



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

Thursday, January 18, 2018

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

**REGULAR SESSION NO. 54**

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INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

**1. PUBLIC COMMENTS:**

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

**2. COUNCIL COMMENTS:**

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

**3. APPROVAL OF CONSENT AGENDA:**

*Items on the Consent Agenda are routine business matters; were previously discussed in a Council Committee and carry a recommendation for approval; 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. [2018-1771](#) Approval of Liquor License Type "G1" and "S" for Pinot's Palette, 970 NW Blue Parkway, Ste. B.
  
- B. [BILL NO. 18-01](#) AN ORDINANCE VACATING DEDICATED RIGHT-OF-WAY FOR A PORTION OF NE TODD GEORGE ROAD LOCATED APPROXIMATELY 90 FEET NORTH OF THE INTERSECTION OF NE WALL ST AND NE COUNTY PARK ROAD. WITHIN THE CITY OF LEE'S SUMMIT, MISSOURI.  
*(NOTE: First reading by City Council on January 4, 2018 and approved unanimously.)*

- C. [BILL NO.](#) AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN ON  
[18-02](#) LAND GENERALLY LOCATED AT THE NE CORNER OF SW LONGVIEW  
BOULEVARD AND SW LONGVIEW ROAD IN DISTRICT PMIX, PROPOSED  
KESSLER RIDGE AT NEW LONGVIEW, 2ND PLAT, LOTS 56-87, TRACTS E-G,  
ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT  
ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.  
(NOTE: First reading by City Council on January 4, 2018 and approved  
unanimously.)
- D. [BILL NO.](#) AN ORDINANCE APPROVING THE 2018 FACILITY USAGE AGREEMENT BY  
[18-03](#) AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE  
LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY  
PARKS AND RECREATION FOR THE USE OF CITY FACILITIES AND  
AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF  
THE CITY.  
(NOTE: First reading by City Council on January 4, 2018 and approved  
unanimously.)
- E. [BILL NO.](#) AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "SIENA AT LONGVIEW,  
[18-04](#) 4TH PLAT, LOTS 216A-218A, 224A & 320-328", AS A SUBDIVISION TO THE  
CITY OF LEE'S SUMMIT, MISSOURI.  
(NOTE: First reading by City Council on January 4, 2018 and approved  
unanimously.)

**4. PROPOSED ORDINANCES FORWARDED FROM COMMITTEE:**

*The following proposed ordinances were considered by a Council Committee and are presented to the Council for two readings and adoption.*

- A. [BILL NO.](#) AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE  
[18-05](#) AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE  
CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE  
CITY. (F&BC 11-6-17)
- B. [BILL NO.](#) AN ORDINANCE APPROVING THE SCHEDULE OF FUEL DISCOUNTS FOR  
[18-06](#) FUEL SALES AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (F&BC 1-8-18)
- C. [BILL NO.](#) AN ORDINANCE APPROVING AMENDMENT TO FIRST AMENDED AND  
[18-07](#) RESTATED COOPERATIVE AGREEMENT TO FACILITATE INSTALLATION OF  
NEW STREETLIGHTS BY THE CITY OF LEE'S SUMMIT; AND AUTHORIZING  
FURTHER ACTIONS RELATED THERETO. (F&BC 1-8-18)
- D. [BILL NO.](#) AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2018-034 FOR A  
[18-08](#) YEARLY AGREEMENT WITH FOUR POSSIBLE ONE-YEAR RENEWALS FOR  
FINANCIAL ADVISORY SERVICES WITH COLUMBIA CAPITAL MANAGEMENT,  
LLC BASED ON AMOUNTS SPECIFIED IN THE FEE SCHEDULE INCLUDED IN  
EXHIBIT A AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME  
BY AND ON BEHALF OF THE CITY. (F&BC 1-8-18)

- E. [BILL NO. 18-09](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL. (PWC 11-21-17)

**5. PRESENTATIONS:**

- A. [2018-1778](#) Presentation and consideration of an update to the City's Right-of-way Code
- B. [2017-1748](#) Paragon Star - Presentation of I-470 Western Gateway Transportation Development District proposal

**6. RESOLUTIONS:**

- A. [RES. NO. 18-01](#) A RESOLUTION SUPPORTING THE FORMATION OF THE I-470 WESTERN GATEWAY TRANSPORTATION DEVELOPMENT DISTRICT.

**7. PROPOSED ORDINANCES - FIRST READING:**

*The proposed ordinances presented for first reading may include items with a previous hearing; an item brought directly to the City Council without a recommendation from a Council Committee; or, items forwarded from citizen Boards or Commissions. Five affirmative votes are required for approval of second reading.*

- A. [BILL NO. 18-10](#) AN ORDINANCE VACATING A CERTAIN EASEMENT LOCATED LOTS 217, 224, AND 291 OF THE SIENA AT LONGVIEW SUBDIVISION IN THE CITY OF LEE'S SUMMIT, MISSOURI.

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

**9. COUNCIL ROUNDTABLE:**

**10. STAFF ROUNDTABLE:**

**11. ADJOURNMENT**

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

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

## Packet Information

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**File #:** 2018-1771, **Version:** 3

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Approval of Liquor License Type "G1" and "S" for Pinot's Palette, 970 NW Blue Parkway, Ste. B.

*Proposed City Council Motion:*

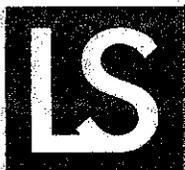
I move for approval of Liquor License Type "G1" and S for Pinot's Palette, 970 NW Blue Parkway, Ste. B.

*Background:*

A background check was conducted on the owner/managing officer of Pinot's Palette with no negative information found.

*Staff Recommendation:*

The Director of Liquor Control recommends approval of the Type G1 and S Liquor License for Pinot's Palette.



**CITY OF LEE'S SUMMIT, MISSOURI**  
**APPLICATION FOR BUSINESS LIQUOR LICENSE**

Please mark ("x") which one of the following licenses you will need for a Lee's Summit, Missouri establishment. Sunday licenses are a separate application.

- A1 - Manufacturing, brewing malt liquor (\$300.00)
- A3 - Wholesale selling of malt liquor (\$75.00)
- B1 - Manufacturing 22% or less alcohol content intoxicating liquor (\$150.00)
- B2 - Manufacturing, distilling, blending intoxicating liquor of all kinds (\$300.00)
- B3 - Wholesale selling of 22% or less alcohol-content intoxicating liquor (\$150.00)
- B4 - Wholesale selling of intoxicating liquor of all kinds (\$375.00)
- C1 - General retail selling of malt liquors, or wine, or both, by the drink **and** in the original package (\$52.50)
- C2 - Hotel retail selling of malt liquor by the drink and in the original package (\$52.50)
- C3 - Restaurant retail selling of malt liquor by the drink **and** in the original package, including Sunday sales (\$75.00)
- D - Retail selling of malt liquor only in the original package, including Sunday (22.50)
- G1 - General retail selling of intoxicating liquor of all kinds by the drink **and** in the original package (\$450.00)
- G2 - Hotel retail selling of intoxicating liquor of all kinds by the drink **and** in the original package (\$450.00)
- G3 - Restaurant retail selling of intoxicating liquor of all kinds by the drink **and** in the original package (\$450.00)
- H - Retail selling of intoxicating liquor of all kinds only in the original package (\$150.00)
- I - **Consuming** intoxicating liquor on premises not licensed to sell (C.O.L.) (\$90.00)
- J - Resort retail selling of intoxicating liquor by the drink (\$450.00)
- J (temp) - Resort temporary retail selling of intoxicating liquor by the drink (\$75.00 in addition to Type J)
- M - Caterer temporary location (7-day) for retail selling of intoxicating liquor by the drink (\$15.00/day)
- N - Caterer temporary location (50-day) for retail selling of intoxicating liquor by the drink (\$500.00)
- O - Caterer temporary location (unlimited) for retail selling of intoxicating liquor by the drink (\$1,000.00)
- P - Fourth of July temporary 7-day selling of wine and malt liquor by the drink (church, school, etc.) (\$150.00)
- Q - Temporary (7-day) picnic retail selling of intoxicating malt liquor by the drink (church, school, etc.) (\$15.00/day)
- R - Temporary (7-day) picnic retail selling of intoxicating liquor by the drink (\$37.50/day)
- S - **Sunday** license retail selling intoxicating liquor of all kinds (\$300.00 in addition to specific type)
- Tasting - yearly fee in addition to specific type (\$25.00)

(Any reference to "Applicant" in this document refers to the Owner/Managing Officer.)

To be completed by applicant as (check one):

Sole Owner & Operator  Corporation  Partnership  LLC

Corporation/LLC Name: Infinity Designs, Inc.

Business Name: Pinot's Palette Phone: 744-3161

Business Address: 970 NW Blue Pkwy Suite B Lee's Summit, MO 64086

(I), (We), the undersigned, hereby apply to the City of Lee's Summit, MO, for the following described license:  
Type G-1 for the premises described above.

Applicant's Name: Tamara Montoya Phone: \_\_\_\_\_

Home Address \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Place of Employment (other than business): \_\_\_\_\_

Employment Address: \_\_\_\_\_

1. List all previous addresses, if less than five years at current address: \_\_\_\_\_

2. Are you a citizen of the United States of America? Yes If naturalized, give date and place of naturalization: \_\_\_\_\_

3. Will you be the person in active control and/or management (managing officer) of this business full-time? Yes. If not, give complete details on the planned management and persons involved.  
\_\_\_\_\_  
\_\_\_\_\_

4. Have you or any person employed by you ever held any type of liquor license issued by the City of Lee's Summit or by the licensing authority of any state, county or city? No. If so, please give details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Has any such license listed in question #4 ever been suspended or revoked? NO If so, please give complete details: —
6. Have you ever made application for a liquor license that was denied by the City of Lee's Summit or by the licensing authority of any state, county or city? NO If so, please give complete details: —
7. Have you or anyone interested either directly or indirectly in the premises to be licensed hereunder or the operation thereon ever been convicted of a felony? NO If so, please give complete details: —
8. If not a corporation/LLC, give names and business addresses of employers for the past five years. (If self-employed, state nature of business and location.): —
9. Is the proposed location within 300 feet of a church or school? NO
10. If existing business, from whom and when was the business purchased? —  
Effective date of possession: —. Name of mortgage holder, if any: —
11. Will any distiller, wholesaler, wine maker, brewer, or supplier, or coin operated, commercial, manual or mechanical amusement devices or the employees, officers or agents thereof, have any financial interest in the retail business of the applicant for the sale of alcoholic beverages, or "C.O.L.", and will the applicant directly or indirectly borrow or accept from any such persons equipment, money, credit, or property of any kind except ordinary commercial credit for liquor sold? NO If so, please explain: —
12. Will applicant either directly or indirectly borrow or accept from any person identified in #11 either equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? NO If so, please explain: —

**To Be Provided By Applicant:**

**1) The Applicant and/or Managing Officer (if different) shall provide:**

- a) Recent photograph;
- b) Copy of Missouri voter registration card;
- c) Copy of paid Missouri personal property tax receipt for year immediately preceding date of application
- d) Fingerprints (obtained at the Lee's Summit Police Department, Main Lobby, 10 NE Tudor Rd., Lee's Summit, MO). The Applicant and/or Managing Officer (if different) will be fingerprinted as will all officers, directors and any shareholder holding more than a ten percent (10%) interest in the business.

2) **Copy of Business License** (contact Treasury Department at 816-969-1139).

3) **Copy of Zoning Approval** (contact Planning & Development at 816-969-1600).

**4) If existing business location:**

- a) Copy of lease or mortgage showing Proof of Occupancy.
- b) Recent photographs of the interior and exterior of the premises to be licensed.

**5) For newly constructed or remodeled businesses:**

- a) Certificate of Occupancy Permit shall be obtained prior to the actual issuance of a city liquor license (contact Codes Administration at 816-969-1200).
- b) Complete description of the plans, specifications, and fixtures of the proposed place of business.

6) **Package Liquor Only:** Inventory Affidavit, notarized by the applicant, stating the type of business presently engaged in, or in conjunction with, which the license shall be used; **AND** stating that in his place of business the applicant has, and at all times keeps, a stock of goods having an invoice of at least \$1,000, exclusive of fixtures and intoxicating liquors.

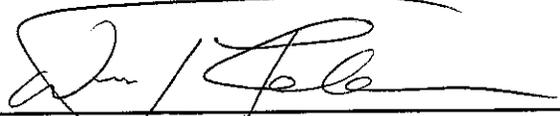
7) **Appropriate license fee:** Make checks and money orders payable to the City of Lee's Summit.

8) **Estimated date of opening?** January 2018

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**For Office Use Only:**

It is recommended this application be APPROVED / DISAPPROVED this 3<sup>rd</sup> day of January, 2018.

  
\_\_\_\_\_  
Director of Liquor Control

City Council Action:     Approved     Disapproved    Date: \_\_\_\_\_

**LS APPLICATION FOR LIQUOR LICENSE**  
**TYPE "S" - SUNDAY RETAIL (\$300)**

**The following is to be completed by the owner or managing officer:**

Sole Owner & Operator  Corporation  Partnership

Applicant's Name: Tamara Montoya  
 Business Name: Infinity Designs, Inc. Phone: 744-3161  
 Business Address: 970 NW Blue Pkwy Lee's Summit, MO 64086  
Suite B

I, the undersigned, hereby make application to the City of Lee's Summit, Missouri, for a Type "S" liquor license in accordance with Chapter 4, "Alcoholic Beverages" Ordinance of the City of Lee's Summit, Missouri.

County of Jackson)

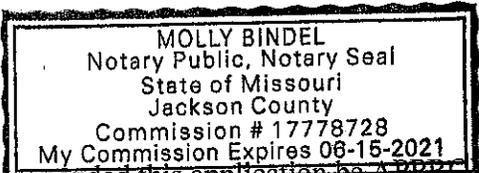
SS

State of Missouri)

I, (please print) Tamara Montoya, being of lawful age and duly sworn upon my oath, do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

Tamara Montoya  
 Applicant's Signature

Subscribed and sworn to before me this 28<sup>th</sup> day of December 2017  
 My commission expires: 06-15-2021



Molly Bindel  
 Notary Public

It is recommended this application be APPROVED / DISAPPROVED this 3<sup>rd</sup> day of January, 2018.

[Signature]  
 Director of Liquor Control

City Council Action:  Approved  Disapproved Date: \_\_\_\_\_

## Packet Information

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**File #:** BILL NO. 18-01, **Version:** 1

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AN ORDINANCE VACATING DEDICATED RIGHT-OF-WAY FOR A PORTION OF NE TODD GEORGE ROAD LOCATED APPROXIMATELY 90 FEET NORTH OF THE INTERSECTION OF NE WALL ST AND NE COUNTY PARK ROAD. WITHIN THE CITY OF LEE'S SUMMIT, MISSOURI.

(NOTE: First reading by City Council on January 4, 2018 and approved unanimously.)

Proposed City Council Motion:

I move for adoption of AN ORDINANCE VACATING DEDICATED RIGHT-OF-WAY FOR A PORTION OF NE TODD GEORGE ROAD LOCATED APPROXIMATELY 90 FEET NORTH OF THE INTERSECTION OF NE WALL ST AND NE COUNTY PARK ROAD. WITHIN THE CITY OF LEE'S SUMMIT, MISSOURI.

## **BILL NO. 18-01**

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AN ORDINANCE VACATING DEDICATED RIGHT-OF-WAY FOR A PORTION OF NE TODD GEORGE ROAD LOCATED APPROXIMATELY 90 FEET NORTH OF THE INTERSECTION OF NE WALL ST AND NE COUNTY PARK ROAD, WITHIN THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2017-217, submitted by Darla Anderson, requesting vacation of the dedicated right-of-way for a portion of NE Todd George Road located approximately 90 feet north of the intersection of NE Wall St and NE County Park Road, was referred to the Planning Commission as required by the Unified Development Ordinance No. 5209; and,

WHEREAS, the right-of-way existed in Jackson County prior to annexation into the City of Lee's Summit; and,

WHEREAS, Application #PL2017-217, submitted by Darla Anderson, 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 December 12, 2017, 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 January 4, 2018, 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 for a portion of NE Todd George Road located approximately 90 feet north of the intersection of NE Wall St and NE County Park Road is hereby and herewith vacated:

*PART OF TRACT B, A PART OF LOTS 1 AND 2, GEORGE ADDITION, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, THE ENTIRE TRACT BEING DESCRIBED AS FOLLOWS:*

*COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 48, RANGE 31; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 448.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 14 MINUTES 33 SECONDS WEST (RECORD=NORTH 03 DEGREES 27 MINUTES 15 SECONDS WEST), 25.05 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 18 SECONDS EAST, 192.66 FEET; THENCE SOUTH 29 DEGREES 23 MINUTES 18 SECONDS EAST (RECORD=SOUTH 31 DEGREES 36 MINUTES EAST), 29.36 FEET TO A POINT ON THE SOUTH LINE OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 48, RANGE 31; THENCE NORTH 87 DEGREES 47 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 206.53 FEET TO THE POINT OF BEGINNING.*

**BILL NO. 18-01**

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SECTION 2. 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 3. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

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

APPROVED AS TO FORM:

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

# City of Lee's Summit

## Development Services Department

December 8, 2017

TO: Planning Commission  
PREPARED BY: Shannon McGuire, Planner  
CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services  
RE: **Continued PUBLIC HEARING – Application #PL2017-217 – VACATION OF RIGHT-OF-WAY – a portion of NE Todd George Road located approximately 90 feet north of the intersection of NE Wall St and NE County Park Road; Darla Anderson, applicant**

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### Commentary

This application is to vacate a portion of NE Todd George Road located approximately 90 feet north of the intersection of NE Wall St and NE County Park Road. The subject portion of right-of-way is a remnant from a previous alignment of NE Todd George Road that extends onto what is now a single-family residential parcel addressed as 1501 NE Wall St. The City has no use or need for the surplus right-of-way.

The request for vacation of right-of-way was sent to the City's Public Works and Water Utilities Departments, as well as the private utility companies, for their input. No objections to the requested vacation were received.

### Recommendation

Staff recommends **APPROVAL** of the vacation of right-of-way for a portion of NE Todd George Road located approximately 90 feet north of the intersection of NE Wall St and NE County Park Road.

### Zoning and Land Use Information

**Location:** approximately 90 feet north of the intersection of NE Wall St and NE County Park Road.

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

**Surrounding zoning and use:**

**North:** R-1 – single-family residential

**South:** AG (Agricultural district) – county park

**East:** Un-zoned county park (Prairie Lee Lake)

**West (across NW Wall St):** R-1 – single-family residential

**Site Characteristics.** The subject portion of right-of-way is located across part of the parcel addressed as 1501 NE Wall St, which is developed with a single-family home. The home was constructed in 1953 over the existing right-of-way.

**Description and Character of Surrounding Area.** The area is located along the shoreline of Prairie Lee Lake. The area to the north and west is developed with single-family residences. To the south is a county park, and to the east is Prairie Lee Lake.

## Public Notification

**Neighborhood meeting conducted:** n/a

**Newspaper notification published:** November 11, 2017

**Notices mailed to properties within 185 feet:** November 27, 2017

## Process

**Procedure:** 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.

**Duration of Validity:** The vacation of right-of-way goes into effect upon City Council final action, unless otherwise stated in the approval, and does not expire.

## Unified Development Ordinance

Applicable Section(s)	Description
4.460, 4.470	Vacation of Right-of-way

## Comprehensive Plan

Focus Areas	Goals, Objectives and Policies
n/a	

## Background

- 1953 – The existing single-family residence located at 1501 NE Wall St was constructed. The property was located in unincorporated Jackson County as the time of the home's construction.
- December 31, 1964 – This property and surrounding area was annexed into the City of Lee's Summit.

## Analysis of Vacation of Right-of-way

This application is to vacate a portion of NE Todd George Road located approximately 90 feet north of the intersection of NE Wall St and NE County Park Road. The subject portion of right-of-way is a remnant from a previous alignment of NE Todd George Road. The City has no use or need for the surplus right-of-way.

Letters were sent to the utility companies (KCP&L, Laclede Gas, AT&T, Time Warner Cable and Comcast Cable), as well as to the City's Public Works and Water Utilities Departments, for their input. No objections to the requested vacation were received.

JJ/csm

Attachments:

1. Drawing and description of the right-of-way to be vacated, date stamped October 6, 2017—  
1 page
2. Location Map

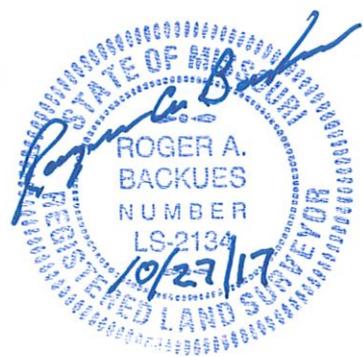
△ = TRACT NUMBER

**OWNERSHIP:**

1. JACKSON COUNTY MISSOURI  
415 E. 12TH STREET  
KANSAS CITY, MO. 64106
2. SEAN & MELINDA  
RT. 4, BOX 777  
BUTLER, MO. 64730
3. JARED & KATHLEEN HAMMONS  
1505 NE WALL STREET  
LEE'S SUMMIT, MO. 64086
4. TODD & REBECCA HENDRICKSON  
1507 NE WALL STREET  
LEE'S SUMMIT, MO. 64086
5. JOHN M. & JANET K. SCHULMEISTER  
1508 NE WALL STREET  
LEE'S SUMMIT, MO. 64086
6. JOSEPH M. SOKOLOWSKI  
2103 NE TODD GEORGE ROAD  
LEE'S SUMMIT, MO. 64086

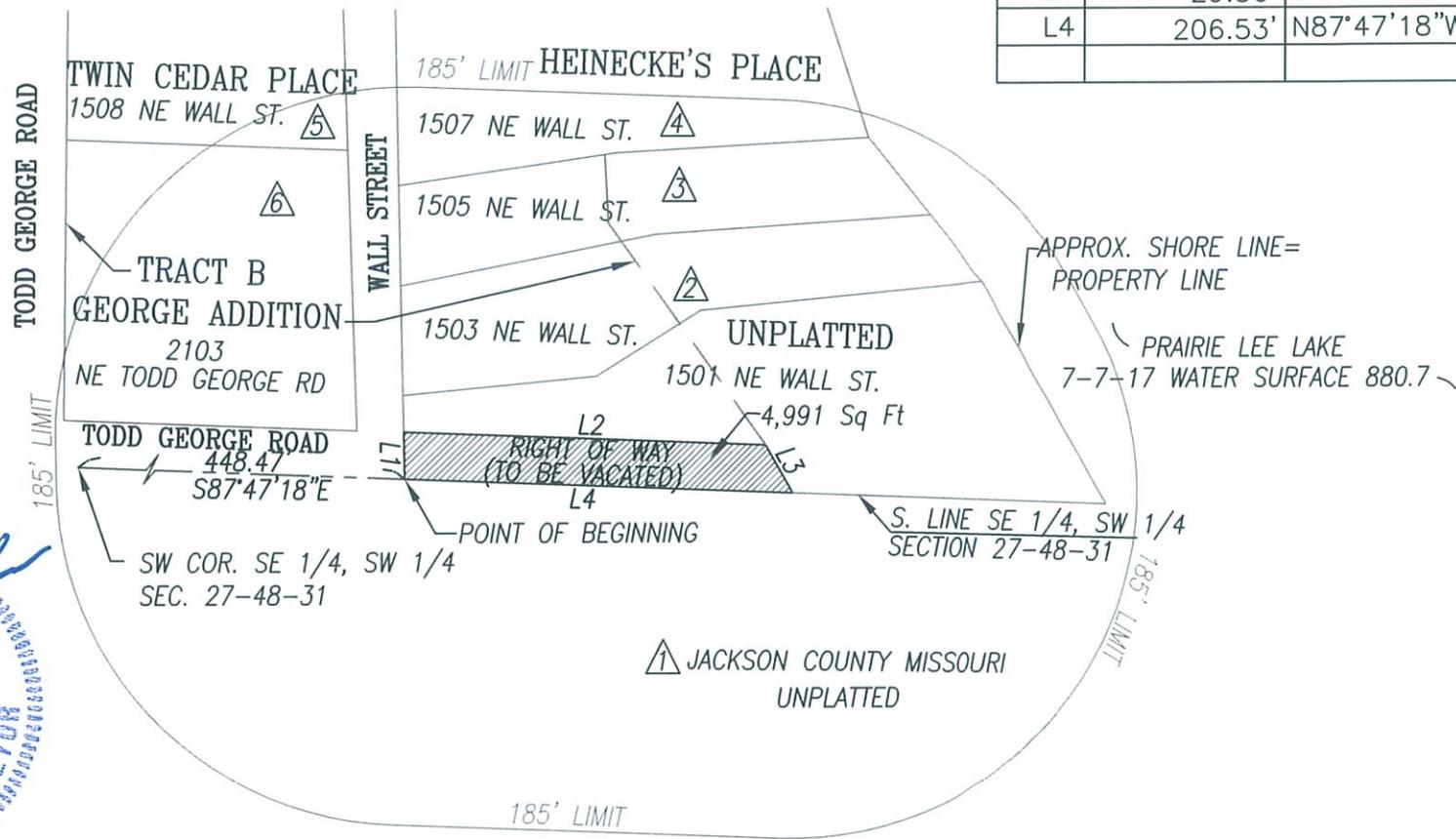
**VACATION DESCRIPTION:**

PART OF TRACT B, A PART OF LOTS 1 AND 2, GEORGE ADDITION, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, THE ENTIRE TRACT BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 48, RANGE 31; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 448.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 14 MINUTES 33 SECONDS WEST (RECORD=NORTH 03 DEGREES 27 MINUTES 15 SECONDS WEST), 25.05 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 18 SECONDS EAST, 192.66 FEET; THENCE SOUTH 29 DEGREES 23 MINUTES 18 SECONDS EAST (RECORD=SOUTH 31 DEGREES 36 MINUTES EAST), 29.36 FEET TO A POINT ON THE SOUTH LINE OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 48, RANGE 31; THENCE NORTH 87 DEGREES 47 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 206.53 FEET TO THE POINT OF BEGINNING.



VACATION OF RIGHT-OF-WAY EXHIBIT  
A PART OF TRACT B, GEORGE ADDITION  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.05'	N01°14'33"W
L2	192.66'	S87°47'18"E
L3	29.36'	S29°23'18"E
L4	206.53'	N87°47'18"W



0 50 100  
Scale In Feet  
1" = 100'

DATE: OCTOBER 27, 2017

CLIENT:  
DARLA K. ANDERSON  
31000 E. WEBSTER  
GRAIN VALLEY, MISSOURI 64029  
PH.# 816-304-3983

VACATION OF RIGHT OF WAY EXHIBIT

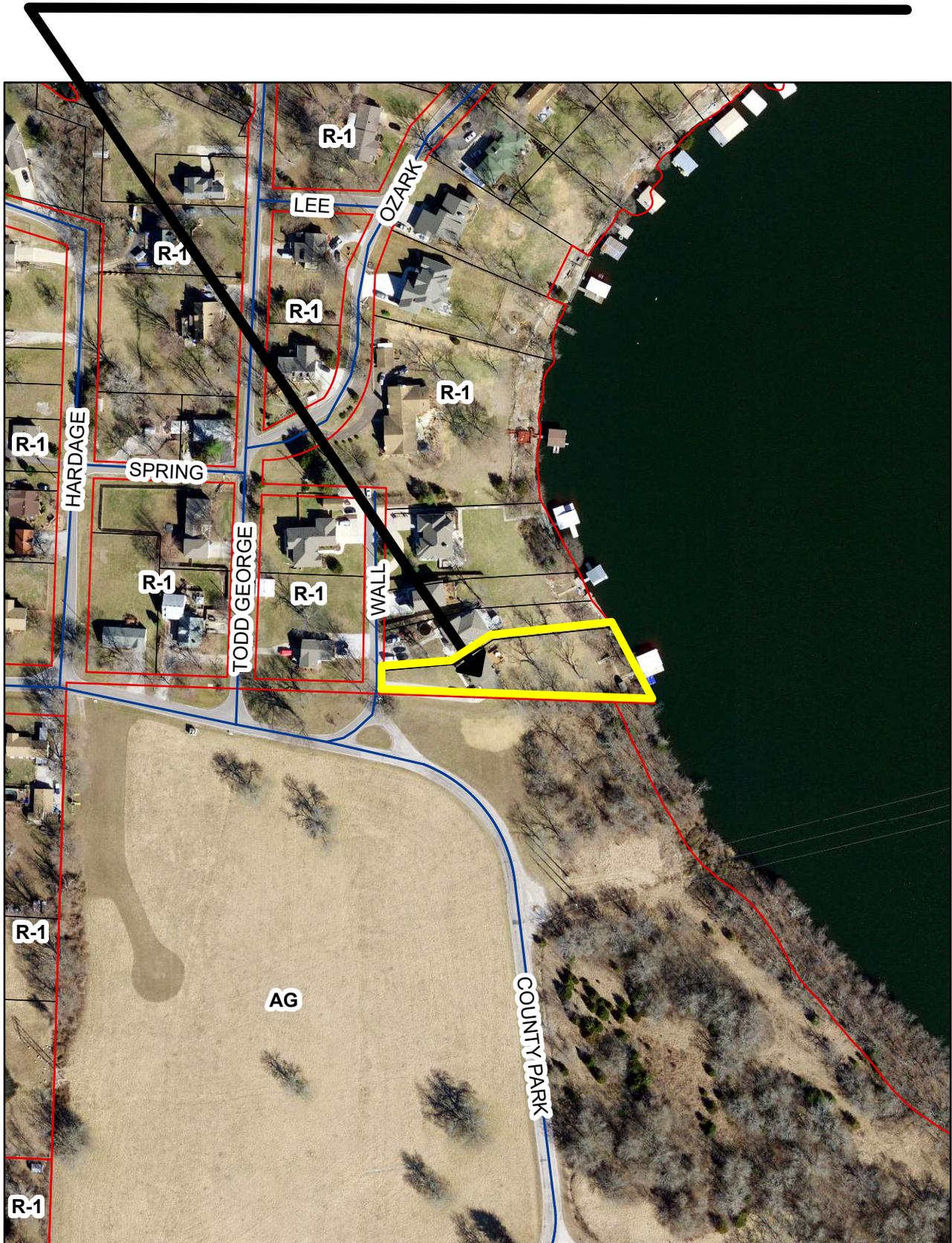
**BOUNDARY & CONSTRUCTION  
SURVEYING, INC.**

821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64063  
PH.# 816/554-9798, FAX # 816/554-0337

PROJECT NO. 17-181 RW SHEET 1 OF 1

1501 NE WALL STREET, LEE'S SUMMIT, MO

**#PL2017-217 – VACATION OF RIGHT-OF-WAY –  
Portion of NE Todd George Rd located approx. 90 feet  
north of the intersection of NE Wall St and NE County Park Rd  
Darla Anderson, applicant**



## Packet Information

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**File #:** BILL NO. 18-02, **Version:** 1

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AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN ON LAND GENERALLY LOCATED AT THE NE CORNER OF SW LONGVIEW BOULEVARD AND SW LONGVIEW ROAD IN DISTRICT PMIX, PROPOSED KESSLER RIDGE AT NEW LONGVIEW, 2<sup>ND</sup> PLAT, LOTS 56-87, TRACTS E-G, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

(NOTE: First reading by City Council on January 4, 2018 and approved unanimously.)

Proposed City Council Motion:

I move for adoption of AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN ON LAND GENERALLY LOCATED AT THE NE CORNER OF SW LONGVIEW BOULEVARD AND SW LONGVIEW ROAD IN DISTRICT PMIX, PROPOSED KESSLER RIDGE AT NEW LONGVIEW, 2<sup>ND</sup> PLAT, LOTS 56-87, TRACTS E-G, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

## **BILL NO. 18-02**

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AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN ON LAND GENERALLY LOCATED AT THE NE CORNER OF SW LONGVIEW BOULEVARD AND SW LONGVIEW ROAD IN DISTRICT PMIX, PROPOSED KESSLER RIDGE AT NEW LONGVIEW, 2<sup>ND</sup> PLAT, LOTS 56-87, TRACTS E-G, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2017-144 submitted by Inspired Homes, LLC, requesting approval of a preliminary development plan in District PMIX (Planned Mixed-Use) on land located generally at the NE corner of SW Longview Boulevard and SW Longview Road 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 December 12, 2017, 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 January 4, 2018, and rendered a decision 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 PMIX on the following described property:

Section 10, Township 47 North, Range 32 West, in Lee's Summit, Jackson County, Missouri, being described as follows:

*ALL OF LOT 1, KESSLER RIDGE AT NEW LONGVIEW HISTORIC LOTS 1-2, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.*

SECTION 2. That the following conditions of approval apply:

1. Development shall be in accordance with the preliminary development plan date stamped November 1, 2017.
2. Development standards, including density, lot area, and setbacks, shall be as shown on the preliminary development plan date stamped November 1, 2017.

**BILL NO. 18-02**

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3. The approved architectural styles, building materials and colors, shall be as shown on the building elevations date stamped November 1, 2017.
4. For Lots 56-77 the front setbacks shall be a minimum of 20' and a maximum of 25'. Side setbacks shall be a minimum of 5'; and 15' from a side street. Rear setbacks shall be a minimum of 25'.
5. For Lots 78-87 the front setback shall be 20' and a maximum of 25'. Side setbacks shall be a minimum of 5'; and 12' from a side street. Rear setbacks shall be a minimum of 25'.
6. Porches, cantilevers, roofs, roof overhangs and any and all building appurtenances may encroach a maximum of 8' into the front building setback.
7. The developer shall be responsible for construction of a white rail fence along SW Longview Road significantly similar to other areas along SW Longview Road throughout the exterior of the development.
8. No other fencing than the white rail fencing is allowed on Lots 73-83.

SECTION 3. That development shall be in accordance with the preliminary development plan, date stamped November 1, 2017, appended hereto and made a part hereof.

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 the City's Unified Development Ordinance, enacted by Ordinance No. 5209 and amended from time to time.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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*Mayor Randall L. Rhoads*

ATTEST:

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City Clerk *Trisha Fowler Arcuri*

**BILL NO. 18-02**

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APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

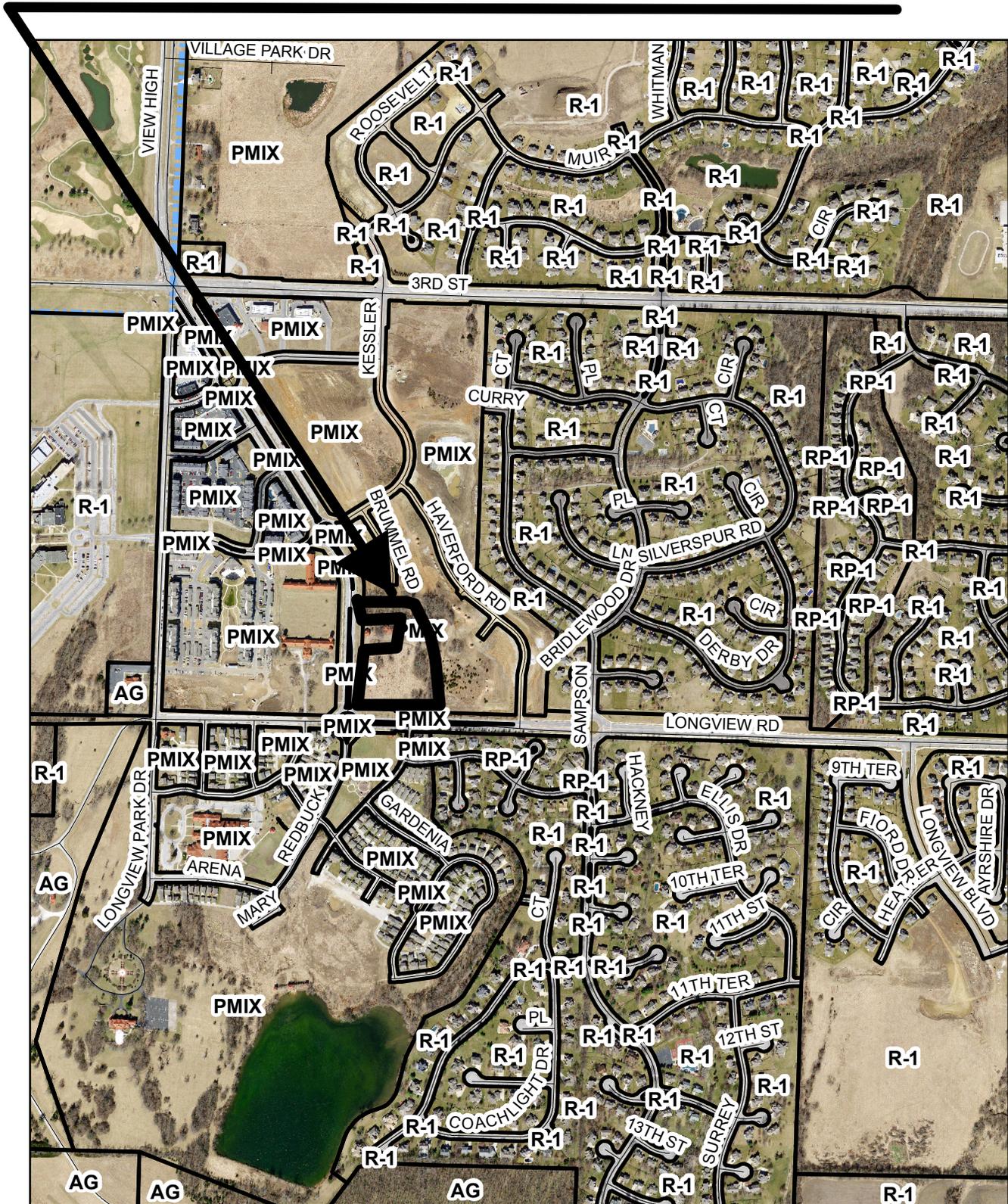
ATTEST:

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

APPROVED AS TO FORM:

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

# PL#2017-144- PRELIMINARY DEVELOPMENT PLAN KESSLER RIDGE AT NEW LONGVIEW, 2ND PLAT INSPIRED HOMES, INC, APPLICANT



# City of Lee's Summit

## Development Services Department

December 8, 2017

TO: Planning Commission  
PREPARED BY: Jennifer Thompson, Planner  
CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services  
RE: **Remanded PUBLIC HEARING – Appl. #PL2017-144 – PRELIMINARY DEVELOPMENT PLAN – Kessler Ridge at New Longview, 2<sup>nd</sup> Plat, Lots 56-87, Tracts E-G; Inspired Homes, LLC, applicant**

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*A preliminary development plan application was filed with the City on June 30, 2017, proposing the second phase of Kessler Ridge at New Longview single-family residential subdivision. The application was considered by and subsequently recommended for approval by the Planning Commission on September 12, 2017. The application was remanded back to the Planning Commission by the City Council on October 5, 2017, at the applicant's request in order to redesign a portion of the project in response to staff comments.*

*The portion of the plan encompassing Lots 78-87 has been redesigned in order to accommodate the standard right-of-way street width of 50 feet for SW Merriam Court, rather than 30 feet as previously shown on the preliminary development plan. Other changes to Lots 78-87 include, but are not limited to, increased minimum setbacks for rear and front yards, house orientation (facing SW Merriam Ct), decreased square footage for common area, and the addition of sidewalk along SW Merriam Ct.*

### Commentary

The applicant proposes the second phase of *Kessler Ridge at New Longview*, a single-family residential development composed of 32 lots and 3 common area tracts on 11.55 acres zoned PMIX (Planned Mixed Use). A preliminary development plan was previously approved for the Kessler Ridge at New Longview development; however the approved plan did not include a portion of property located within the southwest corner of this site. This proposed plan includes the additional acreage and provides for 10 additional lots.

The north and east portions of the site are comprised of 22 lots and are a continuation of the lot sizes and standards established within *Kessler Ridge at New Longview, 1<sup>st</sup> Plat*. The southwest corner of the site offers approximately 10 lots that have significantly reduced lot widths more comparable to the "Traditional Neighborhood Design" product.

The proposed building setbacks and lot widths are similar to the standards for other single-family residential areas of New Longview. Architectural options include a variety of 1 and 2-story homes, varied design styles and building material options, supplemented with a rich traditional color palette.

- 32 lots and 3 common area tracts on 11.55 acres
- 2.77 units/acre, including common area; 2.99 units/acre, excluding common area

### Recommendation

Staff recommends **APPROVAL** of the preliminary development plan, subject to the following:

1. Development shall be in accordance with the preliminary development plan date stamped November 1, 2017.

2. Development standards, including density, lot area, and setbacks, shall be as shown on the preliminary development plan date stamped November 1, 2017.
3. The approved architectural styles, building materials and colors, shall be as shown on the building elevations date stamped November 1, 2017.
4. For Lots 56-77 the front setbacks shall be a minimum of 20' and a maximum of 25'. Side setbacks shall be a minimum of 5'; and 15' from a side street. Rear setbacks shall be a minimum of 25'.
5. For Lots 78-87 the front setback shall be 20' and a maximum of 25'. Side setbacks shall be a minimum of 5'; and 12' feet from a side street. Rear setbacks shall be a minimum of 25'.
6. Porches, cantilevers, roofs, roof overhangs and any and all building appurtenances may encroach a maximum of 8' into the front building setback.
7. The developer shall be responsible for construction of a white rail fence along SW Longview Road significantly similar to other areas along SW Longview Road throughout the exterior of the development.

## Zoning and Land Use Information

**Location:** NE corner of Longview Blvd and Longview Rd.

**Current Zoning:** PMIX (Planned Mixed-Use District)

**Surrounding zoning and use:**

**North:** PMIX (Planned Mixed-Use District)—*Kessler Ridge at New Longview* (single family residential subdivision)

**South (across SW Longview Road):** PMIX (Planned Mixed Use District)—Pergola Park and Madison Park (single family residential subdivisions), and subdivision pool; RP-1 (Planned Single-Family Residential District)—Longview Farm Villas (single family residential subdivision)

**East:** PMIX – (Planned Mixed Use District)—*Kessler Ridge at New Longview* (single family residential subdivision)

**West (across SW Longview Road):** PMIX—Longview Farm dairy barns and Residences at New Longview (apartment development)

**Site Characteristics.** The subject 11.55 acres is a mostly undeveloped area. Three vacant historic homes that served the original Longview Farm are located on a portion of the property.

**Description and Character of Surrounding Area.** The subject property is located at the northeast corner of SW Longview Blvd and SW Longview Rd. The areas to the east and south are developed as single-family residential. The area south of SW Longview Rd is developed in the style of Traditional Neighborhood Design. The area to the east is developed in the style of conventional single-family residential. The area to the west is site to the historic barns that served the original Longview Farm.

## Project Information

**Current Use:** undeveloped property with three vacant historic homes

**Proposed Use:** single-family residential

**Land Area:** 11.55 acres

**Number of Lots:** 32 lots and 3 common area tracts

**Density:** 2.77 units/acre, including common area; 2.99 units/acre excluding common area

## Public Notification

**Neighborhood meeting conducted:** n/a

**Newspaper notification published:** November 25, 2017

**Radius notices mailed to properties within 185 feet:** November 21, 2017

## Process

**Procedure:** The Planning Commission makes a recommendation to the City Council on the proposed preliminary development plan. The City Council takes final action on the preliminary development plan application.

**Duration of Validity:** Preliminary development plan approval by the City Council shall not be valid for a period longer than twenty-four (24) months from the date of such approval, unless within such period a final development plan application is submitted. The City Council may grant one extension not exceeding twelve (12) months upon written request. In this case, there is no proposed development plan, but rather a plan that reflects the property's existing undeveloped condition.

## Unified Development Ordinance

Applicable Section(s)	Description
4.300, 4.310, 4.320	Preliminary Development Plan
5.010	Zoning Districts

## Comprehensive Plan

Focus Areas	Goals, Objectives and Policies
Overall Area Land Use	Objective 1.1 Objective 1.2 Objective 1.3 Objective 1.4
Residential Development	Objective 3.1 Objective 3.2 Objective 3.3

## Background

- October 3, 2002 – The City Council approved the rezoning (Appl. #2002-031) from AG, RP-1, RP-2, RP-3 and CP-2 to PMIX and the Conceptual Plan (Appl. #2002-032) for New Longview by Ordinance No. 5407.
- October 3, 2002 – The City Council approved the New Longview Preliminary Development Plan for the Arterial Traffic Network (Appl. #2002-081) by Ordinance No. 5408.

- September 25, 2014 – The City Council approved a partial waiver of the TIF Contract between the City of Lee’s Summit and M-III Longview, LLC, authorizing the development of an additional 55 single-family housing units in the New Longview Farm area by Ordinance No. 7522. The waiver covers Phase 1 of the subject proposed development.
- March 5, 2015 – The City Council approved a preliminary development plan (Appl. #PL2014-158) for Kessler Ridge at New Longview, located at the northeast corner of SW Longview Blvd. and SW Longview Rd, by Ordinance No. 7598.
- November 17, 2016 – The City Council approved the final plat (Appl. #PL2015-051) for *Kessler Ridge, 1<sup>st</sup> Plat, Lots 1-55 & Tracts A-D*, by Ordinance No. 8016.
- September 12, 2017 – The Planning Commission recommended approval of preliminary development plan (Appl. #PL2017-144) for Kessler Ridge at New Longview 2<sup>nd</sup> Plat, Lots 56-87 & Tracts E-G.
- October 5, 2017 – The City Council remanded preliminary development plan (Appl. #PL2017-144) for Kessler Ridge at New Longview 2<sup>nd</sup> Plat, Lots 56-87 & Tracts E-G, back to Planning Commission, at the applicant’s request in order to redesign a portion of the project in response to staff comments.

### **Analysis of the Preliminary Development Plan**

**Redesign.** The application was remanded back to the Planning Commission by the City Council on October 5, 2017, at the applicant’s request in order to redesign a portion of the project in response to staff comments.

The portion of the plan encompassing Lots 78-87 has been redesigned in order to accommodate the standard right-of-way street width of 50 feet for SW Merriam Court, rather than 30 feet as previously shown on the preliminary development plan. Increasing the right-of-way width has necessitated revisions to a few of the design standards for Lots 78-87. See below for a list of comparisons between the previous plan and the current plan.

	<b>Previous plan for Lots 78-87</b>	<b>Current plan for Lots 78-87</b>
<b>Number of Lots</b>	10	10
<b>Right-of-way width (SW Merriam Ct)</b>	30 feet	50 feet
<b>Sidewalks (SW Merriam Ct)</b>	No sidewalks	5-foot sidewalks on both sides of street
<b>House Orientation</b>	Fronted <u>away from</u> SW Merriam Ct.	Fronted <u>along</u> SW Merriam Ct.
<b>Garages</b>	Detached garages	Attached garages
<b>Setbacks</b>	20’ min.—front yard 5’—side yard 3’—rear yard 12’—side yard (street side)	20’ min.; 25’ max—front yard 5’—side yard 25’—rear yard 12’—side yard (street side)
<b>Common Area</b>	43,795 total sq. ft.	32,983 total sq. ft.

**Kessler Ridge at New Longview.** The proposal is for the second phase of *Kessler Ridge at New Longview*, a single-family residential development composed of 32 lots and 3 common area tracts on 11.55 acres zoned PMIX (Planned Mixed Use). A preliminary development plan was previously approved for the Kessler Ridge at New Longview development; however the approved plan did not include a portion of property located within the southwest corner of this site. This proposed plan includes the additional acreage and provides for 10 additional lots with significantly reduced lot widths more comparable to the “Traditional Neighborhood Design” product.

The proposed plan will accommodate new residents that can make use of existing and proposed public infrastructure while benefiting from existing services such as schools, parks, and other amenities within the New Longview community. The development also provides continued connections within the existing *Kessler Ridge at New Longview* subdivision to the north and east, along with additional access points to SW Longview Road and SW Longview Blvd.

Staff finds the proposed 32-lot single family development to be compatible with adjacent land uses and appropriate for the site. The subject property is bordered by Kessler Ridge subdivision to the north and east, existing single-family subdivisions to the south and vacant ground/Longview Dairy Barns to the west.

**Development Standards.** The existing PMIX zoning district allows for greater flexibility in development standards (e.g. lot coverage, setbacks, lot sizes, etc.) in order to facilitate adaptation of development to the unique characteristics of a site. The PMIX district also allows for more flexible placement, arrangement and orientation of residential structures. The applicant has proposed standards differing from the typical single family residential zoning district (R-1), but which are consistent with the standards for existing single-family areas of New Longview. The standards will be approved as part of the preliminary development plan. The development standards are more compatible to the “Traditional Neighborhood Design”, as originally envisioned for this area. The proposed design standards include:

- Front, rear, and side yard setbacks that are below the minimum requirements for the R-1 zoning district.
- Architectural home styles, building materials, and colors which are compatible and comparable with the existing New Longview “Traditional Neighborhood Design” residential areas.
- Home characteristics that include front porches and/or stoops and a variety of styles such as: 1 and 2-story Craftsman, French Country, Prairie, and Mediterranean building types.
- Development that incorporates sidewalks on both sides of all streets to encourage the walkability of the neighborhood.

Development standards, including density, lot area, and setbacks shall be as shown on the plan. The table below compares the proposed development standards for Kessler Ridge at New Longview, 2<sup>nd</sup> Plat with the R-1 District standards as outlined in the Unified Development Ordinance.

	<b>Proposed Kessler Ridge at New Longview, 2<sup>nd</sup> Plat in PMIX Lots 56-77</b>	<b>Proposed Kessler Ridge at New Longview, 2<sup>nd</sup> Plat in PMIX Lots 78-87</b>	<b>R-1 District Standards</b>
<b>Density</b>	2.77 total units/acre 32 total units on 11.55 acres		4 units/acre maximum
<b>Lot Size</b>	9,727 sq. ft. (minimum)	6,119 sq. ft. (minimum)	8,400 sq. ft. minimum
<b>Lot Width</b>	69'—minimum	50' (minimum)	70'—minimum
<b>Building Setbacks</b>	20' min.; 25' max.— front yard 5'—side yard 25'—rear yard 15'—side yard (street side)	20' min.; 25' max.—front yard 5'—side yard 25'—rear yard 12'—side yard (street side)	Minimum standards 30'—front yard 7.5'—side yard 30'—rear yard

The proposed subdivision provides a combination of lot styles that are somewhat more similar to the “Traditional Neighborhood Design” (TND) as originally envisioned for this phase of the New Longview Conceptual Plan and a continuation of the *Kessler Ridge at New Longview* subdivision. The proposed plan provides an appropriate transition from the standard R-1 subdivision to the east (Bridlewood) and the TND neighborhoods to the south (New Longview). Staff finds the proposed development standards to be appropriate given the nature of New Longview being modeled as a traditional neighborhood development. Among the characteristics of traditional neighborhood developments that are reflected in the proposed development standards are higher densities (than typically seen in R-1 subdivisions) and reduced building setbacks. Higher densities allow for a more efficient use of land and infrastructure by encouraging development that is more compact than conventional neighborhood development. Reduced building setbacks provide a defined street wall that encourages walk-ability by creating a more inviting pedestrian zone.

**Existing Historic Structure (Saddle Horse Manager’s Office).** The development plan proposes to remove and salvage the historic Saddle Horse Manager’s office. The removal of the structure was approved as part of the New Longview TIF plan and was also previously proposed and discussed in the Kessler Ridge at New Longview preliminary development plan.

**Code and Ordinance Requirements**

*The items in the box below are specific to this development and must be satisfactorily addressed in order to bring the plan 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. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance).
4. All subdivision-related public improvements must have a Certificate of Final Acceptance prior to approval of the final plat, unless security is provided in the manner set forth in the City's Unified Development Ordinance (UDO) Section 16.340. If security is provided, building permits may be issued upon issuance of a Certificate of Substantial Completion of the public infrastructure as outlined in Section 1000 of the City's Design and Construction Manual.
5. The As-graded Master Drainage Plan shall be submitted to and accepted by the City prior to the issuance of a certificate of substantial completion and the issuance of any building permits for the development.
6. A Land Disturbance Permit shall be obtained from the City if ground breaking will take place prior to the issuance of infrastructure permit or prior to the approval of the final plat/engineering plans.
7. Any cut and / or fill operations, which cause public infrastructure to exceed the maximum / minimum depths of cover shall be mitigated by relocating the infrastructure vertically and / or horizontally to meet the specifications contained within the City's Design and Construction Manual.

### **Fire**

8. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to the safety to fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code.
9. Homes located on Lots 78-87 shall face SW Merriam Court.

### **Planning**

10. A final plat shall be approved and recorded (with the necessary copies returned to Development Services Department) prior to any building permits being issued.
11. No final plat shall be recorded by the developer until the Director of 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 5.520 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 5.510 of the UDO. In addition, the approved Declaration of Covenants, Conditions and Restrictions shall be recorded prior to the recording of the final plat.

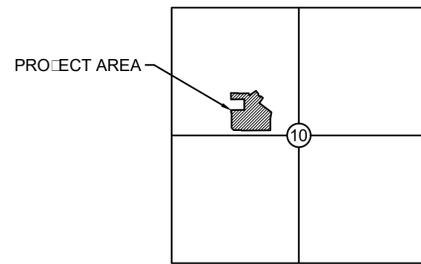
12. Sidewalks shall be located on both sides of SW Merriam Court.

Attachments:

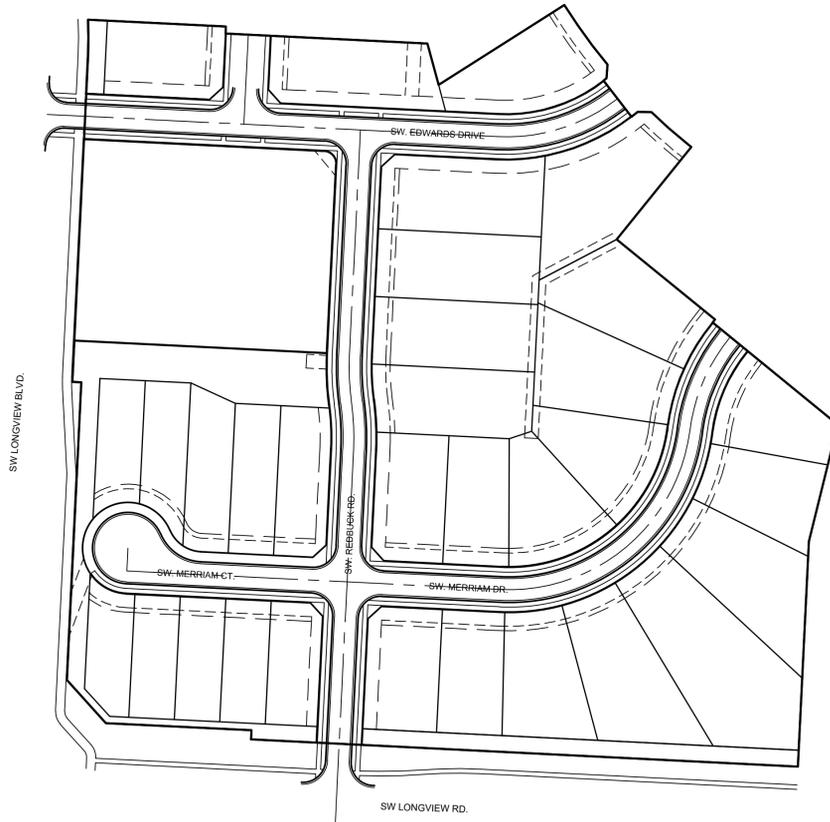
1. Transportation Impact Analysis prepared by City Traffic Engineer, dated November 30, 2017—2 pages
2. Preliminary Development Plan (7 pages), consisting of:
  - Cover sheet, date stamped November 1, 2017
  - Existing Conditions, date stamped November 1, 2017
  - Site Plan, date stamped November 1, 2017
  - Grading Plan and Utilities Plan, date stamped November 1, 2017
  - Site Plan-building footprints, date stamped November 1, 2017
  - Building elevations-Lots 56-77, date stamped November 1, 2017—7 pages
3. Single Family Residential Compatibility Form completed by the applicant—3 pages
4. Location Map

# KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN LOTS 56-87, TRACTS E-G

SECTION 10, TOWNSHIP 47 N, RANGE 32 W  
IN LEE'S SUMMIT, JACKSON COUNTY, MO



**VICINITY MAP**  
S10, T47N, R32W  
N.T.S.



INDEX OF SHEETS	
COVER SHEET	01
EXISTING CONDITIONS	02
SITE PLAN	03
PRELIMINARY GRADING & UTILITIES	04
BUILDING ELEVATIONS	05-07

**PROPERTY DESCRIPTION**

ALL OF LOT 1, KESSLER RIDGE AT NEW LONGVIEW HISTORIC LOTS 1-2, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

DEVELOPMENT TEAM CONTACT INFORMATION	
CIVIL ENGINEER	
SHANNON BUSTER, P.E. OLSSON ASSOCIATES	1301 BURLINGTON, SUITE 100 NORTH KANSAS CITY, MO 64116 TEL: 816.587.4320 FAX: 816.587.1393 SBUSTER@OLSSONASSOCIATES.COM
DEVELOPER	
TODD LIPSCHUTZ INSPIRED HOMES	1301 BURLINGTON, SUITE 150 NORTH KANSAS CITY, MO 64116 TEL: 816-548-3300 FAX: -- TLIPSCHUTZ@INSPIRED-HOMES.COM



Olsson Associates - Civil Engineering  
No. Certificate of Authority: 001592  
North Kansas City, MO 64116  
TEL: 816.587.4320  
FAX: 816.587.1393  
www.olssonassociates.com

NO. REV.	DATE	REVISIONS DESCRIPTION	BY
1	2017.08.01	Revised per Staff comments	C-H
2	2017.09.08	Sheet 03 revised to reflect accurate setback information.	C-H
3	2017.10.12	Revised to reflect design changes (Lots 79-87, Tract F)	C-H
4	2017.10.30	Revised to reflect design changes (Lots 79-87, Tract F)	C-H

COVER SHEET	2017
KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN	
LEE'S SUMMIT, MO	

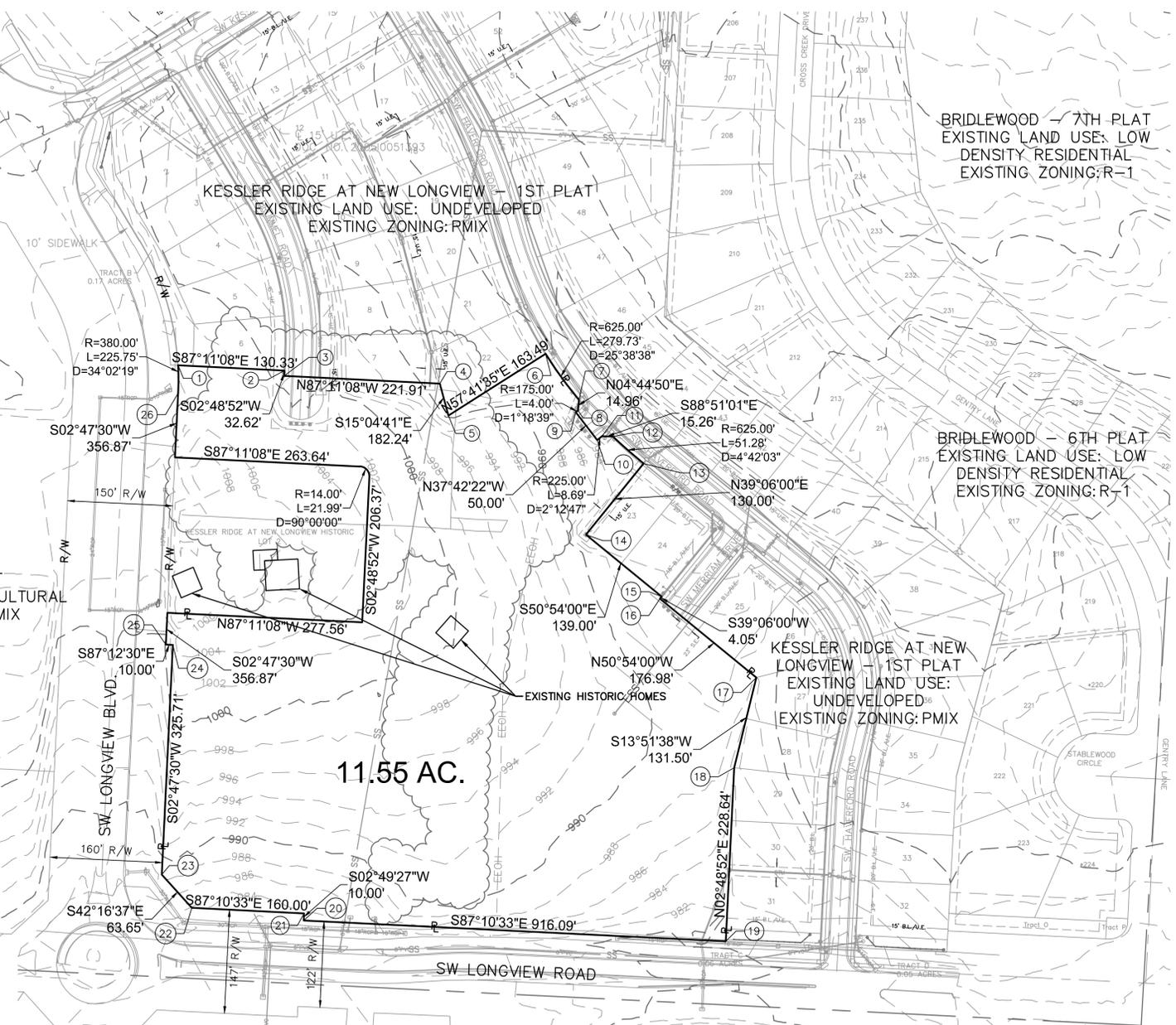
drawn by: C-H  
checked by: S-B  
designed by: RB  
project no.: 017-0266  
date: 2017.06.30

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DATE: Oct 30, 2017 10:37am  
USER: cholmquist

DWG: F:\2017\0001-0500\017-0266\40-Design\AutoCAD\Preliminary Plans\Sheets\GNCV\01\_Development Plans\_35x24\C\_EXC01\_170266.dwg  
 DATE: Oct 30, 2017 10:37am  
 USER: choinquist

- PLAN LEGEND**
- CABLE TV**  
 CTVP CABLE TV PEDESTAL  
 SD SATELLITE DISH
- ELECTRIC**  
 AC AIR CONDITIONER  
 EB ELECTRIC BOX  
 EMT ELECTRIC METER  
 EMH ELECTRIC MANHOLE  
 EP ELECTRIC PEDESTAL  
 EV ELECTRIC VAULT  
 GA GUY ANCHOR  
 GUY GUY POLE  
 LP LIGHT POLE  
 PP POWER POLE  
 YL YARD LIGHT/FLOOD LIGHT
- GAS**  
 GK GAS LINE MARKER  
 GM GAS METER  
 GR GAS REGULATOR  
 GV GAS VALVE
- SANITARY**  
 CO SANITARY CLEANOUT  
 SMH SANITARY MANHOLE
- STORM**  
 AI AREA INLET  
 CI CURB INLET  
 FD FLOOR DRAIN  
 FI FIELD INLET  
 GI GRATE INLET  
 JB JUNCTION BOX  
 RD ROOF DRAIN  
 STMH STORM MANHOLE
- TELEPHONE**  
 FOM FIBER OPTIC MARKER  
 TMK TELEPHONE CABLE MARKER  
 TLP TELEPHONE POLE  
 TP TELEPHONE PEDESTAL  
 TV TELEPHONE VAULT
- WATER**  
 FH FIRE HYDRANT  
 HB HOSE BIB  
 MW MONITOR WELL  
 PIV POST INDICATOR VALVE  
 SB SPRINKLER CONTROL BOX  
 SV SPRINKLER VALVE  
 WM WATER METER  
 WH WATER MANHOLE  
 WMV WATER METER VAULT  
 WV WATER VALVE
- PARKING**  
 & HANDICAP STALL  
 WLS WHEEL STOP  
 DYS DOUBLE YELLOW STRIPE  
 WS WHITE STRIPE  
 YS YELLOW STRIPE
- TRAFFIC**  
 SLCB STREET LIGHT BOX  
 TSP TRAFFIC SIGNAL POLE  
 TSC TRAFFIC SIGNAL CONTROLS  
 TSV TRAFFIC SIGNAL VAULT
- SIGNS**  
 HS HANDICAP SIGN  
 SL SPEED LIMIT SIGN  
 SN SIGN  
 SS STOP SIGN
- EASEMENTS**  
 A.E. ACCESS EASEMENT  
 B.M.P. BEST MANAGEMENT PRACTICE  
 D.E. STORM DRAINAGE EASEMENT  
 L.E. LANDSCAPE EASEMENT  
 M.E. MONUMENT EASEMENT  
 N.B.E. NO BUILD EASEMENT  
 P.E. PEDESTRIAN EASEMENT  
 S.D.E. SURFACE DRAINAGE EASEMENT  
 S.E. SANITARY SEWER EASEMENT  
 U.E. UTILITY EASEMENT  
 W.E. WATER EASEMENT
- SETBACKS**  
 B.S. BUILDING SETBACK  
 D.S. DECK SETBACK  
 dBA SOUND SETBACK  
 F.Y.S. FRONT YARD SETBACK  
 L.B. LANDSCAPE BUFFER  
 P.S. PARKING SETBACK  
 R.Y.S. REAR YARD SETBACK  
 S.Y.S. SIDE YARD SETBACK
- SURVEY MARKERS**  
 BENCHMARK  
 FOUND SECTION CORNER (MONUMENTATION AS NOTED)  
 FOUND PROPERTY CORNER (MONUMENTATION AS NOTED)  
 FOUND RIGHT-OF-WAY MARKER  
 SET 5/8" IRON REBAR WITH ALUMINUM CAP TO BE SET UPON COMPLETION OF CONSTRUCTION.  
 SET 1/2" IRON BAR WITH PLASTIC CAP TO BE SET UPON COMPLETION OF CONSTRUCTION. (1/2" BARS WITH CAPS WILL ALSO BE SET ON ALL LOT AND TRACT CORNERS)
- BOUNDARIES**  
 SECTION LINE  
 EXISTING PROPERTY BOUNDARY  
 EXISTING LOT LINE  
 EXISTING RIGHT-OF-WAY
- UTILITY LINES**  
 EXISTING CABLE TV, UNDERGROUND  
 EXISTING ELECTRIC, OVERHEAD  
 EXISTING ELECTRIC, UNDERGROUND  
 EXISTING FIBER OPTIC, UNDERGROUND  
 EXISTING GAS LINE  
 EXISTING SANITARY SEWER  
 EXISTING STORM SEWER  
 EXISTING TELEPHONE, UNDERGROUND  
 EXISTING WATER LINE
- CONTOURS**  
 INDEX CONTOURS  
 INTERMEDIATE CONTOURS
- MISCELLANEOUS**  
 BB BASKETBALL GOAL  
 BH BORE HOLE  
 FENCE, CHAIN LINK  
 FENCE, STEEL OR ALUMINUM  
 FENCE, STOCKADE, WOOD,  
 VINYL OR PLASTIC  
 FENCE, BARBED WIRE OR WOVEN WIRE TOPPED  
 FP FLAG POLE  
 GP GUARD POST  
 GR GUARD RAIL  
 HDRL HANDRAIL  
 HSP HORSESHOE PIT  
 LSCP LANDSCAPING  
 MB MAILBOX  
 MH UTILITY MANHOLE  
 PB PARK BENCH  
 PT PICNIC TABLE  
 RAILROAD TRACKS  
 TREE, DECIDUOUS  
 TREE, CONIFEROUS  
 EXISTING TREELINE  
 EXISTING SIDEWALK  
 EXISTING BUILDINGS  
 EXISTING EDGE OF PAVEMENT  
 EXISTING ROADWAY CENTER LINE  
 EXISTING CURB & GUTTER  
 RADIUS  
 L ARC DISTANCE  
 D DELTA / CENTRAL ANGLE  
 I.T.B. INITIAL TANGENT BEARING  
 N.R. NOT RADIAL  
 C/L CENTERLINE  
 R/W RIGHT OF WAY  
 P/L PLAT LINE  
 L/L LOT LINE  
 P.O.S. PRIVATE OPEN SPACE

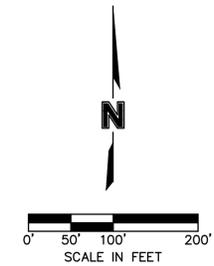
TOWER PARK COMMERCIAL  
 PHASE 2  
 EXISTING LAND USE: HIGH DENSITY RESIDENTIAL  
 EXISTING ZONING: PMIX



Point Number	Grid Northing	Grid Easting
1	304253.566	854617.775
2	304251.297	854663.913
3	304248.980	854663.799
4	304245.659	854731.350
5	304231.849	854735.070
6	304258.479	854777.183
7	304238.593	854791.634
8	304234.049	854791.257
9	304233.292	854790.300
10	304221.236	854799.620
11	304222.896	854801.684
12	304222.803	854806.335
13	304211.143	854819.666
14	304180.396	854794.679
15	304153.678	854827.555
16	304152.720	854826.776
17	304118.703	854868.634
18	304079.793	854859.033
19	304004.784	854855.346
20	304013.813	854672.306
21	304016.857	854672.456
22	304019.259	854623.752
23	304033.612	854610.703
24	304132.761	854615.538
25	304132.909	854612.494
26	304241.544	854617.791

- NOTES:  
 1. EXISTING ZONING: PMIX; EXISTING LAND USE: UNDEVELOPED  
 2. NO OIL OR GAS WELLS ARE LOCATED ON THE PROPERTY. INFORMATION VERIFIED VIA MISSOURI DNR: <https://dnr.mo.gov/geology/geosrv/oilandgas.htm> (UPDATED MAY 2016)  
 3. FEMA FLOODPLAIN DESIGNATION: AREA OF MINIMAL FLOOD HAZARD

HISTORIC HOMES NOTE:  
 SUNFLOWER DEVELOPMENT GROUP, LLC PURCHASED THE HISTORIC HOMES IN APRIL 2017. STABILIZATION EFFORTS HAVE BEGUN ON THE BARN AND WORK WILL BEGIN ON THE HOMES IN AUGUST 2017; ALL WORK WILL BE COMPLETE WITHIN 60 DAYS OF THE START DATE. DEPENDING ON TAX REVENUES, A FULL REHAB OF HOMES WILL BE COMPLETE IN THE NEXT THREE TO SIX YEARS.



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EXISTING CONDITIONS

KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT  
 PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN

LEE'S SUMMIT, MO

2017

drawn by: C-H  
 checked by: S-B  
 designed by: BR  
 A/C by: M-D  
 project no.: 017-0266  
 date: 2017.06.30

SHEET 02

- CABLE TV**  
 CTVP CABLE TV PEDESTAL  
 SD SATELLITE DISH
- ELECTRIC**  
 AC AIR CONDITIONER  
 EB ELECTRIC BOX  
 EMT ELECTRIC METER  
 EMH ELECTRIC MANHOLE  
 EP ELECTRIC PEDESTAL  
 EV ELECTRIC VAULT  
 GA GUY ANCHOR  
 GUY GUY POLE  
 LP LIGHT POLE  
 PP POWER POLE  
 YL YARD LIGHT/FLOOD LIGHT
- GAS**  
 GK GAS LINE MARKER  
 GM GAS METER  
 GR GAS REGULATOR  
 GV GAS VALVE
- SANITARY**  
 CO SANITARY CLEANOUT  
 SMH SANITARY MANHOLE
- STORM**  
 AI AREA INLET  
 CI CURB INLET  
 FD FLOOR DRAIN  
 FI FIELD INLET  
 GI GRATE INLET  
 JB JUNCTION BOX  
 RD ROOF DRAIN  
 STMH STORM MANHOLE
- TELEPHONE**  
 FOM FIBER OPTIC MARKER  
 TMK TELEPHONE CABLE MARKER  
 TLP TELEPHONE POLE  
 TP TELEPHONE PEDESTAL  
 TV TELEPHONE VAULT
- WATER**  
 FH FIRE HYDRANT  
 HB HOSE BIB  
 MW MONITOR WELL  
 PIV POST INDICATOR VALVE  
 SB SPRINKLER CONTROL BOX  
 SV SPRINKLER VALVE  
 WM WATER METER  
 WH WATER MANHOLE  
 WMV WATER METER VAULT  
 WV WATER VALVE
- PARKING**  
 & HANDICAP STALL  
 WLS WHEEL STOP  
 DYS DOUBLE YELLOW STRIPE  
 WS WHITE STRIPE  
 YS YELLOW STRIPE
- TRAFFIC**  
 SLCB STREET LIGHT BOX  
 TSP TRAFFIC SIGNAL POLE  
 TSC TRAFFIC SIGNAL CONTROLS  
 TSV TRAFFIC SIGNAL VAULT
- SIGNS**  
 HS HANDICAP SIGN  
 SL SPEED LIMIT SIGN  
 SN SIGN  
 SS STOP SIGN
- EASEMENTS**  
 A.E. ACCESS EASEMENT  
 B.M.P. BEST MANAGEMENT PRACTICE  
 D.E. DRAINAGE EASEMENT  
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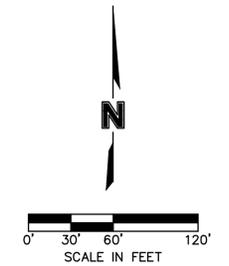
- PLAN LEGEND**
- SURVEY MARKERS**  
 BENCHMARK  
 FOUND SECTION CORNER (MONUMENTATION AS NOTED)  
 FOUND PROPERTY CORNER (MONUMENTATION AS NOTED)  
 FOUND RIGHT-OF-WAY MARKER  
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- BOUNDARIES**  
 SECTION LINE  
 EXISTING PROPERTY BOUNDARY  
 PROPOSED PROPERTY BOUNDARY  
 EXISTING LOT LINE  
 PROPOSED LOT LINE  
 EXISTING RIGHT-OF-WAY  
 PROPOSED RIGHT-OF-WAY  
 R/W  
 R/W  
 NOTE: LOT LINES ARE RADIAL TO STREET RIGHT OF WAY UNLESS LABELED HEREON AS (N.R.) OR (NOT RADIAL)
- UTILITY LINES**  
 EXISTING CABLE TV, UNDERGROUND  
 PROPOSED CABLE TV, UNDERGROUND  
 EXISTING ELECTRIC, OVERHEAD  
 EXISTING ELECTRIC, UNDERGROUND  
 PROPOSED ELECTRIC, OVERHEAD  
 PROPOSED ELECTRIC, UNDERGROUND  
 EXISTING FIBER OPTIC, UNDERGROUND  
 PROPOSED FIBER OPTIC, UNDERGROUND  
 EXISTING GAS LINE  
 PROPOSED GAS LINE  
 EXISTING SANITARY SEWER  
 PROPOSED SANITARY SEWER  
 EXISTING STORM SEWER  
 PROPOSED STORM SEWER  
 EXISTING TELEPHONE, UNDERGROUND  
 PROPOSED TELEPHONE, UNDERGROUND  
 EXISTING WATER LINE  
 PROPOSED WATER LINE
- MISCELLANEOUS**  
 BB BASKETBALL GOAL  
 BH BORE HOLE  
 FENCE; CHAIN LINK, STEEL OR ALUMINUM  
 FENCE; STOCKADE, WOOD, VINYL OR PLASTIC  
 FENCE; BARBED WIRE OR WOVEN WIRE TOPPED  
 FP FLAG POLE  
 GP GUARD POST  
 GR GUARD RAIL  
 HDRL HANDRAIL  
 HSP HORSESHOE PIT  
 LSCP LANDSCAPING MAILBOX  
 MH UTILITY MANHOLE  
 PB PARK BENCH  
 PT PICNIC TABLE  
 RAILROAD TRACKS  
 TREE, DECIDUOUS  
 TREE, CONIFEROUS  
 EXISTING TREELINE  
 PROPOSED TREELINE  
 EXISTING SIDEWALK  
 PROPOSED SIDEWALK  
 EXISTING BUILDINGS  
 PROPOSED BUILDINGS  
 EXISTING EDGE OF PAVEMENT  
 PROPOSED EDGE OF PAVEMENT  
 EXISTING ROADWAY CENTER LINE  
 PROPOSED ROADWAY CENTER LINE  
 EXISTING CURB & GUTTER  
 PROPOSED CURB & GUTTER  
 R RADIUS  
 L ARC DISTANCE  
 D DELTA / CENTRAL ANGLE  
 I.T.B. INITIAL TANGENT BEARING  
 N.R. NOT RADIAL  
 C/L CENTERLINE  
 R/W RIGHT OF WAY  
 P/L PLAT LINE  
 L/L LOT LINE  
 P.O.S. PRIVATE OPEN SPACE



- NOTES:**
- BUILDING SETBACKS:**  
 LOTS 56-77: 20' MIN., 25' MAX. FRONT S.B.; 5' SIDE S.B.; 25' REAR S.B.; CORNER LOTS: 15' SIDE S.B.  
 LOTS 78-87: 20' MIN., 25' MAX. FRONT S.B.; 5' SIDE S.B.; 25' REAR S.B.; CORNER LOTS: 12' SIDE S.B.  
 - PORCHES, CANTILEVERS, ROOFS, ROOF OVERHANGS, AND ANY AND ALL BUILDING APPURTENANCES MAY ENCRoACH A MAXIMUM OF 8' INTO THE FRONT BUILDING SETBACK.
  - SCREENING SHALL BE PROVIDED WITHIN TRACT F BETWEEN PUBLIC ALLEY R/W AND SW LONGVIEW BOULEVARD R/W IN THE FORM OF A LANDSCAPE BUFFER OR FENCE.
  - WHERE TRACTS F&G ABUT SW LONGVIEW ROAD, A FENCE SHALL BE INSTALLED SIMILAR IN CHARACTER TO EXISTING FENCES ALONG SW LONGVIEW ROAD.
  - ALL DEDICATED COMMON AREA SHALL BE OWNED AND MAINTAINED IN ACCORDANCE WITH ARTICLE 5 OF THE LEE'S SUMMIT UDO. DURING THE PERIOD IN WHICH THE DEVELOPER MAINTAINS EFFECTIVE CONTROL OF THE BOARD OF CONDOMINIUM OR PROPERTY OWNERS' ASSOCIATION, OR OTHER ENTITY APPROVED BY THE GOVERNING BODY, THE DEVELOPER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR THE MAINTENANCE OBLIGATIONS OF THE CONDOMINIUM OR PROPERTY OWNERS' ASSOCIATION.
  - DEVELOPER IS RESPONSIBLE FOR INSTALLING ALL SIDEWALKS ADJACENT TO TRACTS E, F, AND G AT THE TIME OF INSTALLATION OF PUBLIC INFRASTRUCTURE.

DEVELOPMENT DATA										
LAND USE	GROSS ACRES	STREET R/W (ac.)	OPEN SPACE (ac.)	DETENTION (ac.)	NET ACRES	UNITS	DU/AC. (NET)	DU/AC. (INCL. COMMON AREAS)	COMMENCE DATE	COMPLETION DATE
SINGLE FAMILY	11.55	2.55	0.76	0	8.24	32	3.88	3.56	2017	2019

LOT AND TRACT AREAS	LOT NUMBER	AREA (SQ. FT.)
	56	10,409
	57	13,313
	58	12,817
	59	16,427
	60	14,694
	61	13,244
	62	13,244
	63	12,817
	64	10,962
	65	9,727
	66	10,951
	67	11,012
	68	13,760
	69	14,018
	70	10,145
	71	10,889
	72	15,232
	73	22,999
	74	15,651
	75	11,774
	76	9,455
	77	10,816
	78	7,585
	79	6,726
	80	6,726
	81	6,726
	82	6,555
	83	6,926
	84	7,616
	85	8,653
	86	8,188
	87	9,180
	TRACT E	1,578
	TRACT F	22,908
	TRACT G	8,497



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**REVISIONS**

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**SITE PLAN**  
 KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT  
 PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN  
 LEE'S SUMMIT, MO

2017

drawn by: C-H  
 checked by: S-B  
 designed by: C-H  
 in charge: M-D  
 project no.: 017-0286  
 date: 2017.06.30

**SHEET 03**

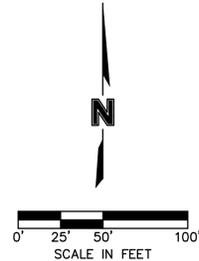
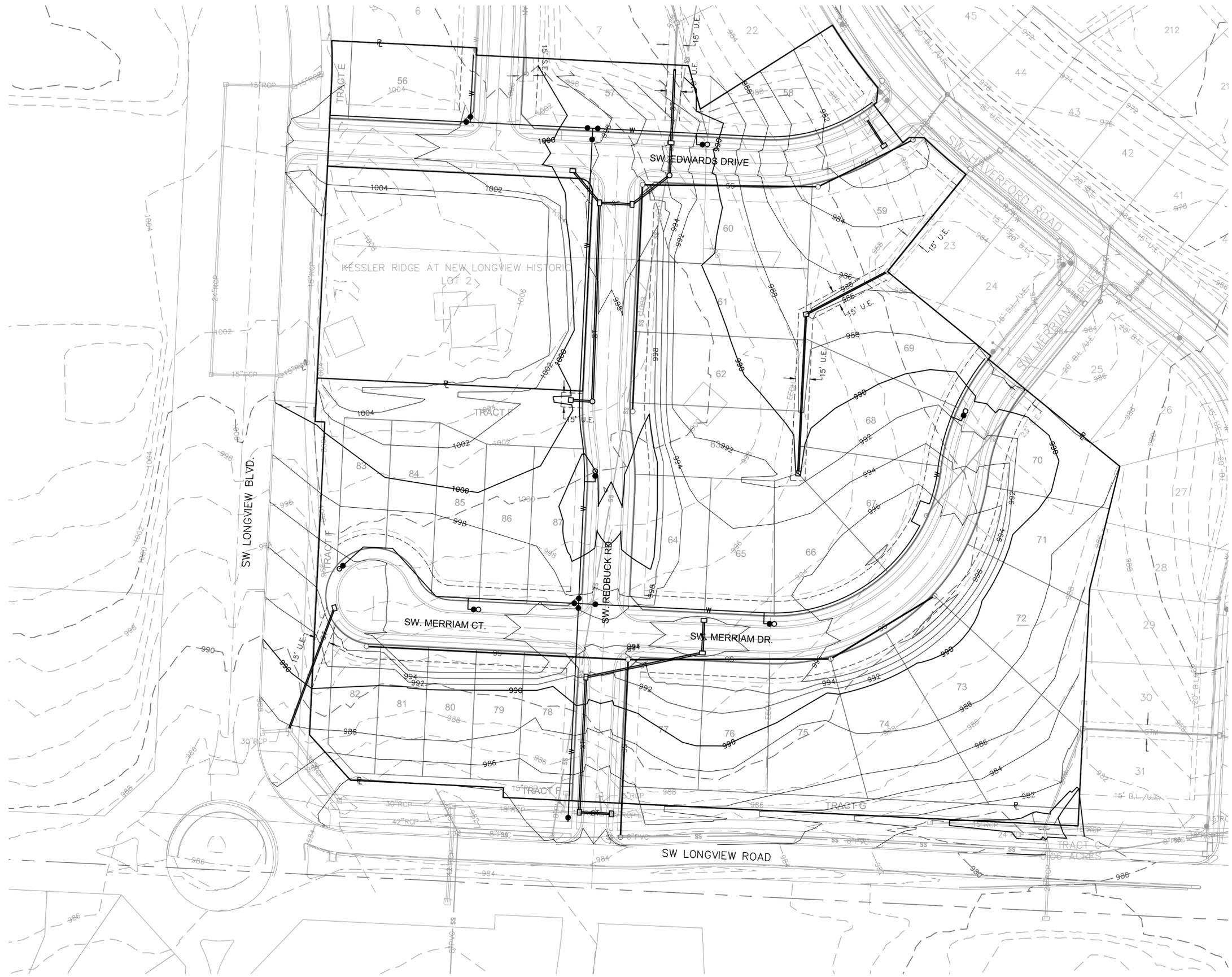
PLAN LEGEND

UTILITY LINES

- ECTV EXISTING CABLE TV, UNDERGROUND
- CTV PROPOSED CABLE TV, UNDERGROUND
- FCV FUTURE CABLE TV, UNDERGROUND
- EOH EXISTING ELECTRIC, OVERHEAD
- EE EXISTING ELECTRIC, UNDERGROUND
- EOH PROPOSED ELECTRIC, OVERHEAD
- E PROPOSED ELECTRIC, UNDERGROUND
- FOH FUTURE ELECTRIC, OVERHEAD
- FE FUTURE ELECTRIC, UNDERGROUND
- EFO EXISTING FIBER OPTIC, UNDERGROUND
- FO PROPOSED FIBER OPTIC, UNDERGROUND
- FFO FUTURE FIBER OPTIC, UNDERGROUND
- EG EXISTING GAS LINE
- G PROPOSED GAS LINE
- FG FUTURE GAS LINE
- ESS EXISTING SANITARY SEWER
- SS PROPOSED SANITARY SEWER
- FSS FUTURE SANITARY SEWER
- EST EXISTING STORM SEWER
- ST PROPOSED STORM SEWER
- FST FUTURE STORM SEWER
- ETEL EXISTING TELEPHONE, UNDERGROUND
- TEL PROPOSED TELEPHONE, UNDERGROUND
- FTEL FUTURE TELEPHONE, UNDERGROUND
- EW EXISTING WATER LINE
- W PROPOSED WATER LINE
- FW FUTURE WATER LINE

CONTOURS

- 100 EXISTING INDEX CONTOURS
- 100 EXISTING INTERMEDIATE CONTOURS
- 100 PROPOSED INDEX CONTOURS
- 100 PROPOSED INTERMEDIATE CONTOURS
- 100 FUTURE INDEX CONTOURS
- 100 FUTURE INTERMEDIATE CONTOURS



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PRELIMINARY GRADING & UTILITIES

KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT  
 PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN

LEE'S SUMMIT, MO

2017

drawn by: C-H  
 checked by: S-B  
 designed by: S-B  
 A/C by: M-D  
 project no.: 017-0266  
 date: 2017.06.30

SHEET 04



OPUS - CRAFTSMAN



OPUS - PRAIRIE



OPUS - SHINGLE



PROVENANCE - CRAFTSMAN



PROVENANCE - SHINGLE



PROVENANCE - FRENCH COUNTRY



ELYSE - CRAFTSMAN



ELYSE - MEDITERRANEAN



ELYSE - SHINGLE

DWG: F:\2017\0001-0500\017-0266\40-Design\AutoCAD\Preliminary Plans\Sheets\GNCV\01\_Development\Plans\_36x24\C\_ARC02\_170266.dwg  
 DATE: Oct 30, 2017 10:39am  
 USER: chalmquist

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BUILDING ELEVATIONS - LOTS 56-77  
 KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT  
 PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN  
 LEE'S SUMMIT, MO  
 2017

drawn by: C-H  
 checked by: S-B  
 designed by: R-B  
 A/C by: M-D  
 project no.: 017-0266  
 date: 2017.06.30

SHEET  
 06

DWG: F:\2017\0001-0500\017-0266\40-Design\AutoCAD\Preliminary Plans\Sheets\GNCV\01\_Development Plans\_36x24\C\_ARC03\_170266.dwg  
 DATE: Oct 30, 2017 10:39am USER: chalmquist



ASHE - CRAFTSMAN



ASHE - PRAIRIE



BALENTINE - FRENCH COUNTRY



MONTELENA - CRAFTSMAN



MONTELENA - SHINGLE



PECOTA - SHINGLE



SPENCER - CRAFTSMAN



SPENCER - FRENCH COUNTRY

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BUILDING ELEVATIONS - LOTS 56-77  
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 2017

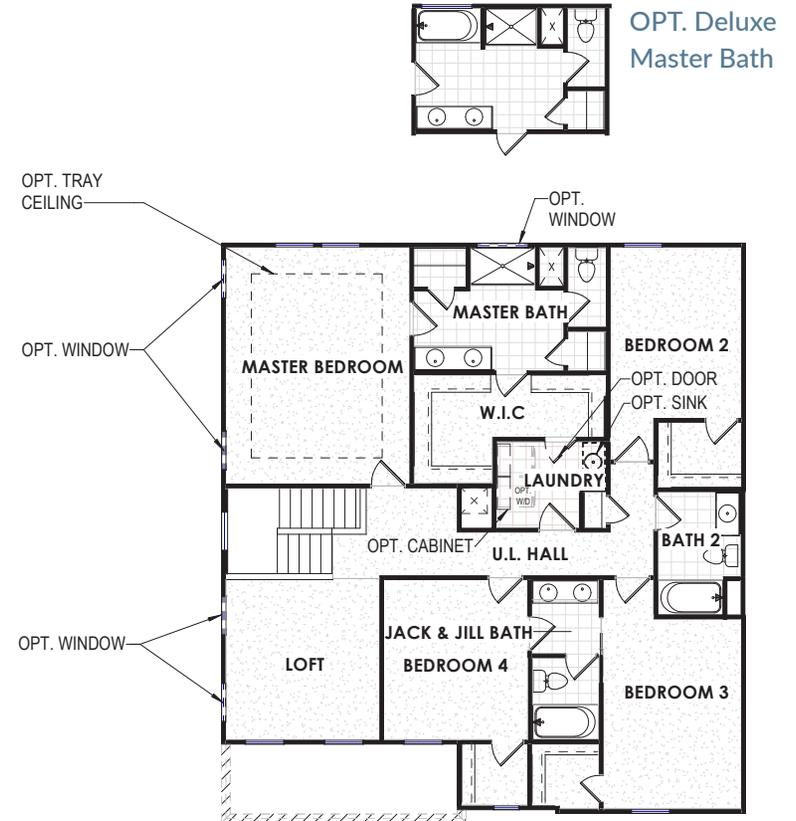
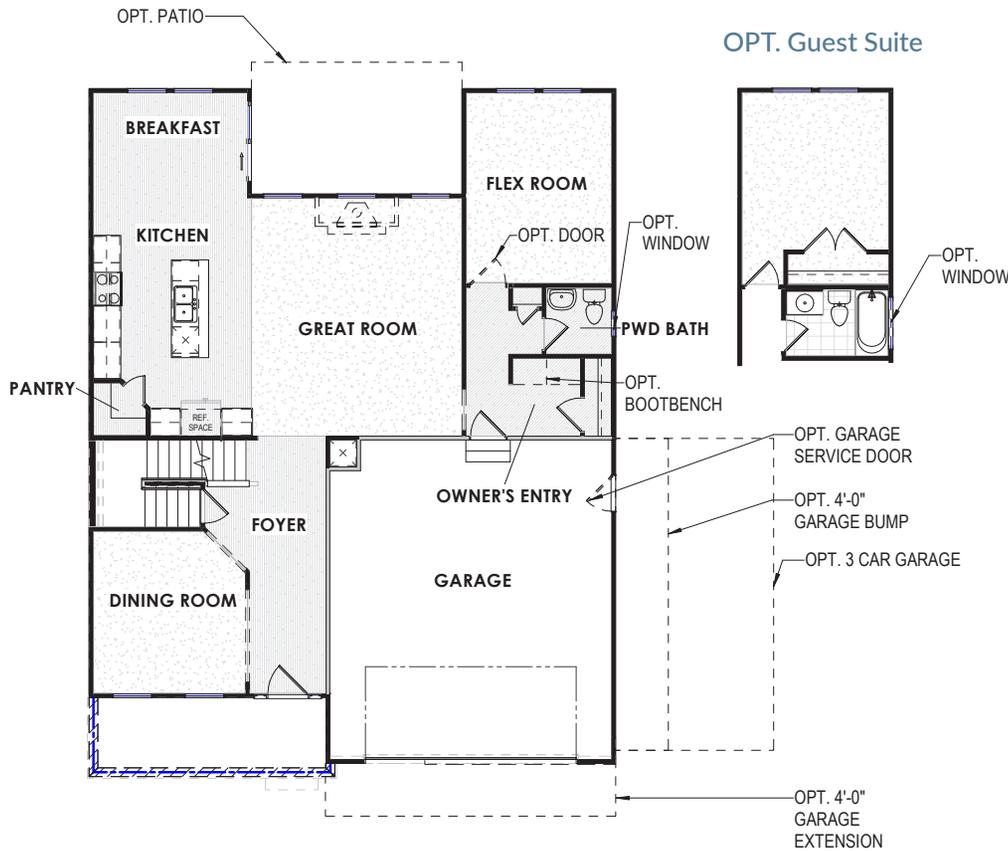
drawn by: C-H  
 checked by: S-B  
 designed by: S-B  
 A/C by: M-D  
 project no.: 017-0266  
 date: 2017.06.30

# The Calistoga

2,932 Square Feet | 2 Story | 4 - 5 Bedrooms | 3.5 - 4 Bathrooms

Main Floor

Upper Floor



OPT. Deluxe Master Bath

Note: Window location may vary by elevation



BE INSPIRED. BUILD INSPIRED. LIVE INSPIRED.

501 SW Haverford Road, Lee's Summit, MO 64081

sales@inspired-homes.com | (913) 302-8810 | inspired-homes.com

Kessler Ridge



# The Calistoga

2,932 Square Feet | 2 Story | 4 -5 Bedrooms | 3.5 - 4 Bathrooms



Prairie



Farmhouse



Craftsman

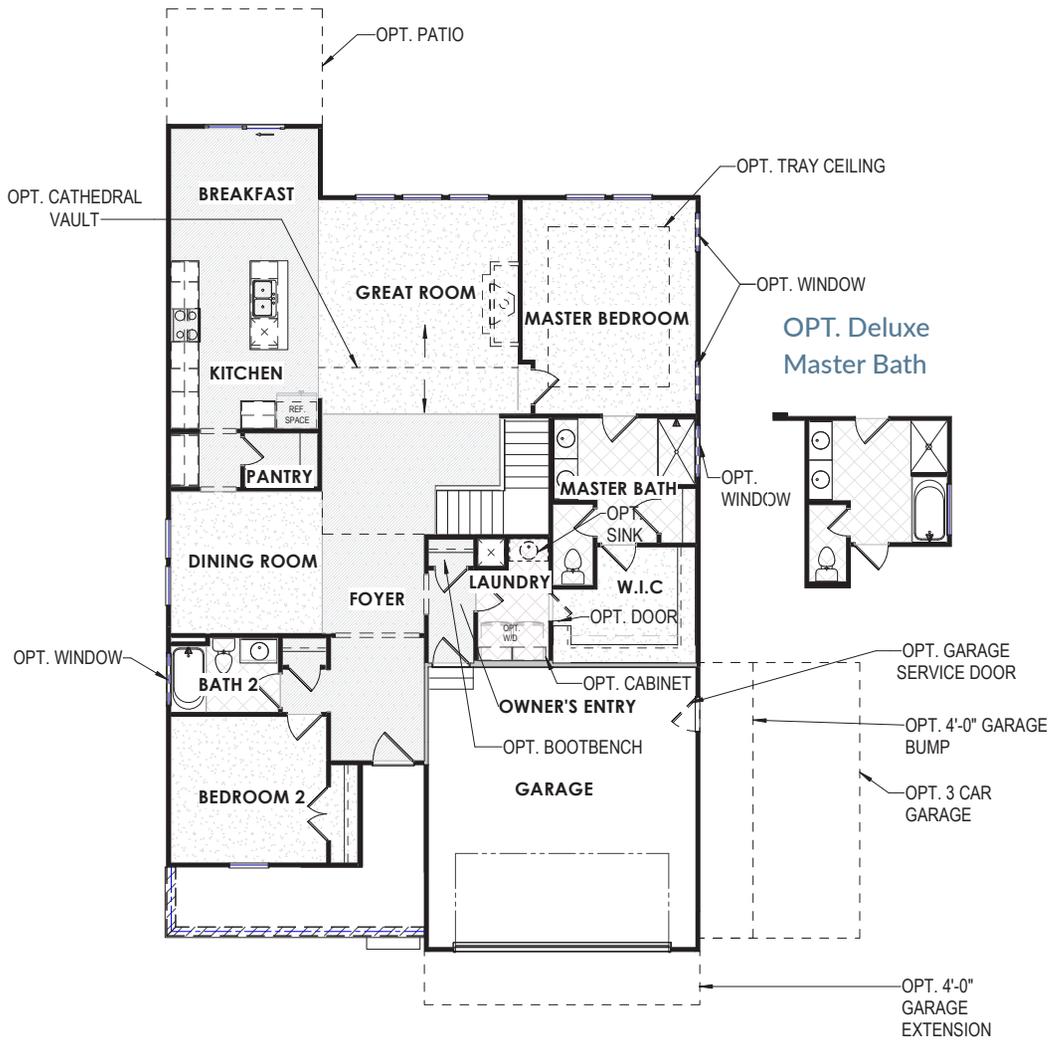


French Country

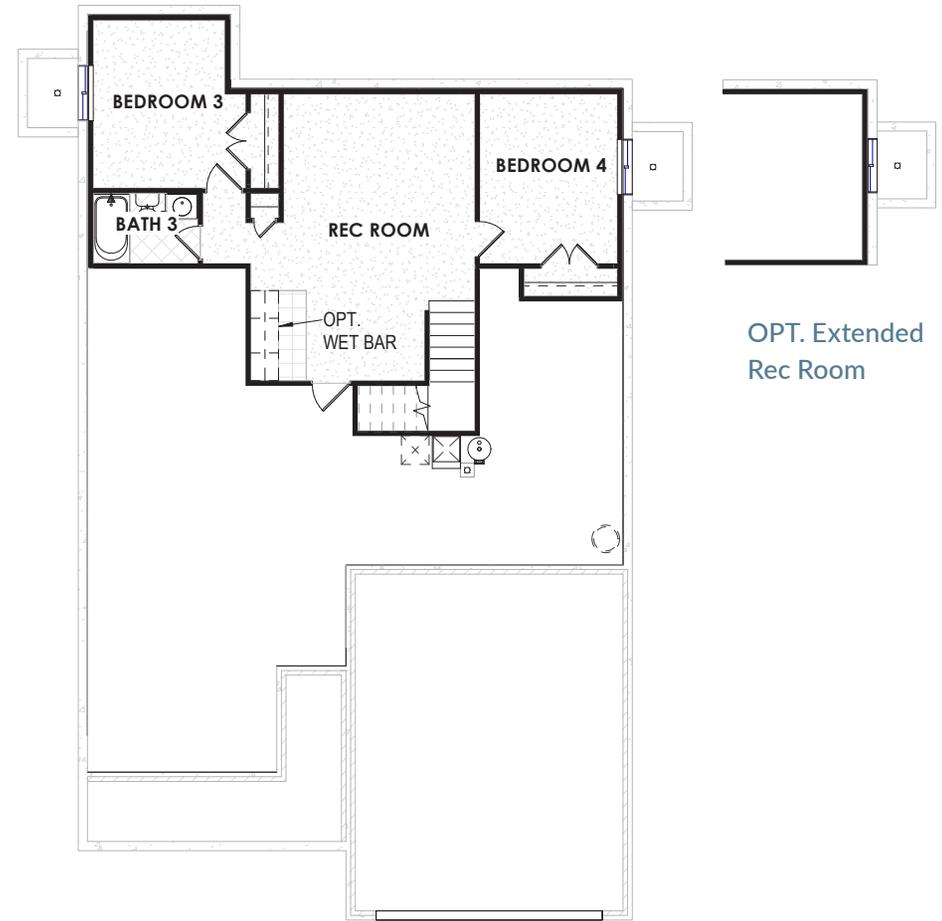
# The Cardinale

2,459 Square Feet | Reverse 1.5 Story | 4 Bedrooms | 3 Bathrooms

Main Floor



Basement Floor



Note: Window location may vary by elevation



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Kessler Ridge



# The Cardinale

2,459 Square Feet | Reverse 1.5 Story | 4 Bedrooms | 3 Bathrooms



Prairie



Farmhouse



Craftsman

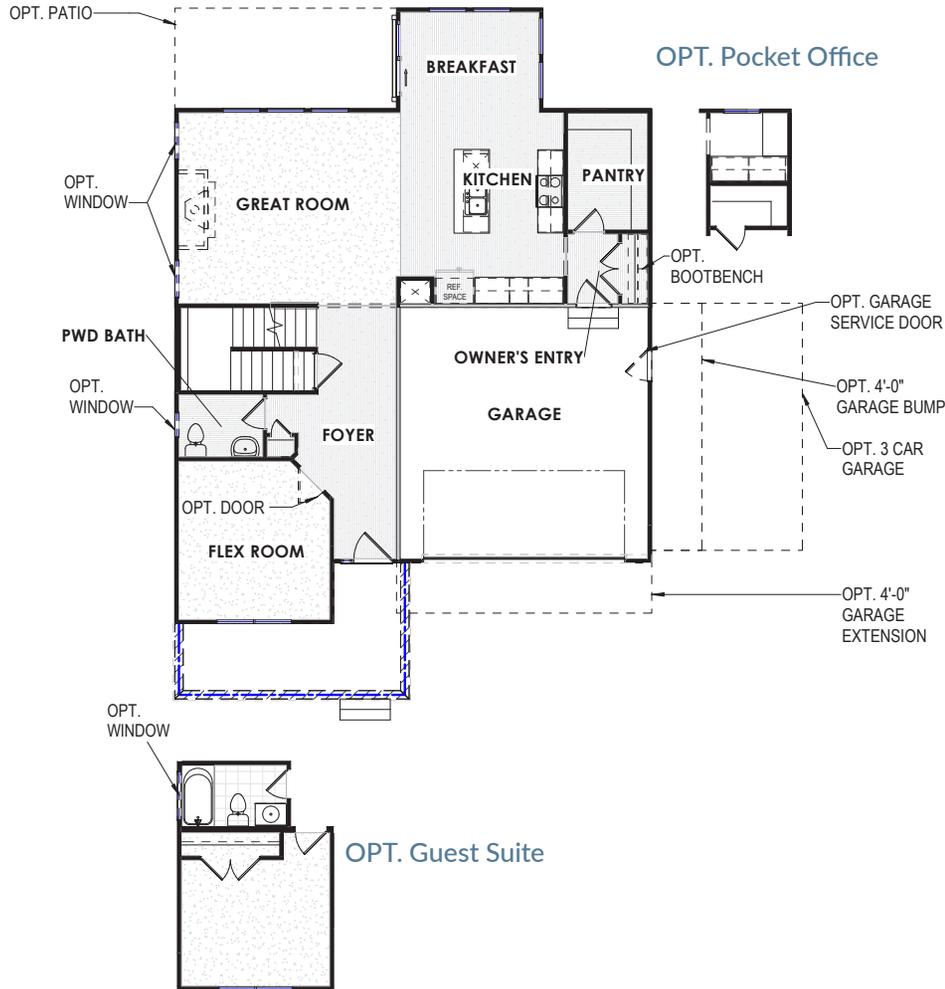


French Country

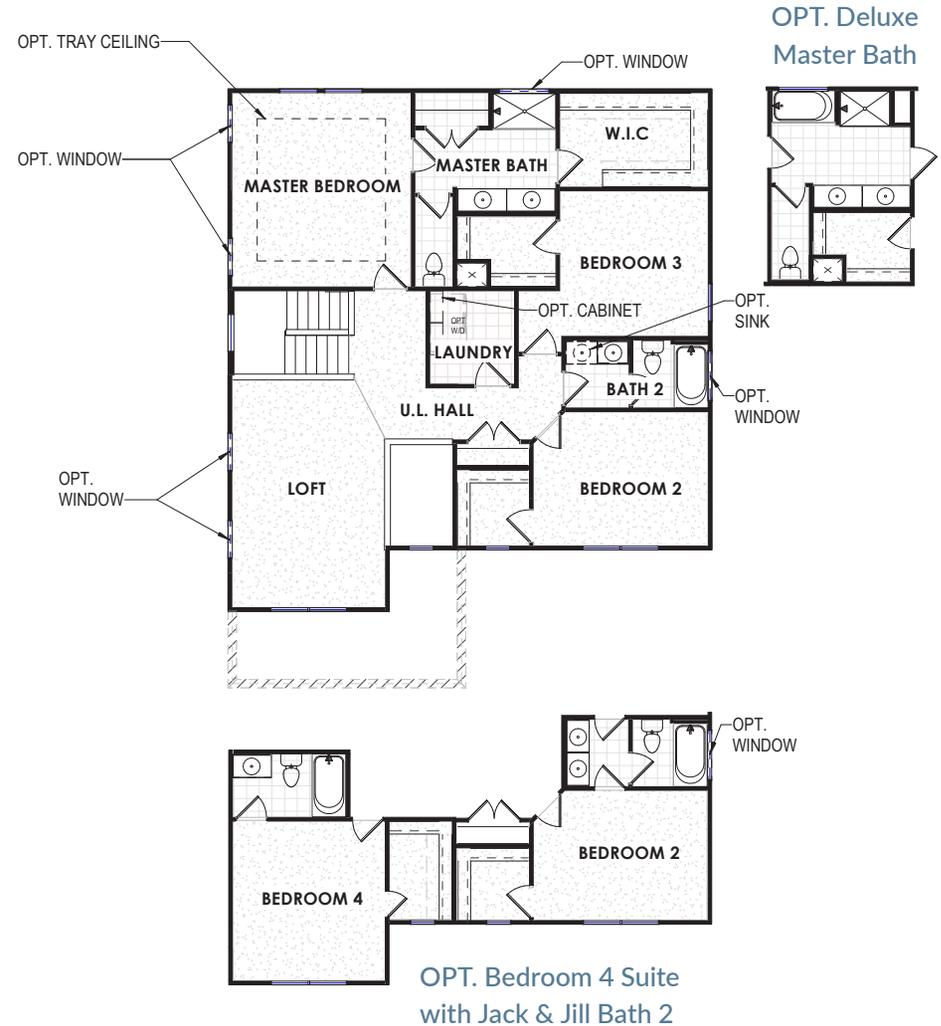
# The Inglenook

2,490 Square Feet | 2 Story | 3 - 5 Bedrooms | 2.5 - 4 Bathrooms

Main Floor



Upper Floor



Note: Window location may vary by elevation

# The Inglenook

2,490 Square Feet | 2 Story | 3 - 5 Bedrooms | 2.5 - 4 Bathrooms



Craftsman



Farmhouse



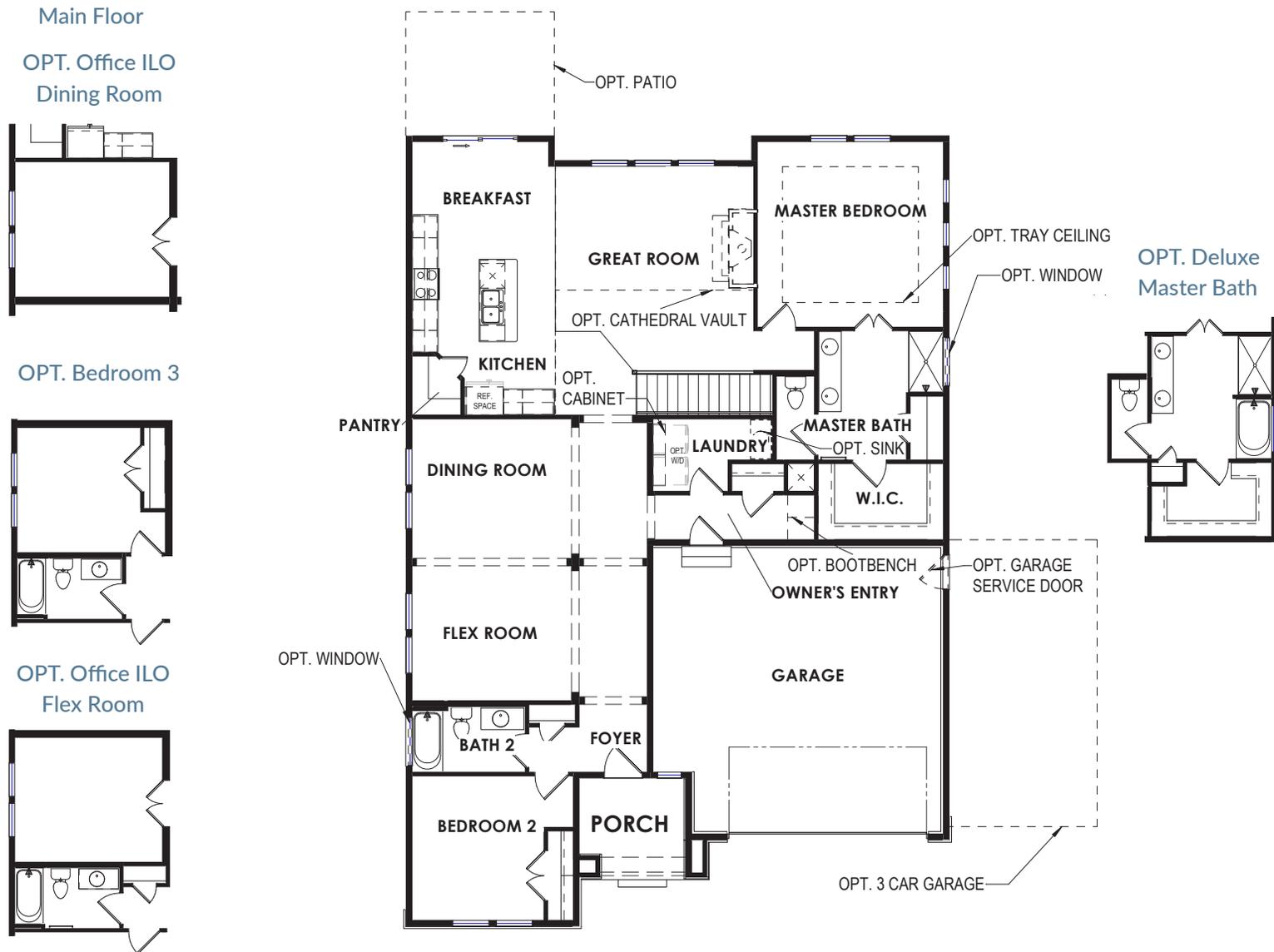
Prairie



French Country

# The Montelena

1,972 Square Feet | Ranch | 2 - 3 Bedrooms | 2 Bathrooms



Note: Window location may vary by elevation

# The Montelena

1,972 Square Feet | Ranch | 2 - 3 Bedrooms | 2 Bathrooms



Mediterranean



Craftsman



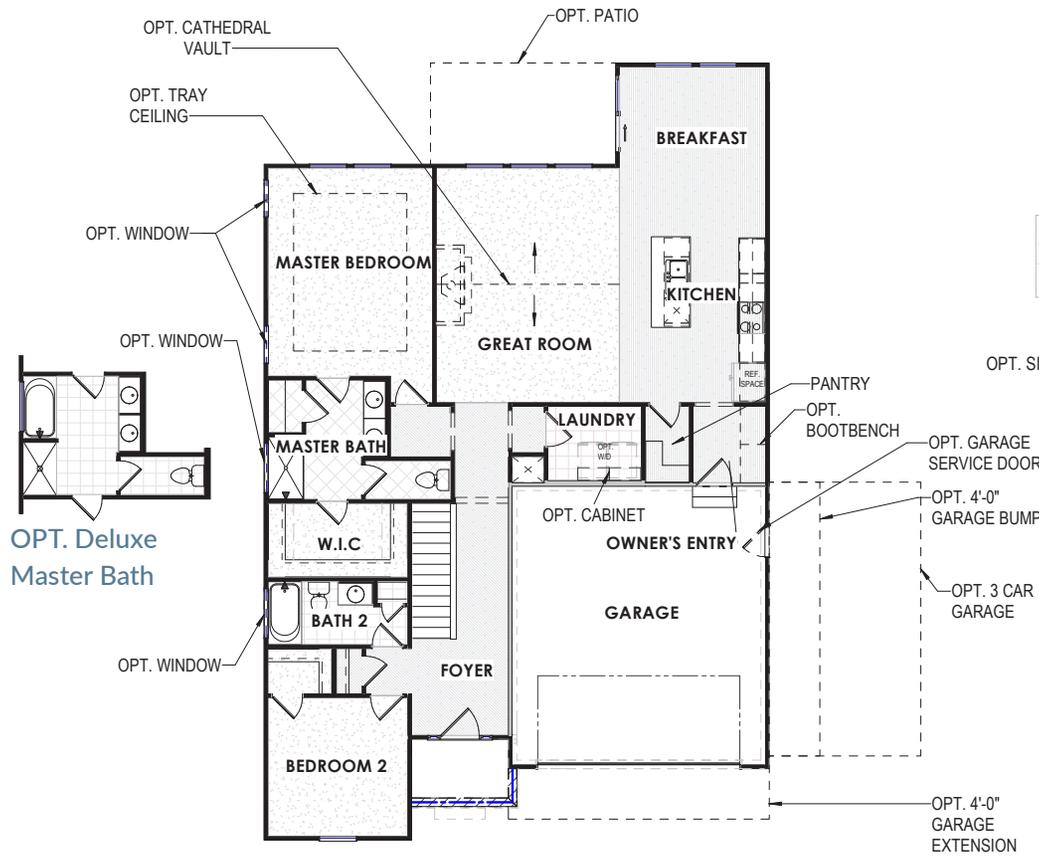
Prairie

# The Quintessa

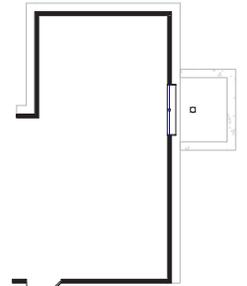
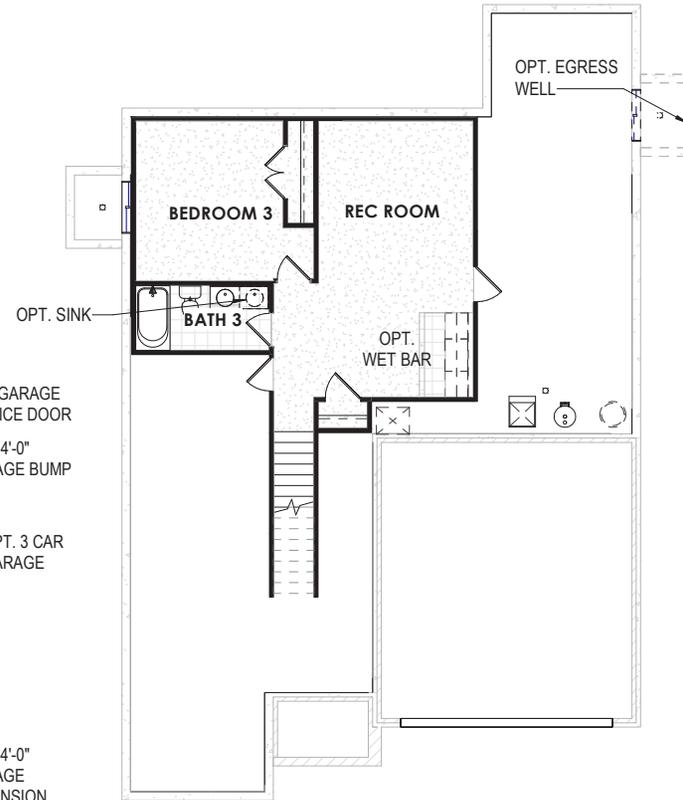
2,201 Square Feet | Reverse 1.5 Story | 3 - 4 Bedrooms | 3 Bathrooms

Main Floor

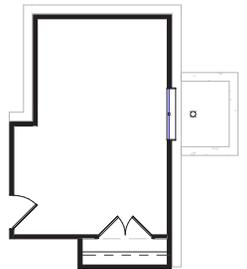
Basement Floor



OPT. Deluxe Master Bath



OPT. Extended Rec Room



OPT. Bedroom 4

Note: Window location may vary by elevation

# The Quintessa

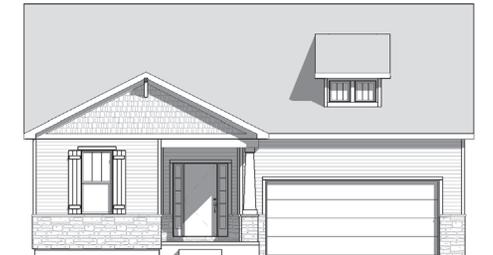
2,201 Square Feet | Reverse 1.5 Story | 3 - 4 Bedrooms | 3 Bathrooms



French Country



Farmhouse



Craftsman



Prairie

DWG: F:\2017\0001-0500\017-0286\40-30\2017.10.23\_GNCV\_Footprint\_Exhibit.dwg  
 DATE: Oct 30, 2017 10:49am  
 USER: chalmquist

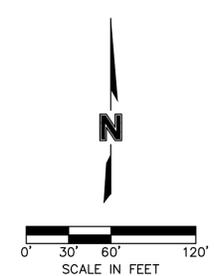
- PLAN LEGEND:**
- CABLE TV**  
 CTVP CABLE TV PEDESTAL  
 SD SATELLITE DISH
- ELECTRIC**  
 AC AIR CONDITIONER  
 EB ELECTRIC BOX  
 EMT ELECTRIC METER  
 EMH ELECTRIC MANHOLE  
 EP ELECTRIC PEDESTAL  
 EV ELECTRIC VAULT  
 GA GUY ANCHOR  
 GUY GUY POLE  
 LP LIGHT POLE  
 PP POWER POLE  
 YL YARD LIGHT/FLOOD LIGHT
- GAS**  
 GK GAS LINE MARKER  
 GM GAS METER  
 GR GAS REGULATOR  
 GV GAS VALVE
- SANITARY**  
 CO SANITARY CLEANOUT  
 SMH SANITARY MANHOLE
- STORM**  
 AI AREA INLET  
 CI CURB INLET  
 FD FLOOR DRAIN  
 FI FIELD INLET  
 GI GRATE INLET  
 JB JUNCTION BOX  
 RD ROOF DRAIN  
 STMH STORM MANHOLE
- TELEPHONE**  
 FOM FIBER OPTIC MARKER  
 TMK TELEPHONE CABLE MARKER  
 TLP TELEPHONE POLE  
 TP TELEPHONE PEDESTAL  
 TV TELEPHONE VAULT
- WATER**  
 FH FIRE HYDRANT  
 HB HOSE BIB  
 MW MONITOR WELL  
 PIV POST INDICATOR VALVE  
 SB SPRINKLER CONTROL BOX  
 SV SPRINKLER VALVE  
 WM WATER METER  
 WH WATER MANHOLE  
 WMV WATER METER VAULT  
 WV WATER VALVE
- PARKING**  
 H HANDICAP STALL  
 WLS WHEEL STOP  
 DYS DOUBLE YELLOW STRIPE  
 WS WHITE STRIPE  
 YS YELLOW STRIPE
- TRAFFIC**  
 SLCB STREET LIGHT BOX  
 TSP TRAFFIC SIGNAL POLE  
 TSC TRAFFIC SIGNAL CONTROLS  
 TSV TRAFFIC SIGNAL VAULT
- SIGNS**  
 HS HANDICAP SIGN  
 SL SPEED LIMIT SIGN  
 SN SIGN  
 SS STOP SIGN
- EASEMENTS**  
 A.E. ACCESS EASEMENT  
 B.M.P. BEST MANAGEMENT PRACTICE  
 D.E. DRAINAGE EASEMENT  
 L.E. LANDSCAPE EASEMENT  
 M.E. MONUMENT EASEMENT  
 N.B.E. NO BUILD EASEMENT  
 P.E. PEDESTRIAN EASEMENT  
 S.D.E. SURFACE DRAINAGE EASEMENT  
 S.E. SANITARY SEWER EASEMENT  
 U.E. UTILITY EASEMENT  
 W.E. WATER EASEMENT
- SETBACKS**  
 B.S. BUILDING SETBACK  
 D.S. DECK SETBACK  
 dBA SOUND SETBACK  
 F.Y.S. FRONT YARD SETBACK  
 L.B. LANDSCAPE BUFFER  
 P.S. PARKING SETBACK  
 R.Y.S. REAR YARD SETBACK  
 S.Y.S. SIDE YARD SETBACK
- SURVEY MARKERS**  
 BENCHMARK  
 FOUND SECTION CORNER (MONUMENTATION AS NOTED)  
 FOUND PROPERTY CORNER (MONUMENTATION AS NOTED)  
 FOUND RIGHT-OF-WAY MARKER (MONUMENTATION AS NOTED)  
 SET 5/8" IRON REBAR WITH ALUMINUM CAP TO BE SET UPON COMPLETION OF CONSTRUCTION.  
 SET 1/2" IRON BAR WITH PLASTIC CAP TO BE SET UPON COMPLETION OF CONSTRUCTION. (1/2" BARS WITH CAPS WILL ALSO BE SET ON ALL LOT AND TRACT CORNERS)
- BOUNDARIES**  
 SECTION LINE  
 EXISTING PROPERTY BOUNDARY  
 PROPOSED PROPERTY BOUNDARY  
 EXISTING LOT LINE  
 PROPOSED LOT LINE  
 EXISTING RIGHT-OF-WAY  
 PROPOSED RIGHT-OF-WAY  
 EXISTING RIGHT-OF-WAY LINES ARE RADIAL TO STREET RIGHT OF WAY UNLESS LABELED HEREON AS (N.R.) OR (NOT RADIAL)
- UTILITY LINES**  
 EXISTING CABLE TV, UNDERGROUND  
 PROPOSED CABLE TV, UNDERGROUND  
 EXISTING ELECTRIC, OVERHEAD  
 EXISTING ELECTRIC, UNDERGROUND  
 PROPOSED ELECTRIC, OVERHEAD  
 PROPOSED ELECTRIC, UNDERGROUND  
 EXISTING FIBER OPTIC, UNDERGROUND  
 PROPOSED FIBER OPTIC, UNDERGROUND  
 EXISTING GAS LINE  
 PROPOSED GAS LINE  
 EXISTING SANITARY SEWER  
 PROPOSED SANITARY SEWER  
 EXISTING STORM SEWER  
 PROPOSED STORM SEWER  
 EXISTING TELEPHONE, UNDERGROUND  
 PROPOSED TELEPHONE, UNDERGROUND  
 EXISTING WATER LINE  
 PROPOSED WATER LINE
- MISCELLANEOUS**  
 BB BASKETBALL GOAL  
 BH BORE HOLE  
 FENCE: CHAIN LINK, STEEL OR ALUMINUM  
 FENCE: STOCKADE, WOOD, VINYL OR PLASTIC  
 FENCE: BARBED WIRE OR WOVEN WIRE TOPPED  
 FP FLAG POLE  
 GP GUARD POST  
 GR GUARD RAIL  
 HDRL HANDRAIL  
 HSP HORSESHOE PIT  
 LSCP LANDSCAPING  
 MB MAILBOX  
 MH UTILITY MANHOLE  
 PB PARK BENCH  
 PT PICNIC TABLE  
 RAILROAD TRACKS  
 TREE, DECIDUOUS  
 TREE, CONIFEROUS  
 EXISTING TREELINE  
 PROPOSED TREELINE  
 EXISTING SIDEWALK  
 PROPOSED SIDEWALK  
 EXISTING BUILDINGS  
 PROPOSED BUILDINGS  
 EXISTING EDGE OF PAVEMENT  
 PROPOSED EDGE OF PAVEMENT  
 EXISTING ROADWAY CENTER LINE  
 PROPOSED ROADWAY CENTER LINE  
 EXISTING CURB & GUTTER  
 PROPOSED CURB & GUTTER  
 R RADIUS  
 L ARC DISTANCE  
 D DELTA / CENTRAL ANGLE  
 I.T.B. INITIAL TANGENT BEARING  
 N.R. NOT RADIAL  
 C/L CENTERLINE  
 R/W RIGHT OF WAY  
 P/L PLAT LINE  
 L/L LOT LINE  
 P.O.S. PRIVATE OPEN SPACE



- NOTES:**
- BUILDING SETBACKS:**  
 LOTS 56-77: 20' MIN., 25' MAX. FRONT S.B.; 5' SIDE S.B.; 25' REAR S.B.; CORNER LOTS: 15' SIDE S.B.  
 LOTS 78-87: 20' MIN., 25' MAX. FRONT S.B.; 5' SIDE S.B.; 25' REAR S.B.; CORNER LOTS: 12' SIDE S.B.  
 - PORCHES, CANTILEVERS, ROOFS, ROOF OVERHANGS, AND ANY AND ALL BUILDING APPURTENANCES MAY ENCRoACH A MAXIMUM OF 8' INTO THE FRONT BUILDING SETBACK.
  - SCREENING SHALL BE PROVIDED WITHIN TRACT F BETWEEN PUBLIC ALLEY R/W AND SW LONGVIEW BOULEVARD R/W IN THE FORM OF A LANDSCAPE BUFFER OR FENCE.
  - WHERE TRACTS F & G ABUT SW LONGVIEW ROAD, A FENCE SHALL BE INSTALLED SIMILAR IN CHARACTER TO EXISTING FENCES ALONG SW LONGVIEW ROAD.
  - ALL DEDICATED COMMON AREA SHALL BE OWNED AND MAINTAINED IN ACCORDANCE WITH ARTICLE 5 OF THE LEE'S SUMMIT UDO. DURING THE PERIOD IN WHICH THE DEVELOPER MAINTAINS EFFECTIVE CONTROL OF THE BOARD OF CONDOMINIUM OR PROPERTY OWNERS' ASSOCIATION, OR OTHER ENTITY APPROVED BY THE GOVERNING BODY, THE DEVELOPER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR THE MAINTENANCE OBLIGATIONS OF THE CONDOMINIUM OR PROPERTY OWNERS' ASSOCIATION.
  - DEVELOPER IS RESPONSIBLE FOR INSTALLING ALL SIDEWALKS ADJACENT TO TRACTS E, F, AND G AT THE TIME OF INSTALLATION OF PUBLIC INFRASTRUCTURE.

DEVELOPMENT DATA										
LAND USE	GROSS ACRES	STREET R/W (ac.)	OPEN SPACE (ac.)	DETENTION (ac.)	NET ACRES	UNITS	DU/AC. (NET)	DU/AC. (INCL. COMMON AREAS)	COMMENCE DATE	COMPLETION DATE
SINGLE FAMILY	11.55	2.55	0.76	0	8.24	32	3.88	3.56	2017	2019

LOT AND TRACT AREAS	LOT NUMBER	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	TRACT E	TRACT F	TRACT G
AREA (SQ. FT.)		10,409	13,313	12,817	16,427	14,694	13,244	13,244	12,817	10,962	9,727	10,951	11,012	13,760	14,018	10,145	10,889	15,232	22,999	15,651	11,774	9,455	10,816	7,585	6,726	6,726	6,726	6,555	6,926	7,616	8,653	8,188	9,180	1,578	22,908	8,497



**OLSSON ASSOCIATES**  
 Olsson Associates - Civil Engineering  
 1000 Certificate of Authority #001592  
 North Kansas City, MO 64116  
 TEL 816.587.4320  
 FAX 816.587.1393  
 www.olssonassociates.com

NO.	REV.	DATE	REVISIONS DESCRIPTION
1		2017.08.01	Revised per Staff comments
2		2017.09.08	Sheet 03 revised to reflect accurate setback information.
3		2017.10.12	Revised to reflect design changes (Lots 78-87, Tract F)
4		2017.10.30	Revised to reflect design changes (Lots 78-87, Tract F)

**REVISIONS**

**SITE PLAN**  
 KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT  
 PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN  
 LEE'S SUMMIT, MO

2017

drawn by: C.H.  
 checked by: S.O.B.  
 designed by: P.B.  
 QA/QC by: M.D.  
 project no.: 017-0286  
 date: 2017.06.30

**SHEET 03**

## Packet Information

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**File #:** BILL NO. 18-03, **Version:** 1

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AN ORDINANCE APPROVING THE 2018 FACILITY USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY PARKS AND RECREATION FOR THE USE OF CITY FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

(NOTE: First reading by City Council on January 4, 2018 and approved unanimously.)

Issue/Request:

AN ORDINANCE APPROVING THE 2018 FACILITY USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY PARKS AND RECREATION FOR THE USE OF CITY FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

Lee's Summit Parks and Recreation (LSPR) and Jackson County Parks and Recreation (JCPR) partner on a number of initiatives to promote and offer recreation activities for residents and patrons in the City and surrounding community.

LSPR and JCPR have previously entered into usage agreements which enable JCPR to utilize LSPR facilities for certain activities for physically and mentally challenged citizens of the community. JCPR wishes to enter into a new agreement with LSPR for calendar year 2018 events.

There is no financial impact on the City for participation in this program. Additionally, the Usage Agreement provides requirements for insurance coverage to be provided by JCPR for their events on LSPR property.

The Usage Agreement also outlines other various terms and conditions governing JCPR's use of LSPR facilities.

Proposed City Council Motion:

I move for adoption OF AN ORDINANCE APPROVING THE 2018 FACILITY USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY PARKS AND RECREATION FOR THE USE OF CITY FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Joe Snook, Interim Director of Parks and Recreation



**BILL NO. 18-03**

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AN ORDINANCE APPROVING THE 2018 FACILITY USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY PARKS AND RECREATION FOR THE USE OF CITY FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

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

WHEREAS, the City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "LSPR") regularly partners with Jackson County Parks and Recreation (hereinafter "JCPR") a Missouri governmental entity, for the provision of various activities for residents and patrons of the City and the surrounding community; and,

WHEREAS, one such program provides activities for physically and mentally challenged citizens of the community, said programs being sponsored by JCPR and held at LSPR facilities; and,

WHEREAS, the facilitation of these programs and the use of facilities and grounds between LSPR and JCPR represent a cost effective and efficient use of public funds and lands; and

WHEREAS, the City, through LSPR and JCPR wish to enter into a Usage Agreement outlining the terms and conditions of the use of LSPR property for said JCPR programs for calendar year 2018, a copy of said Usage Agreement being attached hereto as Exhibit A and incorporated herein by reference as though fully set forth.

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

SECTION 1. That the Usage Agreement by and between the City of Lee's Summit, Missouri, through the Lee's Summit Parks and Recreation Board and Jackson County Parks and Recreation, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

SECTION 3. That should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

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

**BILL NO. 18-03**

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APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

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

APPROVED AS TO FORM:

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

**AGREEMENT BETWEEN  
CITY OF LEE'S SUMMIT, MISSOURI  
AND  
JACKSON COUNTY PARKS + REC  
USAGE AGREEMENT 2018**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Lee's Summit, Missouri by and through the Lee's Summit Parks and Recreation Board (hereinafter "Board") and Jackson County Parks + Rec (hereinafter "JCPR").

Whereas, the Visionary Task Force set forth goals to address the need for programs and activities for the physically and mentally challenged citizens of our community, and

Whereas, the Board and JCPR agree that joint cooperation and partnership of programs and use of facilities and grounds, represents a cost effective and efficient use of public funds and lands, and

Whereas, the use of certain park facilities for the JCPR and the Board is representative of such an agreement.

In consideration of the mutual benefits and provisions set forth herein, the Board and JCPR do hereby agree upon the following terms and conditions:

**Section I: JCPR use of park facilities and grounds**

**Special considerations**

1. The Board will complete preparation of any courts.
2. The Board will complete facility preparation and set up.
3. Unsafe conditions will be decided by the designated representative of JCPR.
4. The Board will be notified immediately of any unsafe conditions.

**Parking**

1. JCPR will strictly regulate the parking of vehicles. Parking attendants shall be provided by JCPR and coordinated with the Inclusion Coordinator or designee for the duration of the activities. No parking is permitted on outer roads and service drives. Violators will be towed at owner's expense.

**Fees**

1. All rental fees incurred by Jackson County Special Pops at LSPR facilities will be waived by LSPR.

**Insurance**

1. Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its trustees, officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold harmless the other party from costs or expenses incurred as a result of such claims. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties under applicable state governmental immunities law and each party shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. § 537.600, et seq. JCPR shall provide the Board a certificate of insurance indicating coverage naming the City of Lee's Summit, Missouri, as additional insured. This coverage must provide a general aggregate liability of \$2,000,000 to cover all operations included herein. Alternatively, JCPR may elect to self-insure this risk. If JCPR so elects, it shall provide to the Board upon request evidence satisfactory to the Board of said self-insurance.

### **Damages**

1. JCPR must pay the cost of replacement or repair of any park property damages through the negligence of or the act or actions of the participants or spectators at the events/activities.

### **Special Rules and Consideration**

1. JCPR will not change or alter park property in any way unless written consent has been granted by the Board.
2. JCPR will adhere to all facility regulations.
3. JCPR will assume the responsibility of maintaining control of their own event and take all necessary steps to prevent the violation of any facility regulations, City ordinances, park regulations, or any act or actions that might be detrimental to the Lee's Summit public parks system. Such regulations and ordinances include, but are not limited to the following: no tobacco use in the parks, food and beverages are not allowed on the gymnasium floor or restrooms, alcohol is not permitted in the buildings or on the park grounds and all fire codes which include not blocking any exits, no parking in the fire line, service drives and not exceeding the Community Center occupancy limit of 600.
4. JCPR will not be allowed to charge a parking fee or gate fee without permission of the Board.
5. Group representative must be on site at all times.
6. Provide, in advance, the Board with any estimated number of participants, spectators and vehicles for events.
7. Requests for additional equipment must be made a minimum of 30 days in advance. If JCPR wish to bring in any equipment it must be approved a minimum of 14 days in advance.
8. All facilities and dates must be requested by JCPR in writing and made a part of this agreement.
9. The Board reserves the right to reschedule for Parks and Recreation usage. A minimum of 24 hours notice will be given (if possible) when this occurs.

### **Clean Up**

1. JCPR will be responsible for returning facilities and grounds to its original condition. JCPR will be responsible for bagging trash, removing all food or containers, setting out trash, and dry and wet mopping as needed.

### **Advertising**

1. The Board will provide advertising space when available in the Lee's Summit Illustrated.

### **Termination**

1. Either party may terminate this agreement with two-week notice.
2. Agreement acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2017.
3. This agreement in effect until the 31<sup>st</sup> day of December, 2018.

LEE'S SUMMIT PARKS and RECREATION BOARD

VENDOR/SERVICE PROVIDER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Joseph Snook.  
 Interim Administrator of Parks and Recreation

By: Michelle Newman Date: \_\_\_\_\_  
 Printed Name: Michelle Newman

APPROVED AS TO FORM:

By: [Signature] Date: 12-18-17  
 Assistant City Attorney

Title: Director, Parks + Rec Department

22807 Woods Chapel Rd  
 Address

Blue Springs, mo 64015  
 City, State, Zip Code

Tax identification number of band or Signatory  
 Musician (to be used for entertainment contracts  
 only)

Please list activities/programs:

2018 Activity	Dates	Days	Time	Location
Basketball	1/4,1/11,1/18,1/25	Thursdays	3:30-5:00pm	HPCC
Basketball	2/1,2/8,2/15,2/22	Thursdays	3:30-5:00pm	HPCC
Basketball	3/8, 3/15, 3/22,3/29	Thursday	3:30-5:00pm	HPCC
Volleyball	4/5,4/12,4/19,4/26	Thursdays	3:30-5:00pm	HPCC
Volleyball	5/3,5/10	Thursdays	3:30-5:00pm	HPCC
Dance	8/24	Friday	6:00-9:00pm	HPCC
Dance	9/16	Friday	6:00-9:00pm	HPCC
Dance	12/14	Friday	6:00-9:00pm	HPCC

ATTEST:

Mary Spino  
 Clerk of the County Legislature

APPROVED AS TO FORM

[Signature]  
 County Counselor

## Packet Information

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**File #:** BILL NO. 18-04, **Version:** 1

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AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "SIENA AT LONGVIEW, 4<sup>TH</sup> PLAT, LOTS 216A-218A, 224A & 320-328", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.  
(NOTE: First reading by City Council on January 4, 2018 and approved unanimously.)

Proposed City Council Motion:

I move for adoption of AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "SIENA AT LONGVIEW, 4<sup>TH</sup> PLAT, LOTS 216A-218A, 224A & 320-328", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: **PLANNING COMMISSION ACTION:** On motion of Mr. Funk and seconded by Ms. Roberts, the Planning Commission voted unanimously by voice vote to **APPROVE Appl. #PL2017-238 - FINAL PLAT** - Siena at Longview, 4th Plat, Lots 216A-218A, 224A & 320-328; Engineering Solutions, LLC, applicant as part of the Consent Agenda as published.

## **BILL NO. 18-04**

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AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "SIENA AT LONGVIEW, 4<sup>TH</sup> PLAT, LOTS 216A-218A, 224A & 320-328", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application PL2017-238, submitted by Engineering Solutions, LLC, requesting approval of the final plat entitled "Siena at Longview, 4<sup>th</sup> Plat, Lots 216A-218A, 224A & 320-328", was referred to the Planning Commission as required by the Unified Development Ordinance No. 5209; and,

WHEREAS, the Planning Commission considered the final plat on December 12, 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 "Siena at Longview, 4<sup>th</sup> Plat, Lots 216A-218A, 224A & 320-328" is a subdivision in Section 15, Township 47N, Range 32W, in Lee's Summit, Missouri more particularly described as follows:

*A tract of land in the Southwest Quarter of Section 15, Township 47 North, Range 32 West, in Lee's Summit, Jackson County, Missouri, being described as follows:*

*All of lots 216, 217, 218, 224, & 229, Siena at Longview Farms 4th Plat, a subdivision as recorded in the office of the Recorder in Jackson County, Missouri.*

*Containing 3.54 Acres more or less.*

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 "Siena at Longview, 4<sup>th</sup> Plat, Lots 216A-218A, 224A & 320-328".

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

SECTION 4. That the approval granted by this ordinance is done under the authority of Section 89.410.2 of the Revised Statutes of Missouri and Section 16.340 of the UDO because all subdivision-related public improvements required by the UDO have not yet been completed.

## **BILL NO. 18-04**

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In lieu of the completion and installation of the subdivision-related public improvements prior to the approval of the plat, the Proprietor has, in accordance with Section 16.340 of the UDO, deposited an irrevocable **letter of credit** to secure the actual construction and installation of said public improvements, and the City hereby accepts same. No building permit shall be issued until the required public improvements are available to each lot for which a building permit is requested in accordance with the Design and Construction Manual.

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

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

SECTION 7. That individual lot owner(s) shall not change or obstruct the drainage flow lines on the lots.

SECTION 8. That the final plat substantially conforms to the approved preliminary development plan and to all applicable requirements of the Code.

SECTION 9. 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 "Siena at Longview, 4<sup>th</sup> Plat, Lots 216A-218A, 224A & 320-328", attached hereto and incorporated herein by reference.

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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

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

**BILL NO. 18-04**

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APPROVED by the Mayor of said City this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

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

APPROVED AS TO FORM:

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

## ENGINEERING COST ESTIMATE

# **ENGINEERING SOLUTIONS**

50 SE 30TH STREET  
LEE'S SUMMIT, MO

DATE:  
12/7/2017

PROJECT NAME:

### **Siena at Longview 4th Plat**

General Construction

SITE LOCATION:

Logos Drive
Lee's Summit, MO
General Construction

ITEM AND DESCRIPTION	UNIT	ESTIMATED QUANTITY	LABOR AND MATERIAL COST PER UNIT	COST PER ITEM
<b>GENERAL COST ESTIMATE</b>				
ADA SIDEWALK RAMP	UNIT	1.00	750.00	\$ 750.00
5' SIDEWALK	S.F.	1,105.00	4.75	\$ 5,248.75
CLEARING, GRADING & GRUBBING	UNIT	1.00	5,000.00	\$ 5,000.00
SILT FENCE	FT	200.00	1.25	\$ 250.00
INLET PROTECTION	UNIT	2.00	80.00	\$ 160.00
SEEDING / MULCHING/ FERTILIZING	ACRE	0.25	1,000.00	\$ 250.00
<b>SANITARY COST ESTIMATE</b>				
SANITARY PIPE 8" PVC	FT	188.47	32.50	6,125.28
SANITARY PIPE 4" PVC	FT	642.16	29.50	18,943.72
5' DIA. SANITARY MANHOLES	UNIT	2.00	5,000.00	10,000.00
STREET BORE	LF	645.00	60.00	\$ 38,700.00
<b>WATER COST ESTIMATE</b>				
RELOCATE FIRE HYDRANTS	UNIT	1.00	900.00	\$ 900.00
8" C-900 WATER	LF	10.00	50.00	\$ 500.00
<b>TOTAL COST =</b>				<b>\$ 86,827.75</b>





# Blue Ridge Bank and Trust Co.

BlueRidgeBank.com | 816.358.5000

RECEIVED

JAN -2 2013

## IRREVOCABLE STANDBY LETTER OF CREDIT NO. 1425 December 19, 2017

Development Services

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

Issue Date: December 19, 2017

Expiration Date: December 19, 2018

We hereby issue our IRREVOCABLE STANDBY LETTER OF CREDIT ("Letter of Credit") in your favor for the account of SAB Construction, LLC ("Obligee") for a maximum aggregate amount not exceeding Eighty Six Thousand Eight Hundred Twenty Seven and 75/100 (\$86,827.75) representing the following:

See Attached Schedule "A" ("Improvements")

required for Siena at Longview 4<sup>th</sup> Plat ("Project") and according to Engineering Cost Estimate.

The City may draw upon this Letter of Credit upon written notification to the Bank that the Obligee has defaulted in its obligation to the City to construct, install and / or complete the development related Improvements required for the Project by December 19, 2018 ("Initial Expiration Date") or if the Obligee has failed to post a new Letter of Credit or other sufficient security approved by the City's Director of Finance, prior to Initial Expiration Date, securing the construction, installation and / or completion of the Improvements.

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

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

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

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

Blue Ridge Bank & Trust Co

Sue Hook  
Vice President

**ENGINEERING COST ESTIMATE**

**ENGINEERING SOLUTIONS**

50 SE 30TH STREET  
LEE'S SUMMIT, MO

DATE:  
12/7/2017

PROJECT NAME:

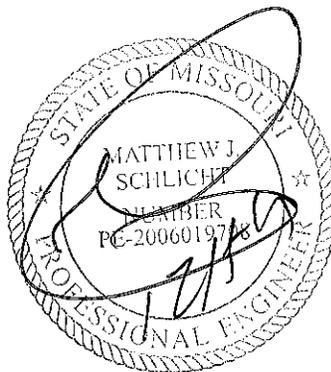
**Siena at Longview 4th Plat**

General Construction

SITE LOCATION:

Logos Drive
Lee's Summit, MO
General Construction

ITEM AND DESCRIPTION	UNIT	ESTIMATED QUANTITY	LABOR AND MATERIAL COST PER UNIT	COST PER ITEM
<b>GENERAL COST ESTIMATE</b>				
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RELOCATE FIRE HYDRANTS	UNIT	1.00	900.00	\$ 900.00
8" C-900 WATER	LF	10.00	50.00	\$ 500.00
<b>TOTAL COST =</b>				<b>\$ 86,827.75</b>



-2017-238 - Final Plat  
 -2017-239 - Water  
 -2017-240 - Sanitary Sewer

RECEIVED

DEC 07 2017

Development Services

# City of Lee's Summit

## Development Services Department

December 8, 2017

TO: Planning Commission  
PREPARED BY: Shannon McGuire, Planner  
CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services  
RE: **Appl. #PL2017-238 – FINAL PLAT – Siena at Longview, 4<sup>th</sup> Plat, Lots 216A-218A, 224A & 320-328; Engineering Solutions, LLC, applicant**

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### Commentary

This final plat application is for *Siena at Longview, 4th Plat, lots 216A-218A, 224A & 320-328*, located south of the intersection of SW 16<sup>th</sup> St. and SW Corinth Dr. The proposed final plat consists of 13 lots on 3.54 acres. The proposed final plat is substantially consistent with the approved preliminary plat.

- 13 lots on 3.54 acres
- 3.67 units/acre

### Subdivision-Related Public Improvements

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

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

### Recommendation

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

### Zoning and Land Use Information

**Location:** south of the intersection of SW 16th St. and SW Corinth Dr.

**Zoning:** RP-3 (Planned Residential Mixed Use District)

**Surrounding zoning and use:**

**North:** RP-3 (Planned Residential Mixed Use District) — Siena at Longview subdivision

**South:** CP-2 (Planned Community Commercial District) – Vacant ground (City owned)

**East:** R-1 (Single-Family Residential)—vacant ground

**West:** RP-3 (Planned Residential Mixed Use District) — Siena at Longview subdivision

## Project Information

**Current Use:** undeveloped phase of Siena at Longview single-family subdivision

**Proposed Use:** final phase of single-family subdivision

**Land Area:** 3.54 acres (154,202.4sq. ft.)

**Number of Lots:** 13 lots

**Density:** 3.67 units/acre

## Process

**Procedure:** The Planning Commission makes a recommendation to the City Council on the final plat within thirty (30) days after the application is submitted to the Planning Commission. The City Council takes final action on the final plat in the form of an ordinance.

**Duration of Validity:** Final plat approval shall become null and void if the plat is not recorded within one (1) year from the date of City Council approval.

The Director of Planning and Special Projects may administratively grant a one (1) year extension, provided no changes have been made to any City ordinance, regulation or approved engineering plans that would require a change in the final plat.

The City Council may grant one additional one (1) year extension, provided that additional engineering plans may be required by the City Engineer to comply with current City ordinances and regulations.

## Unified Development Ordinance

Applicable Section(s)	Description
5.120	RP-3 (Planned Residential Mixed Use District)
16.140, 16.150	Final Plats

## Background

- March 4, 1986 – The City Council approved the rezoning (Appl. #1985-068) from R-1 to CP-2 and RP-3, as well as a concept plan for the Longview Farm property. This plan consisted of single family residential, apartments, office and retail spaces. Although approved, the concept plan was never constructed. The existing CP-2 zoning on the subject property was established as part of this rezoning.
- May 13, 1999 – The City Council approved the preliminary site plan (Appl. #1999-168) for the Carriage Homes development. This application was for 61 duplexes (122 units) on 27.44 acres of existing RP-3 zoned land located at the northeast corner of Sampson Rd and Scherer Rd.
- July 1, 1999 – The City Council approved the final site plan (Appl. #1999-164) for the Carriage Homes development. These units were never constructed.
- September 21, 2000 – The City Council approved the preliminary (Appl. #2000-168) and final (Appl. #2000-170) site plans for the Siena at Longview subdivision.
- September 26, 2000 – The Planning Commission approved the preliminary plat (Appl. #2000-169) for *Siena at Longview, Blocks 1-7 and Tracts A, B and C*.

- October 12, 2000 – The City Council approved the final plat (Appl. #2000-171) for *Siena at Longview, Blocks 1-7 and Tracts A, B and C* by Ordinance No. 5048.
- December 7, 2017 – The City Council approved the rezoning from CP-2 to RP-3 and preliminary development plan (Appl. #PL2017-174) of *Siena at Longview, Lot 291* by Ordinance No. 17-236.

### **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. 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).
3. 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.
4. A land disturbance permit shall be obtained from the City if groundbreaking will take place prior to the issuance of an infrastructure permit or prior to the approval of the engineering plans.
5. The note concerning the Master Drainage Plan and the note concerning the maintenance of detention basins shall be removed from the plat prior to approval. There are no detention basins associated with this plat, and there shall be no Master Drainage Plan associated with this plat.

#### **Planning**

6. 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.
7. Correct City Engineer's signature block to reflect George Binger, III, P.E. City Engineer.
8. Update Planning Commission Secretary's signature block to reflect current Secretary, Dana Arth.

#### Attachments:

1. Final Plat, date stamped November 20, 2017
2. Location Map

**DEDICATION:**  
THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. SAID SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS:  
**SIENA AT LONGVIEW 4TH PLAT**

**EASEMENTS:**  
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO 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 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. 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 527.1888 RSMo. (2006), ANY RIGHT TO RE-QUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENT HEREBY GRANTED.

**BUILDING LINES:**  
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.

**STREETS:**  
NO NEW STREET RIGHT OF WAYS

**COMMON AREA**  
NONE WILL BE CREATED BY THIS PLAT

**1% ANNUAL CHANCE FLOOD PLAN**  
PROJECT SITE IS LOCATED OUTSIDE OF THE 1% ANNUAL FLOOD LIMITS, AREAS OUTSIDE THE 100 YEAR FLOOD LIMITS, PER MAP NUMBER 29095C0414G, EFFECTIVE JANUARY 20, 2017

**IN TESTIMONY WHEREOF:**  
SIENA DEVELOPMENT GROUP, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, OWNER OF LOTS 217-218, 224 & 291 HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

SIENA DEVELOPMENT GROUP, L.L.C.

SCOTT BAMESBERGER, MEMBER

**NOTARY CERTIFICATION:**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED **SCOTT BAMESBERGER**, TO ME PERSONALLY KNOWN AND WHO BEING BY ME DULY SWORN BY ME DID SAY THAT HE IS A MEMBER OF SIENA DEVELOPMENT GROUP, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY AND AS THE FREE ACT AND DEED OF SAID COMPANY.

**IN WITNESS THEREOF:**

I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DATE LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES \_\_\_\_\_

**PROPERTY DESCRIPTION**

A tract of land in the Southwest Quarter of Section 15, Township 47 North, Range 32 West, in Lee's Summit, Jackson County, Missouri, being described as follows:

Overall Plat Boundary Containing 3.54 acres more or less.  
All of lots 216, 217, 218, 224 & 291, Siena at Longview Farms 2nd Plat, a subdivision as recorded in the Office of the Recorder in Jackson County, Missouri.

**IN TESTIMONY WHEREOF:**  
KRUEGER GARY R  
& EILEEN D-TRUSTEES, OWNER OF LOT 216 HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS OWNER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

GARY R KRUEGER, OWNER

EILEEN KRUEGER, OWNER

**NOTARY CERTIFICATION:**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED GARY R KRUEGER AND EILEEN KRUEGER, TO ME PERSONALLY KNOWN AND WHO BEING BY ME DULY SWORN BY ME DID SAY THAT HE IS AN OWNER.

**IN WITNESS THEREOF:**

I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DATE LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES \_\_\_\_\_

# FINAL PLAT

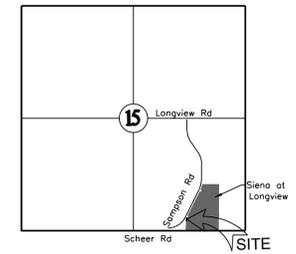
## SIENA AT LONGVIEW 4TH PLAT

### LOTS 216A, 217A, 218A, 224A & 320 - 328

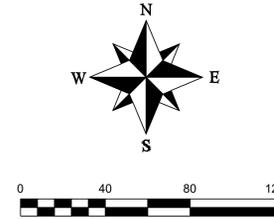
#### A Replat of Lots 216, 217, 218, 224 & 291

#### Siena at Longview 2nd Plat

#### Lee's Summit, Jackson County, Missouri



LOCATION MAP  
SECTION 15-T.47-R.31  
Not to Scale



Missouri State Plane Coordinate System  
1983, Missouri West Zone  
(2003 Adjustment)  
Reference Monument: CA-08  
Combined Scale Factor: 0.9998997

POINT	NORTHING	EASTING
1	280640.741	855118.830
2	280641.507	855121.343
3	280669.276	855212.449
4	280682.055	855254.374
5	280682.275	855255.098
6	280685.455	855325.529
7	280697.736	855305.820
8	280704.291	855327.327
9	280716.000	855362.436
10	280714.992	855362.436
CA08	295023.772	857606.886
CA08A	295008.486	857868.230

Coordinates Shown in Meters

CITY OF LEE'S SUMMIT:

**MAYOR AND CITY COUNCIL CERTIFICATION:**

THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT OF SIENA AT LONGVIEW 4TH PLAT LOTS 320 - 328 A Replat of Lots 216, 217, 218, 224 & 291 Siena at Longview 2nd 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. \_\_\_\_\_

\_\_\_\_\_  
RANDALL L. RHOADS, MAYOR DATE \_\_\_\_\_

\_\_\_\_\_  
TRISHA FOWLER ARCURI, CITY CLERK DATE \_\_\_\_\_

**APPROVED:**  
**PUBLIC WORKS / ENGINEERING**

\_\_\_\_\_  
GEORGE BINGER, P.E., CITY ENGINEER DATE \_\_\_\_\_

**PLANNING & CODES ADMINISTRATION**

\_\_\_\_\_  
ROBERT G. MCKAY, AICP, DATE \_\_\_\_\_  
DIRECTOR OF PLANNING AND SPECIAL PROJECTS

**PLANNING COMMISSION**

\_\_\_\_\_  
FRED DEMORO, SECRETARY DATE \_\_\_\_\_

**JACKSON COUNTY:**

**APPROVED: ASSESSOR'S OFFICE**

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

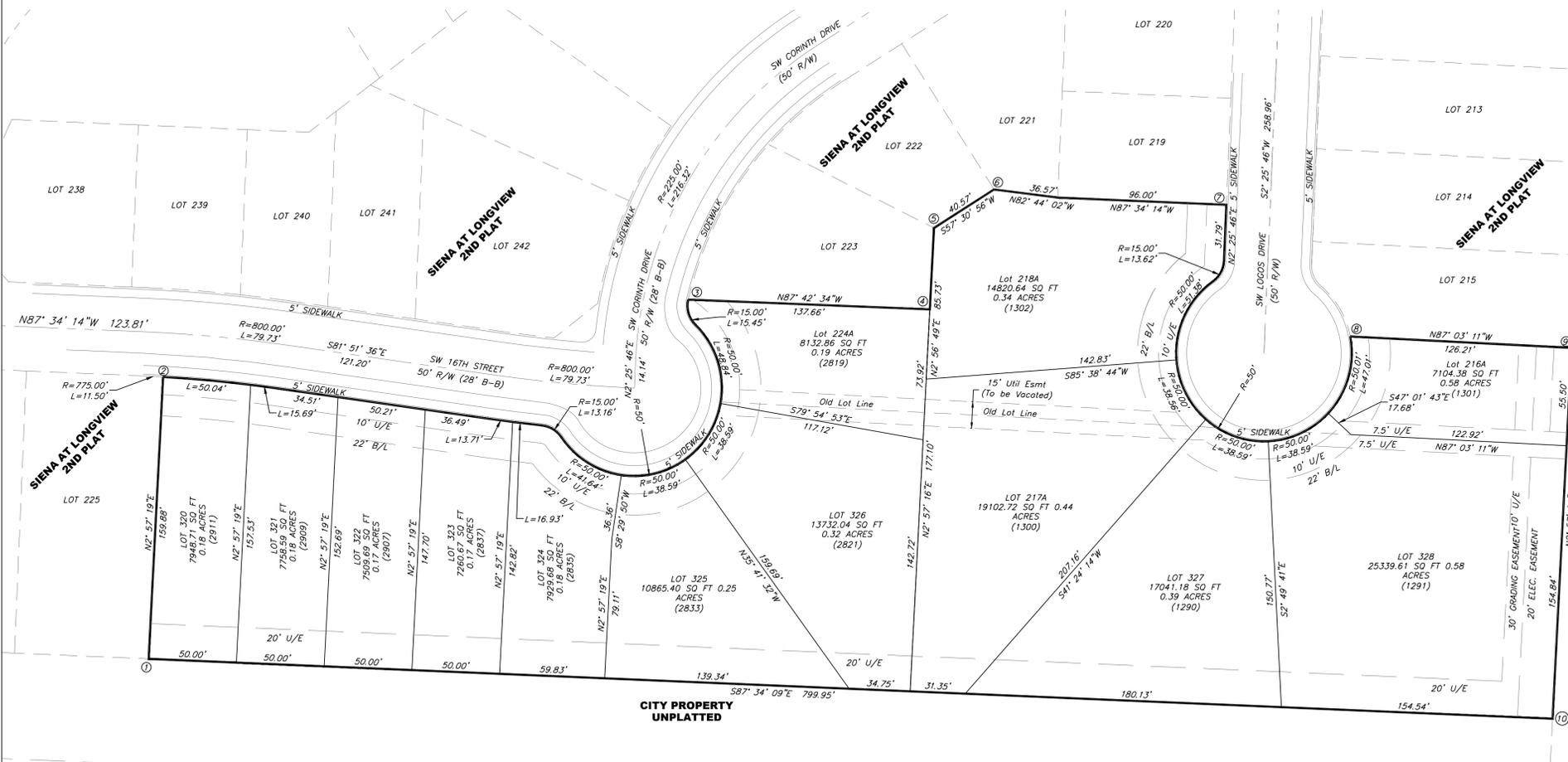
**SURVEY AND PLAT NOTES:**

- THE FOLLOWING STANDARD MONUMENTS WILL BE SET:
  - SEMI-PERMANENT MONUMENTS: SET 1/2" IRON BAR WITH PLASTIC CAP MARKED "ENGR 8319" AT ALL REAR LOT CORNERS AND CURBS ARE NOTCHED AT THE PROJECTION OF SIDE LOT LINES.
  - PERMANENT MONUMENTS: SET 5/8" IRON BAR WITH ALUMINUM CAP MARKED "ENGR 8319" AT PLAT BOUNDARY CORNERS.
- THIS PROPERTY IS CLASSIFIED SUBURBAN PROPERTY (4 CSR 30-17.0020)
- BEARINGS AND COORDINATES ARE BASED ON KANSAS CITY METRO MONUMENT CA-08 OF THE MISSOURI STATE COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE, 2003 ADJUSTMENT USING A GRID FACTOR OF 0.9998997. COORDINATES DETERMINED BY GPS METHODS.
- NO OIL OR GAS WELLS ARE KNOWN TO EXIST ON THIS PROPERTY. PER THE "ENVIRONMENTAL IMPACT STUDY OF ABANDONED OIL AND GAS WELLS IN LEE'S SUMMIT, MISSOURI" BY EDWARD ALTON, JR., P.E., 1995.
- THE SUBJECT PROPERTY SURVEYED LIES WITHIN A FLOOD ZONE DESIGNATED ZONE (X), AREAS LOCATED OUTSIDE THE 100 YEAR FLOOD PLAIN, PER F.E.M.A. MAP, PANEL NO. 414 OF 625, COMMUNITY PANEL NO. 29095C0414G EFFECTIVE DATE JANUARY 20, 2017.
- ALL STORM WATER CONVEYANCE, RETENTION, DETENTION OR WATER QUALITY (BMP) FACILITIES TO BE LOCATED ON COMMON PROPERTY SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE "COVENANTS, CONDITIONS AND RESTRICTIONS" REFER TO THE "COVENANTS, CONDITIONS AND RESTRICTIONS ASSOCIATED WITH THIS DEVELOPMENT FOR REQUIREMENTS
- INDIVIDUAL LOT OWNER(S) SHALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW PATHS ON THE LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN, UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.

**SURVEYOR'S CERTIFICATION:**

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

\_\_\_\_\_  
MATTHEW SCHLICHT, MOPLS 2012000102 DATE \_\_\_\_\_  
ENGINEERING SOLUTIONS, L.L.C. NO CORP LS 2005008319-D



PROPERTY RESERVE INC  
PO BOX 511196  
SALT LAKE CITY, UT 84151-1196  
NO ADDRESS ASSIGNED BY CITY  
LEE'S SUMMIT, MO 64081

REVISIONS

DATE	DESCRIPTION

Final Plat  
Siena at Longview 4th Plat - Lots 320 - 328  
Section 15, Township 47 N, Range 32 West  
Lee's Summit, Jackson County, Missouri

Final Plat

SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	JOB NO.
1 OF 1	15	47	32	JACKSON	SIENA AT LONGVIEW
					DATE OF PREPARATION
					August 18, 2017
					SCALE
					1"=40'

PROFESSIONAL SEAL

**ENGINEERING & SURVEYING SOLUTIONS**  
50 SE 30TH STREET  
LEE'S SUMMIT, MO 64082  
P: (816) 625-9888 F: (816) 625-9849

**Appl. #PL2017-238 – FINAL PLAT – Siena at Longview,  
4th Plat, lots 216A, 217A, 218A, 224A & 320-328  
Engineering Solutions, LLC, applicant**



## Packet Information

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**File #:** BILL NO. 18-05, **Version:** 1

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AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY. (F&BC 11-6-17)

Issue/Request:

AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY

Key Issues:

Velocity Lee's Summit, formerly known as the Market Center of Ideas, is a 501c3 organization whose mission is to empower local entrepreneurs and rapidly growing small business owners through providing relevant events and impactful networking opportunities as well as leadership services and administrative support, and through connecting community stakeholders intentionally and collaboratively by helping to identify entrepreneurial needs and matching resources to assist with those needs.

Velocity's work enhances economic development efforts by serving entrepreneurs and small early stage businesses. According to the Kauffman Foundation, approximately 20% of all new jobs created come from entrepreneurs or early stage businesses. Companies less than one year old have created an average of 1.5 million jobs over the past three decades. During the recent recession, these companies added or created jobs while older larger firms eliminated jobs. Without Velocity, this population would be underserved which could create the possibility for growth oriented businesses to locate outside the City of Lee's Summit.

To continue the work started in 2014-2015, Velocity seeks to enter into a Public Service Agreement (PSA) with the City to continue their programs and services. The proposed PSA would cover a three year period from 2017 to 2020. Velocity seeks a three year investment totaling \$225,000. As part of this request, Velocity will continue the work to develop an entrepreneurial ecosystem which would entail the delivery of grants to Lee's Summit entrepreneurs, education, mentorship, and development through strategic partnerships with the University of Central Missouri, the Missouri Innovation Campus, the Lee's Summit Chamber of Commerce, the Lee's Summit Economic Development Council, the R-7 school district, and many other stakeholders.

Currently, the Business and Industry Fund has an approximate balance of \$338k, or 84.7%, of total annual expenses.

This fund shows a positive trend of revenue growth which is supported by the development of additional hotels and growth in tourism. Velocity's request of \$225k would leave a fund balance of approximately \$110,000 or 28%.

Background:

A Market Center of Ideas task force was formed in September 2014, comprised of seasoned community business leaders to identify various models of spaces for entrepreneurship in Lee's Summit, to create business and governance plans and to create a culture of entrepreneurship and business development identifying Lee's Summit as a Startup Community.

On April 2, 2015, the Mayor-appointed Market Center of Ideas Task Force made a presentation to the City Council in support of the establishment of an entity and location with the intention of attracting and fostering medium to high growth entrepreneur-led companies to the City. The City Council responded to the presentation by creating the Market Center of Ideas Ad Hoc Council Committee with the assignment of working with the Market Center of Ideas Task Force to develop a proposal for the establishment of an entrepreneurial resource center for review and consideration by the full City Council.

The Market Center of Ideas Task Force and the Market Center of Ideas Ad Hoc Council Committee met on Wednesday May 27, 2015. At that meeting, it was determined that the most effective course of action to promote the endeavor moving forward included the formal creation of a separate legal entity to take charge of the project and the infusion of capital to support beginning processes, including raising capital from investors, planning programs and initiatives, and ultimately identifying a location for the center.

The Market Center of Ideas Board of Directors met to begin planning. At the first meeting the Board of Directors identified a need for funding to pay for essential services that would allow the Board to continue its work. In 2015, the City Council approved a PSA, in the amount of \$30,000, for startup expenses and services provided by the Market Center of Ideas. Currently, Velocity holds approximately \$20,000 of funding from the initial PSA.

Presenter: Chuck Cooper | Velocity President

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY

Committee Recommendation: A motion was made by Councilmember Faith, seconded by Vice Chair Edson, that this Ordinance be forwarded without recommendation to the City Council - Regular Session for further discussion due back on 11/16/2017. The motion carried by the following vote: Binney & Faith - Aye, Edson - Nay.

**BILL NO. 18-05**

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AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY.

WHEREAS, Velocity Lee's Summit, Inc. (hereinafter "Velocity") is a nonprofit corporation which has demonstrated evidence of its services to entrepreneurs and business development abilities and has provided economic development services to the City of Lee's Summit, Missouri (the "City") in the past; and,

WHEREAS, the City, by Ordinance No. 4611, did levy a license tax on certain gross receipts of hotels, motels and similar places of business, the proceeds of which were to be used to promote the general economic welfare of the City, including, but not limited to, the attraction and retention of business and industry to the community and/or the promotion and provision of facilities for tourism, conventions, and visitors; and,

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate proceeds from the license tax to Velocity as compensation for the performance of certain services to be provided to City; and,

WHEREAS City and Velocity have negotiated terms and conditions associated with the provision of said compensation and services, which have been formally outlined in the Public Service Agreement by and between Velocity Lee's Summit, Inc. and the City of Lee's Summit attached hereto as "Exhibit A."

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

SECTION 1. That the Public Service Agreement by and between Velocity Lee's Summit, Inc. and the City of Lee's Summit, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference be and is hereby approved, and the City Manager is hereby authorized and directed to execute the same by and on behalf of the City.

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

PASSED by the City Council of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

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

**BILL NO. 18-05**

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APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

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

APPROVED AS TO FORM:

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

PUBLIC SERVICE AGREEMENT BY AND BETWEEN  
VELOCITY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI

This Agreement, made and entered into this \_\_\_\_ day of November, 2017, is by and between the Velocity Lee's Summit, Inc., a Missouri not for profit corporation (hereinafter "Velocity,") and the City of Lee's Summit, Missouri, a Missouri constitutional charter city (hereinafter "City.")

WITNESSETH:

WHEREAS, Velocity is a nonprofit corporation which was organized to provide high quality mentoring and leadership services, administrative support, and low cost facilities to growth oriented companies that will result in positive business activity and job creation in Lee's Summit, Missouri; and,

WHEREAS, Velocity seeks to empower local entrepreneurs and rapidly growing small business owner through providing relevant events and impactful networking opportunities as well as leadership services and administrative support, and through connecting community stakeholders intentionally and collaboratively by helping to identify entrepreneurial needs and matching resources to assist with those needs; and

WHEREAS, Velocity, in partnership with the City of Lee's Summit, envisions our community becoming regionally known as an innovation minded collective requiring the collaborative efforts of a variety of interconnected stakeholders, and expects that in order to achieve this, it is necessary to enable a fertile environment for the entrepreneur to flourish, which will ultimately attract more jobs to Lee's Summit and will foster a culture of retention of homegrown talent long term; and

WHEREAS, City, through its Mayor and City Council, adopted an Economic Development Vision Statement that "Lee's Summit will build upon and promote its unique downtown, education excellence, and cultural heritage to create and nurture a business environment which fosters entrepreneurship, commercial and neighborhood redevelopment, and the attraction and retention of high quality jobs in targeted businesses. In doing so, the tax base will grow ensuring the City's continued ability to deliver an outstanding quality of life and services to both businesses and residents;" and,

WHEREAS, City has determined that Velocity's purpose is in direct furtherance of the City's Economic Development Vision Statement regarding entrepreneurs and growth in business and industry and provides a service to City; and,

WHEREAS, as a new, not for profit entity, Velocity is in need of funds for administrative and programming expenses, including insurance, business development and communications, website support and oversight, events, and other miscellaneous general operating expenses, in order to begin achieving its objectives; and,

WHEREAS, the City, by Ordinance No. 4611, did levy a license tax on certain gross receipts of hotels, motels, and similar places of business, the resulting revenue of which was to be used to promote the general economic welfare of the City, including but not limited to the attraction and retention of business and industry to the community and/or the promotion and provision of facilities for tourism, conventions, and visitors; and,

WHEREAS, the Business and Industry Fund was established for the deposit of said hotel and motel tax revenue to be spent as the City Council deems it best expended to fulfill the purposes as recited herein; and,

WHEREAS, City has determined that it is in the best interest of the City, and important to the promotion of the attraction and retention of entrepreneurs and the new and growing businesses and industries of Lee's Summit, Missouri to allocate funds to Velocity as compensation for the performance of Services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and mutual benefits from the services set forth herein, Velocity and City agree as follows:

I. SCOPE OF SERVICES

Velocity will organize its efforts and work to fulfill its purpose of providing high quality mentoring and leadership services, administrative support, and low cost facilities to growth oriented companies that will result in positive business activity and job creation in Lee's Summit, Missouri through various events, meetings, and other initiatives to be determined by the Board of Directors.

Velocity shall perform economic development services for the benefit of the community. Velocity will work independently and collaboratively with City Staff, as necessary, to provide the following services (the "Services"):

- A. Velocity will proactively promote the City of Lee's Summit as a destination for entrepreneurs.
- B. Velocity will facilitate partnership opportunities with community stakeholders and organizations.
- C. Velocity will organize a series of events designed to further connect and educate entrepreneurs.
- D. Velocity will coordinate grant opportunities through a partnership with Digital Sandbox to benefit potential high growth Lee's Summit entrepreneurs.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from the date of execution of the Agreement to June 30, 2018, and shall be eligible for up to two (2) additional automatic one year renewals, with the final expiration to occur on June 30, 2020, unless notification of intent not to renew by either party is given, in writing, no less than thirty (30) days prior to the date of automatic renewal and subject to appropriation by the City Council as contemplated herein.

Within forty-five (45) days prior to the end of each term, Velocity shall provide the City Manager with a copy of the then current fiscal year budget and projected budget for its next fiscal year.

III. COMPENSATION AND METHOD OF PAYMENT

City hereby agrees to compensate Velocity for the services as outlined in Section I, above, in annual lump sum payments as follows: 1) Fiscal Year 2018 in the total sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00), payable upon execution of this Agreement; 2) Fiscal Year 2019 in the total sum of SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00), payable upon the adoption and effective date of the City's Fiscal Year 2019 budget; and 3) Fiscal Year 2020 in the total sum of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00), payable upon the adoption and effective date of the City's Fiscal Year 2020 budget. Said amount includes reimbursement for all expenses incurred by Velocity in providing the Services outlined herein. All compensation for Services is subject to annual appropriation by City with payment to be issued from the City's Business and Industry Fund (Fund 220).

IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

Velocity shall permit an authorized representative of the City to inspect and audit all data and records of Velocity related to its performance under this Agreement upon request by City.

Velocity shall submit an accounting of all funds spent by Velocity for each fiscal year contemplated in this agreement on or before September 30 annually.

V. SUBCONTRACTS

Velocity and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

VI. NON-DISCRIMINATION PROVISIONS

Velocity will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, or age.

VII. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

VIII. CONFLICT OF INTEREST/POLITICAL ACTIVITY

The elected officials, public officials, employees, and agents of City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.

Velocity shall not use the compensation paid through this Agreement for political activities or legislative activities. For purposes of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

IX. INDEPENDENT CONTRACTOR

Velocity is not authorized or empowered to make any commitments or incur any obligation on behalf of City, but merely to provide the Services provided for herein as an independent contractor.

X. INDEMNIFICATION

Velocity shall indemnify, release, defend, become responsible for and forever hold harmless City, its officers, agents, employees, elected officials, and attorneys, each in their individual and official capacities, from and against any and all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorneys' 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, omission, or intentional act of Velocity or its agents, employees, or subcontractors, arising out of or in any way connected with the subject matter of this Agreement and the work and operations expressly authorized herein; provided, however, that Velocity need not save harmless City from claims, demands, losses, and expenses arising out of the sole negligence of the City, its employees, or its agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Velocity has contracted for additional services under the terms of this Agreement.

XI. CANCELLATION, TERMINATION, OR SUSPENSION

- A. This Agreement may be terminated at any time by the written, mutual agreement of the parties. City may terminate this Agreement immediately if funds are not appropriated for the Services described herein. City shall have the right to terminate this Agreement in the event that Velocity is in default or violation of the terms or provisions of this Agreement and fails to cure each default or violation in the manner specified in subsection "B" below.
- B. In the event of such default or violation by Velocity, City shall send to Velocity by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. Velocity shall cure or remedy the violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed to by both parties in writing. In the event that the violation or default is not cured or remedied within twenty (20) working days or the agreed upon longer time, City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Termination as aforesaid shall not relieve Velocity of any liability to City for damages sustained by City by virtue of any breach of this Agreement.

XII. NOTICE

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified:

Notice to City shall be addressed to:

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

Notice to Velocity shall be addressed to:

President  
Velocity Lee's Summit, Inc.

\_\_\_\_\_  
\_\_\_\_\_

XIII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both City and Velocity mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XIV. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI  
Missouri Constitutional Charter City

VELOCITY, INC.  
Missouri Not for Profit Corporation

\_\_\_\_\_  
Stephen A. Arbo, City Manager

\_\_\_\_\_  
Chuck Cooper, President

ATTEST:

ATTEST:

\_\_\_\_\_  
Denise R. Chisum, City Clerk

\_\_\_\_\_  
Jon Cundiff, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Jackie McCormick Heanue  
Chief Counsel of Management and Operations/Deputy City Attorney



### 3 Year Business Plan

	Year 1	Year 2	Year 3
PSA w/ City of Lee's Summit Contribution:	\$100,000	\$75,000	\$50,000
Grants: MOBEC, Kauffman, etc.	\$50,000	\$50,000	\$50,000
Other: Fundraising, Memberships, etc.			\$25,000
Event Sponsorships:		\$ 2,000.00	\$ 2,000.00
<b>Total Income:</b>	<b>\$150,000</b>	<b>\$127,000</b>	<b>\$127,000</b>
Board Insurance - Directors & Officers Liability	\$4,500	\$4,500	\$4,500
Audit, Accounting, Financial Services	\$3,500	\$3,500	\$3,500
Website Hosting Services	\$500	\$250	\$250
Marketing, Communications, Business Development	\$6,000	\$12,000	\$12,000
Meeting	\$250	\$250	\$250
*Staff	\$25,000	\$40,000	\$40,000
Rent	\$3,000	\$6,000	\$6,000
Digital Sandbox Grant Program	\$100,000	\$0	\$100,000
Sponsor for Entrepreneurial Events / GEW	\$2,000	\$3,000	\$4,000
<b>Total Operating Expense:</b>	<b>\$142,750</b>	<b>\$66,500</b>	<b>\$166,500</b>
<b>Total</b>	<b>\$7,250</b>	<b>\$60,500</b>	<b>\$-39,500</b>

*\*Note: Adding staff would be contingent upon receiving grant funds*



# **LEE'S SUMMIT**

## **V E L O C I T Y**

Finance & Budget Committee  
meeting, November 6, 2017

# Why is it important...

- **Attract, Retain,.....Grow!**
  - *Startups and Early Stage businesses account for 70% of all job growth (CBPP). Velocity Lee's Summit is a "talent scout"*
- **The LS job market is and will be changing**
  - *Decoupling from traditional brick & mortar strategy*
  - *Developing paradigm shift to co-working facilities*
  - *Workforce development needs are fluid*
- **The LS Entrepreneur is underserved**
  - *Regional resources threaten to lure away our best and brightest start-up companies*



# What we need...

- **Access to capital and foreseeable funding**
- **Additional marketing and communication investment to build our network of Lee's Summit start-ups and rapidly growing businesses that we may serve**
- **Support and funding to partner with Digital Sandbox, the local standard in providing proof-of-concept resources to support early stage businesses**
- **Administrative capacity (Executive Director)**
  - **A place with a face and a phone that will be answered**
  - **Grant request writing skills**
  - **Fundraising role**

# Goals upon funding...

**1: Incentivize entrepreneurial growth through grants and partnership with Digital Sandbox for a 2018 program**

**2: Mid 2018, hire an Executive Director to begin alignment of community resources to start-up needs, while facilitating connections to educational institutions in search of practical real world curriculum applications for their students**

**3: Use funded capacity to increase scale of events, marketing of Velocity Lee's Summit resources, sponsorships to relevant and complementary events/programs**

# Goals without funding...

- 1: Continue to seek grant funding through MTC/MOBEC, Kauffman Foundation, and other entities in support of entrepreneurship and start-up business**
- 2: Continue to recruit and rely upon passionate community volunteers to support our mission**
- 3: Continue to serve as a collaborative community connector by aligning resources and interests between stakeholders, including City, educational institutions, start-up companies, entrepreneurs, co-working spaces, and mentors**
- 4: Upon depletion of current reserves incurred through upcoming series of events and sponsorships, consider viability status**



### 3 Year Business Plan

	Year 1	Year 2	Year 3
PSA w/ City of Lee's Summit Contribution:	\$100,000	\$75,000	\$50,000
Grants: MOBEC, Kauffman, etc.	\$50,000	\$50,000	\$50,000
Other: Fundraising, Membership, etc.			\$25,000
Sponsorships: Event and Corporate	\$6,000	\$9,000	\$12,000
<b>Total Income:</b>	<b>\$156,000</b>	<b>\$134,000</b>	<b>\$137,000</b>
Board Insurance - Directors & Officers Liability	\$4,500	\$4,500	\$4,500
Audit, Accounting, Financial Services	\$3,500	\$3,500	\$3,500
Website Hosting Services	\$500	\$250	\$250
Marketing, Communications, Business Development	\$6,000	\$12,000	\$12,000
Meeting	\$250	\$250	\$250
*Staff	\$20,000	\$40,000	\$40,000
Rent	\$3,000	\$6,000	\$6,000
Digital Sandbox Grant Program	\$100,000	\$0	\$100,000
Sponsor for Entrepreneurial Events / GEW	\$2,000	\$3,000	\$4,000
<b>Total Operating Expense:</b>	<b>\$137,750</b>	<b>\$66,500</b>	<b>\$166,500</b>
<b>Total</b>	<b>\$18,250</b>	<b>\$67,500</b>	<b>\$-29,500</b>

*\*Note: Adding staff would be contingent upon receiving grant funds*

# DIGITAL SANDBOX | KC



**Where innovators come to play**

<http://bit.ly/DSBvideo>

## Using a Proven Program to Lee's Summit Companies and Jobs

- Grow the high tech startup environment across the region
  - ✓ *Have seen over 500 early-stage company presentations*
  - ✓ *Digital, Energy, HealthCareIT, Education, AgTech...scalable business concepts*
  - ✓ *Olathe, Independence, St. Joe versions of sandbox*
- Provide project funding for concept development
  - ✓ *Funded over \$1.8M in early-stage projects across 90 companies*
  - ✓ *51% of all <\$100K grant/equity 2013-16 from Digital Sandbox*
- Connect early-stage entrepreneurs to large corporation resources
  - ✓ *Sprint, Hallmark, VML, Great Plains Energy, Cerner, Garmin, Black & Veatch & others*
- Provide a network to connect early-stage with successful local entrepreneurs
  - ✓ *Summer in the Sand, Innovation Showcases, Technology Showcases*
- Position early-stage entrepreneurs to successfully attract add-on capital investment
  - ✓ *65% of companies with project funding secured add-on investment of \$38M*
  - ✓ *5 of 10 LaunchKC \$50K grant recipients were sandbox companies*
- Create sustainable job growth for metro area
  - ✓ *34 new companies formed*
  - ✓ *To date over 480 organically grown jobs in metro area*

# Feb 2017 Impact Study Results

## *Program Highlights*

Total Applicant Volume	Projects Funded	Project Funding Provided
504+	90	\$1.8M
New Companies Created	New Area Jobs Created	Total Add-on \$\$ Raised
34	480+	\$38.3M
Products Launched	New Payroll \$\$	Co Sales since inception
130	\$12M+	\$22M

# How do we launch Lee's Summit Sandbox?

- Commit project funding of at least \$100,000
- Secure co-working space for companies receiving Lee's Summit Sandbox project grants
- Public announcement and launch event inviting early-stage Lee's Summit entrepreneurs to apply
- Lee's Summit splash page that directs applicants to Digital Sandbox application process
- Lee's Summit applicants are scheduled to "pitch to sandbox" and evaluated by existing sandbox team
- If selected for project funding, startup receives grant and works out of Lee's Summit co-working space
- All existing sandbox resources are used to help Lee's Summit startup secure add-on investment and create new Lee's Summit jobs

## BUSINESS AND INDUSTRY FUND

YEAR BEGINNING JULY 1, 2018

	FY 2012 ACTUAL	FY 2013 ACTUAL	FY 2014 ACTUAL	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 BUDGET	FY 2017 ACTUAL	FY 2018 BUDGET
<b>REVENUES:</b>								
Business & Industry Tax (Hotel)	\$ 297,045	\$ 310,884	\$ 342,603	\$ 401,460	\$ 440,886	\$ 376,473	\$ 443,399	\$ 394,372
Penalty/Interest	91	0	60	6,545	2,255	0	(16)	1,000
Transfers	62,220	62,220	62,200	14,200	14,200	0	0	0
Contributions								
Interest	273	246	66	62	1,621	1,000	900	(39)
<b>Total Revenues</b>	<b>\$ 359,629</b>	<b>\$ 373,350</b>	<b>\$ 404,929</b>	<b>\$ 422,267</b>	<b>\$ 458,962</b>	<b>\$ 377,473</b>	<b>\$ 444,283</b>	<b>\$ 395,333</b>
<b>EXPENDITURES:</b>								
Administrative Fees	\$ 6,293	\$ 6,267	\$ 6,297	\$ 6,297	\$ 8,818	\$ 6,297	\$ 6,297	\$ 6,297
Payment Discount	6,221	6,194	6,792	7,450	8,370	6,204	6,204	6,204
Interest Expense	0	0	0	391	0	0	0	0
Transfer								
Contributions								
Downtown Mainstreet Inc (DLSMS)	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Downtown Mainstreet Inc: Downtown Masterplan	0	0	0	0	0	0	0	0
LS Economic Development Council	250,911	250,911	250,911	217,968	217,968	250,911	250,911	275,500
LS Chamber of Commerce	50,700	50,700	50,700	51,043	51,043	51,043	51,043	51,043
Arts Commission								
Historic Preservation Grant								
Community Branding								
<b>Total Expenditures</b>	<b>\$ 374,125</b>	<b>\$ 374,072</b>	<b>\$ 374,700</b>	<b>\$ 343,149</b>	<b>\$ 346,199</b>	<b>\$ 374,455</b>	<b>\$ 374,455</b>	<b>\$ 399,044</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>(14,496)</b>	<b>(722)</b>	<b>30,229</b>	<b>79,118</b>	<b>112,763</b>	<b>3,018</b>	<b>69,828</b>	<b>(3,711)</b>
<b>Fund Balance, Beginning of Year</b>	<b>\$ 61,893</b>	<b>\$ 47,397</b>	<b>\$ 46,675</b>	<b>\$ 76,904</b>	<b>\$ 156,022</b>	<b>\$ 268,785</b>	<b>\$ 271,803</b>	<b>\$ 341,631</b>
<b>Fund Balance</b>	<b>\$ 47,397</b>	<b>\$ 46,675</b>	<b>\$ 76,904</b>	<b>\$ 156,022</b>	<b>\$ 268,785</b>	<b>\$ 271,803</b>	<b>\$ 341,631</b>	<b>\$ 337,920</b>

% of Total Expenditures to Ending Fund Balance	12.7%	12.5%	20.5%	45.5%	77.6%	72.6%	91.2%	84.7%
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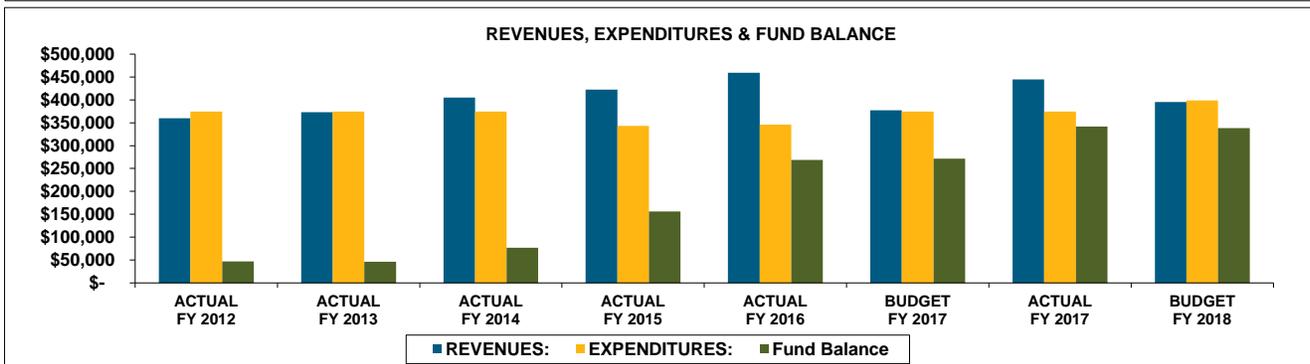
The Business and Industry Tax fund was created to account for the license tax on certain gross receipts of hotels, motels and similar places of business, in an amount equal to 5% of gross daily rental receipts derived from transient guests for sleeping accommodations. The proceeds are used to promote the general economic welfare of the City including attraction and retention of business and industry to the community and the promotion and provision of facilities for tourism, conventions, and visitors. Businesses are allowed to deduct 2% processing fee if their tax is remitted before the 20th of the month. The 5 hotel/motels in the City have a total of 352 rooms with an average occupancy rate of 65.5% for fiscal years 2015, 2016, and 2017YTD.

Average Occupancy Rate:

- FY13 - 54.7%
- FY14 - 57.8%
- FY15 - 61.5%
- FY16 - 68.3%
- FY17 - 66.5% (YTD)

Revenues: FY18 hotel/motel tax estimate is a 3-year average of FY2014-2016. Revenue projections are based on the fundamentals of fund sources as seasonality and large one-time payments can inject unpredictability into the revenues. Since FY11, the City's General Fund transferred funds to the Business and Industry Fund to prevent a negative fund balance. That transfer was discontinued in FY17.

Expenditures: FY18 assumes the Business & Industry tax will fully support the expenditures and administration of the fund. The expenditures include the full contribution to Downtown Mainstreet Inc. and Lee's Summit Chamber of Commerce. The FY18 Request includes funding for additional services to be provided by the LS Economic Development Council in an effort to enhance economic development opportunities. The fund balance at year end is projected to be 67.2% of total expenditures.



Summary of Projected Economic Impact

	New Research And Capital Investment Funding	Number of Investment-Grade Start-ups to be Launched	Number of Net New Jobs	Average Wage of New Jobs
Year 1	\$80,000	4	1	\$40,000
Year 2			2	\$50,000
Year 3	\$80,000	4	1	\$60,000
Year 4			2	\$50,000
Year 5	\$80,000	4	1	\$60,000
Total	\$240,000	12	7	\$360,000

Describe the assumptions and methodology used to project the economic impact above:

The methodology used to project economic impact is not backed by empirical data and easily forecastable with a high degree of accuracy, but rather extrapolates from a proven model based upon grant programs and the paradigm shift in workforce development toward co-working. In year 1, MOBEC grant funds would partially be deployed by hiring an Executive Director for Market Center of Ideas (aka Velocity Lee's Summit). Volunteer efforts to grow Velocity Lee's Summit have been and are expected to remain at the heart of the mission to retain, attract and grow jobs in Lee's Summit. However, the group needs administrative capacity now. Through a mutual understanding with Bridge Space, a co-working space in Lee's Summit, Velocity expects to hire an administrative director and split compensation responsibilities with Bridge Space. Also in year 1, Velocity would deploy a portion of MOBEC grant funds to partner with Digital Sandbox in Lee's Summit dedicated grants program. Digital Sandbox has proven multiple times, through its repeatable business model and having similarly partnered with other Kansas City metropolitan cities, that it can efficiently provide proof-of-concept resources to entrepreneurs and rapidly growing businesses in need of funding. Designed to assist Lee's Summit entrepreneurs in scaling their businesses for growth, a long-term Velocity Lee's Summit and Digital Sandbox program partnership is expected to develop. Through bi-annual programs designed to provide early-stage Lee's Summit entrepreneurs with co-working space and financial resources for concept development, we expect a number of net new jobs to be created. Specifically in years 2 and 4 and as latent consequence of years 1 and 3 Velocity and Digital Sandbox programs, we expect at least two full-time jobs to be spawn from what will be four \$20,000 program grant recipients. Estimated wage of new jobs is \$50,000, exclusive of and beyond the actual entrepreneurs themselves choosing to retain their businesses in Lee's Summit. Years 3 and 5 would be our second and third Digital Sandbox partnership program years. In each instance, we indicate four investment grade start-ups to be launched, similar to year 1. All start-ups would office and remain in Lee's Summit co-working facilities such as Bridge Space, but also in potential partnership with our educational institutions like Missouri Innovation Campus and MCC-Longview. In addition to the aforementioned, through Velocity's relevant entrepreneurial content themed events, programming, mentoring, sponsorships, and cross pollenating to collaborate with our educational institutions, we provide regular forum for community stakeholders to collaborate. In and of itself, that fosters momentum and serves as catalyst to advance job development and retention in Lee's Summit.



## Packet Information

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**File #:** BILL NO. 18-06, **Version:** 1

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AN ORDINANCE APPROVING THE SCHEDULE OF FUEL DISCOUNTS FOR FUEL SALES AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (F&BC 1-8-18)

Key Issues:

- Fuel pricing and volume discounts are a major consideration when choosing to use an Airport and are used to attract and retain customers.
- The current Fuel Discount Program was implemented in 2014 and was designed to meet the needs of based aircraft that were capable of using a 4,000ft long runway.
- The Airport estimates that due to more corporate aircraft using the longer runway, the average Jet-A transaction will increase from the current 128 to 300-499 gallons per transaction.
- The Airport's Fuel Discount Program needs to be updated to reflect the change in customers using the Airport.

Proposed Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING THE SCHEDULE OF FUEL DISCOUNTS FOR FUEL SALES AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE SCHEDULE OF FUEL DISCOUNTS FOR FUEL SALES AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Background:

The Airport is anticipating growth in Business and General Aviation aircraft using the Airport with runway 18/36 lengthened to 5501ft. Fuel prices and available discounts are a consideration when choosing to use an airport. The current Fuel Discount Program was implemented in 2014 and was designed around customers who primarily purchased 100LL and Jet-A for aircraft capable of using a 4,000 ft. runway.

The purpose of this program is to provide customers with fuel discount incentives to purchase more gallons of fuel per transaction. Today the average Jet-A transaction is 128 gallons and staff expects the average Jet-A transaction to increase to 300-499 gallons per transaction. In some cases, the Airport will be servicing aircraft capable of purchasing over 1500 gal. per transaction. The current fuel discount program only offers discounts up to 550 gallons per transaction. Because the Airport will be servicing a wider variety of Business Aviation aircraft capable of using a 5,501ft runway, the Fuel Discount Program needs to be updated to meet the needs of these new customers.

Impact/Analysis:

Airport Fuel Discount programs are widely used in the Aviation industry as a marketing and customer

retention tool. Currently, the Airport discounts approximately 70% of all fuel sold, which is consistent across the industry. Staff expects our total percentage of fuel discounted to increase as Jet-A sales increase with new traffic. Jet-A sales represent 38% of the total fuel sold and staff anticipates this percentage to increase. Jet-A sales will eventually exceed Avgas 100LL sales.

Contract Fuel is a program used by jet aircraft operators and Fixed Based Operators (FBO's) to simplify the day-to-day purchasing of Jet-A fuel. Contract Fuel has several benefits for FBO's, pilots, and corporate flight departments. Because flight departments purchase thousands of gallons per year, a Contract Fuel program allows operators to negotiate rates with fuel suppliers such as Avfuel. In return, these flight departments use Avfuel branded FBO's (like the Lee's Summit Airport) across the country to purchase fuel. To attract these high volume customers, an FBO's Contract Fuel discounts are normally 10 to 15 cents greater than the normal discounted rates. The Lee's Summit Airport will be providing a 15 cent discount beyond the normal discount rate. This discount is consistent, and better in some cases, when compared to other Airports in the area. Another benefit to promoting the Contract Fuel program is that the Airport does not pay most of the normal credit card payment processing fees on Contract Fuel sales. On average, the Airport pays between 2-4% on credit card transactions. This year the Airport is projected to spend \$17,000 in credit card fees. Staff expects that if implemented the majority of discounts will be from transient per transaction and Contract Fuel in the 300-499 gallons per transaction range.

Between January 1 and October 15, 2017, the Airport sold 48,325 gallons of Jet-A. A total 29,675 gallons or 61% received discounts (see attached Exhibit B).

Presenter: Joel Arrington, Assistant Airport Manager

Recommendation:

Staff recommends approval of AN ORDINANCE APPROVING THE SCHEDULE OF FUEL DISCOUNTS FOR FUEL SALES AT THE LEE'S SUMMIMT MUNICIPAL AIRPORT

Committee Recommendation: BOAC was unable to take action on this item due to a lack of quorum at their December 11 meeting.

Finance and Budget Committee: ACTION: A motion was made by Vice Chair Edson, seconded by Alternate DeMoro that this Ordinance be recommended for approval to the City Council. Motion passed 3 "Aye" (Councilmembers Binney, Edson and DeMoro) and 2 "Absent" (Councilmembers Mosby and Faith.)

**BILL NO. 18-06**

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AN ORDINANCE APPROVING THE SCHEDULE OF FUEL DISCOUNTS FOR FUEL SALES AT THE LEE'S SUMMIT MUNICIPAL AIRPORT

WHEREAS, City Council has previously approved the Lee's Summit Airport ("Airport") fuel sale prices and most recently approving such fuel sale prices on September 25, 2014; and,

WHEREAS, the Airport sells fuel to users of the facilities and has in the past permitted a discount for certain volumes of purchases; and,

WHEREAS, a new schedule of fuel pricing for single transactions and which includes discounts for certain volume purchasers who purchase a set number of gallons within a 30 day period is ready for consideration; and

WHEREAS, the City Council finds that the proposed schedule of fuel pricing including discounts for certain volume purchasers is appropriate and necessary to provide sufficient revenue for fuel operations at the Airport.

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

SECTION 1. That the schedule of fuel pricing including discounts for volume purchasers, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth, be and hereby is approved.

SECTION 2. That the City Manager and Airport Manager shall implement said fuel pricing as approved by the Council.

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

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

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

**BILL NO. 18-06**

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APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel, Infrastructure and Planning  
*Nancy K. Yendes*

**Existing Jet-A Fuel Discount Structure**  
**Gallons/Transaction Only Jet-A Discount**

	Gallons/Transaction	Discount	*Contract Fuel Discount
Transient	Based	\$0.14	\$0.50
	1-149	\$0.00	\$0.30
	150-249	\$0.10	\$0.30
	250-349	\$0.13	\$0.30
	350-449	\$0.15	\$0.30
	Greater than 550	\$0.25	\$0.30



**Proposed Changes to the Jet-A Fuel Discount Structure**  
**Gallons/Transaction Only Jet-A Discount**

	Gallons/Transaction	Discount	*Contract Fuel Discount
Transient	Based	\$0.14	\$0.50
	1-299*	\$0.00	\$0.15
	300-499**	\$0.10	\$0.25
	500-999	\$0.20	\$0.35
	Greater than 1,000	\$0.30	\$0.45

\*Current YTD Average Transaction 128 gal.

\*\*Estimated Future Average Transaction 300-499 gal

**Existing Monthly Volume Jet-A Discounts**

Gallons/MO	Discount	*Contract Fuel Discount
250-349	\$0.18	\$0.30
350-449	\$0.20	\$0.30
Greater than 450	\$0.25	\$0.30



**Recommended Monthly Volume Jet-A Discounts**

Gallons/MO	Discount	*Contract Fuel Discount
2,001-2,999	\$0.40	\$0.55
3,000-4,499	\$0.50	\$0.65
4,500-8,999	\$0.60	\$0.75
Greater than 9,000	\$0.70	\$0.85

**Discounts Given Between Jan 1 thru Oct 15 2017**

	<b>Gal./Transaction</b>	<b>Discount Rate</b>	<b>Gal. Discounted</b>	<b>Total Dollars</b>
C F	NA	\$0.50	17,657	\$8,828.50
	NA	\$0.30	7,693	\$2,307.90
Transient	1-149	\$0.00	18,650	\$0.00
	150-249	\$0.10	1,176	\$117.60
	250-349	\$0.13	2,038	\$264.94
	350-449	\$0.15	1,111	\$166.65
	Greater than 550	\$0.25	0	\$0.00
Total Discounted Gallons			29,675	\$ 11,685.59



BOARD OF AERONAUTIC COMMISSIONERS

# LEE'S SUMMIT

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December 11, 2017

Chairman Faith and members of the Public Works Committee,

As Chairman of the Board of Aeronautic Commissioners (BOAC), I respectfully request the Public Works Committee's consideration of the packet items which had been scheduled to be considered by the BOAC on Dec. 10.

BOAC tried to meet at its regularly scheduled time of 7 p.m. on Monday, Dec. 10, but the meeting could not be held due to a lack of quorum. Due to the time sensitivity of the packet items, I request the Public Works Committee hear the packet items as scheduled and make its recommendations to the full City Council.

Thank you for your consideration, and if you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Phill Mall".

Phill Mall  
Chairman, Board of Aeronautic Commissioners

## Packet Information

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**File #:** BILL NO. 18-07, **Version:** 1

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AN ORDINANCE APPROVING AMENDMENT TO FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT TO FACILITATE INSTALLATION OF NEW STREETLIGHTS BY THE CITY OF LEE'S SUMMIT; AND AUTHORIZING FURTHER ACTIONS RELATED THERETO. (F&BC 1-8-18)

### Proposed Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING AMENDMENT TO FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT TO FACILITATE INSTALLATION OF NEW STREETLIGHTS BY THE CITY OF LEE'S SUMMIT; AND AUTHORIZING FURTHER ACTIONS RELATED THERETO.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING AMENDMENT TO FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT TO FACILITATE INSTALLATION OF NEW STREETLIGHTS BY THE CITY OF LEE'S SUMMIT; AND AUTHORIZING FURTHER ACTIONS RELATED THERETO.

### Key Issues:

- Strother Interchange TDD funding provided for Street Lighting Replacement on Ralph Powell Road
- City's intends to replace private street lighting on behalf of the TDD with City street lighting using TDD Funds.
- City to assume ownership and maintenance of street lighting on Ralph Powell Road; and the TDD to absolve ownership of street lighting on Ralph Powell Road.
- Upon transfer of street lighting responsibility from TDD to City, the TDD has no remaining obligations or maintenance expenses; the TDD may be terminated.

### Background:

The Strother Interchange Transportation Development District (TDD) was created in January, 2000. The TDD imposed a one-half percent (0.5%) sales tax ("TDD Sales Tax") as approved by the qualified voters within the TDD for purposes of financing the District's road improvement project. The TDD Sales Tax became effective on May 1, 2000 and has a term of 35 years from its effective date unless earlier terminated as permitted under the TDD Act.

The I-470 Community Improvement District (CID) was created in February, 2007 by City Council Ordinance No. 6340.

The TDD, the City, the CID, Atcheson, Haas, L.L.C., and Ralph Powell Road Development, L.L.C. entered into the

First Amended and Restated Cooperative Agreement dated March 8, 2007 (“Cooperative Agreement”) to establish their respective rights and obligations regarding the financing, design, and construction of the Public Road Improvements.

RPWC Holdings, LLC is the successor entity to (a) Atcheson, Haas, L.L.C., which was terminated by the Articles of Termination filed with the Missouri Secretary of State on December 30, 2014, and (b) Ralph Powell Road Development, L.L.C., which was terminated by the Articles of Termination filed with the Missouri Secretary of State on January 22, 2015.

The TDD issued bonds in 2001, 2004, and 2006 for the various road improvements and related costs. All bonds were redeemed and paid prior to stated maturity. The last of the outstanding bonds were redeemed in May, 2017.

The Public Road Improvements are complete and the TDD has no outstanding project financing obligations under the Cooperative Agreement or the First Amended and Restated Cooperative Agreement as they presently read.

As part of the Public Road Improvements, the TDD caused the installation of approximately 32 streetlights within the public right-of-way of Ralph Powell Road generally between Woods Chapel Road on the north and Strother Road on the south. The installed streetlights were not of material and/or standards consistent with the City’s owned and maintained inventory. Consequently, the streetlights have remained assets in private ownership, not the City’s, and the TDD has paid for, and continues to pay for, the operation and maintenance of the streetlights. The City has adopted and amended standards for streetlights subsequent to the TDD’s installation of the 32 streetlights along Ralph Powell Road. The TDD desires to transfer ownership and maintenance of said streetlights to City and now wishes to upgrade those streetlights to current City standards as a City imposed condition of ownership transfer.

The parties desire to amend the Cooperative Agreement to provide for (a) the expenditure of TDD Sales Tax revenue to fund a streetlight replacement project to be implemented by the City, and (b) the transfer of ownership and maintenance responsibilities for the streetlights and related improvements to be installed in connection with the streetlight replacement project to the City.

The amendment to the First Amended and Restated Cooperative Agreement must also be approved by the other parties to the Agreement, the Strother Interchange Transportation Development District board and the I-470 Community Improvement District board. The board of the Strother Interchange Development District approved the amendment by resolution on December 18, 2017. It is anticipated that the amendment will be improved by the CID within the next few weeks.

Impact/Analysis:

The estimated cost of the Streetlight Replacement Project is \$386,000 which will be paid by the City and then reimbursed from the Strother Interchange TDD. It is anticipated that the Strother Interchange TDD will then be terminated upon full reimbursement. The TDD is expected to generate approximately \$255,000 within 12 months and has an existing fund balance of approximately \$224,319. . The City will assume ownership and maintenance responsibilities for the streetlights.

Presenter: Bette Wordelman

Committee Recommendation: A motion was made by Alternate DeMoro, seconded by Vice Chair Edson that

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**File #:** BILL NO. 18-07, **Version:** 1

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this Ordinance be recommended for approval to the City Council. Motion passed 3 "Aye" (Councilmembers Binney, Edson and DeMoro) and 2 "Absent" (Councilmembers Mosby and Faith.)

## **BILL NO. 18-07**

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AN ORDINANCE APPROVING AMENDMENT TO FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT TO FACILITATE INSTALLATION OF NEW STREETLIGHTS BY THE CITY OF LEE'S SUMMIT; AND AUTHORIZING FURTHER ACTIONS RELATED THERETO.

WHEREAS, the Strother Interchange Transportation Development District (District) was created on January 21, 2000 to undertake the design and construction of Public Road Improvements within the District; and,

WHEREAS, the District imposed a one-half percent (0.5%) sales tax approved by the qualified voters on taxable sales within the District effective May 1, 2000 for the purpose of financing the District's Public Road Improvements; and,

WHEREAS, the original Cooperative Agreement approved by City Council in 2001, and the First Amended and Restated Cooperative Agreement (Exhibit A) approved by City Council in 2007 established the rights and obligations of the parties regarding the financing, design, and construction of the Public Road Improvements; and,

WHEREAS, the District caused, as part of their obligations established by the First Amended and Restated Cooperative Agreement, the installation of approximately 32 streetlights within the public right-of-way of Ralph Powell Road generally between Woods Chapel Road on the north and Strother Road on the south; and the District has paid for and continues to pay for the operation and maintenance of the streetlights; and,

WHEREAS, the parties to the First Amended and Restated Cooperative Agreement desire to amend the Agreement to provide for (a) the expenditure of TDD Sales Tax revenue to fund a streetlight replacement project to be implemented by the City, and (b) the transfer of ownership and maintenance responsibilities for the streetlights and related improvements to be installed in connection with the streetlight replacement project to the City;

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

Section 1. That the Amendment to the First Amended and Restated Cooperative Agreement in substantially the form attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and the Mayor is authorized to execute the same in compliance with Exhibit A on behalf of the City of Lee's Summit, Missouri, provided that said Amendment is approved by the Strother Interchange Transportation Development District board and the I-470 Community Improvement District board.

Section 2. That this Ordinance shall be in full force and effect from and after the date of its passage.

**BILL NO. 18-07**

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PASSED by the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

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

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel, Infrastructure and Planning  
*Nancy K. Yendes*

**AMENDMENT TO FIRST AMENDED AND RESTATED  
COOPERATIVE AGREEMENT**

**THIS AMENDMENT TO FIRST AMENDMENT AND RESTATED COOPERATIVE AGREEMENT** (the “Amendment”) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and among **RPWC HOLDINGS, LLC**, a Missouri limited liability company (“Developer”), **THE CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri constitutional charter city and political subdivision (“City”), **THE STROTHER INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT**, a Missouri transportation development district and political subdivision (“TDD”), and the **I-470 COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district and political subdivision (“CID”).

**RECITALS**

A. The TDD is a Missouri Transportation Development District and a political subdivision of the State of Missouri created pursuant to the TDD Act and the judgment of the Circuit Court of Jackson County, Missouri at Independence, in Case No. 99-CV-222085 entered on January 21, 2000.

B. The City is a Missouri constitutional charter city and political subdivision of the state of Missouri and is the “local transportation authority” under the TDD Act.

C. The CID is a Missouri Community Improvement District and a political subdivision of the state of Missouri created pursuant to the CID Act and Ordinance No. 6340 adopted by the City Council on February 1, 2007.

D. The TDD, the City, the CID, Atcheson, Haas, L.L.C., and Ralph Powell Road Development, L.L.C. entered into the First Amended and Restated Cooperative Agreement dated March 8, 2007 and recorded as Document No. 2007E0034452 (“Cooperative Agreement”) to establish their respective rights and obligations regarding the financing, design, and construction of the Public Road Improvements.

E. The Developer is the successor entity to (a) Atcheson, Haas, L.L.C., which was terminated by the Articles of Termination filed with the Missouri Secretary of State on December 30, 2014 as Document No. LC0014095, and (b) Ralph Powell Road Development, L.L.C., which was terminated by the Articles of Termination filed with the Missouri Secretary of State on January 22, 2015 as Document No. LC0675085.

F. The TDD imposes a one-half percent (0.5%) sales tax (“TDD Sales Tax”) as approved by the qualified voters within the TDD pursuant to the TDD Act. The TDD Sales Tax became effective on May 1, 2000 and has a term of 35 years from and after its effective date unless earlier terminated as permitted under the TDD Act.

G. The TDD issued bonds (“2001 Bonds”) on November 2, 2001, to fund a portion of the Public Road Improvements. On January 1, 2004, the TDD issued refunding and project

bonds (“2004 Bonds”) to refund the 2001 Bonds and to fund the environmental analysis and engineering design of an interchange of Woods Chapel Road and I-470 (“Interchange”). The 2004 Bonds also funded an operating reserve fund for the TDD. On August 30, 2006, the TD issued bonds (“2006 Bonds”) to fund additional Public Road Improvements and to fund further design of the Interchange.

H. On March 11, 2009, the TDD exercised its option to redeem and pay, without premium, the outstanding 2004 Bonds in full prior to stated maturity. On March 21, 2017, the TDD notified the bond trustee of the TDD’s decision to exercise its option to redeem and pay, without premium, the outstanding 2006 Bonds in full prior to stated maturity. The 2006 Bonds were redeemed in full on May 1, 2017.

I. The Public Road Improvements are complete and the TDD has no outstanding project financing obligations under the Cooperative Agreement or the First Amended and Restated Cooperative Agreement as they presently read.

J. As part of the Public Road Improvements, the TDD caused the installation of approximately 32 streetlights within the public right-of-way of Ralph Powell Road generally between Woods Chapel Road on the north and Strother Road on the south and the TDD has paid for, and continues to pay for, the operation and maintenance of the streetlights.

K. The parties desire to amend the Cooperative Agreement to provide for (a) the expenditure of TDD Sales Tax revenue to fund a streetlight replacement project to be implemented by the City, and (b) the transfer of ownership and maintenance responsibilities for the streetlights and related improvements to be installed in connection with the streetlight replacement project to the City.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Amendment and other good and valuable mutual consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Capitalized Terms. Except as otherwise defined in this Amendment, capitalized terms shall have the meaning given to them in the Cooperative Agreement.
2. Acceptance of Developer Road Improvements. The City confirms and acknowledges that the Developer Road Improvements are complete and that the City has accepted title to, ownership of, and the responsibility for maintenance of the Developer Road Improvements.
3. Amendment of Cooperative Agreement. The Cooperative Agreement is hereby amended to add the following Sections 3.07 and 3.08:

### **Section 3.07 Streetlight Improvements.**

A. Subject to the availability and payment of TDD Sales Tax Revenue by the District as described below, the City shall implement a project for the replacement of the existing streetlights and related improvements within the public right-of-way of Ralph Powell Road generally between Woods Chapel Road on the north and Strother Road on the south (“Streetlight Improvements”), including: (a) preparation of plans and specifications for the removal and disposal of the existing streetlights and the installation of new streetlights and related improvements in accordance with the standards and requirements of the Public Works Department for arterial and commercial collector roads in the City; and (b) solicitation of bids for construction of the Streetlight Improvements.

B. The City, utilizing its standard policies and procedures for public infrastructure improvements, shall self perform and/or contract for such engineering, survey, legal, and other professional service consultants for the design and construction of the Streetlight Improvements as the City deems necessary or desirable in accordance with this Contract and applicable laws (the "Professional Services Contracts") and provide a copy of the Professional Services Contracts or City personnel charges to the Streetlight Improvement project to the DistrictTDD.

C. The City, utilizing its standard policies and procedures for public infrastructure improvements, shall select and contract for such construction contractor services as the City deems necessary or desirable in accordance with this Contract and applicable laws (the "Construction Services Contract") and provide a copy of the Construction Services Contract to the DistrictTDD.

D. The City shall perform inspection and construction management services during construction of the Streetlight Improvements and shall, among other things, monitor prevailing wage reports submitted by contractors and ensure compliance with state prevailing wage laws, review all invoices and change orders received from contractors and submit them to the DistrictTDD for approval, administer payment of all approved invoices and changes orders and obtain lien waivers from contractors, and inspect the construction in progress and verify that the improvements are being constructed in accordance with the approved plans and specifications. Prior to commencing such services, the City shall provide to the DistrictTDD a statement specifying the scope of work to be performed by the City and the cost for such services for prior written approval by the DistrictTDD.

E. At such time as the plans and specifications for the Streetlight Improvements are complete, the City has entered into the Professional Services Contracts and the Construction Services Contract, and delivered its statement of fees for inspection and construction management services, the City shall notify the DistrictTDD of the cost of the Streetlight Improvements (“Streetlight Improvements Expense”). Within thirty (30) days after receipt of the notice from the City, the DistrictTDD shall pay to the City TDD Sales Tax Revenue funds in an amount equal to the Streetlight Improvements Expense. Upon receipt of the TDD Sales Tax Revenue, the City shall use such funds for the Streetlight Improvements.

F. If there are any change orders or modifications to the contracts affecting the cost of any item set forth in Section 3.07 after approval by the DistrictTDD in an amount in excess of the Streetlight Improvement Expense, the City shall present a summary of the change orders to the DistrictTDD for approval before commencement of any work or services related to such change orders and the DistrictTDD shall provide payment to the City TDD Sales Tax Revenue funds in an amount equal to the Streetlight Improvements Expense within thirty (30) days after receipt of the change order from the City. The City may present the DistrictTDD with an estimated cost in advance of any work and if the DistrictTDD should pay such estimate it shall be deemed to have performed its obligations with respect to the First Amended and Restated Cooperative Agreement upon acceptance by the City of such payment.

G. Upon completion of the Streetlight Improvements, title to the Streetlight Improvements shall be vested in the name of the City and the City shall accept ownership of and maintenance responsibility for the Streetlight Improvements.

**Section 3.08 Surplus District Funds.** After the DistrictTDD has completed its funding obligations for the Streetlight Improvements, the DistrictTDD intends to initiate the process to abolish the DistrictTDD pursuant to Section 238.275 of the TDD Act. To the extent the DistrictTDD has any remaining Sales Tax Revenue funds when the DistrictTDD has satisfied the abolishment requirements, the City is entitled to such funds under the TDD Act for its further use and disposition. The City shall use the DistrictTDD's surplus funds for public infrastructure improvements within the boundaries of the DistrictTDD on such projects as the City may deem reasonable or necessary.

4. City and District Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or Public Works Director or their designee without the necessity of any action by the City Council. The City Manager or Public Works Director, at their discretion, may seek the advice or consent of the City Council for any requested approval. Unless specifically provided to the contrary herein, all approvals of the DistrictTDD hereunder may be given by the Chairman or his designee without the necessity of any action by the Board of Directors. The Chairman, at his discretion, may seek the advice or consent of the Board of Directors for any requested approval.

5. Further Cooperation. The parties agree to work together and to promptly approve all matters subject to the approval of any individual party under this Contract to achieve completion of the Streetlight Improvements in an efficient and expedited manner.

6. Other Terms Unchanged. All of the terms of the Cooperative Agreement and First Amended and Restated Cooperative Agreement shall remain in full force and effect, except as modified and amended by this Amendment.

7. Execution of Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF LEE'S SUMMIT, MISSOURI

By: \_\_\_\_\_  
Randall Rhoads, Mayor

ATTESTED:

\_\_\_\_\_  
Trish Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Yendes, Assistant City Attorney

THE STROTHER INTERCHANGE  
TRANSPORTATION DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Michael D. Atcheson, Executive Director

RPWC HOLDINGS, LLC

By: \_\_\_\_\_  
Michael D. Atcheson, Member

I-470 COMMUNITY IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
Jay Burchfield, Chairman

**FIRST AMENDED AND RESTATED  
COOPERATIVE AGREEMENT**

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**AMONG**

**ATCHESON, HAAS, L.L.C.,  
RALPH POWELL ROAD DEVELOPMENT, L.L.C.,  
THE CITY OF LEE'S SUMMIT, MISSOURI,  
THE STROTHER INTERCHANGE  
TRANSPORTATION DEVELOPMENT DISTRICT**

**AND**

**THE I-470 COMMUNITY IMPROVEMENT DISTRICT**

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*March 8*, 2007

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## FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT

This First Amended and Restated Cooperative Agreement is entered on the 24<sup>th</sup> day of March, 2007, by **ATCHESON, HAAS, L.L.C.**, a Missouri limited liability company, **RALPH POWELL ROAD DEVELOPMENT, L.L.C.**, **THE CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri constitutional charter city and political subdivision, **THE STROTHER INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT**, a Missouri transportation development district and political subdivision, and the **I-470 COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district and political subdivision.

### RECITALS

A. The TDD is a Missouri Transportation Development District and a political subdivision of the State of Missouri created pursuant to the Missouri Transportation Development District Act and the judgment of the Circuit Court of Jackson County, Missouri at Independence, in Case No. 99-CV-222085 entered on January 21, 2000. The stated purpose of the TDD is to undertake the design and construction of the Public Road Improvements.

B. The TDD has imposed a one-half cent TDD Sales Tax in accordance with TDD Act. The TDD Sales Tax is imposed and collected within the boundaries of the TDD.

C. On December 7, 2000, the City Council by Ordinance No. 5070, adopted and approved the Chapel Ridge Tax Increment Financing Plan ("Original TIF Plan").

D. On March 1, 2001, the City Council by Ordinance No. 5113, approved the Tax Increment Financing Contract, related to the Original TIF Plan (the "Original TIF Contract"), between the City and the Developer.

E. Pursuant to the City Council's Ordinance No. 5114, passed on March 1, 2001, the City approved the Cooperative Agreement and subsequently approved the First Amendment to

Cooperative Agreement, dated August 27, 2001 (as amended, the "Original Cooperative Agreement") under which the City has agreed to pay the tax increment financing revenue received pursuant to the TIF Plan to pay debt service on the TDD Obligations.

F. On August 6, 2001, the Board of Directors passed Resolution No. 2001-03, authorizing the District to issue and to sell the TDD obligations and to use the proceeds of the TDD Obligations to pay TDD Costs and to fund the establishment of certain funds for the TDD Obligations.

G. On July 27, 2006, the City Council adopted Ordinance No. 6227, which approved the First Amended and Restated Chapel Ridge Tax Increment Financing Plan, which replaced the Original TIF Plan.

H. On December 16, 2006, the City Council adopted Ordinance No. 6319, which approved the TIF Contract for the TIF Plan, and replaced the Original TIF Contract between the City and the Developer.

I. Pursuant to the TIF Plan and the TIF Contract, the City and the Developer agreed that the Developer would use its best efforts to ensure that the TDD would contract for the design and construction of the Public Road Improvements and issue bonds to pay the cost of the design and construction of the Public Road Improvements and related expenses, all in accordance with the terms of this Agreement.

J. By Ordinance No. 6340, adopted by the City Council on February 1, 2007, the City approved the creation of the CID. The boundaries of the CID include substantial portions of the proposed interchange at I-470 and Strother Road.

K. The CID, pursuant to Resolution 2007-05, imposed a one percent sales tax, contingent upon approval by the City, which approval was granted by the City by Ordinance No. 6340, all in accordance with the CID Act.

L. The Developer, the City, the CID and the TDD have determined that it is appropriate that any excess revenue not required to pay for TDD Costs or the costs of debt service related to any bonds issued by the TDD to finance the TDD Costs should be pledged to the CID or City or to the bond trustee of the TIF Obligations to assist in financing the Public Road Improvements that have been authorized by the TDD and the City pursuant to this Cooperative Agreement.

M. This Cooperative Agreement amends and replaces the Original Cooperative Agreement.

## **AGREEMENT**

### **ARTICLE I** **DEFINITIONS**

**Section 1.01 Definition of Words and Terms.** The following capitalized words and terms, as used in this Agreement, shall have the meanings described below.

A. **CID:** The I-470 Community Improvement District, a Missouri community improvement district and political subdivision.

B. **CID Act:** The Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo.

C. **CID Agreement:** The Cooperative Agreement among Wilgate Development, L.L.C, the City, the TDD and the CID, dated March 8, 2007.

D. **CID Obligations:** Bonds, debentures, loans, notes, special certificates or other evidences of indebtedness issued by the CID to finance all or any portion of the approved CID costs, to finance the cost of issuing such obligations, to establish reserves or to refund or secure such obligations, to finance the interest costs associated with such obligations or to refund, redeem or defease outstanding obligations.

E. CID Sales Tax: A sales tax of one percent on sales at retail within the CID which shall be levied by the CID pursuant to the CID Act.

F. City: The City of Lee's Summit, Missouri.

G. City Council: The governing body of the City.

H. Code: The Internal Revenue Code.

I. Commission: The Tax Increment Financing Commission of Lee's Summit, Missouri.

J. Cooperative Agreement or Agreement. This amended and restated cooperative agreement.

K. Developer: Collectively, Atcheson, Haas, L.L.C., a Missouri limited liability company, and Ralph Powell Road Development, L.L.C. and their successors and assigns.

L. Developer Road Improvements: the Public Road Improvements that are within the Redevelopment Area and are to be constructed by the Developer, which includes: (a) the realignment and improvement of Ralph Powell Road to a four-lane parkway, with a grass median and appropriate turn lanes, from Woods Chapel Road on the north to Strother Road on the south; (b) the addition of a traffic signal at the intersection of Woods Chapel Road and I-470; and (c) the design and construction of Northeast Akin Drive, Northeast Akin Terrace, Northeast Meadowview Drive, Northeast Lone Hill Road and other public streets within the Redevelopment Project Area.

M. Economic Activity Taxes: Economic activity taxes as defined in the TIF Act.

N. Event of Default: Any event specified in Article VIII of this Agreement.

O. MoDOT: The Missouri Department of Transportation and/or the Missouri Highways and Transportation Commission.

P. Obligations: The CID Obligations, TDD Obligations and the TIF Obligations, if any.

Q. Payments in Lieu of Taxes: Payments in lieu of taxes as defined in the TIF Act.

R. Public Road Improvements: (a) the realignment and improvement of Ralph Powell Road to a four-lane parkway, with a grass median and appropriate turn lanes, from Woods Chapel Road on the north to Strother Road on the south; (b) the realignment and improvement of Strother Road to four lanes, with appropriate turn lanes, from the new interchange with I-470 on the east to a point west of Strother Road's intersection with the realigned Ralph Powell Road on the west, and the redesign, relocation and improvement of Strother Road's intersection with Independence Avenue; (c) the addition of a traffic signal at the intersection of Woods Chapel Road and I-470; (d) the design and construction of a new interchange for Strother Road at I-470 and such other road improvements as are required by MoDOT to be part of the Public Road Improvements; (e) the design and construction of a new road, approximately two and one-half miles in length, located east of I-470 and connecting Woods Chapel Road on the north and Rice Road at Leinweber Road south of Strother Road and with Colbern Road on the south; and (f) the design and construction of Northeast Akin Drive, Northeast Akin Terrace, Northeast Meadowview Drive, Northeast Lone Hill Road and other public streets within the Redevelopment Project Area;

S. Public Works Department: The Public Works Department of the City.

T. Redevelopment Area: The redevelopment areas established pursuant to the TIF Plan.

U. Redevelopment Project: The redevelopment project to be constructed by the Developer pursuant to the TIF Plan.

V. Reimbursable Project Costs: The redevelopment project costs identified in Exhibit 4 to the TIF Plan, plus interest and financing costs.

W. RSMo. The Revised Statutes of Missouri, as amended.

X. Special Allocation Fund: The fund created pursuant to the TIF Act for the TIF Plan into which the City shall deposit Economic Activity Taxes and Payments in Lieu of Taxes pursuant to the TIF Plan.

Y. TDD: The Strother Interchange Transportation Development District, a Missouri transportation development district and political subdivision of the State of Missouri.

Z. TDD Act: The Missouri Transportation Development District Act, Section 238.200 to 238.275, RSMo.

AA. TDD Costs: The costs of the Public Road Improvements.

BB. TDD Obligations: Bonds, debentures, loans, notes, special certificates or other evidences of indebtedness issued by the TDD to finance all or any portion of the TDD Costs, to finance the cost of issuing such obligations, to establish reserves or to refund or secure such obligations, to finance the interest costs associated with such obligations or to refund, redeem or defease outstanding obligations.

CC. TDD Sales Tax: The one-half cent sales tax imposed by the TDD within its boundaries pursuant to the TDD Act.

DD. TDD Sales Tax Revenue: The revenue generated by the TDD Sales Tax.

EE. TIF Act: The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, RSMo.

FF. TIF Contract: The contract between the City and the Developer concerning implementation of the TIF Plan, dated December 19, 2006.

GG. TIF Obligations: Bonds, debentures, loans, notes, special certificates or other evidences of indebtedness issued by the TIF to finance all or any portion of Reimbursable Project Costs, to finance the cost of issuing such obligations, to establish reserves or to refund or secure such obligations, to finance the interest costs associated with such obligations or to refund, redeem or defease outstanding obligations.

HH. TIF Plan: The First Amended and Restated Chapel Ridge Tax Increment Financing Plan, approved by the City Council by Ordinance No. 6227.

II. TIF Revenue: Economic Activity Taxes and Payments in Lieu of Taxes.

## ARTICLE II COLLECTION OF FUNDS

**Section 2.01 Collection of TDD Sales Tax.** The TDD shall collect the TDD Sales Tax within the TDD in accordance with the TDD Act. Pursuant to the TIF Act and the TIF Plan, one-half (1/2) of the TDD Sales Tax which is generated within the Redevelopment Area will be captured as Economic Activity Taxes and deposited by the City into the Special Allocation Fund.

## ARTICLE III DESIGN AND CONSTRUCTION OF DEVELOPER ROAD IMPROVEMENTS

**Section 3.01 Approval of Preliminary Plans and Specifications.** Once completed, the TDD shall submit preliminary plans and specifications for the Developer Road Improvements to the Public Works Department for approval. The Public Works Department shall within 30 days after receiving the preliminary plans and specifications approve such preliminary plans and specifications or provide written comments concerning required changes. The TDD shall then cause the preliminary plans and specifications to be changed in accordance with the Public Works Department's comments and resubmit the preliminary plans and specifications in accordance with this Section 3.01 or finalize the plans and specifications as approved.

**Section 3.02 Approval Prior to Construction.** Construction of the Developer Road Improvements shall not commence until final plans and specifications for all or the appropriate portion of the Developer Road Improvements are approved by the Public Works Department and an appropriate construction permit is issued by the City.

**Section 3.03 Construction of Developer Road Improvements.** Following approval of plans and specifications for all or a portion of the Developer Road Improvements, the TDD will solicit bids for construction of all, or the applicable portion, of the Developer Road Improvements. All bids received will be submitted to the Public Works Department for review and comment. Selection of the lowest and best bid and the awarding of the contract to construct all or any portion of the Developer Road Improvements by the TDD shall be subject to approval by the Public Works Department.

**Section 3.04 Completion of Construction.** Upon completion of all or any portion of the Developer Road Improvements, the TDD shall deliver to the City a completion certificate signed by a representative of the contracted entity who completed any such Developer Road Improvements, certifying that: (1) the Developer Road Improvements have been completed in accordance with the final plans and specifications as approved and amended by the Public Works Department in accordance with this Agreement; and (2) all sums due to the contracted entity have been paid.

The TDD shall provide, prior to construction, such payment and performance bonds as required by the City's Design and Construction Manual, and the TDD shall, following completion of construction, obtain from the contractor such warranties and guarantees as City shall normally obtain in its public improvement road projects.

**Section 3.05 Acceptance of Developer Road Improvements.** Following receipt of a completion certificate and prior to the City accepting all or any portion of the Developer Road

Improvements following construction, the TDD shall obtain the approval of the Public Works Department. Such approval by the Public Works Department shall constitute acceptance of ownership and responsibility for maintenance of the Developer Road Improvements.

**Section 3.06. Approval of Reimbursement of TDD Costs.** Reimbursement of TDD Costs that are also Reimbursable Project Costs shall be subject to the requirements of the TIF Contract related to disbursements from the Special Allocation Fund of Reimbursable Project Costs.

**ARTICLE IV**  
**OWNERSHIP AND MAINTENANCE OF DEVELOPER ROAD IMPROVEMENTS**

**Section 4.01 Title to the Project.** Title to the Developer Road Improvements shall be vested in the name of the TDD until the costs of the Developer Road Improvements have been completed pursuant to Section 3.05 of this Agreement and accepted pursuant to Section 3.06 of this Agreement. The TDD shall not assign, transfer, lease or otherwise dispose of its ownership interest in the Developer Road Improvements without first obtaining the prior written consent of the City, except for the assignment to a bond trustee with respect to the issuance of any Obligations. Upon completion of the Developer Road Improvements pursuant to Section 3.05 of this Agreement, and acceptance by the City, all right, title and interest of the TDD in the Developer Road Improvements shall be transferred to the City in the manner provided in the TDD Act and this Agreement. At such time, the TDD agrees to execute and the City agrees to accept such deeds, assignments and other instruments as are necessary to transfer all right, title and interest of the TDD in the Developer Road Improvements and all other income or assets of the TDD to the City.

**Section 4.02 Maintenance of Developer Road Improvements.** The TDD shall maintain the Developer Road Improvements until title to the Developer Road Improvements has been transferred to the City pursuant to Section 4.01 of this Agreement.

**Section 4.03 Insurance Requirements.**

A. The TDD agrees that it will require each contractor to maintain insurance which is approved by the City, and that the City shall be named as an additional insured under each such policy so maintained. Each contractor shall, on request, be required to provide the TDD or its assignees a complete copy of each policy or a certificate thereof which shows that such policies are in full force and effect and that the City is named as an additional insured under such policies.

B. The TDD shall maintain throughout the term of this Agreement a policy of insurance to cover the exceptions for sovereign and governmental immunity set forth in Section 537.600 of the Revised Statutes of Missouri in the maximum amounts set forth in Section 537.610 of the Revised Statutes of Missouri. The TDD shall provide a certificate of such policy to the City naming the City as an additional insured.

**ARTICLE V**  
**FINANCING PUBLIC ROAD IMPROVEMENTS**

**Section 5.01 Issuance of TDD Obligations – Conditions Precedent.** Prior to the issuance of any TDD Obligations, the following conditions shall be met: (1) the TDD shall not be in default of this Agreement; (2) the TDD Sales Tax shall have been imposed; (3) the TDD shall have obtained written approval of the issuance of the TDD Obligations from the City, which approval shall not be unreasonably withheld and (4) the TDD has pledged its revenues to the repayment of the TDD Obligations. Expenditures to be reimbursed pursuant to this Section 5.01 shall be submitted in writing by the TDD or the Developer to the City's Finance Director for City approval prior to reimbursement. The Finance Director shall review, verify and confirm the information included in the written request for reimbursement. The Finance Director may request additional documentation of reimbursement requests, within thirty (30) days of receipt of

written request for reimbursement. If the City determines that the request accurately reflects reasonable reimbursable expenses, City shall approve the request. If the City has not requested additional documentation within thirty (30) days of receipt of a written request for reimbursement and the City has not approved or denied the written request for reimbursement within ninety (90) days of receipt of a written request for reimbursement, the request for reimbursement shall be deemed approved. The City's refusal to approve TDD Obligations shall be reasonable to the extent the City has determined to seek alternative financing methods to finance the Public Road Improvements.

**Section 5.02 Issuance of Obligations – TDD Responsibilities.** At such time as the City has determined that sufficient TDD Sales Tax Revenue and TIF Revenue is available to pay debt service on Obligations issued by the TDD or City under the TIF Contract to finance the reimbursement of the TDD Costs in accordance with contracts approved under the provisions of Article III of this Agreement, the TDD, with the City's prior approval, will issue TDD Obligations for the purpose of funding all, or an appropriate portion of, the TDD Costs. The underwriter for the TDD Obligations shall be selected by the City. The TDD Obligations shall be the obligation and responsibility of the TDD and, except as provided in Section 5.04 of this Agreement, the City shall have no responsibility for such TDD Obligations. Any TDD Obligations shall not be debt, as that term is used and defined in the Missouri Constitution and the Revised Statutes of Missouri, of either the TDD or the City. The terms and conditions of the TDD Obligations, including the assignment of TIF Revenue to the trustee by the TDD, interest rate, costs of issuance, underwriter and other costs, shall be subject to approval by the City, which approval shall not be unreasonably withheld. No TDD Obligations will be issued if Developer or the TDD are in default under this Agreement.

**Section 5.03 Use of TDD Obligation Proceeds.**

A. The net proceeds of the sale of any TDD Obligations shall be paid over to the trustee of such TDD Obligations for the account of the TDD to pay all costs of issuance and to fund a project fund and a capitalized interest fund, if any, and any other funds or accounts as authorized by the City and the TDD and required by the underwriter or trustee of such TDD Obligations.

B. Funds deposited in the project fund shall be disbursed by the trustee upon receipt by the trustee of a request from the TDD at least two business days prior to the date on which such funds are required to pay TDD Costs which have been approved for payment by the TDD and the City, as described in this Agreement.

C. Until such funds are requested by the TDD, the trustee shall invest and reinvest money in the project fund in permissible investments under the controlling trust indenture. Any earnings on such investments shall be deposited in the project fund and may be disbursed by the trustee to pay or reimburse TDD Costs upon receipt of a request in accordance with this Agreement.

D. Upon the receipt of a completion certificate, if applicable, pursuant to Section 3.04 of this Agreement, for Developer Road Improvements funded with the proceeds of TDD Obligations, verification that TDD Costs related to such Developer Road Obligations have been paid, and the completion of the Public Road Improvements and verification that TDD Costs related to such Public Road Improvements have been paid, the TDD shall deliver to the trustee of such TDD Obligations a certificate in writing, stating that the applicable TDD Costs have been paid in full. Upon receipt of such certificate by the trustee, any money then held by the trustee in the project fund shall be transferred by the trustee to the debt service fund to be used for the payment of principal of and redemption premium, if any, on the TDD Obligations through the

payment or redemption thereof at the earliest permissible date under the controlling trust indenture.

E. The parties hereto acknowledge that TDD Obligations, Series 2001, Series 2004 and Series 2006, have been issued pursuant to the Original Cooperative Agreement and were and are being used to fund TDD Costs. The TDD will, with approval from the City, in addition to other obligations set forth herein, pay the engineering consulting firm contracted by the City to provide services for final design for the Public Road Improvements in a total amount not to exceed \$2,000,000, from the Series 2006 TDD Obligations. The City will conduct the day-to-day management and administration of the consulting work.

**Section 5.04 City Payments and Assignment of TIF Revenues.** At such time as TDD Obligations are issued by the TDD to fund reimbursement of TDD Costs paid by the Developer or payment of public road costs for Public Road Improvements which have been reviewed and approved in accordance with Article III of this Agreement, the City will dedicate the TIF Revenue (in such amounts, at such times and upon such terms and conditions as the City determines, in its sole discretion and subject to annual appropriation) which it receives in the Special Allocation Fund, as such revenues are received, as a source of funds for repayment of the TDD Obligations; provided, however, in no event will that portion of TIF Revenue consisting of Economic Activity Taxes be used to fund Developer Road Improvements except such Developer Road Improvements that are located within public easements and rights-of-way and will ultimately be owned and maintained by the City. The City, subject to its right to approve the Developer Road Improvements financed and the terms and conditions of the Obligations, consents to the assignment of TIF Revenue by the TDD to the trustee for the benefit of the owners of any Obligations. The payment of TIF Revenue by the City to the TDD, and the

assignment of those revenues by the TDD and the City to the trustee shall be in accordance with the TIF Plan, the TIF Contract, the TIF Act, the TDD Act and this Agreement.

**ARTICLE VI**  
**FINANCING CID IMPROVEMENTS**

After all Public Road Improvements have been completed and paid for, and after all TDD Obligations have been repaid, the TDD shall pledge such TDD Sales Tax Revenue to the CID, if CID Obligations are issued to assist in the financing of Public Road Improvements which are located within the boundaries of the CID, or to the City, if TIF Obligations are issued, to assist in the financing of the Public Road Improvements which are authorized by the TIF Plan and by the TDD.

**ARTICLE VII**  
**SPECIAL COVENANTS**

**Section 7.01** **Records of the TDD.** The TDD shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with the standards established by the Governmental Accounting Standards Board consistently applied, and will furnish to the City, the original purchasers of any TDD Obligations and the trustee of any TDD Obligations, and to any requesting owner or owners of 10 percent or more in aggregate principal amount of any TDD Obligations then outstanding, such information as they may reasonably request concerning the TDD, including such statistical and other operating information requested on a periodic basis, in order to enable such parties to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the TDD shall furnish annual audited financial statements to the City for each fiscal year no later than June 30 following the end of such fiscal year. Prior to approval by the TDD, the TDD shall also submit the TDD's proposed annual budget to the City for review and comment by the City. For the purposes, all pertinent books,

documents and vouchers relating to its business, affairs and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

**Section 7.02 Records of the City.** The City shall keep and maintain adequate records pertaining to disbursements for reimbursement or payment of the TDD Costs and/or debt service on TDD Obligations. Such records shall be available for inspection by the TDD and the trustee of any outstanding TDD Obligations upon reasonable notice.

**Section 7.03 Tax Covenants.**

A. The parties covenant and agree that they will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on any TDD Obligations under Section 103 of the Code. The parties will use or cause to be used the proceeds of any TDD Obligations as soon as practicable and with all reasonable dispatch for the purpose for which the TDD Obligations are issued, and that they will not directly or indirectly use or permit the use of any proceeds of any TDD Obligations, or take or omit to take any action, that would cause the TDD Obligations to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. The parties will comply with all requirements of Section 148 of the Code to the extent applicable to any TDD Obligations. In the event that at any time the TDD or the City is of the opinion that for purposes of this Section 7.03 it is necessary to restrict or limit the yield on the investment of any money held by any trustee under any trust indenture, the TDD will take such action as may be necessary to limit such yield. The parties further covenant to adopt such resolutions and to take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations,

published rulings and judicial decisions in order to preserve the exclusion from federal gross income of the interest on any TDD Obligations to the extent any such actions can be taken by the parties to this Agreement.

B. Without limiting the generality of the foregoing, the TDD shall pay from time to time all amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code. This covenant shall survive payment in full or defeasance of any TDD Obligations.

C. The TDD covenants that it will: (i) not permit its income to inure to the benefit of any private person; (ii) use the original and investment proceeds of any TDD Obligations solely to pay TDD Costs; and (iii) convey all of its right, title and interest in and to the Public Road Improvements to the City pursuant to Sections 3.05 and 4.01 of this Agreement.

## **ARTICLE VIII** **EVENTS OF DEFAULT**

**Section 8.01 Events of Default.** If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the City to make a payment, or failure by the TDD to make a payment, in a timely manner as required by this Agreement; and the continuance of such failure for five (5) days following written notice from the non-defaulting party of such failure; or

B. Failure by the City, the Developer or the TDD in the performance of any other covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for 60 days after the non-defaulting party or the trustee of any outstanding Obligations has given written notice to the defaulting party specifying such default.

**Section 8.02 Remedies on Default.** Subject to any restrictions contained in the indenture for any outstanding Obligations against acceleration of the maturity of any such Obligations, if any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by

mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

**Section 8.03 Rights and Remedies Cumulative.** The rights and remedies reserved by any party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The CID, the TDD, the Developer and the City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party waives the right to raise such defense in any proceeding in equity.

**Section 8.04 Waiver of Breach.** No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided in this Agreement with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

## **ARTICLE IX** **ASSIGNMENT OF TDD's RIGHTS**

Under the trust indenture governing the issuance of any Obligations, the TDD will, as security for such Obligations, pledge, assign, transfer and grant a security interest in certain of its rights under this Agreement to the trustee. This Agreement and all of the rights, interests, powers, privileges and benefits accruing to or vested in the TDD under this Agreement may be assigned by the TDD to any trustee or trustees as security for Obligations and may be exercised, protected and

enforced for or on behalf of the owners of such Obligations in conformity with this Agreement or the applicable indenture. Any trustee on behalf of the owners of Obligations is given the right to enforce, as assignee of the TDD, the performance of the obligations of the City. This Agreement recognizes that any such trustee will be a third-party beneficiary of this Agreement.

**ARTICLE X**  
**REPRESENTATIONS**

**Section 10.01 Representations by the TDD.** The TDD represents that:

A. The TDD is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

B. The TDD has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the TDD has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The TDD has taken all necessary action to approve the Developer Road Improvements. No further action or approvals by the TDD are necessary in connection with the construction or financing of the Developer Road Improvements, except with respect to the approval of certain matters relating to the issuance of any TDD Obligations.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the TDD will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the TDD is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the TDD or any of its property, or result in the creation of

imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the TDD under the terms of any instrument or agreements to which the TDD is a party.

E. No litigation or proceeding is pending or threatened against the TDD that will affect the right of the TDD to execute or deliver this Agreement or the ability of the TDD to comply with its obligations under this Agreement.

**Section 10.02 Representations by the CID.** The CID represents that:

A. The CID is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The CID has authority to enter this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the CID has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the CID will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the CID is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the CID or any of its property, or result in the creation of imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the CID under the terms of any instrument or agreements to which the CID is a party.

D. No litigation or proceeding is pending or threatened against the CID that will affect the right of the CID to execute or deliver this Agreement or the ability of the CID to comply with its obligations under this Agreement.

**Section 10.03 Representations by the City.** The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement and its authorized representative has been duly authorized to execute and deliver this Agreement.

C. The City has taken all necessary action for the approval of the TIF Plan and the TIF Contract.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

E. No litigation or proceeding is pending or threatened against the City that will affect the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

**Section 10.04 Representations by the Developer.** The Developer represents that:

A. The Developer is duly organized and existing under the laws of the State of Missouri as a limited liability company.

B. The Developer has authority to enter into this Agreement and to carry out its obligations under this Agreement and its authorized representative has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the Developer will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the Developer or any of its property, or result in the creation of imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

D. No litigation or proceeding is pending or threatened against the Developer that will affect the right of the Developer to execute or deliver this Agreement or the ability of the Developer to comply with its obligations under this Agreement.

**ARTICLE XI**  
**MISCELLANEOUS PROVISIONS**

**Section 11.01 Notices.** All notices and other communications required or desired to be given under this Agreement shall be in writing and shall be deemed duly given when mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

**To the City:** City of Lee's Summit, Missouri

Attn: City Administrator  
220 SE Green Street  
Lee's Summit, Missouri 64063

With a copy to: City of Lee's Summit, Missouri  
Attn: City Attorney  
220 SE Green Street  
Lee's Summit, Missouri 64063

**To the Developer:** Mike Atcheson  
Ralph Powell Road Development, L.L.C.  
3215 NE Carnegie Drive, Suite 200  
Lee's Summit, Missouri 64064

With a copy to: King Hershey, PC  
Attn: William B. Moore, Esq.  
2345 Grand Boulevard, Suite 2100  
Kansas City, Missouri 64108

**To the TDD:** The Strother Interchange Transportation Development District  
1725 NE Rice Road  
Lee's Summit, MO 64086

With a copy to: King Hershey, PC  
Attn: William B. Moore, Esq.  
2345 Grand Boulevard, Suite 2100  
Kansas City, Missouri 64108

**To the CID:** The I-470 Community Improvement District  
302 Campusview Drive, Suite 210  
Columbia, Missouri 65201

With a copy to: King Hershey, PC  
Attn: William B. Moore, Esq.  
2345 Grand Boulevard, Suite 2100  
Kansas City, Missouri 64108

All notices given by certified or registered mail shall be deemed duly given as of the date they are mailed. A duplicate copy of each notice or other communication given by any party to this Agreement shall also be given to the other parties and to any trustee or trustees. The City, the CID, the TDD and the Developer may from time to time designate, by notice given to the other parties, another address to which subsequent notices or other communications shall be sent.

**Section 11.02 Recording of Agreement.** This Agreement shall be recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence. A notice of the termination of this Agreement shall be recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, after title to the Developer Road Improvements is transferred to the City pursuant to the TDD Act.

**Section 11.03 Immunity of Officers, Employees and Members of the City, the Developer, the CID and the TDD.** No recourse shall be had for the payment of the principal of or premium or interest on any bonds or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City, the Developer, the CID or the TDD, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the City, the Developer, the CID or the TDD, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is expressly waived and released as a condition of and consideration for the execution of this Agreement.

**Section 11.04 Amendments.**

A. Prior to the issuance of any TDD Obligations, this Agreement may be amended from time to time by the mutual agreement of the City, the Developer, the CID and the TDD.

B. After the issuance of any TDD Obligations, this Agreement may be amended by the parties without notice to or the consent of the owners of any TDD Obligations, for the purpose of curing any ambiguity or formal defect or omission in this Agreement or in connection with any other change which, in the judgment of the trustee, does not materially and adversely affect the security for the owners of such TDD Obligations. No other amendments, changes or modifications

of this Agreement shall be made without the giving of notice to and the obtaining of the written approval or consent of the owners of such TDD Obligations or trustee as required by any indenture.

**Section 11.05 Survival.** In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

**Section 11.06 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 11.07 Effective Date.** This Agreement shall be in effect from and after its execution by all of the parties and shall remain in effect until the Developer Road Improvements which are approved pursuant to Article III of this Agreement are completed, the Public Road Improvements are completed, and all TDD Obligations are paid, or their payment has been provided for under the respective indentures, at which time this Agreement shall terminate.

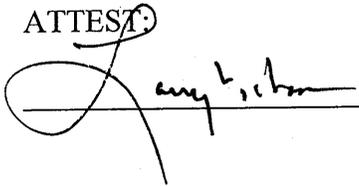
**Section 11.08 Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 11.09 Joinder by CID.** The CID joins this Agreement for purposes of clarifying the parties' respective roles and obligations; however, in the event of a discrepancy between this Agreement and the CID Agreement that affects the CID's rights, the CID Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by the Developer the 13 day of February, 2007.

**ATCHESON, HAAS, L.L.C.**

ATTEST:  
  
\_\_\_\_\_

By:   
\_\_\_\_\_ Michael D. Atcheson, Executive Member

**RALPH POWELL ROAD DEVELOPMENT, L.L.C.**

ATTEST:  
  
\_\_\_\_\_

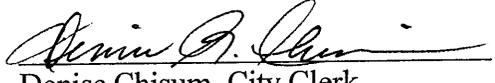
By:   
\_\_\_\_\_ Michael D. Atcheson, Executive Member

Executed by the City the 8<sup>th</sup> day of March, 2007.

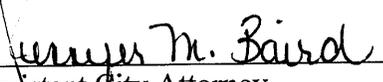
**CITY OF LEE'S SUMMIT, MISSOURI**

  
\_\_\_\_\_ Karen Messerli, Mayor

ATTESTED:

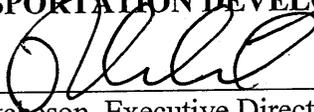
  
Denise Chisum, City Clerk

APPROVED AS TO FORM:

  
Assistant City Attorney

Executed by the TDD the 13 day of February, 2007.

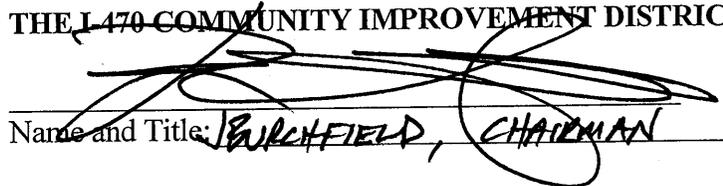
**THE STROTHER INTERCHANGE  
TRANSPORTATION DEVELOPMENT DISTRICT**



\_\_\_\_\_  
Mike Atcheson, Executive Director

Executed by the CID the 20<sup>th</sup> day of FEBRUARY, 2007.

**THE ~~L 470~~ COMMUNITY IMPROVEMENT DISTRICT**



\_\_\_\_\_  
Name and Title: BURCHFIELD, CHAIRMAN

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this 13 day of Feb, 2007, before me, the undersigned, a notary public in and for the county and state aforesaid, came Michael D. Atcheson, who is the Executive Member of Atcheson, Haas, L.L.C., a Missouri limited liability company, and who is personally known to me to be the same person who executed this First Amended and Restated Cooperative Agreement and he duly acknowledged the execution of this First Amended and Restated Cooperative Agreement for and on behalf of said limited liability company, and acknowledged this instrument to be the free act and deed of said limited liability company.

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

My Commission Expires: 5/5/07

Patricia Shreen  
Notary Public

Patricia Welch  
(Printed Name)

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

PATRICIA WELCH  
Notary Public - State of Missouri  
County of Jackson  
My Commission Expires May 5, 2007

On this 13 day of Feb, 2007, before me, the undersigned, a notary public in and for the county and state aforesaid, came Michael D. Atcheson, who is the Executive Member of Ralph Powell Road Development Company, L.L.C., a Missouri limited liability company, and who is personally known to me to be the same person who executed this First Amended and Restated Cooperative Agreement and he duly acknowledged the execution of this First Amended and Restated Cooperative Agreement for and on behalf of said limited liability company, and acknowledged this instrument to be the free act and deed of said limited liability company.

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

My Commission Expires: 5/5/07

Patricia Shreen  
Notary Public

PATRICIA WELCH  
Notary Public - State of Missouri  
County of Jackson  
My Commission Expires May 5, 2007

Patricia Welch  
(Printed Name)

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

BE IT REMEMBERED that on the 8<sup>th</sup> day of March, 2007, before me, the undersigned Notary Public in and for the county and state aforesaid, personally appeared Karen Messerli and Denise Chisum, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Lee's Summit, Missouri, a Missouri constitutional charter city and political subdivision existing under and by virtue of the laws of the State of Missouri, and that the seal affixed to this First Amended and Restated Cooperative Agreement is the seal of said city and that said First Amended and Restated Cooperative Agreement was signed and sealed on behalf of the said city by authority of its city council, and said Karen Messerli and Denise Chisum acknowledged said First Amended and Restated Cooperative Agreement to be the free act and deed of said city.

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

Amber L. Arbuckle  
Notary Public

My Commission Expires:

Amber L. Arbuckle  
Printed Name



AMBER L. ARBUCKLE  
My Commission Expires  
August 29, 2009  
Jackson County  
Commission #05762514

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this 13 day of Feb., 2007, before me, the undersigned, a notary public in and for the county and state aforesaid, came Mike Atcheson, Executive Director of The Strother Interchange Transportation Development District, a Missouri transportation development district and political subdivision, and who is personally known to me to be the same person who executed this First Amended and Restated Cooperative Agreement, and he duly acknowledged that he, as such Executive Director being authorized so to do, executed this First Amended and Restated Cooperative Agreement for and on behalf of said transportation development district for the purposes therein contained, and acknowledged this First Amended and Restated Cooperative Agreement to be the free act and deed of said transportation development district.

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

My Commission Expires:

May 5, 2007

Patricia Shuman  
Notary Public

Patricia Welch  
(Printed Name)

PATRICIA WELCH  
Notary Public - State of Missouri  
County of Jackson  
My Commission Expires May 5, 2007

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

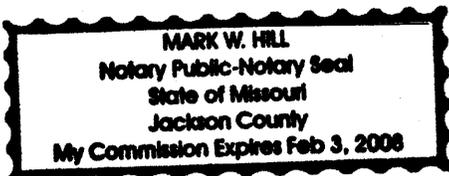
On this 22nd day of FEBRUARY, 2007, before me, the undersigned, a notary public in and for the county and state aforesaid, came JAY BIRCHFIELD CHAIRMAN of the Board of Directors of the I-470 Community Improvement District, a Missouri community improvement district and political subdivision, and who is personally known to me to be the same person who executed this First Amended and Restated Cooperative Agreement, and he duly acknowledged that he, as such CHAIRMAN being authorized so to do, executed this First Amended and Restated Cooperative Agreement for and on behalf of said community improvement district for the purposes therein contained, and acknowledged this First Amended and Restated Cooperative Agreement to be the free act and deed of said community improvement district.

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

My Commission Expires:

Mark W. Hill  
Notary Public

MARK W. Hill  
(Printed Name)



## Packet Information

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**File #:** BILL NO. 18-08, **Version:** 1

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AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2018-034 FOR A YEARLY AGREEMENT WITH FOUR POSSIBLE ONE-YEAR RENEWALS FOR FINANCIAL ADVISORY SERVICES WITH COLUMBIA CAPITAL MANAGEMENT, LLC BASED ON AMOUNTS SPECIFIED IN THE FEE SCHEDULE INCLUDED IN EXHIBIT A AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 1-8-18)

Proposed Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2018-034 FOR A YEARLY AGREEMENT WITH FOUR POSSIBLE ONE-YEAR RENEWALS FOR FINANCIAL ADVISORY SERVICES WITH COLUMBIA CAPITAL MANAGEMENT, LLC BASED ON AMOUNTS SPECIFIED IN THE FEE SCHEDULE INCLUDED IN EXHIBIT A AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2018-034 FOR A YEARLY AGREEMENT WITH FOUR POSSIBLE ONE-YEAR RENEWALS FOR FINANCIAL ADVISORY SERVICES WITH COLUMBIA CAPITAL MANAGEMENT, LLC BASED ON AMOUNTS SPECIFIED IN THE FEE SCHEDULE INCLUDED IN EXHIBIT A AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

The City uses the services of a financial advisor firm to assist in the issuance of debt obligations. Those duties include research, planning, and development for financing needs; consultation with City administrative staff, bond counsel, and rating agencies; and marketing services to determine the best timing and structure, compilation of required documents, advertising, etc. In addition, the selected advisor firm may be asked to assist with related projects such as overall financial analysis and planning, analysis of investment activities, and financial feasibility reviews for development projects.

The City has used the services of Springsted Inc. since December, 2009. A Request for Proposals #2018-034 was used to solicit interest from qualified service providers. The Procurement Division notified 20 firms directly and 587 firms via Public Purchase (an online electronic government bidding system). Records show that 71 firms reviewed the online documents. Three firms responded to the RFP by the October 27 deadline; Springsted Inc., Columbia Capital Management LLC, and Independent Public Advisors LLC. The three proposals were reviewed by a committee of six staff members including Conrad Lamb, Finance Director; Mark Dunning, Assistant City Manager of Development Services; Sid Marlow, Financial Analyst; Brent Boice, Water Utilities, Carole Culbertson, Parks Department; and Bette Wordelman, Deputy Finance Director. Five of the six committee members interviewed all three responding firms. The committee selected Columbia Capital Management LLC as the best proposal.

Impact/Analysis:

The City typically issues one bond series of \$5 million each year. The cost of the financial advisor's services is

based on the size and type of the bond being issued. A \$5 million initial bond issue would require a fee of \$20,000; a \$10 million initial bond issue would require a fee of \$25,000. A \$10 million refunding bond issue would require a fee of \$25,000. Additional advisory services would be based upon an hourly service rate ranging from \$95 per hour to \$295 per hour depending upon the level of expertise needed.

Timeline:

It is anticipated that the contract would have a start date of April 1, 2018, with potential renewals extending the contract to April 1, 2024.

Presenter: Bette Wordelman

Committee Recommendation: A motion was made by Alternate DeMoro, seconded by Vice Chair Edson that this Ordinance be recommended for approval to the City Council. Motion passed 3 "Aye" (Councilmembers Binney, Edson and DeMoro) and 2 "Absent" (Councilmembers Mosby and Faith.)

**BILL NO. 18-08**

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AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2018-034 FOR A YEARLY AGREEMENT WITH FOUR POSSIBLE ONE-YEAR RENEWALS FOR FINANCIAL ADVISORY SERVICES WITH COLUMBIA CAPITAL MANAGEMENT, LLC BASED ON AMOUNTS SPECIFIED IN THE FEE SCHEDULE INCLUDED IN EXHIBIT A AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City requires the services of a financial advisory firm to assist in the research, analysis, planning, development, and marketing of debt issuance for the City; and,

WHEREAS, the City may desire to use the services of the same financial advisory firm to assist with related projects such as overall financial analysis and planning, analysis of investment activities, and financial feasibility reviews for development projects; and,

WHEREAS, financial advisory services are specialized services performed by a number of well qualified regional and national firms; and,

WHEREAS, the City issued RFP No. 2018-034 to solicit interest from qualified firms in providing the required services, and

WHEREAS, of the proposals received in response to RFP No. 2018-034, Columbia Capital Management, LLC has been determined to be the highest ranking firm by the evaluation committee,

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the award of RFP No. 2018-034 for a yearly agreement with four possible one-year renewals for financial advisory services to Columbia Capital Management, LLC using the fee schedule included in the attached Exhibit A.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution of an agreement by the City Manager with Columbia Capital Management, LLC for the services contained in RFP No. 2018-034 for a one-year period with four possible one-year renewals for financial advisory services; said RFP proposal being attached as Exhibit A and incorporated by reference as if fully set forth herein.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

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

**BILL NO. 18-08**

---

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel, Infrastructure and Planning  
*Nancy K. Yendes*

**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT  
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063  
Phone: 816-969-1087 Fax: 816-969-1081  
[deedee.tschirhart@cityofls.net](mailto:deedee.tschirhart@cityofls.net)

**TITLE-SIGNATURE PAGE**

**REQUEST FOR PROPOSAL NO. 2018-034**

The City of Lee's Summit will accept electronically submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

**FINANCIAL ADVISORY SERVICES  
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

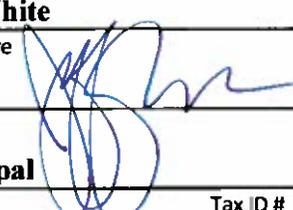
**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO  
THE CLOSING DATE OF OCTOBER 27, 2017, 3:00 PM LOCAL TIME**

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

**Respondent is REQUIRED to complete, sign and return this form with their submittal.**

Company Name	Authorized Person (Print)	
<b>Columbia Capital Management, LLC</b>	<b>Jeff White</b>	
Address	Signature 	
<b>6330 Lamar Ave., Suite 200</b>	Title	
City/State/Zip	<b>Principal</b>	
<b>Overland Park, KS 66202</b>	Date	Tax ID #
Telephone #	<b>10/26/17</b>	<b>43-1768510</b>
<b>913-312-8077</b>	Fax #	
<b>913-312-8078</b>	Entity Type	
E-mail	<b>Missouri Limited Liability Company</b>	
<b>jwhite@columbiacapital.com</b>		

**III ENCLOSURE**  
**TABLE OF**  
**CONTENTS**

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page 5 - 11
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page 12 - 19
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page 20 - 24
J.	COST: Form provided (Use any of these forms 6A, 6B)	Page 25
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000	Page 26
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000)	Attachment

October 24, 2017

Procurement and Contracts Department  
City of Lee's Summit, Missouri  
220 S.E. Green Street  
Lee's Summit, Missouri 64063

Dear Procurement Officer:

Columbia Capital Management, LLC ("Columbia Capital", "Columbia") respectfully submits its response to the City of Lee's Summit ("City") Request for Proposals for Financial Advisory Services ("RFP"). Columbia Capital was founded in 1996 to provide issuers with a strong, independent alternative to receiving financial advice from investment banks. Over the past two decades Columbia has developed into a national leader in public finance, serving a variety of local, regional and state-level governments and agencies throughout Missouri and the greater Midwest. We believe access to our team of advisors offers the City an unparalleled combination of financial advisory experience, local government knowledge and industry expertise for a variety of reasons:

#### **Established Missouri Footprint**

Columbia Capital was founded in Missouri 21 years ago, and over the years the firm has developed into one of the most trusted financial advisory teams in the region. According to *The Bond Buyer's* 2016 financial advisor rankings, Columbia Capital ranked as Missouri's top independent municipal advisor by volume. Current Missouri clients include the State of Missouri; Missouri Housing Development Commission; Environmental Improvement and Energy Resources Authority; Metro/Bi-State Development Agency (St. Louis); St. Louis County; Boone County; and the Cities of Raytown, Columbia, Branson and Riverside.

#### **Extensive Breadth and Depth of Experience**

Columbia's advisors possess more than 100 years of combined experience serving municipal bond issuers. Our team located in the Kansas City area brings to the City experience advising a very diverse client base on the issuance of over 740 transactions totaling nearly \$39 billion in par in nearly every corner of municipal finance. This broad experience includes advising the City of Olathe; City of Chicago; City of Topeka; the City and County of San Francisco; City of Los Angeles (MICLA); State of Kansas (Kansas Development Finance Authority); State of Illinois; Illinois State Toll Highway Authority; Metro Bi-State Development Agency (St. Louis region public transit provider); Kansas Turnpike Authority; Southwestern Illinois Flood Prevention District Council; Chicago Public Schools; City Colleges of Chicago; and Cook County, Illinois, among others.

#### **Holistic, Innovative Service**

Columbia possesses a track record of success developing and implementing innovative and thoughtful financing solutions. Our team frequently works with clients to design financing programs from the ground up, often providing each of the services identified in the City's RFP, including: conducting sophisticated quantitative analysis; providing cash management advisory services; evaluating the advantages and disadvantages of financing alternatives; advising on the optimal execution of current and advance refunding opportunities; working closely with legal counsel on the construction of legal and offering documents; developing rating agency strategies and presentations; administering successful competitive auctions; serving as an informed and aggressive fiduciary during price negotiations; and facilitating a timely settlement.



### **Experienced Advisors on Economic Development**

Columbia regularly advises its public clients on economic development policies, practices, developer proposals, incentives requests and development agreement. We are familiar with the common tools for economic development in Missouri, including tax increment financing, community improvement districts, Chapter 100 bonds and the like.

### **Responsive, Team-Based Approach**

Columbia is different. Unlike many firms, Columbia uses a true team system to serve clients—an approach that grants each client access to the firm's full range of skills and expertise. Our team builds on a variety of backgrounds—law, investment banking, economics, local government administration, and state government finance—to develop thoughtful financing solutions. Our distinctive service delivery model offers many advantages, including seamless account coverage, unparalleled responsiveness, and a thoroughness of approach and innovation that we feel sets us apart from the competition.

**With Columbia Capital, what you see is what you get: the engagement team assigned to the City has been actively engaged on substantially all of the transactions described in our response. The firm's experience is also your engagement team's experience. We do not outsource our quantitative analysis and other analytics to an office out of state.**

### **Advice as a Fiduciary**

The public finance industry has undergone substantial regulatory change in recent years. In July 2014, the Securities and Exchange Commission implemented new standards for governing municipal advisors. These rules officially changed the manner in which a variety of parties are permitted to interact with municipal bond issuers and borrowers with regard to the planning for, and issuance of, municipal financial products. Columbia was—and always has been—prepared to take these regulatory changes in stride. As an SEC and MSRB registered municipal advisor with no ties to the broker-dealer or underwriting communities, Columbia is positioned to provide financial advice as its clients' fiduciary—a standard the firm has maintained since its inception. All of our municipal advisor representatives have passed the Series 50 exam.

### **A Significant Local Presence**

Economic development begins by buying at home. Nearly half of our Kansas City based team lives in Missouri. We shop in Lee's Summit and pay taxes in Jackson County. Engaging Columbia as your financial advisor is an investment in your own community.

We appreciate your consideration and we hope you give us the opportunity to interview for this position. As a principal of the firm, I am authorized to commit the firm to serve the City.

Respectfully submitted,

**Columbia Capital Management, LLC**

Jeff White  
Principal



**RFP NUMBER 2018-041  
ADDENDUM NO. 1  
10/18/2017**

The original Request for Proposal 2018-041 for **Professional Services, Executive Search for the City of Lee's Summit Human Resources Director** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the scope of services.

Please Note: The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: **Q = Question, A = Answer, C = Clarification and S = Statement**

**RFP DOCUMENTS:**

The RFP Documents for the above referenced project scheduled to close on Wednesday, October 25, 2017 at 3:00 P.M. Local time are hereby amended in the following particulars only; all other conditions remain unchanged.

S-Paragraph 4.2 Timeline for project under Section 4.0 Timeline shall now read "To be determined and agreed upon between the selected search firm and the Administration Department.

Q-Will a business license be required by the awarded proposer?

A-It has been determined that since there will be some performance of work on City property a business license will be required by the awarded proposer. A license shall be obtained prior to an agreement being issued.

**ACKNOWLEDGEMENT**

Each proposer shall acknowledge receipt of this Addendum No. 1 of RFP No. 2018-041, titled Professional Services, Executive Search for the City of Lee's Summit Human Resources Director by his/her signature affixed hereto, and shall include this Addendum with their original proposal submittal.

**CERTIFICATION BY BIDDER**

SIGNATURE \_\_\_\_\_

TITLE Principal

COMPANY Columbia Capital Management, LLC

DATE 10/24/2017

## FORM NO. 1: PROVIDER PROFILE

1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:

Columbia Capital Management, LLC, 6330 Lamar Ave., Overland Park, KS 66202

1a. Firm/Provider is:  National     Regional     Local 1b. Year Firm/Provider Established: 1996

Years of Experience providing Financial Advisory Services: 21

1c. Licensed to do business in the State of Missouri:  Yes     No

1d. Name, title, telephone number and email address of Principal to contact:

Jeff White, Principal, 913-312-8077, jwhite@columbiacapital.com

1e. Address of office to perform work, if different from Item No. 1:

N/A, same as above

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:

Columbia commits the following seven staff members to the City's account as summarized in the table below.

Name	Jeff White	Jim Prichard	Dennis Lloyd	David Abel	Khalen Dwyer	Adam Pope	Jasmyn Turner
Title	Principal	VP	President	MD	VP	VP	Analyst
Role	Co-Lead Advisor	Co-Lead Advisor / Primary Support	Oversight / Quality Review	Additional advisor as needed	Back-up Support	Back-up Support	Secondary Support
Location	Kansas City	Kansas City	Kansas City	Chicago	Kanas City	Kansas City	Kansas City
Prior Experience	City Manager	State Debt Manager	Investment Banker / Lawyer	Investment Banker / State Debt Manager	N/A	Federal Reserve Economist	N/A
Time at Firm	16+ Years	5+ Years	20+ Years	< 1 year	7+ Years	4+ Years	1+ year
Total Experience	16+ Years	10+ Years	30+ Years	25+ Years	7+	4+	1+ year

3. If submittal is by Joint Venture or utilizes outside consultants, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

N/A, Columbia will provide all services

3a. Has this Joint Venture previously worked together?  Yes  No

N/A

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## FORM NO. 2: KEY OUTSIDE CONSULTANTS

Each respondent must complete this form for all proposed outside consultants.

*Columbia will not use the services of any outside consultants. We have the internal resources and expertise to provide all services listed in the City's RFP.*

### OUTSIDE CONSULTANT #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before:            D Yes   D

No Year Firm Established:

Years of Experience providing Financial Advisory Services

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.

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### OUTSIDE CONSULTANT #2

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before:            D Yes   D

No Year Firm Established:

Years of Experience providing Financial Advisory Services

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.

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### OUTSIDE CONSULTANT #3

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before:            D Yes   D

No Year Firm Established:

Years of Experience providing Financial Advisory Services

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.

**FORM NO. 3: EXPERIENCE/REFERENCES**

**Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:**

Over the prior five years, the Columbia team assigned to the City's account has advised in virtually every corner of municipal finance. In that time period we have successfully advised on 224 transactions totaling approximately \$15.7 billion. The transactions ranged from new money and refunding, fixed and variable rate, and in areas including general obligation, utility revenue, certificates of participation, economic development, education, annual appropriation, lease revenue, transportation, toll/turnpike, mass transit, housing, pension and several others. The tax status ranged from tax-exempt, bank qualified, taxable and taxable-to-tax-exempt conversions. Further, during this period the size of our transactions ranged from just over \$1 billion to as low as \$220,000 with an average sized transaction at \$70.2 million. We executed these transactions through a variety of sale methods including 44% via competitive sale, 37% via negotiated sale and 20% via private placement or bank direct purchase. Lastly, the clients serviced include cities, counties, states, toll roads, school districts, universities, conduit issuers and many types of special districts. We believe this varied experience helps Columbia provide our clients with better advice as we draw from experience in a variety of sectors to solve problems impacting our client.

The examples of experience we provide below illustrate our approach to serving our clients.

**Project Name & Location:** Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2017, Olathe, Kansas

**Completion Date (Actual or Estimated):** April 4, 2017

**Project Owners Name & Address:** City of Olathe, KS, 100 E. Santa Fe, Olathe, KS 66051

**Project Owner's Contact Person, Title & Telephone Number and e-mail address:** Dianna Wright, Resource Management Director, 913-971-8680, [dswright@olatheks.org](mailto:dswright@olatheks.org)

**Estimated Cost (in Thousands) for Entire Project:** \$11,340

**Estimated Cost (in Thousands) for Work Which Firm was/is Responsible:** \$11,340

**Scope of Entire Project: (Please give quantitative indications wherever possible).**

<b>CASE STUDY</b>	City of Olathe, KS – Water and Sewer Bonds
	<p>In early 2017 Columbia advised the City of Olathe, Kansas on its \$11.3 million Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2017. The primary purpose of the transaction was to provide new money proceeds for various capital improvement projects including lift station replacements, sewer rehabilitations, waterline rehabilitation, hydrant replacement, wastewater treatment plant upgrades. In the planning stages of the transaction, Columbia scanned the City's debt portfolio and identified a small refunding opportunity. Due to the size of the potential refunding, pursuing it as a component to a larger transaction was the only legitimate option to achieve worthwhile savings.</p> <p>Columbia guided the rating process and prepared the sale as a competitive auction. Due to a shortage of supply for highly rated utility credits in the area, the City received eight competitive bids. The top four bids were within two basis points of each other, indicating the bonds priced at the market. The refunding components achieved present value savings of 7.5% of refunded par.</p>

**Nature of Firms/Providers responsibility in project:** (Please give quantitative indications when possible). Columbia served as sole financial advisor. Serving as a fiduciary to the City of Olathe, Columbia advised on all the financial matters of the financing including, but not limited to, preparation of financing numbers, rating agency strategy, sale method determination, document review, pricing management and closing coordination.

**Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:** Jeff White, Principal, and Jim Prichard, Vice President.

**Project Name & Location:** Sewerage System Revenue Bonds, Series 2017 and Special Obligation Improvement Bonds (Solid Waste System Project), Series 2017, Columbia, Missouri

**Completion Date (Actual or Estimated):** April 19, 2017

**Project Owners Name & Address:** City of Columbia, 701 East Broadway, Columbia, MO 65201

**Project Owner's Contact Person, Title & Telephone Number and e-mail address:** Michele Nix, Finance Director, 573-874-7368, [michele.nix@como.gov](mailto:michele.nix@como.gov)

**Estimated Cost (in Thousands) for Entire Project:** \$21,310

**Estimated Cost (in Thousands) for Work Which Firm was/is Responsible:** \$21,310

**Scope of Entire Project: (Please give quantitative indications wherever possible).**

**CASE STUDY**

City of Columbia, Missouri—Concurrent Financings



The City of Columbia, Missouri approached Columbia to advise on two separate new money transactions. The first, a \$15.8 million sewerage system revenue bond issuance for new money purposes and second a \$5.5 million special obligation bond issuance for a solid waste project. The special obligation bonds are secured solely by the City's annual appropriation, a borrowing structure allowed under Missouri law for home rule charter cities in the State.

Columbia advised the City to move both transactions along in a parallel fashion. Columbia designed a finance schedule meeting the City's needs, coordinated rating agency calls and questions, developed the structure of the offerings and managed two competitive sales on the same day.

Both offerings received significant bidding interest due to a lack of primary market supply that was down 30% the month prior. The sewer system bonds received 11 bids while the special obligation bonds received 6 bids, both coming in better than projections.

**Nature of Firms/Providers responsibility in project:** (Please give quantitative indications when possible). Columbia served as sole financial advisor. Serving as a fiduciary to the City of Columbia, Columbia advised on all the financial matters of the financings including, but not limited to, preparation of financing numbers, rating agency strategy, sale method determination, document review, pricing management and closing coordination.

**Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:** Jeff White, Principal, and Jim Prichard, Vice President.

**Project Name & Location:** Fulton State Hospital multi-year financing, Fulton, Missouri

**Completion Date (Actual or Estimated):** December 15, 2016

**Project Owners Name & Address:** State of Missouri, 570 Truman Building, 301 West High Street, Jefferson City, MO 65102

**Project Owner's Contact Person, Title & Telephone Number and e-mail address:** Stacy Neal, Director of Accounting, 573-751-4013, [stacy.neal@oa.mo.gov](mailto:stacy.neal@oa.mo.gov)

**Estimated Cost (in Thousands) for Entire Project:** \$200,000

**Estimated Cost (in Thousands) for Work Which Firm was/is Responsible:** \$200,000

**Scope of Entire Project: (Please give quantitative indications wherever possible).**

**CASE STUDY**

State of Missouri—Fulton State Hospital Project Financing



**\$200 Million Multi-Year Project Financing**

Columbia serves as the State's sole financial advisor and has also worked with them to implement numerous financing solutions, each time tailoring both the plan of finance and the bidding constraints to most effectively achieve the State's objectives. Most recently, Columbia worked with the State on the second part of its financing for the Fulton State Hospital.

The State initially sold \$95 million in bonds in 2014. The bonds were structured for level debt service over 25 years. After consulting with Columbia, the State decided to structure its 2016 series with amortization over 23 years so that the final maturity of the entire financing was the same. Further, to help reduce the administrative burden during the State's annual budgeting process, Columbia structured Series 2016 so that total aggregate debt service when combined with Series 2014, produced slightly declining debt service each year. Columbia developed a model to optimize the debt service solution so that the difference between the first year's debt service and the last year's debt service was minimized.

The State offered its bonds on Columbia's auction website on December 6, 2016. The offering generated 6 solid bids in a relatively stressed market, generating a result within our projections.

**Nature of Firms/Providers responsibility in project:** (Please give quantitative indications when possible). Columbia served as sole financial advisor. Serving as a fiduciary to the State of Missouri, Columbia advised on all the financial matters of the financings including, but not limited to, preparation of financing numbers, rating agency strategy, sale method determination, document review, pricing management and closing coordination.

**Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:** Dennis Lloyd, President, and Jim Prichard, Vice President.

**Project Name & Location:** Streetlight purchase, Prairie Village, Kansas

**Completion Date (Actual or Estimated):** October 31, 2016

**Project Owners Name & Address:** City of Prairie Village, 7700 Mission Road, Prairie Village, Kansas 66208

**Project Owner's Contact Person, Title & Telephone Number and e-mail address:** Lisa Santa Maria, Finance Director, 913-385-4661, [lsantamaria@pvkansas.com](mailto:lsantamaria@pvkansas.com)

**Estimated Cost (in Thousands) for Entire Project:** \$3,100

**Estimated Cost (in Thousands) for Work Which Firm was/is Responsible:** \$3,100

**Scope of Entire Project: (Please give quantitative indications wherever possible).**

**CASE STUDY**

City of Prairie Village—Streetlight Purchase / Financing



The City Of  
**Prairie Village, Kansas**

Columbia serves as the sole financial advisor to Prairie Village, Kansas. In early 2016, the City began discussions with Columbia on the economic viability of potentially purchasing streetlights located in the City from Kansas City Power & Light Company (KCP&L). Having recently worked with another client (Olathe, Kansas) on a similar project, Columbia immediately began working with the City on compiling on the key data points needed to perform a thorough capital budgeting analysis.

Columbia estimated that by purchasing the 2,062 streetlights and operating them on its own, the City's investment would yield over 10% as compared to the current lease schedule with KCP&L. Columbia documented its analysis and presented its finding to the City Council.

The City decided to fund the purchase of the streetlight system through the issuance of general obligation bonds. Columbia advised the City on its \$3.1 million offering that sold via competitive sale in October 2016. The City's offering had an average life of 3.9 years and achieved a true interest cost rate of 1.37%.

**Nature of Firms/Providers responsibility in project:** (Please give quantitative indications when possible). Columbia served as sole financial advisor. Here, Columbia worked with the City from development of the project concept to arranging the financing. We assisted the City in assessing the economic benefits and drawbacks of purchasing the streetlights and helped them understanding their financing options. When the City decided to issued general obligation bonds via the capital markets, Columbia worked to effectuate the financing from inception to closing.

**Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:** Jeff White, Principal, and Jim Prichard, Vice President.

**Project Name & Location:** Multiple bonding programs, St. Louis County, Missouri

**Completion Date (Actual or Estimated):** Multiple, last completed on April 27, 2017

**Project Owners Name & Address:** St. Louis County, 41 South Central, Clayton, MO 63105

**Project Owner's Contact Person, Title & Telephone Number and e-mail address:** Pam Reitz, Director of Administration, 314-615-7046, [preitz@stlouisco.com](mailto:preitz@stlouisco.com)

**Estimated Cost (in Thousands) for Entire Project:** \$700,000

**Estimated Cost (in Thousands) for Work Which Firm was/is Responsible:** \$700,000

**Scope of Entire Project: (Please give quantitative indications wherever possible).**

**CASE STUDY** St. Louis County—Multiple Debt Financing Programs



Columbia has served as sole-financial advisor to St. Louis County for more than eight years. With a population of approximately one million, St. Louis County is the home for nearly one out of every five jobs in Missouri. As a highly rated issuer, the County is focused on high-quality financial administration and prudent debt management.

Columbia Capital has advised on over 30 financings for the County representing over \$700 million in par issued. These transactions include both general obligation and annual appropriation transactions and cover a wide variety of purposes, including transportation, economic development, public safety, regional tourism, human services and clean energy. Columbia provides comprehensive financial advisory services to each transaction including competitive sale management, rating agency advice and bond structuring services.

**Nature of Firms/Providers responsibility in project:** (Please give quantitative indications when possible). Columbia has served as sole financial advisor for approximately eight years. In that time we have advised on all the financial matters of each financing including, but not limited to, preparation of financing numbers, rating agency strategy, sale method determination, document review, pricing management and closing coordination. We have also reviewed economic development proposals and have completed various ad hoc projects.

**Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:** Jeff White, Principal, Adam Pope, Vice President and Jim Prichard, Vice President.

**Project Name & Location:** O'Hare Airport Financings, Chicago, IL

**Completion Date (Actual or Estimated):** January 10, 2017

**Project Owners Name & Address:** City of Chicago, 10510 W. Zemke rd., 2<sup>nd</sup> floor, Chicago, IL 60666

**Project Owner's Contact Person, Title & Telephone Number and e-mail address:** Reshma Soni, First Deputy Budget Director

**Estimated Cost (in Thousands) for Entire Project:** \$2,100,000

**Estimated Cost (in Thousands) for Work Which Firm was/is Responsible:** \$1,050,000

**Scope of Entire Project: (Please give quantitative indications wherever possible).**

**CASE STUDY**

## City of Chicago—O'Hare Airport Project and Refunding Bonds



The City of Chicago engaged Columbia in 2016 to advise on its \$2.1 billion Chicago O'Hare International Airport, General Airport Senior Lien Revenue Refunding and Improvement Bonds, Series 2016ABCDEFG.

The Series 2016ABC were issued for current and advance refunding purposes. Columbia worked with its co-advisor and the lead underwriter to analyze the inventory of potential refunding candidates. The City ultimately determined to refund bonds that had at least 5% present value savings coupled with escrow efficiency of at least 70% (for advance refunding portion only). The refunding structure was a standard level annual savings with a few minor adjustments.

Immediately after the refunding transactions were priced, Columbia worked with the finance team to prepare the new money transactions. The new money transactions were sold to finance a variety of major projects including but not limited to a centralized de-icing pad, a new runway, a fuel line relocation, a cross-field taxing system. The bonds were amortized based on the useful life of the projects with capitalized interest until the projects were expected to come on-line. The different series designations were determined based on the specific revenue pledges and the AMT status.

Columbia coordinated with and analyzed bond insurance quotes from Assured Guaranty and Build America Mutual. During pricing negotiations, Columbia served as the City's advocate and advised on appropriate pricing levels to ensure market demand at beneficial prices to the City. The City's sales were successful and generated orders from over 50 separate investment

**Nature of Firms/Providers responsibility in project:** (Please give quantitative indications when possible). Columbia served as co-advisor on the financings described above. In that capacity Columbia provided various financial advisory services including refunding analysis, transaction-structuring services, document review, finance team coordination, pricing analysis and recommendation during each negotiated sale.

**Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:** Courtney Shea, Principal, and Jim Prichard, Vice President.

## FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resumes of key persons, specialists, and outside consultants that shall be assigned to the City project:

- a. **Name and Title:** Jeff White, Principal
- b. **Project Assignment:** Co-Lead Advisor and day-to-day contact on all assignments
- c. **Name of Consultant Firm with which associated:** Columbia Capital
- d. **Years' Experience:**  
With this firm: 16 years Other firms: 10 years of local government management experience
- e. **Education: Degree(s)/Year/Specialization:** A.B. in Political Science from the University of Michigan and MPA in Local Government Management from University of Kansas
- f. **Current Registration(s):** Series 50 and 65
- g. Other Experience & Qualifications relevant to the proposed project:

### Jeff White

#### PRINCIPAL

Jeff White serves as Principal of Columbia Capital Management. Prior to joining Columbia Capital in 2001, Mr. White spent more than a decade as a local government management practitioner.

As a city manager, assistant city manager, department head and budget director in cities from 14,000 to 124,000 in population, Mr. White became very familiar with the financial needs of local governments as debt issuers and investors. As public works director responsible for transportation, building inspection, engineering, and parking and water utilities, he managed annual operating budgets in excess of \$50 million and capital programs exceeding \$150 million. He enjoys bringing his passion for public service and an understanding of the business of local government to Columbia's clients.

Mr. White brings extensive experience providing a comprehensive range of financial advisory services to a broad range of clients, including St. Louis County, Missouri; Boone County, Missouri; Truman State University; Southeast Missouri State University; University of Oklahoma; Metro/Bi-State Development Agency; Illinois Toll Highway Authority; Southwestern Illinois Flood Prevention District Council; Chicago Public Schools; a myriad of public and private higher education institutions; and numerous communities throughout Kansas and Missouri. His breadth of public finance expertise, which spans a variety of industries and financing structures, lends itself to developing creative and innovative financing solutions for his clients. His experience ranges from developing plans of finance from inception to settlement; reviewing and providing suggestions on formal debt policies; assisting clients develop solutions to ad hoc problems and assessing complex analytical inquiries; and developing comprehensive debt restructuring programs for large, sophisticated borrowers.

Mr. White holds an A.B. in Political Science from the University of Michigan and a Master of Public Administration in Local Government Management from the University of Kansas. He is registered with the SEC as a Series 50 municipal advisor and is a Series 65 Investment Adviser Representative.

- a. **Name and Title:** Jim Prichard, Vice President
- b. **Project Assignment:** Co-Lead Advisor, Lead Support and day-to-day on all assignments
- c. **Name of Consultant Firm with which associated:** Columbia Capital
- d. **Years' Experience:**  
With this firm: 5 years Other firms: 5 years
- e. **Education: Degree(s)/Year/Specialization:** B.S. in Business Administration from Lee University and an MBA from the University of Illinois with a concentration in finance and organizational development
- f. **Current Registration(s):** Series 50
- g. Other Experience & Qualifications relevant to the proposed project:

### James Prichard

VICE PRESIDENT

James Prichard joined Columbia Capital in 2012 as Vice President. Mr. Prichard previously worked in the State of Illinois' Office of Management and Budget's Capital Markets Group for five years, most recently as Manager of Capital Markets. During his tenure, Mr. Prichard was extensively involved in the issuance of nearly \$27 billion of State debt offerings. His work with the State included the issuance of general obligation bonds, short-term certificates, revenue bonds, tobacco securitization bonds, Build America Bonds, and unemployment insurance bonds. He used his quantitative skills to build various financial models used by the State including debt affordability models, a swap mark-to-market model, a GASB No. 53 derivative effectiveness model, and various other debt issuance and management models. In addition to his financial modeling, Mr. Prichard was extensively involved in investor outreach, including national road show presentations and bond rating agency meetings. He was also responsible for analyzing and drafting legislation and was involved in the State's budget preparation. Prior to his work for the State of Illinois, Mr. Prichard served as a Graduate Assistant for the Economics program at the University of Illinois.

Since joining Columbia, Mr. Prichard has worked on transactions totaling over \$10 billion. These transactions include credits and structures spanning much of the municipal market, including transactions for clients such as the State of Missouri, State of Illinois, City of Chicago, Cook County, City Colleges of Chicago, City of Columbia, Missouri, City of Olathe, Kansas and many more. Mr. Prichard serves as the firm's credit specialist, helping clients understand their credit through the various rating criterias and through peer comparison.

Mr. Prichard graduated Summa Cum Laude from Lee University with a BS of Business Administration. He holds an MBA from the University of Illinois. He is registered with the SEC as a Series 50 municipal advisor.

- a. **Name and Title:** Dennis Lloyd, President
- b. **Project Assignment:** Quality Review and back-up advisor
- c. **Name of Consultant Firm with which associated:** Columbia Capital
- d. **Years' Experience:**  
With this firm: 21 years Other firms: 15 years
- e. **Education: Degree(s)/Year/Specialization:** B.S. in Economics and a J.D. both from the University of Kansas
- f. **Current Registration(s):** Series 50 and 65
- g. Other Experience & Qualifications relevant to the proposed project:

### Dennis Lloyd

#### PRINCIPAL

Dennis Lloyd is co-founder and President of Columbia Capital. Mr. Lloyd began his career in the municipal finance industry in 1981. Since then he has executed a large variety of transactions, including single and multi-family housing bonds, refundings, restructuring, temporary notes, asset sales, variable rate demand bonds, grantor trusts, swaps and other derivative products.

Mr. Lloyd's accomplishments include serving as financial advisor on the highest rated unemployment bond issue nationwide; establishing the financing structure and bond covenants for the City of Topeka's Water and Wastewater Combined Utility System; implementing an updated indenture for the Kansas Turnpike Authority; restructuring the Parking Revenue Bond system for the City of St. Louis; developing several novel revenue bond structures for Kansas Development Finance Authority transactions; educating issuers regarding the disadvantages of various "cutting edge" financing alternatives (including swaps and premium callable bonds); and working with the Missouri Housing Development Commission to implement the first tax credit advance loan program in the country.

Mr. Lloyd's experience is unusual for the breadth and variety of transactions that he has executed. Mr. Lloyd has an extensive history of developing innovative financing concepts, and his experience includes serving a number of large issuers, including the Birmingham Water Works Board; City of Chicago; Illinois Department of Employment Security; Kansas Development Finance Authority; State of Missouri; Kansas Turnpike Authority; Missouri Housing Development Commission; Kansas City, Missouri; St. Louis, Missouri; and Topeka, Kansas.

Mr. Lloyd is also an attorney and applies his legal background in providing financial advisory services to clients. Mr. Lloyd holds a B.S. in Economics and J.D. from the University of Kansas. He is registered with the SEC as a Series 50 municipal advisor and is a Series 65 Investment Adviser Representative.

- a. **Name and Title:** Courtney Shea, Principal
- b. **Project Assignment:** Quality Review and back-up advisor
- c. **Name of Consultant Firm with which associated:** Columbia Capital
- d. **Years' Experience:**  
With this firm: 4 years Other firms: 30+ years
- e. **Education: Degree(s)/Year/Specialization:** B.A. with high honors from the University of Notre Dame, J.D. from Loyola University and an MBA with high honors in Finance from the University of Chicago
- f. **Current Registration(s):** Series 50
- g. Other Experience & Qualifications relevant to the proposed project:

### Courtney Shea

#### PRINCIPAL

Courtney Shea joined Columbia Capital in 2013 after more than thirty years working with governmental issuers to foster creative financing solutions. Ms. Shea was an investment banker with several Wall Street firms, including running the national public finance department of an international major money center bank for five years. Her experience includes work with the States of Illinois, Indiana, Iowa, Michigan, Ohio, and Wisconsin; the Illinois Finance Authority; the Illinois Toll Highway Authority; the Illinois Sports Authority; the Illinois Housing Development Authority; Cook County; DuPage County; the Metropolitan Pier and Exposition Authority; and the City of Chicago and its sister agencies. Additionally, Ms. Shea served as an advisor to the Illinois Department of Transportation on its Public-Private Partnership initiatives.

Courtney has been the lead advisor for the following clients: Metropolitan Water Reclamation District, Cook County, Illinois, State of Illinois, Metropolitan Pier and Exposition Authority, Illinois Finance Authority (ongoing FA); Chicago Public Schools; Regional Transportation Authority, Chicago Transit Authority and the City of Chicago.

Ms. Shea holds the following degrees: a B.A. with high honors in Economics from the University of Notre Dame, a J.D. from Loyola University, and an M.B.A. with high honors in Finance from the University of Chicago. She is admitted to practice law in Illinois and is a Series 50 municipal advisor representative and an SEC investment adviser representative. Additionally, Ms. Shea is a founding member of Women in Public Finance and a member of National Association of Bond Lawyers. Ms. Shea is also on the board for the Center for Public Policy at the University of Chicago Harris School. She is also involved in the Joffrey Ballet and Chicago Symphony Orchestra.

- a. **Name and Title:** David Abel, Managing Director
- b. **Project Assignment:** Back-up advisor
- c. **Name of Consultant Firm with which associated:** Columbia Capital
- d. **Years' Experience:**  
With this firm: <1 year Other firms: 25 years
- e. **Education: Degree(s)/Year/Specialization:** B.A. in Economics from the University of Colorado with extensive coursework in applied physics, mathematics and electrical engineering
- f. **Current Registration(s):** Series 50
- g. Other Experience & Qualifications relevant to the proposed project:

### David Abel

#### MANAGING DIRECTOR

David A. Abel joined Columbia Capital in 2017 as Managing Director. Prior to joining Columbia Capital, Mr. Abel worked as an investment banker at various Wall Street and regional investment banks for nearly 20 years. He also served for four years as the Director of Debt Management of the State of Illinois.

Mr. Abel's public sector experience includes capital markets performance measures, swap and debt policy development, ratings management, and bond authority consolidation. He administered the State of Illinois's two largest bond programs, including directing a \$10 billion of taxable pension bonds offering in June 2003. In addition to the State's internal debt practice, Mr. Abel served on committee positions with the Government Finance Officers Association (GFOA) and the National Association of State Treasurers (NAST).

During his tenure at municipal underwriting firms, Mr. Abel became known for his applied software engineering for custom debt management tools needed by large and frequent issuers. Including among his specialty assignments for custom work were a mortgage revenue bond program audit and reconstruction, as well as system-wide re-investment tax and regulatory compliance. Specialized assignments aside, Mr. Abel structured several hundred bond issues, many of which offered unusual tax exemption or security problem-solving opportunities.

Mr. Abel holds a B.A. in Economics with public finance emphasis from the University of Colorado at Boulder, in concert with extensive additional elective coursework in applied physics and mathematics of electrical engineering. He is registered with the SEC as a Series 50 municipal advisor representative.

- a. **Name and Title:** Khalen Dwyer, Vice President
- b. **Project Assignment:** Back-up support, quantitative analysis
- c. **Name of Consultant Firm with which associated:** Columbia Capital
- d. **Years' Experience:**  
With this firm: 7 year Other firms: 0 years
- e. **Education: Degree(s)/Year/Specialization:** B.B.A. in Finance from Pittsburg State University
- f. **Current Registration(s):** Series 50, and CFA
- g. Other Experience & Qualifications relevant to the proposed project:

### Khalen Dwyer

VICE PRESIDENT

Khalen Dwyer joined Columbia Capital Management in 2010 as a recent graduate from Pittsburg State University. Mr. Dwyer serves as Vice President.

Since joining Columbia, Mr. Dwyer has provided financial advisory services to a broad array of clients, including: State of Kansas (Kansas Development Finance Authority); State of Missouri; City of Topeka, Kansas; City of Branson, Missouri; Chicago Public Schools; Kansas Turnpike Authority; Illinois Toll Highway Authority; and a number of higher education borrowers, including the University of Kansas; Kansas State University; Wichita State University; East-West University (Chicago); and Pittsburg State University (Kansas), among others.

Mr. Dwyer spearheads much of the firm's quantitative analytics and modeling work, including the development of numerous firmwide tools for analytical applications, including: capital budgeting analysis; refunding analysis; and debt structuring optimization. His work experience includes the design and optimization of capital programs for a number of issuers. Examples include: developing an operating and capital budgeting model for the Illinois State Toll Highway Authority's \$12 billion capital program; designing and maintaining a cash flow model of a public-private industrial development partnership between BNSF, the City of Edgerton, Kansas and a number of existing and incoming warehouse/logistics park tenants; modeling the City of Roeland Park's (Kansas) bonding capacity; and conducting analysis of the feasibility and legality of economic development plans in a neighboring City and the potential impact of such plans on the City of Roeland Park.

Mr. Dwyer graduated Summa Cum Laude from Pittsburg State University, earning a B.B.A. in Finance. Mr. Dwyer is a CFA charterholder, and a member of the CFA Institute and the CFA Society of Kansas City. Mr. Dwyer is registered with the SEC as a Series 50 municipal advisor.

- a. **Name and Title:** Adam Pope, Vice President
- b. **Project Assignment:** Back-up support, quantitative analysis
- c. **Name of Consultant Firm with which associated:** Columbia Capital
- d. **Years' Experience:**  
With this firm: 4 year Other firms: 5 years
- e. **Education: Degree(s)/Year/Specialization:** B.S. and M.A. in Economics from Clemson University
- f. **Current Registration(s):** Series 50 and 65
- g. Other Experience & Qualifications relevant to the proposed project:

### Adam Pope

VICE PRESIDENT

Adam Pope joined Columbia Capital in 2013 as a Senior Analyst. Mr. Pope previously worked at the Kansas City Federal Reserve Bank as an assistant economist in the Regional Affairs group for six years.

During his time at the Kansas City Fed, Mr. Pope managed a database of regional economic data that was used for monetary policy briefings, public outreach and regional research. He was the lead author of a quarterly publication called The Midwest Economist, which provided an update on current economic conditions in Kansas and western Missouri. He has been published in the Kansas City Fed's Economic Review and Public Choice. Mr. Pope has spoken to numerous business, education and community groups about the Kansas, Missouri and national economies.

Since joining Columbia, Mr. Pope has provided advisory, analytical, and cashflow modeling advice for the State of Missouri; St. Louis County, Missouri; Boone County, Missouri; Metro Bi-State Development Agency; University of Oklahoma; Truman State University; Southeast Missouri State University and the Columbia (Missouri) Library District.

Mr. Pope is also active in Columbia's investment advisory practice. Mr. Pope provides investment advice and administrative support that includes trade settlement, month-end reconciliation, month-end reporting and general account support.

Mr. Pope graduated from Clemson University with a BS and MA in Economics. He is registered with the SEC as a Series 50 municipal advisor and is a Series 65 Investment Adviser Representative.

- a. **Name and Title:** Jasmyn Turner, Analyst
- b. **Project Assignment:** Secondary Support
- c. **Name of Consultant Firm with which associated:** Columbia Capital
- d. **Years' Experience:**  
With this firm: 1 year Other firms: 0 years
- e. **Education: Degree(s)/Year/Specialization:** B.S. from Baker University and an MBA from Pittsburg State University
- f. **Current Registration(s):** Series 50 a
- g. Other Experience & Qualifications relevant to the proposed project:

### Jasmyn Turner

#### ANALYST

Ms. Turner joined Columbia Capital in 2016 as a recent graduate of Pittsburg State University and currently serves as Analyst. Ms. Turner holds a B.S. from Baker University and an MBA from Pittsburg State University, where she was named the 2016 MBA outstanding student.

As a graduate student, Ms. Turner participated in the regional 2016 Chartered Financial Analyst (CFA) Research Challenge. This work included conducting in-depth research, financial pro forma analysis, and equity valuation modeling. She is a registered with the SEC as a Series 50 municipal advisor.

## FORM NO. 5: PROJECT NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere
- Proposed communication process

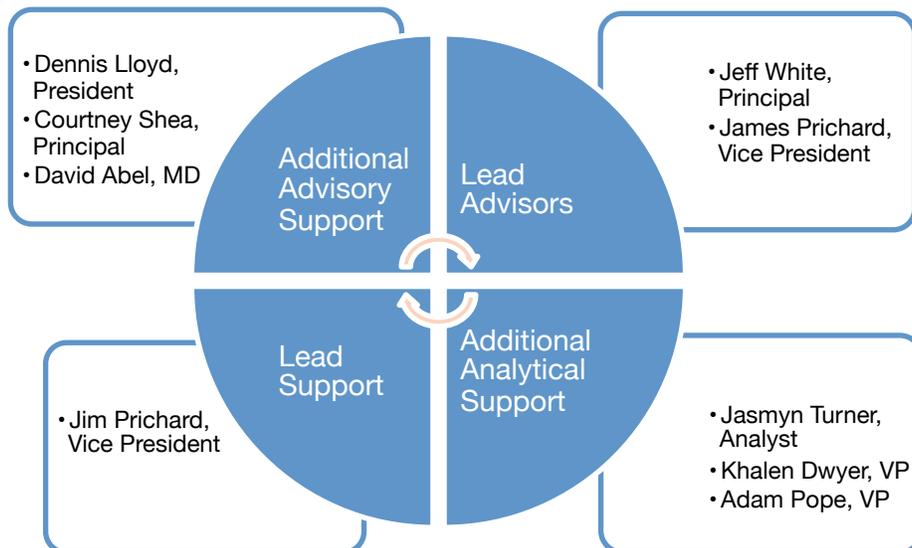
### Value Added and Differentiated Approach

Columbia Capital is more than a firm providing advice on bond transactions. We develop relationships with our clients to serve as their ongoing advisor, fiduciary and consultant. At times this translates to serving as an extension of our client's staff. We understand that the resources required during bond financings or special projects can be internally burdensome, so we work at every turn to streamline the process and shoulder that burden for you. Upon engagement, Columbia will meet with the City to discuss its plans and goals on upcoming financings and projects. Messrs. Prichard and White will serve as co-lead advisors and day-to-day contacts and will be available to the City as the City desires.

Further, Our team-based service-delivery model is different and, we believe in several ways superior, to the approach used by many of our competitors. We find that granting our clients the full resources of our firm results in seamless account coverage and unparalleled responsiveness. This service model facilitates the quick and effective turnaround of unexpected analytical requests, or availability to present a topic to a client's board/governing body on relatively short notice. This flexibility and responsiveness—which is a product of striving to ensure our full team has a working familiarity with our client base—is a characteristic that sets us apart from traditional advisory shops.

As illustrated in the graphic below, our staffing approach to serving the City will be based on the joint efforts of a locally based team of advisors. Unlike many of our competitors, we have a full team of senior advisors and analysts located right here in the Kansas City metropolitan area with our operational headquarters and several staff members located within 30 minutes of City Hall.

### Columbia's Team Approach to Staffing the City's Account



## COMPREHENSIVE SERVICES

Columbia has the experience and staff to provide all the services outlined in the City's RFP. Columbia's approach to providing key financial advisory services is described below.

**Developing Long-term Financial Plans.** Columbia will work with City staff to develop, manage and implement long-term financial plans for the City. Our comprehensive preparation of financial plans incorporates the development of strategies that meet the City's objectives while fitting within its existing fiscal constraints. We have worked with various clients like the City to developing long-term capital plans.

**Review of Development Proposals.** Economic development projects are complex and dynamic. We have had significant experience reviewing the work of many developers across projects in multiple states and believe we have valuable feedback to offer. Much of our economic development consulting work involves evaluating a proposed development plan and identifying the costs and risks inherent in that plan, and weighing those against the benefits our clients could reasonably anticipate from the proposed development. Part of this assessment includes identifying the availability and strength of the private financing market. Columbia has the ability to help our clients think through the various considerations when putting together any type of economic development program.

**Refunding Monitoring and Analysis.** Columbia will regularly monitor the City's outstanding indebtedness for refinancing opportunities and will provide reports to the City on a periodic basis. These reports will include a maturity-by-maturity savings analysis along with other analysis desired by the City such as sensitivity and break-even scenario analysis. As requested by the City, Columbia will also review accuracy and feasibility of refunding proposals submitted by underwriters.

**Overall Transaction Management and Coordination.** Columbia will work closely with the City to create and manage transaction schedules. Columbia will drive the financing process, ensuring a successful and timely transaction. We will communicate frequently with other finance team members and organize, schedule and participate in meetings and conference calls. Columbia has successfully advised on more than 740 transactions.

**Advise on All Financings Structure and Terms.** Columbia will work with the City and the other finance team members selected to develop a plan of finance meeting the City's goals. Columbia will prepare analytical and informational materials about the various financing options available, their relative strengths and weaknesses so the City can make informed financial decisions. Columbia will work with the City to determine its preference as to the appropriate call provisions, amortization and couponing strategies to minimize the cost of funds.

**Quantitative Analysis.** Columbia will provide pro forma analysis and cash flow structuring services to the City using both off-the-shelf software and its proprietary models developed in Excel. Our approach to structuring transactions includes a detailed review of each alternative available to the issuer—an approach that often requires substantial and complex quantitative analysis. We will work with the City to determine the most effective way to meet its financing objectives in light of any fiscal restraints that currently exist or may arise down the road. This means developing a structure that (a) meets the financing objectives, (b) achieves the lowest cost of financing while considering desired flexibility and term structure requirements, and (c) fits ideally into the City's existing framework of commitments and fiscal restraints.

**Review and Comment on All Documents.** Columbia works closely with our clients' internal and transaction legal counsel to develop legal documents that deliver the business deal desired while ensuring maximum future flexibility. With two of the firm's principals also trained as lawyers, Columbia prides itself on the thoughtfulness and thoroughness of our review and drafting of bond and offering documents. We structure a notice of sale for competitive issues and work with the lead managing underwriter on negotiated transactions to outline the specific terms and conditions of the sale. We work closely with bond counsel and, where present, underwriters' and disclosure counsel, to ensure the language in the offering documents meet the highest standard of disclosure.

**Assist with Meetings and Presentations.** Representatives of Columbia will attend financing meetings and conference calls as requested by the City. Columbia will present analysis or provide reports to City staff and others as desired by the City. Columbia has extensive experience developing reports and exhibits designed for use by governing bodies and the public. Columbia uses a team approach to staffing to ensure our ability to attend all meetings and calls.

**Investor Outreach.** Columbia has extensive experience developing investor presentations and assisting with both online investor presentations and national roadshows. For each credit Columbia can assist the City in developing a comprehensive and cost effective investor outreach strategy to boost demand for the City's paper from both current holders of City debt and potential new investors.

**Bond Insurance/Enhancement Review.** Columbia maintains working relationships with both Assured Guaranty and Build America Mutual municipal bond insurers and will monitor the potential value, if any, credit enhancement might provide the City. Columbia will use its proprietary bond insurance tool to calculate the breakeven spread differential to determine if the quoted insurance premiums make economic sense. Columbia has recently coordinated, analyzed and negotiated bond insurance quotes from Assured Guaranty and Build America Mutual on behalf of the City of Chicago and other clients.

**Rating Agency Support.** We will work with the City to prepare and present its transactions to the rating agencies. Our firm works regularly with representatives of the rating agencies and will open an early dialogue with these groups. Columbia will coordinate the preparation for any meeting with rating agencies and will be present for rating agency calls and/or presentations. We will work with the City to anticipate areas of concern and address them early before they impact ratings.

More and more frequently we are assisting our clients in developing a strategy regarding which agency or agencies to use. With the criteria used by the agencies diverging on even straightforward general obligation transactions, issuers are increasingly deciding to use the agencies that have criteria producing the best result for their individual agency.

**Provide Pricing Analysis and Support.** As a part of each transaction we provide advice on the ongoing bond market conditions to our clients. When evaluating timing for a sale we take into account expected government reports, such as employment numbers or inflation releases, as well as other bond issues anticipated to sell at a particular time. Generally, we encourage clients to avoid sale dates when potentially market-moving economic reports are released and periods involving particularly heavy supply of competing issues.

We generate our own pricing analytics using the same tools available to all investment banks. While some dealer-financial advisors claim the benefit of making their "pricing desk" available to their advisory clients, without capital at risk, that desk's opinion has no more value than the results of a comparable sale in the market. Our firm values independence and we bring this ethic to pricing negotiations by building our own data-driven case for how we think the transaction should be structured and priced.

**Competitive Sale Management.** We routinely advise on competitive sales for a variety of credits. Columbia carefully constructs the bidding parameters contained in the notice of sale to account for current market preferences while also ensuring the transaction meets the City's legal and business requirements. Columbia recommends the use of an electronic bidding website for competitive sales, but continues to permit facsimile bids to accommodate all prospective bidders. Columbia will manage the auction of the bonds and will provide onsite access to the competitive bidding platform to allow the City to watch as bids come in live during the auction. Following the auction, Columbia will ensure each bid meets the parameters set forth in the notice of sale and will verify the True Interest Cost calculation of each bid using independent software to determine the winning bidder.

**Manage the Closing Process.** When the transaction is priced, Columbia will coordinate and oversee the closing process. We will compose and circulate the closing memorandum and other administrative documents to all parties involved in the transaction and will work closely with bond counsel to ensure the closing proceeds smoothly and on time.

## In-Depth Analysis

Columbia strives to provide valuable, in-depth analysis and information together so that our clients can make informed, confidence inspiring decisions. One of the ways we do that is by providing credit profile analysis so that our clients understand the key credit drivers of any credit ratings it currently has or may pursue in the future. Columbia brings to the City significant experience working with each of the rating agencies: Moody's Investors Services, S&P Global Ratings, Fitch Ratings and Kroll Ratings. Though Kroll Ratings is a relative new comer to the municipal space, we have rare experience with this agency that most of our competitors in the area lack. In the years following the credit crisis, the rating agencies have taken steps to enhance the accuracy, consistency and transparency of their methodologies for rating bonds across industries and credit types. In certain instances, the agencies have sought feedback publicly regarding the criteria and economic factors—both quantitative and qualitative—used to calculate issuer ratings, publishing the final methodology for public reference. Columbia uses this data to develop internal models to simulate the rating process for our clients. This allows us to tailor rating strategies—especially for clients considering obtaining ratings from only those agencies offering the strongest feedback—and evaluate the potential for upward or downward rating pressures under long-term capital planning scenarios. Columbia has reviewed the City's credit profile through both S&P's and Moody's criteria and below we share some of our findings from our S&P review.

The table below illustrates our projection of the City's S&P scorecard results. Unlike the majority (90%+) of our scorecard projections where the scorecard reflects the actual rating, the City's current rating is one notch below the scorecard result. Our preliminary analysis suggest that the City is not getting full credit for its scorecard rating because its economic factor metrics are low when compared to other triple-A rated cities of the City's size. As market (property) values continue to grow in the region, we think the City's credit will continue to improve in S&P's model and may lead to a rating upgrade. For instance, Olathe, Kansas, the other Kansas City metropolitan city growing quickly like Lee's Summit, has seen market values grow by double digit percentages in recent years. Our conversations with S&P indicate if the trend continues, a one-notch upgrade to triple-A is likely. We see this potential upside for the City as well.

The City's Projected S&P Scorecard Results					Rating Range	
Factor	Weight	Implied Score/ Rating	Qualitative Adjustments	Implied Score/Rating After Adjustments	Rating	Range
Factor 1: Institutional Framework	10%	3.0	N/A	3.0	AAA	1.00 1.64
Factor 2: Economy	30%	2.5	-1.0	1.5	AA+	1.65 1.94
Factor 3: Management	20%	1.0	0.0	1.0	AA	1.95 2.34
Factor 4: Budget Flexibility	10%	1.0	0.0	1.0	AA-	2.35 2.84
Factor 5: Budgetary Performance	10%	1.0	0.0	1.0	A+	2.85 3.24
Factor 6: Liquidity	10%	1.0	0.0	1.0	A	3.25 3.64
Factor 7: Debt/Contingent Liabilities	10%	3.0	0.0	3.0	A-	3.65 3.94
<b>Weighted Average Score</b>		<b>1.85</b>		<b>1.55</b>	BBB+	3.95 4.24
<b>Corresponding Rating</b>		<b>AA+</b>		<b>AAA</b>	BBB	4.25 4.54
<b>Qualitative Adjustment Notes:</b>					BBB-	4.55 4.74
1. Factor 2: One point positive adjustment for participating in a broad diverse economy					BB	4.75 4.94
					B	4.95 5.00

## Why Columbia?

We understand that the City has its pick of a myriad of municipal advisory firms throughout the country. Interestingly, of the literally hundreds of municipal advisory firms in the U.S., most are very small—one or two people each. These firms are unlikely to have the breadth of transaction expertise and the depth of advisory experience that Columbia's team possesses. There are a few very large firms, with hundreds of advisors in offices around the country. These firms certainly have broad advisory expertise and a deep bench of personnel. But, they tend to be rigid in their organization and generic in their approach to clients—a stark contrast to the custom-tailored approach Columbia Capital develops with each of its clients. We believe that our unique mix of advisory depth, staff expertise and focus on client service make Columbia Capital the right choice for the City. Columbia serves a number of cities in the region of comparable size and with a comparable scope of City services (notably, Columbia, Olathe and Topeka) and our firm is trusted by a number of the largest and most complex issuers in the state (notably, the State of Missouri, Missouri Housing Development Commission, Missouri Environmental Improvement and Energy Resources Authority (SRF), St. Louis



**FORM NO. 6A: FEE SCHEDULE**

SCHEDULE OF HOURLY BILLING RATES FOR SERVICES/ADVISORY SERVICES

Personnel Classification	Typical Work Tasks	Hrly Billing Rates
President / Principal / Managing Director	High level advisory services	\$295
Vice President	Advisory and analytical services	\$275
Analyst	Analytical and support services	\$205
Administrative	Routine support services	\$95

Bond Issue	Cost
\$5 Million Initial Bond Issue	\$20,000
\$10 Million Initial Bond Issue	\$25,000
\$10 Million Refunding Bond Issue	\$25,000

Company Name  
Columbia Capital Management, LLC

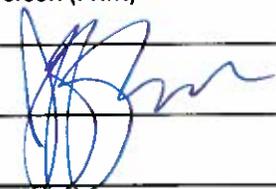
Address  
6330 Lamar Ave., Suite 200

City/State/Zip  
Overland Park, KS 66202

Telephone #                      Fax #  
913-312-8077                      913-312-8078

Tax ID No. 43-1768510

Authorized Person (Print)  
Jeff White

Signature 

Title  
Principal

Date  
10/24/17

Entity Type: Missouri Limited Liability Company

**CITY OF LEE'S SUMMIT, MISSOURI**  
**WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530,**  
**RSMo (FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)**  
**Effective 1/1/2009**

County of Johnson )

) ss.

State of Kansas )

My name is Jeff White. I am an authorized agent of Columbia Capital Management, LLC ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

Affiant

Jeff White

Printed Name

Subscribed and sworn to before me this 24<sup>th</sup> day of October, 2017.

Notary Public

SEAL



Company ID Number: 214289

- KANSAS 1 site(s)

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	<b>Barbara Lloyd</b>	Fax Number:	<b>(913) 312 - 8071</b>
Telephone Number:	<b>(913) 312 - 8070</b>		
E-mail Address:	<b>bllloyd@columbiacapital.com</b>		

CITY OF LEE'S SUMMIT  
Procurement & Contract Services  
Standardized Evaluation Form  
Proposal Ranking Score Sheet  
Composite

PROJECT: Financial Advisory Services

RFP NO.: 2018-034

Composite Proposal Score Sheet

	30 Point Questions	20 Point Questions	10 Point Questions
Outstanding	25 - 30	17 - 20	9 - 10
Exceeds Acceptable	19 - 24	13 - 16	7 - 8
Acceptable	13 - 18	9 - 12	5 - 6
Marginal	0 - 12	0 - 8	0 - 4

	Points	# Mmbr	Max Points	FIRM	FIRM	FIRM
				Springsted	CCM	IPA
1. Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? • Familiarity and experience with similar projects. • Consider any sub-consultants to be used and their experience (if applicable)	30	6	180	171	163	142
2. Applicable Resources (FORM 1/2/5) Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed on Forms 1/2/5 of the RFP • Project Manager • Project team/resources to complete project within proposed time frame	30	6	180	169	160	122
3. Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach outlined in Form 5. • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere	30	6	180	168	163	139
4. Cost (FORM 6) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	6	60	60	42	48
	100		600	568	528	451

Composite Interview Score Sheet

	30 Point	20 Point	10 Point	Points	# Mmbr	Max Points	FIRM	FIRM	FIRM
	Questions	Questions	Questions				Springsted	CCM	IPA
Outstanding	25 - 30	17 - 20	9 - 10						
Exceeds Acceptable	19 - 24	13 - 16	7 - 8						
Acceptable	13 - 18	9 - 12	5 - 6						
Marginal	0 - 12	0 - 8	0 - 4						
1. Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? • Familiarity and experience with similar projects. Consider any sub-consultants to be used and their experience (if applicable)				30	5	150	134	140	102
2. Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP • Project Manager • Project team/resources to complete project within proposed time frame				30	5	150	130	138	90
3. Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out lined in Form 5. • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • <del>Unique approaches that have been successful elsewhere</del>				30	5	150	121	138	104
4. Cost (FORM 6) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.				10	5	50	50	35	40
				100		500	435	451	336

## Packet Information

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**File #:** BILL NO. 18-09, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL. (PWC 11-21-17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.

Key Issues:

The Mid-America Regional Council (MARC) hired an independent consultant to perform a regional arterial traffic signal coordination system feasibility study, known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, which includes the City of Lee's Summit (City), as well as the other Member Agencies of MARC.

Improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency, including the City.

The City participated in Operation Green Light causing MARC to design, construct and coordinate participating signals for the City.

The City's share of the costs is \$4,800.00 per year.

The agreement is for a two-year term, renewable for one additional two-year term.

This does not obligate the City to future operating and maintenance renewals with OGL.

The City and MARC wish to enter into an Agreement which describes the parties responsibilities in funding the cost of operation of a Regional Traffic Control System, and implementing and operating such a system.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.

Background:

Operation Green Light (OGL) is a metropolitan-wide project to standardize and link traffic control systems (e.g. traffic signals) among various municipal, state and county governmental entities in both Missouri and Kansas (approximately 30 agencies). OGL is responsible for maintenance and optimization of traffic signal timings and traffic signal coordination for those intersections included in the project. The feasibility report prepared for MARC by an independent consultant recommended that traffic signals within the Jurisdictional Boundaries of all of the Member Agencies be coordinated from a single Regional Traffic Management Center. OGL is operated from the traffic control center located in MoDOT's Kansas City District office in Lee's Summit.

Operation Green Light (OGL) began in 1998 as a concept and, over the years, has progressed through technical studies, design, implementation and in to the operations and maintenance phase. The City of Lee's Summit is a participating agency with six (6) signals included in the project. The signals that are part of OGL are located along Douglas Street from Tudor Road to Colbern Road and along Colbern Road at Town Centre Boulevard. OGL is responsible for maintenance and optimization of traffic signal timings and traffic signal coordination for those intersections included in the project.

OGL has completed construction and timing for the intersections located in Lee's Summit as well as over 800 intersections located throughout the region. Continuance of the OGL program is contingent on the approval of this and similar contracts between MARC and over two dozen other local and state agencies. The operating and maintenance costs consider known federal subsidies.

The cost of \$4,800 per year provides operation and maintenance coverage for a period of 1 year. The cost has not increased from the previous two-year term. The amount of local funding obligated by renewal of this contract is included in the approved Public Works operating budget.

Presenter: Michael Park, City Traffic Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.

Committee Recommendation: The Public Works Committee voted unanimously 4-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.

## **BILL NO. 18-09**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.

WHEREAS the Mid-America Regional Council (MARC) hired an independent consultant to perform a regional arterial traffic signal coordination system feasibility study, known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, which includes the City of Lee's Summit (City), as well as the other Member Agencies of MARC; and,

WHEREAS, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency, including the City; and,

WHEREAS, the City participated in Operation Green Light causing MARC to design, construct and coordinate participating signals for the City; and,

WHEREAS, the Member Agencies and MARC desire to maintain operation of the Regional Traffic Control System for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center; and,

WHEREAS, the City's share of the costs is \$4,800.00 per year; and,

WHEREAS, The agreement is for a two-year term, renewable for one additional two-year term; and,

WHEREAS, this does not obligate the City to future operating and maintenance renewals with OGL; and,

WHEREAS, the City and MARC wish to enter into an Agreement which describes the parties responsibilities in funding the cost of operation of a Regional Traffic Control System, and implementing and operating such a system.

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

SECTION 1. That the Cooperative Agreement for Funding Operations of Operation Green Light Traffic System by and between the City of Lee's Summit, Missouri, and the Mid-America Regional Council, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.

SECTION 2. That the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

**BILL NO. 18-09**

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

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

APPROVED AS TO FORM:

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

**COOPERATIVE AGREEMENT  
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT  
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between Mid-America Regional Council ("MARC") and the City of \_\_\_\_\_, Missouri, a Constitutionally Chartered Municipal Corporation, (the "City").

**WHEREAS**, the Mid-America Regional Council performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Belton, Gladstone, Independence, Kansas City, Lee's Summit, Liberty, North Kansas City, Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies); and

**WHEREAS**, the Strategic Plan 2013-2016 established the vision, mission, objectives and goals of the program; and

**WHEREAS**, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

**WHEREAS**, the Member Agencies and MARC desire to obtain a Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center; and

**WHEREAS**, Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 16 of the Missouri Constitution and Sections 70.210 et. seq. of the Revised Statutes of Missouri to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

**WHEREAS**, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System; and

**NOW, THEREFORE**, in consideration of the covenants and conditions herein set forth, MARC and the City (collectively, the "Parties") mutually agree as follows:

**Sec. 1. STATUTORY AUTHORITY.** Pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. seq. R.S.Mo the parties enter into this Agreement to operate a Regional Traffic Control System, hereinafter defined, for the

purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center.

**Sec. 2. DEFINITIONS.** As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein, the following words shall have the meanings set forth herein:

*Exhibit 1* – Steering Committee Document

*Exhibit 2* – Scope of Services

*Exhibit 3* – Compensation

*Exhibit 4* – Insurance Requirements

*Exhibit 5* – Ownership Matrix

*Exhibit 6* – Concept of Operations

*Communications Network* – All telecommunication infrastructure between Regional Traffic Management Centers, and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

*Jurisdictional Boundaries* – the geographical boundaries of the governmental entities acting as political subdivisions of the states of Kansas and Missouri.

*Jurisdictional Control Center* – the site or location designated by the Member Agency containing various equipment, computer hardware and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

*Member Agencies* – Agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction and operations of the Regional Traffic Control System.

*Private Firms* – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

*Regional Traffic Control System* - an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

*Regional Traffic Management Center* – the site or location designated by the Steering Committee containing various equipment, computer hardware and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the "TOC".

*Steering Committee* – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction and installation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies. The membership structure and policy are set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

*Traffic Signal Controller* – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

### **Sec. 3. RESPONSIBILITIES OF PARTIES.**

(a) MARC. MARC shall perform or cause to be performed the services set forth in Exhibit 2, which is attached hereto and incorporated herein by this reference.

(b) City. In addition to the obligations set forth in this Agreement, City, in its capacity as a Member Agency, shall also perform all the obligations set forth in the document entitled "OGL Concept of Operations: Roles and Responsibilities", which is attached hereto as Exhibit 6 and incorporated herein by this reference. Furthermore, City shall not interfere with MARC's exercise of its obligations under this Agreement, including, but not limited to, MARC's deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

**Sec. 4. SHARE OF COSTS.** Subject to the conditions set forth in this Agreement, the City will pay MARC an amount not to exceed Nine Thousand, Six Hundred and 00/100 Dollars (\$9,600.00) representing the City's share of the cost for the maintenance and operation of the Regional Traffic Control System as set forth in Exhibit 3, attached and incorporated herein by this reference. The "Operation Green Light Location/ Ownership Matrix" set forth in Exhibit 5 attached hereto and incorporated into this Agreement, identifies the location and ownership of the software, hardware and other components comprising the Regional Traffic Control System.

**Sec. 5. SHARING INFORMATION.** MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the City, and the City shall share information with MARC and the Member Agencies necessary for the on-going maintenance and operation of the Regional Traffic Control System.

**Sec. 6. SEVERABILITY.** Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

**Sec. 7. AUTONOMY.** No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

**Sec. 8. EFFECTIVE DATE.** The effective date of this Agreement shall be upon complete execution by the Parties.

**Sec. 9. TERMINATION FOR CONVENIENCE.** Either party to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations incurred pursuant to this Agreement will be honored up to the effective date of termination. An agency that terminates this agreement may no longer be granted access to the Regional Traffic Control System.

**Sec. 10. MERGER.** This Agreement constitutes the entire agreement between City and MARC with respect to this subject matter.

**Sec. 11. INDEPENDENT CONTRACTOR.** MARC is an independent contractor and is not City's agent. MARC has no authority to take any action or execute any documents on behalf of City.

**Sec. 12. COMPLIANCE WITH LAWS.** MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

**Sec. 13. DEFAULT AND REMEDIES.** If MARC shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving MARC written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then MARC shall commence to cure within thirty (30) days.

**Sec. 14. WAIVER.** Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by MARC to which the same may apply and, until complete performance by MARC of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

**Sec. 15. MODIFICATION.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City and MARC.

**Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 17. AUDIT.** The City shall have the right to audit this Agreement and all books, documents and records relating thereto. MARC shall maintain all its books, documents and records relating to this Agreement and any contract during the period of this Agreement and for three (3) years after the date of final payment of the contract or this Agreement, which ever

expires last. The books, documents and records shall be made available for the City's review within fifteen (15) business days after the written request is made.

**Sec. 18. AFFIRMATIVE ACTION.** MARC shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation. MARC shall require any third party firms it contracts with ("Private Firms") to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions the Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation (USDOT) relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this Agreement.

**Sec. 19. ASSIGNABILITY OR SUBCONTRACTING.** MARC shall not subcontract, assign or transfer any part or all of MARC's obligations or interests without City's prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

**Sec. 20. CONFLICTS OF INTEREST.** MARC shall require its Private Firms to certify that no officer or employee of City, or no spouse of such officer or employee, has, or will have, a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

**Sec. 21. RULES OF CONSTRUCTION.** The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

**Sec. 22. NOTICE:** Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

City of Lee's Summit  
Attention: Michael Park  
220 SE Green St.  
Lee's Summit, MO 64063

MARC  
Attention: Director of Transportation and Environment  
600 Broadway, Suite 200  
Kansas City, Missouri 64105

**Sec. 23. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within

Jackson County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

**Sec. 24. GENERAL INDEMNIFICATION.**

(a) To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the City and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

(b) To the extent allowed by law, City shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by City under this Agreement, caused by the City, its employees, agents, subcontractors, or caused by others for whom the City is liable. Notwithstanding the foregoing, the City is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees

**Sec. 25. INDEMNIFICATION BY PRIVATE FIRMS.** MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

**Sec. 26. INSURANCE.** MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4, which is incorporated herein by this reference; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

**Sec. 27 INITIAL TERM; RENEWAL OF TERM.** The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew if City provides written notice to MARC of its intention not to renew within 180 days prior to the expiration of the Term.

**Sec. 28. CITY BUDGETING.** City represents and warrants, to the best of its knowledge and after appropriate consultation, that the terms of this Agreement conform to the requirements of the Missouri Constitution, Article VI, Section 23, 26(a). City further represents and warrants that its chief administrative office, each year during the term of this Agreement, will submit to and advocate for approval by its governing body of a budget that includes amounts sufficient to pay the City's share of the OGL Operating Costs. City also represents and warrants that its governing body, each fiscal year during the term of this Agreement, will fully consider and make all good faith and reasonable efforts to adopt a budget, for each successive fiscal period during the term of this Agreement, that specifically identifies amounts sufficient to permit City to discharge all of its obligations under this Agreement.





## EXHIBIT 1

### OPERATION GREEN LIGHT COMMITTEE

#### Role, Responsibility, and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including:* approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues arise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of May 2016)

<b>Participating Agency</b> Non-Funding Agency in Bold	<b>Membership</b> <b>(voting)</b>
Belton	1
Bonner Springs	1
Fairway	1
FHWA – MO & KS	Ex Officio
Gladstone	1
Independence	1
Kansas City, MO	1
KCScout	Ex Officio
KDOT	1
Lansing	1
Leavenworth	1
Leawood	1
Lee's Summit	1
Lenexa	1
Liberty	1
MARC	1
Merriam	1
Mission	1
Mission Woods	1
MoDOT	1
North Kansas City	1

Olathe	1
Overland Park	1
Prairie Village	1
Raymore	1
Shawnee	1
Unified Government/KCK	1
Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any **six** of the voting members of the Steering Committee, including at least **one** member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

## **EXHIBIT 2**

### **SCOPE OF WORK**

#### **1. Project Management**

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

#### **2. Traffic Signal Timing**

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

### **3. Operations and Maintenance**

#### ***3.1. Computer Software and Databases***

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

#### ***3.2. Computer Network***

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

#### ***3.3. Field Communications System***

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

#### ***3.4. Traffic Signal Controllers***

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

**EXHIBIT 3**  
**COMPENSATION**

- A. The amount the City will pay MARC under this contract will not exceed **Nine Thousand, Six Hundred and 00/100 Dollars (\$9,600.00)**. This amount represents the City share of the total project cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

<b>Table 1</b>			
<b>Operation Green Light Program</b>			
<b>Annual Operations Costs</b>			
Annual Operating Cost per Signal			\$1,600
Total Agency Signals in OGL			6
Total Agency Unsubsidized Annual cost			\$9,600.00
<b>Cost per Year Subsidized</b>			
Year	Federal Percentage	Annual Cost	Local Agency Cost
2017	50%	\$9,600.00	\$4,800.00
2018	50%	\$9,600.00	\$4,800.00
<b>Total</b>			<b>\$9,600.00</b>

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

## Exhibit 4

### INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers’ Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory  
Employers Liability  
\$100,000 accident with limits of:  
\$500,000 disease-policy limit  
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Fee Minimum Limits</u>	<u>Professional Liability Minimum</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm’s failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

**EXHIBIT 5**

**Operation Green Light Location / Ownership Matrix**

<b>Component</b>	<b>Location</b>	<b>Purchased By</b>	<b>Owned By</b>	<b>Maintained By</b>	<b>Comments</b>
<b>Software/Firmware</b>					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	
Genetec Video System	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
<b>Computer Hardware</b>					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
<b>Field Hardware</b>					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extention of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL owns switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
<b>Miscellaneous</b>					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MoDOT	MoDOT	MoDOT	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

\* MARC maintained components to be maintained by joint-funded agreement

## **Exhibit 6**

# **OGL Concept of Operations: Roles and Responsibilities**

### **Introduction**

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

### **Signal Timing**

#### **Initial Deployment of Regional Timing Plans**

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
  - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
  - Critical intersections of a corridor
  - An initial common corridor cycle length for each of the plans identified (i.e. am,



pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
  - phase sequencing
  - splits
  - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
  - Review the regional timing plans developed
  - Review any software models developed
  - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

### **Providing Maintenance Timing Plans**

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

### **Incident Management**



The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

### **Citizen Complaints**

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

### **Dispute Resolution**

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

### **Emergency Provisions**

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

## **Field Communication Operation and Maintenance**

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.



### **Controller Upgrades and Work inside the Traffic Controller Cabinet**

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

### **Technical Support for OGL Computer Network**

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

### **The Traffic Operations Center**

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.

## Packet Information

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**File #: 2018-1778, Version: 1**

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Presentation and consideration of an update to the City's Right-of-way Code

### Issue/Request

Presentation and consideration of an update to the City's Right-of-way Code in Chapter 26

### Key Issues:

- City has primary responsibility for the use including safe conditions of the right-of-way, but State continues to reduce authority and increase duties
- Enacted and pending legislation has or will increase duties, remove authority and open up the right-of-way to uses not previously required
- Updating the Code will place the City in a position to retain as much authority as allowed under State and federal law and provide some protection for City property and abutting landowners

### Background:

From the beginning of statehood, cities have "owned" the rights-of-way (ROW) and had the nondelegable duty to maintain the ROW in a safe condition for their intended use. ROW is an easement in most instances. Occasionally cities own the ROW in fee title. When property is dedicated as ROW, the Cities (and counties) hold the ROW in trust for the public for limited purposes.

Appropriate and lawful uses of the ROW include pedestrian and vehicular traffic and utility use. Until 2000, a utility was required to seek a City's consent to use its streets. This was accomplished in a variety of ways but generally through a franchise which was a contract to use the ROW for a limited purposes and usually included rental payments called "franchise fees". In most cities the citizens voted on granting franchises. Beginning in 2000, the State began requiring consent of cities and attempting to control the terms of use including the ability to recover any fees for the ROW use by a for profit company. The ability to obtain franchises and charge for the use of the ROW has already been curtailed in many regards. The last major update of the Code was in 2009. Legislation is again pending in the current session of the General Assembly with the stated purpose of accelerating the deployment of small wireless facilities on the ROW, easements and City owned land. Updating the current City Code with this pending legislation in mind will, to the greatest extent possible, preserve the City's authority. The PowerPoint presentation provides more detail on the areas the proposed update would touch upon.

Presenter: Nancy K Yendes, Chief Counsel, Infrastructure and Planning

Recommendation: Staff recommends moving the proposed update to the City's Right-of-way Code forward for consideration and adoption.



PROPOSED UPDATE OF CITY OF LEE'S  
SUMMIT RIGHT-OF-WAY  
MANAGEMENT CODE

PROPOSED AMENDMENT OF ARTICLE III  
CHAPTER 26, STREETS, SIDEWALKS AND  
OTHER PUBLIC PLACES

January 18, 2018

# WHAT IS THE RIGHT-OF-WAY (ROW)?

- Streets and alleyways
- “Owned” by a city, county or state
- May be easement or fee simple title
- If an easement, held in trust for the public
- Nondelegable duty of government to maintain in a safe manner for its intended purpose
- Purpose is for pedestrian or vehicular traffic and utility use, entitled to unobstructed path of travel
- State has no property interest in a City street

# WHY NOW?

- Preserve authority commensurate with responsibilities imposed by state law
- Protect other users of ROW including travelers
- Protect abutting landowners from infringement of rights and harm to property
- Protect restrictions on uses (wetlands)
- Protect contractual rights (City and others)
- Acknowledge changing landscape with new bills introduced attempting to restrict all the above and the City's ability to deal with them

# HISTORY FOR COMMON LAW

- Concept of public ROW is thousands of years old
- “Kings Highway” – public roads for use of the King and all his subjects
- Peace Treaty of Paris, 1783 – relinquished title to all roads which passed to colonies
- U.S. Constitution recognized importance, Art I, Section 8 – allows Congress to create postal roads and post office
- States legislated on their own rights-of-way as the sovereign
- Landowner has a common law right to dedicate rights-of-way for public use, but has to be accepted

# Pre-2000 legislation

- 1851 – telephone and telegraph could construct on public roads, city can tell how and where to build
- 1866 – must have city's consent which is a "franchise" or writing as required by the statute of frauds for cities (means can charge rent to use) – *Plattsburg v. Peoples' Co.*, 88 Mo.App. 306 (1901)
- 1877 – certain classes of cities had to have election on franchises for all utility users
- Pre-1903 Plats may dedicate streets to cities

# AFTER 2000 ON STATE LEVEL

- SB 369 2001 EFFECTIVE DATE
  - State wanted to preempt local consent methods (franchise, license, rental payments, required voting)
  - Provided for limited grandfathering and some revenues
  - Defined Public Utility very broadly
  - Limited to those owning or controlling a facility in the ROW

# AFTER 2000

- 2007 Video Services Providers Act
  - Statewide cable franchise
  - Set terms to use the City ROW
  - Reduced revenue to 5% net
  - Prohibited in-kind services
  - Left in place PEG channels
  - Give a City 10 days notice going to start providing services
  - No local mandatory buildout requirement

# AFTER 2000

- HB 331 IN 2013 (Uniform Wireless Communications Infrastructure Deployment Act)
- 22 new sections on telecommunications
  - Reduced costs could include in fees
  - Shot clock for review of ROW permits (31 days)
  - Grandfather ROW users who were there before August 28, 2001
  - Force through zoning approvals on towers
  - Removed poles from exception to definition of ROW
  - “Encourage” use of public lands for wireless deployment

# AFTER 2000

- 2014 SB 649 AND SB 653
  - Reenacted 2013 law as there was a Court challenge pending

# CURRENT MISSOURI STATUTORY DEFINITION ON WHAT IS THE ROW FOR PUBLIC UTILITIES

- Current statutory definition:

Section 67.1830 for utility use defines it as:

“Public right-of-way”, the area on, below or above a public roadway, highway, street or alleyway in which the political subdivision has an ownership interest, **but not** including:

- (a) The airwaves above a public right-of-way with regard to cellular or other nonwire telecommunications or broadcast service;
- (b) Easements obtained by utilities or private easements in platted subdivisions or tracts;
- (c) Railroad rights-of-way and ground utilized or acquired for railroad facilities; or
- (d) Poles, pipes, cables, conduits, wires, optical cables, or other means of transmission, collection or exchange of communications, information, substances, data, or electronic or electrical current or impulses utilized by a municipally owned or operated utility pursuant to chapter 91 or pursuant to a charter form of government;

# PROPOSED STATE CHANGES FOR “SMALL” WIRELESS DEPLOYMENT

- For “small” wireless deployment
  - SB837
  - 67.5111 new statute applicable only to “small” wireless facilities and the utility poles attached to:
    - (19) “Right-of-way”, the area on, below, or above a public roadway, highway, street, sidewalk, alley, utility easement, or similar property, but not including federal interstate highway;  
NOTE: Exceptions are out and “similar property” not defined

# SB 837

- Limit application fees and total of what charge
- Allow large multi-applications to be combined and shot clock of ten days
- Allow “outside the ROW” in areas not exclusively zoned for single-family residential use
- Allow ROW users to change out City poles
- Allow ROW users to change out poles that are decorative
- Give the right to use City owned property to wireless providers

## WHAT WOULD PROPOSED CITY CODE UPDATE DO?

- Amend Chapter 26, Article III
- Assert the City's authority as broadly as possible
- Treat all similarly situated ROW users in a competitively-neutral and nondiscriminatory fashion including "vertical landlords"
- Standardize for all ROW users how they obtain consent
- Create a "license" with enforceable requirements such as bonding, insurance, notice to the City, and information to be submitted

- Update definitions
- Allow the Director of Public Works to adopt reasonable standards for design and installation within the ROW
- Require adequate security for users and define what that is (bond, insurance, lien)
- Give the City the opportunity to protect the rights of abutting landowners, the City's property and restricted use property
- Place requirements on ROW users including compliance with zoning regulations

- Require an attachment agreement if entity is using City poles
- Avoid speculative construction in the ROW which takes up a finite space
- Make sure structures meet engineering standards for our location (weather and fall path)
- Create restrictions for poles that are not a part of a system of poles that are physically connected to each other as a distribution system (new subsection)



Proposed Update

Questions?

## Packet Information

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**File #:** 2017-1748, **Version:** 1

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Paragon Star - Presentation of I-470 Western Gateway Transportation Development District proposal

Issue/Request:

Paragon Star - Presentation of I-470 Western Gateway Transportation Development District proposal

Key Issues:

The Paragon Star Development Team will be presenting the City Council with a request to form a new regional Transportation Development District (referred to as the I-470 Western Gateway TDD). The purpose of forming a new TDD and replacing the existing regional TDD is to include additional properties including the Paragon Star Village (retail area), and fund additional projects in the region.

A resolution supporting the formation of the I-470 Western Gateway TDD has been placed on the January 4, 2018 City Council agenda for consideration. Approval of the resolution will authorize staff to file an action in Jackson County Circuit Court to form the I-470 Western Gateway Transportation Development District. This TDD will fund improvements to the I-470 and View High interchange to convert View High Drive under the interstate into a diverging-diamond configuration, along with other transportation improvements within and near the TDD.

Proposed City Council Motion:

Presentation only. A Resolution supporting the formation of the proposed I-470 Western Gateway TDD has been placed on the January 4, 2018 City Council agenda for consideration.

Background:

**The Existing Regional TDD (Southwest I-470 TDD) -**

The City Council previously authorized the formation of the Southwest I-470 Transportation Development District (the "Southwest I-470 TDD"). This TDD was approved by the Jackson County Circuit Court on September 12, 2016 and formation was completed in an election of the property owners in December 2016. The Southwest I-470 TDD generally includes the property within the Summit Woods Shopping Center and property along the north side of I-470 from Pryor Road to View High Drive. The purpose of the Southwest I-470 TDD was to fund regional transportation improvements that would allow the Paragon Star sports and entertainment complex to be constructed.

The Southwest I-470 TDD is operational, but the TDD sales tax has not been imposed. There are several conditions that must be satisfied to impose the Southwest I-470 TDD sales tax, some of which have not been completed. The boundaries of the Southwest I-470 TDD did not include the planned retail areas in the Paragon Star project.

**Public Incentive Restructuring -**

The City Council has previously approved a TIF Plan and a Community Improvement District for the project, along with the TDD discussed above. Paragon Star is preparing to restructure the public financing components of the project, which includes a larger transportation development district that will fund additional road and transportation projects. This restructuring includes a larger TDD so that the TDD sales tax is also imposed on the retail areas in the Paragon Star project.

Expansion of an existing TDD requires the unanimous consent of all property owners in the existing TDD area. This would be practically impossible given the diverse ownership of property in the existing Southwest I-470 TDD.

As a result, Paragon Star is proposing to form a new TDD which would have expanded boundaries and an expanded project list. If approved, the 1% sales tax would go into effect throughout the district boundaries, including the Summit Woods shopping center and the planned retail area for the Paragon Star project.

If the resolution is approved by the City Council, the Paragon Star Community Improvement District will adopt a similar resolution and then City staff will file a petition in Jackson County Circuit Court to form the new TDD. If the new TDD is approved at an election by the property owners in the district area, the existing Southwest I-470 TDD will be terminated. Only one new 1% sales tax will be imposed in the Summit Woods Shopping Center.

Timeline:

If the resolution is approved, the TDD petition would be filed in circuit court as soon as the Paragon Star CID approves a similar resolution of support. It is projected that a court order for the TDD could be received during the first quarter of 2018, subject to circuit court dockets and scheduling, and the property owner election could occur during the second quarter of 2018.

Presenter:

Paragon Star Development Team

David Bushek, Gilmore & Bell, Economic Development Counsel for the City  
City Staff



# PARAGON STAR

Lee's Summit City Council

04 January 2018

Regional Destination

Mixed-Use Development

Best in Class

Projected 210-Acre,  
\$400 Million Multi-  
Phased Mixed Use  
Development

Sports &  
Recreation  
Complex/Village-  
Entertainment  
District

New Regional  
Infrastructure to  
Support Development  
in Lee's Summit's  
Western Gateway



# PARAGON STAR



# Sports & Recreation Complex

- 10 FIFA Regulation Fields & 6 Junior Fields – Artificial Turf & Lighted
- Clubhouse & Cantina w/ viewing decks overlooking championship field
- Major Trailhead to serve the Little Blue Trace and Rock Island Corridor Trails
- Field House
- Bocce, Pickleball & Sand Volleyball Courts
- Ziplines & Rope Course
- Ferris Wheel



# Entertainment District/Village

- Multi-Family Housing, Lodging, Office, Dining & Entertainment Venues:
  - ◆ Restaurant = 60,000 sq.ft.
  - ◆ Entertainment = 15,000 sq.ft.
  - ◆ Mercantile = 15,000 sq.ft.
  - ◆ Hotel 1 = 134 rooms
  - ◆ Hotel 2 = 98 rooms
  - ◆ Class A Office Space = 95,000 sq. ft.
  - ◆ Luxury Multi-family Units = 380
- Outdoor Public Space w/ sports viewing & live music
- Combination of first-to-market establishments & local favorites





FINKLE + WILLIAMS  
ARCHITECTURE



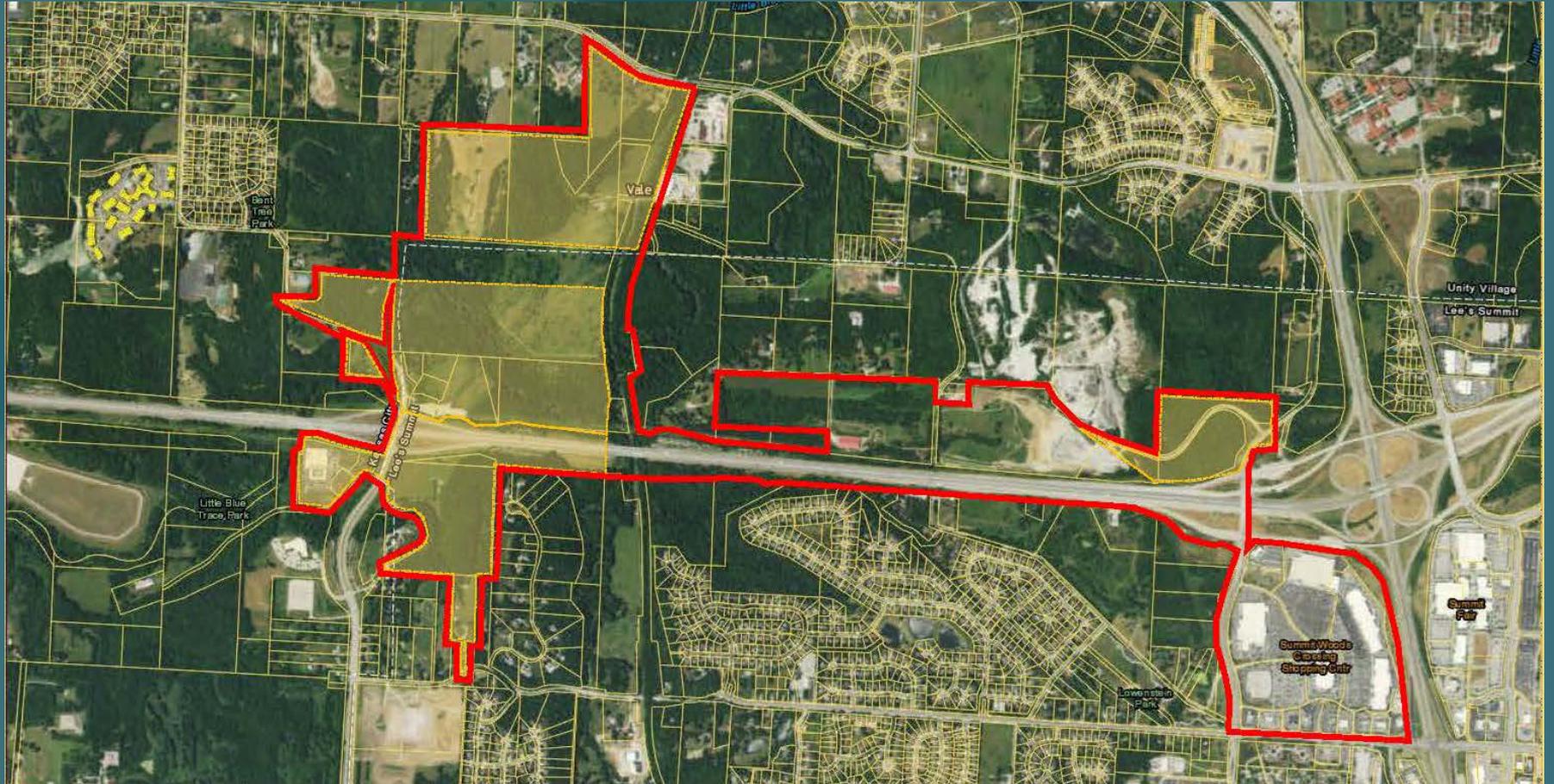
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ARCHITECTURE



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ARCHITECTURE

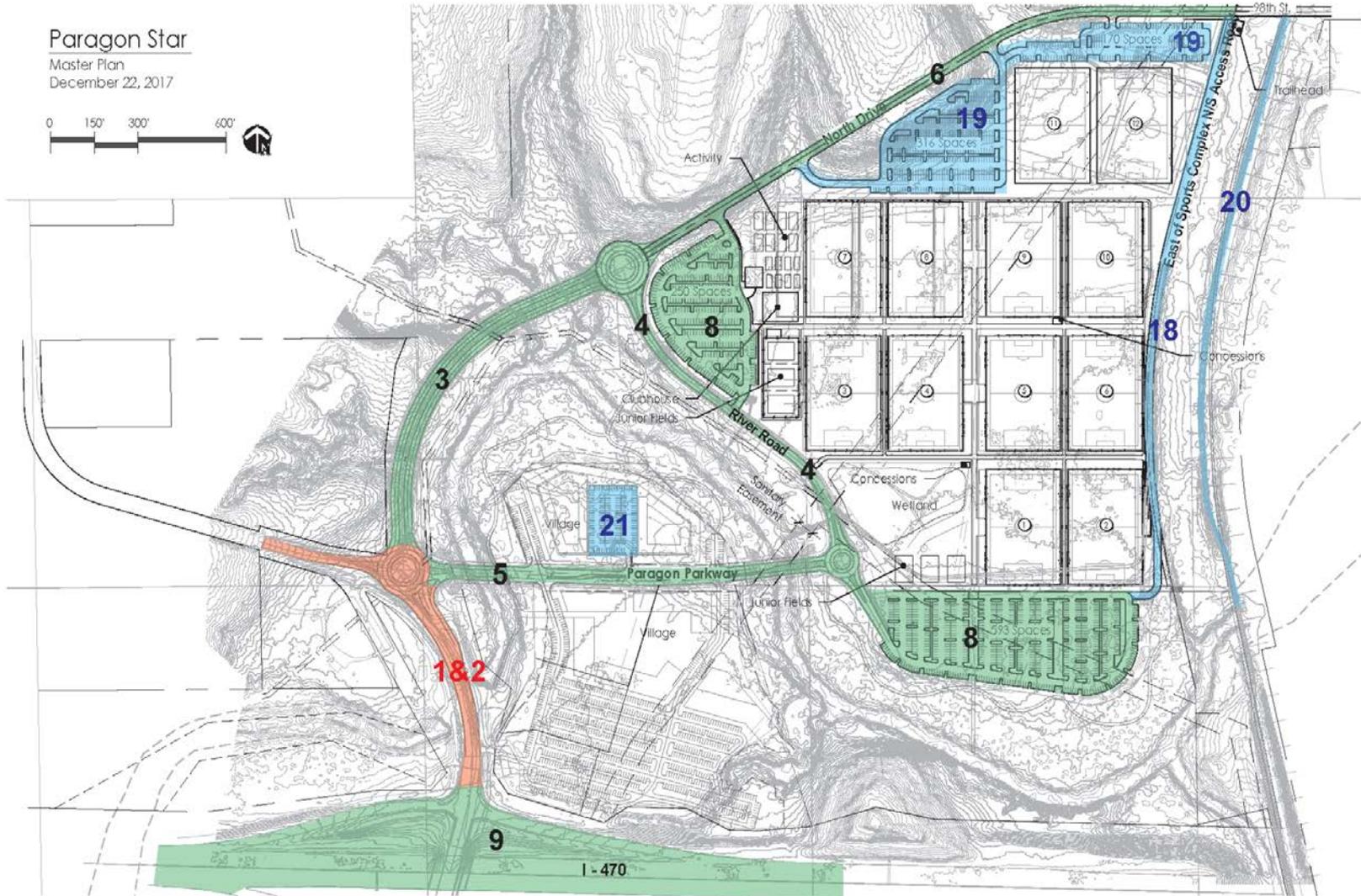
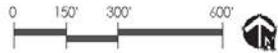


# New Regional Transportation Development District



# Paragon Star

Master Plan  
December 22, 2017



# Estimated Project Budget

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>TOTAL PROJECT COSTS</b>	<b>\$246,660,574</b>	<b>\$37,894,876</b>	<b>\$5,424,721</b>	<b>\$29,811,101</b>	<b>\$1,000,000</b>	<b>\$21,085,840</b>	<b>\$0</b>	<b>\$146,451,518</b>
Total Project Costs (Rounded)	\$247,000,000	\$38,000,000	\$5,000,000	\$30,000,000	\$1,000,000	\$21,000,000		\$146,000,000
Percentage of Contribution to Project Costs		15.38%	2.02%	12.15%	0.40%	8.50%	0.00%	59.11%
Approved TIF Plan 2-17-16	212,000,000	21,904,000	1,038,000	13,141,000	1,000,000	20,000,000		151,000,000
		10.33%	1.90%	6.20%	0.47%	9.43%		71.23%

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>1. Real Property Costs</b>								
Private Real Property	2,000,000							2,000,000
Property of City of Lee's Summit	1,006,494			417,536				\$588,958
Property of Jackson County, Missouri								
Alternative North Route ROW	2,965,500	2,500,000		465,500				
Other Land Costs	-	-						
Wetlands Mitigation	1,200,000			1,200,000				
Rock Island Railroad Trail (2 miles)	2,000,000					2,000,000		
Capital Replacement Fund for Fields	3,000,000					3,000,000		
Trailhead Parking Deck	2,000,000					2,000,000		
Trolley Cars	1,000,000					1,000,000		
<b>Total Real Property Costs</b>	<b>15,171,994</b>	<b>2,500,000</b>	-	<b>2,083,036</b>	-	<b>8,000,000</b>	-	<b>2,588,958</b>

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>2. Sports Complex, Roads, Utility, Water, Sewer &amp; Infrastructure Improvements - 1 of 2</b>								
Sports Complex	14,101,833		3,326,802	10,775,031				
Sports Complex Technology	4,000,000					4,500,000		
Clearing & Grubbing	325,000	292,500	5,363	27,137				
Cut	1,387,000	1,249,000	22,770	115,230				
Fill, including fill for flood plan	2,305,000	1,305,000	165,000	835,000				
Landscape	500,000	450,000	8,250	41,750				
Bridge #1 (140x68)	1,428,000	1,428,000						
Bridge #2 (140x68)	1,428,000	1,428,000						
Sanitary Sewer within right of way	415,000	207,500	34,238	173,262				
Storm Sewer within right of way	582,000	465,600	19,206	97,194				
Water Main within right of way	660,000	528,000	21,780	110,220				
Seeding	232,000	185,600	7,656	38,744				
Road #1	291,000	-		291,000				
Road #2	770,000	-		770,000				
Road #3	792,000	792,000						
Road #4	486,000	486,000						
Roundabout	1,500,000	1,500,000						
Parking #1	1,727,000	1,727,000						
Parking #2	493,000	493,000						

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>2. Sports Complex, Roads, Utility, Water, Sewer &amp; Infrastructure Improvements - 2 of 2</b>								
Erosion Control (4%)	542,000	433,600	17,886	90,514				
Primary Electrical Duct Bank within right of way	625,000	562,500	10,313	52,157				
Improvements to Existing Interchange	6,000,000	5,000,000			1,000,000			
View High North of DDI	800,000					800,000		
Lee's Summit Waterline Extension	1,300,000			1,300,000				
North Village Infrastructure	694,000			694,000				
South Village Infrastructure	2,205,000			2,205,000				
Walking Trails (Little Blue Trace)	1,167,216					1,167,216		
Shared Trail	506,000	506,000						
View High Extension	-							
Alternative North Route / North South Access Road	3,000,000	3,000,000						
Additional Transportation Design for DDI	775,000	775,000						
Storm Water Pipe (Village)	1,000,000			1,000,000				
Parking Garage (Village)	8,000,000	4,000,000						4,000,000
<b>Subtotal Road, Utility, Infra,</b>	<b>60,037,049</b>	<b>26,814,300</b>	<b>3,639,264</b>	<b>18,616,239</b>	<b>1,000,000</b>	<b>6,467,216</b>	<b>-</b>	<b>-</b>
Contractor Overhead & Profit (9%)	5,403,334	2,413,287	327,534	1,675,462		582,049		-
Architecture Engineering (8%)	4,802,964	2,145,144	291,141	1,489,299		517,377		-
Contingency (15%)	9,005,557	4,022,145	545,890	2,792,436		970,082		-
<b>Total Sports Complex, Road, Utility, Infra,</b>	<b>\$79,248,905</b>	<b>\$35,394,876</b>	<b>\$4,803,828</b>	<b>\$24,573,435</b>	<b>\$1,000,000</b>	<b>\$8,536,725</b>	<b>\$0</b>	<b>\$0</b>

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>3. Building Costs</b>								
Hotel	18,078,000							18,078,000
Retail (non-restaurant / bar)	4,900,000							4,900,000
Garage (300 stalls)	4,500,000							4,500,000
Retail (restaurant / bar)	6,000,000							6,000,000
Entertainment Center	23,580,000							23,580,000
Office	27,000,000							27,000,000
Residential	50,000,000							50,000,000
Clubhouse / Restaurant	8,090,560							8,090,560
<b>Subtotal Building Costs</b>	<b>142,148,560</b>	-	-	-	-	-	-	<b>142,148,560</b>
Contractor Overhead & Profit (9%)	included							
Architecture Engineering (7%)	included							
Contingency (15%)	included							
<b>Total Building Costs</b>	<b>\$142,148,560</b>	-	-	-	-	-	-	<b>\$142,148,560</b>

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>4. Soft Costs</b>								
Infrastructure	124,000		20,460	103,540				
Traffic Study	28,000		4,620	23,380				
Excise Tax	700,000							700,000
Environmental Impact Statement Wetlands	150,000		24,750	125,250				
Site Survey	25,000		4,125	20,875				
Other Studies (including not limited to RERC, HVS, hotel, Integra))	310,000		51,150	258,850				
Legal Fees - Development	350,000		57,750	292,250				
Legal Fees - Development	200,000		33,000	167,000				
Legal Fees - Transaction	850,000		24,750	125,250				650,000
Other Professional Consultants, predevelopment, including City consultants, plan implementation	450,000		74,250	375,750				
Other Professional Consultants, predevelopment, including City consultants, plan implementation	200,000		33,000	167,000				
Developer Fee	1,500,000		247,500	1,252,500				
Title Costs, closing costs, Taxes, Insurance & Misc.	200,000		33,000	167,000				
Construction Management & Design / Engineering Contingency	4,549,115					\$4,549,115		
Construction Interest and Financing Costs	455,000		12,538	75,985				364,000
<b>Total Soft Costs</b>	<b>\$10,091,115</b>	<b>\$0</b>	<b>\$620,893</b>	<b>\$3,154,630</b>	<b>\$0</b>	<b>\$4,549,115</b>	<b>\$0</b>	<b>\$1,714,000</b>

# TIF Amendment No. 1 Project Costs & Expenditures

	<u>TIF</u>	<u>CID</u>
Purchase Price for City Land	417,536	
View High Road Segments 1 & 2	1,161,000	
Alternative Route North ROW	465,500	
Wetland Mitigation	1,200,000	
Lee's Summit Water Extension	1,300,000	
Sports Complex Increase (from State Allocation)	5,538,000	
North Village Infrastructure	694,000	
South Village Infrastructure	2,205,000	
Storm Water Pipe (Village)	1,000,000	
Legal Fees - Development	167,000	33,000
Other Professional Consultants	167,000	33,000
<u>Total Increase in reimbursement</u>	<u>14,315,036</u>	<u>66,000</u>

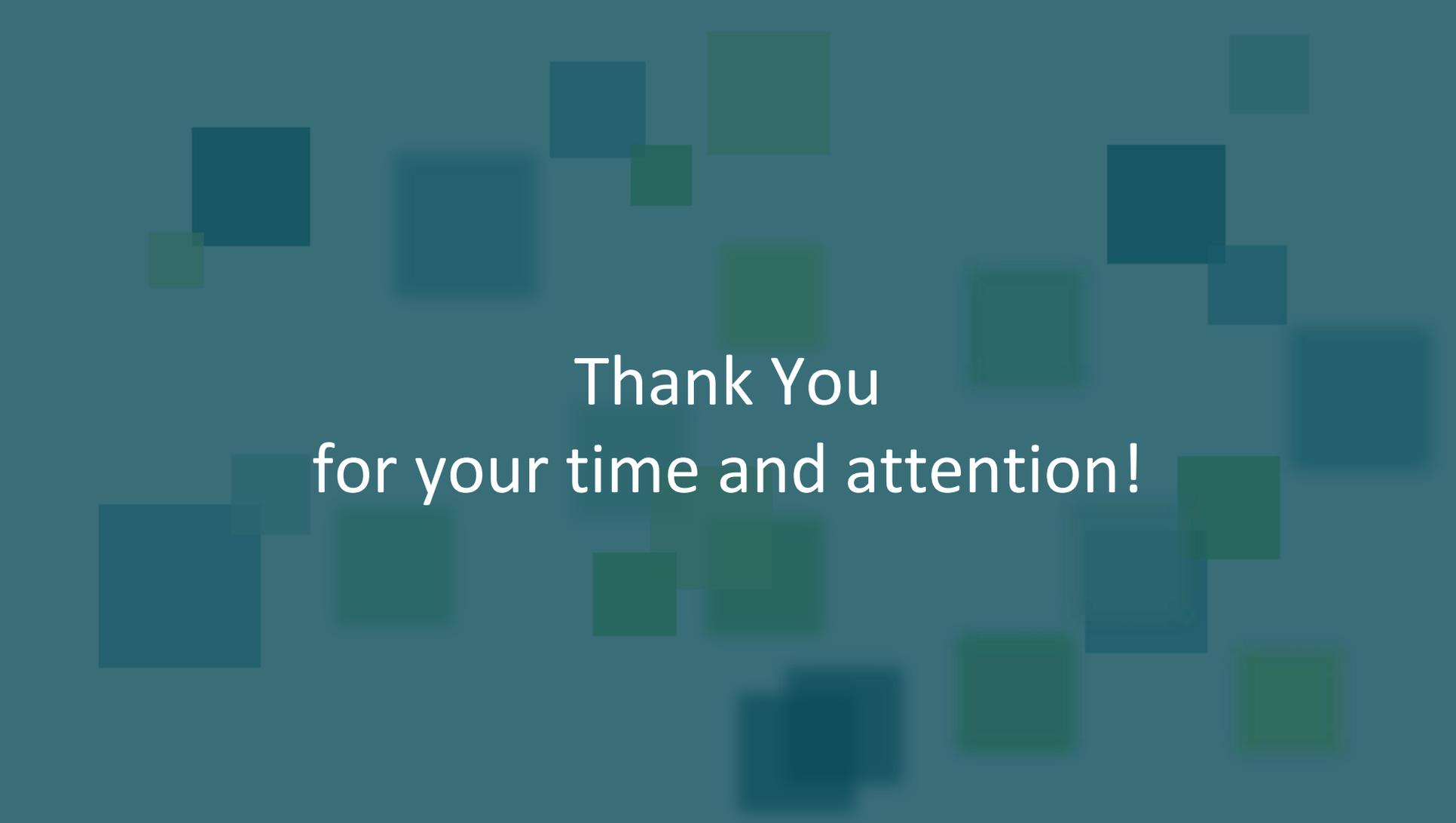
# Revenue Projections

## Approved TIF Plan Estimated Revenue Projections

TIF-CID	NPV@6%	\$28,045,226
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## Proposed TIF Plan Amendment No. 1 Estimated Revenue Projections

TIF-CID & TDD (Captured)	NPV@6%	\$33,947,315
Other TDD 50% (Non-Capture)	NPV@6%	3,440,534
Other CID 25% (Non-Capture)	NPV@6%	1,720,268



Thank You  
for your time and attention!

**IN THE CIRCUIT COURT OF JACKSON COUNTY  
STATE OF MISSOURI**

**IN RE THE CREATION OF THE  
I-470 WESTERN GATEWAY  
TRANSPORTATION  
DEVELOPMENT DISTRICT.**

**CITY OF LEE’S SUMMIT, MISSOURI,**  
220 S.E. Green Street  
Lee’s Summit, Missouri 64063  
a Missouri constitutional charter city

Petitioner,

vs.

**I-470 AND VIEW HIGH COMMUNITY  
IMPROVEMENT DISTRICT,**  
a Missouri political subdivision  
c/o Bushyhead, LLC  
315 SE Main Street  
Lee’s Summit, MO 64063

**JACKSON COUNTY, MISSOURI,**  
c/o County Legislative Clerk  
415 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

-and-

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION,**

SERVE:  
Pamela Harlan  
Secretary to the Commission  
Highways and Transportation Office Building  
105 West Capitol Avenue  
Jefferson City, Missouri 65101  
Telephone: 573-751-2824

Respondents.

Case No. \_\_\_\_\_

Division \_\_\_\_\_

**PETITION FOR THE CREATION OF A  
TRANSPORTATION DEVELOPMENT DISTRICT**

COMES NOW, Petitioner, by and through its attorneys, pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended ("**TDD Act**") (all statutory references are to RSMo unless otherwise indicated), and files this Petition for the purpose of creating a transportation development district ("**District**"), and in support thereof states as follows:

**I. The Parties**

1. Petitioner, City of Lee's Summit, Missouri ("**City**"), a constitutional charter city of the state in which the District will be located, is a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act, and for purposes of filing a petition for creation of the District pursuant to Section 238.207.5 of the TDD Act.
2. Respondent, the Board of Directors of the I-470 and View High Community Improvement District, (the "**CID**"), a community improvement district and political subdivision of the state in which the District will be located, is a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act.
3. Respondent, Jackson County, Missouri (the "**County**"), is a political subdivision of the state in which the District will be located and is a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act.
4. Respondent, Missouri Highways and Transportation Commission ("**MHTC**"), is the state agency constitutionally responsible for constructing and maintaining the Missouri highway system and is a necessary party under Section 238.207.5(3)(c) of the TDD Act.
5. All necessary respondents have been joined.

**II. Jurisdiction and Venue**

6. Jurisdiction is proper in this Court pursuant to Section 238.207.5, of the TDD Act.
7. Venue is proper in this Court pursuant to Section 238.207.5, of the TDD Act, in that the proposed District lies entirely within Jackson County, Missouri.

**III. Petition Requirements**

8. Petitioner City is the governing body of a local transportation authority acting in its official capacity calling for the joint establishment of the District pursuant to Section 238.207.5 of the TDD Act. A resolution of the City Council of the City calling for the establishment of

the District is attached hereto as **Exhibit D**.

9. Respondent CID is an affected local transportation authority within the District and supports the formation of the District. A resolution of the board of directors of the CID calling for the establishment of the District is attached hereto as **Exhibit D**.
10. Respondent County is an affected local transportation authority within the District because it will have jurisdiction over one or more of the Transportation Projects (as defined below).
11. The name and address of each Respondent, including the Missouri Highways and Transportation Commission and each “affected” local transportation authority within the boundaries of the District (except the Petitioner), is listed as follows:

I-470 & View High Community Improvement District  
315 SE Main Street  
Lee’s Summit, MO 64063

Jackson County, Missouri  
415 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

Missouri Highways and Transportation Commission  
105 West Capitol Avenue  
Jefferson City, Missouri 65101

12. The District is composed of contiguous land pursuant to Section 238.207.5(2) of the TDD Act.
13. The property to be included in the proposed District is specifically described in **Exhibit A**, attached hereto and incorporated herein, and the boundaries of the proposed District are illustrated on the map that is **Exhibit B**, attached hereto and incorporated herein.
14. The name of the proposed District will be the “I-470 Western Gateway Transportation Development District.”
15. The board of directors of the District will have six (6) members which shall be comprised of the presiding officer of each affected local transportation authority and one person designated by the governing body of each affected local transportation authority within the District pursuant to Section 238.220.3(1) of the TDD Act; provided that upon the dissolution of any affected local transportation authority, the board of directors of the District shall be comprised of the presiding officer and the authorized designee of each remaining affected local transportation authority within the District.

16. The terms of office of the board members who are the presiding officers of the City, CID and County shall coincide with their terms as a presiding officer for the appropriate affected local transportation authority. The terms of office of the board members who are appointed by the governing body of each of the City, CID and County shall be as designated by the appropriate governing body, and such persons may be removed by the appropriate governing body at any time with or without cause.
17. The transportation projects to be undertaken by the District (each a “**Transportation Project**” or collectively the “**Transportation Projects**”) shall consist of funding and assistance in funding of certain bridge, street, road, highway, access road, interchange, signing, signalization, parking lot, parking garage, or other related improvements and infrastructure, along with engineering and other professional costs associated with the improvements, all as more particularly described in **Exhibit C**. The approximate location of the Transportation Projects are set forth in the map in **Exhibit C**.
18. The Transportation Projects will be funded from the proceeds of a transportation development district sales tax (the “**TDD Sales Tax**”) to be imposed by the District pursuant to Section 238.235 of the TDD Act. Under the TDD Act, the District may impose the TDD Sales Tax upon approval of the “qualified voters” (as defined in Section 238.202.2(2) of the TDD Act) of the District in increments of one-eighth of one percent up to a maximum of one percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property or service are subject to taxation by the State of Missouri pursuant to the provisions of Section 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except the TDD Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to public utilities, including the sale of electricity or electrical current, water and gas, natural or artificial, nor to sales of services to telephone subscribers, either local or long distance.
19. The Petitioners desire to seek qualified voter approval of the imposition of the TDD Sales Tax at a rate not to exceed one percent (1.0%) on all transactions subject to sales taxes imposed by the District pursuant to Sections 238.235 of the Act (“**TDD Sales Tax**”) to (i) pay costs of financing or refinancing the Transportation Projects; (ii) reimburse the Petitioners for the costs of filing and defending this Petition authorized by Section 238.217 of the TDD Act; and (iii) pay the principal of, premium, if any and interest on bonds, notes

or other obligations issued pursuant to Section 238.240 or 238.242 of the TDD Act (the “**TDD Obligations**”); and (iv) to fund the costs of financing or refinancing the Transportation Projects.

20. The TDD Sales Tax is the only funding method that is planned for the District.
21. Portions of the proposed Transportation Projects are intended to be merged with the state highways and transportation system and therefore are under the Commission’s jurisdiction (the “**State Portion of the Transportation Projects**”). The remaining portions of the Transportation Projects are not intended to be so merged (the “**Local Portion of the Transportation Projects**”). Approval authority for the Local Portion of the Transportation Projects pursuant to Section 238.225, of the TDD Act, will vest with the City, or other local transportation authority, respectively, subject to all necessary permitting requirements of the applicable local transportation authorities.
22. [The District’s proposed boundaries will overlap the Southwest I-470 Transportation Development District (the “**Southwest I-470 TDD**”). The Southwest I-470 TDD will be terminated concurrently with or immediately following a successful election establishing the District.]

#### **IV. Dissolution of the District and Repeal of the TDD Sales Tax**

23. After the development and initial maintenance costs of the Transportation Projects have been paid, the District shall transfer ownership and control thereof to MHTC, or the City or another appropriate political subdivision of the state, as applicable, provided in Section 238.275 of the TDD Act, unless such transfer is made sooner with the consent of the recipient.
24. The District shall be dissolved only in compliance with Section 238.275 of the TDD Act. In no event shall the TDD Sales Tax be repealed, in whole or in part, nor shall the District be dissolved, until payment in full and satisfaction of all obligations, except in accordance with the TDD Act.
25. The proposed District will not be an undue burden on any owner of property within the District and is not unjust or unreasonable.

WHEREFORE, the Petitioners request that the Court enter a judgment and decree:

- (a) Finding and certifying that this Petition is not legally defective and that the Respondents have been duly served with process in this action, or otherwise properly appeared in this action;

- (b) Finding and certifying that the District is contiguous pursuant to Section 238.207.5(2) of the TDD Act;
- (c) Finding and certifying that the District is neither illegal nor unconstitutional and certifying the creation of the District for qualified voter approval;
- (d) Finding and certifying that the proposed funding method and mechanism is neither illegal nor unconstitutional and certifying such funding mechanism for qualified voter approval;
- (e) Finding and certifying that the proposed District is not an undue burden on any owner of real property within the District and is not unjust or unreasonable;
- (f) Finding and certifying that each Transportation Project is an authorized "project" within the meaning of Section 238.202.1(5) of the Act;
- (g) Finding and certifying the question regarding District creation, Transportation Projects development, and proposed funding for voter approval pursuant to Section 238.210.2 of the TDD Act;
- (h) Finding and certifying that the Circuit Court Clerk provided notice to the public by causing one or more newspapers of general circulation serving Jackson County to publish once a week for four consecutive weeks a notice substantially in the form set forth in Section 238.212.1 of the Act;
- (i) Ordering the Circuit Court Clerk, pursuant to Section 238.216 of the TDD Act, to prepare a ballot containing a single question regarding the creation of the District, the development of the Transportation Projects, and the imposition of the TDD Sales Tax in substantially the form set forth in Section 238.215.3(1) of the TDD Act;
- (j) Ordering the Circuit Court Clerk, pursuant to Section 238.216 of the TDD Act, to cause the conduct of a mail-in election, including but not limited to, the mailing of a ballot to each qualified voter who applied for a ballot pursuant to Section 238.216 of the TDD Act, providing specific mail-in election instructions, and specifying the date voted ballots shall be returned to the Circuit Court Clerk's office by mail or hand delivery;
- (k) Ordering the Circuit Court Clerk to transmit a certified copy of the results of the election to the Clerk of Jackson County, and ordering the Clerk of Jackson County to cause the same to be spread upon the records of the Jackson County Commission; and
- (l) for such other orders and findings as the Court may deem necessary and proper.

Respectfully submitted,

GILMORE & BELL, P.C.

By: \_\_\_\_\_

David W. Bushek, MO #42645  
Richard W. Wood, MO #43718  
2405 Grand Boulevard, Suite 1100  
Kansas City, Missouri 64108  
Telephone: (816) 221-1000  
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[dbushek@gilmorebell.com](mailto:dbushek@gilmorebell.com)

*Attorneys for Petitioner City of Lee's Summit,  
Missouri*

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[Attached]

TRACT 1

Owners:

City of Lee's Summit  
Target Corporation  
Summit Woods, SPE, LLC  
Summit Woods Global, LLC  
Blue Ridge Bank & Trust  
Cole OB Lee's Summit, MO  
Rare Hospitality International, Inc.  
Flint Investment Company, LLC

Parcel ID:

51-800-54-04-00-0-00-000  
51-800-54-06-00-0-00-000  
51-700-03-09-00-0-00-000  
51-700-03-12-00-0-00-000  
51-700-03-13-00-0-00-000  
51-700-03-14-00-0-00-000  
51-700-03-15-00-0-00-000  
51-700-03-16-00-0-00-000  
51-700-03-17-00-0-00-000  
51-700-03-18-00-0-00-000  
51-700-03-19-00-0-00-000  
51-700-03-23-00-0-00-000  
51-700-03-24-00-0-00-000

All of CHIPMAN-HWY 50 FINAL PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri, EXCEPT Tract C, Tract D, Lot 17 and Lot 18.

TRACT 2

Owner:

Summit Woods Global, LLC  
BEF Reit, Inc.  
Midamerican Investments, LLC

Parcel ID:

51-700-03-20-00-0-00-000  
51-700-03-21-00-0-00-000  
51-700-03-22-00-0-00-000

All of CHIPMAN-HWY 50 2ND PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri.

TRACT 3

Owner:

DHC Partners, LLC  
Summit Woods, SPE, LLC

Parcel ID:

51-800-54-07-00-0-00-000  
51-800-54-08-00-0-00-000

All of CHIPMAN-HWY 3<sup>RD</sup> PLAT LOT 14A & TRACT B1, a subdivision of land in Lee's Summit, Jackson County, Missouri.

TRACT 4

Owner:

The Family Ranch, LLC

Parcel ID:

51-800-02-11 -00-0-00-000

All that part of Section 35, Township 48, Range 32, In Lee's Summit, Jackson County, Missouri, described as follows:

From the center of said Section 35, run South 43 rods (709.5 feet); thence North 75 degrees West 9 rods (148.5 feet) to the point of beginning of the tract described herein; thence North 30 degrees East 97 rods (1600.5 feet); thence North 58 degrees West 44-3/4 rods (738.38 feet); to the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 35; thence North along said East line IO rods (165 feet) to the Northeast corner of said 1/4 1/4 section; thence West along the North line of said 1/4 1/4 section 970 feet; more or less to a point 350 feet East of the Northwest corner of said 1/4 1/4 section; thence South parallel with the West line of said 1/4 1/4 section 124 feet; thence West parallel with the North line of said 1/4 1/4 section 350 feet to the West line of said 1/4 1/4 section; thence South along said West line, 1225.31 feet to a point 29.31 feet South of the Northwest corner of the Northeast 1/4 of Southwest 1/4 of said Section 35; thence East parallel with the North line of said 1/4 1/4 section, 265.30 feet; thence South parallel with the West line of said 1/4 1/4 section, 441.15 feet to a point in a line bearing South 75 degrees East end passing through the point of beginning, thence South 75 degrees East along said line to the point of beginning

EXCEPTING that part described as follows: All that part of the Southeast Quarter of the Northwest 1/4 of Section 35, Township 48, Range 32, described as follows: Beginning at a point 124 feet South of the Northwest corner of said Quarter Quarter Section; thence East 350 feet; thence South 124 feet; thence West 350 feet to the West line of said Quarter Quarter Section; thence North 124 feet to the point of beginning.

Also EXCEPTING all that part South of the North R/W line of Interstate Route 470 by Suit No. 741042 in the Circuit Court of Jackson County, Missouri.

TRACT 5

Owner:

The Family Ranch, LLC

Parcel ID:

51-800-01-03-00-0-00-000

A tract of land in the Southwest Quarter of the Northeast Quarter of Section 35, Township 48, Range 32, City of Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 35; thence South 86 degrees 35 minutes 26 seconds East along the South line of said Northeast Quarter Section, a distance of 1311.71 feet to the Southeast corner of the Southwest Quarter of said Northeast Quarter Section, thence North 2 degrees 28 minutes 04 seconds East along the East line of the Southwest Quarter of said Northeast Quarter Section and parallel with the West line of said Northeast Quarter Section, a distance of 282.38 feet (282.15 feet Deed); thence North 52 degrees 58 minutes 43 seconds West, a distance of 1 8.00 feet (North 53 degrees 45 minutes 21 seconds West, a distance of 22.33 feet Deed) to a point on the North right of way line of Interstate No. 470 as now established. said point being the point of beginning; thence continuing North 52 degrees 58 minutes 43 seconds West, a distance of 833.08 feet (North 53 degrees 45 minutes 21 seconds West, a distance of 841.82 feet Deed); thence South 33 degrees 03 minutes 26 seconds West, a distance of 526.71 feet (South 31 degrees 23 minutes 25 seconds West, a distance of 517.25 feet, Deed) to a point on the North right of way line of said Interstate 470; thence South 84 degrees 53 minutes 05 seconds East, a distance of 561.37 feet (South 85 degrees 06 minutes 10 seconds East along said North Highway right of way line, a distance of 561.58 feet, Deed); thence North 87 degrees 59 minutes 25 seconds East, a distance of 201.56 feet (North 87 degrees 46 minutes 20 seconds East along said North right of way line, a distance of 201.56 feet, Deed); thence South 84 degrees 53 minutes 05 seconds East, a distance of 192.65 feet (South 85 degrees 06 minutes 10 seconds East along said North right of way line, a distance of 188.09 feet, Deed); to the point of beginning, subject to that part thereof in roads.

TRACT 6

Owner:

Captain Fancy Two, LLC

Parcel ID:

51-800-02-06-00-0-00-000

Part of the Southwest Quarter of the Northwest Quarter of Section 35, Township 48 North, Range 32 West in Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Beginning at the Northwest corner of said Quarter Quarter Section; thence South 86 degrees 36 minutes 33 seconds East along the North line of said Quarter Quarter Section, a distance of 1308.17 feet to a point being 20.00 feet Westerly of the East line of said Quarter Quarter Section; thence

South 02 degrees 29 minutes 11 seconds West (South 03 degrees 00 minutes 16 seconds West-Deed) parallel with the East line of the Southwest Quarter of the Northwest Quarter of said Section 35, a distance 980.90 feet to a point on the existing North right of way line of I-470 Highway; thence North 85 degrees 08 minutes 16 seconds West (North 85 degrees 02 minutes 17 seconds West-Deed) along said existing North right of way line, a distance of 145.28 feet (127.64 feet-Deed) to a point being 150 feet left of Highway Station 354+00; thence North 78 degrees 00 minutes 46 seconds West (North 77 degrees 54 minutes 47 seconds West-Deed) continuing along said existing North right of way line of I-470 Highway, a distance of 201.56 feet to a point being 175 feet left of Highway Station 352+00; thence North 85 degrees 08 minutes 16 seconds West (North 85 degrees 02 minutes 17 seconds West-Deed) continuing along said existing North right of way line of I-470 Highway, a distance of 966.76 feet (967.23 feet-Deed) to a point on the West line of said Quarter Quarter Section; thence North 02 degrees 36 minutes 11 seconds East (North 02 degrees 37 minutes 26 seconds East-Deed) along said West line, a distance of 922.17 feet (923.46 feet-Deed) to the point of beginning.

AND ALSO, the East 20.00 feet of said Quarter Quarter, bounded on the South by the North R/W line of Interstate Route 470 by Suit No. 741042 in the Circuit Court of Jackson County, Missouri, and bounded on the North by the Westerly extension of the South line of a Tract described in a warranty deed recorded in Book 1123 at Page 1716 in the recorder's office of Jackson County, Missouri.

#### TRACT 7

Owner:

The Family Ranch, LLC

Parcel ID:

51-900-01-11-00-0-00-000

The North half of the Southeast Quarter of the Northeast Quarter of Section 34, Township 48, Range 32, Lee's Summit, Jackson County, Missouri, except part in roads.

#### TRACT 8

Owner:

City of Lee's Summit

Parcel ID:

51-900-02-06-02-0-00-000

All that part of the Northeast Quarter of Section 34, Township 48, Range 32, in the City of Lee's Summit, Jackson County, Missouri, described as follows:

Beginning on the West line of said Quarter Section, and 420.99 feet North of the Southwest Corner thereof, said point being an angle point in the right of way of the Chicago, Rock Island and Pacific Railroad Company, and said point lying opposite Station 761+95 thereof; thence North 79°12'09" East, this and subsequent bearings referring to the West line of the Northwest Quarter of said Section 34 as having a bearing of North 02°29'42" East, along the Southerly line of a jog in said

Railroad right of way, a distance of 263.10 feet, to a point lying 50 feet from the centerline of the main track of said Railroad Company, measured at right angles thereto; thence North 09°16' 45" West, and parallel to said centerline of main track, a distance of 416.73 feet; thence North 87°30'18" West a distance of 171.02 feet, to a point on the West line of said Quarter Section; thence South 02°29'42" West, a distance of 468.45 feet, to the point of beginning. Except that part in Highway Right-of-Way.

TRACT 9

Owner:

Rock Island Railroad

All that part of Railroad Right-of-Way in the North half of Section 34, Township 48, Range 32, lying North of and adjacent to Interstate 470, in the City of Lee's Summit, Jackson County, Missouri.

TRACT10

Owner:

City of Lee's Summit

Parcel ID:

51-900-02-01-00-0-00-000

All of the North 500 feet of the following described Tract of land:

The North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 48, Range 32, in Jackson County, Missouri, except that part of said  $\frac{1}{2}$  of  $\frac{1}{4}$  Section conveyed to Robert McKay by deed dated April 6, 1903 and recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244 at Page 193, and except that part of said  $\frac{1}{2}$  of  $\frac{1}{4}$  Section conveyed to the Kansas City Rock Island Railway Company by deed recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244 at Page 79, containing 76.402 acres.

TRACT 11

Owner:

State of Missouri

All of the Right-of-Way of Interstate 470, beginning at the North- South Centerline of Section 34; thence Easterly to the East line of Section 35, all in Township 48, Range 32, in the City Lee's Summit, Jackson County, Missouri.

Owner:

Jacomo Trucking, Inc.  
Jacomo Trucking, Inc.  
Jacomo Trucking, Inc.  
Jacomo Trucking, Inc.

Parcel #:

51-800-01-04-01-1-00-000  
51-800-01-04-01-2-00-000  
51-800-01-04-02-1-00-000  
51-800-01-06-01-2-00-000

Legal Descriptions to be provided prior to filing Petition.

TRACT 1

Owner:

The Family Ranch, LLC

Parcel ID:

51-400-03-08-00-0-00-000

The Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 27, Township 48, Range 32, except 6.97 acres heretofore sold and except beginning 25 feet West of the Southeast corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section; thence East 25 feet; thence North 88.8 feet; thence Southwest to beginning, in Kansas City, Jackson County, Missouri.

TRACT 2

Owner:

The Family Ranch, LLC

Parcel ID:

51-440-06-01-00-0-00-000

All of Lot 6, TOWN OF VALE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT 3

Owner:

The Family Ranch, LLC

Parcel ID:

51-440-01-00-0-00-000

All of Lot 7, TOWN OF VALE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT 4

Owner:

Short Family Properties, LLC

Parcel ID:

51-400-03-06-00-0-00-000

The Southwest Quarter of the Southwest Quarter of Section 27, Township 48, Range 32, in Kansas City, Jackson County, Missouri except the West 10 acres and except the North 40 feet thereof in road.

TRACT 5

Owner:

Lee's Summit I, LLC

Parcel ID:

51-400-03-15-00-0-00-000

All of Lot 2, MASONIC HOME OF MISSOURI-WESTERN UNIT, a subdivision in Kansas City, Jackson County, Missouri according to the recorded plat thereof.

#### TRACT 6

Owner:

RBTL Industries, LLC

Parcel ID:

51-400-03-02-00-0-00-000

A tract of land in the Southwest Quarter of Section 27, Township 48, Range 32, in Kansas City, Jackson County, Missouri described as beginning at the Southeast corner of the North half of said Quarter Section and running thence North 0 degree 54 minutes 31 seconds West along the East line of said Quarter Section, 976.94 feet to the centerline of Bannister Road; thence Northwesterly along said centerline, 459.5 feet; thence South 0 degree 54 minutes 31 seconds East along a line which is 384.73 feet West of and parallel to the said East line of the Southwest Quarter of said Section, a distance of 1717.23 feet; thence along a line described in previous deeds as bearing North 38 degrees 15 minutes East, but actually bearing North 37 degrees 08 minutes 41 seconds East, a distance of 624.08 feet to the point of beginning, except that part in roads, if any.

ALSO

Except that part lying within 50.00 feet of the centerline of Bannister Road, as it presently exists.

#### TRACT 7

Owner:

RBTL Industries, LLC

Parcel ID:

51-440-03-01-00-0-00-000

That part of the Northwest Quarter of the Southeast Quarter of Section 27, Township 48, Range 32, Kansas City, Jackson County, Missouri, described as follows: beginning at a point on the West line of the Northwest Quarter of the Southeast Quarter of said Section 27, said point being located 392.80 feet Southerly from the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 27, said point also being in the Southerly right of way line of Bannister Road 40 feet from the center line as now established; thence continuing Southerly along said West line of said Northwest Quarter of said Southeast Quarter of said Section 27, 930.77 feet of the Southwest corner of said Northwest Quarter of said Southeast Quarter of said Section 27; thence Easterly along the South line of said Northwest Quarter of said Southeast Quarter of said Section 27, 387.57

feet to a point in the Westerly right of way line of the Chicago Rock Island and Pacific Railroad; thence Northerly along said Westerly right of way line of said Railroad parallel to the center line of said Railroad, 390.95 feet to a point; thence Easterly and perpendicular to the last described course 100.00 feet to a point; thence Northerly and perpendicular to the last described course along the Westerly right of way line of said Railroad, parallel to the center line of said Railroad 369.76 feet to a point in the Southerly right of way line of Bannister Road, 40 feet from the center line of said Bannister Road, as now established; thence Northwesterly along said Southerly right of way line and along a curve to the right having a radius of 1,482.76 feet, an arc distance of 745.75 feet to the point of beginning, except that part in roads, if any.

ALSO

Except that part lying within 50.00 feet of the centerline of Bannister Road, as it presently exists.

TRACT 9

Owner:

City of Kansas City

Parcel ID:

No ID No.

All of East 97<sup>th</sup> Street Right-of-Way dedicated per MASONIC HOME OF MISSOURI-WESTERN UNIT, a subdivision in Kansas City, Jackson County, Missouri according to the recorded plat thereof.

TRACT 10

Owner:

City of Kansas City

Parcel ID:

No ID No.

All that part of East 97<sup>th</sup> Street (Wood Street) Right-of-Way, lying West of Rock Island Right-of-Way, dedicated per TOWN OF VALE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT 11

Owner:

City of Kansas City

Parcel ID:

No ID No.

All that part of East 98<sup>th</sup> Street (Gabbert Street) Right-of-Way, lying West of Rock Island Right-of-Way, dedicated per TOWN OF VALE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

RPA-1 TIF Legal Description:

A tract of land situated in Section 34, Township 48 North, Range 32 West, in Lee's Summit, Jackson County, Missouri being more particularly described as follows:

Owner:

Jackson County, MO  
Happy Valley Properties, LLC  
Happy Valley Properties, LLC  
Happy Valley Properties, LLC  
Happy Valley Properties, LLC  
Jackson County, MO  
City of Lee's Summit, MO  
Jackson County, MO  
City of Lee's Summit, MO

Parcel No.

51-900-02-02-01-0-00-000  
51-900-02-07-00-0-00-000  
51-900-02-10-00-0-00-000  
51-900-02-09-00-0-00-000  
51-900-02-08-00-0-00-000  
51-900-02-02-03-0-00-000  
51-900-02-01-00-0-00-000  
51-900-02-06-01-0-00-000  
51-900-02-06-02-0-00-000

Beginning at the Southwest corner of the Northwest Quarter of said Section 34; thence North 02°25'47" East, along the West line of said Quarter, a distance of 2632.77 feet, to the Northwest Corner of said Quarter; thence South 86°33'45" East, departing said West line, and along the North line of said Quarter, a distance of 2611.90 feet, to a point on the West line of the Kansas City Rock Island Railway right-of-way as recorded in Book 244, Page 79 in the recorder's office of Jackson County, Missouri, as now established; thence South 18°46'13" West, departing said North line, and along said West right-of-way line, a distance of 76.95 feet to a point of curvature; thence Southerly, continuing along said West right-of-way, and along a curve to the left, having a radius of 2508.01 feet, and a central angle of 28°06'45", a distance of 1230.57 feet, to a point of tangency; thence South 09°20'32" East, continuing along said West right-of-way line, a distance of 30.31 feet; thence South 86°26'21" East, continuing along said right-of-way line, a distance of 16.41 feet, thence South 09°20'32" East, continuing along said right-of-way line, a distance of 354.98 feet, to a point on the East line of said Quarter; thence South 02°29'17" West, continuing along said West right-of-way line, and along said East line, a distance of 468.48 feet, to a point on the North right-of-way line of Interstate Route 470, as now established; thence departing said West right-of-way line and said East line, and along said North right-of-way line the following courses; North 85°05'37" West, a distance of 899.87 feet; thence North 75°10'03" West, a distance of 203.04 feet; thence South 77°15'22" West, a distance of 228.92 feet, to a point on the West line of the Southeast Quarter of said Quarter; thence South 02°29'01" West, departing said North right-of-way line, and along said West line of the Southeast Quarter, a distance of 410.64 feet, to a point

on the South right-of-way line of Interstate Route 470, as now established; thence departing said West line of the Southeast Quarter, and along said South right-of-way line the following courses; North 71°05'22" West, 205.31 feet; thence North 85°05'37" West, 50.00 feet; thence South 85°33'47" West, 991.68 feet; thence South 19°44'16" West, 196.72 feet; thence South 21°11'08" West, 85.21 feet, to a point on the West line of the Southwest Quarter of said Section 34; thence North 02°27'40" East, along said West line, a distance of 265.01 feet to the Point of Beginning.

ALSO

all that part of the Kansas City Rock Island Railway right-of-way as recorded in Book 244, Page 79 in the recorder's office of Jackson County, Missouri, lying in the North Half of said Section 34, and North of the North right-of-way line of Interstate Route 470, as now established.

Owner:

McCambridge Pat R & Michael

Parcel #:

50-700-01-14-01-0-00-000

Part of the Northeast Quarter of Section Thirty-three (33), Township Forty-eight (48), Range Thirty-two (32), described as follows: Beginning 476.56 feet South and 40 feet West of the Northeast corner of said Northeast Quarter; thence West 800 feet; thence South 290 feet; thence West 430 feet to the Easterly right-of-way of View High Drive; thence Southeasterly 300 feet more or less along said right-of-way curve; thence Southeasterly 600 feet more or less along said right-of-way; thence North 19 degrees East 10 feet; thence South 70 degrees East 250 feet; thence South 77 degrees East 194.33 feet; thence North 2 degrees East 350 feet; thence North 10 degrees East 296.94 feet; thence North 25 degrees East 100.48 feet to the point of beginning.

Owner:

Greenway Holdings, LLC

Parcel #:

50-700-01-07-03-0-00-000

All that part of the East one-half of the Northeast Quarter of Section 33, Township 48, Range 32, in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point in the center of Old Bannister Road, said point being 1762.11 feet South of the Northeast corner of Section 33, thence South 64.89 feet, thence North 73 degrees West 264 feet, thence South 86 degrees West 302.28 feet, thence North 599.73 feet to the center of Old Bannister Road, thence South 74 degrees 24 minutes East along the center of said road 158.48 feet, thence Southeasterly along the center of said road 229.98 feet, thence South 28 degrees 51 minutes East 467.26 feet along the center of said road to beginning, less that part taken pursuant to Report of Commissions dated October 3, 1984, as Case No. CV84-18863 filed October 30, 1984 as Document No. 1597857 in Book 11367 at page 573.

Owner:

Pete & Sherry’s Land Co, LLC

Parcel #:

50-700-04-29-00-0-00-000

50-700-04-30-00-0-00-000

50-700-04-31-00-0-00-000

All that part of the North Half of the Northeast Quarter of the Southeast Quarter and all that part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 48, Range 32, in Kansas City, Jackson County, Missouri, and being more particularly described as follows: Commencing at the Northeast corner of the North Half of said Quarter Quarter Section; thence South 02 degrees, 27 minutes, 41 seconds West (deed= South 02 degrees, 34 minutes, 39 seconds West), along the East line of said Quarter Quarter Section, a distance of 165.58 feet; thence North 87 degrees, 29 minutes, 01 seconds West (deed= North 89 degrees, 17 minutes, 52 seconds West), departing the East Line of said Quarter Quarter Section, a distance of 160.88 feet to a point on the Northerly Right-of-Way line of Meers Road as established by Document No. I-1104739 in Book I-2240, Page 32 and to the POINT OF BEGINNING of the tract of land to be herein described; thence the following courses along said Northerly Right-of-Way line: Westerly and Southwesterly along a curve to the left, having an initial tangent bearing of North 73 degrees, 13 minutes, 53 seconds West (deed= North 73 degrees, 18 minutes, 04 seconds West), a radius of 200.00 feet, a central angle of 64 degrees, 53 minutes, 56 seconds (deed= 64 degrees, 43 minutes, 40 seconds), an arc distance of 226.54 feet (deed= 225.94'); thence South 41 degrees, 52 minutes, 12 seconds West (deed= South 41 degrees, 58 minutes, 16 seconds West), a distance of 432.17 feet; thence Southwesterly and Westerly, along a curve to the right, tangent to the last described course, having a radius of 170.00 feet, a central angle of 51 degrees, 05 minutes, 57 seconds, an arc distance of 151.61 feet; thence South 02 degrees, 55 minutes, 28 seconds West (deed= South 03 degrees, 01 minutes, 32 seconds West), a distance of 20.84 feet; thence North 87 degrees, 04 minutes, 32 seconds West (deed= North 86 degrees, 58 minutes, 28 seconds West), a distance of 297.19 feet to a point on the East line of a tract of land conveyed by Document No. I-532889, in Book I-1236, Page 174; thence North 02 degrees, 24 minutes, 43 seconds East (deed= North 02 degrees, 30 minutes, 47 seconds East), departing the Northerly line of said Meers Road, along the East line of said tract of land, a distance of 653.89 feet to a point on the North line of said Quarter Quarter Section; thence South 87 degrees, 09 minutes, 35 seconds East (deed= South 87 degrees, 03 minutes, 31 seconds East), along the North line of said Quarter Quarter Section, continuing along said East line, a distance of 50.00 feet; thence North 02 degrees, 25 minutes, 08 seconds East (deed= North 02 degrees, 31 minutes, 12 seconds East), departing the North line of said Quarter Quarter Section, continuing along said East line, a distance of 174.76 feet to a point on the Southerly Right-of-Way line of Interstate Route No. 470 as established by Document No. I-1100228 in Book I-2232 at Page 593, said point being 200.00 feet Right of Station 279+59.1; thence the following courses along said Southerly Right-of-Way line: South 85 degrees, 05 minutes, 59 seconds East (deed= South 84 degrees, 59 minutes, 55 seconds East), a distance of 140.90 feet to a point 200.00 feet Right of Station 281+00; thence South 75 degrees, 10 minutes, 25 seconds East (deed= South 75 degrees, 04 minutes, 21 seconds East), a distance of 406.08 feet to a point 270.00 feet Right of Station 285+00; thence South 79 degrees, 46 minutes, 03 seconds East (deed= South 79 degrees, 39 minutes, 59 seconds East, a distance of 376.62 feet to a point 305.00 feet Right of Station 288+75; thence South 07 degrees, 02 minutes, 25 seconds East (deed=

South 06 degrees, 56 minutes, 21 seconds East), a distance of 17.64 feet to a point 322.26 feet Right of Station 288+78.65; thence South 18 degrees, 27 minutes, 59 seconds West (deed= South 18 degrees, 34 minutes, 03 seconds West), a distance of 159.36 feet to a point 477.17 feet Right of Station 288+41.27; thence South 20 degrees, 04 minutes, 12 seconds West (deed= South 21 degrees, 10 minutes, 05 seconds West), a distance of 34.22 feet (deed= 34.26 feet) to the point of beginning, containing 12.051 acres, more or less.

The undersigned proprietors of the above described tract of land to be subdivided in the manner shown on the accompanying plot, which subdivision and plat shall hereafter be known as

“HEARTLAND NURSERY”

An easement is hereby granted to Kansas City, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for water, gas, electricity, sewage, telephone, cable TV and surface drainage, including, but not limited to, underground pipes and conduits, pad mounted transformers, service pedestals, any or all of them upon, under and along the strips of land designated utility easement (U/E). Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All the above easements shall be kept from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Kansas City, Missouri, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made or operation of any kind or nature shall be perfected which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without the written approval of the Director of Public Works or the Director of Water Services where applicable.

All streets and avenues outlined on this plat and not heretofore dedicated to public use are hereby so dedicated.

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

RIGHT OF ENTRANCE:

The right of entrance and egress in travel along any street or drive within the boundaries of the property is hereby granted to Kansas City, Missouri, for the purpose of fire and police protection, maintenance of water mains, sanitary and storm sewer lines, collection of garbage and refuse and to the United States Postal Services for the delivery of mail; provided, however, such right of ingress and egress does not include any obligation to contribute for any damage to any private street or drive by virtue of the exercise of the rights stated herein and specifically, neither Kansas City, Missouri nor the U.S. Postal Service shall incur any liability by virtue of the exercise of such rights.

RPA-2 TIF Legal Description:

A tract of land situated in the West Half of the Southwest Quarter, and in the Southwest Quarter of the Northwest Quarter all in Section 34, Township 48 North, Range 32 West, in Lee's Summit, Jackson County, Missouri being more particularly described as follows:

Owner:

Happy Valley Properties, LLC  
Happy Valley Properties, LLC  
Happy Valley Properties, LLC

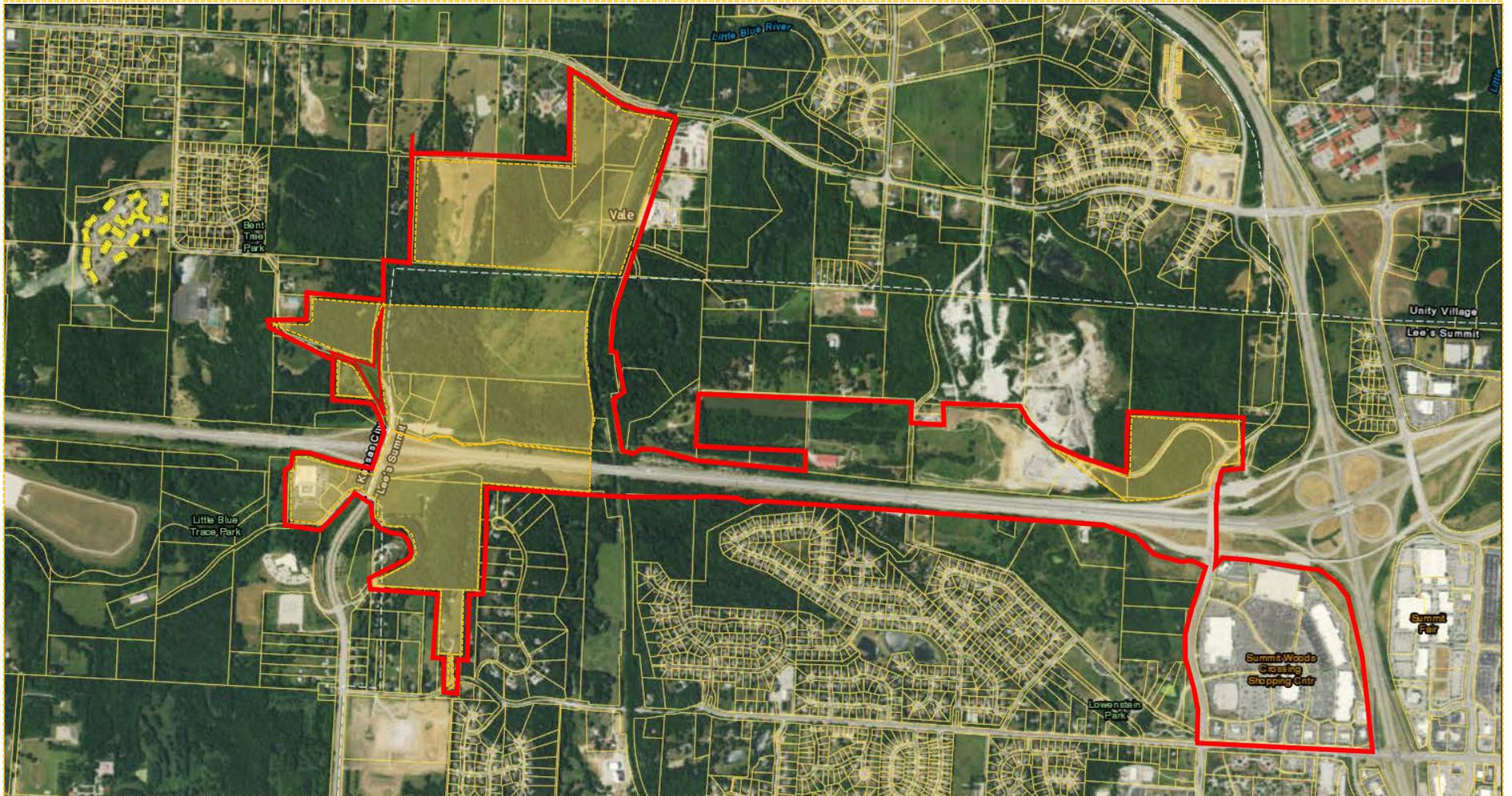
Parcel No.

51-900-03-06-00-0-00-000  
51-900-03-02-00-0-00-000  
51-900-02-05-00-0-00-000

Commencing at the Northwest corner of the Southwest Quarter of said Section 34: thence South  $02^{\circ}27'40''$  West, along the West line of said Southwest Quarter, a distance of 265.01 feet to a point on the South right-of-way line of Interstate Route 470, as now established; thence departing said West line, and along said South right-of-way line the following courses; North  $21^{\circ}11'08''$  East, 85.21 feet; thence North  $19^{\circ}44'16''$  East, 196.72 feet; thence North  $85^{\circ}33'47''$  East, 991.68 feet; thence South  $85^{\circ}05'37''$  East, 50.00 feet; thence South  $71^{\circ}05'22''$  East, 205.31 feet, to a point on the East line of the Southwest Quarter of the Northwest Quarter of said Section 34; thence South  $02^{\circ}29'01''$  West, departing said South right-of-way line, and along said East line, a distance of 91.17 feet, to the Southeast corner of the said Quarter Quarter; thence South  $02^{\circ}25'07''$  West, along the East line of the Northwest Quarter of the Southwest Quarter, a distance of 1315.49 feet, to the Southeast corner of said Quarter Quarter; thence North  $86^{\circ}55'02''$  West, departing said East line of the Northwest Quarter of the Southwest Quarter, and along the South line of said Quarter Quarter, a distance of 190.87 feet, to the Northeast corner of Lot 2, Berkman Estates, a Subdivision in said City, County and State; thence South  $02^{\circ}20'24''$  West, departing said South line of said Quarter Quarter, and along the East line of said Lot 2, a distance of 788.05 feet, to the Southeast corner of said Lot 2, said corner also being the Northeast corner of Lot 3 of said Subdivision; thence North  $87^{\circ}34'12''$  West, departing said East line of said Lot 2, and along the North line of said Lot 3, a distance of 104.54 feet, to the Northwest corner of said Lot 3; thence South  $02^{\circ}28'35''$  West, departing said North line of Lot 3 and along the West line of said Lot 3, a distance of 345.61 feet, to the Southwest corner of said Lot 3, said corner also being on the Northerly right-of-way line of Chipman Road, as now established; thence Southwesterly, departing said West line of Lot 3, and along said Northerly right-of-way line of Chipman Road, and along a curve to the left, having a radius of 349.62 feet, a central angle of  $08^{\circ}02'32''$ , and whose initial tangent bearing is South  $64^{\circ}38'25''$  West, a distance of 49.07 feet; thence South  $56^{\circ}47'29''$  West, continuing along said Northerly right-of-way line of Chipman Road, a distance of 9.51 feet, to the Southeast corner of Lot 1 in said Subdivision; thence North  $02^{\circ}22'36''$  East, departing said Northerly right-of-way line of Chipman Road, and along the East line of said Lot 1, a distance of 376.90 feet, to the Northeast corner of said Lot 1; thence North  $87^{\circ}31'35''$  West, departing said East line of Lot 1, and along the North line of said Lot 1, a distance of 115.09 feet, to the Northwest corner of said Lot 1, said point also being the Southwest corner of said Lot 2; thence North  $02^{\circ}22'54''$  East, departing said North line of Lot 1, and along the West line of said Lot 2, a distance of 791.12 feet,

to the Northwest corner of said Lot 2; thence North  $86^{\circ}55'02''$  West, departing said West line of Lot 2, and along the South line of the Northwest Quarter of the Southwest Quarter, a distance of 858.18 feet, to the Southwest corner of said Quarter Quarter; thence North  $02^{\circ}27'40''$  East, departing said South line, and along the West line of said Quarter Quarter, a distance of 30.67 feet; thence Northeasterly, departing said West line, and along a curve to the right, having a radius of 236.70 feet, a central angle of  $08^{\circ}09'33''$ , and whose initial tangent bearing is North  $54^{\circ}17'14''$  East, a distance of 33.71 feet; thence North  $62^{\circ}19'09''$  East, a distance of 456.02 feet; thence Northerly, along a curve to the left, having a radius of 180.00 feet, and a central angle of  $83^{\circ}28'00''$ , a distance of 262.22 feet; thence North  $21^{\circ}08'51''$  West, a distance of 127.10 feet; thence Northwesterly, along a curve to the left, having a radius of 170.00 feet, and a central angle of  $73^{\circ}48'00''$ , and whose initial tangent bearing is North  $21^{\circ}03'21''$  West, a distance of 218.97 feet; thence South  $85^{\circ}16'28''$  West, a distance of 47.25 feet; thence Westerly, along a curve to the right, having a radius of 210.00 feet, a central angle of  $27^{\circ}16'41''$ , and whose initial tangent bearing is South  $84^{\circ}45'20''$  West, a distance of 99.98 feet; thence South  $55^{\circ}18'29''$  West, a distance of 144.15 feet; thence North  $88^{\circ}44'22''$  West, a distance of 8.10 feet, to the West line of said Quarter Quarter; thence North  $02^{\circ}27'40''$  East, along the West line of said Quarter Quarter, a distance of 424.35 feet, to the Point of Beginning.

# Exhibit B to the TDD Petition District Boundaries



## EXHIBIT C

### TRANSPORTATION PROJECT LIST

The Transportation Project generally consists of the following improvements and activities, any of which may be completed in phases at the discretion of the District:

The construction, reconstruction, installation, repair, and maintenance of the following public infrastructure improvements:

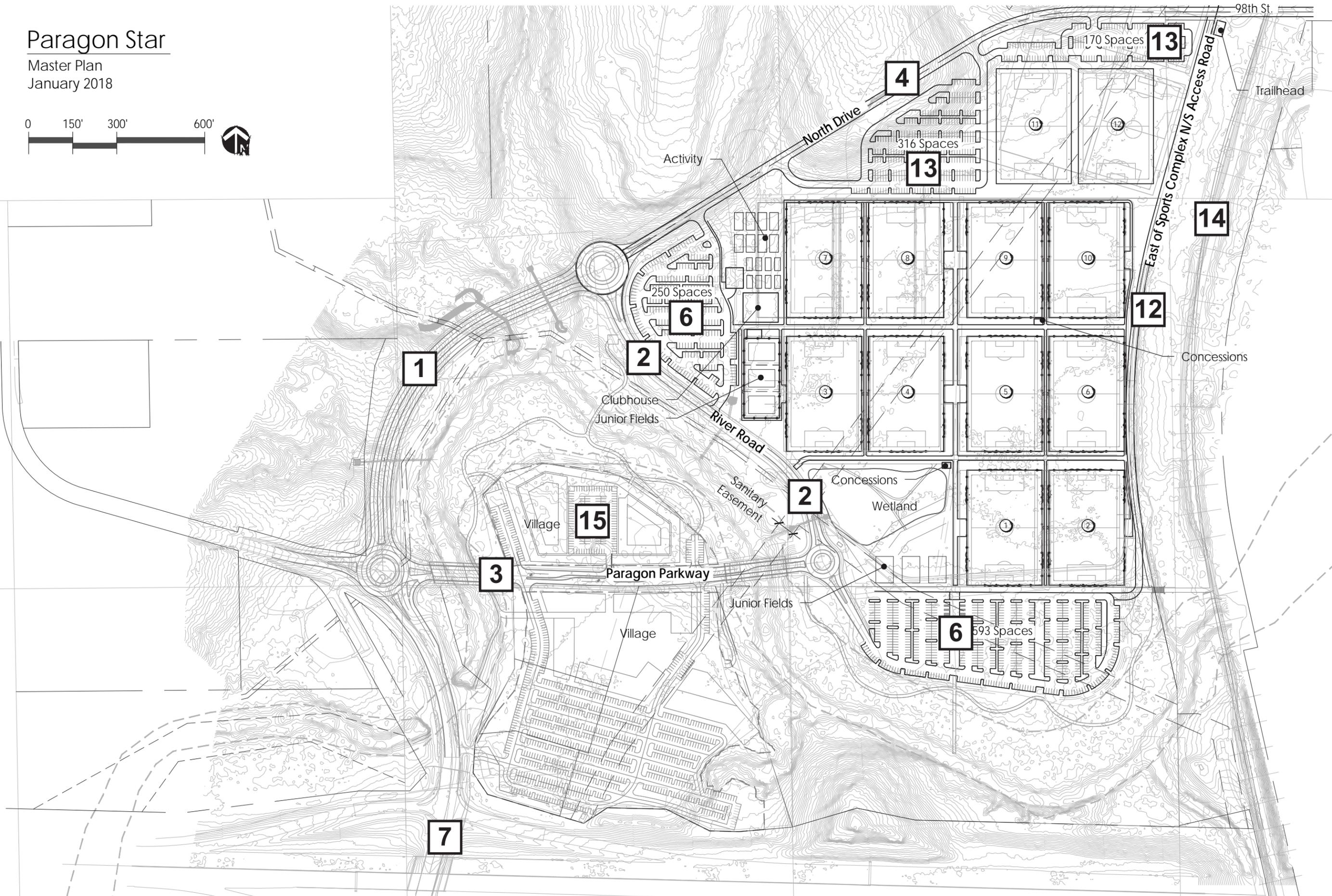
- 1 The construction of that portion of View High within Lee's Summit city limits from a roundabout, north approximately 1500 LF to and including another proposed roundabout.
- 2 The construction of River Road approximately 1500 LF from a proposed roundabout, southeast to and including another roundabout at the intersection with Paragon Parkway.
- 3 The construction of Paragon Parkway approximately 1600 LF from the View High Drive roundabout, to the roundabout mentioned in #4, including the two bridges required to cross the little blue river.
- 4 The construction of a North Drive from a roundabout, traveling towards the northeast.
- 5 Mass grading of land adjacent to infrastructure improvements described above.
- 6 The construction of surface parking lots on the land adjacent to the infrastructure improvements described above.
- 7 Construction of improvements to I-470 and View High interchange.
- 8 Any earthwork, landscape, bridges, utility relocations and extensions, street lighting, wetland identification and mitigation, professional consultant costs associated with the described improvements.
- 9 Alternative Routes North to be owned and maintained by Transportation Development District
- 10 Right of Way for Alternative Routes North
- 11 Mass grading for Alternative Routes North
- 12 East of Sports Complex North/South Access Road
- 13 Parking Lots, North (2)
- 14 Shared Trail, in Rock Island railbed, approximately 1/2 mile
- 15 Parking Garage
- 16 Quarry Park Road Access from Pryor Road
- 17 Engineering Costs and other Professional Fees for improvements listed above.
- 18 Financing Costs and Interest for improvements
- 19 Contingency on new Projects listed above.

# Paragon Star

Master Plan  
January 2018



EXHIBIT C to the TDD PETITION  
APPROXIMATE LOCATION OF CERTAIN TRANSPORTATION PROJECTS

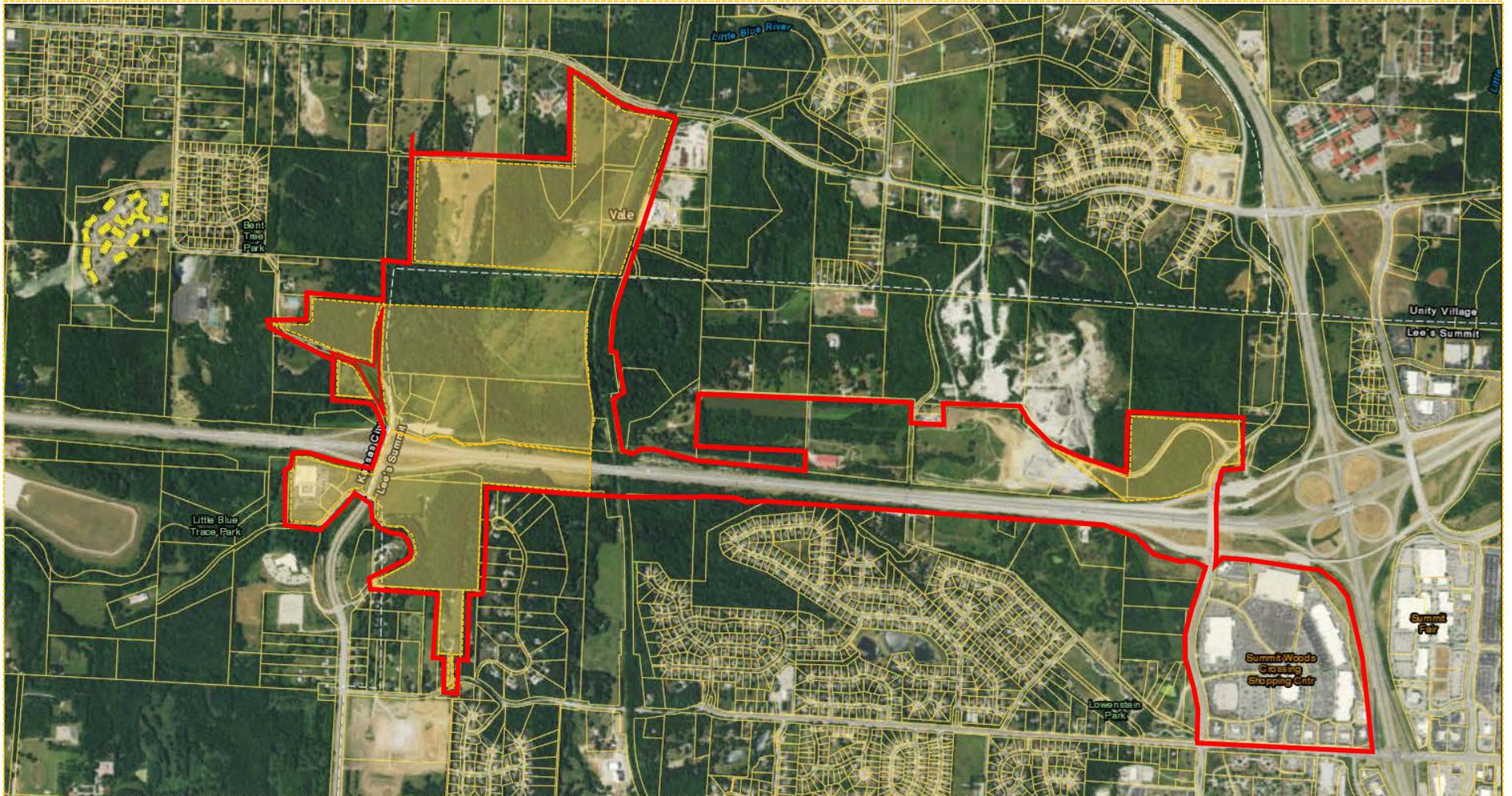


**EXHIBIT D**

**RESOLUTIONS OF CITY OF LEE'S SUMMIT AND  
I-470 & VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT**

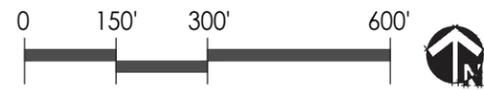
[*ATTACHED*]

# Exhibit B to the TDD Petition District Boundaries



# Paragon Star

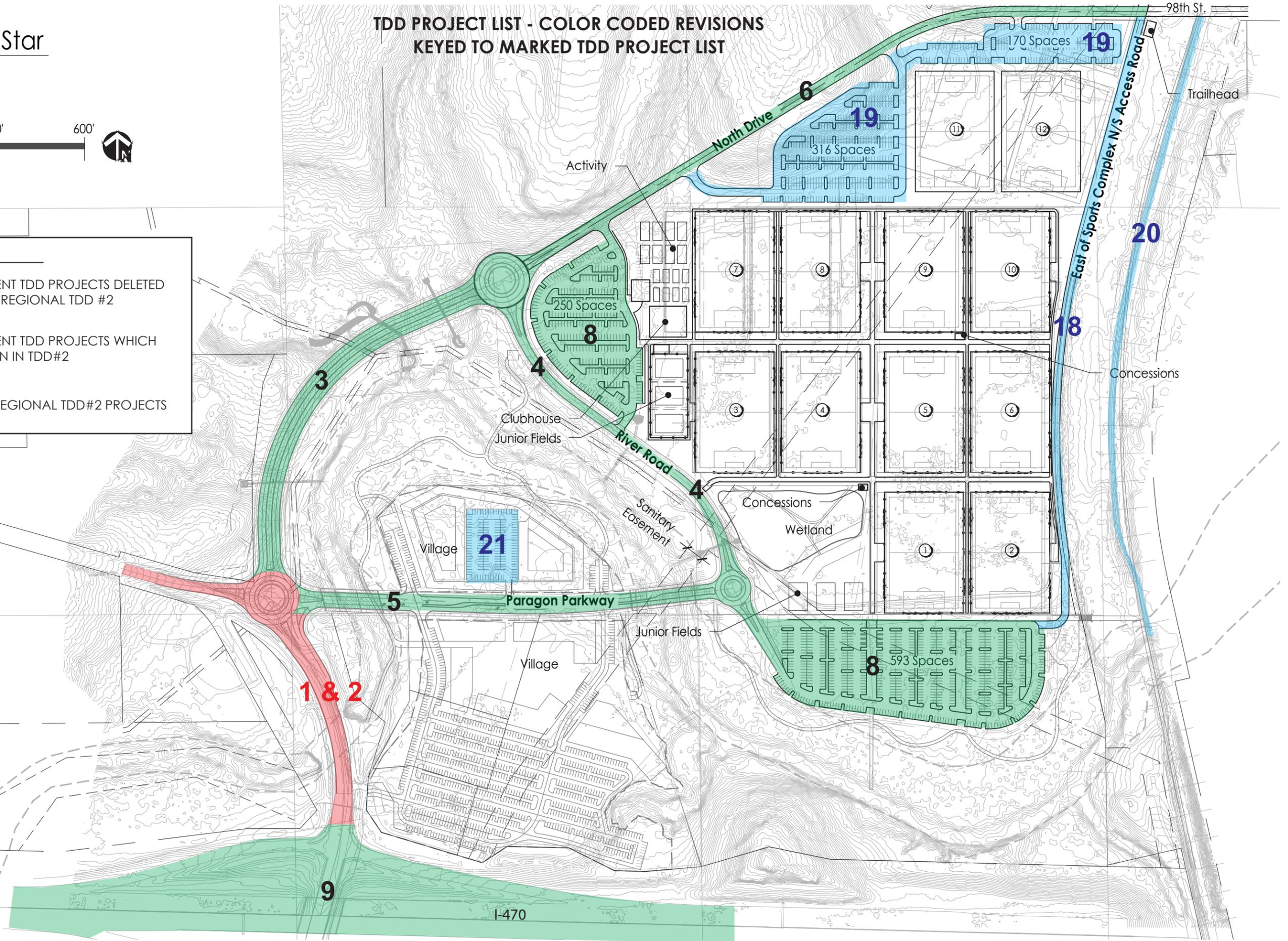
Master Plan  
January 2018



## TDD PROJECT LIST - COLOR CODED REVISIONS KEYED TO MARKED TDD PROJECT LIST

**LEGEND**

-  CURRENT TDD PROJECTS DELETED FROM REGIONAL TDD #2
-  CURRENT TDD PROJECTS WHICH REMAIN IN TDD#2
-  NEW REGIONAL TDD#2 PROJECTS



**TDD List of Projects - Keyed to Color Coded Map  
Marked Revisions to Current Regional TDD Project List**

**Current TDD List of Projects**

1	The extension of View High Drive from its current terminus of the four lane section at the Northerly Highway 470 Right of Way, north approximately 800 LF to and including a proposed Roundabout.
2	The connection of View High Drive from the Roundabout mentioned in #1, west, to existing View High Drive, approximately 400 LF.
3	The construction of <del>that portion</del> of View High Parkway within Lee's Summit city limits from a roundabout <del>mentioned in #1</del> , north approximately 1500 LF to and including <del>another</del> proposed roundabout.
4	The construction of River Road approximately 1500 LF from a <del>proposed</del> roundabout <del>mentioned in #3</del> , southeast to and including <del>another roundabout at the intersection with Paragon Parkway. due east of the roundabout mentioned in #1.</del>
5	The construction of <del>View High Boulevard</del> Paragon Parkway approximately 1600 LF from the <del>View High Drive</del> roundabout <del>mentioned in #1</del> , to the roundabout mentioned in #4, including the two bridges required to cross the little blue river.
6	The construction of a North Drive <del>98<sup>th</sup> Street for a length of approximately 800 LF</del> from a roundabout <del>mentioned in #3</del> , traveling towards the northeast <del>to the City limit</del> .
7	Mass grading of land adjacent to infrastructure improvements described above <del>in items #1 through #6</del> .
8	The construction of surface parking lots on the land adjacent to the infrastructure improvements described above <del>in items #1 through #6</del> .
9	Construction of improvements to I-470 and View High interchange.
10	Any earthwork, landscape, bridges, utility relocations and extensions, street lighting, wetland identification and mitigation, professional consultant costs associated with the <del>described improvements stated items #1 through #10</del> .
11	<del>I-470 and 350 Highway Transportation Improvements (not included in professional fees or contingency calculations below)</del>
12	Engineering Costs and other Professional Fees for improvements listed above.
13	Financing Costs and Interest for improvements listed above
14	Contingency on current projects listed above.

**New Projects to be added to TDD List of Projects**

15	Alternative Routes North to be owned and maintained by Transportation Development District
16	Right of Way for Alternative Routes North
17	Mass grading for Alternative Routes North
18	East of Sports Complex North/South Access Road
19	Parking Lots, North (2)
20	Shared Trail, in Rock Island railbed, approximately 1/2 mile
21	Parking Garage
22	Quarry Park Road Access from Pryor Road
23	Engineering Costs and other Professional Fees for improvements listed above.
24	Financing Costs and Interest for improvements
25	Contingency on new Projects listed above.

**Paragon Star Public Incentives Budget  
Working Draft for January 4, 2018 City Council Meeting**

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>1. Real Property Costs</b>								
Private Real Property	2,000,000							2,000,000
Property of City of Lee's Summit	1,006,494			417,536				\$588,958
Property of Jackson County, Missouri								
Alternative North Route ROW	2,965,500	2,500,000		465,500				
Other Land Costs	-							
Wetlands Mitigation	1,200,000			1,200,000				
Rock Island Railroad Trail (2 miles)	2,000,000					2,000,000		
Capital Replacement Fund for Fields	3,000,000					3,000,000		
Trailhead Parking Deck	2,000,000					2,000,000		
Trolley Cars	1,000,000					1,000,000		
<b>Total Real Property Costs</b>	<b>15,171,994</b>	<b>2,500,000</b>		<b>2,083,036</b>		<b>8,000,000</b>		<b>2,588,958</b>
<b>2. Sports Complex, Roads, Utility, Water, Sewer &amp; Infrastructure Improvements - 2 of 2</b>								
Sports Complex	14,101,833		3,326,802	10,775,031				
Sports Complex Technology	4,000,000					4,500,000		
Clearing & Grubbing	325,000	292,500	5,363	27,137				
Cut	1,387,000	1,249,000	22,770	115,230				
Fill, including fill for flood plan	2,305,000	1,305,000	165,000	835,000				
Landscape	500,000	450,000	8,250	41,750				
Bridge #1 (140x68)	1,428,000	1,428,000						
Bridge #2 (140x68)	1,428,000	1,428,000						
Sanitary Sewer within right of way	415,000	207,500	34,238	173,262				
Storm Sewer within right of way	582,000	465,600	19,206	97,194				
Water Main within right of way	660,000	528,000	21,780	110,220				
Seeding	232,000	185,600	7,656	38,744				
Road #1	291,000	-		291,000				
Road #2	770,000	-		770,000				
Road #3	792,000	792,000						
Road #4	486,000	486,000						
Roundabout	1,500,000	1,500,000						
Parking #1	1,727,000	1,727,000						
Parking #2	493,000	493,000						
Erosion Control (4%)	542,000	433,600	17,886	90,514				
Primary Electrical Duct Bank within right of way	625,000	562,500	10,313	52,157				
Improvements to Existing Interchange	6,000,000	5,000,000			1,000,000			
View High North of DDI	800,000					800,000		
Lee's Summit Waterline Extension	1,300,000			1,300,000				
North Village Infrastructure	694,000			694,000				
South Village Infrastructure	2,205,000			2,205,000				
Walking Trails (Little Blue Trace)	1,167,216					1,167,216		
Shared Trail	506,000	506,000						
View High Extension	-							
Alternative North Route / North South Access Road	3,000,000	3,000,000						
Additional Transportation Design for DDI	775,000	775,000						
Storm Water Pipe (Village)	1,000,000			1,000,000				
Parking Garage (Village)	8,000,000	4,000,000						4,000,000
<b>Subtotal Road, Utility, Infra,</b>	<b>60,037,049</b>	<b>26,814,300</b>	<b>3,639,264</b>	<b>18,616,239</b>	<b>1,000,000</b>	<b>6,467,216</b>	<b>-</b>	<b>-</b>
Contractor Overhead & Profit (9%)	5,403,334	2,413,287	327,534	1,675,462		582,049		-
Architecture Engineering (8%)	4,802,964	2,145,144	291,141	1,489,299		517,377		-
Contingency (15%)	9,005,557	4,022,145	545,890	2,792,436		970,082		-
<b>Total Sports Complex, Road, Utility, Infra,</b>	<b>\$79,248,905</b>	<b>\$35,394,876</b>	<b>\$4,803,828</b>	<b>\$24,573,435</b>	<b>\$1,000,000</b>	<b>\$8,536,725</b>	<b>\$0</b>	<b>\$0</b>

3. Building Costs								
Hotel	18,078,000							18,078,000
Retail (non-restaurant / bar)	4,900,000							4,900,000
Garage (300 stalls)	4,500,000							4,500,000
Retail (restaurant / bar)	6,000,000							6,000,000
Entertainment Center	23,580,000							23,580,000
Office	27,000,000							27,000,000
Residential	50,000,000							50,000,000
Clubhouse / Restaurant	8,090,560							8,090,560
<b>Subtotal Building Costs</b>	<b>142,148,560</b>							<b>142,148,560</b>
Contractor Overhead & Profit (9%)	included							
Architecture Engineering (7%)	included							
Contingency (15%)	included							
<b>Total Building Costs</b>	<b>\$142,148,560</b>							<b>\$142,148,560</b>
4. Soft Costs								
Infrastructure	124,000		20,460	103,540				
Traffic Study	28,000		4,620	23,380				
Excise Tax	700,000							700,000
Environmental Impact Statement Wetlands	150,000		24,750	125,250				
Site Survey	25,000		4,125	20,875				
Other Studies (including not limited to RERC, HVS, hotel, Integra)	310,000		51,150	258,850				
Legal Fees - Development	350,000		57,750	292,250				
Legal Fees - Development	200,000		33,000	167,000				
Legal Fees - Transaction	850,000		24,750	125,250				650,000
Other Professional Consultants, predevelopment, including City consultants, plan implementation	450,000		74,250	375,750				
Other Professional Consultants, predevelopment, including City consultants, plan implementation	200,000		33,000	167,000				
Developer Fee	1,500,000		247,500	1,252,500				
Title Costs, closing costs, Taxes, Insurance & Misc.	200,000		33,000	167,000				
Construction Management & Design / Engineering Contingency	4,549,115					4,549,115		
Construction Interest and Financing Costs	455,000		12,538	75,985				364,000
<b>Total Soft Costs</b>	<b>\$10,091,115</b>	<b>\$0</b>	<b>\$620,893</b>	<b>\$3,154,630</b>	<b>\$0</b>	<b>\$4,549,115</b>	<b>\$0</b>	<b>\$1,714,000</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$246,660,574</b>	<b>\$37,894,876</b>	<b>\$5,424,721</b>	<b>\$29,811,101</b>	<b>\$1,000,000</b>	<b>\$21,085,840</b>	<b>\$0</b>	<b>\$146,451,518</b>
Total Project Costs (Rounded)	\$247,000,000	\$38,000,000	\$5,000,000	\$30,000,000	\$1,000,000	\$21,000,000		\$146,000,000
Percentage of Contribution to Project Costs		15.38%	2.02%	12.15%	0.40%	8.50%	0.00%	59.11%
Approved TIF Plan 2-17-16	212,000,000	21,904,000	1,038,000	13,141,000	1,000,000	20,000,000		151,000,000
		10.33%	1.90%	6.20%	0.47%	9.43%		71.23%

Yellow cells are the cells that would change compared to the budget in the TIF Plan approved in 2016.

## Packet Information

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**File #:** RES. NO. 18-01, **Version:** 1

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A RESOLUTION SUPPORTING THE FORMATION OF THE I-470 WESTERN GATEWAY TRANSPORTATION DEVELOPMENT DISTRICT.

Issue/Request:

This resolution will authorize a new regional Transportation Development District (TDD), to replace the existing regional TDD, in connection with the Paragon Star project and the development of other properties that serve as the western gateway to Lee's Summit along I-470 and View High Drive. The purpose of forming a new TDD and replacing the existing regional TDD is to include additional properties, including the Paragon Star retail area, and fund additional projects in the region.

Key Issues:

This resolution will authorize staff to file an action in Jackson County Circuit Court to form the I-470 Western Gateway Transportation Development District. This TDD will fund improvements to the I-470 and View High interchange to convert View High Drive under the interstate into a diverging-diamond configuration, along with other transportation improvements within and near the TDD.

Proposed City Council Motion:

If supportive of the creation of the TDD: I move to adopt Resolution 18-01.

Background:

**The Existing Regional TDD (Southwest I-470 TDD) -**

The City Council previously authorized the formation of the Southwest I-470 Transportation Development District (the "Southwest I-470 TDD"). This TDD was approved by the Jackson County Circuit Court on September 12, 2016 and formation was completed in an election of the property owners in December 2016. The Southwest I-470 TDD generally includes the property within the Summit Woods Shopping Center and property along the north side of I-470 from Pryor Road to View High Drive. The purpose of the Southwest I-470 TDD was to fund regional transportation improvements that would allow the Paragon Star sports and entertainment complex to be constructed.

The Southwest I-470 TDD is operational, but the TDD sales tax has not been imposed. There are several conditions that must be satisfied to impose the Southwest I-470 TDD sales tax, some of which have not been completed. The boundaries of the Southwest I-470 TDD did not include the planned retail areas in the Paragon Star project.

**Public Incentive Restructuring -**

The City Council has previously approved a TIF Plan and a Community Improvement District for the project, along with the TDD discussed above. Paragon Star is preparing to restructure the public financing components of the project, which includes a larger transportation development district that will fund additional road and transportation projects. This restructuring includes a larger TDD so that the sales tax is also imposed on the retail areas in the Paragon Star project.

Expansion of an existing TDD requires the unanimous consent of all property owners in the existing TDD area. This would be practically impossible given the diverse ownership of property in the existing Southwest I-470 TDD.

As a result, Paragon Star is proposing to form a new TDD which would have expanded boundaries and an expanded project list. If approved, the 1% sales tax would go into effect throughout the district boundaries, including the Summit Woods shopping center and the planned retail area for the Paragon Star project.

If the prepared resolution is approved by the City Council, the Paragon Star Community Improvement District will adopt a similar resolution and then City staff will file a petition in Jackson County Circuit Court to form the new TDD. If the new TDD is approved at an election by the property owners in the district area, the existing Southwest I-470 TDD will be terminated. Only one new 1% sales tax will be imposed in the Summit Woods Shopping Center.

Timeline:

If the prepared resolution is approved, the TDD petition would be filed in circuit court as soon as the Paragon Star CID approves a similar resolution of support. It is projected that a court order for the TDD could be received during the first quarter of 2018, subject to circuit court dockets and scheduling, and the property owner election would occur during the second quarter of 2018.

Presenters:

- Paragon Star Development Team
- David Bushek, Gilmore & Bell, economic development counsel for the City
- City Staff

## **RESOLUTION NO. 18-01**

---

A RESOLUTION SUPPORTING THE FORMATION OF THE I-470 WESTERN GATEWAY TRANSPORTATION DEVELOPMENT DISTRICT.

WHEREAS, the City of Lee's Summit, Missouri (the "City") desires to facilitate certain transportation-related projects consisting of funding and assistance in funding of certain bridge, street, road, highway, access road, interchange, signage, signalization, parking lot, or other related improvements and infrastructure all within the City which are connected with the I-470 and View High Interchange and other arterial and collector street improvements in the vicinity of the interchange and along the View High Road corridor; and,

WHEREAS, the City Council hereby finds that the foregoing improvements described above will significantly improve the safety and welfare of the citizens of the City, enhance the economic viability of development along such roads and highway and connecting streets and properties within the City, and otherwise benefit the residents and businesses within the City; and,

WHEREAS, the City Council finds and determines that the creation and implementation of a transportation development district, to be known as the I-470 Western Gateway Transportation Development District ("Western Gateway TDD") pursuant to Section 238.207.5 of the Revised Statutes of Missouri, as amended, will provide a source of revenue to fund said improvements, and therefore the creation and implementation of the Western Gateway TDD is in the best interests of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT AS FOLLOWS:

SECTION 1. The City finds and determines that it is in the best interests of the City to create the Western Gateway TDD for the purpose of funding the costs of the transportation-related improvements as described in the Petition for the Creation of a Transportation Development District (the "Petition"), which is attached as Exhibit A hereto and incorporated herein by reference.

SECTION 2. City staff, Gilmore & Bell, P.C., and other appropriate City officials are hereby authorized and directed to execute the Petition, in substantially the form attached as Exhibit A, and are further authorized and directed to make final modifications to the Petition as deemed necessary to carry out the purpose and intent of this resolution and the plan of financing for the TDD, and take such other steps as are necessary to create and implement the transportation development district in accordance with Chapter 238 of the Revised Statutes of Missouri, as amended, including, but not limited to, filing and prosecuting the Petition in the Circuit Court of Jackson County, Missouri, and executing and delivering for and on behalf of the City all pleadings, amended pleadings and petitions, motions, court filings, certificates, instruments, consents and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 3. Should any section, sentence, or clause of this resolution be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

SECTION 4. That this Resolution shall be in full force and effect from and after its passage and approval.

**RESOLUTION NO. 18-01**

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Passed by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

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

APPROVED AS TO FORM:

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

**RESOLUTION NO. 18-01**

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EXHIBIT A  
FORM OF PETITION

*[See attached]*

**IN THE CIRCUIT COURT OF JACKSON COUNTY  
STATE OF MISSOURI**

**IN RE THE CREATION OF THE  
I-470 WESTERN GATEWAY  
TRANSPORTATION  
DEVELOPMENT DISTRICT.**

**CITY OF LEE’S SUMMIT, MISSOURI,**  
220 S.E. Green Street  
Lee’s Summit, Missouri 64063  
a Missouri constitutional charter city

Petitioner,

vs.

**I-470 AND VIEW HIGH COMMUNITY  
IMPROVEMENT DISTRICT,**  
a Missouri political subdivision  
c/o Bushyhead, LLC  
315 SE Main Street  
Lee’s Summit, MO 64063

**JACKSON COUNTY, MISSOURI,**  
c/o County Legislative Clerk  
415 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

-and-

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION,**

SERVE:  
Pamela Harlan  
Secretary to the Commission  
Highways and Transportation Office Building  
105 West Capitol Avenue  
Jefferson City, Missouri 65101  
Telephone: 573-751-2824

Respondents.

Case No. \_\_\_\_\_

Division \_\_\_\_\_

**PETITION FOR THE CREATION OF A  
TRANSPORTATION DEVELOPMENT DISTRICT**

COMES NOW, Petitioner, by and through its attorneys, pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended ("**TDD Act**") (all statutory references are to RSMo unless otherwise indicated), and files this Petition for the purpose of creating a transportation development district ("**District**"), and in support thereof states as follows:

**I. The Parties**

1. Petitioner, City of Lee's Summit, Missouri ("**City**"), a constitutional charter city of the state in which the District will be located, is a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act, and for purposes of filing a petition for creation of the District pursuant to Section 238.207.5 of the TDD Act.
2. Respondent, the Board of Directors of the I-470 and View High Community Improvement District, (the "**CID**"), a community improvement district and political subdivision of the state in which the District will be located, is a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act.
3. Respondent, Jackson County, Missouri (the "**County**"), is a political subdivision of the state in which the District will be located and is a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act.
4. Respondent, Missouri Highways and Transportation Commission ("**MHTC**"), is the state agency constitutionally responsible for constructing and maintaining the Missouri highway system and is a necessary party under Section 238.207.5(3)(c) of the TDD Act.
5. All necessary respondents have been joined.

**II. Jurisdiction and Venue**

6. Jurisdiction is proper in this Court pursuant to Section 238.207.5, of the TDD Act.
7. Venue is proper in this Court pursuant to Section 238.207.5, of the TDD Act, in that the proposed District lies entirely within Jackson County, Missouri.

**III. Petition Requirements**

8. Petitioner City is the governing body of a local transportation authority acting in its official capacity calling for the joint establishment of the District pursuant to Section 238.207.5 of the TDD Act. A resolution of the City Council of the City calling for the establishment of

the District is attached hereto as **Exhibit D**.

9. Respondent CID is an affected local transportation authority within the District and supports the formation of the District. A resolution of the board of directors of the CID calling for the establishment of the District is attached hereto as **Exhibit D**.
10. Respondent County is an affected local transportation authority within the District because it will have jurisdiction over one or more of the Transportation Projects (as defined below).
11. The name and address of each Respondent, including the Missouri Highways and Transportation Commission and each “affected” local transportation authority within the boundaries of the District (except the Petitioner), is listed as follows:

I-470 & View High Community Improvement District  
315 SE Main Street  
Lee’s Summit, MO 64063

Jackson County, Missouri  
415 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

Missouri Highways and Transportation Commission  
105 West Capitol Avenue  
Jefferson City, Missouri 65101

12. The District is composed of contiguous land pursuant to Section 238.207.5(2) of the TDD Act.
13. The property to be included in the proposed District is specifically described in **Exhibit A**, attached hereto and incorporated herein, and the boundaries of the proposed District are illustrated on the map that is **Exhibit B**, attached hereto and incorporated herein.
14. The name of the proposed District will be the “I-470 Western Gateway Transportation Development District.”
15. The board of directors of the District will have six (6) members which shall be comprised of the presiding officer of each affected local transportation authority and one person designated by the governing body of each affected local transportation authority within the District pursuant to Section 238.220.3(1) of the TDD Act; provided that upon the dissolution of any affected local transportation authority, the board of directors of the District shall be comprised of the presiding officer and the authorized designee of each remaining affected local transportation authority within the District.

16. The terms of office of the board members who are the presiding officers of the City, CID and County shall coincide with their terms as a presiding officer for the appropriate affected local transportation authority. The terms of office of the board members who are appointed by the governing body of each of the City, CID and County shall be as designated by the appropriate governing body, and such persons may be removed by the appropriate governing body at any time with or without cause.
17. The transportation projects to be undertaken by the District (each a “**Transportation Project**” or collectively the “**Transportation Projects**”) shall consist of funding and assistance in funding of certain bridge, street, road, highway, access road, interchange, signing, signalization, parking lot, parking garage, or other related improvements and infrastructure, along with engineering and other professional costs associated with the improvements, all as more particularly described in **Exhibit C**. The approximate location of the Transportation Projects are set forth in the map in **Exhibit C**.
18. The Transportation Projects will be funded from the proceeds of a transportation development district sales tax (the “**TDD Sales Tax**”) to be imposed by the District pursuant to Section 238.235 of the TDD Act. Under the TDD Act, the District may impose the TDD Sales Tax upon approval of the “qualified voters” (as defined in Section 238.202.2(2) of the TDD Act) of the District in increments of one-eighth of one percent up to a maximum of one percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property or service are subject to taxation by the State of Missouri pursuant to the provisions of Section 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except the TDD Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to public utilities, including the sale of electricity or electrical current, water and gas, natural or artificial, nor to sales of services to telephone subscribers, either local or long distance.
19. The Petitioners desire to seek qualified voter approval of the imposition of the TDD Sales Tax at a rate not to exceed one percent (1.0%) on all transactions subject to sales taxes imposed by the District pursuant to Sections 238.235 of the Act (“**TDD Sales Tax**”) to (i) pay costs of financing or refinancing the Transportation Projects; (ii) reimburse the Petitioners for the costs of filing and defending this Petition authorized by Section 238.217 of the TDD Act; and (iii) pay the principal of, premium, if any and interest on bonds, notes

or other obligations issued pursuant to Section 238.240 or 238.242 of the TDD Act (the “**TDD Obligations**”); and (iv) to fund the costs of financing or refinancing the Transportation Projects.

20. The TDD Sales Tax is the only funding method that is planned for the District.
21. Portions of the proposed Transportation Projects are intended to be merged with the state highways and transportation system and therefore are under the Commission’s jurisdiction (the “**State Portion of the Transportation Projects**”). The remaining portions of the Transportation Projects are not intended to be so merged (the “**Local Portion of the Transportation Projects**”). Approval authority for the Local Portion of the Transportation Projects pursuant to Section 238.225, of the TDD Act, will vest with the City, or other local transportation authority, respectively, subject to all necessary permitting requirements of the applicable local transportation authorities.
22. [The District’s proposed boundaries will overlap the Southwest I-470 Transportation Development District (the “**Southwest I-470 TDD**”). The Southwest I-470 TDD will be terminated concurrently with or immediately following a successful election establishing the District.]

#### **IV. Dissolution of the District and Repeal of the TDD Sales Tax**

23. After the development and initial maintenance costs of the Transportation Projects have been paid, the District shall transfer ownership and control thereof to MHTC, or the City or another appropriate political subdivision of the state, as applicable, provided in Section 238.275 of the TDD Act, unless such transfer is made sooner with the consent of the recipient.
24. The District shall be dissolved only in compliance with Section 238.275 of the TDD Act. In no event shall the TDD Sales Tax be repealed, in whole or in part, nor shall the District be dissolved, until payment in full and satisfaction of all obligations, except in accordance with the TDD Act.
25. The proposed District will not be an undue burden on any owner of property within the District and is not unjust or unreasonable.

WHEREFORE, the Petitioners request that the Court enter a judgment and decree:

- (a) Finding and certifying that this Petition is not legally defective and that the Respondents have been duly served with process in this action, or otherwise properly appeared in this action;

- (b) Finding and certifying that the District is contiguous pursuant to Section 238.207.5(2) of the TDD Act;
- (c) Finding and certifying that the District is neither illegal nor unconstitutional and certifying the creation of the District for qualified voter approval;
- (d) Finding and certifying that the proposed funding method and mechanism is neither illegal nor unconstitutional and certifying such funding mechanism for qualified voter approval;
- (e) Finding and certifying that the proposed District is not an undue burden on any owner of real property within the District and is not unjust or unreasonable;
- (f) Finding and certifying that each Transportation Project is an authorized "project" within the meaning of Section 238.202.1(5) of the Act;
- (g) Finding and certifying the question regarding District creation, Transportation Projects development, and proposed funding for voter approval pursuant to Section 238.210.2 of the TDD Act;
- (h) Finding and certifying that the Circuit Court Clerk provided notice to the public by causing one or more newspapers of general circulation serving Jackson County to publish once a week for four consecutive weeks a notice substantially in the form set forth in Section 238.212.1 of the Act;
- (i) Ordering the Circuit Court Clerk, pursuant to Section 238.216 of the TDD Act, to prepare a ballot containing a single question regarding the creation of the District, the development of the Transportation Projects, and the imposition of the TDD Sales Tax in substantially the form set forth in Section 238.215.3(1) of the TDD Act;
- (j) Ordering the Circuit Court Clerk, pursuant to Section 238.216 of the TDD Act, to cause the conduct of a mail-in election, including but not limited to, the mailing of a ballot to each qualified voter who applied for a ballot pursuant to Section 238.216 of the TDD Act, providing specific mail-in election instructions, and specifying the date voted ballots shall be returned to the Circuit Court Clerk's office by mail or hand delivery;
- (k) Ordering the Circuit Court Clerk to transmit a certified copy of the results of the election to the Clerk of Jackson County, and ordering the Clerk of Jackson County to cause the same to be spread upon the records of the Jackson County Commission; and
- (l) for such other orders and findings as the Court may deem necessary and proper.

Respectfully submitted,

GILMORE & BELL, P.C.

By: \_\_\_\_\_

David W. Bushek, MO #42645  
Richard W. Wood, MO #43718  
2405 Grand Boulevard, Suite 1100  
Kansas City, Missouri 64108  
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[dbushek@gilmorebell.com](mailto:dbushek@gilmorebell.com)

*Attorneys for Petitioner City of Lee's Summit,  
Missouri*

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[Attached]

TRACT 1

Owners:

City of Lee's Summit  
Target Corporation  
Summit Woods, SPE, LLC  
Summit Woods Global, LLC  
Blue Ridge Bank & Trust  
Cole OB Lee's Summit, MO  
Rare Hospitality International, Inc.  
Flint Investment Company, LLC

Parcel ID:

51-800-54-04-00-0-00-000  
51-800-54-06-00-0-00-000  
51-700-03-09-00-0-00-000  
51-700-03-12-00-0-00-000  
51-700-03-13-00-0-00-000  
51-700-03-14-00-0-00-000  
51-700-03-15-00-0-00-000  
51-700-03-16-00-0-00-000  
51-700-03-17-00-0-00-000  
51-700-03-18-00-0-00-000  
51-700-03-19-00-0-00-000  
51-700-03-23-00-0-00-000  
51-700-03-24-00-0-00-000

All of CHIPMAN-HWY 50 FINAL PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri, EXCEPT Tract C, Tract D, Lot 17 and Lot 18.

TRACT 2

Owner:

Summit Woods Global, LLC  
BEF Reit, Inc.  
Midamerican Investments, LLC

Parcel ID:

51-700-03-20-00-0-00-000  
51-700-03-21-00-0-00-000  
51-700-03-22-00-0-00-000

All of CHIPMAN-HWY 50 2ND PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri.

TRACT 3

Owner:

DHC Partners, LLC  
Summit Woods, SPE, LLC

Parcel ID:

51-800-54-07-00-0-00-000  
51-800-54-08-00-0-00-000

All of CHIPMAN-HWY 3<sup>RD</sup> PLAT LOT 14A & TRACT B1, a subdivision of land in Lee's Summit, Jackson County, Missouri.

TRACT 4

Owner:

The Family Ranch, LLC

Parcel ID:

51-800-02-11 -00-0-00-000

All that part of Section 35, Township 48, Range 32, In Lee's Summit, Jackson County, Missouri, described as follows:

From the center of said Section 35, run South 43 rods (709.5 feet); thence North 75 degrees West 9 rods (148.5 feet) to the point of beginning of the tract described herein; thence North 30 degrees East 97 rods (1600.5 feet); thence North 58 degrees West 44-3/4 rods (738.38 feet); to the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 35; thence North along said East line IO rods (165 feet) to the Northeast corner of said 1/4 1/4 section; thence West along the North line of said 1/4 1/4 section 970 feet; more or less to a point 350 feet East of the Northwest corner of said 1/4 1/4 section; thence South parallel with the West line of said 1/4 1/4 section 124 feet; thence West parallel with the North line of said 1/4 1/4 section 350 feet to the West line of said 1/4 1/4 section; thence South along said West line, 1225.31 feet to a point 29.31 feet South of the Northwest corner of the Northeast 1/4 of Southwest 1/4 of said Section 35; thence East parallel with the North line of said 1/4 1/4 section, 265.30 feet; thence South parallel with the West line of said 1/4 1/4 section, 441.15 feet to a point in a line bearing South 75 degrees East end passing through the point of beginning, thence South 75 degrees East along said line to the point of beginning

EXCEPTING that part described as follows: All that part of the Southeast Quarter of the Northwest 1/4 of Section 35, Township 48, Range 32, described as follows: Beginning at a point 124 feet South of the Northwest corner of said Quarter Quarter Section; thence East 350 feet; thence South 124 feet; thence West 350 feet to the West line of said Quarter Quarter Section; thence North 124 feet to the point of beginning.

Also EXCEPTING all that part South of the North R/W line of Interstate Route 470 by Suit No. 741042 in the Circuit Court of Jackson County, Missouri.

TRACT 5

Owner:

The Family Ranch, LLC

Parcel ID:

51-800-01-03-00-0-00-000

A tract of land in the Southwest Quarter of the Northeast Quarter of Section 35, Township 48, Range 32, City of Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 35; thence South 86 degrees 35 minutes 26 seconds East along the South line of said Northeast Quarter Section, a distance of 1311.71 feet to the Southeast corner of the Southwest Quarter of said Northeast Quarter Section, thence North 2 degrees 28 minutes 04 seconds East along the East line of the Southwest Quarter of said Northeast Quarter Section and parallel with the West line of said Northeast Quarter Section, a distance of 282.38 feet (282.15 feet Deed); thence North 52 degrees 58 minutes 43 seconds West, a distance of 18.00 feet (North 53 degrees 45 minutes 21 seconds West, a distance of 22.33 feet Deed) to a point on the North right of way line of Interstate No. 470 as now established. said point being the point of beginning; thence continuing North 52 degrees 58 minutes 43 seconds West, a distance of 833.08 feet (North 53 degrees 45 minutes 21 seconds West, a distance of 841.82 feet Deed); thence South 33 degrees 03 minutes 26 seconds West, a distance of 526.71 feet (South 31 degrees 23 minutes 25 seconds West, a distance of 517.25 feet, Deed) to a point on the North right of way line of said Interstate 470; thence South 84 degrees 53 minutes 05 seconds East, a distance of 561.37 feet (South 85 degrees 06 minutes 10 seconds East along said North Highway right of way line, a distance of 561.58 feet, Deed); thence North 87 degrees 59 minutes 25 seconds East, a distance of 201.56 feet (North 87 degrees 46 minutes 20 seconds East along said North right of way line, a distance of 201.56 feet, Deed); thence South 84 degrees 53 minutes 05 seconds East, a distance of 192.65 feet (South 85 degrees 06 minutes 10 seconds East along said North right of way line, a distance of 188.09 feet, Deed); to the point of beginning, subject to that part thereof in roads.

TRACT 6

Owner:

Captain Fancy Two, LLC

Parcel ID:

51-800-02-06-00-0-00-000

Part of the Southwest Quarter of the Northwest Quarter of Section 35, Township 48 North, Range 32 West in Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Beginning at the Northwest corner of said Quarter Quarter Section; thence South 86 degrees 36 minutes 33 seconds East along the North line of said Quarter Quarter Section, a distance of 1308.17 feet to a point being 20.00 feet Westerly of the East line of said Quarter Quarter Section; thence

South 02 degrees 29 minutes 11 seconds West (South 03 degrees 00 minutes 16 seconds West-Deed) parallel with the East line of the Southwest Quarter of the Northwest Quarter of said Section 35, a distance 980.90 feet to a point on the existing North right of way line of I-470 Highway; thence North 85 degrees 08 minutes 16 seconds West (North 85 degrees 02 minutes 17 seconds West-Deed) along said existing North right of way line, a distance of 145.28 feet (127.64 feet-Deed) to a point being 150 feet left of Highway Station 354+00; thence North 78 degrees 00 minutes 46 seconds West (North 77 degrees 54 minutes 47 seconds West-Deed) continuing along said existing North right of way line of I-470 Highway, a distance of 201.56 feet to a point being 175 feet left of Highway Station 352+00; thence North 85 degrees 08 minutes 16 seconds West (North 85 degrees 02 minutes 17 seconds West-Deed) continuing along said existing North right of way line of I-470 Highway, a distance of 966.76 feet (967.23 feet-Deed) to a point on the West line of said Quarter Quarter Section; thence North 02 degrees 36 minutes 11 seconds East (North 02 degrees 37 minutes 26 seconds East-Deed) along said West line, a distance of 922.17 feet (923.46 feet-Deed) to the point of beginning.

AND ALSO, the East 20.00 feet of said Quarter Quarter, bounded on the South by the North R/W line of Interstate Route 470 by Suit No. 741042 in the Circuit Court of Jackson County, Missouri, and bounded on the North by the Westerly extension of the South line of a Tract described in a warranty deed recorded in Book 1123 at Page 1716 in the recorder's office of Jackson County, Missouri.

#### TRACT 7

Owner:

The Family Ranch, LLC

Parcel ID:

51-900-01-11-00-0-00-000

The North half of the Southeast Quarter of the Northeast Quarter of Section 34, Township 48, Range 32, Lee's Summit, Jackson County, Missouri, except part in roads.

#### TRACT 8

Owner:

City of Lee's Summit

Parcel ID:

51-900-02-06-02-0-00-000

All that part of the Northeast Quarter of Section 34, Township 48, Range 32, in the City of Lee's Summit, Jackson County, Missouri, described as follows:

Beginning on the West line of said Quarter Section, and 420.99 feet North of the Southwest Corner thereof, said point being an angle point in the right of way of the Chicago, Rock Island and Pacific Railroad Company, and said point lying opposite Station 761+95 thereof; thence North 79°12'09" East, this and subsequent bearings referring to the West line of the Northwest Quarter of said Section 34 as having a bearing of North 02°29'42" East, along the Southerly line of a jog in said

Railroad right of way, a distance of 263.10 feet, to a point lying 50 feet from the centerline of the main track of said Railroad Company, measured at right angles thereto; thence North 09°16' 45" West, and parallel to said centerline of main track, a distance of 416.73 feet; thence North 87°30'18" West a distance of 171.02 feet, to a point on the West line of said Quarter Section; thence South 02°29'42" West, a distance of 468.45 feet, to the point of beginning. Except that part in Highway Right-of-Way.

TRACT 9

Owner:

Rock Island Railroad

All that part of Railroad Right-of-Way in the North half of Section 34, Township 48, Range 32, lying North of and adjacent to Interstate 470, in the City of Lee's Summit, Jackson County, Missouri.

TRACT10

Owner:

City of Lee's Summit

Parcel ID:

51-900-02-01-00-0-00-000

All of the North 500 feet of the following described Tract of land:

The North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 48, Range 32, in Jackson County, Missouri, except that part of said  $\frac{1}{2}$  of  $\frac{1}{4}$  Section conveyed to Robert McKay by deed dated April 6, 1903 and recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244 at Page 193, and except that part of said  $\frac{1}{2}$  of  $\frac{1}{4}$  Section conveyed to the Kansas City Rock Island Railway Company by deed recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244 at Page 79, containing 76.402 acres.

TRACT 11

Owner:

State of Missouri

All of the Right-of-Way of Interstate 470, beginning at the North- South Centerline of Section 34; thence Easterly to the East line of Section 35, all in Township 48, Range 32, in the City Lee's Summit, Jackson County, Missouri.

Owner:

Jacomo Trucking, Inc.  
Jacomo Trucking, Inc.  
Jacomo Trucking, Inc.  
Jacomo Trucking, Inc.

Parcel #:

51-800-01-04-01-1-00-000  
51-800-01-04-01-2-00-000  
51-800-01-04-02-1-00-000  
51-800-01-06-01-2-00-000

Legal Descriptions to be provided prior to filing Petition.

TRACT 1

Owner:

The Family Ranch, LLC

Parcel ID:

51-400-03-08-00-0-00-000

The Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 27, Township 48, Range 32, except 6.97 acres heretofore sold and except beginning 25 feet West of the Southeast corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section; thence East 25 feet; thence North 88.8 feet; thence Southwest to beginning, in Kansas City, Jackson County, Missouri.

TRACT 2

Owner:

The Family Ranch, LLC

Parcel ID:

51-440-06-01-00-0-00-000

All of Lot 6, TOWN OF VALE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT 3

Owner:

The Family Ranch, LLC

Parcel ID:

51-440-01-00-0-00-000

All of Lot 7, TOWN OF VALE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT 4

Owner:

Short Family Properties, LLC

Parcel ID:

51-400-03-06-00-0-00-000

The Southwest Quarter of the Southwest Quarter of Section 27, Township 48, Range 32, in Kansas City, Jackson County, Missouri except the West 10 acres and except the North 40 feet thereof in road.

TRACT 5

Owner:

Lee's Summit I, LLC

Parcel ID:

51-400-03-15-00-0-00-000

All of Lot 2, MASONIC HOME OF MISSOURI-WESTERN UNIT, a subdivision in Kansas City, Jackson County, Missouri according to the recorded plat thereof.

#### TRACT 6

Owner:

RBTL Industries, LLC

Parcel ID:

51-400-03-02-00-0-00-000

A tract of land in the Southwest Quarter of Section 27, Township 48, Range 32, in Kansas City, Jackson County, Missouri described as beginning at the Southeast corner of the North half of said Quarter Section and running thence North 0 degree 54 minutes 31 seconds West along the East line of said Quarter Section, 976.94 feet to the centerline of Bannister Road; thence Northwesterly along said centerline, 459.5 feet; thence South 0 degree 54 minutes 31 seconds East along a line which is 384.73 feet West of and parallel to the said East line of the Southwest Quarter of said Section, a distance of 1717.23 feet; thence along a line described in previous deeds as bearing North 38 degrees 15 minutes East, but actually bearing North 37 degrees 08 minutes 41 seconds East, a distance of 624.08 feet to the point of beginning, except that part in roads, if any.

ALSO

Except that part lying within 50.00 feet of the centerline of Bannister Road, as it presently exists.

#### TRACT 7

Owner:

RBTL Industries, LLC

Parcel ID:

51-440-03-01-00-0-00-000

That part of the Northwest Quarter of the Southeast Quarter of Section 27, Township 48, Range 32, Kansas City, Jackson County, Missouri, described as follows: beginning at a point on the West line of the Northwest Quarter of the Southeast Quarter of said Section 27, said point being located 392.80 feet Southerly from the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 27, said point also being in the Southerly right of way line of Bannister Road 40 feet from the center line as now established; thence continuing Southerly along said West line of said Northwest Quarter of said Southeast Quarter of said Section 27, 930.77 feet of the Southwest corner of said Northwest Quarter of said Southeast Quarter of said Section 27; thence Easterly along the South line of said Northwest Quarter of said Southeast Quarter of said Section 27, 387.57

feet to a point in the Westerly right of way line of the Chicago Rock Island and Pacific Railroad; thence Northerly along said Westerly right of way line of said Railroad parallel to the center line of said Railroad, 390.95 feet to a point; thence Easterly and perpendicular to the last described course 100.00 feet to a point; thence Northerly and perpendicular to the last described course along the Westerly right of way line of said Railroad, parallel to the center line of said Railroad 369.76 feet to a point in the Southerly right of way line of Bannister Road, 40 feet from the center line of said Bannister Road, as now established; thence Northwesterly along said Southerly right of way line and along a curve to the right having a radius of 1,482.76 feet, an arc distance of 745.75 feet to the point of beginning, except that part in roads, if any.

ALSO

Except that part lying within 50.00 feet of the centerline of Bannister Road, as it presently exists.

TRACT 9

Owner:

City of Kansas City

Parcel ID:

No ID No.

All of East 97<sup>th</sup> Street Right-of-Way dedicated per MASONIC HOME OF MISSOURI-WESTERN UNIT, a subdivision in Kansas City, Jackson County, Missouri according to the recorded plat thereof.

TRACT 10

Owner:

City of Kansas City

Parcel ID:

No ID No.

All that part of East 97<sup>th</sup> Street (Wood Street) Right-of-Way, lying West of Rock Island Right-of-Way, dedicated per TOWN OF VALE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT 11

Owner:

City of Kansas City

Parcel ID:

No ID No.

All that part of East 98<sup>th</sup> Street (Gabbert Street) Right-of-Way, lying West of Rock Island Right-of-Way, dedicated per TOWN OF VALE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

RPA-1 TIF Legal Description:

A tract of land situated in Section 34, Township 48 North, Range 32 West, in Lee's Summit, Jackson County, Missouri being more particularly described as follows:

Owner:

Jackson County, MO  
Happy Valley Properties, LLC  
Happy Valley Properties, LLC  
Happy Valley Properties, LLC  
Happy Valley Properties, LLC  
Jackson County, MO  
City of Lee's Summit, MO  
Jackson County, MO  
City of Lee's Summit, MO

Parcel No.

51-900-02-02-01-0-00-000  
51-900-02-07-00-0-00-000  
51-900-02-10-00-0-00-000  
51-900-02-09-00-0-00-000  
51-900-02-08-00-0-00-000  
51-900-02-02-03-0-00-000  
51-900-02-01-00-0-00-000  
51-900-02-06-01-0-00-000  
51-900-02-06-02-0-00-000

Beginning at the Southwest corner of the Northwest Quarter of said Section 34; thence North 02°25'47" East, along the West line of said Quarter, a distance of 2632.77 feet, to the Northwest Corner of said Quarter; thence South 86°33'45" East, departing said West line, and along the North line of said Quarter, a distance of 2611.90 feet, to a point on the West line of the Kansas City Rock Island Railway right-of-way as recorded in Book 244, Page 79 in the recorder's office of Jackson County, Missouri, as now established; thence South 18°46'13" West, departing said North line, and along said West right-of-way line, a distance of 76.95 feet to a point of curvature; thence Southerly, continuing along said West right-of-way, and along a curve to the left, having a radius of 2508.01 feet, and a central angle of 28°06'45", a distance of 1230.57 feet, to a point of tangency; thence South 09°20'32" East, continuing along said West right-of-way line, a distance of 30.31 feet; thence South 86°26'21" East, continuing along said right-of-way line, a distance of 16.41 feet, thence South 09°20'32" East, continuing along said right-of-way line, a distance of 354.98 feet, to a point on the East line of said Quarter; thence South 02°29'17" West, continuing along said West right-of-way line, and along said East line, a distance of 468.48 feet, to a point on the North right-of-way line of Interstate Route 470, as now established; thence departing said West right-of-way line and said East line, and along said North right-of-way line the following courses; North 85°05'37" West, a distance of 899.87 feet; thence North 75°10'03" West, a distance of 203.04 feet; thence South 77°15'22" West, a distance of 228.92 feet, to a point on the West line of the Southeast Quarter of said Quarter; thence South 02°29'01" West, departing said North right-of-way line, and along said West line of the Southeast Quarter, a distance of 410.64 feet, to a point

on the South right-of-way line of Interstate Route 470, as now established; thence departing said West line of the Southeast Quarter, and along said South right-of-way line the following courses; North  $71^{\circ}05'22''$  West, 205.31 feet; thence North  $85^{\circ}05'37''$  West, 50.00 feet; thence South  $85^{\circ}33'47''$  West, 991.68 feet; thence South  $19^{\circ}44'16''$  West, 196.72 feet; thence South  $21^{\circ}11'08''$  West, 85.21 feet, to a point on the West line of the Southwest Quarter of said Section 34; thence North  $02^{\circ}27'40''$  East, along said West line, a distance of 265.01 feet to the Point of Beginning.

ALSO

all that part of the Kansas City Rock Island Railway right-of-way as recorded in Book 244, Page 79 in the recorder's office of Jackson County, Missouri, lying in the North Half of said Section 34, and North of the North right-of-way line of Interstate Route 470, as now established.

Owner:

McCambridge Pat R & Michael

Parcel #:

50-700-01-14-01-0-00-000

Part of the Northeast Quarter of Section Thirty-three (33), Township Forty-eight (48), Range Thirty-two (32), described as follows: Beginning 476.56 feet South and 40 feet West of the Northeast corner of said Northeast Quarter; thence West 800 feet; thence South 290 feet; thence West 430 feet to the Easterly right-of-way of View High Drive; thence Southeasterly 300 feet more or less along said right-of-way curve; thence Southeasterly 600 feet more or less along said right-of-way; thence North 19 degrees East 10 feet; thence South 70 degrees East 250 feet; thence South 77 degrees East 194.33 feet; thence North 2 degrees East 350 feet; thence North 10 degrees East 296.94 feet; thence North 25 degrees East 100.48 feet to the point of beginning.

Owner:

Greenway Holdings, LLC

Parcel #:

50-700-01-07-03-0-00-000

All that part of the East one-half of the Northeast Quarter of Section 33, Township 48, Range 32, in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point in the center of Old Bannister Road, said point being 1762.11 feet South of the Northeast corner of Section 33, thence South 64.89 feet, thence North 73 degrees West 264 feet, thence South 86 degrees West 302.28 feet, thence North 599.73 feet to the center of Old Bannister Road, thence South 74 degrees 24 minutes East along the center of said road 158.48 feet, thence Southeasterly along the center of said road 229.98 feet, thence South 28 degrees 51 minutes East 467.26 feet along the center of said road to beginning, less that part taken pursuant to Report of Commissions dated October 3, 1984, as Case No. CV84-18863 filed October 30, 1984 as Document No. 1597857 in Book 11367 at page 573.

Owner:

Pete & Sherry’s Land Co, LLC

Parcel #:

50-700-04-29-00-0-00-000

50-700-04-30-00-0-00-000

50-700-04-31-00-0-00-000

All that part of the North Half of the Northeast Quarter of the Southeast Quarter and all that part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 48, Range 32, in Kansas City, Jackson County, Missouri, and being more particularly described as follows: Commencing at the Northeast corner of the North Half of said Quarter Quarter Section; thence South 02 degrees, 27 minutes, 41 seconds West (deed= South 02 degrees, 34 minutes, 39 seconds West), along the East line of said Quarter Quarter Section, a distance of 165.58 feet; thence North 87 degrees, 29 minutes, 01 seconds West (deed= North 89 degrees, 17 minutes, 52 seconds West), departing the East Line of said Quarter Quarter Section, a distance of 160.88 feet to a point on the Northerly Right-of-Way line of Meers Road as established by Document No. I-1104739 in Book I-2240, Page 32 and to the POINT OF BEGINNING of the tract of land to be herein described; thence the following courses along said Northerly Right-of-Way line: Westerly and Southwesterly along a curve to the left, having an initial tangent bearing of North 73 degrees, 13 minutes, 53 seconds West (deed= North 73 degrees, 18 minutes, 04 seconds West), a radius of 200.00 feet, a central angle of 64 degrees, 53 minutes, 56 seconds (deed= 64 degrees, 43 minutes, 40 seconds), an arc distance of 226.54 feet (deed= 225.94'); thence South 41 degrees, 52 minutes, 12 seconds West (deed= South 41 degrees, 58 minutes, 16 seconds West), a distance of 432.17 feet; thence Southwesterly and Westerly, along a curve to the right, tangent to the last described course, having a radius of 170.00 feet, a central angle of 51 degrees, 05 minutes, 57 seconds, an arc distance of 151.61 feet; thence South 02 degrees, 55 minutes, 28 seconds West (deed= South 03 degrees, 01 minutes, 32 seconds West), a distance of 20.84 feet; thence North 87 degrees, 04 minutes, 32 seconds West (deed= North 86 degrees, 58 minutes, 28 seconds West), a distance of 297.19 feet to a point on the East line of a tract of land conveyed by Document No. I-532889, in Book I-1236, Page 174; thence North 02 degrees, 24 minutes, 43 seconds East (deed= North 02 degrees, 30 minutes, 47 seconds East), departing the Northerly line of said Meers Road, along the East line of said tract of land, a distance of 653.89 feet to a point on the North line of said Quarter Quarter Section; thence South 87 degrees, 09 minutes, 35 seconds East (deed= South 87 degrees, 03 minutes, 31 seconds East), along the North line of said Quarter Quarter Section, continuing along said East line, a distance of 50.00 feet; thence North 02 degrees, 25 minutes, 08 seconds East (deed= North 02 degrees, 31 minutes, 12 seconds East), departing the North line of said Quarter Quarter Section, continuing along said East line, a distance of 174.76 feet to a point on the Southerly Right-of-Way line of Interstate Route No. 470 as established by Document No. I-1100228 in Book I-2232 at Page 593, said point being 200.00 feet Right of Station 279+59.1; thence the following courses along said Southerly Right-of-Way line: South 85 degrees, 05 minutes, 59 seconds East (deed= South 84 degrees, 59 minutes, 55 seconds East), a distance of 140.90 feet to a point 200.00 feet Right of Station 281+00; thence South 75 degrees, 10 minutes, 25 seconds East (deed= South 75 degrees, 04 minutes, 21 seconds East), a distance of 406.08 feet to a point 270.00 feet Right of Station 285+00; thence South 79 degrees, 46 minutes, 03 seconds East (deed= South 79 degrees, 39 minutes, 59 seconds East, a distance of 376.62 feet to a point 305.00 feet Right of Station 288+75; thence South 07 degrees, 02 minutes, 25 seconds East (deed=

South 06 degrees, 56 minutes, 21 seconds East), a distance of 17.64 feet to a point 322.26 feet Right of Station 288+78.65; thence South 18 degrees, 27 minutes, 59 seconds West (deed= South 18 degrees, 34 minutes, 03 seconds West), a distance of 159.36 feet to a point 477.17 feet Right of Station 288+41.27; thence South 20 degrees, 04 minutes, 12 seconds West (deed= South 21 degrees, 10 minutes, 05 seconds West), a distance of 34.22 feet (deed= 34.26 feet) to the point of beginning, containing 12.051 acres, more or less.

The undersigned proprietors of the above described tract of land to be subdivided in the manner shown on the accompanying plot, which subdivision and plat shall hereafter be known as

“HEARTLAND NURSERY”

An easement is hereby granted to Kansas City, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for water, gas, electricity, sewage, telephone, cable TV and surface drainage, including, but not limited to, underground pipes and conduits, pad mounted transformers, service pedestals, any or all of them upon, under and along the strips of land designated utility easement (U/E). Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All the above easements shall be kept from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Kansas City, Missouri, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made or operation of any kind or nature shall be perfected which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without the written approval of the Director of Public Works or the Director of Water Services where applicable.

All streets and avenues outlined on this plat and not heretofore dedicated to public use are hereby so dedicated.

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

RIGHT OF ENTRANCE:

The right of entrance and egress in travel along any street or drive within the boundaries of the property is hereby granted to Kansas City, Missouri, for the purpose of fire and police protection, maintenance of water mains, sanitary and storm sewer lines, collection of garbage and refuse and to the United States Postal Services for the delivery of mail; provided, however, such right of ingress and egress does not include any obligation to contribute for any damage to any private street or drive by virtue of the exercise of the rights stated herein and specifically, neither Kansas City, Missouri nor the U.S. Postal Service shall incur any liability by virtue of the exercise of such rights.

RPA-2 TIF Legal Description:

A tract of land situated in the West Half of the Southwest Quarter, and in the Southwest Quarter of the Northwest Quarter all in Section 34, Township 48 North, Range 32 West, in Lee's Summit, Jackson County, Missouri being more particularly described as follows:

Owner:

Happy Valley Properties, LLC  
Happy Valley Properties, LLC  
Happy Valley Properties, LLC

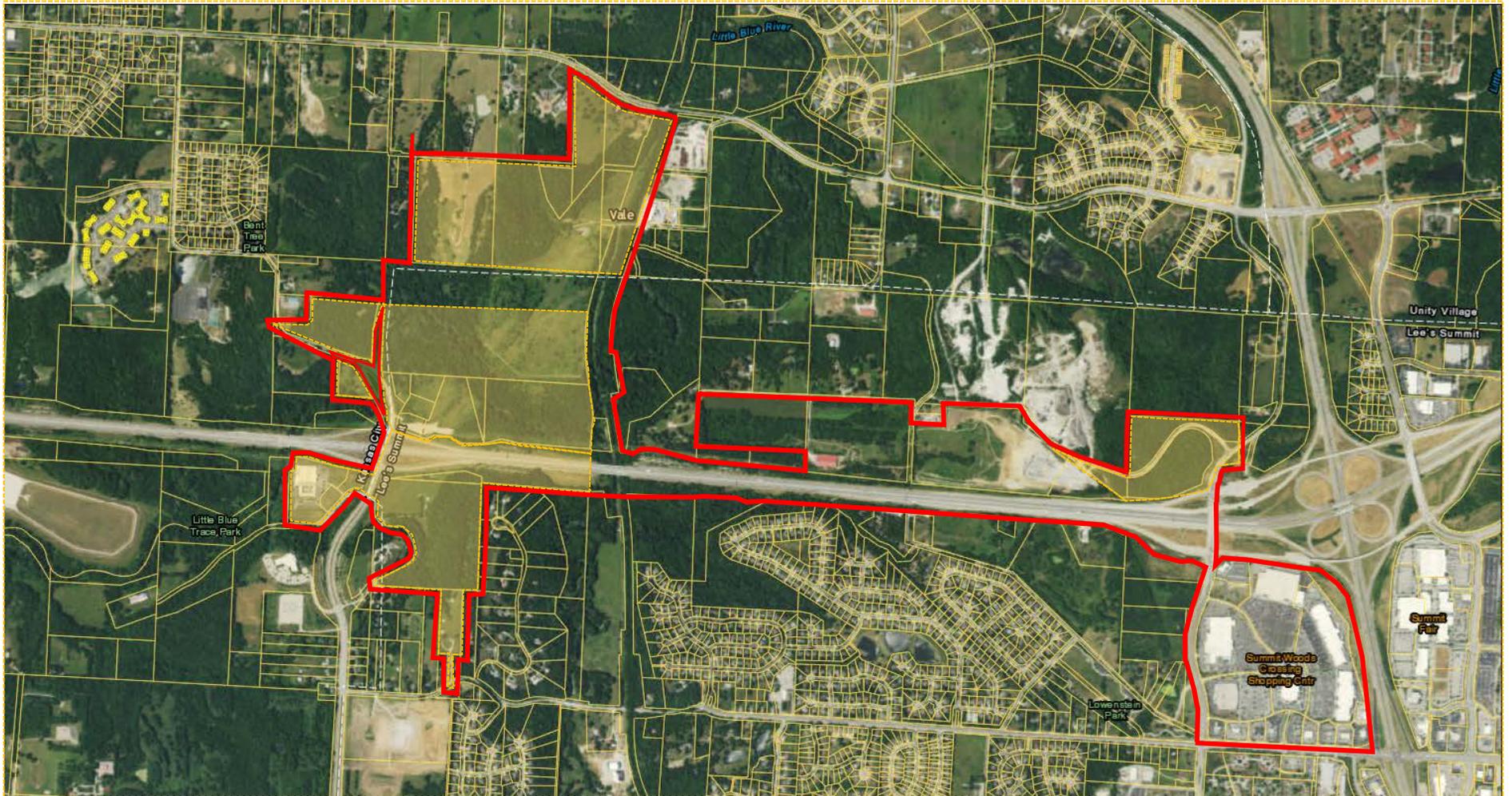
Parcel No.

51-900-03-06-00-0-00-000  
51-900-03-02-00-0-00-000  
51-900-02-05-00-0-00-000

Commencing at the Northwest corner of the Southwest Quarter of said Section 34: thence South  $02^{\circ}27'40''$  West, along the West line of said Southwest Quarter, a distance of 265.01 feet to a point on the South right-of-way line of Interstate Route 470, as now established; thence departing said West line, and along said South right-of-way line the following courses; North  $21^{\circ}11'08''$  East, 85.21 feet; thence North  $19^{\circ}44'16''$  East, 196.72 feet; thence North  $85^{\circ}33'47''$  East, 991.68 feet; thence South  $85^{\circ}05'37''$  East, 50.00 feet; thence South  $71^{\circ}05'22''$  East, 205.31 feet, to a point on the East line of the Southwest Quarter of the Northwest Quarter of said Section 34; thence South  $02^{\circ}29'01''$  West, departing said South right-of-way line, and along said East line, a distance of 91.17 feet, to the Southeast corner of the said Quarter Quarter; thence South  $02^{\circ}25'07''$  West, along the East line of the Northwest Quarter of the Southwest Quarter, a distance of 1315.49 feet, to the Southeast corner of said Quarter Quarter; thence North  $86^{\circ}55'02''$  West, departing said East line of the Northwest Quarter of the Southwest Quarter, and along the South line of said Quarter Quarter, a distance of 190.87 feet, to the Northeast corner of Lot 2, Berkman Estates, a Subdivision in said City, County and State; thence South  $02^{\circ}20'24''$  West, departing said South line of said Quarter Quarter, and along the East line of said Lot 2, a distance of 788.05 feet, to the Southeast corner of said Lot 2, said corner also being the Northeast corner of Lot 3 of said Subdivision; thence North  $87^{\circ}34'12''$  West, departing said East line of said Lot 2, and along the North line of said Lot 3, a distance of 104.54 feet, to the Northwest corner of said Lot 3; thence South  $02^{\circ}28'35''$  West, departing said North line of Lot 3 and along the West line of said Lot 3, a distance of 345.61 feet, to the Southwest corner of said Lot 3, said corner also being on the Northerly right-of-way line of Chipman Road, as now established; thence Southwesterly, departing said West line of Lot 3, and along said Northerly right-of-way line of Chipman Road, and along a curve to the left, having a radius of 349.62 feet, a central angle of  $08^{\circ}02'32''$ , and whose initial tangent bearing is South  $64^{\circ}38'25''$  West, a distance of 49.07 feet; thence South  $56^{\circ}47'29''$  West, continuing along said Northerly right-of-way line of Chipman Road, a distance of 9.51 feet, to the Southeast corner of Lot 1 in said Subdivision; thence North  $02^{\circ}22'36''$  East, departing said Northerly right-of-way line of Chipman Road, and along the East line of said Lot 1, a distance of 376.90 feet, to the Northeast corner of said Lot 1; thence North  $87^{\circ}31'35''$  West, departing said East line of Lot 1, and along the North line of said Lot 1, a distance of 115.09 feet, to the Northwest corner of said Lot 1, said point also being the Southwest corner of said Lot 2; thence North  $02^{\circ}22'54''$  East, departing said North line of Lot 1, and along the West line of said Lot 2, a distance of 791.12 feet,

to the Northwest corner of said Lot 2; thence North  $86^{\circ}55'02''$  West, departing said West line of Lot 2, and along the South line of the Northwest Quarter of the Southwest Quarter, a distance of 858.18 feet, to the Southwest corner of said Quarter Quarter; thence North  $02^{\circ}27'40''$  East, departing said South line, and along the West line of said Quarter Quarter, a distance of 30.67 feet; thence Northeasterly, departing said West line, and along a curve to the right, having a radius of 236.70 feet, a central angle of  $08^{\circ}09'33''$ , and whose initial tangent bearing is North  $54^{\circ}17'14''$  East, a distance of 33.71 feet; thence North  $62^{\circ}19'09''$  East, a distance of 456.02 feet; thence Northerly, along a curve to the left, having a radius of 180.00 feet, and a central angle of  $83^{\circ}28'00''$ , a distance of 262.22 feet; thence North  $21^{\circ}08'51''$  West, a distance of 127.10 feet; thence Northwesterly, along a curve to the left, having a radius of 170.00 feet, and a central angle of  $73^{\circ}48'00''$ , and whose initial tangent bearing is North  $21^{\circ}03'21''$  West, a distance of 218.97 feet; thence South  $85^{\circ}16'28''$  West, a distance of 47.25 feet; thence Westerly, along a curve to the right, having a radius of 210.00 feet, a central angle of  $27^{\circ}16'41''$ , and whose initial tangent bearing is South  $84^{\circ}45'20''$  West, a distance of 99.98 feet; thence South  $55^{\circ}18'29''$  West, a distance of 144.15 feet; thence North  $88^{\circ}44'22''$  West, a distance of 8.10 feet, to the West line of said Quarter Quarter; thence North  $02^{\circ}27'40''$  East, along the West line of said Quarter Quarter, a distance of 424.35 feet, to the Point of Beginning.

# Exhibit B to the TDD Petition District Boundaries



## EXHIBIT C

### TRANSPORTATION PROJECT LIST

The Transportation Project generally consists of the following improvements and activities, any of which may be completed in phases at the discretion of the District:

The construction, reconstruction, installation, repair, and maintenance of the following public infrastructure improvements:

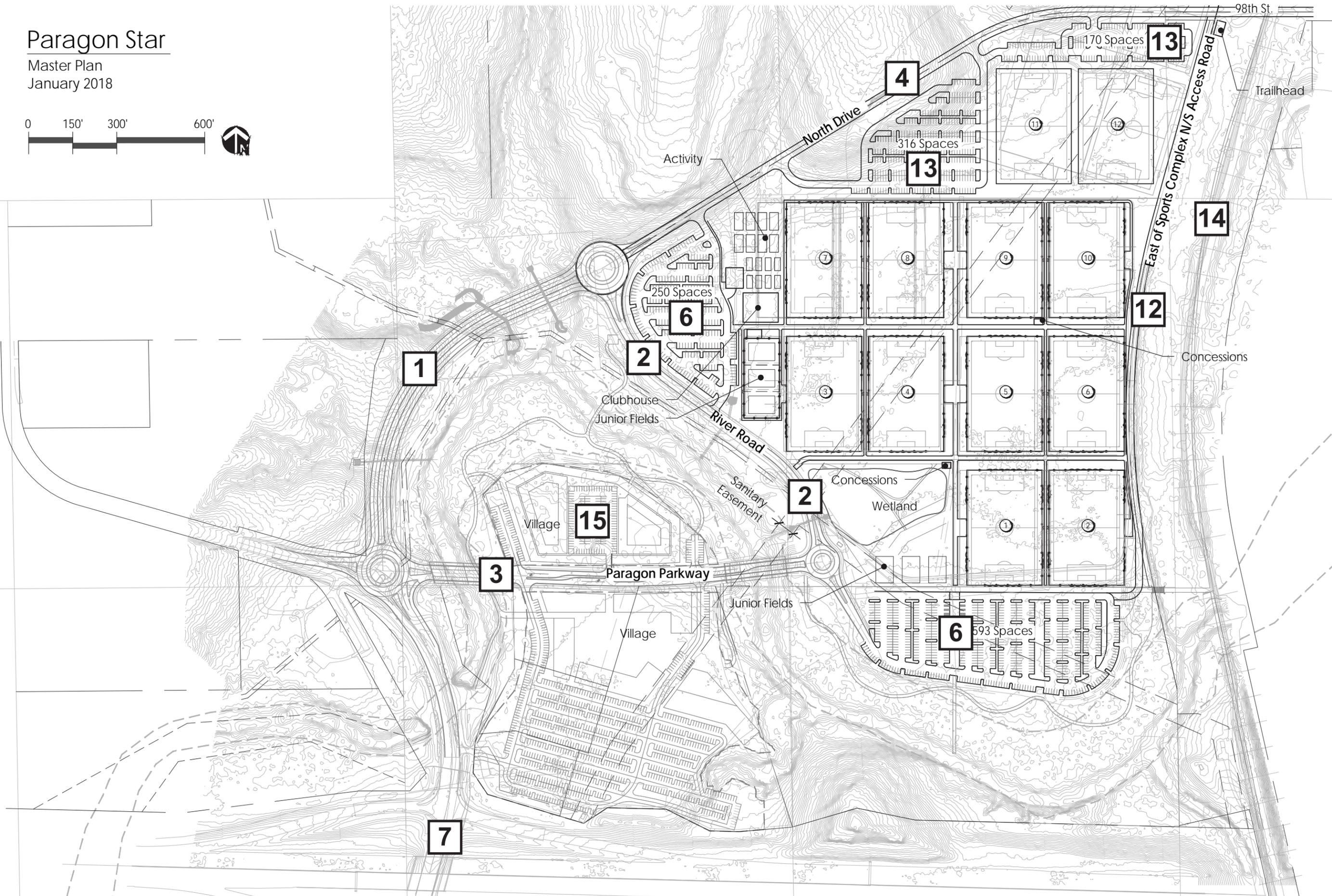
- 1 The construction of that portion of View High within Lee's Summit city limits from a roundabout, north approximately 1500 LF to and including another proposed roundabout.
- 2 The construction of River Road approximately 1500 LF from a proposed roundabout, southeast to and including another roundabout at the intersection with Paragon Parkway.
- 3 The construction of Paragon Parkway approximately 1600 LF from the View High Drive roundabout, to the roundabout mentioned in #4, including the two bridges required to cross the little blue river.
- 4 The construction of a North Drive from a roundabout, traveling towards the northeast.
- 5 Mass grading of land adjacent to infrastructure improvements described above.
- 6 The construction of surface parking lots on the land adjacent to the infrastructure improvements described above.
- 7 Construction of improvements to I-470 and View High interchange.
- 8 Any earthwork, landscape, bridges, utility relocations and extensions, street lighting, wetland identification and mitigation, professional consultant costs associated with the described improvements.
- 9 Alternative Routes North to be owned and maintained by Transportation Development District
- 10 Right of Way for Alternative Routes North
- 11 Mass grading for Alternative Routes North
- 12 East of Sports Complex North/South Access Road
- 13 Parking Lots, North (2)
- 14 Shared Trail, in Rock Island railbed, approximately 1/2 mile
- 15 Parking Garage
- 16 Quarry Park Road Access from Pryor Road
- 17 Engineering Costs and other Professional Fees for improvements listed above.
- 18 Financing Costs and Interest for improvements
- 19 Contingency on new Projects listed above.

# Paragon Star

Master Plan  
January 2018



EXHIBIT C to the TDD PETITION  
APPROXIMATE LOCATION OF CERTAIN TRANSPORTATION PROJECTS

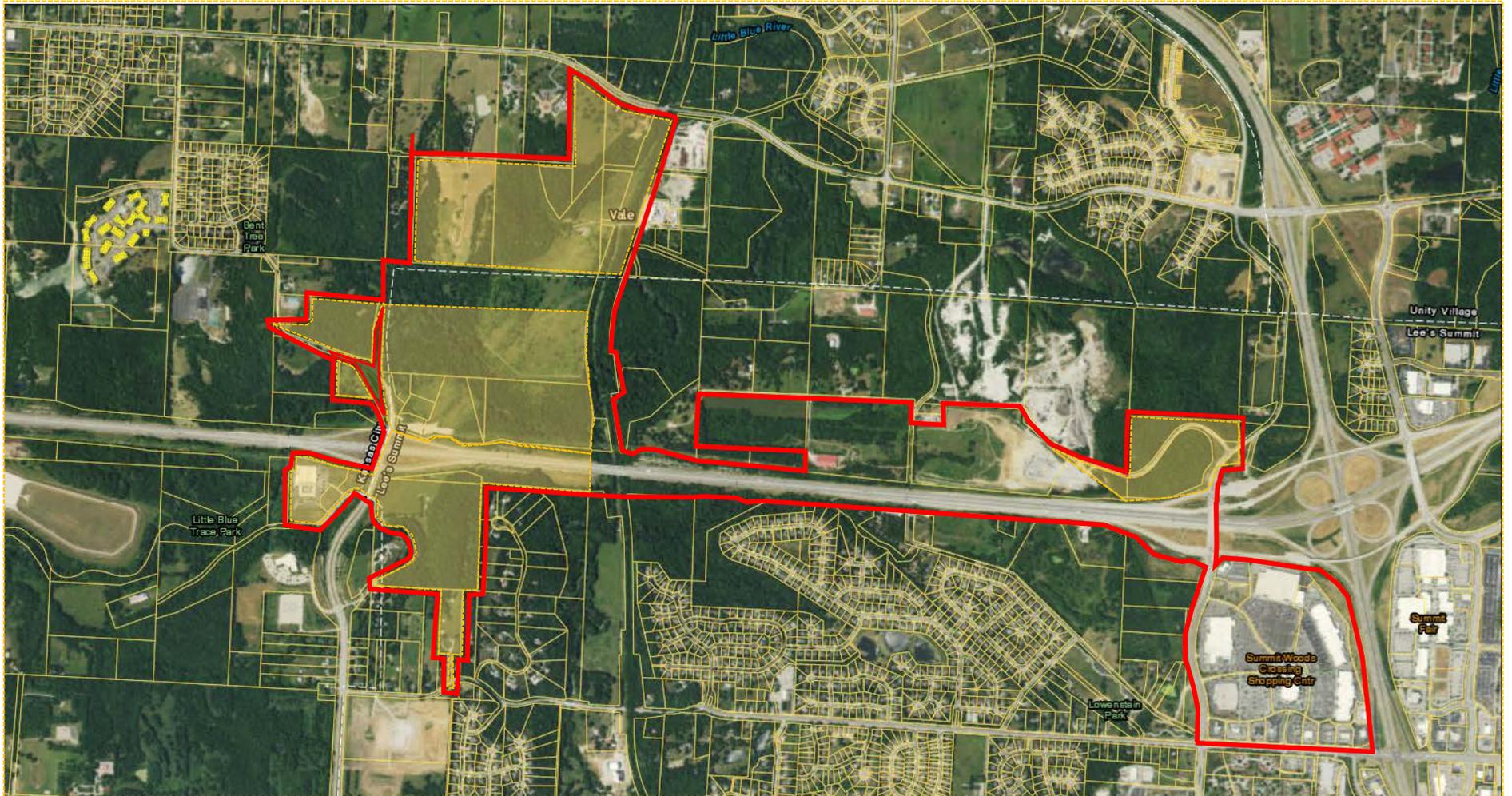


**EXHIBIT D**

**RESOLUTIONS OF CITY OF LEE'S SUMMIT AND  
I-470 & VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT**

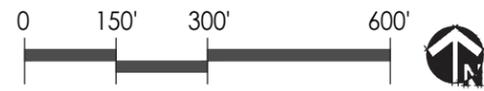
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# Exhibit B to the TDD Petition District Boundaries



# Paragon Star

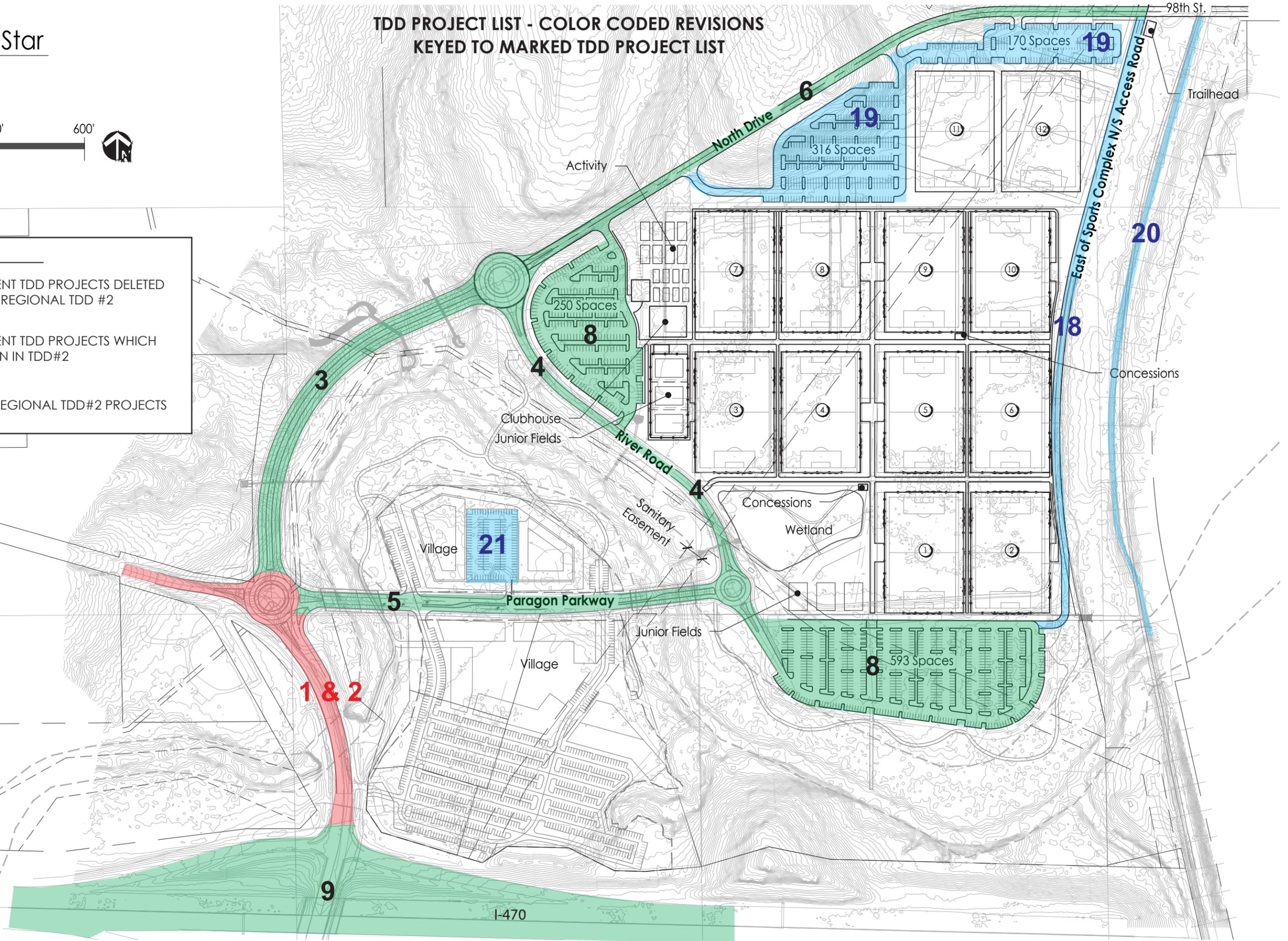
Master Plan  
January 2018



## TDD PROJECT LIST - COLOR CODED REVISIONS KEYED TO MARKED TDD PROJECT LIST

**LEGEND**

-  CURRENT TDD PROJECTS DELETED FROM REGIONAL TDD #2
-  CURRENT TDD PROJECTS WHICH REMAIN IN TDD#2
-  NEW REGIONAL TDD#2 PROJECTS



**TDD List of Projects - Keyed to Color Coded Map  
Marked Revisions to Current Regional TDD Project List**

<b>Current TDD List of Projects</b>	
1	The extension of View High Drive from its current terminus of the four lane section at the Northerly Highway 470 Right of Way, north approximately 800 LF to and including a proposed Roundabout.
2	The connection of View High Drive from the Roundabout mentioned in #1, west, to existing View High Drive, approximately 400 LF.
3	The construction of <del>that portion</del> of View High Parkway within Lee's Summit city limits from a roundabout <del>mentioned in #1</del> , north approximately 1500 LF to and including <del>another</del> proposed roundabout.
4	The construction of River Road approximately 1500 LF from a <del>proposed</del> roundabout <del>mentioned in #3</del> , southeast to and including <del>another roundabout at the intersection with Paragon Parkway. due east of the roundabout mentioned in #1.</del>
5	The construction of <del>View High Boulevard</del> Paragon Parkway approximately 1600 LF from the <del>View High Drive</del> roundabout <del>mentioned in #1</del> , to the roundabout mentioned in #4, including the two bridges required to cross the little blue river.
6	The construction of a North Drive <del>98th Street for a length of approximately 800 LF</del> from a roundabout <del>mentioned in #3</del> , traveling towards the northeast <del>to the City limit</del> .
7	Mass grading of land adjacent to infrastructure improvements described above <del>in items #1 through #6</del> .
8	The construction of surface parking lots on the land adjacent to the infrastructure improvements described above <del>in items #1 through #6</del> .
9	Construction of improvements to I-470 and View High interchange.
10	Any earthwork, landscape, bridges, utility relocations and extensions, street lighting, wetland identification and mitigation, professional consultant costs associated with the <del>described improvements stated items #1 through #10</del> .
11	<del>I-470 and 350 Highway Transportation Improvements (not included in professional fees or contingency calculations below)</del>
12	Engineering Costs and other Professional Fees for improvements listed above.
13	Financing Costs and Interest for improvements listed above
14	Contingency on current projects listed above.
<b>New Projects to be added to TDD List of Projects</b>	
15	Alternative Routes North to be owned and maintained by Transportation Development District
16	Right of Way for Alternative Routes North
17	Mass grading for Alternative Routes North
18	East of Sports Complex North/South Access Road
19	Parking Lots, North (2)
20	Shared Trail, in Rock Island railbed, approximately 1/2 mile
21	Parking Garage
22	Quarry Park Road Access from Pryor Road
23	Engineering Costs and other Professional Fees for improvements listed above.
24	Financing Costs and Interest for improvements
25	Contingency on new Projects listed above.

<b>Regional TDD #2</b>		
Property Owners List		
	<u>Total Acres</u>	
<b>Regaional TDD #1</b>		
Short Properties	88.39	
City Property	32.82	
RED Property	57.2	
Block Property	5.48	
Other Owners	23.9	
		207.79
<b>NW Cornerof I-470 &amp; Pryor</b>		
Jacomo Trucking Inc	9.27	
Jacomo Trucking Inc	0.49	
Jacomo Trucking Inc	12.17	
Jacomo Trucking Inc	2.24	
Subtotal New Acres		24.17
<b>Land Area North of RPA #1 (annexation not including ROW)</b>		
The Family Ranch	33.23	
Lee's Summit I, LLC	4.17	
RBTL Industries (U/C)	11.34	
RBTL Industries (U/C)	9.14	
The Family Ranch	3.84	
The Family Ranch	1.05	
Short Family Properties	33.23	
Subtotal New Acres		96.00
<b>Village &amp; Sports Complex (RPA #1)</b>		
Jackson County, MO	2.25	
Happy Valley Properties, LLC	9.29	
Happy Valley Properties, LLC	1.68	
Happy Valley Properties, LLC	1.86	
Happy Valley Properties, LLC	2.49	
Jackson County, MO	1.52	
City of Lees Summit, MO	78.67	
Jackson County, MO	23.44	
City of Lees Summit, MO	2.04	
Subtotal New Acres		123.24
<b>Other Property Owners North &amp; South of I-470 and Chipman Road</b>		
McCambridge, Pat F & Michael	13.75	
Greenway Holdings, LLC	3.09	
Pete & Sherry's Land Co. LLC	9.26	
Pete & Sherry's Land Co. LLC	1.42	
Pete & Sherry's Land Co. LLC	1.23	
Subtotal New Acres		28.75
<b>Land Area South of I-470 to Village at View High (RPA #2)</b>		
Happy Valley Properties, LLC	2.13	
Happy Valley Properties, LLC	32.7	
Happy Valley Properties, LLC	5.32	
Subtotal New Acres		40.15
<b>Total Regional TDD #2</b>	<b>520.1</b>	



# PARAGON STAR

Lee's Summit City Council

04 January 2018

Regional Destination

Mixed-Use Development

Best in Class

Projected 210-Acre,  
\$400 Million Multi-  
Phased Mixed Use  
Development

Sports &  
Recreation  
Complex/Village-  
Entertainment  
District

New Regional  
Infrastructure to  
Support Development  
in Lee's Summit's  
Western Gateway



# PARAGON STAR



# Sports & Recreation Complex

- 10 FIFA Regulation Fields & 6 Junior Fields – Artificial Turf & Lighted
- Clubhouse & Cantina w/ viewing decks overlooking championship field
- Major Trailhead to serve the Little Blue Trace and Rock Island Corridor Trails
- Field House
- Bocce, Pickleball & Sand Volleyball Courts
- Ziplines & Rope Course
- Ferris Wheel



# Entertainment District/Village

- Multi-Family Housing, Lodging, Office, Dining & Entertainment Venues:
  - ◆ Restaurant = 60,000 sq.ft.
  - ◆ Entertainment = 15,000 sq.ft.
  - ◆ Mercantile = 15,000 sq.ft.
  - ◆ Hotel 1 = 134 rooms
  - ◆ Hotel 2 = 98 rooms
  - ◆ Class A Office Space = 95,000 sq. ft.
  - ◆ Luxury Multi-family Units = 380
- Outdoor Public Space w/ sports viewing & live music
- Combination of first-to-market establishments & local favorites





FINKLE + WILLIAMS  
ARCHITECTURE



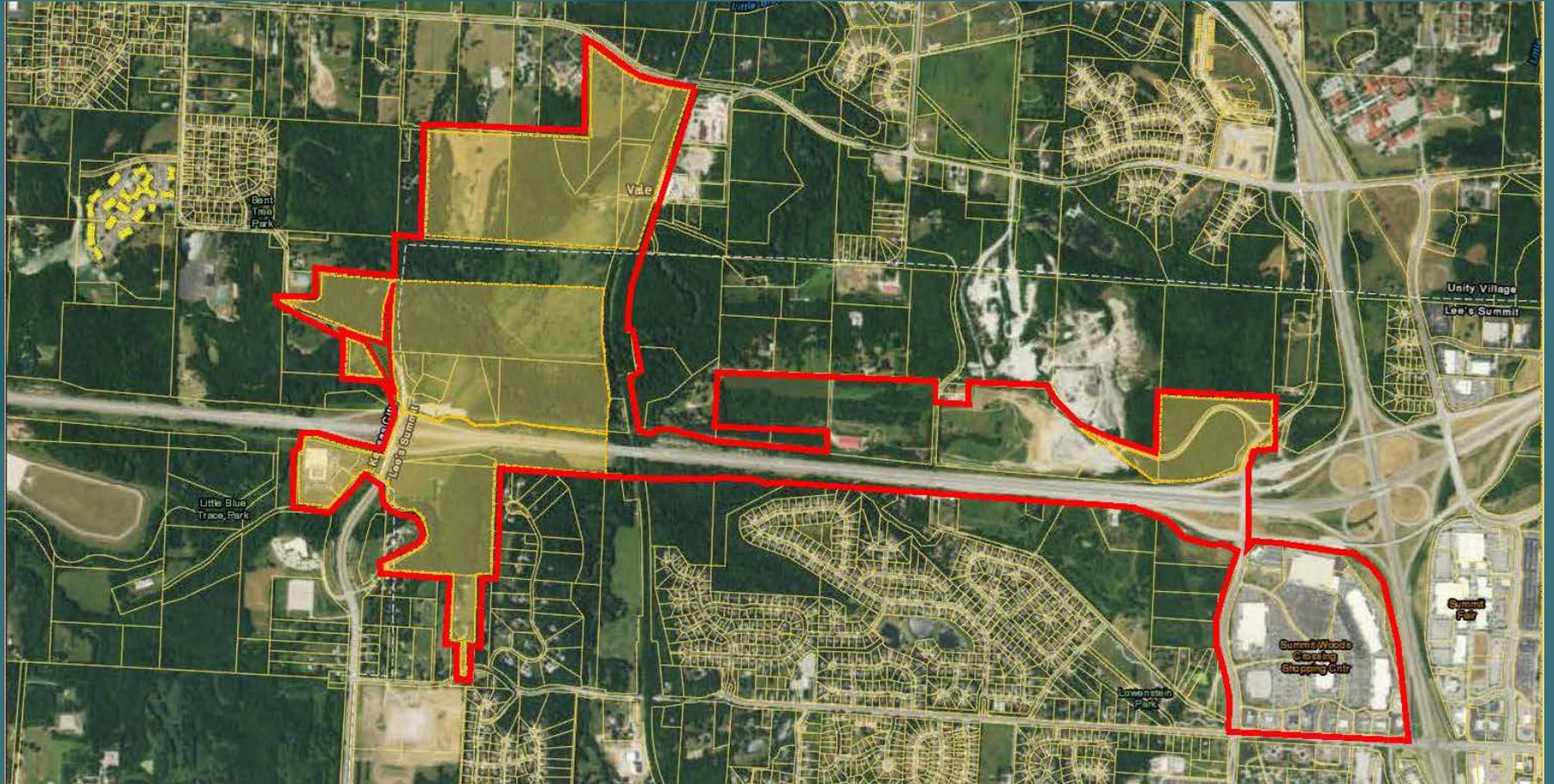
FINKLE + WILLIAMS  
ARCHITECTURE



FINKLE + WILLIAMS  
ARCHITECTURE



# New Regional Transportation Development District





# Estimated Project Budget

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>TOTAL PROJECT COSTS</b>	<b>\$246,660,574</b>	<b>\$37,894,876</b>	<b>\$5,424,721</b>	<b>\$29,811,101</b>	<b>\$1,000,000</b>	<b>\$21,085,840</b>	<b>\$0</b>	<b>\$146,451,518</b>
Total Project Costs (Rounded)	\$247,000,000	\$38,000,000	\$5,000,000	\$30,000,000	\$1,000,000	\$21,000,000		\$146,000,000
Percentage of Contribution to Project Costs		15.38%	2.02%	12.15%	0.40%	8.50%	0.00%	59.11%
Approved TIF Plan 2-17-16	212,000,000	21,904,000	1,038,000	13,141,000	1,000,000	20,000,000		151,000,000
		10.33%	1.90%	6.20%	0.47%	9.43%		71.23%

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>1. Real Property Costs</b>								
Private Real Property	2,000,000							2,000,000
Property of City of Lee's Summit	1,006,494			417,536				\$588,958
Property of Jackson County, Missouri								
Alternative North Route ROW	2,965,500	2,500,000		465,500				
Other Land Costs	-	-						
Wetlands Mitigation	1,200,000			1,200,000				
Rock Island Railroad Trail (2 miles)	2,000,000					2,000,000		
Capital Replacement Fund for Fields	3,000,000					3,000,000		
Trailhead Parking Deck	2,000,000					2,000,000		
Trolley Cars	1,000,000					1,000,000		
<b>Total Real Property Costs</b>	<b>15,171,994</b>	<b>2,500,000</b>	-	<b>2,083,036</b>	-	<b>8,000,000</b>	-	<b>2,588,958</b>

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>2. Sports Complex, Roads, Utility, Water, Sewer &amp; Infrastructure Improvements - 1 of 2</b>								
Sports Complex	14,101,833		3,326,802	10,775,031				
Sports Complex Technology	4,000,000					4,500,000		
Clearing & Grubbing	325,000	292,500	5,363	27,137				
Cut	1,387,000	1,249,000	22,770	115,230				
Fill, including fill for flood plan	2,305,000	1,305,000	165,000	835,000				
Landscape	500,000	450,000	8,250	41,750				
Bridge #1 (140x68)	1,428,000	1,428,000						
Bridge #2 (140x68)	1,428,000	1,428,000						
Sanitary Sewer within right of way	415,000	207,500	34,238	173,262				
Storm Sewer within right of way	582,000	465,600	19,206	97,194				
Water Main within right of way	660,000	528,000	21,780	110,220				
Seeding	232,000	185,600	7,656	38,744				
Road #1	291,000	-		291,000				
Road #2	770,000	-		770,000				
Road #3	792,000	792,000						
Road #4	486,000	486,000						
Roundabout	1,500,000	1,500,000						
Parking #1	1,727,000	1,727,000						
Parking #2	493,000	493,000						

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>2. Sports Complex, Roads, Utility, Water, Sewer &amp; Infrastructure Improvements - 2 of 2</b>								
Erosion Control (4%)	542,000	433,600	17,886	90,514				
Primary Electrical Duct Bank within right of way	625,000	562,500	10,313	52,157				
Improvements to Existing Interchange	6,000,000	5,000,000			1,000,000			
View High North of DDI	800,000					800,000		
Lee's Summit Waterline Extension	1,300,000			1,300,000				
North Village Infrastructure	694,000			694,000				
South Village Infrastructure	2,205,000			2,205,000				
Walking Trails (Little Blue Trace)	1,167,216					1,167,216		
Shared Trail	506,000	506,000						
View High Extension	-							
Alternative North Route / North South Access Road	3,000,000	3,000,000						
Additional Transportation Design for DDI	775,000	775,000						
Storm Water Pipe (Village)	1,000,000			1,000,000				
Parking Garage (Village)	8,000,000	4,000,000						4,000,000
<b>Subtotal Road, Utility, Infra,</b>	<b>60,037,049</b>	<b>26,814,300</b>	<b>3,639,264</b>	<b>18,616,239</b>	<b>1,000,000</b>	<b>6,467,216</b>	<b>-</b>	<b>-</b>
Contractor Overhead & Profit (9%)	5,403,334	2,413,287	327,534	1,675,462		582,049		-
Architecture Engineering (8%)	4,802,964	2,145,144	291,141	1,489,299		517,377		-
Contingency (15%)	9,005,557	4,022,145	545,890	2,792,436		970,082		-
<b>Total Sports Complex, Road, Utility, Infra,</b>	<b>\$79,248,905</b>	<b>\$35,394,876</b>	<b>\$4,803,828</b>	<b>\$24,573,435</b>	<b>\$1,000,000</b>	<b>\$8,536,725</b>	<b>\$0</b>	<b>\$0</b>

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>3. Building Costs</b>								
Hotel	18,078,000							18,078,000
Retail (non-restaurant / bar)	4,900,000							4,900,000
Garage (300 stalls)	4,500,000							4,500,000
Retail (restaurant / bar)	6,000,000							6,000,000
Entertainment Center	23,580,000							23,580,000
Office	27,000,000							27,000,000
Residential	50,000,000							50,000,000
Clubhouse / Restaurant	8,090,560							8,090,560
<b>Subtotal Building Costs</b>	<b>142,148,560</b>	-	-	-	-	-	-	<b>142,148,560</b>
Contractor Overhead & Profit (9%)	included							
Architecture Engineering (7%)	included							
Contingency (15%)	included							
<b>Total Building Costs</b>	<b>\$142,148,560</b>	-	-	-	-	-	-	<b>\$142,148,560</b>

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	View High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
<b>4. Soft Costs</b>								
Infrastructure	124,000		20,460	103,540				
Traffic Study	28,000		4,620	23,380				
Excise Tax	700,000							700,000
Environmental Impact Statement Wetlands	150,000		24,750	125,250				
Site Survey	25,000		4,125	20,875				
Other Studies (including not limited to RERC, HVS, hotel, Integra))	310,000		51,150	258,850				
Legal Fees - Development	350,000		57,750	292,250				
Legal Fees - Development	200,000		33,000	167,000				
Legal Fees - Transaction	850,000		24,750	125,250				650,000
Other Professional Consultants, predevelopment, including City consultants, plan implementation	450,000		74,250	375,750				
Other Professional Consultants, predevelopment, including City consultants, plan implementation	200,000		33,000	167,000				
Developer Fee	1,500,000		247,500	1,252,500				
Title Costs, closing costs, Taxes, Insurance & Misc.	200,000		33,000	167,000				
Construction Management & Design / Engineering Contingency	4,549,115					\$4,549,115		
Construction Interest and Financing Costs	455,000		12,538	75,985				364,000
<b>Total Soft Costs</b>	<b>\$10,091,115</b>	<b>\$0</b>	<b>\$620,893</b>	<b>\$3,154,630</b>	<b>\$0</b>	<b>\$4,549,115</b>	<b>\$0</b>	<b>\$1,714,000</b>

# TIF Amendment No. 1 Project Costs & Expenditures

	<u>TIF</u>	<u>CID</u>
Purchase Price for City Land	417,536	
View High Road Segments 1 & 2	1,161,000	
Alternative Route North ROW	465,500	
Wetland Mitigation	1,200,000	
Lee's Summit Water Extension	1,300,000	
Sports Complex Increase (from State Allocation)	5,538,000	
North Village Infrastructure	694,000	
South Village Infrastructure	2,205,000	
Storm Water Pipe (Village)	1,000,000	
Legal Fees - Development	167,000	33,000
Other Professional Consultants	167,000	33,000
<u>Total Increase in reimbursement</u>	<u>14,315,036</u>	<u>66,000</u>

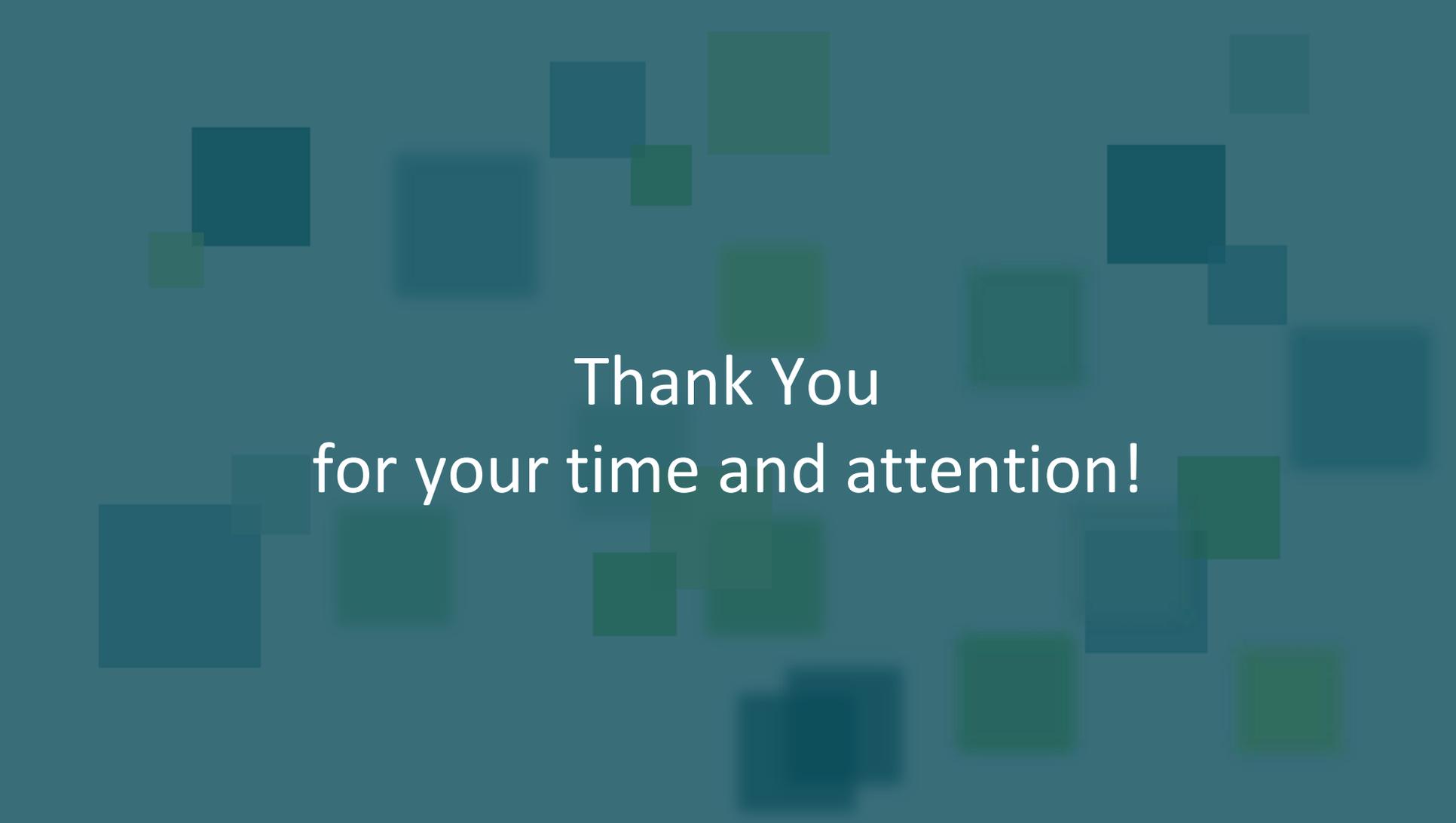
# Revenue Projections

## Approved TIF Plan Estimated Revenue Projections

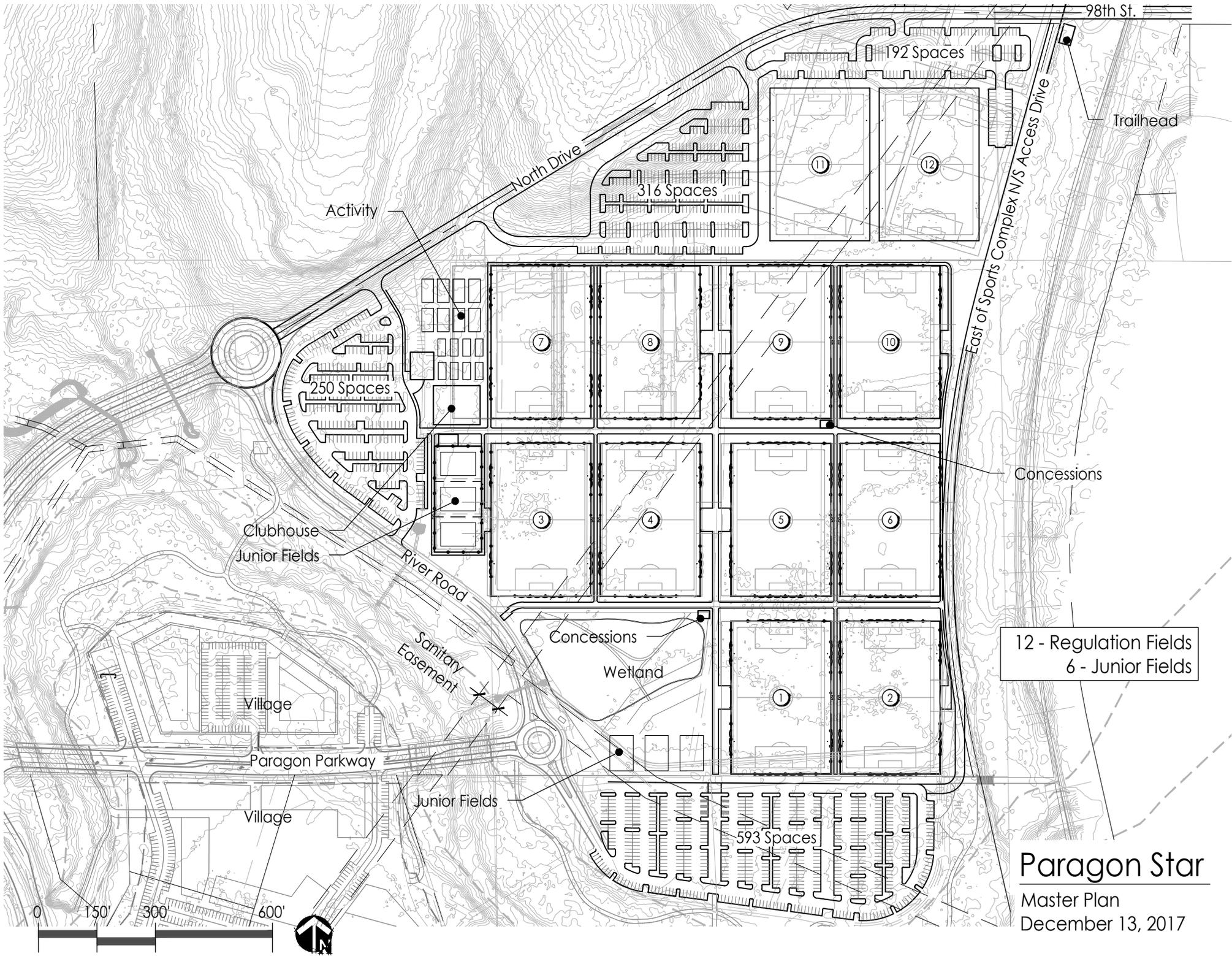
TIF-CID	NPV@6%	\$28,045,226
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## Proposed TIF Plan Amendment No. 1 Estimated Revenue Projections

TIF-CID & TDD (Captured)	NPV@6%	\$33,947,315
Other TDD 50% (Non-Capture)	NPV@6%	3,440,534
Other CID 25% (Non-Capture)	NPV@6%	1,720,268

The background of the slide is a solid teal color. Scattered across this background are numerous squares of varying sizes and shades, ranging from a dark teal to a forest green. These squares are positioned at various angles and locations, creating a dynamic, abstract pattern.

Thank You  
for your time and attention!



12 - Regulation Fields  
6 - Junior Fields

# Paragon Star

Master Plan  
December 13, 2017

## Packet Information

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**File #:** BILL NO. 18-10, **Version:** 1

---

AN ORDINANCE VACATING A CERTAIN EASEMENT LOCATED LOTS 217, 224, AND 291 OF THE SIENA AT LONGVIEW SUBDIVISION IN THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

I move for a second reading of AN ORDINANCE VACATING A CERTAIN EASEMENT LOCATED LOTS 217, 224, AND 291 OF THE SIENA AT LONGVIEW SUBDIVISION IN THE CITY OF LEE'S SUMMIT, MISSOURI.

## **BILL NO. 18-10**

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AN ORDINANCE VACATING A CERTAIN EASEMENT LOCATED ON LOTS 217, 224, AND 291 OF THE SIENA AT LONGVIEW SUBDIVISION IN THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2017-247 was submitted by Engineering Solutions, requesting vacation of an existing 15' wide easement located on Lots 217, 224 and 291 in the Siena at Longview subdivision in Lee's Summit, Missouri; and,

WHEREAS, the easement was dedicated to the City on the final plat *Siena at Longview, 2<sup>nd</sup> Plat, Lots 200-291, Tracts A-2, D, E & F* which was recorded by Instrument # 2008E0039344 on April 11, 2008; and,

WHEREAS, the Planning Commission considered the request on January 9, 2018, and rendered a report to the City Council recommending that the vacation of easement be approved; and,

WHEREAS, the City Council for the City of Lee's Summit has determined that no damages are ascertainable by reason of such vacation.

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

SECTION 1. That the following described easements are hereby and herewith vacated:

*The north 7.5 feet of the east 471.93 feet, except the east 216.04 feet of Lot 291;*

*The south 7.5 feet of Lot 224; and*

*The south 7.5 feet of Lot 217.*

*All in Siena at Longview, 2nd Plat, Lots 200-291, Tracts A-2, D, E & F, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri.*

SECTION 2. That upon the effective date of the vacation of the easements described in Section 1 above, the City releases all right, title and interest in and to the City owned infrastructure located within the easements.

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 of 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. 18-10**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

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

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

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

APPROVED AS TO FORM:

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

# City of Lee's Summit

## Development Services Department

January 5, 2018

TO: Planning Commission  
PREPARED BY: C. Shannon McGuire, Planner  
CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services  
RE: **Appl. #PL2017-247 – VACATION OF EASEMENT – a 15' utility easement located on Lots 217, 224 and 291 of Siena at Longview, 2nd Plat; Engineering Solutions, LLC, applicant**

### Commentary

The applicant proposes to vacate a 15 foot utility easement on lots 217, 224, and 291 in the Siena at Longview subdivision. The easements conflict with the new lot configuration of the final phase for the subdivision.

### Recommendation

Staff recommends **APPROVAL** of the vacation of a 15 foot utility easement located on lots 217, 224 and 291 of Siena at Longview

### Zoning and Land Use Information

**Location:** SW 16th St. and SW Corinth Dr. - Siena at Longview, Lots 217, 224 and 291

**Zoning:** RP-3 (Planned Residential Mixed Use District)

#### **Surrounding Zoning and Use:**

**North:** RP-3 (Planned Residential Mixed Use District) — Siena at Longview subdivision

**South:** RP-3 (Planned Residential Mixed Use District) — Siena at Longview subdivision

**East:** RP-3 (Planned Residential Mixed Use District) — Siena at Longview subdivision

**West:** RP-3 (Planned Residential Mixed Use District) — Siena at Longview subdivision

### Project Information

**Current Use:** single-family residence

**Vacation of Easement:** a 15 foot utility easement on lots 217, 224, and 291 in the Siena at Longview subdivision.

### Unified Development Ordinance

Applicable Section(s)	Description
4.480, 4.490	Vacation of Easement

### Process

**Procedure:** The Planning Commission makes a recommendation to the City Council on the vacation of easement. The City Council takes final action on the vacation of easement in the form of an ordinance.

**Duration of Validity:** Approval of the vacation of easement does not expire unless stated in the approval.

## Background

- March 4, 1986 – The City Council approved the rezoning request (Appl. #1985-068 from R-1 to CP-2 and RP-3, as well as a concept plan for the Longview Farm property. This plan consisted of single family residential, apartments, office and retail spaces. Although approved, the concept plan was never constructed. The existing CP-2 zoning on the subject property was established as part of this rezoning.
- May 13, 1999 – The City Council approved the preliminary site plan (Appl. #1999-168) for the Carriage Homes development. This application was for 61 duplexes (122 units) on 27.44 acres of existing RP-3 zoned land located at the northeast corner of Sampson Rd and Scherer Rd.
- July 1, 1999 – The City Council approved the final site plan (Appl. #1999-164) for the Carriage Homes development. These units were never constructed.
- September 21, 2000 – The City Council approved the preliminary (Appl. #2000-168) and final (Appl. #2000-170) site plans for the Siena at Longview subdivision.
- September 26, 2000 – The Planning Commission approved the preliminary plat (Appl. #2000-169) for *Siena at Longview, Blocks 1-7 and Tracts A, B and C*.
- October 12, 2000 – The City Council approved the final plat (Appl. #2000-171) for *Siena at Longview, Blocks 1-7 and Tracts A, B and C* by Ordinance No. 5048.
- December 7, 2017 – The City Council approved the rezoning request (Appl. #PL2017-174 from CP-2 and RP-3 by Ordinance No. 8279.

## Analysis of Vacation of Easement

The applicant proposes to vacate a 15 foot utility easement on lots 217, 224, and 291 in the Siena at Longview subdivision. The easements conflict with the new lot configuration of the final phase for the Siena at Longview subdivision.

Letters were sent to the utility companies (KCP&L, Spire, AT&T, Spectrum Cable, and Comcast Cable), as well as to the City's Public Works and Water Utilities Departments, for their input. No objections were received to the proposed vacation of easement.

## Code and Ordinance Requirements

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

### **Planning**

1. The vacation of easement shall be recorded prior to the issuance of a building permit.

Attachments:

1. Easement Vacation Exhibit, date stamped November 20, 2017 – 1 page
2. Location Map



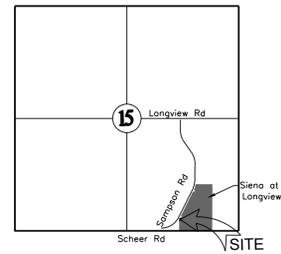
# LEGEND

These standard symbols will be found in the drawing.

- Set 1/2" Rebar & Cap (LS-2005008319-D)
- ⊙ Found Survey Monument (As Noted)
- Ⓜ Exception Document Location
- - - - - Existing Fence Line - Chain Link
- - - - - Existing Water Line
- - - - - Existing Sanitary Sewer Main
- - - - - Existing Storm Sewer
- - - - - Existing Gas Line
- - - - - Existing Underground Telephone
- - - - - Existing Underground Electric

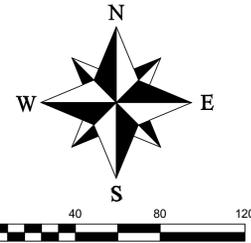
### RESIDENTIAL BUILDING LINE:

- FRONT YARD 22'
- REAR YARD 20'
- SIDE YARD 5'



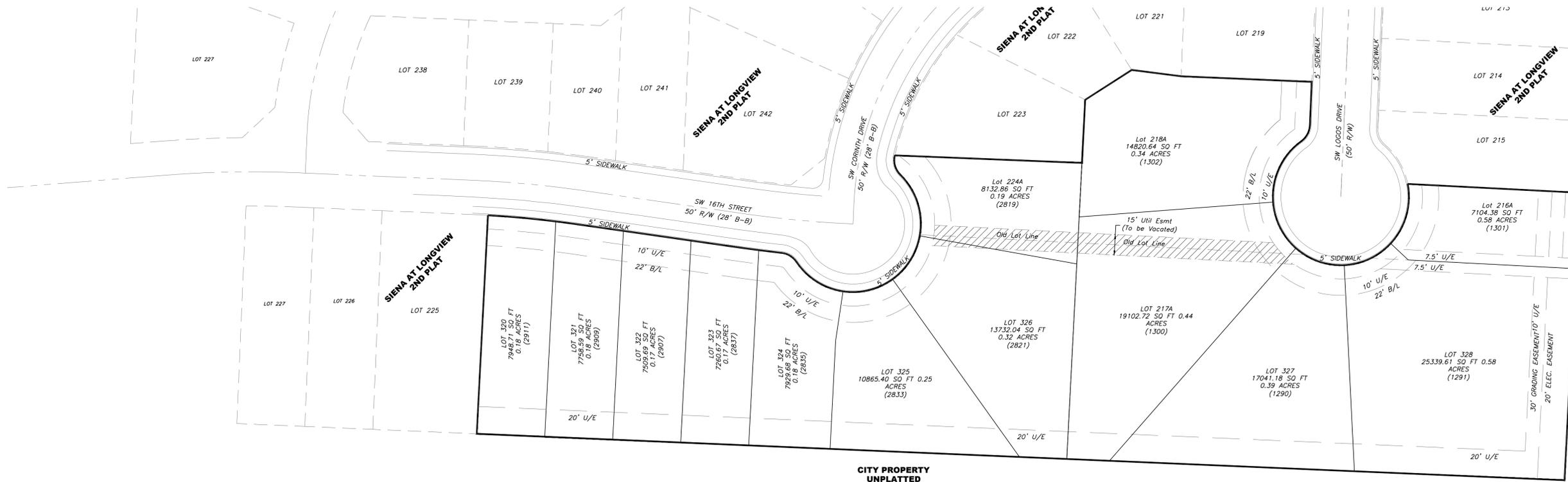
LOCATION MAP  
SECTION 15-T.47-R.31  
Not to Scale

# SIENA AT LONGVIEW 2ND PLAT Lot 291 Easement Vacation Exhibit



### EASEMENT VACATION DESCRIPTION

The north 7.5 feet of the east 471.93 feet, except the east 216.04 feet of lot 291.  
The south 7.5 feet of lot 224.  
The south 7.5 feet of lot 217.



PROPERTY RESERVE INC  
PO BOX 511196  
SALT LAKE CITY, UT 84151-1196  
NO ADDRESS ASSIGNED BY CITY  
LEE'S SUMMIT, MO 64081

CITY PROPERTY  
UNPLATTED

S, R/W Line Proposed Scheer Parkway  
Per Plat of "Sienna At Longview, Blocks 1 Thru 7 And Tracts A, B & C"

REVISIONS
DATE

Sienna at Longview 2nd Plat  
Lot 291  
Section 15, Twp. 47, Rge 32  
Lee's Summit, Jackson County, Missouri

Easement Vacation Exhibit					
Lot 291, SIENA AT LONGVIEW 2nd PLAT					
SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	JOB NO.
1 OF 1	15	47	32	JACKSON	SIENA AT LONGVIEW
DRAWN BY					DATE OF PREPARATION
M. SCHLICHT					August 18, 2017
SCALE					SCALE
1"=40'					1"=40'

PROFESSIONAL SEAL

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

**Appl. #PL2017-247 – VACATION OF EASEMENT**  
**Siena at Longview, Lots 217, 224 and 291**  
**Engineering Solutions, applicant**

