



## The City of Lee's Summit

### Final Agenda

### City Council - Work Session

Tuesday, October 8, 2019

6:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

#### WORK SESSION NO. 12

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#### Preliminaries:

- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order
- D. Roll Call

#### 1. Approval of Agenda

#### 2. Approval of Consent Agenda:

*Items on the Consent Agenda are routine business matters or proposed ordinances approved unanimously by the Council on First Reading. Consent agenda items may be removed by any Councilmember for discussion as part of the regular agenda.*

- A. [BILL NO. 19-221](#) An Ordinance approving a development agreement between Lee's Summit Senior Community, LLC, and the City of Lee's Summit, Missouri, for the Princeton Senior Community Development.

(Note: First read by Council on October 1, 2019. Passed by unanimous vote.)

**Presenter:** David Bushek, Chief Counsel of Economic Development and Planning  
Dawn Bell, Project Manager

- B. [BILL NO. 19-222](#) An Ordinance accepting final plat entitled Legacy Wood, 7th Plat, Lots 246-278, and Tracts M & N, as a subdivision to the City of Lee's Summit, Missouri.

(Note: First read by Council on October 1, 2019. Passed by unanimous vote.)

**Presenter:** Josh Johnson, Assistant Director of Plan Services  
Brant Ladwig, Ladwig & Associates

#### 3. Council Roundtable

*Council Roundtable is reserved for items of general interest, community announcements and other such information. Council may ask for clarification or give direction about agenda items or discuss items of an emerging nature.*

#### 4. Public Comments:

*Anyone wishing to address the Mayor and Council during Public Comments will be limited to 3 minutes. Each speaker must fill out a Public Comment Card. The Public Comment Cards are located at the entrance of Council Chambers. After completion, the card is to be given to the City Clerk. Please be concise with comments and respect the 3 minute time limit.*

**5. Presentations:**

- A. [2019-3045](#) Quality Housing Program Discussion

Presenter: Ryan Elam, Director of Development Services  
Dan Harper, Assistant Director of Development Services  
Tracy Deister, Manager of Codes Administration

**6. Proposed Ordinances - Second Reading:**

*The proposed Ordinances were advanced from First Reading without a unanimous vote of the City Council.*

- A. [BILL NO. 19-219](#) An Ordinance vacating the alley north of SW 1st Street between NW Market Street and NW Main Street, in the City of Lee's Summit, Missouri.  
(Note: First read by Council on October 1, 2019.)

Presenter: Hector Soto, Jr., Planning Manager  
Tim Hossman, Applicant

**7. Committee Reports**

*Committee chairs report on matters held in Committee.*

Community and Economic Development - October 9 - 4:00 p.m.  
Planning Commission - October 10 - 5:00 p.m.  
Finance and Budget - October 14 - 5:00 p.m.  
Beautification Commission - October 14 - 6:00 p.m.  
Public Safety Advisory Board - October 15 - 3:00 p.m.

**8. Council Comments:**

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

**9. Staff Roundtable**

*Staff Roundtable is reserved for items of general interest, community announcements and other such information; however, staff may ask for clarification or direction from the council related to items on the agenda or for items of an emergency nature for which insufficient time exists for adding to the agenda.*

**10. 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 Legislative Information Center website at "lsmo.legistar.com"

## Packet Information

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**File #:** BILL NO. 19-221, **Version:** 1

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An Ordinance approving a development agreement between Lee's Summit Senior Community, LLC, and the City of Lee's Summit, Missouri, for the Princeton Senior Community Development.

(Note: First read by Council on October 1, 2019. Passed by unanimous vote.)

Issue/Request:

An Ordinance approving a development agreement between Lee's Summit Senior Community, LLC, and the City of Lee's Summit, Missouri, for the Princeton Senior Community Development.

Key Issues:

[Enter text here]

Proposed Council Motion:

I move for adoption of an Ordinance approving a development agreement between Lee's Summit Senior Community, LLC, and the City of Lee's Summit, Missouri, for the Princeton Senior Community Development.

Background:

On April 9, 2019, the City Council approved Ordinance No. 8612 which approved the preliminary development plan for the Princeton Senior Community (the "**Project**"), which was subject to the Developer entering into a development agreement with the City to provide for certain Public Improvements which are necessary for the Project.

The Project will be constructed on a 12-acre parcel for the senior care facility by Lee's Summit Senior Community, LLC (the "**Developer**"), a single purpose entity managed by O'Reilly Development Company, LLC, based in Springfield, Missouri, on the south side of Highway 50 and west of Ranson Road.

The Project is proposed to consist of "The Princeton" which will contain approximately 153 units which will contain 91 independent living units, 44 assisted living units, and 18 memory care units. The project is projected to create 65 new jobs.

Impact/Analysis:

The Public Improvements to be funded and constructed by Developer consist of the Water Improvements, the On-Site Sewer Improvements and the Transportation Improvements as listed below. All Improvements shall be designed, engineered, and constructed by or at the direction of the Developer.

### Water Improvements

Install approximately 2650 linear feet of 12-inch C900 PVC public water main and approximately 60 linear feet of 12-inch Class 50 DIP public water main and all associated appurtenances along the south side of Oldham Road (Line 1) from the existing 20-inch public water transmission main on Ranson

Road eastward to the west side of (new) Princeton Drive and install approximately 755 linear feet of 8-inch C900 PVC public water main and all associated appurtenances along the west side of (new) Princeton Drive (Line 2) to the existing 8-inch public water main near the southeast corner of the project. Foundation Only building permits will be allowed upon approval of the engineering plans. Lines 1 and 2 shall have received a Certificate of Substantial Completion and the private site fireline loop shall be considered substantially complete prior to any full building permits being issued.

### **On-Site Sewer Improvements**

The sanitary sewer improvements that will be constructed by Developer within the boundaries of the Redevelopment Project Area as required by the City's Code of Ordinances. A single-lot commercial building permit may be issued for the project which will allow construction of the On-Site Sewer Improvements simultaneously with construction of the private portions of the Project. A Certificate of Substantial Completion for the On-Site Sewer Improvements shall have been issued prior to the issuance of a Temporary or Final Certificate of Occupancy for any structure in the Project.

### **Transportation Improvements**

The issuance of a single-lot commercial building permit may be issued for the project which will allow construction of the Transportation Improvements described below simultaneously with construction of the Project. A Certificate of Substantial Completion for the Transportation Improvements shall have been issued prior to the issuance of a Temporary or Final Certificate of Occupancy for any structure in the Project.

1. Improve Oldham Parkway adjacent to the development to an urban standard as shown on the Preliminary Development Plan. This improvement shall be constructed in coordination with widening of Oldham Parkway for left-turn lanes at the site driveways.

2. The construction of Princeton Drive as a public street, as shown on the Preliminary Development Plan.

#### Timeline:

Developer has indicated that it will purchase the 12-acre parcel and start the project this year.

#### Other Information/Unique Characteristics:

This Project also received approval of a tax incentive through the Land Clearance for Redevelopment Authority which provides sales tax exemption on the purchase of construction materials. This incentive, through an LCRA Redevelopment Plan, is a streamlined approach to providing sales tax exemption as an economic incentive.

David Bushek, Chief Counsel of Economic Development and Planning  
Dawn Bell, Project Manager

Recommendation: Staff recommends approval

## **BILL NO. 19-221**

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AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN LEE'S SUMMIT SENIOR COMMUNITY, LLC, AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE PRINCETON SENIOR COMMUNITY DEVELOPMENT.

WHEREAS, on April 9, 2019, the City Council approved Ordinance No. 8612 which approved the preliminary development plan for the Princeton Senior Community (the "**Project**"), which was subject to the Developer entering into a development agreement with the City to provide for certain Public Improvements which are necessary for the Project; and,

WHEREAS, Section 2.3 of Ordinance No. 8612 provides that the developer shall execute a development agreement with the City to address water, sanitary sewer and road improvements for the Project, and that no building permits shall be issued until written proof is provided to the City that the development agreement has been recorded with the Jackson County Recorder of Deeds; and,

WHEREAS, the City Council desires to approve a development agreement to provide for the construction of public improvements for the project.

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

SECTION 1. The Development Agreement which is attached hereto as Exhibit A and incorporated herein by reference (the "Agreement"), is hereby approved and the City Manager is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Development Agreement.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

**BILL NO. 19-221**

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APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian W. Head*

**DEVELOPMENT AGREEMENT FOR THE  
PRINCETON SENIOR COMMUNITY PROJECT**

THIS AGREEMENT (“**Agreement**”) is made this 15<sup>th</sup> day of October, 2019, by and between Lee’s Summit Senior Community, LLC, a Missouri limited liability company (the “**Developer**”), and the City of Lee’s Summit, Missouri, a municipal corporation (“**City**”) (each is a “**Party**” and collectively the “**Parties**”)

WHEREAS, on April 2, 2019, the City Council concluded a public hearing for consideration of the preliminary development plan for approximately 13 acres of land generally lying south of Highway 50 and east of Ranson Road, on property legally described in **Exhibit A** (“**Property**”) which will be developed as the Princeton Senior Community (the “**Project**”) as shown in **Exhibit B**, a map of the preliminary development plan;

WHEREAS, on April 9, 2019, the City Council approved Ordinance No. 8612 which approved the preliminary development plan for the Project, which was subject to the Developer entering into a development agreement with the City to provide for certain Improvements, as defined below, necessary for the Development;

WHEREAS, in satisfaction of the City Council's conditions of approval for Ordinance No. 8612, the Developer and the City now desire to enter into this Agreement;

WHEREAS, the Parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions; and

WHEREAS, the Parties have freely negotiated in good faith and this Agreement reflects the desires of the Parties.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Words or terms not defined elsewhere in this Agreement shall have the following definitions:

“**Applicable Laws**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any governmental authorities that may apply to the Improvements or the other matters in this Agreement.

“**Certificate of Final Acceptance**” shall have the meaning assigned in the Design and Construction manual as adopted by the City of Lee’s Summit.

“**Certificate of Occupancy**” as defined in Chapter 7, Lee’s Summit Building Code, as adopted by the City of Lee’s Summit.

“**Certificate of Substantial Completion**” as defined in the Design and Construction manual as adopted by the City of Lee’s Summit.

“**City Engineer**” shall mean the City Engineer or his/her designated representative.

“**Developer**” shall have the meaning as set forth on page 1.

“**Development**” means all of the site work and public and private development on both the Property and the Project.

“**Improvements**” shall have the meaning set forth in **Exhibit C**.

“**Property**” shall have the meaning set forth in **Exhibit A**.

“**Staff**” shall mean employees of the City of Lee’s Summit.

“**Temporary Certificate of Occupancy**” shall have the meaning as set forth in Chapter 7, Lee’s Summit Building Code, as adopted by the City of Lee’s Summit.

2. **Requirements for Improvements.** Unless otherwise specified herein, the provisions set forth in this Section shall be applicable to the financing, design, engineering and construction of the Improvements to be constructed by the Developer as required by this Agreement.

A. **Requirement to design, engineer and construct.** The Developer, at its sole cost and expense, shall design, engineer and construct the Improvements. The City shall issue certificates of occupancy for structures in the Development pursuant to the requirements set forth in **Exhibit C**.

B. **Construction Costs.** All costs associated with designing, engineering and constructing the Improvements shall be paid by the Developer. No cost shall be paid by the City for designing, engineering, constructing or managing the construction of any of the Improvements.

C. **Applicable Standards and Approvals.** The Improvements shall be designed, engineered, constructed, placed into service and dedicated to the City in accordance with (i) the ordinances of the City, including, but not limited to, the City’s Design and Construction Manual then in effect at the time the Plans for the Improvements are submitted, (ii) any other applicable rules, requirements and standards established by the City, and (iii) the timing requirements set forth in **Exhibit C**. All such work shall be done in good and workmanlike manner. The Developer shall be responsible for obtaining approval for any portion of the Improvements that require approval of another jurisdiction. The City agrees to cooperate in good faith with the Developer in obtaining said required approvals from other jurisdictions for the Improvements.

- D. Fire Department Access. Notwithstanding anything in **Exhibit C** regarding the timing for issuance of City permits in relation to the construction of the Improvements, the Developer shall comply with applicable Fire Code requirements to ensure that the Fire Department has access to the Property at all times while construction is underway by means of a hard surface for fire truck access.
- E. Schedule. Prior to the construction of the Improvements the Developer shall submit to the City Engineer a proposed Project Schedule for the Improvements to be constructed by the Developer. No permits will be issued for the Development until the schedule has been reviewed by the City Engineer and Staff of departments directly impacted by the timing of the Improvements. If conflicts with the schedule are determined, Staff shall return the schedule with comments, to be resubmitted by the Developer. The Developer shall be notified once it is determined that no conflicts exist with the schedule. The Project Schedule shall be incorporated into this Agreement by addendum, and no action of the City Council will be required to incorporate the schedule.
- F. Design Phase. The Developer shall submit all preliminary design documents to the City for approval before proceeding with the construction of the Improvements. On the basis of such approved preliminary design documents, the Developer shall:
- (1) Prepare detailed drawings, plans, design data, and estimates to show the character and scope of the work to be performed by contractors for all Improvements ("**Plans**").
  - (2) Furnish to the City Engineer copies of such Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Improvements.
  - (3) Furnish the number of approval copies of the final Plans for the Improvements as the City may require.
  - (4) Ensure that the Plans conform to all Applicable Laws.
  - (5) All final Plans shall be presented to the City Engineer for approval, and no action of the City Council will be required to incorporate the final Plans into this Agreement.
- G. Construction. The Developer will construct all the Improvements according to the approved Plans. The requirements set forth in **Exhibit C** shall apply to the construction of the Improvements. The Developer shall maintain, at its sole cost and expense, the Improvements until such time as said Improvements are accepted by the City Engineer pursuant to Section 2.J, "Dedication" of this Agreement or another governmental entity. The Developer shall not do or permit others, by

contract or otherwise, to do any work related to the construction of the Improvements until the Developer has paid for all required City and other governmental required permits and authorizations.

H. Right of Way Acquisition.

- (1) The Developer shall be responsible for acquiring or negotiating for the donation of all right-of-way or easements that are needed to construct the Improvements, including all necessary temporary construction easements.
- (2) In the event that the Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Improvements over which the City exercises jurisdiction, the Developer may submit a request to the City in the manner prescribed by **Section 27 (Notice)** below requesting that the City use its authority to acquire the property interests necessary for the Improvements. The City will respond to such a request within thirty (30) days of receipt of same, and in such response the City will indicate whether it agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction. The City is not obligated to use its authority to assist in the acquisition of property interests necessary for the Improvements.
- (3) In the event the City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction, prior to beginning any work to acquire said right-of-way or easements, the Developer shall first execute an Acquisition Funding Agreement with the City which provides for the terms and conditions under which the Developer will place all estimated Acquisition Costs in escrow with the City prior to commencement of condemnation for right-of-way or easements. The Acquisitions Costs shall include, but shall not be limited to: the actual price paid for all right-of-way or easements, whether determined by negotiation or eminent domain; expenses related to the establishment of acquisition values of right-of-way or easements, including appraisals; legal fees, other expenses paid to third parties, and expenses incurred by the City related to acquisition of right-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the right-of-way or easements. The Acquisition Funding Agreement shall obligate the Developer to reimburse the City in full for all Acquisition Costs that result from the City's use of its authority to acquire any portion of the Improvements.
- (4) The Developer shall dedicate or convey, as applicable, to the City, at no cost to the City, all property interests owned by the Developer which are necessary for the Improvements.

- I. Utility Relocation. The Parties agree that all costs associated with relocating any existing utilities from any existing public or private easement, as a result of construction of the Improvements, shall be paid by the Developer, and are not the responsibility of the City. The Parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of construction of the Improvements, which are not paid by a utility company, shall be paid by the Developer and are not the responsibility of the City.
- J. Inspections and Revisions. The Developer agrees to permit City employees, agents and contractors to inspect, observe, and oversee the construction of all Improvements in order to ascertain and determine that the standards of the City have been met. The Developer shall obtain the City Engineer's approval of all revisions materially altering the design or specifications of the Improvements.
- K. Dedication. Upon completion, inspection and approval of the Improvements that are within the jurisdiction of the City, the Developer will dedicate the applicable Improvements to the City, for its use, operation and maintenance. The City shall be under no obligation to accept the dedication or conveyance of any Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the City Engineer. Upon written notice of the inspection and approval of the City Engineer, the Developer agrees to convey all the Improvements to the City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar. The City acknowledges that the right of the Developer in the Improvements is subject to any liens and encumbrances on the Property entered into by the Developer, and any such lienholder shall possess all rights to enjoy the Improvements as may be possessed by the Developer and intended for the Property, but the Developer shall not specifically enter into any lien or encumbrance that gives any entity rights to the Improvements dedicated to the City other than the right to use said Improvements as intended for the Property.

3. **Timing of Issuance of Certificates of Occupancy.** Temporary Certificates of Occupancy for the Project shall not be issued until the requirements set forth in **Exhibit C** have been satisfied with respect to each particular Improvement. Final Certificates of Occupancy for the Project will not be issued until a Certificate of Final Acceptance has been issued for all Improvements described in **Exhibit C**.

4. **Indemnification.**

- A. General Indemnity. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or

sustained, by any person, persons, or property arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises out of or is related to the performance of this Agreement; provided, however, that the Developer need not save harmless the City from claims, demands, losses and expenses arising out or to the extent caused by the sole negligence of the City, its employees or agents. This indemnification obligation shall survive the termination or expiration of this Agreement.

- B. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement. In addition, the Parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- C. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by **Section 31** of this Agreement.
- D. Use of Independent Contractors. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

5. **Insurance.**

- A. General Provisions. Prior to commencing construction of the Improvements, the Developer shall file with the City evidence of liability insurance that is consistent with the requirements of the City's Design and Construction Manual and in the amounts set forth below.
- B. Limits and Coverage. Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by the City:
  - (1) Commercial General Liability: Minimum \$3,000,000 each occurrence limit for bodily injury and property damage; \$3,000,000 policy aggregate; \$2,000,000 products and completed operations aggregate.

- (2) Automobile Liability: Minimum \$3,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.
- (3) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability \$1,000,000 each occurrence.
- (4) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of \$3,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

The following endorsements shall attach to the policy:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (3) Broad form property damage liability shall be afforded.
- (4) The City shall be listed as an additional insured.
- (5) Any lender shall be listed as an additional insured.
- (6) Standard form of cross-liability shall be afforded.
- (7) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2019 is \$2,865,330 for all claims arising out of a single accident or occurrence.

- C. Use of Contractors and Subcontractors. The Developer shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Design and Construction Manual. Said insurance shall be maintained in full force and effect until the completion of construction of the Improvements, and issuance of a Certificate of Substantial Completion by the City.

D. Workers' Compensation. The Developer shall ensure that all contractors or subcontractors performing work for the Developer obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, the Developer shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims arising out of occurrences during construction of the Improvements. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City as a result of the failure of either the Developer or any contractor or subcontractor of the Developer to obtain and maintain such insurance. The Developer further waives its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. The Developer shall provide the City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

6. Bonds. The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Improvements and all other public infrastructure improvements that are constructed by the Developer and dedicated to the City.

A. Performance Bond. Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Performance Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Performance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

B. Payment Bonds. Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Payment Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful payment of the provisions, terms and conditions of the construction contract. The Payment Bond shall name the City as an additional obligee and copies of certificates of such bond shall be delivered to the City.

C. Maintenance Bonds. Prior to acceptance and dedication of the Improvements, the Developer shall, or shall ensure that its contractors shall, provide a Maintenance Bond in a form approved by the City Attorney, in an amount equal to fifty percent (50%) of the cost of the Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that the City issues a Certificate of Substantial Completion for such Improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Maintenance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

- D. **Indemnity for Failure to Provide Bonds.** The Developer shall indemnify the City and its officers and employees for any damage or loss incurred or sustained by the City, its officers or employees, as a result of the failure of the Developer or its contractors to provide the bonds set forth in this Section.
7. **Prevailing Wage.** To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (Sections 290.210 to 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. The Developer shall submit sufficient information to the City's Director of Finance to allow Staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations.
8. **Remedies.** Each Party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting Parties hereto, the non-defaulting Party shall have the right to enforce specific performance of this Agreement against the defaulting Party, and such non-defaulting Party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement.
9. **Rights and Remedies Non-Exclusive.** No right or remedy conferred upon or reserved to any Party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.
10. **Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
11. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.
12. **Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the Parties expressly waive any rights to venue inconsistent therewith.
13. **City Requirements and Prior Approval.** The Developer agrees to comply with all Applicable Laws, including, but not limited to, the City's Unified Development Ordinance, the Design and Construction Manual, and all planning or infrastructure requirements related to the development of the Property. The Developer acknowledges and agrees that the City is not, and shall not be, in any way liable for damages, losses or injuries that may be sustained as a result of the City's review and approval of any Plans

or Plats of or relating to the Development, the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Development, the Property or the Improvements. The Developer further acknowledges and agrees that the City's review and approval of any such Plans or Plats and the issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, licensees or any third Party, against damage or injury of any kind at any time. The Parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development.

14. **Recording and Binding Effect.** No building permits shall be issued for any structure in the Project until the agreement has been fully executed. The City shall file a copy of this Agreement or a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("**Office**"). This Agreement shall run with the land and be binding on and inure to the benefit of the Parties and their respective legal representatives, successors in interest, successors and assigns. Upon certification by the City Engineer of the completion of the Developer's obligations under this Agreement, the City Manager, in his sole discretion, may execute, on behalf of the City, a document suitable for recording in the Office, in such form as is approved by the City Attorney that acknowledges the completion of the Developer's obligations under the Agreement.

The City acknowledges that the Developer may enter into one or more lending relationships to develop the Property and as such, agrees to provide any such lender a security interest in this Agreement, in form and substance as reasonably requested by the lender, so long as such security agreement does not interfere with or encumber the dedication of the Improvements to the City.

15. **Time of Essence.** Time is of the essence with respect to the duties and obligations set forth herein.
16. **Estoppel Letter.** Upon request by Developer, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.
17. **Representations.** The Developer represents that it owns portions of the property described in **Exhibit A** on the date that this Agreement is executed, or has right to use those portions that are not owned by Developer. Each Party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other Party that is the subject of this Agreement. The Parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by

the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions.

19. **No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
20. **Rules of Construction.** Each Party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each Party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting Party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
21. **Assignment.** The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other Party, which consent shall not be unreasonably withheld. The Developer shall request the assignment of the Agreement, with the consent of the City, to any person, firm, corporation, or entity to which any ownership interest in the Property is transferred after the date of execution of this Agreement.
22. **Entire Agreement.** This Agreement and the acts provided for herein is the entire agreement between the Parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all Parties.
23. **Exhibits.** All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
24. **Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
25. **Severability.** Any provision of this Agreement which is not enforceable according to law will be severed from this Agreement, and the remaining provisions shall be enforced to the fullest extent permitted by law.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
27. **Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

City Manager  
City Hall  
220 SE Green Street  
Lee's Summit, Missouri 64063

With a copy to:

City Attorney  
City Hall  
220 SE Green Street  
Lee's Summit, Missouri 64063

Director of Development Services  
City Hall  
220 SE Green Street  
Lee's Summit, Missouri 64063

Notices to Developer shall be addressed to:

Lee's Summit Senior Community, LLC  
c/o O'Reilly Development Co., LLC  
5051 S. National Ave. Suite 4-100  
Springfield, MO 65810

With a copy to:

Spencer Fane  
1000 Walnut, Suite 1400  
Kansas City, MO 64106  
Attn: S. Shawn Whitney

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

*[Remainder of this page intentionally left blank]*





## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

All that part of the Southwest Quarter of Section 10, Township 47 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of Section 10, Township 47 North, Range 31 West, said point also lying on the centerline of Westbound U.S. Route 50 right of way, as established in MoDOT Job No. J4P1191, dated 12/14/98; thence South 87 degrees 49 minutes 47 seconds East, along the North line of said Southwest Quarter, and along said centerline, a distance of 2058.21 feet to a point; thence South 02 degrees 10 minutes 13 seconds West, departing said North line and said centerline, a distance of 246.60 feet to a point on the South line of said U.S. Route 50 right of way, as established in said MoDOT Job No. J4P1191, dated 12/14/98, the POINT OF BEGINNING; thence South 87 degrees 48 minutes 47 seconds East, along said South line, a distance of 255.44 feet to a point; thence South 82 degrees 16 minutes 26 seconds East, continuing along said South line, a distance of 72.52 feet to a point; thence North 79 degrees 54 minutes 16 seconds East, continuing along said South line, a distance of 94.02 feet to a point; thence South 87 degrees 48 minutes 47 seconds East, continuing along said South line, a distance of 162.49 feet to a point on the East line of said Southwest Quarter; thence South 02 degrees 13 minutes 14 seconds West, departing said South line, along said East line, a distance of 769.10 feet to the Northeast corner of Princeton Heights 3rd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence North 87 degrees 51 minutes 04 seconds West, departing said East line, along the North line of said Princeton Heights 3rd Plat, and along the North line of Princeton Heights 2nd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri, a distance of 581.97 feet to a point; thence North 02 degrees 13 minutes 14 seconds East, departing said North line, a distance of 756.49 feet to the POINT OF BEGINNING, containing 442,278 Square Feet or 10.1533 Acres, more or less.

**EXHIBIT B**

**MAP OF THE PRELIMINARY DEVELOPMENT PLAN**

*[Attached]*





## EXHIBIT C

### REQUIREMENTS FOR IMPROVEMENTS

The “**Improvements**” consist of the Water Improvements, the On-Site Sewer Improvements and the Transportation Improvements as listed below. All Improvements shall be designed, engineered, and constructed by or at the direction of the Developer in the manner set forth in this Agreement and as set forth in the conditions and requirements below.

#### **Water Improvements**

Install approximately 2650 linear feet of 12-inch C900 PVC public water main and approximately 60 linear feet of 12-inch Class 50 DIP public water main and all associated appurtenances along the south side of Oldham Road (Line 1) from the existing 20-inch public water transmission main on Ranson Road eastward to the west side of (new) Princeton Drive and install approximately 755 linear feet of 8-inch C900 PVC public water main and all associated appurtenances along the west side of (new) Princeton Drive (Line 2) to the existing 8-inch public water main near the southeast corner of the project. Foundation Only building permits will be allowed upon approval of the engineering plans. Lines 1 and 2 shall have received a Certificate of Substantial Completion and the private site fireline loop shall be considered substantially complete prior to any full building permits being issued.

#### **On-Site Sewer Improvements**

The sanitary sewer improvements that will be constructed by Developer within the boundaries of the Redevelopment Project Area as required by the City’s Code of Ordinances. A single-lot commercial building permit may be issued for the project which will allow construction of the On-Site Sewer Improvements simultaneously with construction of the private portions of the Project. A Certificate of Substantial Completion for the On-Site Sewer Improvements shall have been issued prior to the issuance of a Temporary or Final Certificate of Occupancy for any structure in the Project.

#### **Transportation Improvements**

The issuance of a single-lot commercial building permit may be issued for the project which will allow construction of the Transportation Improvements described below simultaneously with construction of the Project. A Certificate of Substantial Completion for the Transportation Improvements shall have been issued prior to the issuance of a Temporary or Final Certificate of Occupancy for any structure in the Project.

1. Improve Oldham Parkway adjacent to the development to an urban standard as shown on the Preliminary Development Plan. This improvement shall be constructed in coordination with widening of Oldham Parkway for left-turn lanes at the site driveways.
2. The construction of Princeton Drive as a public street, as shown on the Preliminary Development Plan.

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN LOCATED GENERALLY AT THE SOUTHEAST CORNER OF SE RANSON RD AND SE OLDHAM PKWY IN DISTRICT CP-2, PROPOSED LEE'S SUMMIT SENIOR LIVING FACILITY IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 33, OF THE UNIFIED DEVELOPMENT ORDINANCE OF LEE'S SUMMIT CODE OF ORDINANCES, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2019-017, submitted by O'Reilly Development Co., requesting approval of a preliminary development plan in District CP-2 (Planned Community Commercial District) on land located generally at the southeast corner of SE Ranson Rd and SE Oldham Pkwy was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a preliminary development plan by the City following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the preliminary development plan on March 14, 2019, and rendered a report to the City Council recommending that the preliminary development plan be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on April 2, 2019, and approved a motion for a second ordinance reading to approve the preliminary development plan for said property.

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

SECTION 1. That a preliminary development plan is hereby approved in District CP-2 on the following described property:

Section 10, Township 47 North, Range 31 West, in Lee's Summit, Jackson County, Missouri, being described as follows:

*All that part of the Southwest Quarter of Section 10, Township 47 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, described as follows:*

*COMMENCING at the Northwest corner of the Southwest Quarter of Section 10, Township 47 North, Range 31 West, said point also lying on the centerline of Westbound U.S. Route 50 right of way, as established in MoDOT Job No. J4P1191, dated 12/14/98; thence South 87 degrees 49 minutes 47 seconds East, along the North line of said Southwest Quarter, and along said centerline, a distance of 1938.21 feet to a point; thence South 02 degrees 10 minutes 13 seconds West, departing said North line and said centerline, a distance of 246.56 feet to a point on the South line of said U.S. Route 50 right of way, as established in said MoDOT Job No. J4P1191, dated 12/14/98, the POINT OF BEGINNING;*

*thence South 87 degrees 48 minutes 47 seconds East, along said South line, a distance of 375.44 feet to a point; thence South 82 degrees 16 minutes 26 seconds East, continuing along said South line, a distance of 72.52 feet to a point; thence North 79 degrees 54 minutes 16 seconds East, continuing along said South line, a distance of 94.02 feet to a point; thence South 87 degrees 48 minutes 47 seconds East, continuing along said South line, a distance of 162.49 feet to a point on the East line of said Southwest Quarter; thence South 02 degrees 13 minutes 14 seconds West, departing said South line, along said East line, a distance of 769.10 feet to the Northeast corner of Princeton Heights 3rd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence North 87 degrees 51 minutes 04 seconds West, departing said East line, along the North line of said Princeton Heights 3rd Plat, and along the North line of Princeton Heights 2nd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri, a distance of 701.97 feet to a point; thence North 02 degrees 13 minutes 14 seconds East, departing said North lines, a distance of 756.57 feet to the POINT OF BEGINNING, containing 533,062 Square Feet or 12.2374 Acres, more or less.*

SECTION 2. That the following conditions of approval apply:

1. A modification to the high impact buffer along the eastern boundary, to allow the existing tree mass to serve as a buffer.
2. A modification to the maximum building height of 40 feet in the CP-2 zoning district, to allow a total building height of approximately 41.6 feet.
3. The developer shall execute a mutually satisfactory development agreement with the City, which addresses, at a minimum, any required offsite water, sanitary and road improvements. No building permits shall be issued for any structure in the development until written proof is provided to the City that the development agreement has been recorded in the Jackson County Recorder's Office.
4. Development shall be in accordance with the preliminary development plan date stamped February 19, 2019, inclusive of the road improvements along SE Oldham Pkwy and extension of SE Princeton Drive.

SECTION 3. That development shall be in accordance with the preliminary development plan, date stamped February 19, 2019:

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgment on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgment.

SECTION 5. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit.

SECTION 6. 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 9<sup>th</sup> day of April, 2019.

  
\_\_\_\_\_  
Mayor William A. Baird

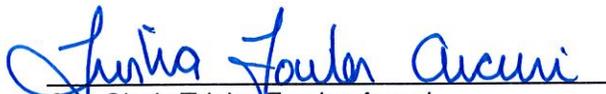
ATTEST:

  
\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this 11<sup>th</sup> day of April, 2019.

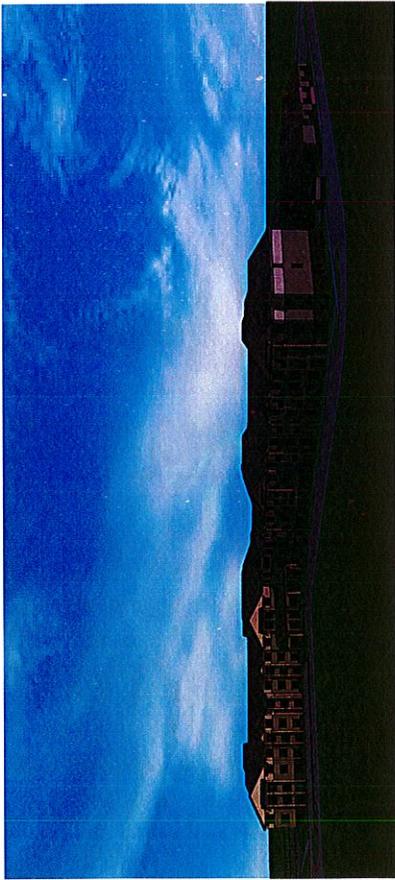
  
\_\_\_\_\_  
Mayor William A. Baird

ATTEST:

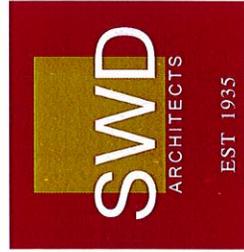
  
\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney *Brian Head*



PRELIMINARY DEVELOPMENT PLAN  
**LEE'S SUMMIT SENIOR COMMUNITY**  
 S.E. OLDHAM PARKWAY & S.E. PRINCETON DRIVE  
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI



STARK WILSON DUNCAN ARCHITECTS INC  
 315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698 F 816.532.1978

**SHEET LIST**

- G10 PRELIMINARY DEVELOPMENT PLAN
- G20 PRELIMINARY GRADING PLAN
- G40 PRELIMINARY STORMWATER PLAN
- G10 PRELIMINARY LANDSCAPE PLAN
- G10 DETAILS
- G11 DETAILS - PAVEMENT PLAN
- A10 BUILDING ELEVATIONS - INTERDEPENDENT LIVING
- A11 BUILDING ELEVATIONS - SINGLE-FAMILY HOMES
- A12 BUILDING ELEVATIONS - DETACHED HOMES
- A13 BUILDING ELEVATIONS - APARTMENTS
- A14 SITE DETAILS
- PH1 SITE PLAN PHOTOGRAPHS

**PROJECT TEAM**

**ARCHITECT**  
 STARK WILSON DUNCAN ARCHITECTS INC  
 315 NICHOLS RD. SUITE 228  
 KANSAS CITY, MISSOURI 64112  
 816.531.1698

**CIVIL**  
 OLSSON  
 509 E. ST. LOUIS ST.  
 SPRINGFIELD, MO 65806  
 417.889.8862

**STRUCTURAL**  
 BOSS & CAMERON S. CO.  
 1324 BELLEVUE  
 KANSAS CITY, MO 64111  
 816.531.4144

**MECHANICAL/ELECTRICAL/PLUMBING**  
 HOSS & BROWN ENGINEERS  
 1000 N. GARDNER  
 LEONIA, MS 32714  
 913.362.5690

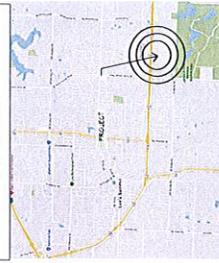
**OWNER**  
 CRELLI DEVELOPMENT CO.  
 205 W. HARRISON AVE. #100  
 SPRINGFIELD, MO 65815  
 417.893.6006

**MANAGEMENT COMPANY**  
 ARROW SENIOR LIVING  
 1000 N. GARDNER  
 LEONIA, MS 32714  
 913.362.5690

**GENERAL PROJECT NOTES**

1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE BUILDING CODE, 2015 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE ELECTRICAL CODE, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE MECHANICAL AND PLUMBING CODES, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
4. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE LANDSCAPE ARCHITECTURE CODE, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE FIRE AND LIFE SAFETY CODES, 2015 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE HEALTH CARE FACILITY REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
7. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR HOUSING REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR COMMUNITY REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
9. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR CENTER REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
10. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR APARTMENT REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
11. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR INDEPENDENT LIVING REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
12. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR DETACHED HOME REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
13. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR APARTMENT REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
14. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR INDEPENDENT LIVING REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
15. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR DETACHED HOME REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
16. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR APARTMENT REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
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18. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR DETACHED HOME REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
19. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR APARTMENT REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.
20. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MISSOURI STATE SENIOR INDEPENDENT LIVING REGULATIONS, 2017 EDITION, AND ALL APPLICABLE LOCAL ORDINANCES.

ISSUE DATE:  
 2/19/19



LOCATION MAP





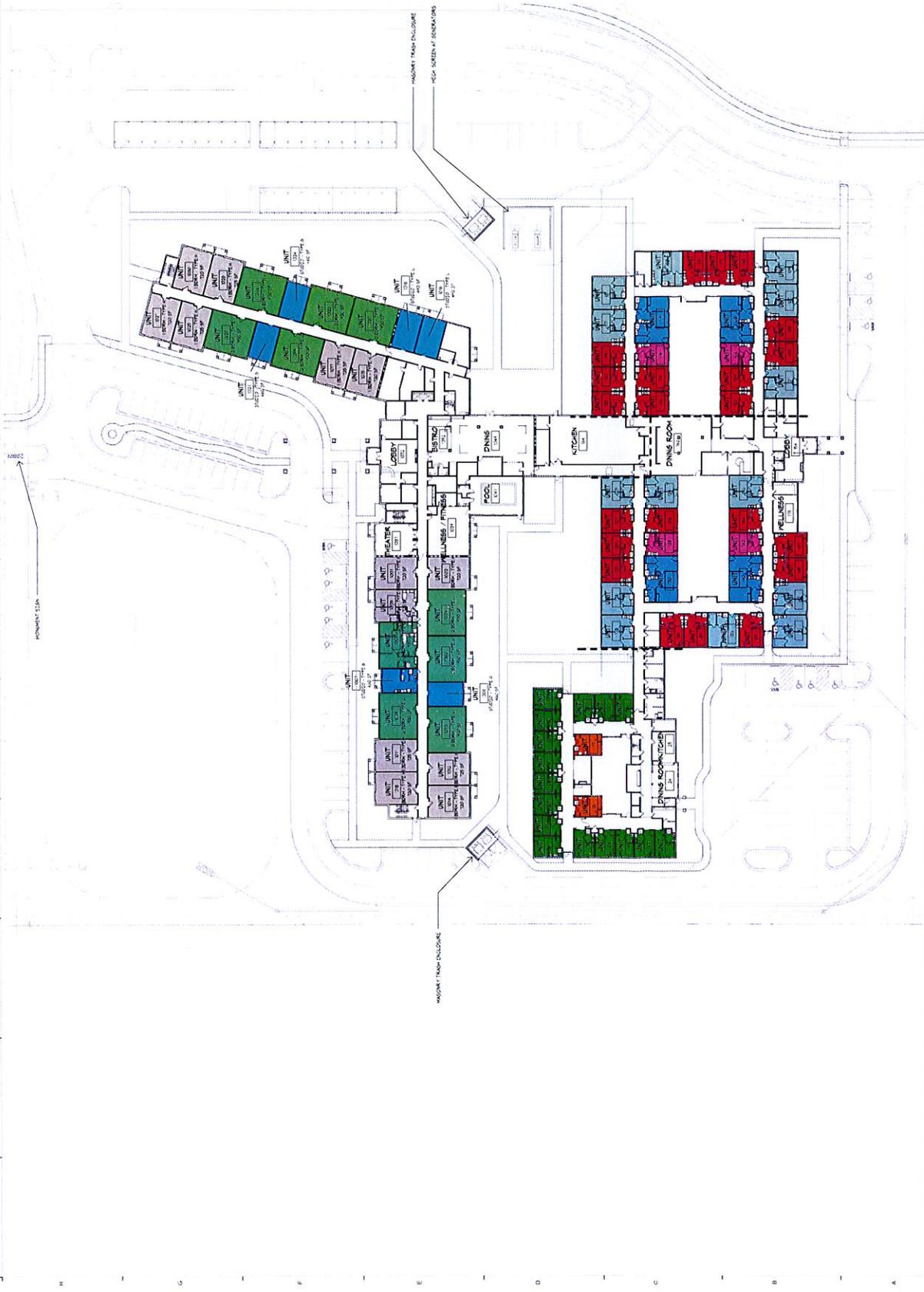




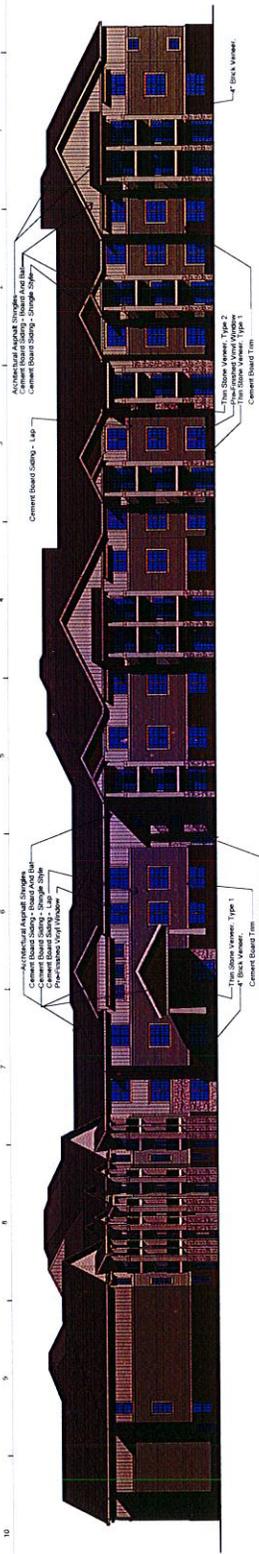




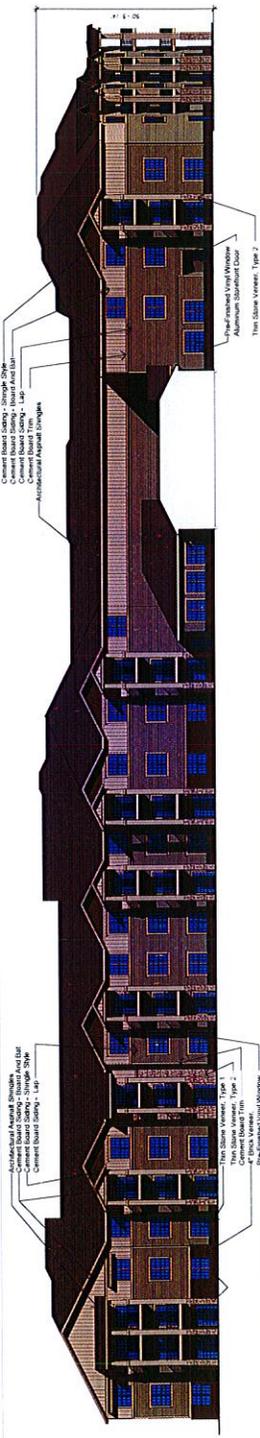




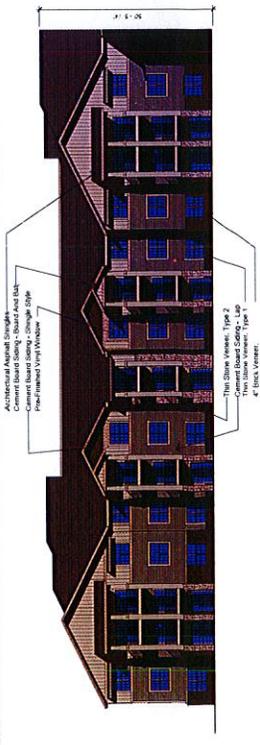
**A6** FIRST FLOOR PLAN  
1/32" = 1'-0"



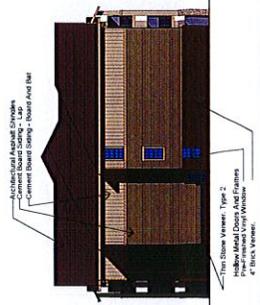
**G10** NORTH ELEVATION IL  
1/16" = 1'-0"



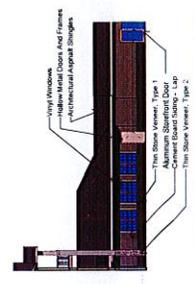
**E10** SOUTH ELEVATION IL  
1/16" = 1'-0"



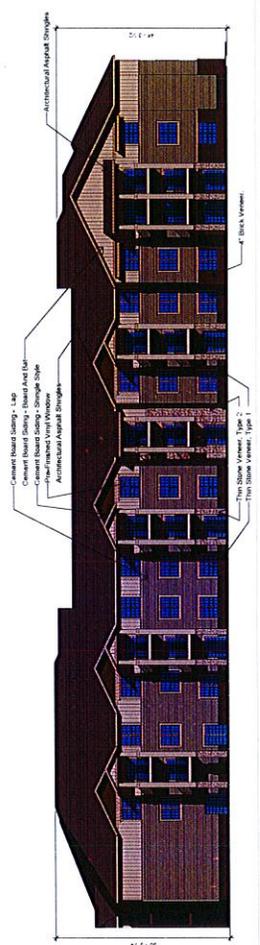
**C10** PARTIAL WEST ELEVATION - IL NORTH  
1/16" = 1'-0"



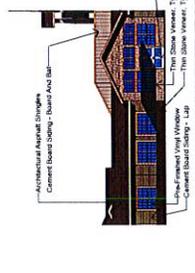
**C2** PARTIAL NORTH ELEVATION - IL  
1/16" = 1'-0"



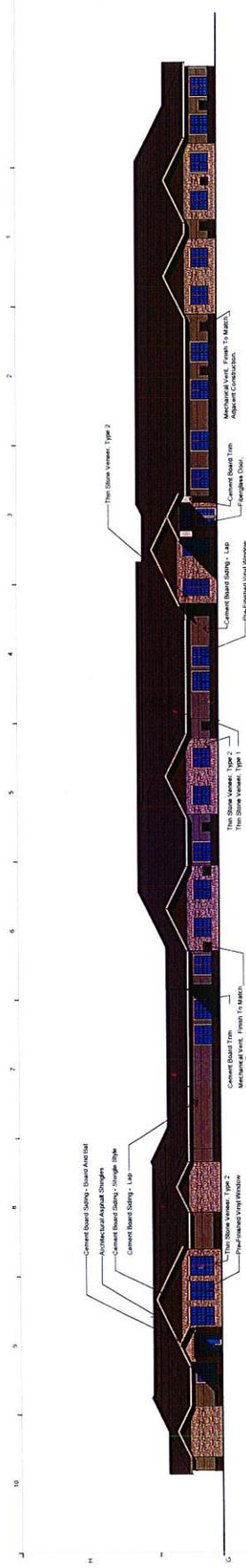
**C5** PARTIAL WEST ELEVATION - IL SOUTH  
1/16" = 1'-0"



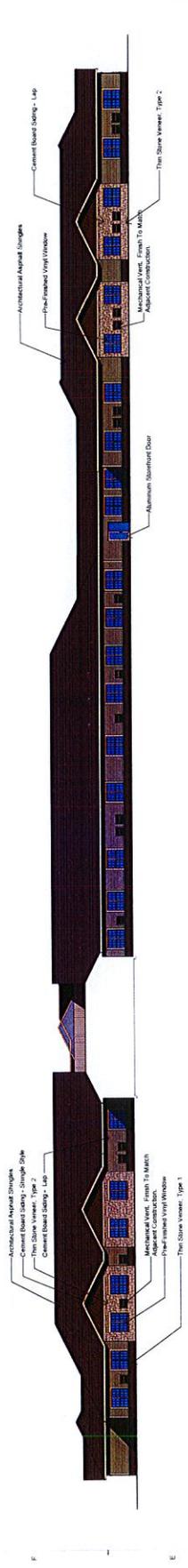
**A8** PARTIAL EAST ELEVATION - IL NORTH  
1/16" = 1'-0"



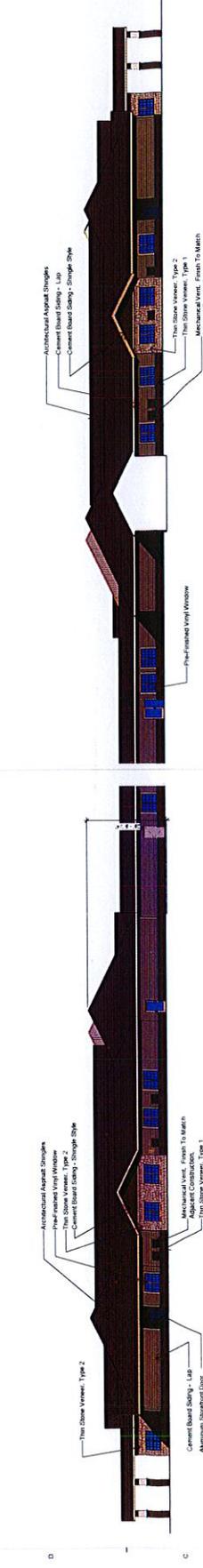
**A10** PARTIAL EAST ELEVATION - IL SOUTH  
1/16" = 1'-0"



**G10 MCAL SOUTH ELEVATION**  
1/16" = 1'-0"



**E10 MCAL NORTH ELEVATION**  
1/16" = 1'-0"



**C10 AL EAST ELEVATION**  
1/16" = 1'-0"

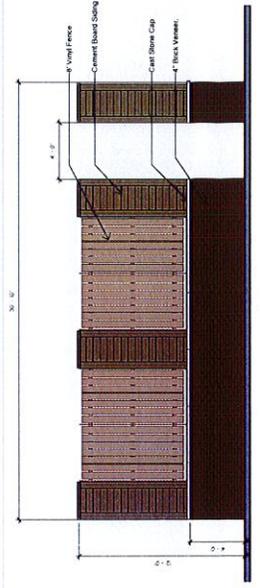
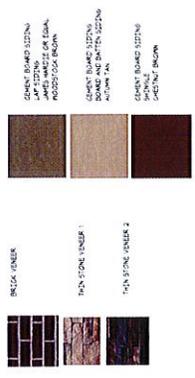
**C5 AL WEST ELEVATION**  
1/16" = 1'-0"



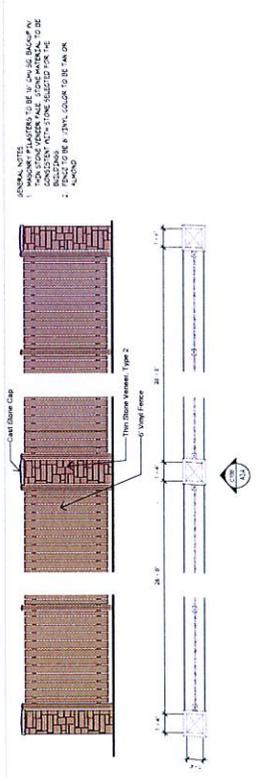
**A10 MC WEST ELEVATION**  
1/16" = 1'-0"



**EXTERIOR FINISH LEGEND**

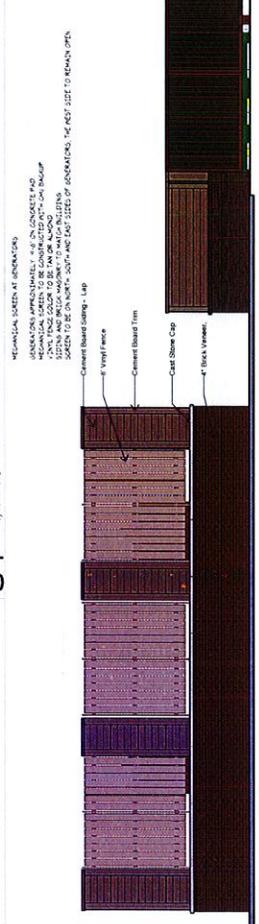


**C4** MECH SCREEN - SOUTH ELEVATION  
1/4" = 1'-0"



**A6** MECH SCREEN - EAST ELEVATION  
1/4" = 1'-0"

**C10** PLAN DETAIL AT FENCE  
1/4" = 1'-0"

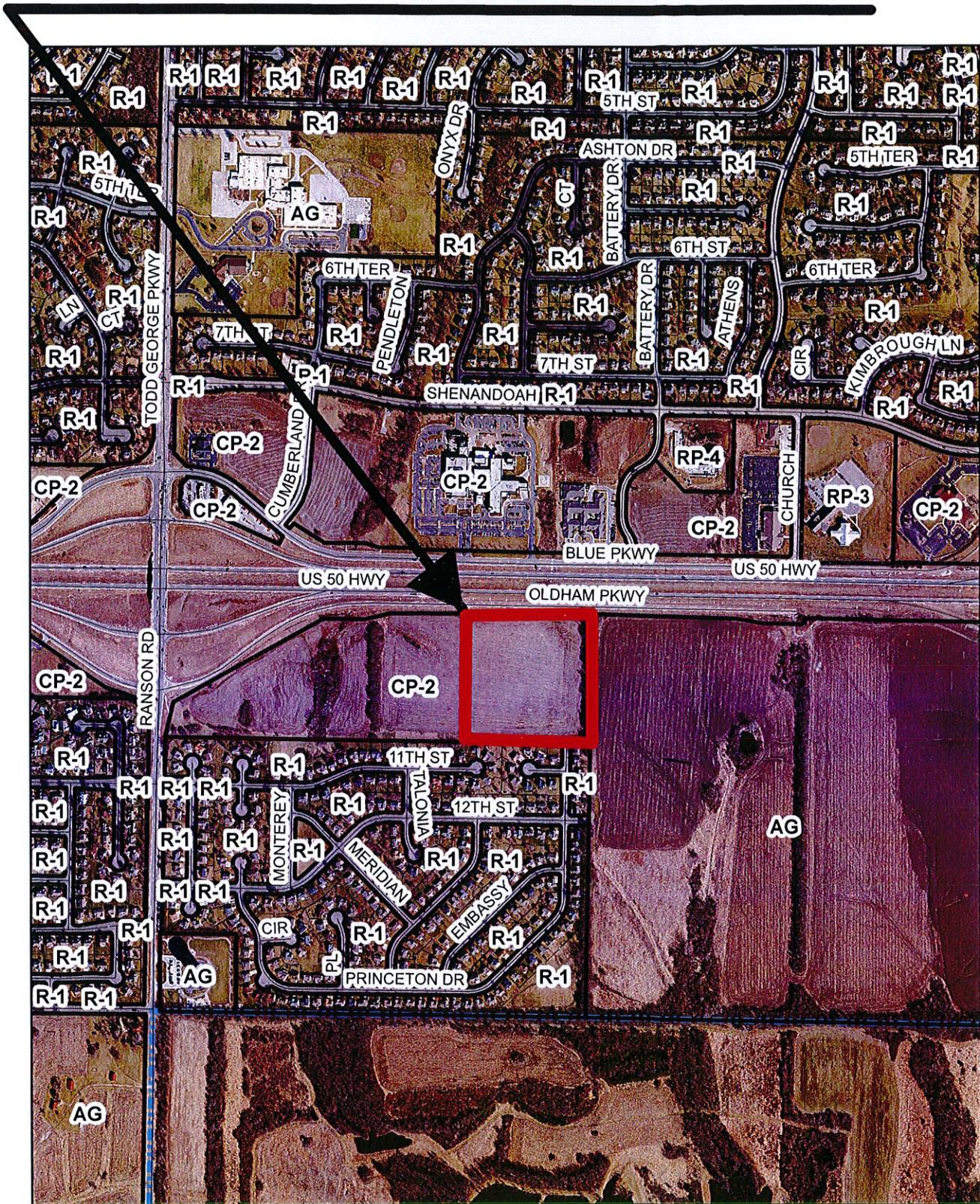


**C10** PLAN DETAIL AT FENCE  
1/4" = 1'-0"





PL#2019-017- PRELIMINARY DEVELOPMENT PLAN &  
PL#2019-018 - SPECIAL USE PERMIT  
LEE'S SUMMIT SENIOR LIVING COMMUNITY  
O'REILLY DEVELOPMENT COMPANY, APPL.



## Packet Information

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**File #:** BILL NO. 19-222, **Version:** 1

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An Ordinance accepting final plat entitled Legacy Wood, 7th Plat, Lots 246-278, and Tracts M & N, as a subdivision to the City of Lee's Summit, Missouri.

(Note: First read by Council on October 1, 2019. Passed by unanimous vote.)

The application will be held between 1<sup>st</sup> and 2<sup>nd</sup> reading while infrastructure is either constructed or a form of security is provided.

Proposed City Council Motion:

I move for adoption of an Ordinance accepting final plat entitled Legacy Wood, 7th Plat, Lots 246-278, and Tracts M & N, as a subdivision to the City of Lee's Summit, Missouri.

Josh Johnson, Assistant Director of Plan Services

Brant Ladwig, Ladwig & Associates

## **BILL NO. 19-222**

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AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED LEGACY WOOD, 7<sup>TH</sup> PLAT, LOTS 246—278, AND TRACTS M & N, AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application PL2017-131, submitted by Wood Family Development, requesting approval of the final plat entitled "Legacy Wood, 7<sup>th</sup> Plat, 1<sup>st</sup> Plat, Lots 246-278, and Tracts M & N", was referred to the Planning Commission as required by Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; and,

WHEREAS, the Planning Commission considered the final plat on August 8, 2017, 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 "Legacy Wood, 7<sup>th</sup> Plat, Lots 246-278, and Tracts M & N" is a subdivision in part of the North Half of Section 2, Township 47N, Range 31W, in Lee's Summit, Missouri more particularly described as follows:

All that part of the North Half of Section 2, Township 47, Range 31, in the City of Lee's Summit, Jackson County, Missouri more particularly described as follows;  
Beginning at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section, said point also being the Northwest corner of Wildflower-2nd Plat, a subdivision of record in said City; thence South 02 degrees 24 minutes 53 seconds West, along the West line of said Wildflower-2nd Plat, a distance of 586.16 feet, to the Northeast corner of Legacy Wood-6th Plat, a subdivision of record in said City; thence the following 17 courses along the Northerly line of said Legacy Wood-6th Plat; thence North 87 degrees 55 minutes 32 seconds West, a distance of 192.70 feet; thence South 02 degrees 04 minutes 28 seconds West, a distance of 43.84 feet; thence North 87 degrees 55 minutes 32 seconds West, a distance of 440.00 feet; thence North 02 degrees 04 minutes 28 seconds East, a distance of 83.33 feet; thence North 87 degrees 55 minutes 32 seconds West, a distance of 180.00 feet; thence South 02 degrees 04 minutes 28 seconds West, a distance of 16.65 feet; thence North 87 degrees 55 minutes 32 seconds West, a distance of 130.00 feet; thence South 02 degrees 04 minutes 28 seconds West, a distance of 240.00 feet; thence North 87 degrees 55 minutes 32 seconds West, a distance of 151.71 feet; thence South 85 degrees 40 minutes 16 seconds West, a distance of 50.00 feet; thence along a curve to the left, (said curve having an Initial Tangent Bearing of South 04 degrees 19 minutes 44 seconds East, a radius of 225.00 feet), an arc distance of 44.47 feet; thence South 74 degrees 20 minutes 47 seconds West, a distance of 110.00 feet; thence North 18 degrees 24 minutes 53 seconds West, a distance of 131.16 feet; thence North 02 degrees 04 minutes 28 seconds East, a distance of 75.44 feet; thence South 48 degrees 21 minutes 56 seconds West, a distance of 36.37 feet; thence along a curve to the right, (said curve having a radius of 525.00 feet), an arc distance of 135.50 feet; thence South 63 degrees 09 minutes 13 seconds West, a distance of 60.08 feet, to a point on the Easterly line of Legacy Wood-2nd Plat, a subdivision of record in said City; thence North 26 degrees 50 minutes 47 seconds West, along said Easterly line, a distance of 50.00 feet, to the Southwest corner of Legacy Wood-3rd Plat, a subdivision of record in said City; thence the following 2 courses along the Easterly line of said Legacy Wood-3rd Plat; thence North 17 degrees 03 minutes 13 seconds West, a distance of 345.37 feet; thence North 26 degrees 37 minutes 41 seconds West, a distance of 41.24 feet, to the Southwest corner of Legacy Wood-5th Plat, a subdivision of record in said City; thence the following 2 courses along the Easterly line of said Legacy Wood-3rd Plat; thence North 02 degrees 24 minutes 19 seconds East, a distance of 128.64 feet; thence North 08 degrees 15 minutes 42 seconds East, a distance of 288.11 feet, to a point on the North line of of the Northwest quarter of said section; thence South 88 degrees 02 minutes 50 seconds East, along the North line of said quarter section, a distance of 42.14 feet; thence South 01 degrees 57 minutes

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10 seconds West, a distance of 378.45 feet; thence South 41 degrees 42 minutes 39 seconds East, a distance of 95.89 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 52.78 feet; thence South 41 degrees 37 minutes 58 seconds East, a distance of 228.93 feet; thence North 48 degrees 21 minutes 56 seconds East, a distance of 57.00 feet; thence North 41 degrees 37 minutes 58 seconds West, a distance of 151.26 feet; thence North 48 degrees 22 minutes 03 seconds East, a distance of 81.22 feet; thence North 57 degrees 56 minutes 10 seconds East, a distance of 291.91 feet; thence North 66 degrees 19 minutes 16 seconds East, a distance of 413.36 feet; thence North 05 degrees 27 minutes 24 seconds East, a distance of 59.51 feet; thence North 02 degrees 24 minutes 14 seconds East, a distance of 3.96 feet, to a point on the North line of the Northwest quarter of the Northeast quarter of said section; thence South 87 degrees 55 minutes 10 seconds East, along the North line of said quarter quarter section, a distance of 669.06 feet, to the Point of Beginning. Containing 18.74 acres. Subject to any existing easements.

Description Closure: N 0.0077, E 0.0056, Perimeter 6,086.23 feet, Precision 1:633,983.33

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 "Legacy Wood, 7<sup>th</sup> Plat, 1<sup>st</sup> Plat, Lots 246-278, and Tracts M & N".

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 Development Services, 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 7, Subdivisions, Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; which plat shall conform to the accompanying plat, and hereby authorizes acceptance of the public improvements required by this ordinance and Article 7 of the UDO of the City, upon the Director of Public Works certifying to the Director of Development Services 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 7.340 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 7.340 of the UDO, deposited an **irrevocable Standby Letter of Credit, Bond, or Cash** 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,

**BILL NO. 19-222**

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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 individual lot owner(s) shall not change or obstruct the drainage flow lines on the lots.

SECTION 8. 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 "Legacy Wood, 7<sup>th</sup> Plat, 1<sup>st</sup> Plat, Lots 246-278, and Tracts M & N", attached hereto and incorporated herein by reference.

SECTION 9. City staff is authorized to prepare, and the Mayor is authorized to execute, an easement to Tri-County Water Authority for the placement of water lines across property owned by the City that lies in unplatted areas in the vicinity of Tract M and Lot 278 and running north and south to the boundaries of the area shown on the plat, in order to facilitate water line placement across platted and unplatted areas that are depicted on this plat.

SECTION 10. 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian W. Head*

September 27, 2019

Legacy Wood, 7<sup>th</sup> Plat

Cost Estimate for Seeding and ADA Ramp Installation

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Item Cost</u>
Seeding- Tract and Creek area	1.6 Acres	\$1500/acre	\$2400
ADA Ramp Installation	6	\$1008.33/ramp	<u>\$6050</u>
TOTAL			\$8450



*R. Kevin Stover*  
9/27/19

The seal is circular with the text "STATE OF MISSOURI" at the top and "REGISTERED PROFESSIONAL ENGINEER" at the bottom. The center contains the text "BOARD OF ENGINEERS" and "NUMBER" followed by a blank space.

# IRREVOCABLE LETTER OF CREDIT

**Borrower:** WOOD FAMILY DEVELOPMENT, INC.  
2840 NE PARKVIEW LN  
LEES SUMMIT, MO 64086

**Lender:** BANK 21  
BLUE SPRINGS BANKING CENTER  
3301 SW HWY SEVEN  
BLUE SPRINGS, MO 64014

**Beneficiary:** CITY OF LEES SUMMIT  
220 SE GREEN ST  
LEES SUMMIT, MO 64063

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**NO.: 7160119-004**

**EXPIRATION DATE.** This letter of credit shall expire upon the close of business on 10-02-2020 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Eight Thousand Four Hundred Fifty & 00/100 Dollars (\$8,450.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER BANK 21 IRREVOCABLE LETTER OF CREDIT NO. 7160119-004 DATED 10-02-2019," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT  
(Continued)

Loan No: 7160119-004

Page 2

Dated: October 2, 2019

LENDER:

BANK 21

By:   
LORI HUDSON, Senior Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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# City of Lee's Summit

## Development Services Department

August 4, 2017

TO: Planning Commission  
FROM: Robert G. McKay, AICP, Director of Planning and Special Projects *J.R.S.  
R.M.*  
RE: **Appl. #PL2017-131 – FINAL PLAT – Legacy Wood, 7<sup>th</sup> Plat, Lots 246 thru 278 & Tracts M & N; Wood Family Development, applicant**

### Commentary

This application is for the final plat of *Legacy Wood, 7<sup>th</sup> Plat, Lots 246 thru 278 & Tracts M & N*, located east of NE Blackwell road and north of NE Langsford Road. The proposed final plat consists of 33 lots and two common area tracts on 18.74 acres. The proposed final plat is substantially consistent with the approved preliminary plat and is the last phase of the Legacy Wood subdivision.

- 33 lots and 2 tracts on 18.74 acres
- 1.76 units/acre, including common area
- 2.12 units/acre, excluding common area
- 4.0 units per acre – maximum allowable density in R-1

### 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 subdivision

**Number of Lots:** 33 lots and 2 common area tracts

**Land Area:** 18.74 acres; 15.63 acres, excluding common area

**Density:** 1.76 units/acre, including common area; 2.12 units/acre, excluding common area

**Location:** east of NE Blackwell road and north of NE Langsford Road

**Zoning:** R-1 (Single-family Residential)

**Surrounding zoning and use:**

**North:** AG (Agricultural) – vacant ground – Legacy Park

**South:** R-1 (Single-Family Residential District) – Legacy Wood subdivision

**East:** Unincorporated Jackson County – large lot residential

**West:** R-1 (Single-Family Residential District) – Legacy Wood subdivision

## Background

- September 5, 2002 – Ordinance No. 5390 was passed by the City Council annexing this property into the City of Lee's Summit and approving a development agreement.
- August 26, 2003 – The Planning Commission approved the preliminary plat (Appl. #2003-173) of Legacy Wood.
- November 6, 2003 – The City Council approved the rezoning (Appl. #2003-174) from AG to R-1 for the Legacy Wood subdivision, by Ordinance No. 5639.
- September 2, 2004 – The City Council approved the final plat (Appl. #2004-129) for Legacy Wood, 1<sup>st</sup> Plat, Lots 1 thru 39 and Tracts A thru C, by Ordinance No. 5803.
- February 9, 2006 – The City Council approved the final plat (Appl. #2005-398) for Legacy Wood, 2<sup>nd</sup> Plat, Lots 40 thru 69, by Ordinance No. 6135.
- September 13, 2007 – The City Council approved the final plat (Appl. #2007-136) for Legacy Wood, 3<sup>rd</sup> Plat, Lots 70 thru 123 and Tracts F and G, by Ordinance No. 6484.
- August 20, 2012 – The City Council approved the final plat (Appl. #PL2012-010) for Legacy Wood, 4<sup>th</sup> Plat, Lots 124-155, by Ordinance No. 7220.
- July 29, 2014 – The City Council approved the final plat (Appl. #PL2013-016) for Legacy Wood, 5<sup>th</sup> Plat, Lots 156-199 and Tract H, by Ordinance No. 7499.
- July 26, 2016 – The Planning Commission recommended approval of the final plat (Appl. #PL2016-092) for Legacy Wood, 6<sup>th</sup> Plat, Lots 200-245 and Tracts J, K & L.

## 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.*

### Engineering

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. The As-graded Master Drainage Plan (MDP) 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.

4. 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).
5. 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.
6. A Land Disturbance Permit shall be obtained from the Development Services Department if ground breaking will take place prior to the issuance of an infrastructure permit or prior to the approval of the Engineering Plans.
7. The building line crosses the easement line on Lots 249, 250, and 252. The building lines shall be trimmed back so that they are not in the easements.

**Fire**

8. All issues pertaining to life safety and property protection shall be in accordance with the 2012 International Fire Code.
9. No building permits shall be issued for this plat until there is substantial completion of the bridge/culvert on NE Legacy Wood Drive.

**Planning**

10. No final plat shall be recorded by the developer until the Director of Planning and Special Projects and the City Attorney have reviewed and approved the declaration of covenants and restrictions pertaining to common property as prepared in accordance with Section 5.330 of the UDO, and until the Director has received certification from the Missouri Secretary of State verifying the existence and good standing of the property owners' association required by Section 5.340 of the UDO. In addition, the approved Declaration of Covenants, Conditions and Restrictions shall be recorded prior to the recording of the final plat.
11. A final plat shall be approved and recorded 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. All lots and tracts shall be labeled with their respective addresses.

RGM/jmt

**Attachments:**

1. Final Plat, date stamped July 18, 2017—2 pages
2. Single Family residential Compatibility Form—3 pages
3. Location Map

**FINAL PLAT**  
**LEGACY WOOD - 7TH PLAT**  
**LOTS 246 THRU 278 & TRACTS M & N**  
**Part of Section 2, Township 47, Range 31**  
**Lee's Summit, Jackson County, Missouri**

**PROPERTY DESCRIPTION:**

All that part of the North Half of Section 2, Township 47, Range 31, in the City of Lee's Summit, Jackson County, Missouri, more particularly described as the Northwest quarter of the Northwest quarter of said Section, said part, also being the Northwest corner of the Westline-2nd Plat, a subdivision of record in said City, thence South 02 degrees 24 minutes 53 seconds West, along the West line of said Westline-2nd Plat, a distance of 598.16 feet, to the Northwest corner of Legacy Wood-5th Plat, a subdivision of record in said City, thence the following 17 courses along the Wetherly line of said Legacy Wood-5th Plat, thence North 87 degrees 55 minutes 32 seconds West, a distance of 192.70 feet, thence South 02 degrees 04 minutes 26 seconds West, a distance of 43.64 feet, thence North 87 degrees 55 minutes 32 seconds West, a distance of 440.00 feet, thence North 02 degrees 04 minutes 28 seconds East, a distance of 83.33 feet, thence North 87 degrees 55 minutes 32 seconds West, a distance of 180.00 feet, thence South 02 degrees 04 minutes 26 seconds West, a distance of 130.00 feet, thence South 02 degrees 04 minutes 28 seconds West, a distance of 260.00 feet, thence North 87 degrees 55 minutes 32 seconds West, a distance of 151.72 feet, thence South 85 degrees 40 minutes 16 seconds West, a distance of 50.00 feet, thence along a curve to the left, (said curve having an initial Tangent Bearing of South 04 degrees 19 minutes 44 seconds East, a radius of 235.00 feet), on an arc distance of 44.47 feet, thence South 74 degrees 20 minutes 47 seconds West, a distance of 10.00 feet, thence North 14 degrees 13 minutes 04 seconds West, a distance of 128.00 feet, thence North 02 degrees 04 minutes 28 seconds East, a distance of 85.00 feet, thence South 48 degrees 21 minutes 55 seconds West, a distance of 50.20 feet, thence along a curve to the right, (said curve having a radius of 335.00 feet), on an arc distance of 135.50 feet, thence South 63 degrees 09 minutes 13 seconds West, a distance of 60.09 feet, to a point on the Easterly line of Legacy Wood-2nd Plat, a subdivision of record in said City, thence North 28 degrees 50 minutes 47 seconds West, along said Easterly line, a distance of 50.00 feet, to the Southwest corner of Legacy Wood-2nd Plat, thence North 17 degrees 03 minutes 13 seconds West, a distance of 345.37 feet, thence North 28 degrees 37 minutes 41 seconds West, a distance of 41.24 feet, to the Southwest corner of Legacy Wood-5th Plat, a subdivision of record in said City, thence the following 2 courses along the Easterly line of said Legacy Wood-5th Plat, thence North 02 degrees 24 minutes 19 seconds East, a distance of 128.64 feet, thence North 08 degrees 15 minutes 42 seconds East, a distance of 288.11 feet, to a point on the North line of the Northwest quarter of said section, thence South 88 degrees 02 minutes 50 seconds East, along the North line of said quarter section, a distance of 421.14 feet, thence South 01 degrees 57 minutes 10 seconds West, a distance of 378.43 feet, thence South 41 degrees 42 minutes 53 seconds East, a distance of 83.69 feet, thence North 50 degrees 52 minutes 52 seconds West, a distance of 151.26 feet, thence North 53 degrees 52 minutes 52 seconds East, a distance of 228.83 feet, thence North 48 degrees 21 minutes 55 seconds East, a distance of 57.00 feet, thence North 41 degrees 37 minutes 58 seconds West, a distance of 151.26 feet, thence North 48 degrees 22 minutes 03 seconds East, a distance of 81.22 feet, thence North 57 degrees 56 minutes 10 seconds East, a distance of 291.91 feet, thence North 66 degrees 19 minutes 16 seconds East, a distance of 413.36 feet, thence North 05 degrees 27 minutes 24 seconds East, to a point on the North line of the Northwest quarter of the Northwest quarter of said section, thence South 87 degrees 55 minutes 10 seconds East, along the North line of said quarter section, a distance of 689.09 feet, to the Point of Beginning, containing 16.74 acres, Subject to any existing easements, Description Course: N 00°01', E 0'00.88, Farmer's 0,689.23 feet, Precision: 1,633,833.33

**SURVEY NOTES:**

THE SURVEYMENTS ON EXCESS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEMED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.  
RECORD TITLE AND EASEMENT INFORMATION HAS BEEN PROVIDED BY COFFEL LAND TITLE, INC., COMMITMENT NUMBER 16009387, DATED MAY 9, 2016.

BEARINGS SHOWN ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WESTERN ZONE.  
MISSOURI STATE PLANE COORDINATES HAVE BEEN CALCULATED BASED ON THE KC METRO CONTROL MONUMENT 24-90, GRID FACTOR = 0.9999923, MISSOURI COORDINATE SYSTEM 1983.  
ELEVATIONS ARE BASED ON KC METRO CONTROL MONUMENT 24-90 HAVING A PUBLISHED ELEVATION OF 996.72 (NAVD, USGS). THE MONUMENT IS LOCATED AT THE "Y" INTERSECTION OF LANSGROB ROAD AND OLD LANSGROB ROAD.

THE 100 YEAR FLOOD PLAIN ILLUSTRATED ON THIS FINAL PLAT OF LEGACY WOOD - 6TH PLAT IS BASED ON THE MARWOOD LAKE OULEVERT AND FLOOD PLAIN REPORT BY MR. TED A. MARIN, P.E., CHM, NORTHWESTAR TECHNOLOGIES, LLC, 19750 BRICH STREET, STILLWELL, KS 66085, DATED OCTOBER 25, 2015.

ALL REAR LOT CORNERS WILL BE SET WITH SEMI-PERMANENT MONUMENTS AND CORRS WILL BE NOTCHED AT THE EXTENSION OF LOT LINES UPON COMPLETION OF CONSTRUCTION OF THIS SUBDIVISION.  
ALL LOTS, PARCELS AND PROPERTIES IN THIS SUBDIVISION SHALL BE SUBJECT TO THE DECLARATION OF RESTRICTIONS FOR LEGACY WOOD AS FILED IN THE OFFICE OF THE RECORDER OF DEEDS IN JACKSON COUNTY, MISSOURI.  
THE DEVELOPER IS RESPONSIBLE FOR INSTALLING THE FIVE FOOT SIDEWALK ALONG NE LEGACY WOOD DRIVE ADJACENT TO TRACT "M".

ALL STORM WATER CONVEYANCE 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.

THERE WAS NO VISIBLE EVIDENCE FOUND OF ABANDONED OIL OR GAS WELLS LOCATED WITHIN THE PLAT BOUNDARY AS OF THIS DATE. THE MISSOURI DEPARTMENT OF NATURAL RESOURCES STATE OIL AND GAS COUNCIL - WELLS AS OF MAY 25, 2016 DATABASE WAS ALSO SEARCHED, NONE WERE FOUND WITHIN THE PLAT BOUNDARY.

FENCES SHOWN, OR REFERENCED HEREIN, MAY REPRESENT DIVISION LINES BETWEEN ADJACENT LAND OWNERS, AND EITHER ENCROACH UPON THE SUBJECT PREMISES, OR PROVIDE THE SUBJECT PREMISES WITH SURPLUS LAND BECAUSE SAID FENCES MAY NOT BE LOCATED ON THE DEED LINES. THESE FENCES MAY BE SUBJECT TO ADVERSE POSSESSION RIGHTS BY SAID ADJACENTS, NO FENCES SHOULD BE REMOVED OR REPAID WITHOUT FIRST CONSULTING CHAPTER 232 OF THE MISSOURI REVENUE STATUTES AND FURTHER, LEGAL ADVICE SHOULD BE SOUGHT, WHICH IS BEYOND THE SCOPE OF SERVICES PROVIDED BY THE SURVEYOR.



**DEDICATION.** THE UNDERSIGNED OWNER(S) OF THE PROPERTY DESCRIBED HEREIN HAS/HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT AND THE PROPERTY SHALL HEREAFTER BE KNOWN AS LEGACY WOOD - 7TH PLAT.

**EASEMENTS.** AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF LEE'S SUMMIT, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN, OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF PILES, WINGS, ANCHORS, CONDUITS AND/OR STRUCTURES FOR UTILITIES, SUCH AS SANITARY SEWER, STORM SEWER, ELECTRICITY, TELEPHONE, CABLE TELEVISION, 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. THE AREAS OUTLINED OR DESIGNATED AS LANSGROB EASEMENTS (L.E.) SHALL BE DEDICATED TO THE LEGACY WOOD HOMEOWNERS' ASSOCIATION TO PRESERVE THE GREEN SPACE AND NATURAL BEAUTY OF THE SUBDIVISION.

GRANTOR, ON BEHALF OF HIMSELF, HIS HEIRS, HIS ASSIGNS AND SUCCESSORS IN INTEREST, HEREBY WAIVES, 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 WAIVATION OF THE EASEMENT HEREBY GRANTED.

**STREETS.** ROADS AND STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE AS THOROUGHFARES ARE HEREBY SO DEDICATED.

**MASTER DRAINAGE PLAN.** INDIVIDUAL LOT OWNERS SHALL NOT CHANGE OR OBSTRUCT THE FLOW PATH ON LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN, UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.

**BUILDING LINES.** BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING FINAL PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT OF WAY LINE.

**COMMON AREAS.** TRACTS "M" & "N" ARE COMMON AREAS TO BE OWNED AND MAINTAINED BY THE LEGACY WOOD HOMEAS ASSOCIATION DURING THE PERIOD IN WHICH THE DEVELOPER MAINTAINS EFFECTIVE CONTROL OF THE BOARD OF THE PROPERTY OWNERS' ASSOCIATION. THE DEVELOPER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR THE MAINTENANCE OBLIGATIONS OF THE PROPERTY OWNERS' ASSOCIATION.

IN TESTIMONY WHEREOF, THE UNDERSIGNED OWNERS HAVE HEREBY SET THEIR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MR. DAVID WOOD - TREASURER, WOOD FAMILY DEVELOPMENT, INC.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME PERSONALLY APPEARED

THE ABOVE PERSON(S), TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.  
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE THE DATE AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

THIS IS TO CERTIFY THAT THE WITHIN PLAT OF "LEGACY WOOD - 7TH PLAT" WAS SUBMITTED TO AND DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_

RAMOULL L. RHODUS - MAYOR \_\_\_\_\_ DATE \_\_\_\_\_ DENISE R. CHISHOLM, M.A.C. - CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

DANA ARTH - PLANNING COMMISSION SECRETARY \_\_\_\_\_ DATE \_\_\_\_\_ GEORGE M. BINGER III, P.E. - CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

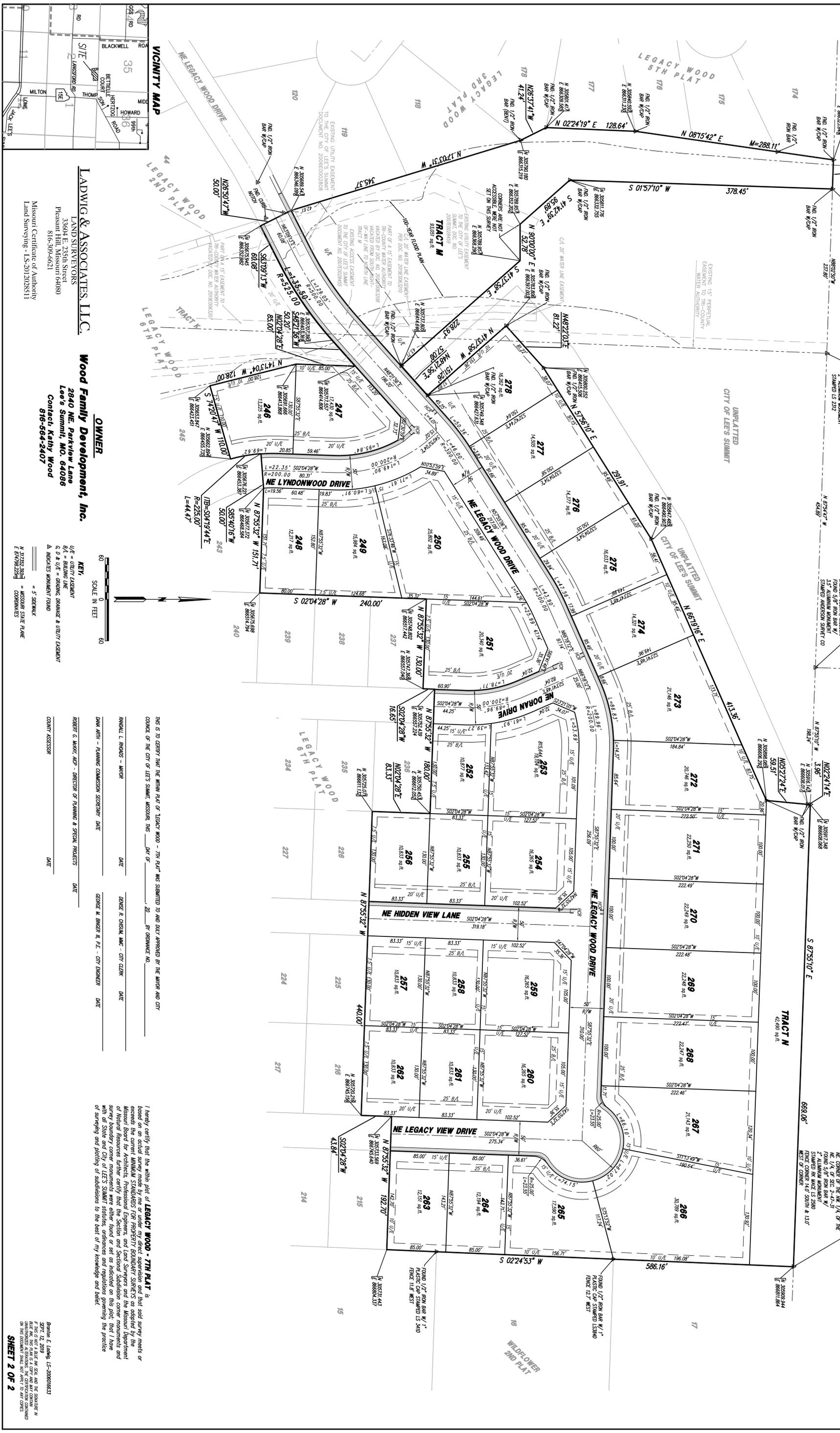
ROBERT G. WALKER, ACP - DIRECTOR OF PLANNING & SPECIAL PROJECTS \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

LOT NO.	ADDRESS
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I hereby certify that the within plat of **LEGACY WOOD - 7TH PLAT** 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 PROFESSIONAL BOUNDARY SURVEYS as adopted by the Missouri Board for Architects, Professional Engineers, and Land Surveyors and the Missouri Department of Natural Resources further certify that the Section and Sectional Subdivision corner monuments and survey boundary corner monuments were either found or set as indicated on this plat, that I have with all State and City of LEE'S SUMMIT statutes, ordinances and regulations governing the practice of surveying and plotting of subdivisions to the best of my knowledge and belief.

**FINAL PLAT**  
**LEGACY WOOD - 7TH PLAT**  
**LOTS 246 THRU 278 & TRACTS M & N**  
**Part of Section 2, Township 47, Range 31**  
**Lee's Summit, Jackson County, Missouri**



**LADWIG & ASSOCIATES, L.L.C.**  
 LAND SURVEYORS  
 33604 E. 235th Street  
 Pleasant Hill, Missouri 64080  
 816-509-6021

**Wood Family Development, Inc.**  
 2640 NE Parkway Lane  
 Lee's Summit, MO, 64086  
 Contact: Kathy Wood  
 816-664-2407

**OWNER**

**KEY**  
 U/E = UTILITY EASEMENT  
 B/L = BUILDING LINE  
 C, D & U/E = GRADING, DRAINAGE & UTILITY EASEMENT  
 Δ MONUMENTS MONUMENT FOUND  
 S = SURVEY  
 N 31752.320' = MISSOURI STATE PLANE  
 E 874798.225' = COORDINATES

THIS IS TO CERTIFY THAT THE WITHIN PART OF LEGACY WOOD - 7TH PLAT WAS SUBMITTED TO AND DULY APPROVED BY THE MAJOR AND CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_

\_\_\_\_\_  
 MAJOR

\_\_\_\_\_  
 PLANNING COMMISSION SECRETARY

\_\_\_\_\_  
 CITY CLERK

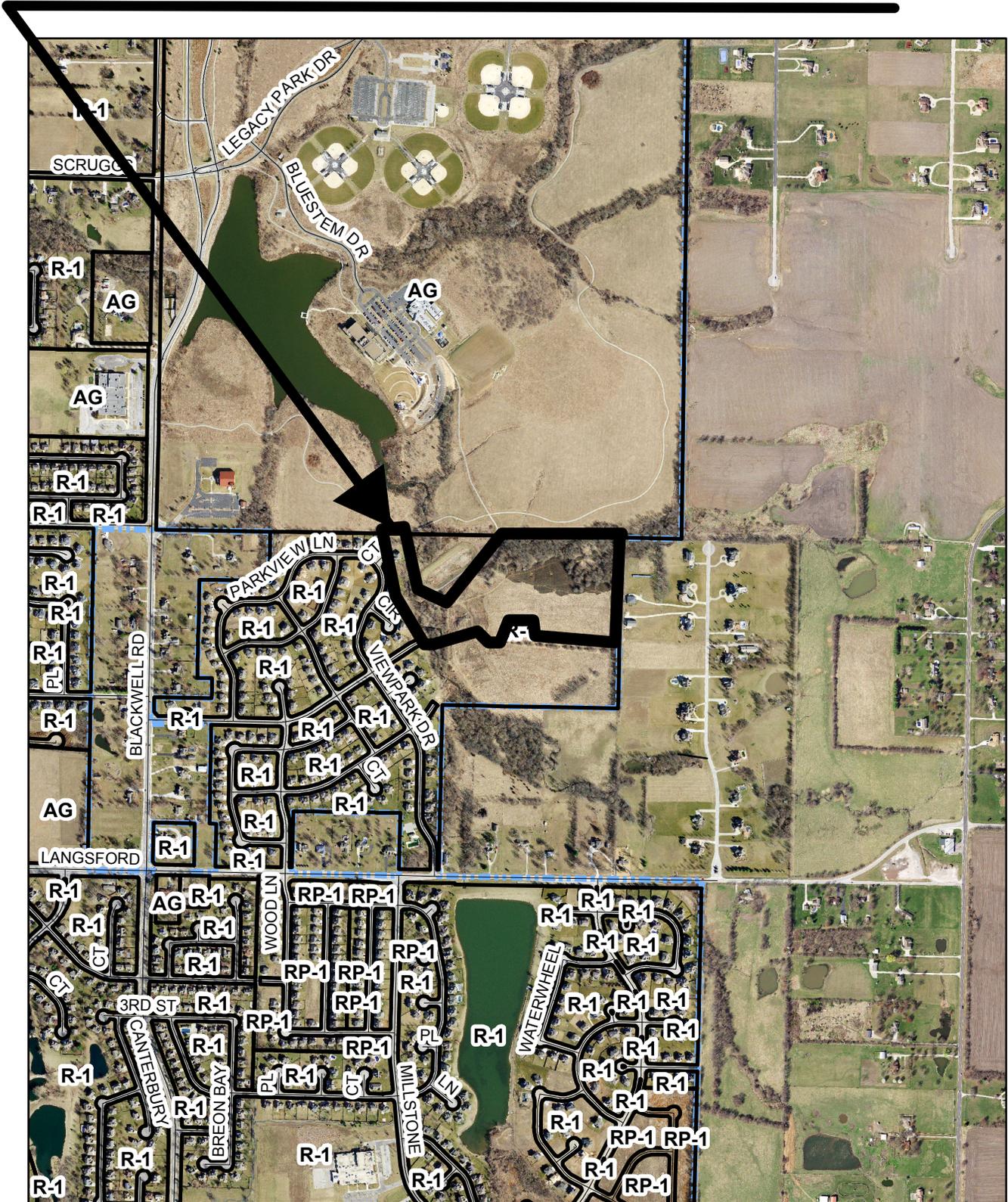
\_\_\_\_\_  
 CITY ENGINEER

\_\_\_\_\_  
 COUNTY ASSESSOR

I hereby certify that the within part of LEGACY WOOD - 7TH PLAT 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 adopted by the Missouri Board for Architects, Professional Engineers, and Land Surveyors and the Missouri Department of Natural Resources further certify that the Section and Sectional Subdivision corner monuments and survey boundary corner monuments were either found or set as indicated on this plat; that I have with all State and City of LEE'S SUMMIT statutes, ordinances and regulations governing the practice of surveying and holding of subdivisions to the best of my knowledge and belief.

\_\_\_\_\_  
 DATE

# PL#2017-131 FINAL PLAT LEGACY WOOD, 7TH PLAT WOOD FAMILY DEVELOPMENT, APPLICANT



## Packet Information

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**File #:** 2019-3045, **Version:** 1

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### Quality Housing Program Discussion

Background:

Throughout 2017 and 2018 staff met with the CEDC several times discussing the merits and challenges of a mandatory rental inspection program. At the last meeting with CEDC staff proposed a voluntary program that would apply to all housing in the City. The Quality Housing Program's (QHP) intent is to improve the safety and maintenance of all housing in Lee's Summit. The QHP focuses on services to encourage compliance with minimum standards established in the Property Maintenance Code (Chapter 16) and the Fire Code (Chapter 13). It is an extension of services offered by the Neighborhood Services (NHS) group. NHS operate under a complaint, investigate, abate style approach. QHP compliments NHS through outward education of City ordinances to neighborhoods, providing connections to existing resources, and to establish a certification program. The certification program encourages compliance to improve the safety of housing. Details for the pilot program for Quality Housing are attached. Topics covered include external education and outreach, certification and voluntary inspections, performance metrics and budget implications.

Ryan Elam, Director of Development Services  
Dan Harper, Assistant Director of Development Services  
Tracy Deister, Manager of Codes Administration

Recommendation: Staff recommends proceeding with the pilot program.

Committee Recommendation: Staff brought forth an update and discussion of the proposed Quality Housing Program to the September 11, 2019, meeting of the Community and Economic Development Committee (CEDC). Following discussion, the CEDC directed staff to present the proposed Quality Housing Program to the full City Council for further discussion.



**LEE'S SUMMIT**  
MISSOURI

**Quality Housing Program**

## **Contents**

**Section 1: Program Overview**

**Section 2: External Education and Outreach**

**Section 3: Certification and Voluntary Inspections**

**Section 4: Performance Metrics**

**Section 5: Budget Implications**

## Section 1: Program Overview

The Quality Housing Program's intent is to improve the safety and maintenance of all housing in Lee's Summit. The Quality Housing Program (QHP) focuses on services to encourage compliance with minimum standards established in the Property Maintenance Code (chapter 16) and the Fire Code (chapter 13). It is an extension of services offered by the Neighborhood Services (NHS) group. NHS operate under a complaint, investigate, abate style approach. QHP compliments NHS through outward education of city ordinances to neighborhoods, providing connections to existing resources, and to establishing a certification program. The certification program encourages compliance to improve the safety of housing.

Current enforcement activities are reactive and are based upon citizen complaints. The (QHP) seeks to correct safety and maintenance issues through education rather than complaints. A more proactive approach will ensure existing properties where violations do not existing continue to remain strong.

In summary, QHP will be composed of the following services:

- External education and outreach
- Certification program
- Voluntary inspection services

## Section 2: External Education and Outreach

The QHP will provide education to citizens of Lee's Summit through a variety of methods. Staff will identify target audiences within the community and determine the best methods of delivery based on the needs of those citizens. Examples include HOAs, landlord groups and social service organizations. After the information has been delivered the method will be evaluated and the content reviewed on a continuous basis to determine the effectiveness of the program. The External Education and Outreach function will be evaluated based on performance, interest, and involvement to ensure methods can be adjusted for maximum effectiveness.

### Audience Identification

Groups and citizens will continue to be identified and evaluated based on interest and outcomes. As community groups change and evolve the method of communication will also change. Staff will continue to identify and work with new groups based on identified needs. Below are the initial groups that will be contacted at the program's onset, with different types and groups to be added.

**Home Owners Associations (HOA):** HOAs represent several neighborhoods within the city, but not all neighborhoods. HOA's allow the City to reach large groups of citizens at once through their existing communications network. Staff will work alongside HOA leadership to educate their residents on City standards for property maintenance.

**Community Organizations (CO):** COs vary in their mission and goals. Depending on how organizations relate to housing, partnering with these organizations will serve as another conduit to share information with citizens. These organizations tend to be non-profit in nature and can vary from a loosely organized neighborhood group to a more

organized group such as a church or incorporated organization. Each group will need to be evaluated for their ability to deliver information on minimum housing standards. ▸

**Business Groups and Associations (BGOA):** BGOAs are important as they represent additional property within the community and include rental properties. Business have property that are part of neighborhoods and may have a vested interest in quality housing nearby. The QHP will reach out to these groups to establish lines of communication.

**Other Citizens:** Identification of residents that are not a part of the above groups is critical as some of the older parts of town do not have HOAs and any education efforts need to be customized for effectiveness. The areas of the city that are not served by one of the above groups will be areas that the QHP will seek to create neighborhood forums and other means of communication to reach these remaining citizens.

In summary, under the QHP staff will continuously look for new groups and partnerships within the community to utilize their member lists for distribution of education. In addition staff will seek to create lines of communication to areas not currently represented by an organized group. Lastly staff will evaluate the interaction, participation, receptiveness and the effectiveness of work with these groups to ensure the outreach is effective and welcomed.

### **Information Delivery**

Means of communication based upon the intended audience. As staff meets with various groups we will ask about preferences so information is received. Furthermore the type of information delivered under this program will be updated and change over time and throughout the year. Information will be tailored to the audience it is intended to reach, the climate of the city at that time, the current concerns, and any other condition identified through feedback from the community to ensure that the information provided is aligned with the values and needs of the community. Below are the initial communication channels that will be utilized.

**City Website:** Staff will utilize the City's website as a means of sharing information about the QHP. Information will help guide users to services provided under this program and Neighborhood Services. Furthermore it will provide a means to connect people to additional resources that are internal and external to the city. Checklists for minimum housing standards and example videos will assist residents in understanding the issues. The website will also be utilized in the certification program outlined in section 3.

**Social Media:** Staff will utilize online services such as NextDoor, Facebook, YouTube, or other services to deliver information to the community. Staff will work on creating digital media such as videos, informational pictures, or text to share information.

**Print:** Flyers and brochures will be provided within City Hall and at appropriate interactions with citizens. Printed information will be distributed at public meetings/forums, interactions with citizens, left at houses, or any other interaction that is appropriate to leave this information.

**Public Meetings & Forums:** Staff will offer to attend community meetings put on by groups outlined above to come speak with citizens and discuss their concerns in person.

These are base methods. As new methods are identified and feedback is gained through the program additional methods will be utilized. Under this program staff will continue to update the information delivered over time.

### **Section 3: Certification and Voluntary Inspections**

Certification is based upon voluntary inspections on a requested basis only. For all residents, renters or owners, staff will offer a free inspection service. This inspection is to check for minimum standards of maintenance and safety on the inside and outside of property, with a report of staff's findings provided to the owner/resident of the outcome. In the case of a rental property the city will provide a certification that the property was inspected by the city and is certified for a period of time as quality housing. This service is being offered to provide services similar to the Police Department's Safe Rental Properties program focused on assisting residents of the City.

#### **Voluntary Inspections**

This service will provide residents who elect to have their housing inspected a report outlining concerns as identified by the inspecting NHS Officer. This inspection will be structured to identify common code violations and safety hazards that may exist as they pertain to upkeep and maintenance. Since the inspection is voluntary if a violation is found the owner will be notified but a case will not be opened for enforcement action unless a health or safety hazard exists. In the case of a renter requesting an inspection, only the areas that they are renting would be covered rather than the entire building if it is a multi-unit structure.

The five most common code violations are:

- 1) Overgrown Vegetation
- 2) Improperly placed Garbage and Rubbish
- 3) Unregistered Vehicles
- 4) Parking on Grass
- 5) Trash Receptacle Screening/Enclosures

These standards would be inspected with the upkeep of the exterior and interior of the property. The goal is to identify areas requiring maintenance or are nearing a violation as outlined in the Property Maintenance Code. Suggestions for maintenance will be made by the NHS officer to the citizen that could help maintain their property to avoid future violations. At the conclusion of the inspection the NHS Officer will provide the resident a copy of the report and no further action will be taken by the City unless a violation is later submitted. If a violation is identified that poses an immediate threat to citizens a case will be opened. Inspections performed will be analyzed to identify trends regionally in the city.

#### **Certification**

The QHP will offer a rental certification for individuals and businesses that rent units within the city to acknowledge that the property meets minimum standards for safety and maintenance in the city. Landlords will be able to request voluntary inspections the same as homeowners. Based upon the

nature of their rental property the city will inspect a number of units, the exterior of structures and the site for compliance with city codes. A list of suggested maintenance actions will be made to avoid potential future violations and to guide the owner towards improving the quality of the rental property.

Rental property inspections will be considered good for two years. Once the inspection is performed and the property is found to meet these minimum standards, the city will list the rental properties on the website. In addition stickers will be issued that the property owner may choose to place on the property signaling that they are in conformance. As properties expire additional inspections will need to be requested. If additional inspections are not requested the city will remove the property from the website listing.

For properties that are not rented the certification will still be provided certifying that the property meets the minimum standards.

#### **Section 4: Performance Metrics**

To insure the program is producing intended results and having an impact the following performance metrics will be used to track the effectiveness of this program and other programs associated with Neighborhood Services and code enforcement.

##### **Case Counts and Complaint Counts by Region**

The number of cases and complaints is a measure of NHS Officers activity level. Since all complaints are investigated but not all complaints are violations, this would also serve as a representation of citizen concern. The amount of complaints made after doing outreach and education would be expected to increase as people become aware of the code requirements and that they have the option of submitting a complaint. While an initial increase of cases is expected after an area is targeted for education, the number of violations should decrease over time.

These two counts would be broken down for each NHS Officer's area. Staff utilizes these counts to balance out casework and to regularly update the geographic boundaries of officer areas. This is done to make sure cases are assigned more equally across staff. Furthermore knowing where cases are occurring or not occurring will provide staff with information needed to identify areas that may need attention under this program.

##### **Violation Types by Date & Address**

The type of violation will be tracked and tied to the address and date that it was reported. This metric is an indicator of violations occurring most frequently in addition to location. Staff then identifies problematic areas with a certain violations. The data allows the City to focus education efforts based upon need, not speculation. This also gives staff a seasonal indicator when certain violations are more prevalent. The informational component of this program can be focused at the correct time of the year.

##### **Meetings Held and Attendance Levels**

The amount of meetings held along with the number of attendees gives a representation of the interest level in the program from the community. As groups become familiar with the program their interest level will change. Quantifying the level of attendance indicates the interest level as well as a representation of the efficiency of the information delivered. This metric also allows staff to identify which groups continue to have a high interest level.

The quantity of meetings held indicates staff time commitment. Staff time spent on public meetings consumes resources of the Department. Tracking allows the Department to identify areas where efforts are no longer needed, needed at a reduced level or if there is need for additional staff to cover these functions as interest level and/or population of the City changes over time.

### **Participant Interest**

During public forums and meetings with groups the City will collect feedback through the use of brief surveys for participants. The information from these surveys will be used to determine the quality and clarity of information provided, and if the meeting was useful and well received by the participants. The survey feedback will be used to evaluate the quality of the meetings and content provided.

### **Voluntary Inspections Performed**

Voluntary inspections indicate the level of interest and the amount of staff resources used in this function. Tracking the amount of inspections performed allows staff to identify interest to the community and benefits. It is also a representation of the time spent operating the rental certification component of the QHP.

### **Certifications Issued**

Tracking the number of issued certifications in addition to the number of active certifications is an indication of interest from rental property owners. This metric also demonstrates the effectiveness of the program for reaching rental properties within the city and the impact that the QHP has towards improving the safety of rental units.

In summary these metrics will be used to evaluate the ongoing demand and utilization of the QHP by the community. Staff will monitor changes in violation types and interest levels by the community to ensure that the information delivered has purpose and that the delivery audience has an interest in receiving the information.

## **Section 5: Budget Implications**

The QHP will operate under existing budgets and staff utilizing existing systems to gather data and generate content. Additional costs that this program will add are covered by existing budget items and the overall effect will be small enough to be absorbed into existing funds.

### **External Education**

The outreach to the public will occur during regular interactions between staff and residents. The program will first seek to use existing communication structures from external groups for staff

participation. Since this program will be utilizing these external networks, there is no anticipated cost to the City to create and maintain these relationships beyond staff time. Existing staff will also be utilized in the generation of content for this program which is also anticipated to not have additional costs.

### **Information Delivery**

Information delivered through the program is expected to occur through verbal interactions, electronic means and printed materials. The verbal interactions and media generation will utilize existing staff time at no anticipated cost to the city. The printed materials will have an associated cost due to the expense of printing handouts and flyers and will be covered by the departments existing budget items for printed materials.

### **Voluntary Inspections**

Inspections performed by NHS Officers will be done as part of regular duties of the position and will be performed under existing staffing levels. Providing hard copies of inspection reports will have a cost associated with the generation of materials however the quantity produced is anticipated to operate within existing budget for printed materials and have a negligible impact to current operating expenses for printing inspection reports.

### **Certifications**

The cost to operate this aspect of the program will be operated under existing staff time and the existing city website. No expected additional costs are anticipated to perform this work. Stickers will require additional costs to print for the program to distribute for property owners whom wish to have them displayed on their property. These expenses will be covered through the existing printed materials budget.

### **Total Anticipated Costs**

Operating the QHP will primarily be done through existing staff time. If the program grows in the future based on public demand and as the city grows over time there become a future need for additional NHS Officers that are spending time on this program in addition to code enforcement activities may necessitate additional staff. At the launch of this program the cost impact is expected to fall within current operational costs of the Department.

# Quality Housing Program

LS

LEE'S SUMMIT  
MISSOURI

LS

*Yours Truly*

# Background & History

- Community concerns about the safety of housing
- December 2011 and August 2017 - Rental inspection program discussed
- September and October 2017 - Discussion with CEDC on options
- December 2017 and January 2018 - Meetings with stakeholders about rental inspections

# Background & History Cont.

- February 2018 - Program shifted to Quality Housing
- March 2018 – January 2019 – Code Adoption
- April 1<sup>st</sup> 2019 – New codes went into effect
- September 11<sup>th</sup> 2019 – CEDC Discussion on progress of program
- Today – Final discussion and feedback on pilot program

# Current Code Enforcement

- Complaint, investigate, abate method
- Primarily Reactionary
- Violation/enforcement style approach
- Effective and direct
- Occurs after a violation exists

# Program Goals

- Improve the safety and maintenance of all housing
- Educate community on property maintenance and safety
- Prevent unsafe and unsanitary conditions

# Quality Housing Approach

## Education and Outreach

- Inform citizens
- Prevent violations
- Build community relationships

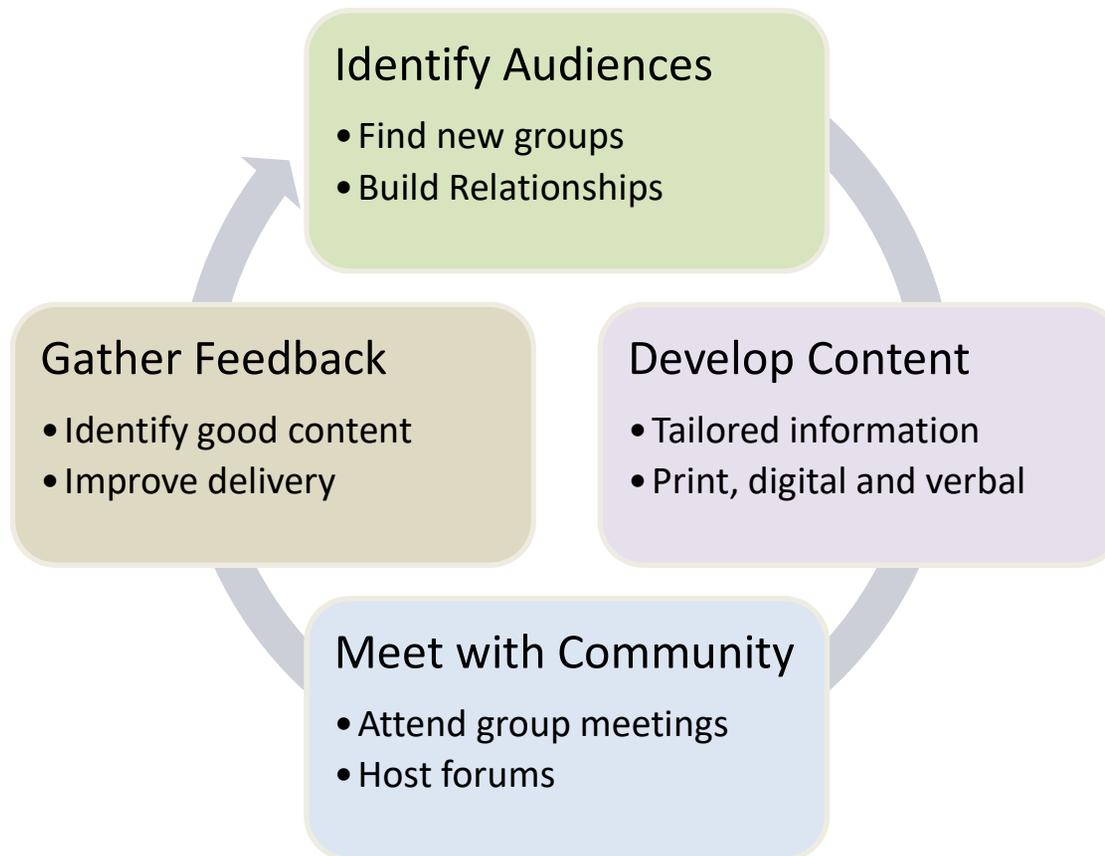
## Voluntary Inspections and Certifications

- Free voluntary inspections
- Work with property owners
- Create safe housing

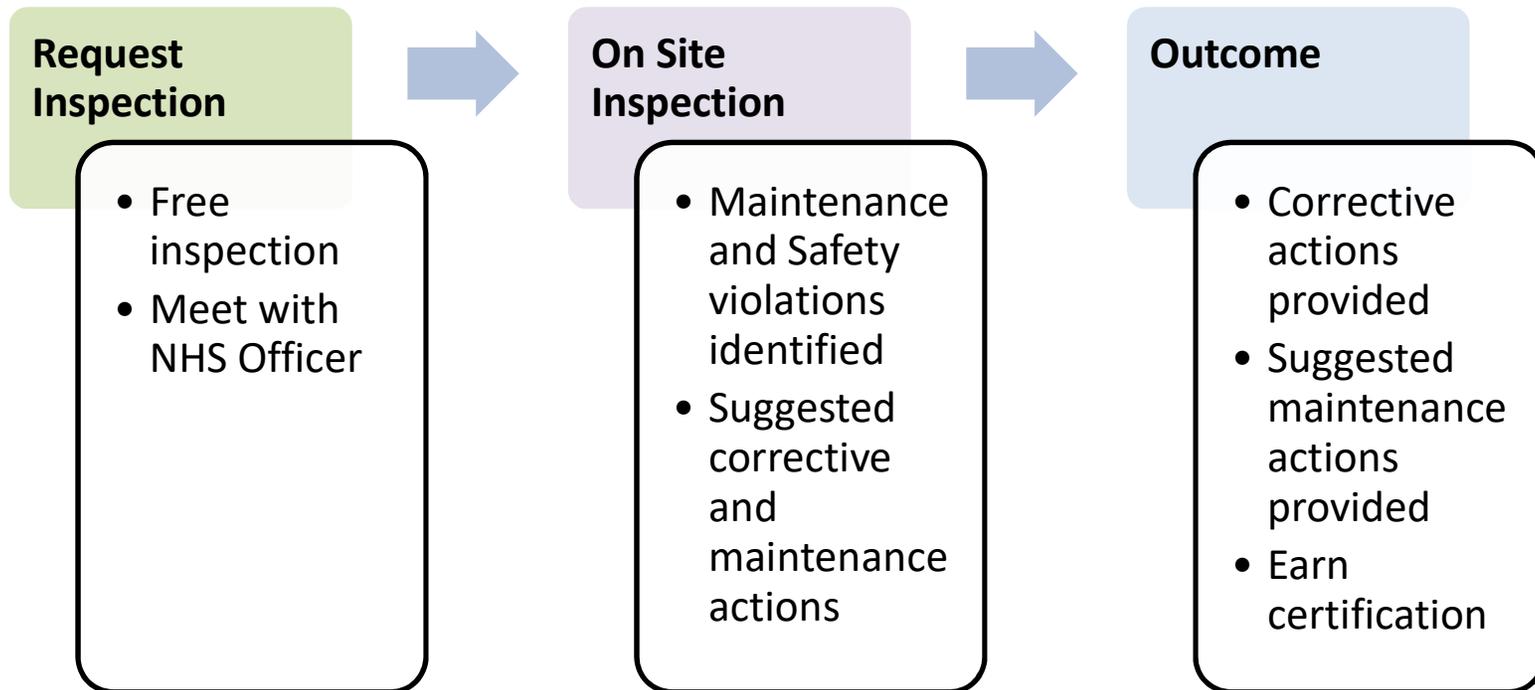
## Preventative Approach

Stop violations and improve safety

# Community Education and Outreach



# Inspections



# Certification

- Certification
  - If a property passes inspection a two year certification is given.
    - Failed inspections may be re-inspected to achieve certification
  - A website listing for properties passing inspection will be offered for rental properties

# Budgetary Impacts

- No net increase for pilot year
  - Education and Outreach will be performed with existing staff time
  - Print outs and inspection documents will be covered under existing printing materials

# Schedule

Tasks/Events	2019			2020							2021					
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.
<b>Administrative</b>																
Develop initial website		█	█													
Official launch of the Quality Housing Program				█												
Performance Metric Tracking				█	█	█	█	█	█	█	█	█	█	█	█	
Review pilot year										█					█	
Present results to CEDC										█						█
<b>Outreach and Education</b>																
Identify initial outreach groups		█	█													
Develop information to share at HoA presidents meeting.	█	█	█													
Plan HoA Presidents meeting		█	█													
Develop marketing plan	█	█	█													
Consult with Creative Services on marketing materials.		█	█													
Host HoA Presidents Meeting				█												
Setup schedule for HoA meetings				█	█	█	█									
Create digital content		█	█	█	█	█	█	█	█							
Create printed content		█	█	█	█											
Host meetings with individual HoA's								█	█	█	█	█	█	█		
Outreach to other community groups					█	█	█	█								
<b>Inspection and Certification</b>																
Develop NHS Officer training	█	█														
Finalize inspection and certification forms	█	█	█													
Train NHS Officers on inspection certifications		█	█	█												
Develop certification tracking system		█	█	█	█	█										







### Quality Housing Inspection Report

<b>Property Owner:</b>	<b>Date:</b>	<b>Time:</b>
<b>Property Address:</b>		
<b>NHS Officer:</b>		

**Disclaimer:** This form is the results of an inspection on your property performed by the City into the safety and maintenance of your property. This is a curtesy service provided to assist property owners. The information found on this form is recommendations on how to comply with City ordinances as well as maintain your property to ensure quality and safe housing.

#### Property:

- Vegetation is trimmed, maintained, and free of noxious plants
- Water drains away from structure(s) and off of property
- Walkways and driveways maintained for safe and proper use
- Accessory structures, fences, are structurally sound and maintained
- Motor vehicles are registered, operable, and properly parked on paved surfaces
- Swimming pools are functioning and maintained with a proper enclosure
- Garbage and rubbish is properly stored and properly screened

#### Exterior Structure:

- Premise identification present and visible
- Siding and roofing is present, properly installed, and maintained
- Windows and doors are maintained in a safe and operable condition
- Structure is weather tight
- Gutters and downspouts are functioning and maintained
- Guards, handrails, decks, porches, balconies are structurally sound and properly anchored

#### Interior Structure:

- Walking areas are free of tripping hazards



# LEE'S SUMMIT

## MISSOURI

- Electrical system is free of hazardous conditions (ie. outlet covers, exposed wires, broken fixtures)
- Plumbing system is free of leaks, blockages, water heater and fixtures in working order
- Heating and cooling system and vents maintained in working order
- Venting and combustion air vents properly maintained
- Building is structurally sound
- Guards, handrails, and stairs maintained for safety
- Doors, windows, and corresponding hardware installed and functioning
- Smoke detectors and carbon monoxide detectors present
- Emergency egress/escape openings present and accessible

### Suggested Maintenance Actions:

The following are suggested actions for the property owner to take to maintain their property and enhance safety.

Signature: \_\_\_\_\_

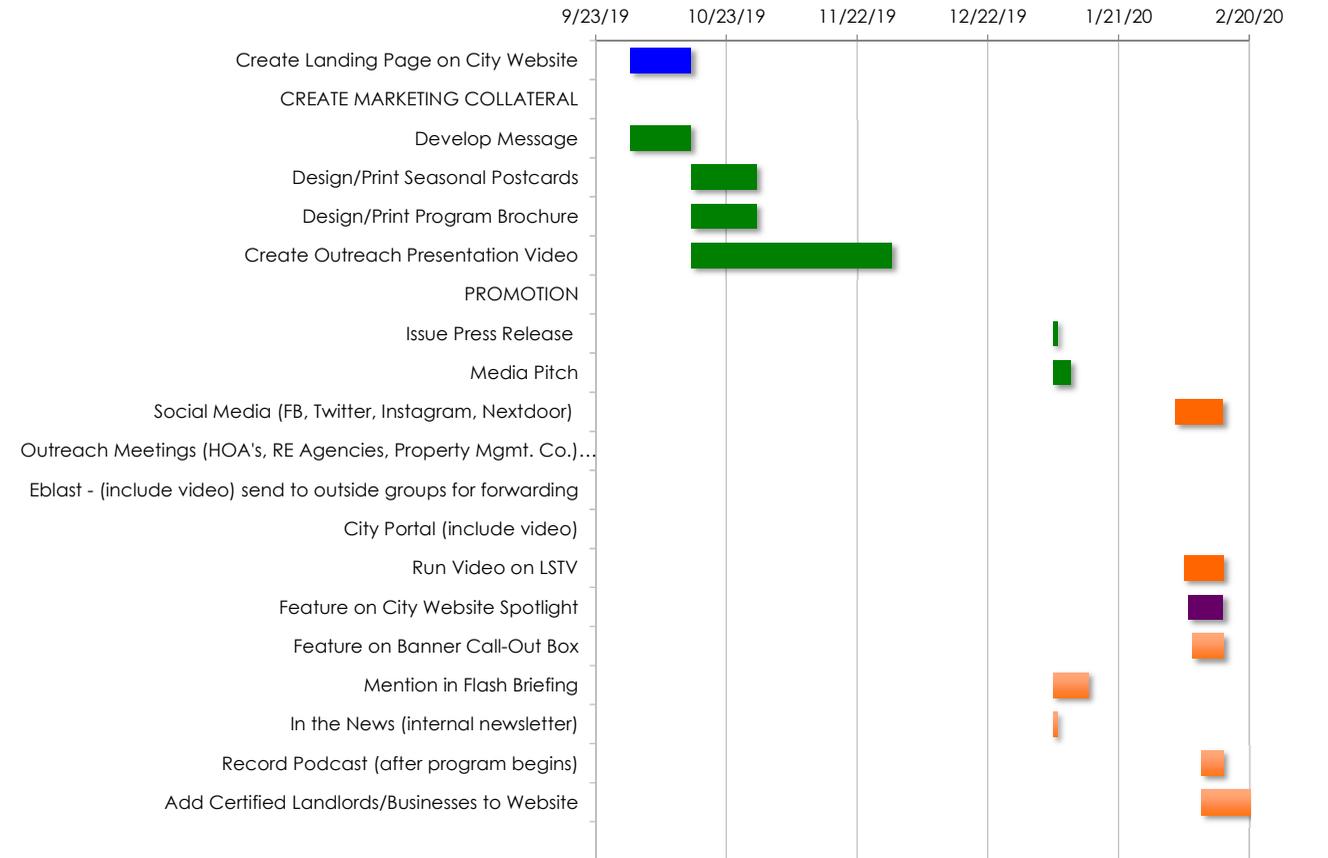
**Development Services**

# MARKETING PLAN

PROJECT NAME	PROJECT MANAGER	START DATE	END DATE	OVERALL PROGRESS
QUALITY HOUSING		10/1/19	04/15/20	In Progress

TASKS	RESPONSIBLE	START	END	DAYS	STATUS
Create Landing Page on City Website	Cheryl Nash	10/1/19	10/15/19	14	In Progress
<b>CREATE MARKETING COLLATERAL</b>					
Develop Message	All	10/1/19	10/15/19	14	Not started
Design/Print Seasonal Postcards	Laura Muckey	10/15/19	10/30/19	15	Not started
Design/Print Program Brochure	Laura Muckey	10/15/19	10/30/19	15	Not started
Create Outreach Presentation Video	Laura Muckey	10/15/19	11/30/19	46	Not started
<b>PROMOTION</b>					
Issue Press Release	Eric Stoyonav	1/6/20	01/07/20	1	Not started
Media Pitch	Eric Stoyonav	1/6/20	01/10/20	4	Not started
Social Media (FB, Twitter, Instagram, Nextdoor)	Laura Muckey	2/3/20	02/14/20	11	Not started
Outreach Meetings (HOA's, RE Agencies, Property Mgmt. Co.) <b>Collateral Complete</b>	Development	4/1/20	04/30/20	29	Not started
Eblast - (include video) send to outside groups for forwarding	Laura Muckey	1/15/20	01/15/20	0	Not started
City Portal (include video)	Laura Muckey	1/15/20	01/15/20	0	Not started
Run Video on LSTV	Nigel Woodberry	2/5/20	02/14/20	9	Not started
Feature on City Website Spotlight	Cheryl Nash	2/6/20	02/14/20	8	Not started
Feature on Banner Call-Out Box	Cheryl Nash	2/7/20	02/14/20	7	Not started
Mention in Flash Briefing	Eric Stoyonav	1/6/20	01/14/20	8	Not started
In the News (internal newsletter)	Laura Muckey	1/6/20	01/07/20	1	Not started
Record Podcast (after program begins)	Eric Stoyonav	2/9/20	02/14/20	5	Not started
Add Certified Landlords/Businesses to Website	Development	2/9/20	12/01/20	296	Not started

PROJECT DELIVERABLE
Marketing Collateral & Promotion for Quality Housing Program



## Packet Information

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**File #:** BILL NO. 19-219, **Version:** 1

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An Ordinance vacating the alley north of SW 1<sup>st</sup> Street between NW Market Street and NW Main Street, in the City of Lee's Summit, Missouri.

(Note: First read by Council on October 1, 2019.)

Proposed City Council Motion:

I move for adoption of an Ordinance vacating the alley north of SW 1<sup>st</sup> Street between NW Market Street and NW Main Street, in the City of Lee's Summit, Missouri.

Hector Soto, Jr., Planning Manager

Tim Hossman, Applicant

## **BILL NO. 19-219**

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AN ORDINANCE VACATING THE ALLEY NORTH OF SW 1<sup>ST</sup> STREET BETWEEN NW MARKET STREET AND NW MAIN STREET, IN THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the right-of-way was dedicated as part of W.B. Howard's 2<sup>nd</sup> Addition, recorded with Jackson County by Instrument #1883P0020079 on September 12, 1883; and,

WHEREAS, Application #PL2019-239, submitted by Worley Real Estate 5 NW Market Series, LLC, requesting vacation of the right-of-way, 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 12, 2019, and rendered a report to the City Council containing findings of fact and recommending that the requested vacation of right-of-way be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on October 1, 2019, and rendered a decision to vacate said right-of-way.

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

SECTION 1. That the following described right-of-way is hereby and herewith vacated:

*ALL THAT PART OF THE ALLEYWAY WITHIN BLOCK ONE OF WB HOWARD'S SECOND ADDITION TO THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 10 OF BLOCK ONE OF WB HOWARD'S SECOND ADDITION; THENCE WITH THE EASTERLY LINE OF LOTS 10 THRU 13 N31°06'09"W, 306.08' TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF WEST MARKET STREET; THENCE WITH SAID EASTERLY RIGHT-OF-WAY N03°25'22"E, 35.29' TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF WEST MARKET STREET AND THE EASTERLY RIGHT-OF-WAY OF THE 20' ALLEYWAY WITHIN BLOCK ONE OF WB HOWARD'S SECOND ADDITION; THENCE WITH THE WESTERLY LINES OF LOTS 2 THRU 9 S31°06'09"E, 335.65' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF FIRST STREET; THENCE WITH SAID NORTHERLY RIGHT-OF-WAY S60°18'56"W, 20.00' BACK TO THE POINT OF BEGINNING.*

SECTION 2. That the following conditions of approval apply:

1. A general utility easement shall be retained over the entire width and length of the alley right-of-way to cover existing infrastructure located within the subject right-of-way.

SECTION 3. That the City Clerk be and is hereby authorized and directed to acknowledge a copy of this ordinance and to record same in the Office of the Recorder of Deeds for the County in which the property is located.

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.

**BILL NO. 19-219**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor William A. Baird

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian Head*



**LEE'S SUMMIT**  
MISSOURI  
Development Services Department

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## Development Services Staff Report

<b>File Number</b>	PL2019-239 – VACATION OF RIGHT-OF-WAY
<b>Applicant</b>	Worley Real Estate 5 NW Market Series, LLC
<b>Property Address</b>	Alley segment north of SW 1 <sup>st</sup> St between NW Market St and NW Main St
<b>Planning Commission Date Heard by</b>	September 12, 2019 Planning Commission and City Council
<b>Analyst Checked By</b>	Hector Soto, Jr., AICP, Planning Manager Kent Monter, PE, Development Engineering Manager

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### Public Notification

Pre-application held: August 29, 2018  
Neighborhood meeting conducted: N/A  
Newspaper notification published on: August 24, 2019  
Radius notices mailed to properties within 185 feet on: August 28, 2019  
Site posted notice on: August 28, 2019

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### Attachments

Exhibit and Legal Description, date stamped July 15, 2019  
Location Map

## 1. Project Data and Facts

Project Data	
Applicant/Status	Worley Real Estate 5 NW Market Series, LLC/Developer
Applicant's Representative	Tim Hosmann
Location of Property	Alley segment north of SW 1 <sup>st</sup> St between NW Market St and NW Main St
Size of Property	±0.15 Acres
Zoning	CP-2 (Planned Community Commercial) and PIX(Planned Industrial)
Comprehensive Plan Designation	New Downtown Neighborhood
Procedure	<p>The Planning Commission holds a public hearing and makes a recommendation to the City Council on the proposed vacation of right-of-way. The City Council holds a public hearing and takes final action on the vacation of right-of-way application. All vacation of right-of-way applications shall be approved by ordinance.</p> <p>The vacation of right-of-way goes into effect upon City Council final action, unless otherwise stated in the approval, and does not expire.</p>

Current Land Use
<p>The subject right-of-way was dedicated in 1883 as part of <i>W.B Howard's Second Addition</i>. The right-of-way was dedicated for the purpose of expanding the downtown alley network. Use of the alley has been abandoned for an indeterminate period of time. Each of the lots abutting the alley use SW 1<sup>st</sup> St, NW Market St or NW Main St for vehicular access; none of the abutting lots use the alley as a means of access.</p>

Description of Applicant's Request
<p>The applicant requests to vacate all of the right-of-way for the alley segment north of SW 1<sup>st</sup> St between NW Market St and NW Main St in order to gain additional lot area so as to facilitate the future development of the abutting parcel addressed 5 NW Market St. The development of 5 NW Market St will require submittal and approval of a preliminary development plan.</p>

## 2. Land Use

Description and Character of Surrounding Area
<p>The alley is located north of the Central Business District, just west of the rail line. The surrounding area is primarily residential in nature, though the adjacent use to the east is an office-warehouse.</p>

### Adjacent Land Uses and Zoning

North:	Single-family residential / CP-2 (Planned Community Commercial); and
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	Two-family residential / RP-2 (Two-family Residential)
<b>South:</b>	Church / CP-2
<b>East:</b>	Single-family residential / CP-2; and Office-warehouse / PI (Planned Industrial)
<b>West:</b>	Single-family residential / CP-2

<b>Site Characteristics</b>	
The subject right-of-way contains an alley that has been abandoned for an indeterminate period of time. The alley surface is grass and shows no obvious signs of vehicle use. All abutting lots use SW 1 <sup>st</sup> , NW Market St or NW Main St for vehicular access.	

<b>Special Considerations</b>	
N/A	

### 3. Unified Development Ordinance (UDO)

Section	Description
2.460, 2.470	Vacation of Right-of-way

**Unified Development Ordinance (UDO)**

The applicant’s purpose for the vacation of right-of-way is to gain additional lot area to facilitate the future development of 5 NW Market St. Under existing conditions, the development of the property addressed 5 NW Market St has challenges due to its irregular lot shape, the proximity to both water and sanitary sewer lines, building setbacks and parking setback requirements that limit the property’s buildable area.

### 4. Comprehensive Plan

Focus Areas	Goals, Objectives & Policies
Public Facilities and Services	Objective 6.1

**Comprehensive Plan**

The proposed vacation of right-of-way does not compromise the ability to implement and/or achieve any policies, goals or objectives outlined in the Comprehensive Plan. In fact, the request is intended to improve the viability of the abutting site addressed as 5 NW Market St as a developable property. Adequate utility, pedestrian and vehicular access to the abutting properties is unaffected by the request to vacate the subject segment of alley right-of-way.

### 5. Analysis

**Background and History**

The applicant requests to vacate a 20’ wide x approximately 300’ long alley right-of-way located north of SW 1<sup>st</sup> St between NW Market St and NW Main St. The request stems from the applicant’s pursuit of

the future development of the abutting property at 5 NW Market St and the desire to gain additional lot area in order to address existing lot conditions that present development challenges of said property. There is no specific development plan for the property at this time. Development of the property will require the future submittal and approval of a preliminary development plan.

- September 11, 1883 – The plat for *W.B Howard's Second Addition* was filed with the Jackson County Recorder of Deeds office. The subject alley right-of-way was dedicated as part of this plat.

### **Compatibility**

The proposed vacation of right-of-way is one of the initial steps in the developer's ultimate pursuit of creating additional lot area for the future development of 5 NW Market St.

### **Adverse Impacts**

The proposed vacation of right-of-way will not negatively impact the use or aesthetics of any neighboring property, nor does it negatively impact the health, safety and welfare of the public. Adequate access to the surrounding lots is provided by the area's existing street network.

### **Public Services**

A public sanitary sewer line and overhead electric lines exist within the entire length of the subject alley right-of-way. A condition of approval placed on this application is to retain a general utility easement to cover the existing infrastructure serving the area.

### **Recommendation**

With the conditions of approval below, the application meets the requirements of the UDO and Design and Construction Manual (DCM).

## **6. Recommended Conditions of Approval**

### **Site Specific**

1. A general utility easement shall be retained over the entire width and length of the alley right-of-way to cover existing infrastructure located within the subject right-of-way.

### **Standard Conditions of Approval**

2. The ordinance approving the vacation of right-of-way shall be recorded with the Jackson County Recorder of Deeds office and a copy of the recorded document shall be returned to the Development Services Department.

Certificate of Survey  
 Alleyway VACATION between FIRST STREET and WEST MARKET  
**W.B. HOWARDS SECOND ADDITION**  
 to the City of Lees Summit, Jackson County, Missouri  
 PROPERTY DESCRIPTION

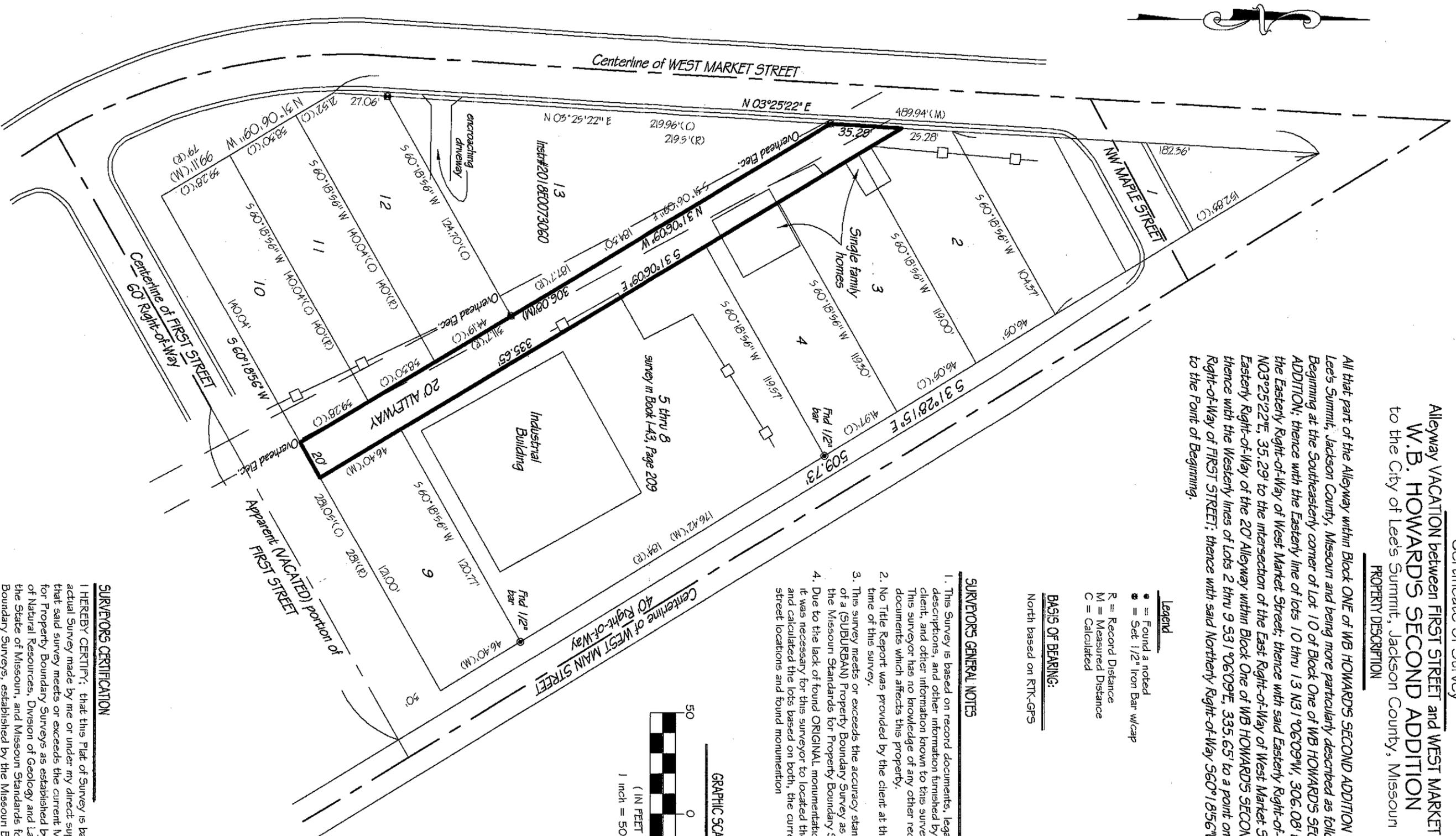
All that part of the Alleyway within Block ONE of WB HOWARDS SECOND ADDITION to the City of Lees Summit, Jackson County, Missouri and being more particularly described as follows:  
 Beginning at the Southeastern corner of Lot 10 of Block One of WB HOWARDS SECOND ADDITION; thence with the Eastern line of lots 10 thru 13 N31°06'09"W, 306.08' to a point on the Eastern Right-of-Way of West Market Street; thence with said Eastern Right-of-Way N03°25'22"E, 35.29' to the intersection of the East Right-of-Way of West Market Street and the Eastern Right-of-Way of the 20 Alleyway within Block One of WB HOWARDS SECOND ADDITION; thence with the Western lines of Lots 2 thru 9 S31°06'09"E, 335.65' to a point on the Northernly Right-of-Way of FIRST STREET; thence with said Northernly Right-of-Way S60°18'56"W, 20.00' back to the Point of Beginning.

- Legend**
- = Found a noted
  - ⦿ = Set 1/2" Iron Bar w/capp
  - R = Record Distance
  - M = Measured Distance
  - C = Calculated

**BASIS OF BEARING:**  
 North based on RTK-GPS

**SURVEYORS GENERAL NOTES**

1. This Survey is based on record documents, legal descriptions, and other information furnished by the client, and other information known to this surveyor. This surveyor has no knowledge of any other record documents which affects this property.
2. No Title Report was provided by the client at the time of this survey.
3. This survey meets or exceeds the accuracy standards of a (SUBURBAN) Property Boundary Survey as defined by the Missouri Standards for Property Boundary Surveys.
4. Due to the lack of found ORIGINAL monumentation it was necessary for this surveyor to locate the existing streets and calculate the lots based on both, the current street street locations and found monumentation



**SURVEYORS CERTIFICATION**

I HEREBY CERTIFY: that this Plat of Survey 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 Survey of the State of Missouri, and Missouri Standards for Property Boundary Surveys, established by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

DATE OF SURVEY: Apr. 2019  
 CLASS OF PROPERTY: SUBURBAN  
 SURVEY CREW: MBH  
 DRAWING NAME: 201904136

**EAGLE POINTE SURVEYING**  
 1216 NE Applewood St.  
 Lees Summit, Missouri 64086  
 (816) 456-0156

This Survey was prepared for:  
 Tim Hosman  
 226 SE Douglas St. #205  
 Lees Summit, MO 64063

Date: 06/20/2019  
 Mark B. Holt- PLS No. 2001015251  
 Eagle Pointe Surveying, LLC No. 2009006804

**RECEIVER**

JUL 15 2019

**PL2019-239 VAC OF ROW**  
**Alley segment north of SW 1st St between**  
**NW Market St and NW Main St**

