, Inc. supports Application #PL2016153 and #PL2016154 for the rezoning of 202 SW 3rd Street to RP-3 (Bed and Breakfast Inn.)

We feel that there is a need for additional lodging opportunities for visitors to our award winning downtown business district. A short walk from the Amtrak Station, this location would be very desirable to lesiure and business travelers. This location also would allow for the preservation of a historic home, while creating new commercial activity and tax revenue for the community. We believe this project is a win-win for all.

Please let us know if we can be of any additional assistance.

Yours Truly,



Donnie Rodgers, Jr.
Executive Director



September 21, 2016

Planning and Codes Administration
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Mr. McKay,

Natural Farm Soap Co. supports Application #PL2016153 and #PL2016154 for the rezoning of 202 SW 3rd Street to RP3 (Bed & Breakfast.)

As a local business owner, we believe the Bed & Breakfast is a wonderful, and much needed addition to the Downtown Lee's Summit community. The Bed & Breakfast will increase national awareness of the Downtown Lee's Summit area and provide a much-needed service to the community all while supporting additional tax revenues.

The Browning Bed & Breakfast will also be partnering with other local businesses to source the required products and services needed to maintain its high-level of quality. We believe this project represents the visions and goals for the Downtown Lee's Summit community and will have a positive impact for years to come.

Please don't hesitate to let us know if you have any additional questions.

Best Wishes,

Janet Stevens
Owner

RECEIVED

SEP 22 2016

Planning & Codes Admin

-2016-153-

-2016-154-

**Appl. #PL2016-154 SUP for bed & breakfast inn
The Browning, 202 SW 3rd St;
Harlen & Liesl Hays, applicant**



Packet Information

File #: 2016-0599, **Version:** 1

**PUBLIC HEARING - Appl. #PL2016-166 - REZONING from TNZ to PO - First Baptist Church, 2 NE Douglas St;
First Baptist Church, applicant**

Issue/Request:

The applicant proposes to rezone the approximately 3.13-acre site located at 2 NE Douglas St. from TNZ (Transitional Neighborhood Zone) to PO (Planned Office). The property is developed with a church. No additional development or redevelopment of the site is proposed as part the rezoning request. The request for rezoning solely stems from the applicant's proposal to replace the existing monument sign along NE Douglas St. with a new monument sign that has an electronic message board. Electronic message board monument signs are not permitted under the existing TNZ zoning, but are allowed under the proposed PO zoning.

Recommendation: Staff recommends **APPROVAL** of the rezoning.

Committee Recommendation: This item is scheduled for the October 11, 2016, Planning Commission meeting.

City of Lee's Summit

Department of Planning & Codes Administration

October 7, 2016

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director *Uly Fox RGM*
RE: **PUBLIC HEARING – Appl. #PL2016-166 – REZONING from TNZ to PO – First Baptist Church, 2 NE Douglas St.; First Baptist Church, applicant**

Commentary

The applicant proposes to rezone the approximately 3.13-acre site located at 2 NE Douglas St. from TNZ (Transitional Neighborhood Zone) to PO (Planned Office). The property is developed with a church. No additional development or redevelopment of the site is proposed as part the rezoning request. The request for rezoning solely stems from the applicant's proposal to replace the existing monument sign along NE Douglas St. with a new monument sign that has an electronic message board. Electronic message board monument signs are not permitted under the existing TNZ zoning, but are allowed under the proposed PO zoning.

Recommendation

Staff recommends **APPROVAL** of the rezoning.

Project Information

Proposed Use: church (existing)

Current Zoning: TNZ (Transitional Neighborhood Zone)

Proposed Zoning: PO (Planned Office)

Land Area: 3.13 acres (136,342 square feet)

Number of Lots: 1 lot

Location: 2 NE Douglas St.; located on the west side of NE Douglas St., bounded by NE Main St. to the west, NE 1st St. to the south, and NE Maple St. to the north.

Surrounding zoning and use:

North (across NE Maple St.): R-1 (Single-family Residential) — single-family residences

South (across NE 1st St): CBD (Central Business District) — United Methodist Church

East (across NE Douglas St.): R-1 (Single-family Residential) — single-family residences;
PO (Planned Office) — barber shop and satellite First Baptist Church parking lot

West (across NE Main St. and Union Pacific railroad): CP-2 (Planned Community Commercial District) — single-family residences and industrial uses; PI (Planned Industrial) — industrial uses

Background

- June 14, 1867 – The property was platted as part of the WB Howards, 1st Addition.
- January 12, 1954 – The Board of Aldermen adopted the Zoning Ordinance of the City of Lee's Summit, which established zoning for the city, by Ordinance No. 421. The subject property was zoned District A (Residential Dwelling and Multiple Dwelling House District).

- February 14, 1957 – The Board of Aldermen adopted an amended Zoning Ordinance of the City of Lee's Summit, which established new zoning district classifications, by Ordinance No. 507. The subject property was rezoned from District A to District C-1 (Local Business and Light Industrial).
- March 27, 1962 – The Board of Aldermen adopted an amended Zoning Ordinance of the City of Lee's Summit, which established new zoning district classifications, by Ordinance No. 715. The subject property was rezoned from District C-1 to District C-0 (Non-Retail Business).
- April, 1973 – The Board of Aldermen adopted amended Zoning Ordinance No. 715 of the City of Lee's Summit, which replaced District C-0 with District R-0 (Non-Retail), by Ordinance No. 1444. The subject property's zoning changed accordingly.
- February 6, 1990 – The City Council approved the final development plan for the First Baptist Church at 2 NE Douglas St.
- February 25, 1991 – The Planning Commission approved a revised final development plan (Appl. #1991-063) for the First Baptist Church at 2 NE Douglas St.
- November 1, 2001 – The Unified Development Ordinance (UDO) went into effect and replaced District R-O (Non-Retail Business) with District PRO (Planned Residential Office) by Ordinance No. 5209. The subject property's zoning changed accordingly.
- September 15, 2005 –The City rezoned the property to TNZ (Appl. #2005-162), by Ordinance No. 6048.

Analysis of Rezoning

Comprehensive Plan. The Old Lee's Summit Development Master Plan, as part of the 2005 Lee's Summit Comprehensive Plan, identifies this area as being within the Downtown Core.

Surrounding Uses. The property to the north, across NE Maple St., is zoned R-1 and is comprised of single-family homes and vacant ground. The property to the east, across NE Douglas St., is zoned R-1 and PO and is comprised of single-family homes and a parking lot (First Baptist Church satellite parking). The property to the south, across NE 1st St., is zoned CBD and is comprised of the United Methodist Church. The property to the west, across NE Main St. and Union Pacific railroad right-of-way, is zoned CP-2 and PI and is comprised of single-family residences and industrial uses.

Request. The applicant proposes to rezone 3.13 acres from TNZ to PO for the purpose of erecting an electronic message board monument sign. Electronic message board monument signs are not permitted in the TNZ zoning district under Article 13 (Signs) of the UDO, but they are permitted in the PO zoning district.

Recommendation. Staff believes the proposed rezoning to be appropriate for this property, as nearby properties to the north and east are also zoned PO. The church has no immediate plans for any redevelopment of this site. The request for a change in zoning is strictly for the allowance of an electronic message board monument sign.

Ordinance Criteria. The criteria enumerated in Article 4 were considered in analyzing this request.

- The proposed rezoning is not expected to change the character of the neighborhood. The PO zoning allows for the continued use of the property as a church, but also allows for the church to erect an electronic message board monument sign.

- The proposed rezoning is not expected to negatively impact the aesthetics or use of the subject property or the neighboring properties.
- The proposed rezoning is not expected to negatively impact the values of the subject property or neighboring properties.

In considering all the criteria and regulations, and taking into considerations the facts above, staff finds the use to be appropriate and recommends the approval of the rezoning.

Code and Ordinance Requirements to be met Following Approval

The items in the box below are specific to this subdivision and must be satisfactorily addressed in order to bring this plat into compliance with the Codes and Ordinances of the City.

Fire

1. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to the safety to fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code.

Planning and Codes Administration

2. Sign permits shall be obtained prior to installation of any signs through the Department of Planning and Codes Administration. All signs proposed must comply with the sign requirements as outlined in the sign section of the Unified Development Ordinance.

RGM/jmt

Attachments:

1. Rezoning Exhibit, dated September 21, 2016
2. Area Zoning Map
3. Location Map

FIRST BAPTIST CHURCH OF LEE'S SUMMIT ADDITION

LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

7-10-1876

RECEIVED
 MISSOURI DEPARTMENT OF REVENUE
 DIVISION OF LAND SURVEY
 JAMES S. ANDERSON
 DIRECTOR OF REVENUE
 MAY 20 11 03 AM '91

DESCRIPTION: THIS SUBDIVISION IS A RESURVEY OF ALL OF BLOCK 12, "WILLIAM B. HOWARD'S FIRST ADDITION", A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, AND THE VACATED ALLEY THEREIN, IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 47, RANGE 31, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERLYMOST CORNER OF SAID BLOCK 12; THENCE NORTH 28°-52'-27" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 12, A DISTANCE OF 401.52 FEET MEASURED (PLAT = 400 FEET) TO THE WESTERLYMOST CORNER THEREOF; THENCE NORTH 61°-09'-24" EAST, ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 12, A DISTANCE OF 339.85 FEET MEASURED (PLAT = 340 FEET) TO THE NORTHERLYMOST CORNER THEREOF; THENCE SOUTH 28°-52'-11" EAST, ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 12, A DISTANCE OF 401.09 FEET MEASURED (PLAT = 400 FEET) TO THE EASTERLYMOST CORNER THEREOF; THENCE SOUTH 61°-09'-07" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 12, A DISTANCE OF 339.82 FEET MEASURED (PLAT = 340 FEET) TO THE POINT OF BEGINNING, CONTAINING 136,379 SQUARE FEET OR 3.13 ACRES, MORE OR LESS.

DEDICATION: THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS "FIRST BAPTIST CHURCH OF LEE'S SUMMIT ADDITION".

IN TESTIMONY WHEREOF: THE UNDERSIGNED PROPRIETORS OF THE ABOVE TRACT OF LAND HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS 3rd DAY OF May, 1991

THE FIRST BAPTIST CHURCH OF LEE'S SUMMIT,
 A NOT-FOR-PROFIT CORPORATION

BY Eugene L. Lang (PRESIDENT) ATTEST: Gail Guffey (SECRETARY)
 EUGENE L. LANG (PRESIDENT) GAIL GUFFEY, SECRETARY

STATE OF Missouri)
 COUNTY OF Jackson) SS.

ON THIS 3rd DAY OF May, 1991, BEFORE ME PERSONALLY APPEARED EUGENE L. LANG, OF FIRST BAPTIST CHURCH OF LEE'S SUMMIT, A MISSOURI NOT-FOR-PROFIT CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND ITS BOARD OF DIRECTORS.

IN WITNESS WHEREOF: I HAVE HEREUNTO SET MY HAND AFFIXED MY SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES July 5, 1991

John R. Miller
 NOTARY PUBLIC PRINT NAME

APPROVED Susan Van Petten DATE May 16, 1991
 SUSAN VAN PETTEN, DIRECTOR-COMMUNITY DEVELOPMENT

APPROVED William T. Stockhausen DATE 16 May 91
 WILLIAM T. STOCKHAUSEN, CITY ENGINEER

PURSUANT TO ORDINANCE NO. 2211, CITY OF LEE'S SUMMIT, MISSOURI.
 ATTEST Denise R. Chisum DATE May 16, 1991
 DENISE R. CHISUM, CITY CLERK

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THE PLAT OF "FIRST BAPTIST CHURCH OF LEE'S SUMMIT ADDITION" IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AS ESTABLISHED BY THE DEPARTMENT OF NATURAL RESOURCES DIVISION OF GEOLOGY AND LAND SURVEYS OF THE STATE OF MISSOURI.

ANDERSON SURVEY COMPANY, INC.
 8412 EAST 87TH STREET
 KANSAS CITY, MISSOURI 64138

BY James S. Anderson
 JAMES S. ANDERSON
 MISSOURI REGISTERED LAND SURVEYOR NO. 1726

DATE April 29, 1991

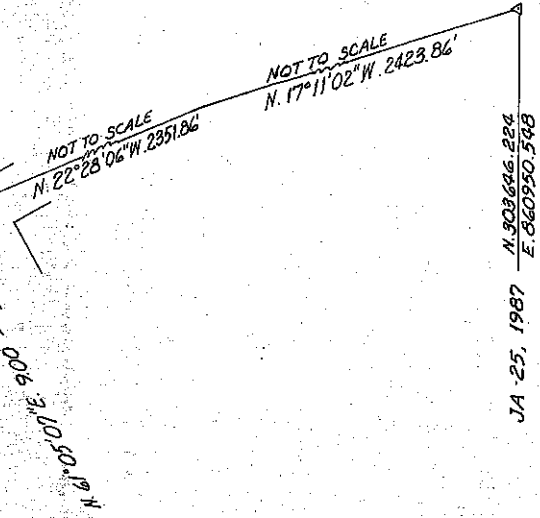
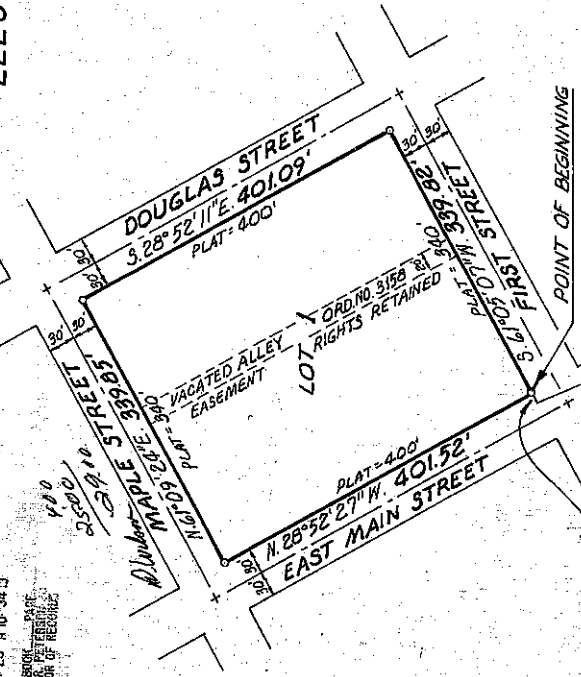
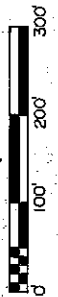
-2016-166-

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Planning & Codes Admin

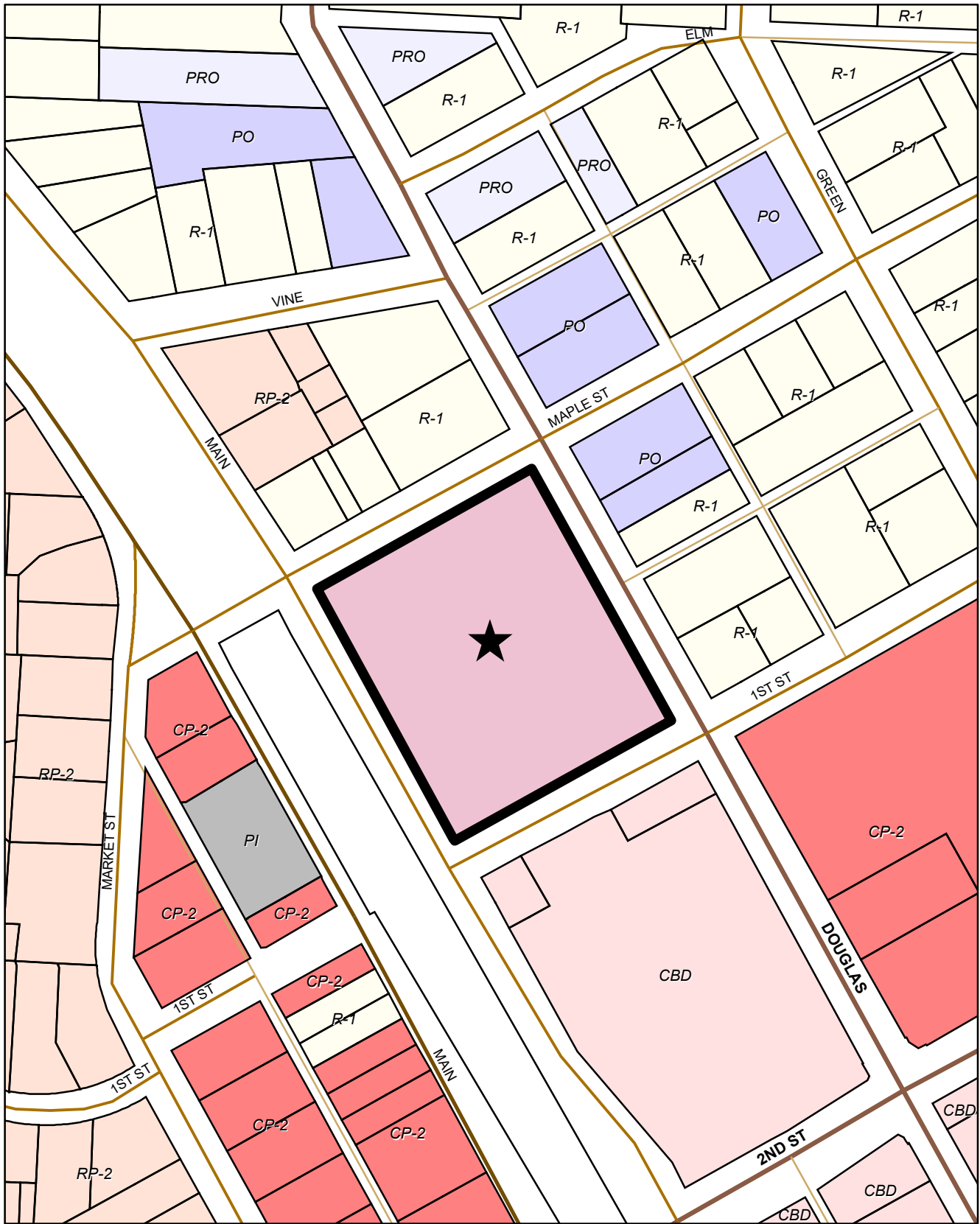
SCALE 1"=100'



SET ALUMINUM CAP ON IRON PIN

COUNTY ASSESSOR Steven A. Sampson
 7/1/91

Area Zoning Map



#PL2016-166-REZONING FROM TNZ TO PO
FIRST BAPTIST CHURCH
2 NE DOUGLAS ST.
FIRST BAPTIST CHURCH, APPLICANT



Packet Information

File #: BILL NO. 16-219, **Version:** 1

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT PLANNED TWO-FAMILY RESIDENTIAL (RP-2) TO DISTRICT PLANNED RESIDENTIAL MIXED USE (RP-3), APPROXIMATELY 0.28 ACRES LOCATED AT 202 SW 3RD ST., ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

First Motion: I move for a second reading of AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT PLANNED TWO-FAMILY RESIDENTIAL (RP-2) TO DISTRICT PLANNED RESIDENTIAL MIXED USE (RP-3), APPROXIMATELY 0.28 ACRES LOCATED AT 202 SW 3RD ST., ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Second Motion: I move for adoption of AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT PLANNED TWO-FAMILY RESIDENTIAL (RP-2) TO DISTRICT PLANNED RESIDENTIAL MIXED USE (RP-3), APPROXIMATELY 0.28 ACRES LOCATED AT 202 SW 3RD ST., ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 16-219

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT PLANNED TWO-FAMILY RESIDENTIAL (RP-2) TO DISTRICT PLANNED RESIDENTIAL MIXED USE (RP-3), APPROXIMATELY 0.28 ACRES LOCATED AT 202 SW 3RD ST., ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2016-153, requesting a change in zoning classification from District Planned Two-family Residential (RP-2) to District Planned Residential Mixed Use (RP-3), approximately 0.28 acres located at 202 SW 3rd St.; submitted by Harlen & Liesl Hays, was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the request on September 27, 2016, and rendered a report to the City Council recommending that the zoning requested be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on October 13, 2016, and rendered a decision to rezone said property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the following described property is hereby rezoned from District RP-2 to District RP-3:

BEGINNING AT A POINT 23 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 47, RANGE 31, THENCE EAST 88 FEET, THENCE NORTH 111.3 FEET, THENCE NORTH 19 DEGREES 44 MINUTES WEST TO A POINT WHICH IS 183 FEET NORTH OF THE SOUTH LINE OF SECTION 6, THENCE WEST TO THE WEST LINE OF SAID ¼ ¼ SECTION, THENCE SOUTH 160 FEET TO THE POINT OF BEGINNING, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.

SECTION 2. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Unified Development Ordinance, enacted by Ordinance No. 5209 and amended from time to time.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

BILL NO. 16-219

APPROVED by the Mayor of said city this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

City of Lee's Summit

Department of Planning & Codes Administration

September 23, 2016

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director *ullf Fox RGM*
RE: **PUBLIC HEARING – Appl. #PL2016-153 – REZONING from RP-2 to RP-3 – 202 SW 3rd St; Harlen & Liesl Hays, applicants**

Commentary

The applicants propose to rezone an approximately 0.28 acre parcel located at 202 SW 3rd St from RP-2 (Planned Two-family Residential) to RP-3 (Planned Residential Mixed Use). The property is developed with a single-family residence. The request for rezoning stems from the applicants' proposal to operate the residence as a bed & breakfast inn. A bed & breakfast inn is not permitted under the existing RP-2 zoning, but is allowed under the proposed RP-3 zoning.

This application is associated with Appl. #PL2016-154 for a special use permit for a bed & breakfast inn on the subject property, also on this agenda.

Recommendation

Staff recommends **APPROVAL** of the rezoning.

Project Information

Proposed Use: bed & breakfast inn

Current Zoning: RP-2 (Planned Two-family Residential)

Proposed Zoning: RP-3 (Planned Residential Mixed Use)

Land Area: 0.28 acres (12,314 square feet)

Number of Lots: 1 lot

Location: 202 SW 3rd St; located on the north side of SW 3rd St, one lot west of the intersection of SW 3rd St and SW Jefferson St

Surrounding zoning and use:

North: RP-2 — single-family residences

South (across SW 3rd St): R-1 (Single-family Residential) — single-family residences; TNZ (Transitional Neighborhood Zone) – single-family residence

East (adjacent and across SW Jefferson St): PO (Planned Office) — office; TNZ, PMIX (Planned Mixed Use) and CP-2 (Planned Community Commercial) – office/commercial and vacant former U.S. Post Office branch

West: RP-2 — single-family residences

Background

- 1889 – The existing single-family residence was constructed.

Analysis of Rezoning

Comprehensive Plan. The Old Lee's Summit Development Master Plan, as part of the 2005 Lee's Summit Comprehensive Plan, identifies this area as being within the Old Lee's Summit area, just outside of the Downtown Core.

Surrounding Uses. The properties to the north and west are zoned RP-2; they are comprised of single-family residences. The abutting property to the east is zoned PO; it is comprised of a single office building. The properties further to the east, across SW Jefferson St, are zoned TNZ, CP-2 and PMIX; they are comprised of office/retail and the former site of the U.S. Post Office. The properties to the south are zoned R-1, except for a single TNZ-zoned parcel at the southwest corner of SW 3rd St and SW Jefferson St; they are comprised of single-family residences.

Request. The applicant proposes to rezone 0.28 acres from RP-2 to RP-3 for the purpose of operating a bed & breakfast inn.

Recommendation. The UDO has two use classifications for bed & breakfasts: a bed & breakfast homestay and a bed & breakfast inn. The table below illustrates the characteristics that differentiate the two use classifications.

	Bed & Breakfast Homestay	Bed & Breakfast Inn
Staffing	Resident owner-operator only	Resident owner-operator; Resident manager; or Resident employee
Number of Guest Rooms	1-3	4-12
Zoning	AG, RDR, RLL, R-1, RP-1, RP-2, RP-3, RP-4, PRO, NFO, TNZ, CP-1, CBD	AG, RDR, RLL, RP-3, RP-4, TNZ, CP-1, CP-2; CBD

The operation model for the proposed bed & breakfast is for a resident manager/employee to run the day-to-day onsite operations. The owners of the property will not reside on the premises. Whereas a bed & breakfast homestay is permitted under the existing RP-2 zoning, the fact that the applicants will not be resident owner-operators is what classifies the proposed bed & breakfast as an inn versus a homestay and thus necessitates the rezoning of the property to accommodate the proposed use.

The intersection of SW 3rd St and SW Jefferson St serves as a major entry point into the commercial downtown and marks a transition from residential to commercial along the SW 3rd St corridor. The subject property is located one lot west of the intersection of SW 3rd St and SW Jefferson St. The abutting property to the east has an office building and is zoned PO. From a zoning classification perspective, the proposed RP-3 zoning provides a transition from the RP-2 properties to the west, the abutting PO property and the TNZ, PMIX, CP-2 and CBD properties east of SW Jefferson St. From a land use perspective, the proposed RP-3 zoning continues to allow for a transition from single-family residential to the west, the abutting office property and the office/commercial uses east of SW Jefferson St. Staff believes the proposed rezoning to be appropriate for a transition area and therefore supports the proposed rezoning to RP-3.

Ordinance Criteria. The criteria enumerated in Article 4 were considered in analyzing this request.

- The proposed rezoning is not expected to change the character of the neighborhood. The RP-3 allows for the continued use of the property as a single-family residence, but also allows for the use of the property as a bed & breakfast inn.
- The proposed rezoning for the operation of a bed & breakfast inn is compatible with the surrounding zoning and land uses. The existing zoning surrounding the subject property is composed of R-1, RP-2, PO, TNZ and PMIX zoning. The existing land uses surrounding the subject property are composed of single-family residences and office/commercial. The proposed RP-3 zoning is appropriate in an area where a transition occurs between residential and commercial zoning and land uses.
- The subject property is suitable for a bed & breakfast under both the existing RP-2 and proposed RP-3 zoning. More specifically, a bed & breakfast homestay may be permitted with a special use permit in both the RP-2 and RP-3 zoning district. A bed & breakfast inn may be permitted with a special use in the RP-3 zoning district, but not the RP-2 zoning district.
- The proposed rezoning is not expected to negatively impact the aesthetics or use of the subject property or the neighboring properties.
- The proposed rezoning is not expected to negatively impact the values of the subject property or neighboring properties.

In considering all the criteria and regulations, and taking into considerations the facts above, staff finds the use to be appropriate and recommends the approval of the rezoning.

RGM/hsj

Attachments:

1. Rezoning Exhibit and Site Plan, dated November 8, 1995
2. Support Letter from Downtown Lee's Summit Main Street, dated September 13, 2016
3. Support Letter from Natural Farm Soap Co, dated September 21, 2016
4. Area Zoning Map
5. Location Map

SURVEYOR'S REAL PROPERTY REPORT

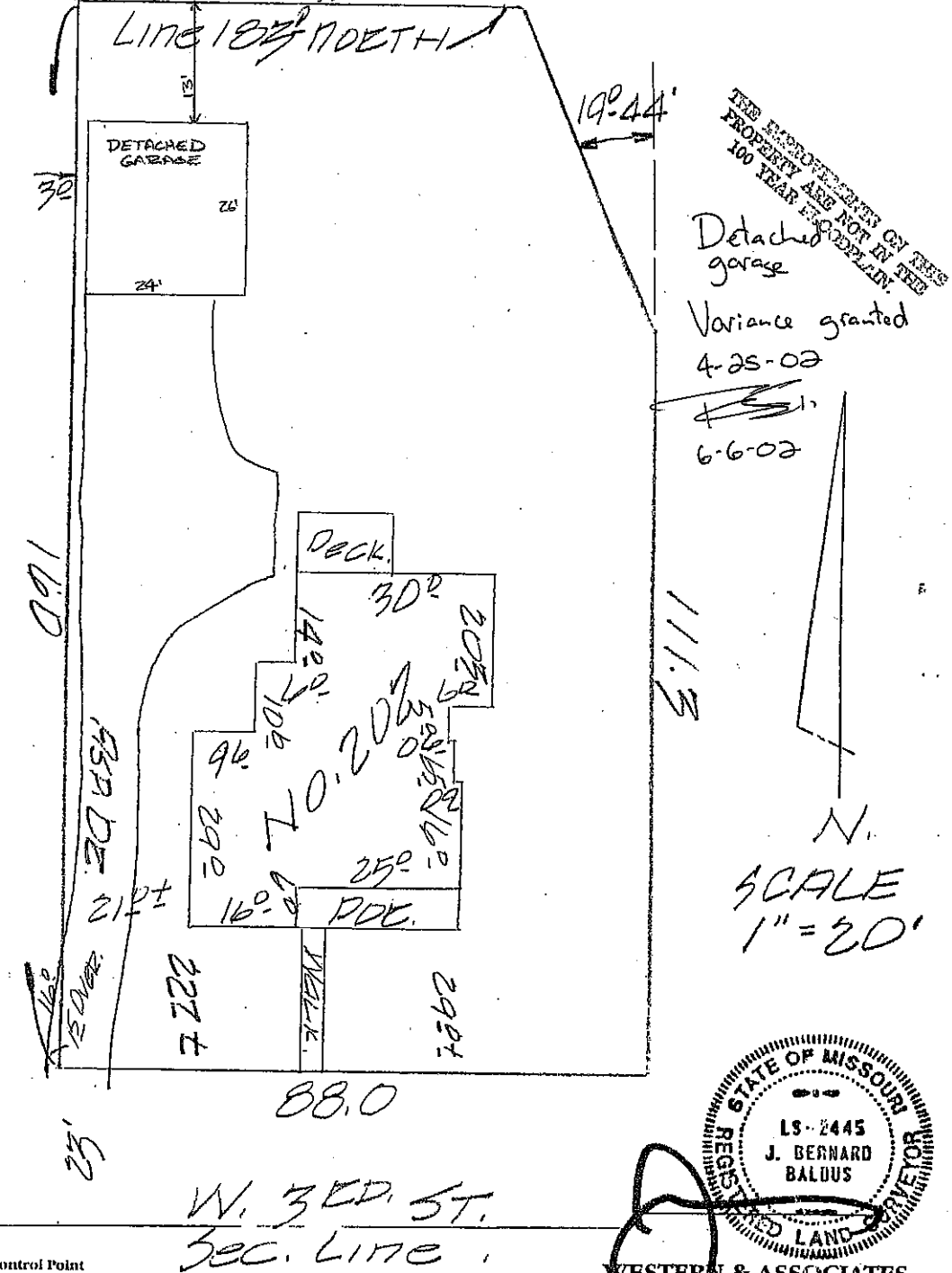
THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY

This inspection and its control points are subject to the inaccuracies that a subsequent boundary survey may disclose. It is not to be used for the establishment of any fences, structures or other improvements. To establish the boundary lines, I recommend a Land Surveyor Registered in your state prepare a Boundary Survey. Said inspection and the accompanying sketch are true and correct to the best of my information, knowledge and belief and were prepared for mortgage title insurance only. The Flood Hazard Zone for this property has not been determined unless otherwise noted. No property corners were set. Linear or angular values shown herein, if any, are from plat or deed information, and have not been verified unless noted. No warranty is extended herein to the present or future owner or occupant. This inspection was either conducted by me or under my direct supervision. J.B.B.

ORDERED BY: J.D. Reece
Tricia
John M. Snider
202 West Third st.
Lee's Summit, Missouri

JOB NUMBER: 103625
SCALE: 1" = 20'
DATE: 11-8-05

DESCRIPTION: Beginning at at point 23 feet North of the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 47, Range 31, thence East 88 feet, thence North 111.3 feet, thence North 19 degrees 44 Minutes West to a point which is 183 feet North of the South line of Section 6, thence West to the West line of said 1/41/4 section, thence South 160 feet to the point of beginning Lee's Summit, Jackson County, Missouri.



THE IMPROVEMENTS ON THIS PROPERTY ARE NOT IN THE 100 YEAR EASE ZONELAND.

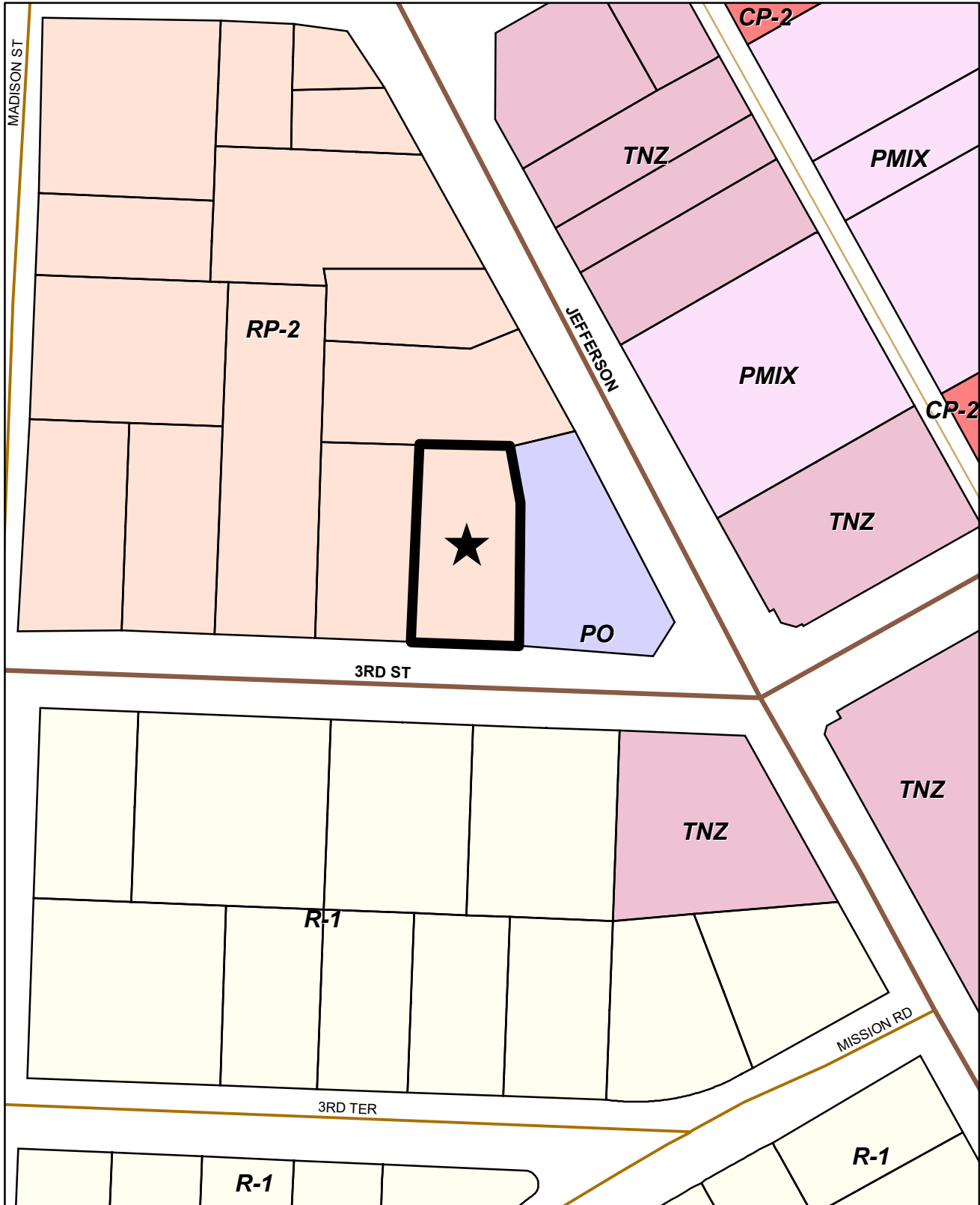
Detached garage
Variance granted
4-25-02
6-6-02



0 - Control Point
Liability is hereby limited to the above ordered by and/or their assigns and
Title Company STEWART Commitment No. 95110392
FUTURE USE (after the initial closing) IS PROHIBITED AND NO LIABILITY WILL BE ASSUMED. Property address and encroachments, if any, are shown on the above diagram. Note: Positional tolerance of major improvements location shown is ±1/2" unless otherwise noted. 4/25

WESTERN & ASSOCIATES
SURVEYORS, INC.
6505 EAST FRONTAGE ROAD, ST. MERRIAM KANSAS 66202
432-8696

Area Zoning Map



**Appl. #PL2016-153 REZ from RP-2 to RP-3
202 SW 3rd St;
Harlen & Liesl Hays, applicant**



Packet Information

File #: BILL NO. 16-220, **Version:** 1

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A BED & BREAKFAST INN IN DISTRICT RP-3 ON LAND LOCATED AT 202 SW 3RD ST., THE BROWNING, FOR A PERIOD OF TEN (10) YEARS, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

First Motion: I move for a second reading of AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A BED & BREAKFAST INN IN DISTRICT RP-3 ON LAND LOCATED AT 202 SW 3RD ST., THE BROWNING, FOR A PERIOD OF TEN (10) YEARS, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Second Motion: I move for adoption of AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A BED & BREAKFAST INN IN DISTRICT RP-3 ON LAND LOCATED AT 202 SW 3RD ST., THE BROWNING, FOR A PERIOD OF TEN (10) YEARS, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 16-220

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A BED & BREAKFAST INN IN DISTRICT RP-3 ON LAND LOCATED AT 202 SW 3RD ST., THE BROWNING, FOR A PERIOD OF TEN (10) YEARS, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2016-154, submitted by Harlen & Liesl Hays, requesting a special use permit for a bed & breakfast inn in District RP-3 on land located at 202 SW 3rd St., was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the request on September 27, 2016, and rendered a report to the City Council containing findings of fact and a recommendation that the special use permit be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on October 13, 2016, and rendered a decision to grant said special use permit.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the application pursuant to Section 10.170 of the Unified Development Ordinance to allow a bed & breakfast inn in District RP-3 with a Special Use Permit is hereby granted for a period of ten (10) years, with respect to the following described property:

BEGINNING AT A POINT 23 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 47, RANGE 31, THENCE EAST 88 FEET, THENCE NORTH 111.3 FEET, THENCE NORTH 19 DEGREES 44 MINUTES WEST TO A POINT WHICH IS 183 FEET NORTH OF THE SOUTH LINE OF SECTION 6, THENCE WEST TO THE WEST LINE OF SAID ¼ ¼ SECTION, THENCE SOUTH 160 FEET TO THE POINT OF BEGINNING, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.

SECTION 2. That the following conditions of approval apply:

1. The special use permit for the bed & breakfast inn is contingent on approval of Appl.# PL2016-153 for the rezoning of the subject property from RP-2 to RP-3.
2. The special use permit shall be granted for a period of 10 years.

SECTION 3. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Unified Development Ordinance, enacted by Ordinance No. 5209 and amended from time to time.

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

BILL NO. 16-220

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

City of Lee's Summit

Department of Planning & Codes Administration

September 23, 2016

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director *RM Fol RGM*
RE: **PUBLIC HEARING – Appl. #PL2016-154 – SPECIAL USE PERMIT for a bed & breakfast inn – The Browning, 202 SW 3rd St; Harlen & Liesl Hays, applicants**

Commentary

The applicants request a special use permit to operate a bed & breakfast inn on property proposed to be zoned RP-3 located at 202 SW 3rd St. The property is developed with a 4-bedroom, 2-story single-family residence. Three (3) bedrooms will be available for guests. The fourth bedroom will serve as living quarters for the resident manager/employee. The owners of the bed & breakfast will not reside on the premises. The applicants request a 10 year time period for the special use permit. Staff supports the requested time period.

This application is associated with Appl. #PL2016-153 for the rezoning of the subject property from RP-2 to RP-3, also on this agenda.

Recommendation

Staff recommends **APPROVAL** of the special use permit, subject to the following:

1. The special use permit for the bed & breakfast inn is contingent on approval of Appl. #PL2016-153 for the rezoning of the subject property from RP-2 to RP-3.
2. The special use permit shall be granted for a period of 10 years.

Project Information

Proposed Use: bed & breakfast inn

Current Zoning: RP-2 (Planned Two-family Residential)

Proposed Zoning: RP-3 (Planned Residential Mixed Use)

Land Area: 0.28 acres (12,314 square feet)

Number of Lots: 1 lot

Location: 202 SW 3rd St; located on the north side of SW 3rd St, one lot west of the intersection of SW 3rd St and SW Jefferson St

Surrounding zoning and use:

North: RP-2 — single-family residences

South (across SW 3rd St): R-1 (Single-family Residential) — single-family residences; TNZ (Transitional Neighborhood Zone) – single-family residence

East (adjacent and across SW Jefferson St): PO (Planned Office) — office; TNZ, PMIX (Planned Mixed Use) and CP-2 (Planned Community Commercial) – office/commercial and vacant former U.S. Post Office branch

West: RP-2 — single-family residences

Background

- 1889 – The existing single-family residence was constructed.

Analysis of the Special Use Permit

The UDO has two use classifications for bed & breakfasts: a bed & breakfast homestay and a bed & breakfast inn. The table below illustrates the characteristics that differentiate the two use classifications.

	Bed & Breakfast Homestay	Bed & Breakfast Inn
Staffing	Resident owner-operator only	Resident owner-operator; Resident manager; or Resident employee
Number of Guest Rooms	1-3	4-12
Zoning	AG, RDR, RLL, R-1, RP-1, RP-2, RP-3, RP-4, PRO, NFO, TNZ, CP-1, CBD	AG, RDR, RLL, RP-3, RP-4, TNZ, CP-1, CP-2; CBD

The operation model for the proposed bed & breakfast is for a resident manager/employee to run the day-to-day onsite operations. The owners of the property will not reside on the premises. The fact that the applicants will not be resident owner-operators is what classifies the proposed bed & breakfast as an inn versus a homestay.

Ordinance Requirement. Under the Unified Development Ordinance (UDO), a special use permit is required for a bed & breakfast inn. Section 10.170 of the UDO lists the following conditions that apply to bed & breakfast inns:

1. **If located in an existing residence, the exterior residential appearance of the dwelling unit shall not be changed. If an addition is to be made to an existing residence or new structure is to be constructed, building elevations shall be submitted for approval, and a residential appearance shall be maintained.** The existing exterior appearance of the residence will not be changed.
2. **The owner of the residence is not required to reside on the premises. If the owner does not live on the premises, a resident manager or resident employee shall be required.** The owners of the residence will not reside on the premises. A resident manager will be onsite at all times.
3. **The maximum number of rooms shall be twelve (12).** The maximum number of guestrooms will be three (3). A fourth bedroom will be occupied by the resident manager.
4. **Parking areas shall be located on the side or rear of the property and shall be screened from adjacent residential properties by a solid screen fence or wall.** Parking is located on the side and rear of the property. Parking is screened with an existing solid fence.
5. **Restaurant facilities or food service shall be optional; and any such facilities or service shall require the approval of the Jackson County Health Department.** The applicants are working with the County Health Department to obtain the necessary approvals and permits for food service.

6. **The residence shall comply with all requirements of the Building Code and the Fire Department that bring about compliance with significant safety requirements of the Uniform Building Code, Uniform Fire Code and Life Safety Code.** The applicants will comply with applicable building and fire codes.
7. **The Fire Department and other City departments shall be permitted to perform inspections as in any other business.** The applicants will comply with required property inspections.
8. **A bed & breakfast shall be subject to the landscaping requirements of Article 14.** The property has existing landscaping consistent with a residential use. The property also has a solid privacy fence along the side and rear property lines.
9. **No person shall be an occupant of a bed & breakfast inn for more than fourteen (14) consecutive days.** No guests are allowed to stay beyond the 14 day limit.

Ordinance Criteria. The criteria enumerated in Article 10 were considered in analyzing this request.

- The proposed rezoning is not expected to change the character of the neighborhood. The RP-3 allows for the continued use of the property as a single-family residence, but also allows for the use of the property as a bed & breakfast inn.
- The proposed rezoning for the operation of a bed & breakfast inn is compatible with the surrounding zoning and land uses. The existing zoning surrounding the subject property is composed of R-1, RP-2, PO, TNZ and PMIX zoning. The existing land uses surrounding the subject property are composed of single-family residences and office/commercial. The proposed RP-3 zoning is appropriate in an area where a transition occurs between residential and commercial zoning and land uses.
- The subject property is suitable for a bed & breakfast under both the existing RP-2 and proposed RP-3 zoning. More specifically, a bed & breakfast homestay may be permitted with a special use permit in both the RP-2 and RP-3 zoning district. A bed & breakfast inn may be permitted with a special use in the RP-3 zoning district, but not the RP-2 zoning district.
- The proposed rezoning is not expected to negatively impact the aesthetics or use of the subject property or the neighboring properties.
- The proposed rezoning is not expected to negatively impact the values of the subject property or neighboring properties.

In considering all the criteria and regulations, and taking into considerations the facts above, staff finds the use to be appropriate and recommends the approval of the special use permit.

Time Period. The applicants request a special use permit for a period of 10 years. There are currently no other bed & breakfasts in Lee's Summit for which to provide a comparison for the requested time period. Ten (10) years is consistent with special use permits granted for uses operating from existing developed sites. Staff supports the requested 10 year time period.

RGM/hsj

Attachments:

1. Site Plan with Parking, date stamped August 3, 2016
2. Business Plan for Bed & Breakfast Inn, date stamped August 3, 2016 – 9 pages
3. Applicant Response to Bed & Breakfast Conditions, date stamped August 3, 2016
4. Applicant Response to SUP Criteria, date stamped August 3, 2016 – 2 pages

5. Photos of Screened Parking Area -- 4 pages
6. Photos of Surrounding Properties, date stamped August 3, 2016 -- 4 pages
7. Support Letter from Downtown Lee's Summit Main Street, dated September 13, 2016
8. Support Letter from Natural Farm Soap Co, dated September 21, 2016
9. Location Map

SUP Application:

1) A-J in the UDO must be adhered to:

A. The existing exterior appearance of the business will not be changed.

B. We will have one resident manager onsite at all times.

C. The maximum number of guest rooms will be 3 bedrooms and 3 bathrooms. The attendant will have 1 designated bedroom and 1 designated bathroom.

D. We have a solid fence between the adjacent property to screen parking location.

E. We are working with Debbie Sees at the Jackson County Health Department around all provisions in the Bed and Breakfast Inn (i.e. food handler permit, licensing the kitchen).

F. We will comply with building codes and fire codes.

G. Our property will be inspected based on determination of the city.

H. We will comply with all landscaping requirements of article 13.

I. No guests will stay past the 14 day requirement as outlined.

J. We have noted and understand the considerations outlined by the committee for consideration.

-2016-154-

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AUG - 3 2016

Planning & Codes Admin



In considering a special use permit application, the Planning Commission and City Council will give consideration to the criteria stated below to the extent they are pertinent to the particular application. (See UDO Section 10.050.)

1. Character of the neighborhood.
2. Compatibility with adjacent property uses and zoning.
3. Suitability of the property for which the special use is being requested.
4. Extent to which the proposed use will negatively impact the aesthetics of the property and adjoining properties.
5. Extent to which the proposed use will injure the appropriate use of, or detrimentally affect, neighboring property.
6. Impact on the street system to handle traffic and/or parking.
7. Impact of additional storm water runoff to the existing system or to the water shed area if no storm sewer is available.
8. Impact of noise pollution or other environmental harm.
9. Potential negative impact on neighborhood property values.
10. Extent to which there is need of the proposed use in the community.
11. Economic impact upon the community.
12. Extent to which public facilities and services are available and adequate to satisfy the demand generated by the proposed use.
13. Comparison of the benefit gained to the public health, safety and welfare of the community if approved versus the hardship imposed upon the landowner if the requested application is denied.
14. Conformance to the UDO and current city policies and ordinances.
15. Recommendation of professional staff.
16. Consistency with permitted uses in the area in which the special use is sought.



LEE'S SUMMIT MISSOURI

SPECIAL USE PERMIT EXPLANATION

In addition to the special use permit criteria, special conditions relate to the operation of certain uses. From Article 10 of the UDO, list the special conditions that relate to the requested use. Explain **IN DETAIL** how this application meets each of the special conditions. **Failure to complete each will result in an incomplete application.**

SEE ATTACHED BUSINESS PLAN

1. THE STRUCTURE WILL RETAIN ALL CURRENT EXTERIOR CHARACTER TO MATCH EXISTING HISTORIC NEIGHBORHOOD

2. MIXED USE (COMMERCIAL, RESIDENTIAL) IN AREA

3. APPROPRIATE SIZE, LOCATION, HISTORIC, PRIVATE

4. NO NEGATIVE IMPACTS EXPECTED

5. NO NEGATIVE IMPACTS TO NEIGHBORING PROPERTY

6. WE WILL PROVIDE 4 DEDICATED PARKING SPOTS ON THE PROPERTY. 1 PER ROOM

7. MINIMAL IMPACT BY EXPANDING DRIVEWAY

8. ALL NOISE ORDINANCES WILL BE ENFORCED

9. NO NEGATIVE IMPACT TO PROPERTY VALUES

10. CURRENTLY NO BUSINESS OF THIS TYPE EXISTS IN DOWNTOWN LEE'S SUMMIT. GIVEN OTHER VENDORS, MORE ACCOMMODATIONS ARE NEEDED

11. MORE VISITORS TO DOWNTOWN LEE'S SUMMIT WILL HAVE A POSITIVE IMPACT

12. NO PUBLIC FACILITIES EXIST

13. INCREASED ECONOMIC VIABILITY VERSUS LOSS OF BUSINESSES

14. ALL CITY ORDINANCES APPLICABLE WILL BE ENFORCED

-2016-154-









Google Maps SW 3rd St



Image capture: Apr 2015 © 2016 Google

Lee's Summit, Missouri

Street View - Apr 2015

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-2016-154-

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Planning & Codes Admin

Google Maps SW 3rd St

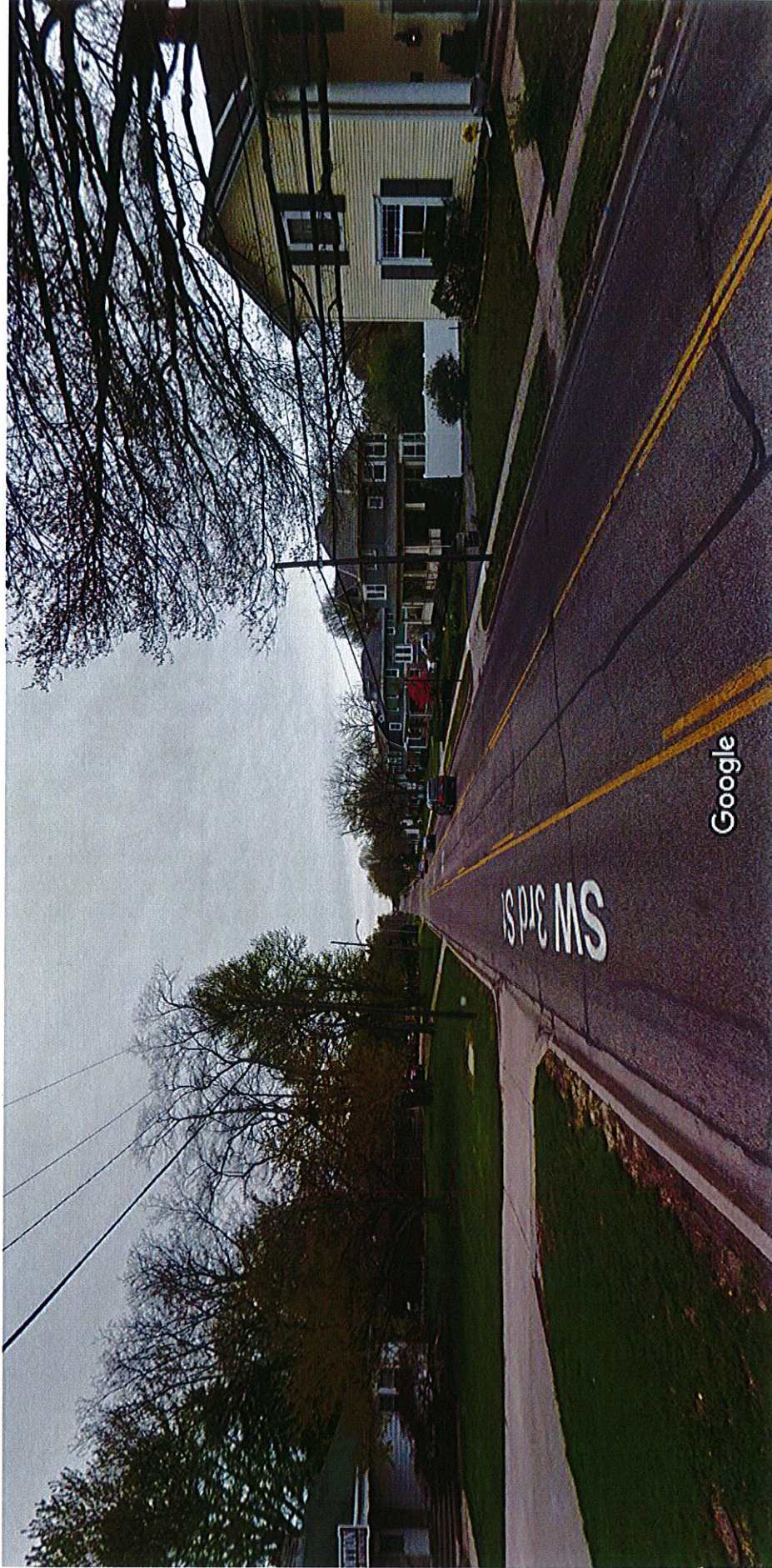


Image capture: Apr 2015 © 2016 Google

Lee's Summit, Missouri
Street View - Apr 2015

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AUG - 3 2016

Planning & Codes Admin ^{1/2}



Google Maps SW 3rd St

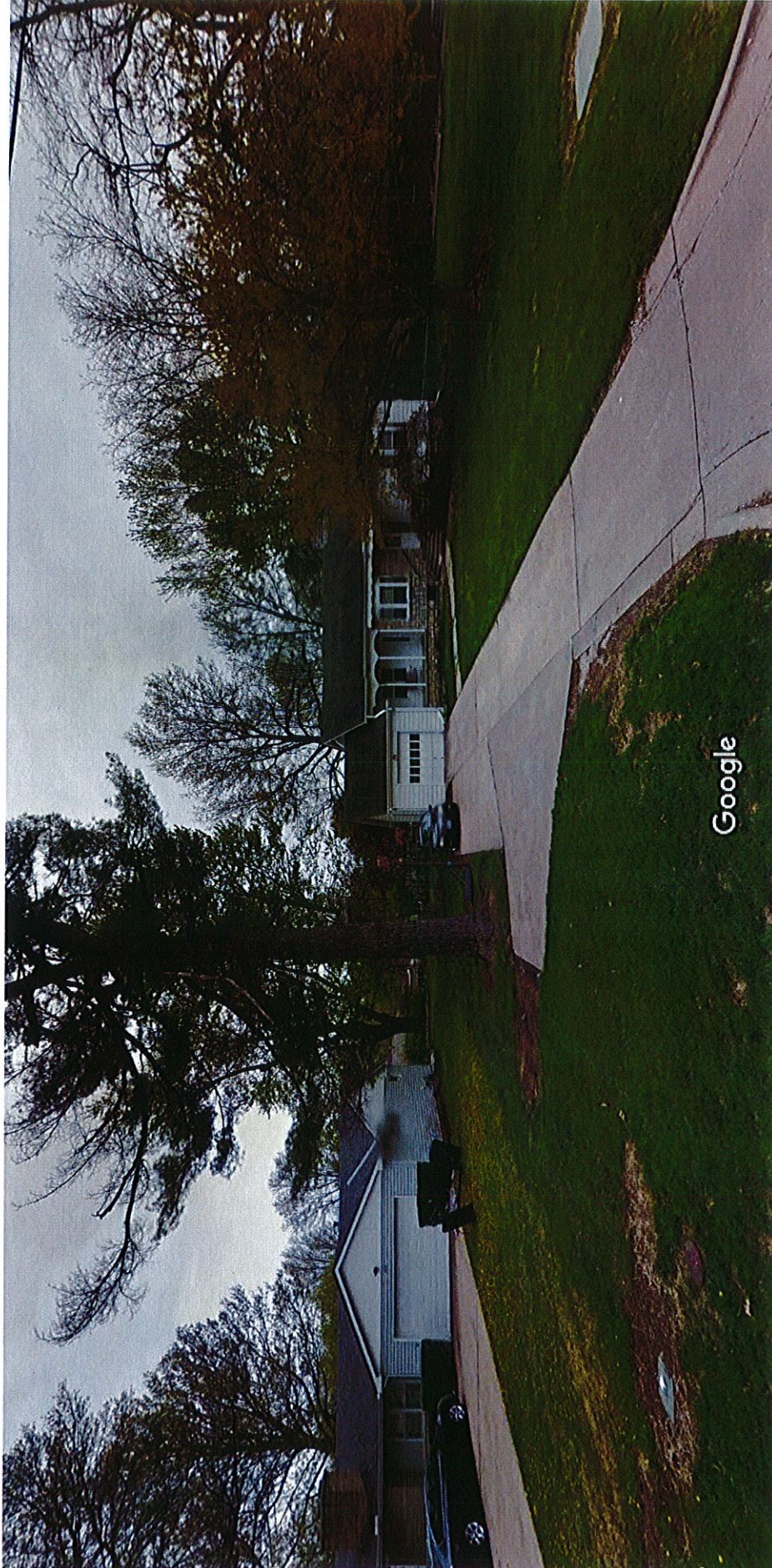


Image capture: Apr 2015 © 2016 Google

Lee's Summit, Missouri
Street View - Apr 2015

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- 2016 - 154 -

Planning & Codes Admin



<https://www.google.com/maps/@38.9108294,-94.3811681,3a,75y,191.73h,90.56t/data=!3m6!1e1!3m4!1sxze-yWnJ55rjEESH9rUymQ!2e0!7!133!2!8!66666!6m1!1e1>

Google Maps SW 3rd St

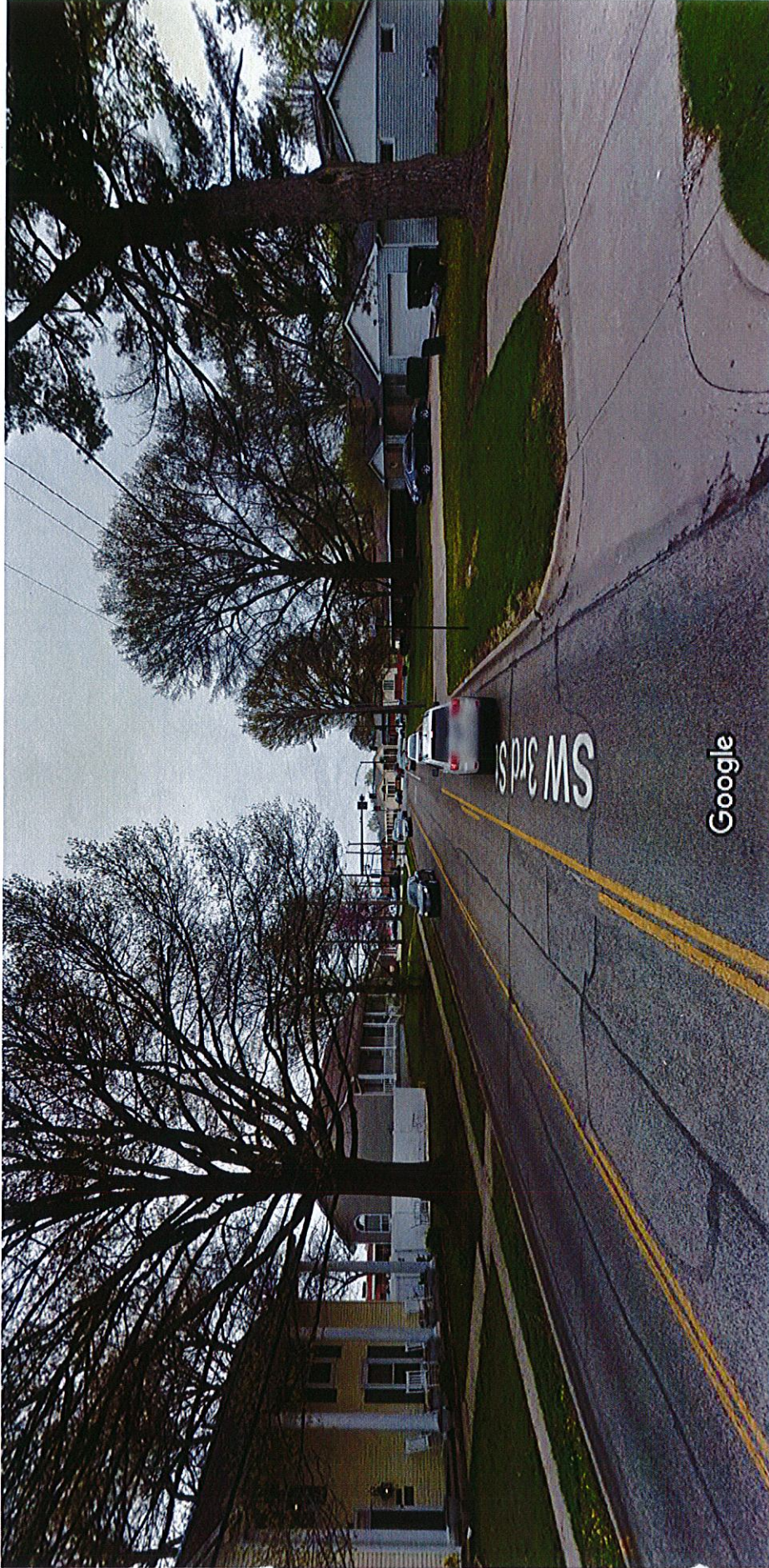


Image capture: Apr 2015 © 2016 Google

Lees Summit, Missouri
Street View - Apr 2015



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- 2016 - 154 -

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Planning & Codes Admin

**Appl. #PL2016-154 SUP for bed & breakfast inn
The Browning, 202 SW 3rd St;
Harlen & Liesl Hays, applicant**



Packet Information

File #: BILL NO. 16-221, **Version:** 1

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT TRANSITIONAL NEIGHBORHOOD ZONE (TNZ) TO DISTRICT PLANNED OFFICE (PO), APPROXIMATELY 3.13 ACRES LOCATED AT 2 NE DOUGLAS ST., ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

First Motion: I move for a second reading of AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT TRANSITIONAL NEIGHBORHOOD ZONE (TNZ) TO DISTRICT PLANNED OFFICE (PO), APPROXIMATELY 3.13 ACRES LOCATED AT 2 NE DOUGLAS ST., ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Second Motion: I move for adoption of AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT TRANSITIONAL NEIGHBORHOOD ZONE (TNZ) TO DISTRICT PLANNED OFFICE (PO), APPROXIMATELY 3.13 ACRES LOCATED AT 2 NE DOUGLAS ST., ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 16-221

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT TRANSITIONAL NEIGHBORHOOD ZONE (TNZ) TO DISTRICT PLANNED OFFICE (PO), APPROXIMATELY 3.13 ACRES LOCATED AT 2 NE DOUGLAS ST., ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2016-166, requesting a change in zoning classification from District Transitional Neighborhood Zone (TNZ) to District Planned Office (PO), approximately 3.13 acres located at 2 NE Douglas St.; submitted by First Baptist Church, was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the request on October 11, 2016, and rendered a report to the City Council recommending that the zoning requested be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on October 13, 2016, and rendered a decision to rezone said property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the following described property is hereby rezoned from District TNZ to District PO:

LOT 1, FIRST BAPTIST CHURCH OF LEE'S SUMMIT ADDITION

SECTION 2. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Unified Development Ordinance, enacted by Ordinance No. 5209 and amended from time to time.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO. 16-221

APPROVED by the Mayor of said city this _____ day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

City of Lee's Summit

Department of Planning & Codes Administration

October 7, 2016

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director *Uly Fox RGM*
RE: **PUBLIC HEARING – Appl. #PL2016-166 – REZONING from TNZ to PO – First Baptist Church, 2 NE Douglas St.; First Baptist Church, applicant**

Commentary

The applicant proposes to rezone the approximately 3.13-acre site located at 2 NE Douglas St. from TNZ (Transitional Neighborhood Zone) to PO (Planned Office). The property is developed with a church. No additional development or redevelopment of the site is proposed as part the rezoning request. The request for rezoning solely stems from the applicant's proposal to replace the existing monument sign along NE Douglas St. with a new monument sign that has an electronic message board. Electronic message board monument signs are not permitted under the existing TNZ zoning, but are allowed under the proposed PO zoning.

Recommendation

Staff recommends **APPROVAL** of the rezoning.

Project Information

Proposed Use: church (existing)

Current Zoning: TNZ (Transitional Neighborhood Zone)

Proposed Zoning: PO (Planned Office)

Land Area: 3.13 acres (136,342 square feet)

Number of Lots: 1 lot

Location: 2 NE Douglas St.; located on the west side of NE Douglas St., bounded by NE Main St. to the west, NE 1st St. to the south, and NE Maple St. to the north.

Surrounding zoning and use:

North (across NE Maple St.): R-1 (Single-family Residential) — single-family residences

South (across NE 1st St): CBD (Central Business District) — United Methodist Church

East (across NE Douglas St.): R-1 (Single-family Residential) — single-family residences;
PO (Planned Office) — barber shop and satellite First Baptist Church parking lot

West (across NE Main St. and Union Pacific railroad): CP-2 (Planned Community Commercial District) — single-family residences and industrial uses; PI (Planned Industrial) — industrial uses

Background

- June 14, 1867 – The property was platted as part of the WB Howards, 1st Addition.
- January 12, 1954 – The Board of Aldermen adopted the Zoning Ordinance of the City of Lee's Summit, which established zoning for the city, by Ordinance No. 421. The subject property was zoned District A (Residential Dwelling and Multiple Dwelling House District).

- February 14, 1957 – The Board of Aldermen adopted an amended Zoning Ordinance of the City of Lee's Summit, which established new zoning district classifications, by Ordinance No. 507. The subject property was rezoned from District A to District C-1 (Local Business and Light Industrial).
- March 27, 1962 – The Board of Aldermen adopted an amended Zoning Ordinance of the City of Lee's Summit, which established new zoning district classifications, by Ordinance No. 715. The subject property was rezoned from District C-1 to District C-0 (Non-Retail Business).
- April, 1973 – The Board of Aldermen adopted amended Zoning Ordinance No. 715 of the City of Lee's Summit, which replaced District C-0 with District R-0 (Non-Retail), by Ordinance No. 1444. The subject property's zoning changed accordingly.
- February 6, 1990 – The City Council approved the final development plan for the First Baptist Church at 2 NE Douglas St.
- February 25, 1991 – The Planning Commission approved a revised final development plan (Appl. #1991-063) for the First Baptist Church at 2 NE Douglas St.
- November 1, 2001 – The Unified Development Ordinance (UDO) went into effect and replaced District R-O (Non-Retail Business) with District PRO (Planned Residential Office) by Ordinance No. 5209. The subject property's zoning changed accordingly.
- September 15, 2005 –The City rezoned the property to TNZ (Appl. #2005-162), by Ordinance No. 6048.

Analysis of Rezoning

Comprehensive Plan. The Old Lee's Summit Development Master Plan, as part of the 2005 Lee's Summit Comprehensive Plan, identifies this area as being within the Downtown Core.

Surrounding Uses. The property to the north, across NE Maple St., is zoned R-1 and is comprised of single-family homes and vacant ground. The property to the east, across NE Douglas St., is zoned R-1 and PO and is comprised of single-family homes and a parking lot (First Baptist Church satellite parking). The property to the south, across NE 1st St., is zoned CBD and is comprised of the United Methodist Church. The property to the west, across NE Main St. and Union Pacific railroad right-of-way, is zoned CP-2 and PI and is comprised of single-family residences and industrial uses.

Request. The applicant proposes to rezone 3.13 acres from TNZ to PO for the purpose of erecting an electronic message board monument sign. Electronic message board monument signs are not permitted in the TNZ zoning district under Article 13 (Signs) of the UDO, but they are permitted in the PO zoning district.

Recommendation. Staff believes the proposed rezoning to be appropriate for this property, as nearby properties to the north and east are also zoned PO. The church has no immediate plans for any redevelopment of this site. The request for a change in zoning is strictly for the allowance of an electronic message board monument sign.

Ordinance Criteria. The criteria enumerated in Article 4 were considered in analyzing this request.

- The proposed rezoning is not expected to change the character of the neighborhood. The PO zoning allows for the continued use of the property as a church, but also allows for the church to erect an electronic message board monument sign.

- The proposed rezoning is not expected to negatively impact the aesthetics or use of the subject property or the neighboring properties.
- The proposed rezoning is not expected to negatively impact the values of the subject property or neighboring properties.

In considering all the criteria and regulations, and taking into considerations the facts above, staff finds the use to be appropriate and recommends the approval of the rezoning.

Code and Ordinance Requirements to be met Following Approval

The items in the box below are specific to this subdivision and must be satisfactorily addressed in order to bring this plat into compliance with the Codes and Ordinances of the City.

Fire

1. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to the safety to fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code.

Planning and Codes Administration

2. Sign permits shall be obtained prior to installation of any signs through the Department of Planning and Codes Administration. All signs proposed must comply with the sign requirements as outlined in the sign section of the Unified Development Ordinance.

RGM/jmt

Attachments:

1. Rezoning Exhibit, dated September 21, 2016
2. Area Zoning Map
3. Location Map

FIRST BAPTIST CHURCH OF LEE'S SUMMIT ADDITION

LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

7-10-1876

DESCRIPTION: THIS SUBDIVISION IS A RESURVEY OF ALL OF BLOCK 12, "WILLIAM B. HOWARD'S FIRST ADDITION", A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, AND THE VACATED ALLEY THEREIN, IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 47, RANGE 31, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERLYMOST CORNER OF SAID BLOCK 12; THENCE NORTH 28°-52'-27" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 12, A DISTANCE OF 401.52 FEET MEASURED (PLAT = 400 FEET) TO THE WESTERLYMOST CORNER THEREOF; THENCE NORTH 61°-09'-24" EAST, ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 12, A DISTANCE OF 339.85 FEET MEASURED (PLAT = 340 FEET) TO THE NORTHERLYMOST CORNER THEREOF; THENCE SOUTH 28°-52'-11" EAST, ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 12, A DISTANCE OF 401.09 FEET MEASURED (PLAT = 400 FEET) TO THE EASTERLYMOST CORNER THEREOF; THENCE SOUTH 61°-09'-07" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 12, A DISTANCE OF 339.82 FEET MEASURED (PLAT = 340 FEET) TO THE POINT OF BEGINNING, CONTAINING 136,379 SQUARE FEET OR 3.13 ACRES, MORE OR LESS.

DEDICATION: THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS "FIRST BAPTIST CHURCH OF LEE'S SUMMIT ADDITION".

IN TESTIMONY WHEREOF: THE UNDERSIGNED PROPRIETORS OF THE ABOVE TRACT OF LAND HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS 3rd DAY OF May, 1991

THE FIRST BAPTIST CHURCH OF LEE'S SUMMIT,
A NOT-FOR-PROFIT CORPORATION

BY Eugene L. Lang (PRESIDENT) ATTEST: Gail Guffey (SECRETARY)
EUGENE L. LANG (PRESIDENT) GAIL GUFFEY, SECRETARY

STATE OF Missouri)
COUNTY OF Jackson) SS.

ON THIS 3rd DAY OF May, 1991, BEFORE ME PERSONALLY APPEARED EUGENE L. LANG, OF FIRST BAPTIST CHURCH OF LEE'S SUMMIT, A MISSOURI NOT-FOR-PROFIT CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND ITS BOARD OF DIRECTORS.

IN WITNESS WHEREOF: I HAVE HEREUNTO SET MY HAND AFFIXED MY SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES July 5, 1991

John R. Miller
NOTARY PUBLIC PRINT NAME

APPROVED Susan Van Petten DATE May 16, 1991
SUSAN VAN PETTEN, DIRECTOR-COMMUNITY DEVELOPMENT

APPROVED William T. Stockhausen DATE 16 May 91
WILLIAM T. STOCKHAUSEN, CITY ENGINEER

PURSUANT TO ORDINANCE NO. 2211, CITY OF LEE'S SUMMIT, MISSOURI.
ATTEST Denise R. Chisum DATE May 16, 1991
DENISE R. CHISUM, CITY CLERK

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THE PLAT OF "FIRST BAPTIST CHURCH OF LEE'S SUMMIT ADDITION" IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AS ESTABLISHED BY THE DEPARTMENT OF NATURAL RESOURCES DIVISION OF GEOLOGY AND LAND SURVEYS OF THE STATE OF MISSOURI.

ANDERSON SURVEY COMPANY, INC.
8412 EAST 87TH STREET
KANSAS CITY, MISSOURI 64138

BY James S. Anderson
JAMES S. ANDERSON
MISSOURI REGISTERED LAND SURVEYOR NO. 1726

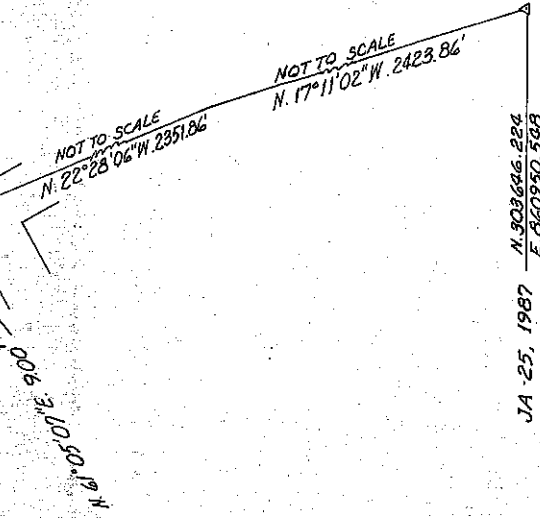
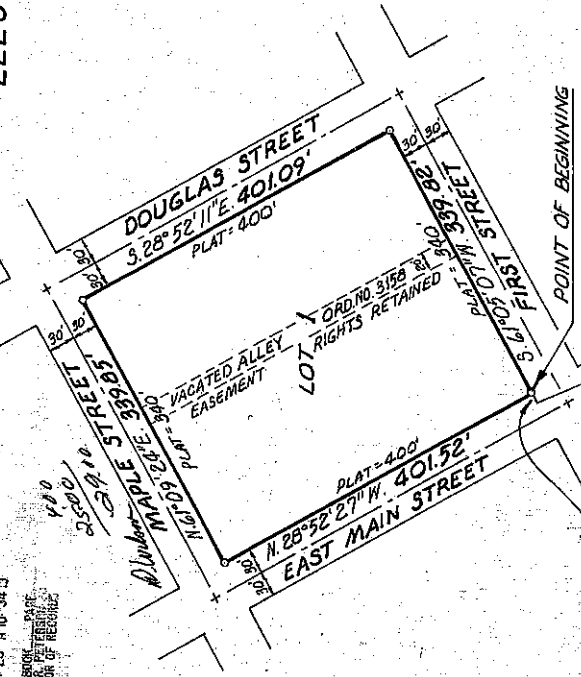
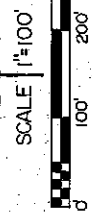
DATE April 29, 1991

-2016-166-

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Planning & Codes Admin

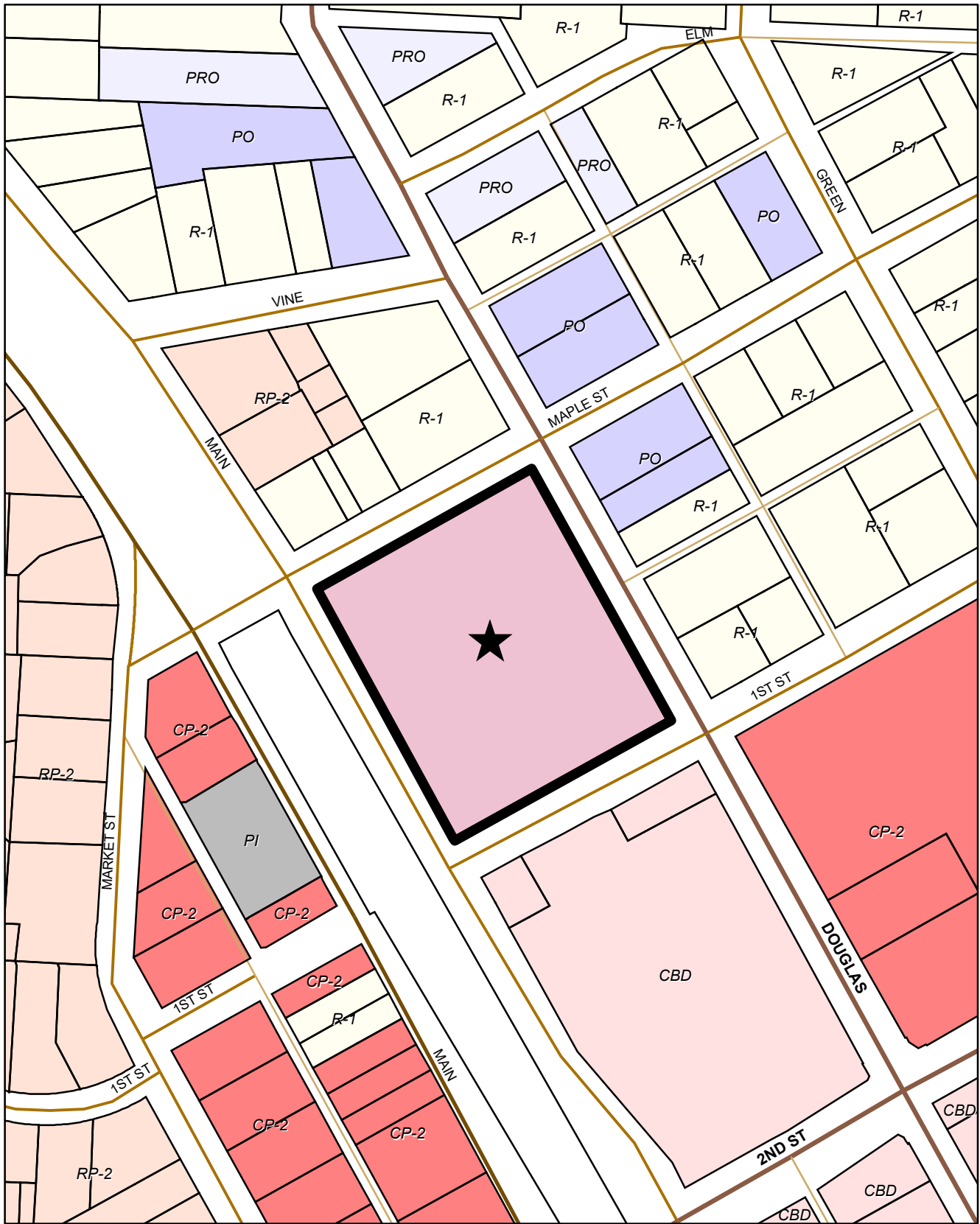


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SET ALUMINUM CAP ON IRON PIN

COUNTY ASSESSOR Steven A. Campbell 7/1/91

Area Zoning Map



N



#PL2016-166-REZONING FROM TNZ TO PO
FIRST BAPTIST CHURCH
2 NE DOUGLAS ST.
FIRST BAPTIST CHURCH, APPLICANT



Packet Information

File #: 2016-0609, **Version:** 1

Presentation and Review of Economic Development Incentive Policy - Chapter 100 Incentive Program for multi-family residential projects

Issue/Request:

Presentation and Review of Economic Development Incentive Policy - Chapter 100 Incentive Program for multi-family residential projects

Key Issues:

Staff will be presenting an overview of the Economic Development Incentive Policy with regard to the use of incentives for multi-family residential projects and the Chapter 100 incentive program associated with previous projects considered.

Since the adoption of the Economic Development Incentive Policy in 2015, various commercial, industrial, mixed-use and multi-family residential projects requesting incentives have been considered and others are in progress at this time.

Within the last couple years, the City has seen an increased interest in utilizing the Chapter 100 incentive program for the construction and development of multi-family residential projects within certain areas of the community. Staff will be providing an overview of how these projects have been processed utilizing the guidance provided from the Economic Development Policy, and review the structuring of the Chapter 100 incentive requests associated with the multi-family residential projects. The purpose of the discussion and review is to inform the Mayor and Council of the increased interest in Chapter 100 incentives for multi-family residential projects and explain the general use of the Chapter 100 program, and seek feedback and direction on any suggested revisions or enhancements to the Economic Development Incentive Policy.

Proposed City Council Motion:

No motion necessary - informational and discussion only

Background:

Since the adoption of the Economic Development Policy, the Council has considered two Chapter 100 incentive requests for multi-family residential projects. Since consideration of the two projects, staff has received additional requests to utilize the Chapter 100 program for proposed multi-family residential projects. Staff felt it would be beneficial to discuss the Economic Development Policy and Chapter 100 program use for multi-family residential projects on a policy level, while not considering a specific project proposal, to seek any feedback and direction from the Mayor and Council on the manner in which these requests are considered and processed utilizing the policy. The adopted Policy includes various components such as:

- * The Economic Development Vision
- * Areas of Focus

- * Availability of Incentives and guidelines for use
- * Strategic Direction and Targeted Outcomes
- * Targeted Areas for Development or Redevelopment
- * Overview of Incentives and Application/Review processes

Presenter: Mark Dunning, Assistant City Manager of Development Services and Communications, and Rich Wood, Gilmore & Bell P.C., City's Economic Development Counsel



Economic Development
Incentive Policy



LEE'S SUMMIT
MISSOURI

Adopted by ordinance #7588 on;

February 19, 2015

Amended on;

October 1, 2015

Administrative Update;

June 21, 2016

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ECONOMIC DEVELOPMENT VISION

The purpose of every vision statement is to describe a desired future outcome. This vision guides our decision making to allow for a consistent review and discussion of economic development and the use of incentives. It is the intent of the Mayor and City Council, City staff, and community partners to help align and direct resources to obtain this vision. In 2013, the Mayor and City Council, with input from our community partners, adopted the following vision;

Economic Development Vision Statement of the Lee’s Summit City Council:

Lee’s Summit will build upon and promote its unique downtown, educational excellence and cultural heritage to create and nurture a business environment which fosters entrepreneurship, commercial and neighborhood redevelopment, and the attraction and retention of high quality jobs in targeted businesses. In doing so, the tax base will grow ensuring the City’s continued ability to deliver an outstanding quality of life and services to both businesses and residents.

The Economic Development Vision emphasizes five areas of focus: Downtown, Entrepreneurship, Redevelopment, Attraction and Retention, and Targeted Businesses. The areas of focus represent a strategic need that is part of a broader economic development strategy. **These areas of focus inform us as to ‘how’ the community should develop; through investment in Downtown Lee’s Summit, entrepreneurship, redevelopment, and the attraction and retention of targeted jobs and businesses.**

USE OF INCENTIVES

The City of Lee’s Summit is prepared to strategically and responsibly consider the use of incentive programs to meet our economic development goals and outcomes. It is the City’s philosophy to be accommodating to targeted businesses that support our vision that has been outlined by the City Council. In accordance with our areas of focus and targeted outcomes, the City of Lee’s Summit may provide a level of incentive as outlined in the following matrix.

Availability of Incentives							
	Areas of Focus					Guidelines	
	Downtown	Entrepreneurship	Redevelopment	Attraction/Retention	Targeted Businesses	Minimum Investment	*Incentive
Incentives	TIF	X		X	X	X	\$5m New / \$3m Existing **25%
	CID	X		X	X	X	Public Improvement Required up to 1 cent
	NID	X		X	X	X	Public Improvement Required Special Assessment
	TDD	X		X	X	X	Public Improvement Required up to 1 cent
	Chapter 100	X		X	X	X	\$5m New / \$3m Existing 50% - 10 yrs
	Chapter 353	X		X	X	X	\$5m New / \$3m Existing 50% - 10 yrs
	LCRA	X		X	X	X	\$500k 50% - 10 yrs
	Sales Tax Reimbursement			X	X	X	\$250k (Public Improvements) up to 1/2 cent
	Site Specific Incentives	X	X	X	X	X	TBD TBD

* If request is below the listed amount City staff may proceed with review and presentation to Council. If request exceeds listed amount a conceptual presentation shall first be made to the City Council before proceeding with request.

** The value of the incentive is calculated by multiplying the cap amount and the total private development cost. Private development costs and activities are items that will not have public ownership.

STRATEGIC DIRECTION

The Mayor, City Council, and community partners have worked to clearly identify targeted development outcomes and targeted areas for development to communicate the City's economic development goals. **These outcomes, or goals, have been created to inform prospective investors of 'what' is desired by development that may make use of incentives.**

Targeted Outcomes

The City is seeking investment that supports or benefits;

- **The development and maintenance of infrastructure**

Development projects are encouraged to exhibit a public benefit through improvement, creation, or expansion of public infrastructure. In particular there is an interest for opportunities where the expansion of public infrastructure may create new economic development areas. This can include the development of bridges, streets, signals, stormwater facilities, removal of blight, water and sewer utilities.

- **Attracts or retains targeted businesses**

The City of Lee's Summit currently enjoys a residential base comprised of highly educated and highly skilled individuals. Creating employment opportunities that allow these individuals to advance their careers within the City of Lee's Summit is a priority. We seek employers that will leverage our existing strengths and workforce resources. We also seek economic sectors that have strong growth potential in the future. The City strives to be a regional hub that provides a fertile environment for the development of technology and healthcare industries, manufacturing, and entrepreneurship.

To be considered a targeted business, the business shall help create an environment where work opportunities exist to support family households. A quality life is a combination of good income, health, family, and leisure activities. These life experiences are more likely to occur when the workplace is in Lee's Summit. A common measurement of quality jobs is income. Indexes such as compensation that equals or exceeds the average pay for Jackson County, Missouri workers, is often used as a standard.

- **Preserves or enhances residential developments**

The City of Lee's Summit strives to provide a high quality of life for its residents. Residential development projects should provide an environment that attracts residents by incorporating quality design standards. We are seeking future residential communities that offer housing choices to attract next generations as well as supporting today's lifestyles. Residential developments that are incentivized should improve livability by enhancing the accessibility to needs and services. Careful consideration will be given to the impact on other taxing jurisdictions.

- **Allows for business retention or expansion**

Retaining our existing economic base is vital to providing reliable municipal services. The City of Lee's Summit seeks to promote an environment that will encourage growth and sustainability of the existing economic base. This can be accomplished through partnership opportunities with those looking to grow their business.

- **Helps generate a positive community image**

The City of Lee's Summit seeks to be recognized as a community that possesses high quality commercial and residential development that is well planned, meets diverse needs, and exceeds community expectations. This approach has helped identify Lee's Summit as a vibrant city with a dynamic spirit of cooperation among its diverse citizens, businesses, organizations, education systems, and local government.

TARGETED AREAS FOR DEVELOPMENT

The Mayor and City Council has established targeted areas for development. **These targeted areas were defined to help inform investors of 'where' development and redevelopment is most desired.** Summaries of each geographic area and map can be found in the following section.

Douglas/Tudor Rd. Targeted Planning Area:

Boundary description: NE Douglas St. on the east, US 50 Highway on the west, Chipman Rd. to the south and Colbern Rd. to the north

General overview: This area includes multiple large acreage - undeveloped tracts currently zoned for Planned Mixed Use, Planned Industrial and Planned Office uses. The Union Pacific rail line bisects the targeted planning area. Infrastructure improvements within this area include the re-alignment of NW Blue Parkway near Unity Village along with associated water and sewer line relocations, construction of the Tudor Road bridge which will connect NE Douglas Street to NW Ward Rd. Phase I of the road and bridge project is completed with Phase II (bridge and Tudor Rd. west of railroad) scheduled to begin late fall of 2015 and be completed by the end of 2016. Sewer and water infrastructure exists to serve the general area. The Summit Place shopping center Preliminary Development Plan has been approved and efforts are underway to continue to develop in and around the Summit Technology Campus with the Summit Innovation Center/Missouri Innovation Campus projects receiving approval. Many of the properties are served by major roads providing excellent frontage to the properties, including Douglas Street, Chipman Road, Ward Road, Blue Parkway and Colbern Road. Highway frontage exists along both sides of the I-470 corridor. One rail spur exists to undeveloped property immediately south of I-470. The NW Main Street area is currently a 'metal building area' and much of the property is owned by a single property owner (Lowenstein).

I-470 North Targeted Planning Area:

Boundary description: I-470 Corridor north of Colbern Road to the north City limits

General overview: This area is largely undeveloped primarily due to the approximate 1,100 acres owned by Property Reserve, Inc. on the east side of I-470. Some undeveloped acreage exists on the north side of Colbern Rd. however development of this area would likely require significant sewer and traffic improvements. Within the Ralph Powell Rd. corridor various new development opportunities exist and infrastructure is available to these undeveloped parcels. The Wilshire Care Center continues to expand its footprint with additional residential independent living units currently under construction on the north side of Strother Rd. Some undeveloped lots exist within the Lakewood Business Park and commercial growth could occur on the NE corner of I-470 & Bowlin Rd (Captain's Wharf). Approximately 102 acres currently zoned Agricultural exists at the east end of Bowlin Rd. (Comprehensive Plan identifies this area for commercial and medium density residential). Currently the City is considering a 68 acre, 160 lot residential subdivision for this area. Other undeveloped areas in this corridor would prove to be challenging to develop due primarily to topography.

Airport Targeted Planning Area:

Boundary description: I-470 on the east and south, Lee's Summit Road on the west, Strother Road and Lakewood Residential subdivision on the north

General overview: The City owns a significant portion of the Targeted Planning Area for the Airport and related improvements or protection areas. Parcels along the I-470 corridor, east of the Airport are prepared for new development with infrastructure in place. Undeveloped parcels exist on the north and west sides of the Airport, however infrastructure to these areas would be necessary. Large lot residential developments exists along much Lee's Summit Road. A preliminary development plan has been approved for the development of St. Michael the Archangel Catholic High School located south of Strother Rd and east of Lee's Summit Road.

I-470 Chipman/Colbern Targeted Planning Area:

Boundary description: Colbern Rd/City Limits on the north, US 50 Highway on the east, Chipman Rd. on the south and View High/City Limits on the west.

General overview: West of US 50 Highway and north of I-470 land reclamation is occurring and much of the undeveloped area is undermined. South of I-470 opportunities for development exist along the west side of Pryor Rd. however relocation of transmission electrical lines would be necessary, and a fair amount of this area is undermined further west of Pryor Rd. The target planning area is bisected by the inactive Rock Island rail line and Cedar Creek. Planning efforts are continuing with the Paragon Star project (soccer complex/mixed use development at the View High/I-470 interchange).

View High Corridor Targeted Planning Area:

Boundary description: City limits on north, railroad and residential subdivisions to the east, Longview Road on the south and View High on the west.

General overview: Planning efforts continue with the Paragon Star proposed project at View High & I-470. The Lee's Summit United Methodist Church is preparing to begin construction of a new Church at View High and Chipman Rd. Large lot residential and undeveloped parcels exist along View High Drive with interest in mixed use development all along the View High corridor from I-470 to Longview Farm.

Longview Farm continues to see development and redevelopment with the overall vision to rehabilitate many of the historic structures of Longview Farm.

Downtown Core Targeted Planning Area:

Boundary description: City's Downtown Core as generally defined within the boundaries of Chipman Road, 291 North, and US 50 Hwy.

General overview: The Lee's Summit United Methodist Church continues to be marketed for sale, Grider Orthodontics at 3rd & Market is under construction, Hartley's Block / Vogue Condos / Parking Garage project continue to progress, planning continues on Market Center for Ideas, WPA Post office renovation to Historic Museum underway, Arnold Hall property is out for RFP.

M-291 North Corridor Targeted Planning Area:

Boundary description: North M-291 Commercial corridor from US 50 Hwy to Colbern Rd.

General overview: The corridor is mostly developed with redevelopment opportunities present. The old Sears building has been redeveloped into an At-Home furnishings store, Hy-Vee Gas & convenience store has recently opened, development interest in undeveloped parcel at Mulberry & 291, Old Fire Station #2 property sold for re-use, Party City constructing a new facility within the Ritter Plaza area. The former Deal's discount store has been redeveloped into Ted's Café Escondido and the former Sheridan's Custard is being renovated to accommodate Andy's Frozen Custard.

US 50 Hwy Corridor Targeted Planning Area:

Boundary description: US 50 Hwy Commercial corridor from Chipman Rd south and east to City limits.

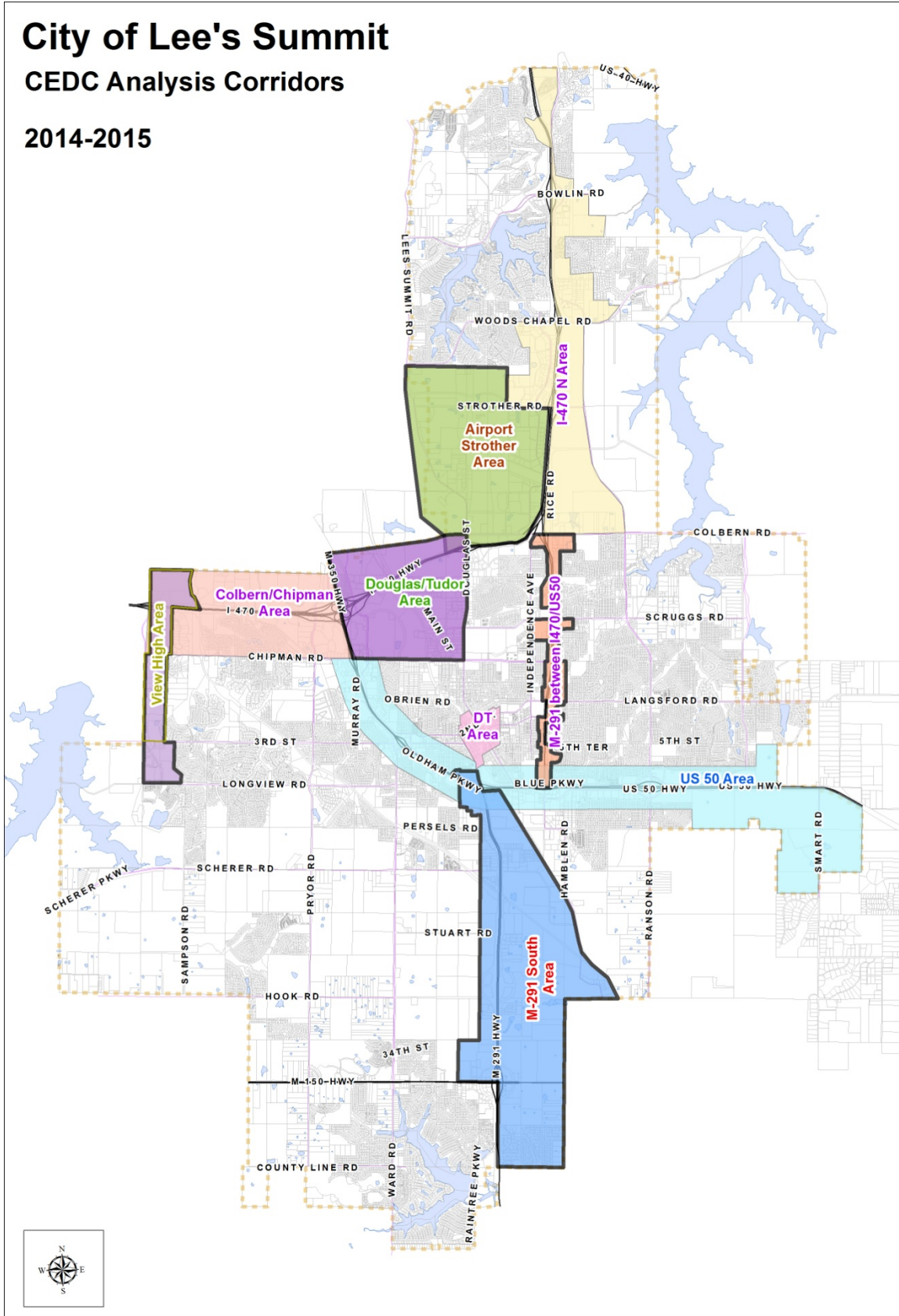
General overview: This area contains many opportunities for redevelopment as well as new development. Planned and funded interchange improvements forthcoming for South M-291 & US 50 Hwy interchange as well as Blackwell Rd. & US 50 Hwy interchange. Redevelopment opportunities include: Old Lee's Summit Hospital, former Adesa & Calmar sites, Oldham Court (near Home Depot). With regard to new development, Todd George Marketplace is under construction with Price Chopper forthcoming, a planned Cooperative residential project east of LS Medical Center. With the Blackwell interchange and frontage road improvements there is great potential for new development in the eastern portion of US 50 Hwy however water and sewer infrastructure will likely be challenging south of US 50 towards Smart Road. A lift station would be necessary to sewer the annexed property referenced above.

South M-291 Targeted Planning Area:

Boundary description: M-291 South corridor (south of Us 50 Hwy) to the railroad tracks on the east, south to the southern City limits.

General overview: Potential redevelopment projects include Pine Tree Plaza shopping center, Adesa, Calmar, Pfizer, Market to Jefferson corridor (metal buildings). Wal-Mart pursuing development north of M-150. A significant portion of this planning area lacks sewer, transportation and water infrastructure to support development, specifically towards southern Lee's Summit. Bailey Road bridge scheduled to open by the end of 2015.

TARGETED AREAS FOR DEVELOPMENT





APPENDIX

Guidelines & Resources



COMMUNITY PROFILE

Lee's Summit has celebrated its 150th anniversary. The sesquicentennial marks the founding the of the 11-block area that was the Town of Strother back in 1865. Decades and decades later, Lee's Summit finds itself a booming suburb, just miles southwest of Kansas City.

A town of 93,000-plus that stretches over 65-square-miles, Lee's Summit's proximity to Interstate 470, U.S. 50, Missouri 291 and Missouri 150 make it a regional destination for residents, businesses and tourists; hefty population growth in the last 30 years has been met with a thriving business environment – more than 3,200 businesses call Lee's Summit home – as well as a youthful edge with 17,000-plus students attending the Lee's Summit R-7 School District and a thriving parks and recreation system featuring dozens of areas to stay healthy.

The City of Lee's Summit, along with vital partners from the Lee's Summit Economic Development Council, Chamber of Commerce and Downtown Lee's Summit Main Street have worked in tandem to market a message that would differentiate Lee's Summit. Our community is our DNA.

Lee's Summit's community spirit approach to business represents a collaborative, pro-business atmosphere, which we (and our business partners) have found to be conducive in attracting and retaining business investment and job creation. We believe this is how it's supposed to be.

Demographics

Like many suburban communities across the United States, Lee's Summit began to experience its transformation from a rural, mostly agrarian community to a suburban community in the decades after the Second World War. As the city grew, its population nearly doubled every decade. In 1980, the population was approximately 28,000. By 1990 the population had reached 46,500. From 1990 to 2000, the city experienced a 53 percent increase in population, and another 29 percent increase from 2000 to 2010. Today, the population is approximately 93,000. The median age is 36. The median household income is \$76,179. And, 42% of the residents have a Bachelor's degree or higher.

Transportation Corridors

The City is well served by several interstate, federal and state highways. Interstate 470, which rings the southeastern portion of the metropolitan area connecting Interstate 70 to Interstate 435, dissects Lee's Summit. U.S. Highway 50, and Missouri Routes 291 and 150 also go through Lee's Summit providing access to Kansas City and the surrounding area. Significant road improvements throughout the community over the past 10 years have enhanced safety, alleviated traffic congestion, and opened areas for development. The railroad still plays a role in the city's transportation access and development.

Employment and Economy

The City has a broad spectrum of employers including companies that manufacture everything from plastic containers to tools to electronic components. In addition to manufacturing, there is a wide variety of services such as customer service centers for pharmaceuticals and telecommunications firms, data management and processing centers, and educational institutions. There are 16 businesses in Lee's Summit with 250 employees or more, with eight of these businesses employing over 500.

The health sector has become a major component of the Lee's Summit economy with two regional hospitals having been built within the last nine years. Saint Luke's East Hospital, built in 2005, is a state-of-the-art, 171-bed facility situated on a 40-acre campus on the corner of Interstate 470 and Douglas. Lee's Summit Medical Center, built in 2007, is a full-service acute care facility with 64 beds located at U.S. Highway 50 and Todd George Parkway. In addition to these hospitals, there are numerous physician

offices and clinics that have made Lee’s Summit one of the regional hubs for advanced medical care in western Missouri.

The City has seen its retail base increase significantly over the past decade. Summit Woods Crossing, an 800,000 square foot power center, opened in 2001 at the southwestern corner of the Interstate 470 and U.S. Highway 50 interchange. Tenants include Lowe’s, Kohl’s, Best Buy, Target, and Dick’s Sporting Goods, as well as specialty stores and restaurants. Summit Fair, a 486,000 square foot open-air life style center, opened in 2009. Anchored by a Macy’s and JCPenney, the center also includes several nationally known junior tenants. Approval was recently given to a third shopping center that will provide an additional 366,000 square feet of retail space.

CITY OF LEE’S SUMMIT MAYOR AND CITY COUNCIL



Mayor Randy Rhoads

District 1



Rob Binney



Diane Forte

District 2



Trish Carlyle



Craig Faith

District 3



Diane Seif



Phyllis Edson

District 4



Dave Mosby



Chris Moreno

Community Partners

The City has numerous partnerships to enhance service delivery in an effort to accomplish community and stakeholder goals. In addition to education providers and civic groups, key economic development partners include; Lee's Summit Economic Development Council, Lee's Summit Chamber of Commerce, and Downtown Lee's Summit Main Street.

Lee's Summit Economic Development Council

The LSEDC is a public-private sector partnership devoted to improving the economic well-being of residents and businesses in Lee's Summit through its mission; *'To attract and retain business investment and jobs by partnering with allies to create and market a high-quality-of-life, pro-business community.'*

The LSEDC provides a wide range of services which are designed to assist those wanting to invest in our community. Services include;

- Site Location Services
- Business Assistance Programs
- Research and analysis
- Incentive Identification and application

**Lee's Summit Chamber of Commerce**

The Chamber is dedicated to *'... create opportunities for business success through networking and advocacy, as well as business and professional development. We provide leadership by serving as a catalyst for the economic growth and prosperity of the Lee's Summit community.'*

The Chamber's singular goal is to ensure that there is no better place to live or do business than right here in Lee's Summit. Services include;

- Tourism promotion
- Entrepreneur assistance
- Community and Business marketing
- Business development

**Downtown Lee's Summit Main Street**

DLSMS is a partner focused on revitalization efforts in four areas: Design, Economic Restructuring, Organization, and Promotions. It is a comprehensive and balanced approach with an underlying goal of promoting and strengthening the downtown core and preserving its historic character.

The mission of Downtown Lee's Summit Main Street is to *'promote and strengthen its economically strong and diverse Downtown Core through a master plan of:*

- *community education and awareness;*
- *cooperative utilization of business resources;*
- *continuity in design and historical preservation; and*
- *continued growth of the economic base*



ECONOMIC DEVELOPMENT POLICY STATEMENT

The City Council of the City of Lee's Summit is the approving body for all projects that make use of economic development incentives. It is the City Council's responsibility to balance the needs for economic development and a positive financial condition for the provision of City services. The City Council reserves its power to judiciously review the merits of all development projects on a case by case basis. Under no circumstance will incentives be approved without consent from a majority of the Council.

The purpose of this document is to inform the prospective investor of the types and uses of incentives that are available to fund development projects within the City. Additionally, the policies contained are guiding statements intended to outline processes, procedures, and reflect the general consensus of the Mayor and City Council.

OVERVIEW OF FINANCIAL TOOLS AND INCENTIVES

Purpose

Economic development incentives are a means to reduce or redirect taxes for businesses in exchange for specific desirable actions or investments that might not be financially feasible. To qualify for incentives, a project must demonstrate an ability to meet the City's targeted outcomes.

CATEGORIES

Special taxing districts

The City may establish or approve the establishment of special districts that can impose special assessments and/or taxes in order to pay for public improvements or to eliminate blight. These districts are typically geographic areas such as a neighborhood or corridor that are contiguously connected. The most common special taxing districts are Neighborhood Improvement Districts (NID), Community Improvement Districts (CID), and Transportation Development Districts (TDD).

Property tax abatement

Tax abatement is offered through a variety of programs geared to job creation, private investment, and redevelopment. Typically, the development continues to pay taxes on land and improvements based on their value prior to the new investment. All, or a portion, of the incremental increase in property taxes is abated for a set period of time. This incentive is sometimes referred to the respective Missouri Statute as Chapter 99 (Land Clearance for Redevelopment Authority), Chapter 100 (Industrial Development Bonds), or Chapter 353 (Urban Redevelopment Corporation).

Tax Increment Financing (TIF)

The development pays all taxes owed and a portion of all of the incremental increase in taxes resulting from development is captured and redirected to pay redevelopment project costs. Taxing jurisdictions continue to receive the taxes based on the pre-development value. A tax increment financing (TIF) project may also capture new taxes after the TIF is approved. All new Business Personal Property taxes created immediately flow to the respective taxing jurisdictions while the TIF is in existence.

Definitions and Guidelines:

Community Improvement District (CID)

A CID is a separate political subdivision or not for profit organization that can be created for the purpose of issuing bonds, levying taxes and applying special assessments to finance public improvements, public services or blight removal.

Eligible Revenues and Financing Tools: (Authorized by Sections 67.1401 to 67.1561 RSMo.)

- Special Assessments: If approved by owners collectively owning more than 50% of the assessed value, and by more than 50% per capita of property owners in the districts.
- Property Tax: Additional property taxes may be approved by majority vote of qualified voters in the district boundary.
- Sales Tax: Additional sales tax may be imposed up to a maximum of 1% if approved by majority vote of qualified voters in the district.
- Fees and Rents
- Grants, Gifts, or Donations

Common Uses for CID:	
Improvements	Services
Parks	Economic, Planning, Marketing or other Studies
Convention Centers	Waste Collection / Disposal
Parking Lots	Recreational and Cultural Activities
Sidewalks	Special Events
Streets	Cleaning and Maintenance of Public/Private property
Bridges	Security
Storm Water Facilities	Facility Operation
Sanitary Sewer Facilities	Blight Removal

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- May be used in coordination with other development tools or as a ‘stand alone’ entity. When CID/TDD/NID is used to create supplemental revenue to support a primary economic tool (TIF) the supplement should relate to public benefits. The City discourages the use of CID/TDD/NID when the sole purpose is to remedy private maintenance and repair costs.
- The amount of incentive granted will be determined based upon the merits of the project for a total of up to 1% per \$100 of assessed value or \$0.01 of sales tax revenue.

Transportation Development District (TDD)

Similar to a CID, a TDD operates as a separate political subdivision that may be created for the purpose of issuing bonds, levying taxes, and applying special assessments to finance transportation related improvements.

Eligible Revenues and Financing Tools: (Authorized by Sections 238.200 to 238.275 RSMo.)

- **Special Assessments:** May be imposed for improvements that specifically benefit properties within the district. Majority voter approval is required. More than one special assessment may be imposed within the district.
- **Property Tax:** May be levied with the approval of at least 4/7ths of qualified voters and may not exceed the annual rate of \$0.10 per \$100 of assessed valuation.
- **Sales Tax:** May be imposed in increments of 1/8 of 1% up to a full 1% upon approval of a majority of qualified voters.

Common Uses for TDD:	
Improvements	
Bridges	Roads
Highways	Interchanges
Intersections	Signing
Signalization	Parking Lots
Bus Stops	Terminals
Hangars	Rest Areas
Docks	Airports
Railroads	Mass Transit

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- May be used in coordination with other development tools or as a ‘stand alone’ entity. When CID/TDD/NID is used to create supplemental revenue to support a primary economic tool (TIF) the supplement should relate to public benefits. The City discourages the use of CID/TDD/NID when the sole purpose is to remedy private maintenance and repair costs.
- The amount of incentive granted will be determined based upon the merits of the project for a total of up to 1% per \$100 of assessed value or \$0.01 of sales tax revenue.

Neighborhood Improvement District (NID)

A Neighborhood Improvement District (NID) may be created in an area desiring certain public-use improvements that are paid for by special assessments to property owners in the area in which the improvements are made. The kinds of projects that can be financed through an NID must be for facilities used by the public, and must confer a benefit on property within the NID.

Eligible Revenues and Financing Tools: (Authorized by Sections 67.453 to 67.745 RSMo.)

- Special Assessments: Financing source comes from the selling of bonds and can be privately funding sources. Project improvements may be financed with general obligation bonds issued by the City. Maximum bond term is 20 years.
- Bonds: The bonds are to be repaid by special assessments (sales or property tax) placed on the properties within the district.

Common Uses for NID:	
Improvements	
Property Acquisition	Streets
Gutters	Sidewalks
Water, Gas, and Utility Mains	Street Lights
Parks and Playgrounds	Storm Water Facilities
Sanitary Sewer	Off- Street Parking
Engineering and Legal Fees	Maintenance of the project

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- May be used in coordination with other development tools or as a ‘stand alone’ entity. When CID/TDD/NID is used to create supplemental revenue to support a primary economic tool (TIF) the supplement should relate to public benefits. The City discourages the use of CID/TDD/NID when the sole purpose is to remedy private maintenance and repair costs.
- The amount of incentive granted will be determined based upon the merits of the project for a total of up to 1% per \$100 of assessed value.

Land Clearance for Redevelopment Authority (LCRA)

LCRA Law enables municipalities to curb urban blight and encourage redevelopment of real property. Authority has the power to acquire and dispose of both real and personal property by purchase, lease, eminent domain, grant, bequest, devise or gift. Authority has the power to issue taxable or tax-exempt bonds to fund any of its corporate purposes. LCRA, once created locally, is a separate political entity required to comply with all Missouri laws applicable to political subdivisions.

Eligible Revenues and Financing Tools: (Authorized by Sections 99.300-99.715 RSMo.)

- Property Tax Abatement: A maximum 100% of the taxes on the increase in assessed value of both land and improvements for 10 years. During the abatement period, the property owner continues to pay taxes on the land and improvements that existed prior to redevelopment.
- Bonds: Can be issued to finance redevelopment and blight remediation.

Common Uses for LCRA:	
Improvements	
Land Acquisition Building Construction Blight Removal Activities	Land Disposal Building Rehabilitation

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Typically incentives considered under the LCRA will be at an abatement level of 50% over a 10 year period for new development and redevelopment. To qualify for site specific incentives over the 50% base level of participation, the applicant must demonstrate extraordinary qualifications.

Site Specific Incentives

When a development or redevelopment project achieves or delivers the targeted outcomes defined in this document, a site specific incentive may be granted in addition to traditional incentives at the base level amount. These site specific incentives are intended to encourage development projects that have extraordinary qualifications and return on public investment. At least one of the following criteria must be met for consideration.

Extraordinary Qualification Criteria:

- Creates jobs where average compensation meets or exceeds the average pay of workers in Jackson County, Missouri. (See exhibit C)
- Creates additional direct general fund revenue taxes that exceed the amount that is to be abated.
- Rehabilitates structures as listed on any historic register or within any historic district as defined by local, state, or federal governments.

Industrial Development Bonds (Chapter 100)

Chapter 100 bonds may be used to provide a tax abatement for real and personal property.

Eligible Revenues and Financing Tools: (Authorized by Sec. 27 & 27(b), Missouri Constitution)

- Personal Property Abatement: The City purchases machinery or equipment which allows for City ownership and tax exemption.
- Real Property Tax Abatement: The property is owned by the City during the bond term and thus is exempted from taxes. A payment in lieu of tax (PILOT) agreement may be required to modify the level of abatement.
- Sales Tax Exemption: Purchases of materials used in the construction of the facility may be structured such that the City’s sales tax exemption is used.

Common Uses for Chapter 100 Bonds:	
Improvements	
Land Acquisition	Purchase of machinery or equipment
Building Construction	Building Rehabilitation

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Typically incentives considered under the Chapter 100 will be at an abatement level of 50% over a 10 year period for new development and redevelopment.
- For business equipment the incentive will be considered at an abatement level of 50% over a 5 year period.
- To qualify for site specific incentives over the 50% base level of participation for the initial 10 years and/or abatement beyond the initial 10 years, the applicant must demonstrate extraordinary qualifications.

Urban Redevelopment Corporations (Chapter 353)

Chapter 353 allows for tax abatement of incremental real property taxes provided as an incentive for the clearance, re-planning, reconstruction, or rehabilitation of blighted areas.

Eligible Revenues and Financing Tools: (Authorized by Sec. 27 & 27(b), Missouri Constitution)

- Property Tax Abatement: 100% of the taxes on the increase in assessed value of the land and 100% of the taxes on the value of the improvements for 10 years and 50% of the taxes on the increase in assessed value of the land and improvements for the next 15 years. The level of abatement may be modified by an agreement to make payments in lieu of taxes (PILOTs).

Common Uses for Chapter 353 Bonds:	
Improvements	
Land Acquisition	Blight Removal Activities
Building Construction	Building Rehabilitation

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Typically incentives considered under the Chapter 353 will be at an abatement of 50% over a 10 year period for new development, redevelopment, and business equipment expansions.
- To qualify for site specific incentives over the 50% base level of participation for the initial 10 years and/or abatement beyond the initial 10 years, the applicant must demonstrate extraordinary qualifications.

Site Specific Incentives

When a development or redevelopment project achieves or delivers the targeted outcomes defined in this document, a site specific incentive may be granted in addition to traditional incentives at the base level amount. These site specific incentives are intended to encourage development projects that have extraordinary qualifications and return on public investment. At least one of the following criteria must be met for consideration.

Extraordinary Qualification Criteria:

- Creates jobs where average compensation meets or exceeds the average pay of workers in Jackson County, Missouri. (See exhibit C)
- Creates additional direct general fund revenue taxes that exceed the amount that is to be abated.
- Rehabilitates structures as listed on any historic register or within any historic district as defined by local, state, or federal governments.

Development Agreements

The City of Lee’s Summit negotiates agreements to reimburse developers local taxes that are generated from the development (real property, personal property, and sales). Public purpose must be identified (e.g. public infrastructure requirements, economic development, elimination of blight, etc.). Traditionally these agreements are used to finance public improvements for which there is already a need but no public funds available.

Eligible Revenues and Financing Tools: (Authorized by City Charter of Lee’s Summit, Missouri)

- Sales Tax Reimbursement: The City may pledge a portion of the new sales taxes expected to be generated by the development to fund infrastructure improvements.
- Developer Participation: In this type of agreement the developer provides partial or total funding to expedite an unfunded public improvement that will benefit the development.

Common Uses for Development Agreements:	
Improvements	
Intersection Improvements Traffic Signals Regional Stormwater Detention Facilities	Street Widening Streetscape Improvements

As permitted by the City Charter listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Sales tax reimbursement will only be authorized to fund public improvement projects directly related to the development.
- Sales Tax Reimbursement shall be limited to funding from the General Fund and base level of participation at ½ cent over a 10 year period for public improvement projects.

Tax Increment Financing (TIF)

TIF is an economic development tool which provides a means for local governments to finance the redevelopment of designated areas determined to be blighted or conservation areas (near blight), or economic development areas. TIF allows future increases in real property and economic activities taxes to be captured to fund the redevelopment.

Eligible Revenues and Financing Tools: (Authorization Sec 99.800 – 99.865 RSMo.)

- Payments in Lieu of Tax (PILOTS): The tax increment produced as a result of increased assessed property values over the base level. State Statutes authorizes the redirection of 100% of the incremental increase in property taxes to the TIF special allocation fund. Taxing jurisdictions will continue to receive taxes based on the property values prior to the development.
- Economic Activity Taxes (EATs): The Statute authorizes the redirection of 50% of the incremental increase in taxes generated by economic activities within the project, such as new sales, utility, food, and beverage taxes.
- Bonds: The City may also issue obligations to pay for Redevelopment Project Costs and pledge the funds in the special allocation fund to retire the obligations. Maximum bond term is 23 years but may be longer when there are multiple project areas that are collectively more than 23 years.

Common Uses for TIF:	
<u>Improvements</u>	
Professional Services Land Acquisition Public Improvements	Plans and Specifications Site preparation Private Improvements

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Typically incentives considered utilizing TIF will be at an amount not to exceed 25% of the total private development costs.
- To qualify for site specific incentives over the 25% base level of participation, the applicant must demonstrate extraordinary qualifications.

Site Specific Incentives

When a development or redevelopment project achieves or delivers the targeted outcomes defined in this document, a site specific incentive may be granted in addition to traditional incentives at the base level amount. These site specific incentives are intended to encourage development projects that have extraordinary qualifications and return on investment. The amount of incentive granted will be negotiated based upon the merits of the project.

Extraordinary Qualification Criteria:

- Creates jobs where average compensation is equal to or exceeds the average pay of workers in Jackson County, Missouri. (See exhibit C)
- Creates additional direct general fund revenue taxes that exceed the amount that is to be abated.

- Rehabilitates structures as listed on any historic register or within any historic district as defined by local, state, or federal governments.

APPLICATION AND REVIEW PROCESS

Purpose

A predefined process and procedure will ensure that project review is consistent and efficient in an effort to have a uniform review process.

Overview of Application and Approval Process

If the proposed project requires an incentive at the base level, or below, the developer or applicant may proceed with the statutory requirements outlined by each incentive. These statutory requirements may require a presentation to a Tax Increment Finance Commission, a petition process, funding agreement, or blight determination. For more information on these requirements please contact the City Manager's office.

If the proposed project requires an incentive above the base level then the following guidelines will be used as the process for the review of the proposed project.

Policy

1. Applicants shall notify, in writing, the City of Lee's Summit and the Lee's Summit Economic Development Council of their intent to pursue a development project that will make use of incentives above the base level. The pre-approval checklist, identified as exhibit A to this document, shall accompany this letter at the time it is submitted.
2. Upon review of the applicant's letter of intent and pre-approval checklist, a conceptual presentation is made to the City Council. After the formal conceptual presentation the City Council shall decide at their next earliest regular meeting to consider additional hearings or presentations for the review of the proposed development project.

GUIDELINES FOR DEVELOPERS AND APPLICANTS

Purpose

To assist in the decision making process, the City of Lee's Summit has identified needed information that will help ensure each project is reviewed in its entirety.

Policy

1. At any time, the City of Lee's Summit, may request an independent, third party review, and financial analysis of the proposed development project. This review may include an analysis of cost and benefits, return on investment, general financials, and feasibility. This review and analysis it to be provided at no cost to the City through a funding agreement similar to the one enclosed as Exhibit B.
2. At any time, the City Council of the City of Lee's Summit, may request review of available credit that may be used by the applicant for the purpose of development.

GENERAL POLICIES

Purpose

To meet the community's needs and protect resources entrusted to the City by its residents, the City Council may develop policies that regulate economic development for the purpose of maintaining or improving the general welfare of the City.

Policy

1. Before review by the City Council, all proposed projects that are to receive incentives must be consistent with the City's Comprehensive Plan and must comply with all applicable City zoning.
2. The City's 'annual appropriation', or General Fund, guarantee will not be pledged for economic development projects.
3. The City Council will not consider or grant incentives for projects that have received any type of building permit excluding the land disturbance permit.
4. The disbursement of incentives will be subject to an annual evaluation to ensure that the performance of the development project is commensurate with the amount of incentives granted.
5. The City Council will receive comments, or a statement of impact, from the Lee's Summit School District, or any other taxing jurisdiction, if provided to city staff during the review period.



Exhibit A

Financial Incentive Pre-Application Worksheet

DATE: _____ APPLICANT: _____

ADDRESS: _____

PHONE #: _____ EMAIL: _____

CONTACT PERSON: _____

DEVELOPMENT CENTER

PROJECT NAME: _____

PROJECT TYPE:

Check all that apply and fill in the SIC/NAICS code, if known.

- Industrial, Manufacturing, Technology SIC/NAICS code: _____
 - New building, no existing Missouri operations
 - New building, other Missouri operations already in existence
 - Expanding existing facility
 - Retaining existing facility

- Retail/Restaurant/Hotel SIC/NAICS code: _____
 - New freestanding building
 - New multi-use tenant building
 - Remodel, addition or expansion of existing building

- Office
 - New freestanding building
 - New multi-use tenant building
 - Remodel, addition or expansion of existing building

- Residential
 - New freestanding residential units
 - New residential units in a multi-use building
 - Remodel, addition or expansion of existing building

- Downtown
 - Remodel, addition or expansion of existing building
 - Exterior façade improvement
 - Construction of new building

- Other _____

PROPERTY FOR WHICH INCENTIVES ARE BEING SOUGHT

Attach map and legal description of property.

ADDRESS: _____

CURRENT PROPERTY OWNER: _____

WILL APPLICANT BE PURCHASING THE PROPERTY: _____ YES _____ NO

TOTAL ACRES: _____ Building Sq. Ft. _____

INVESTMENT

Total new investment: \$ _____

Acquisition of land/existing buildings: \$ _____
 Annual lease of land/existing buildings: \$ _____
 Preparation of plans, studies, surveys: \$ _____
 Site preparation costs: \$ _____
 Building improvements: \$ _____
 Site improvements: \$ _____
 Utilities/Infrastructure Costs: (streets, sewer, etc.): \$ _____

TIMELINE

Calendar year in which applicant plans to begin construction: _____

Approximate opening date: _____

WAGE & BENEFITS

	Job Category (executive, professional, clerical, general labor, etc.)	# new full-time employees	# new part-time employees	Average hourly wage/employee
Year 1				
Year 2				

% of health care premium paid for by the employer: _____

TYPE OF FINANCIAL INCENTIVE DESIRED

TAX ABATEMENT

- Tax Increment Financing
- Chapter 100 Industrial Revenue Bonds
- Chapter 353 Tax Abatement
- Land Clearance for Redevelopment Authority (LCRA)

Special Assessment, Property Tax, Sales Tax

- Neighborhood Improvement District
- Community Improvement District
- Transportation Development District

Local Incentive Tools

- Sales Tax Sharing Agreements
- Cost-Share Development Agreements

EXHIBIT B

TAX INCREMENT FINANCING FUNDING AGREEMENT

THIS TAX INCREMENT FINANCING FUNDING AGREEMENT ("Agreement") is entered into this _____ day of _____, 2007 by **CITY OF LEE'S SUMMIT, MISSOURI** (the "City"), and _____, a _____ (the "Company").

RECITALS

A. The City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri. The principal office of the City is located at the City Hall, 220 SE Green St., Lee's Summit, Missouri 64063.

B. The Tax Increment Financing Commission of Lee's Summit, Missouri (the "Commission") was created pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 et seq. (R.S.Mo.1982, as amended) (the "Act"), and under Ordinance No. 3724, adopted by the City Council of the City. The principal office of the Commission is located at City Hall, 220 SE Green St., Lee's Summit, Missouri 64063.

C. The Company is a _____ engaged in the business of _____ with offices at _____.

D. The Commission has been requested by the Company to consider a potential plan for economic development-based financing for the Company related to the development of _____ (the "Plan"), which Plan may include, without limitation, a tax increment financing plan within the City, in accordance with the Act, or any other local or state economic development-based financing tool or option that is or may become available to the City and, if such Plan is approved by the City, the City and the Commission may be requested to provide such other services and assistance as may be required to implement and administer the Plan through its completion.

E. The Commission and the City do not have a source of funds to finance costs incurred by them, in the form of additional City staff time, legal, fiscal, planning, transportation and engineering consultants, direct out-of-pocket expenses and other costs, resulting from services rendered in connection with the review, evaluation, processing and consideration applications for tax increment financing assistance authorized by the Act, or any other local or state economic development-based financing tool or option that is or may become available to the City.

F. If the Company's Plan is approved by the City Council and if sufficient revenues are generated by the redevelopment contemplated by the Plan, Commission and City costs covered by this Agreement and paid by Company shall be reimbursed to Company from monies deposited into the Special Allocations Fund pursuant to 99.845 R.S.Mo.

AGREEMENT

1. Services to be Performed by the Commission and/or the City. The City (or, if directed by the City, the Commission) shall:

a. Prepare or consult with the Company on the preparation of and consider the Plan in accordance with the provisions of the Act, give all notices, make all publications and hold hearings as required by the Act on behalf of the City or the Commission;

b. Provide necessary staff, legal, financial, engineering and transportation assistance to prepare and present the Plan to the Commission and the City (including all staff reports, consultant reports and other third party reports, analysis and other information) and to permit consideration of the Plan by the Commission and the City, to prepare any resolutions or motions and, if the Commission recommends approval of the Plan, to prepare and present required ordinances to the City Council of the City.

c. Apply to the appropriate local or state agencies, authorities or entities as necessary or as required by the Plan, or as requested by the Company and approved by the City.

d. Provide any other assistance requested by the Company and agreed to by the City in connection with the Plan.

e. If the City Council of the City approves the Plan, provide the necessary staff and legal assistance to prepare and negotiate a definitive agreement between the Company and the City for implementation of the Plan; and

f. If a definitive agreement is entered into, provide the necessary staff and legal assistance to administer such agreement and Plan until funds are available in the Special Allocation Fund.

2. Initial Deposit. The City acknowledges receipt of an initial deposit of funds (the "Deposit") from the Company in the amount equal to (1) the Full Funding Level as required in Table 1 based on the incentive amount being requested, or (2) the Minimum Initial Deposit as specified in Table 1. If the amount of the Deposit is in the amount of the Minimum Initial, then Developer shall also deposit with City an irrevocable standby letter of credit (the "Letter of Credit") in an amount equal to the difference between the Full Funding Level and the Deposit. The Letter of Credit shall be in the form attached hereto as Exhibit ____, and shall be subject to draw by the City as provided herein. The City shall disburse the Deposit as set forth in Section 4 and shall bill the Company pursuant to Section 3 to re-establish the Deposit so that there is always a cash balance equal to the Minimum Initial Deposit amount. Further, prior to consideration or approval by the City Council of any ordinance, Company shall deposit with the City an amount equal to an amount determined by City staff to be sufficient to cover costs incurred during the City Council process from which additional disbursements may be made as required.

The Full Funding Level is only an estimate of expenses to be incurred through the TIF application process. The Company will be billed for actual out-of-pocket or City authorized third party consultant costs for services as set forth in Section 1. The City shall bill the Company monthly, or at such other interval or times as City shall determine to be appropriate, pursuant to Section 3 to re-establish the Deposit.

Table 1

Incentive Requested:	Less Than \$5,000,000	\$5,000,000 to \$25,000,000	\$25,000,000 to \$100,000,000	More Than \$100,000,000
Minimum Initial Deposit	\$25,000	\$50,000	\$50,000	\$50,000
Letter of Credit	n/a	n/a	\$100,000	\$225,000
Full Funding Level:	\$25,000	\$50,000	\$150,000	\$275,000

3. Additional Funding. The City shall submit from time to time an itemized statement for administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City or Commission. Subject to the remaining provisions of this Section 3, such statements may be submitted upon execution of consultant contracts relating to the Plan or as expenses are incurred by the City in connection with the City's and/or Commission's review and consideration of the Plan. The Company may be billed in advance for the full amount of third party consultant contracts expenses upon approval of the contract by the City Administrator or the City Council. The Company shall pay the City the amounts set forth on such statements (the "Additional Funds") within ten (10) days of receipt thereof or before final consideration of the application; provided, however, that as to any amounts billed in advance for any contract or consultant fees, City shall have the right to elect not to execute any such contract or to engage or authorize such consultant or contractor to proceed until such advance billing amount is paid by the Company.

If any such amounts are not so paid when due, the unpaid balance shall accrue interest at the rate of two percent (2%) per month from the date billed until paid, but in no event shall such interest rate exceed twenty-four percent (24%) per annum. Further the Commission and City shall be relieved of any and all obligations hereunder (including without limitation any obligation to review or consider the Plan) until all such amounts (with interest) are paid, or the City may terminate this Agreement pursuant to Section 6.a.

In addition, if such funds (including any advance-billed costs) are not so received, all work by staff and third party consultants on the TIF application shall cease until full payment is made, including penalties, and the fund balance is restored to the Deposit amount as set forth in Section 2 or, prior to any consideration or approval by the City Council, an amount sufficient to cover anticipated costs incurred during final consideration process is deposited as provided herein. Company acknowledges and agrees that the City shall have the right to delay final consideration of the Plan, or consideration or approval by the City Council of any ordinances with respect to the Plan or the projects contemplated therein, until all outstanding expenses have been paid and the fund balance is sufficient to cover all remaining cost anticipated to be incurred by or on behalf of the City through the anticipated conclusion of such final consideration process, including but not limited to meeting expenses, court reporting, attorneys' fees and other third party consultant preparation and attendance.

If at any time any amounts (including advance billings) are unpaid beyond the time periods set forth herein, or if at any time the City shall determine that it desires to hold on deposit the Full Funding Amount, City shall have the right to draw on the Letter of Credit and to hold the amounts so drawn as part of the Deposit.

4. Disbursement of Funds.

a. The City shall disburse the Deposit and Additional Funds for reimbursement for costs to the City on or before the thirty (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the Commission and/or the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the Commission and/or City shall make its records available for inspection by Company with respect to such disbursements.

b. All of the services set forth in Section 1 are eligible redevelopment costs under the Act and as such are reimbursable from the Special Allocation Fund, but only to the extent ultimately set forth in the approved Plan and the redevelopment contract to be entered into in connection with any implementation of the Plan.

5. Plan Administration. In addition to the services set forth in Section 1, the Commission and/or City will be required to provide services from time to time for the continuing administration of the

Plan and management of the Special Allocation Fund. The Commission and/or City may be reimbursed from the Special Allocation Fund for meeting expenses at \$250 per meeting and, upon appropriate itemization, staff time and expenses. In addition, the City may retain monies deposited in the Special Allocation Fund each year, in an amount equal to the documented expenses of the Commission and/or the City that are reasonable or incidental to the general operations of the Commission and/or City with respect to administration of the Plan.

6. Termination.

a. In the event the Company fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion upon ten (10) days written notice to the Company. Termination by the City shall also terminate any duties and obligations of the Commission and the City with respect to this Agreement, including, but not limited to, the Commission's or City's processing of Company's application and/or Plan. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse all outstanding expenses incurred by the City and/or the Commission pursuant to this Agreement and any monies due and owing to the City and/or the Commission pursuant to any other agreement and shall pay all remaining refundable Deposit and Additional Funds, if any, to the Company within ninety (90) days of such termination.

b. The parties hereto acknowledge that the Company may determine to abandon the Plan. Upon notice of abandonment by the Company, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse its staff time accumulated to the date of termination and outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Deposit and Additional Funds, if any, to the Company within sixty (60) days of such termination.

c. In the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City and/or the Commission payable hereunder, the Company shall reimburse the City as set forth in Section 3.

7. Subsequent Redevelopers. In the event the Commission or City selects another redeveloper pursuant to a request for proposals or other bid process to carry out the Plan, the City shall require the subsequent redeveloper to assume all obligations of the Company under this Agreement as of the date it is designated as redeveloper and to reimburse the Company for its expenditures hereunder.

8. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City Administrator
City of Lee's Summit, Missouri
220 SE Green St.
P.O. Box 1600
Lee's Summit, MO 64063

With a copy to:

City Attorney

City of Lee's Summit, Missouri
220 SE Green St.
P.O. Box 1600
Lee's Summit, MO 64063

To the Company:

With a copy to:

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Its: _____

Attest:

By: _____
Its: City Clerk

Approved as to form:

City Attorney

[COMPANY]

By: _____
Its: _____

Attest:

By: _____
Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this . day of _____, 200__, before me, a Notary Public in and for said State, personally appeared _____, _____ of the CITY OF LEE'S SUMMIT, MISSOURI, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City and such person duly acknowledged to me that she executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this . day of _____, 200__, before me, a notary public, appeared _____, _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____, a _____, and that said instrument was signed on behalf of said _____ by authority of its _____ and said _____ acknowledged said instrument to be the free act and deed of said _____.

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

Notary Public

My Commission Expires:

Exhibit A

[Date]

Irrevocable Letter of
Credit Number _____

Beneficiary:

City of Lee's Summit, Missouri
220 SE Green St.
P.O. Box 1600
Lee's Summit, MO 64063
Attention: City Administrator

Ladies and Gentlemen:

We hereby issue in your favor our irrevocable Standby Letter of Credit for the account of _____ (the "Company"), for an amount not exceeding in the aggregate U.S. Dollars _____ **U.S. _____** (the "Stated Amount"). This Letter of Credit is issued to you pursuant to the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between you and the Company (the "Funding Agreement").

The Stated Amount is available to you, hereunder, against presentation to us of your appropriately completed drawing certificate(s) in the form of Exhibit 1 or Exhibit 2, attached hereto. Only one drawing may be made hereunder.

If a drawing is received by us prior to 12:00 Noon, Kansas City, Missouri time, on a Business Day, and provided that such drawing conforms to the terms and conditions hereof, payment of the drawing amount shall be made to the Beneficiary in immediately available funds by 3:00 P.M., Kansas City, Missouri time, on the same Business Day. If a drawing is received by us after 12:00 Noon, Kansas City, Missouri time, on a Business Day, and provided that such drawing conforms to the terms and conditions hereof, payment of the drawing amount shall be made to the Beneficiary in immediately available funds by 1:00 P.M., Kansas City, Missouri time, on the next succeeding Business Day. Drawing Certificate(s) may be presented hereunder by facsimile transmission (facsimile number _____). If transmitted via facsimile, the original of any such transmitted Drawing Certificate shall be immediately sent to us by overnight courier, however, the Beneficiary and the Corporation agree that we are authorized to act upon any facsimile transmission of a Drawing Certificate without the need to follow up for the receipt of the original Drawing Certificate.

If a demand for payment made hereunder by the Beneficiary does not conform to the terms and conditions of this Letter of Credit, we shall give the Beneficiary prompt notice that the demand for payment was not made in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor, and we will upon the Beneficiary's instructions hold any such non-conforming demand at the disposal of the Beneficiary or return same to the Beneficiary. Upon being notified of a non-conforming demand, the Beneficiary may attempt to correct such demand to the extent that they are entitled to do so.

As used in this Letter of Credit "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the state of Missouri are required or authorized by law to close.

This Letter of Credit expires at our office located at _____ with our close of

business on _____, or any extended date as hereinafter provided for; provided, however, that if on such date you are subject to a court order that prohibits or otherwise restricts your ability to draw on this Letter of Credit, then such expiry date shall be automatically extended without amendment to the date which is thirty (30) days after the date on which such order is dismissed (the "Expiry Date").

It is a condition of this Letter of Credit that the Expiry Date will be deemed automatically extended, without amendment, for successive periods of one year, unless at least sixty five (65) days prior to any Expiry Date we notify you in writing by hand delivery or by courier of our intention not to extend the Expiry Date. Upon receipt of such notice you may then make one drawing hereunder for up to the then available Stated Amount by the presentation to us of your appropriately completed Drawing Certificate in the form of Exhibit 2, attached hereto.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit sets forth in full the terms of our undertaking and any such documents, instruments or agreements shall not be deemed incorporated herein by such reference.

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500, the "UCP". It is hereby agreed that Article 41 of the UCP will not apply to this Letter of Credit. This Letter of Credit shall be deemed to be a contract made under the laws of the state of New York and shall, as to matters not governed by the UCP, be governed by and construed in accordance with the laws of the state of New York.

We hereby agree with you that Drawing Certificates drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation to us.

Communications to us regarding this Letter of Credit must be in writing and must be addressed to us at _____, specifically referring therein to this Letter of Credit by number.

Very truly yours,

By: _____
Name: _____
Title: _____
Tel: _____
Fax: _____

Exhibit 1 to Letter of Credit Number _____

Drawing Certificate

To: _____

Re: Your Letter of Credit No. _____

The undersigned, a duly authorized officer of the City of Lee's Summit, Missouri, the "Beneficiary" of the captioned Letter of Credit (the "Credit"), hereby certifies to you with respect to the Credit that:

(1) Demand is hereby made under the Credit for payment of US\$[amount to be inserted].

(2) The above amount is being demanded pursuant to the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between us and the Company (as defined in the Credit), and as the same may be from time to time amended, modified or supplemented.

Payment of this demand is required to be made in immediately available funds, by wire transfer, to the Beneficiary in accordance with the following payment instructions:

[insert payment instructions]

In Witness Whereof, the Beneficiary has executed and delivered this Drawing Certificate as of [date to be inserted].

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name & Title _____

Exhibit 2 to Letter of Credit Number _____

Drawing Certificate

To: _____

Re: Your Letter of Credit No. _____

The undersigned, a duly authorized officer of the City of Lee's Summit, Missouri, the "Beneficiary" of the captioned Letter of Credit (the "Credit"), hereby certifies to you with respect to the Credit that:

- (1). The Beneficiary has received a notice from the issuer of the Credit that the Expiry Date referred to in the Credit will not be extended beyond [Expiry Date in effect on the date of the Drawing Certificate to be inserted].
- (2). There are less than sixty-five (65) days prior to the Expiry Date of the Credit and the Beneficiary has not received a replacement Letter of Credit satisfactory to the Beneficiary. The Beneficiary is therefore demanding payment of US\$[amount to be inserted] from the issuer under the Credit.
- (3) The amount demanded will be used to satisfy obligations of the Company (as defined in the Credit) under the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between us and the Company, and as the same may be from time to time amended, modified or supplemented.

Payment of this demand is required to be made in immediately available funds, by wire transfer, to the Beneficiary in accordance with the following payment instructions:

[insert payment instructions]

In Witness Whereof, the Beneficiary has executed and delivered this Drawing Certificate as of [date to be inserted].

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name & Title _____

Exhibit C

Proposed Chapter 100, 353, TIF and LCRA Abatement Guidelines

		Number of Jobs					
		5	7	10	15	20	25
Wages	100% CAW	10 yr / 50%	10 yr / 50%	10 yr / 50%	10 yr / 50% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	105% CAW	10 yr / 55%	10 yr / 55%	10 yr / 55%	10 yr / 55% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	110% CAW	10 yr / 60%	10 yr / 60%	10 yr / 60%	10 yr / 60% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	120% CAW	10 yr / 65%	10 yr / 65%	10 yr / 65%	10 yr / 65% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	130% CAW	10 yr / 70%	10 yr / 70%	10 yr / 70%	10 yr / 70% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	140% CAW	10 yr / 75%	10 yr / 75%	10 yr / 75% + 2 yr / 50%	10 yr / 75% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	150% CAW	10 yr / 80%	10 yr / 80%	10 yr / 75% + 2 yr / 50%	10 yr / 80% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	160% CAW	10 yr / 85%	10 yr / 85%	10 yr / 75% + 2 yr / 50%	10 yr / 85% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	170% CAW	10 yr / 90%	10 yr / 90%	10 yr / 75% + 2 yr / 50%	10 yr / 90% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	180% CAW	10 yr / 95%	10 yr / 95%	10 yr / 75% + 2 yr / 50%	10 yr / 95% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	190% CAW	10 yr / 100%	10 yr / 100%	10 yr / 75% + 2 yr / 50%	10 yr / 100% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%

Base: 10 yr / 50% abatement for companies creating a minimum of 10 jobs

CAW = County Average Wage (Jackson County, Missouri)

Job Creation: Number of net new Full Time Employees in 24 months after beginning new/
expanded operations