



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

Thursday, May 4, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

**REGULAR SESSION NO. 34**

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CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

**1. PUBLIC COMMENTS:**

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

**2. COUNCIL COMMENTS:**

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

**3. APPROVAL OF CONSENT AGENDA:**

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

MAYORS APPOINTMENTS:

- A. [2017-1162](#) Mayor's appointment of Mayor Pro Tempore

**4. PROPOSED ORDINANCES:**

- A. [BILL NO. 17-76](#) AN ORDINANCE APPROVING THE CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING THE INSTALLATION OF SUBDIVISION IMPROVEMENTS FOR NORTH PARK VILLAGE, LOTS 1-52 & TRACTS A-E SUBDIVISION BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND CMH PARKS, INC. A TENNESSEE CORPORATION, D/B/A SUMMIT CUSTOM HOMES.

- B. [BILL NO. 17-77](#) AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NORTH PARK VILLAGE, 1ST PLAT, LOTS 1-52 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.
- C. [BILL NO. 17-94](#) AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF A PARKING FACILITY FOR THE 2017 TOUR DE LAKES BIKE RIDE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.
- D. [BILL NO. 17-95](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.
- E. [BILL NO. 17-96](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-107 PURCHASE AND MAINTENANCE SERVICES FOR VxRAIL HYPERCONVERGED INFRASTRUCTURE TO ALEXANDER OPEN SYSTEMS (AOS) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$427,297.88. (F&BC 4-24-17)
- F. [BILL NO. 17-97](#) AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN (F&BC 4-24-17)
5. **RESOLUTIONS:**
- A. [RES. NO. 17-06](#) A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF LEE'S SUMMIT, MISSOURI
6. **PROCLAMATIONS:**
- A. [2017-1102](#) May Bike & Walk Month
- B. [2017-1131](#) National Historic Preservation Month May 2017
- C. [2017-1153](#) Building Safety Month - May 2017
- D. [2017-1167](#) National Public Works Week May 21 - 27, 2017
- E. [2017-1168](#) National Drinking Water Week May 7 -13, 2017
7. **PRESENTATIONS:**
- A. [2017-1172](#) 2017 Drug Take Back Presentation

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

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

- A. [2017-1123](#) PUBLIC HEARING - Appl. #PL2017-033 - REZONING from CP-2 to R-1 and PRELIMINARY DEVELOPMENT PLAN - approximately 9 acres located on the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr.; Chad & Joann Potter, applicant

**9. OTHER BUSINESS:**

- A. [BILL NO. 17-98](#) AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM CP-2 TO R-1 ON APPROXIMATELY 9 ACRES LOCATED ON THE EAST SIDE OF SW RAIN TREE PKWY APPROXIMATELY 1/3 MILE SOUTH OF SW RAIN TREE DR. FOR THE PROPOSED POTTER LOT 1 SUBDIVISION, AND APPROVING A PRELIMINARY DEVELOPMENT PLAN, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.
- B. [2017-1113](#) Presentation - Second Amendment to I-470 Business and Technology Tax Increment Financing Plan and First Amendment to the Tax Increment Financing Contract
- C. [BILL NO. 17-99](#) AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN AND A FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT.

**10. COMMITTEE REPORTS (Committee chairs report on matters held in Committee):****11. COUNCIL ROUNDTABLE:****12. STAFF ROUNDTABLE:**

- A. [2017-1157](#) CONTINUED DISCUSSION OF STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEP 1
- B. [2017-1160](#) DISCUSSION OF NEXT STEPS FOR STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEPS 2 AND 3

**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 #:** 2017-1162, **Version:** 1

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Mayor's Appointment of Mayor Pro Tempore

Issue/Request:

Per City Charter Section 3.4. **Mayor Pro Tempore**

- (a) **Election and Qualification.** The Mayor shall appoint annually, not later than the first regular meeting of the City Council in May, a Mayor Pro Tempore.



## Packet Information

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**File #:** BILL NO. 17-76, **Version:** 1

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AN ORDINANCE APPROVING THE CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING THE INSTALLATION OF SUBDIVISION IMPROVEMENTS FOR NORTH PARK VILLAGE, LOTS 1-52 & TRACTS A-E SUBDIVISION BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND CMH PARKS, INC. A TENNESSEE CORPORATION, D/B/A SUMMIT CUSTOM HOMES.

Issue/Request:

CMH Parks, Inc. ("Developer") is seeking approval of the final plats for 52 single family home residential lots known as the "North Park Village, Lots 1-52 & Tracts A-E ". In Section 16.330 of the City's Unified Development Ordinance (UDO) requires all subdivision-related public improvements must be completed prior to approval of the final plats unless the Developer provides satisfactory security pursuant to Section 16.340 of the UDO.

The Developer desires to establish security for the Subdivision Improvements by deposit of a cash escrow in the manner set forth in the attached Cash Escrow Deposit Agreement. The City is willing to approve the use of a cash escrow as security for the construction of the remaining subdivision-related public improvements in a manner provided for in the attached Cash Escrow Deposit Agreement.

Key Issues:

n/a

Proposed City Council Motion:

I move for second reading of AN ORDINANCE APPROVING THE CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING THE INSTALLATION OF SUBDIVISION IMPROVEMENTS FOR MILL NORTH PARK VILLAGE, LOTS 1-52 & TRACTS A-E SUBDIVISION BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND CMH PARKS, INC. A TENNESSEE CORPORATION, D/B/A SUMMIT CUSTOM HOMES.

I move for adoption of AN ORDINANCE APPROVING THE CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING THE INSTALLATION OF SUBDIVISION IMPROVEMENTS FOR NORTH PARK VILLAGE, LOTS 1-52 & TRACTS A-E SUBDIVISIONS BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND CMH PARKS, INC. A TENNESSEE CORPORATION, D/B/A SUMMIT CUSTOM HOMES.

Background:

December 8, 2016 - The City Council approved a development agreement entered into between the City and the developers of North Park Village by Ordinance No. 8035.

July 14, 2015 - The Planning Commission approved the Preliminary Plat (Application #2015-015) for North Park Village, Lots 1-93 and Tracts A-E.

March 22, 2016 - The Planning Commission approved the Final Plat (Application #2015-199) for North Park

Village, Lots 1-52 and Tracts A-E.

Impact/Analysis:

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Dawn Bell, Project Manager

Recommendation: Staff recommends approval of the Cash Escrow Deposit Agreement.

Committee Recommendation:

## **BILL NO. 17-76**

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AN ORDINANCE AUTHORIZING THE CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING THE INSTALLATION OF SUBDIVISION IMPROVEMENTS FOR THE NORTH PARK VILLAGE SUBDIVISION BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND CMH PARKS, INC. A TENNESSEE CORPORATION, D/B/A SUMMIT CUSTOM HOMES.

WHEREAS, CMH Parks, Inc. ("Developer") is seeking approval of the final plat for 52 single family home residential lots known as the "North Park Village, 1<sup>st</sup> Plat, Lots 1-52 & Tract A-E", (the "Project"), and Section 16.330 of the City's Unified Development Ordinance (UDO) requires all subdivision-related public improvements must be completed prior to approval of the final plats unless the Developer provides satisfactory security pursuant to Section 16.340 of the UDO; and,

WHEREAS, the Project is located approximately to the west of Todd George Road and the East of Todd George Parkway, South of Scruggs Road, in Lee's Summit, Missouri; and,

WHEREAS, the Developer desires to establish security for the Subdivision Improvements by deposit of a cash escrow in the manner set forth in the attached Cash Escrow Deposit Agreement; and,

WHEREAS, the City is willing to approve the use of a cash escrow as security for the construction of the remaining subdivision-related public improvements in a manner provided for in the attached Cash Escrow Deposit Agreement; and,

WHEREAS, the City's Design and Construction Manual, which is incorporated by reference into Chapter 22.5 of the City's Code of Ordinances requires a Certificate of Final Acceptance by the City prior to issuance of permanent occupancy for any building within the property described on the certificates; and,

WHEREAS, upon receipt of a cash escrow of a sufficient amount to cover the completion of the Outstanding Public and Private Improvements, and,

WHEREAS, the Developer promises to complete the required Outstanding Public and Private Improvements and hereby promises to deposit money with the City of Lee's Summit to be held in trust (the "Escrow Account") for such purpose.

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 hereby approves the Cash Escrow Agreement Regarding Outstanding Public and Private Improvements by and between the City of Lee's Summit, Missouri and CMH Parks, Inc., generally for a cash escrow to secure the completion of public and private improvements associated with the development site infrastructure at North Park Village, 1<sup>st</sup> plat, Lots 1-52 and Tracts A-E, which is attached hereto and incorporated by reference as if fully set forth herein, and authorizes the execution of the same by the City Manager.

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.

**BILL NO. 17-76**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING INSTALLATION  
OF SUBDIVISION IMPROVEMENTS**

**THIS CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING  
INSTALLATION OF SUBDIVISION IMPROVEMENTS** ("Deposit Agreement"), is made and entered into this **9th day of March 2017**, by **CMH Parks, Inc. a Tennessee corporation, d/b/a SUMMIT HOMES**, a, (hereinafter referred to as the "Developer") and the **CITY OF LEE'S SUMMIT, MISSOURI** (hereinafter referred to as the as "City").

**RECITALS**

**WHEREAS**, the Developer has submitted plans, information and data to the City as part of Applications #PL2015199 for the creation and development of Final Plats for subdivisions to be known as the North Park Village 1<sup>st</sup> Plat Lots 1-52 and Tracts A-E (hereinafter referred to as the "Subdivisions"), and a copy of the proposed Final Plats is attached hereto and incorporated by reference as Exhibit 'A'; and

**WHEREAS**, engineering plans for the Subdivision have been submitted to the City together with the estimated costs of construction, installation and completion of certain subdivision-related public improvements ("Subdivision Improvements") required by the City's Unified Development Ordinance ("UDO") and Code of Ordinances, all in accordance with the City's subdivision regulations set forth in Article 16 of the UDO, and have been approved; and

**WHEREAS**, Section 16.330 of the UDO requires that the Subdivision Improvements must be constructed prior to approval of the Final Plat for the Subdivision, unless satisfactory security is provided in accordance with Section 16.340 of the UDO; and

**WHEREAS**, the Developer desires to establish security for the Subdivision Improvements by deposit of a cash escrow in the manner set forth in this Deposit Agreement.

**NOW, THEREFORE**, in consideration of the covenants, promises and agreements herein provided, **IT IS HEREBY MUTUALLY AGREED:**

1. The Developer, has deposited with the City the sum of \$65,038.35(the "Deposit Sum") to be held in escrow for the purpose of guaranteeing the construction, installation, and completion of all required Subdivision Improvements, all in accordance with the plans approved by the City and on file with the City's Public Works Department (the "Approved Improvement Plans") and in accordance with the City ordinances regulating the same. The Deposit Sum shall consist of an amount equal to the *estimated* costs of the construction, completion, and installation of the Subdivision Improvements ("Estimated Costs") as set forth on the Estimate Sheet which is attached hereto as Exhibit 'B' and incorporated herein by reference. Nothing in the estimates or specification of component items shall in any way limit the City or require release based on each line item, and Developer agrees it continues to be obligated to complete and guarantee completion of all Subdivision Improvements. The City and Developer agree that the Deposit Sum shall guarantee the construction, installation and completion of the required subdivision-related public improvements in the Subdivision, all in accordance with the approved plans therefore and in accordance with the ordinances of the City regulating the same. The City and



Developer further agree that the Deposit Sum shall be held by the City in an interest bearing account, and that the City shall retain the right to any accrued interest in order to help defray the cost of administering this Deposit Agreement.

2. The Deposit Sum guarantees the construction, installation, and completion of all Subdivision Improvements in accordance with the Approved Improvement Plans which are incorporated in this Deposit Agreement by reference and as summarized in the attached Exhibit 'B' and as required by the ordinances and regulations of the City. Any release of part of or a portion of the Deposit Sum is only an accommodation to the Developer and is not a waiver of any kind by the City of its rights under the Deposit Agreement that the entire Deposit Sum guarantees each and every improvement.

3. The Developer guarantees that all Subdivision Improvements will be installed, constructed and completed in accordance with the Approved Improvement Plans and the ordinances of the City not later than **two years** after the date of this Agreement Date appearing on the signature page below ("Completion Date").

4. (a) That the City shall, through written authorization of the City Engineer, release or reduce portions of the Deposit Sum upon completion of components within categories and shall release corresponding portions of the Deposit Sum upon completion of categories of improvements provided that a qualified, licensed engineer employed by the Developer certifies to the City the completion of such work; PROVIDED FURTHER that in no event shall the City release any part of the Deposit Sum except as provided herein:

(b) In order to obtain such written authorization for a release, upon completion of any such category of improvement the Developer shall first make written request for inspection, and include therewith a certification by the Developer's engineer, to the City Engineer. Upon receipt of the Developer's written request for inspection and certification by the Developer's engineer, the City (or the appropriate inspecting authority) shall (i) inspect the construction, installation and completion of the Improvement(s) that have been certified complete by the Developer. Upon receipt of the inspection report, the City Engineer will review the report, verify that the Subdivision Improvement complies with all laws and requirements of the City, and authorize such release.

(c) No category of any Subdivision Improvement shall be eligible for release until each and every component and requirement that makes up that category of Subdivision Improvement is deemed complete by the City. No category of Subdivision Improvement may be deemed to be complete until there is a certification by the City that the category of Subdivision Improvement is complete. No certification shall be issued by the City unless all of the following takes place: (i) the Developer submits a written request to the City for inspection of the Subdivision Improvements; (ii) the inspection is completed by the City's inspector who determines that the Subdivision Improvement are complete and recommends to the City Engineer that it be released; and (iii) the City Engineer reviews the City Inspector's inspection report, determines that the Subdivision Improvement complies with all laws and requirements of the City, and authorizes such release.

(d) Upon certification by the City Engineer that the construction and installation of a category of Subdivision Improvement is complete (in accordance with §4(b) and (c) above), the



City shall authorize the release of the Estimated Cost originally retained for that category as set forth on Exhibit B *minus* a maximum retention of five percent (5%), with said release of funds to take place within five (5) business days of the City's Engineer's certification as provided for in Section 16.340.D of the UDO. The Developer shall not be released of any responsibility for installation, construction, completion, or maintenance for the required improvements, irrespective of any release that may have been issued based on specific improvements or inspections, prior to final approval of all improvements and release of the entire Deposit Sum for all categories.

(e) IN NO EVENT SHALL the City be required to release, disburse or otherwise dispose of more than ninety-five percent (95%) of the Deposit Sum, until the City has certified as provided herein that all categories of Subdivision Improvements have been completed in accordance with the Approved Improvement Plans and the regulations and ordinances of the City.

5. The Developer shall in all respects comply with all applicable laws and regulations pertaining to the construction, completion, dedication and installation of the Subdivision Improvements. This Deposit Agreement shall not be deemed to create any commitment by the City to accept any improvement for dedication and maintenance.

6. Upon completion of the final category of Subdivision Improvements and compliance with all ordinances, laws and regulations relating to dedication of the Subdivision Improvements to the City, any and all remaining portion of the Deposit Sum shall be released within five (5) business days of certification of completion by the City Engineer.

7. In the event the Developer shall be in default or abandon the Subdivision, or fail to complete the obligations herein, including, but not limited to, the failure to complete the Subdivision Improvements by the Completion Date, the Developer shall forfeit to the City the then current balance of the Deposit Sum or any portion thereof, which funds the City shall thereafter use to complete the Subdivision Improvements or otherwise rectify the Developer's failure hereunder. The City may further apply such necessary amount of the Deposit Sum to remedy any failure of the Developer to perform its maintenance obligations in the Subdivision. For the purpose of this Agreement and the City's rights hereunder, any and all of the remaining Deposit Sum may be applied to completion or maintenance of any Subdivision Improvements, and no limitation of any kind shall be implied from the line item calculations of separate Subdivision Improvements.

8. Exercise or waiver by City of any enforcement action under this Deposit Agreement or the City's Code of Ordinances does not waive or foreclose any other or subsequent enforcement action whatsoever. The Deposit Sum placed under this Deposit Agreement shall be governed by the provisions of the City's Code of Ordinances, including, without limitation, the UDO and the subdivision regulations contained therein, and the Developer agrees to the provisions thereof as if set forth herein. The City shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

9. The City and Developer hereby accept this agreement as a lawful and satisfactory Deposit Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.


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

By: \_\_\_\_\_  
Stephen A. Arbo, *City Manager*

Approved as to form:

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

**CMH PARKS, INC., D/B/A SUMMIT HOMES**

By:   
Zalman Kohen  
Its: Vice President



Notary for City of Lee's Summit

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

[SEAL]

Notary for CMH Parks, Inc., d/b/a SUMMIT HOMES

STATE OF Missouri )  
 ) ss.  
COUNTY OF Cass )

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of March, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Zalman Kohen, the Vice President of CMH Parks, Inc., d/b/a SUMMIT HOMES, who is personally known to me to be the same person who executed the within instrument on behalf of CMH Parks, Inc., d/b/a SUMMIT HOMES, and such person duly acknowledged the execution of the same to be the act and deed of CMH Parks, Inc., d/b/a SUMMIT HOMES.

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

Jennifer Kreisel  
NOTARY PUBLIC

My Commission Expires:

December 6, 2019

[SEAL]



**EXHIBIT 'A' – FINAL PLATS**

[see attached]

**EXHIBIT 'B' – ESTIMATE SHEET**

[see attached]



RECEIVED

MAR - 8 2016

Planning & Codes Admin

# Final Plat North Park Village 1st Plat Lots 1-52 and Tracts A-E Section 33, Township 48 North, Range 31 West Lee's Summit, Jackson County, Missouri

Drawn by: John Lee

3' 36" 44" 0" E 1053' 3"

1053' 3"

1053' 3"

1053' 3"

1053' 3"

1053' 3"

1053' 3"

1053' 3"

1053' 3"

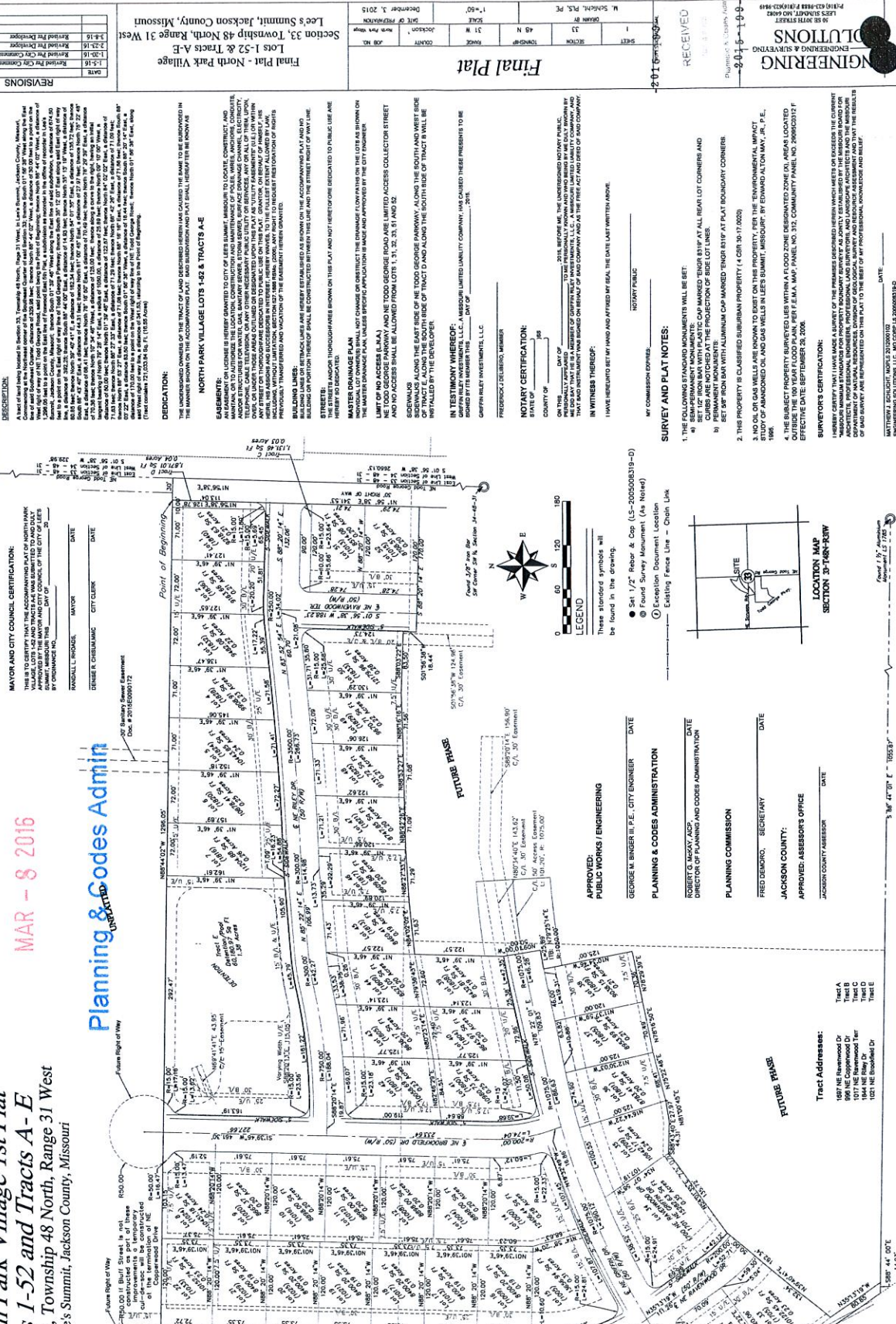
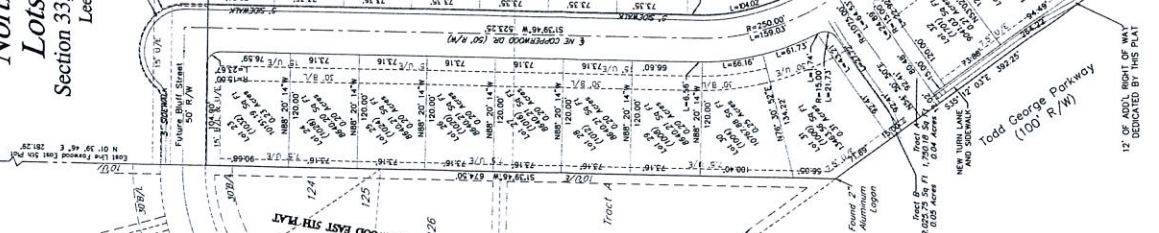
1053' 3"

1053' 3"

1053' 3"

1053' 3"

1053' 3"



REVISIONS  
DATE REVISION  
1-16 Revised Plat City Commission  
1-15 Revised Plat City Commission  
1-14 Revised Plat City Commission

DESCRIPTION:  
A tract of land being located in Section 33, Township 48 North, Range 31 West, Lee's Summit, Jackson County, Missouri. This plat is being submitted for recording pursuant to the provisions of Section 145.040, R.S.Mo., which requires that a plat be submitted for recording when a tract of land is subdivided into two or more lots. The plat shows the subdivision of a tract of land into 52 lots and five tracts (A through E). The total area of the tract is 105.33 acres. The plat is being submitted for recording by Lee's Summit, Missouri, through its City Clerk, Jennifer L. Nichols. The plat is being submitted for recording as a final plat. The plat is being submitted for recording as a final plat. The plat is being submitted for recording as a final plat.

DEDICATION:  
THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE KNOWN AS NORTH PARK VILLAGE LOTS 1-52 & TRACTS A-E. THE MANNER SHOWN ON THE ACCOMPANYING PLAT. EACH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS NORTH PARK VILLAGE LOTS 1-52 & TRACTS A-E.

EASEMENTS:  
THE UNDERSIGNED HAS HEREBY GRANTED TO CITY OF LEE'S SUMMIT, MISSOURI TO LOCATE, CONSTRUCT, AND MAINTAIN ON THE TRACT OF LAND DESCRIBED HEREIN A PUBLIC UTILITY RIGHT-OF-WAY FOR THE CONVEYANCE OF WATER AND SEWER SERVICE. THE PUBLIC UTILITY RIGHT-OF-WAY IS 20 FEET WIDE AND IS LOCATED ALONG THE EAST SIDE OF THE TRACT. THE PUBLIC UTILITY RIGHT-OF-WAY IS 20 FEET WIDE AND IS LOCATED ALONG THE EAST SIDE OF THE TRACT. THE PUBLIC UTILITY RIGHT-OF-WAY IS 20 FEET WIDE AND IS LOCATED ALONG THE EAST SIDE OF THE TRACT.

MASTER DRAINAGE PLAN  
THE MASTER DRAINAGE PLAN FOR THE TRACT OF LAND DESCRIBED HEREIN IS SHOWN ON THE PLAT. THE MASTER DRAINAGE PLAN IS SHOWN ON THE PLAT. THE MASTER DRAINAGE PLAN IS SHOWN ON THE PLAT.

LIMIT OF NO ACCESS (L.N.A.)  
THE LIMIT OF NO ACCESS (L.N.A.) IS SHOWN ON THE PLAT. THE LIMIT OF NO ACCESS (L.N.A.) IS SHOWN ON THE PLAT. THE LIMIT OF NO ACCESS (L.N.A.) IS SHOWN ON THE PLAT.

STREETWIDTHS:  
THE STREETWIDTHS SHOWN ON THIS PLAT ARE NOT HEREOF ORERED TO BE DEDICATED TO PUBLIC USE AND SHALL BE SUBJECT TO THE CITY OF LEE'S SUMMIT, MISSOURI'S SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.

NOTARY CERTIFICATION:  
I, THE NOTARY PUBLIC, DO HEREBY CERTIFY THAT I AM A MEMBER OF THE MISSOURI BAR AND AM A RESIDENT OF THE STATE OF MISSOURI. I AM A MEMBER OF THE MISSOURI BAR AND AM A RESIDENT OF THE STATE OF MISSOURI.

IN WITNESS WHEREOF:  
I HAVE HERETOBY SET MY HAND AND AFFIXED MY SEAL, THE DATE LAST WRITTEN ABOVE.

NOTARY PUBLIC  
STATE OF MISSOURI  
COUNTY OF JACKSON

APPROVED:  
PUBLIC WORKS / ENGINEERING  
GEORGE W. BINGER II, P.E., CITY ENGINEER  
DATE: 11/22/15

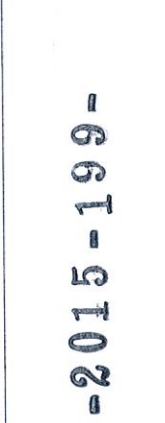
PLANNING & CODES ADMINISTRATION  
ROBERT G. TACKAY, ACP  
DIRECTOR OF PLANNING AND CODES ADMINISTRATION  
DATE: 11/22/15

PLANNING COMMISSION  
FRED BERGHOFF, SECRETARY  
DATE: 11/22/15  
JACKSON COUNTY  
APPROVED: ASSESSOR'S OFFICE  
JACKSON COUNTY ASSESSOR  
DATE: 11/22/15

Tract Addresses:  
Tract A: 1095 NE Rosewood Dr  
Tract B: 906 NE Coppertown Dr  
Tract C: 1077 NE Rosewood Dr  
Tract E: 1101 NE Brookside Dr

Table with 2 columns: SHEET, SECTION, TOWNSHIP, RANGE, COUNTY, JOB NO., DATE OF PREPARATION.

Final Plat  
Lee's Summit, Jackson County, Missouri  
December 3, 2015



RECEIVED  
ENGINEERING  
ENGINEERING SOLUTIONS, LLC

2015-199-



**TOTAL COST OF REMAINING ITEMS TO COMPLETE FOR NORTH PARK VILLAGE  
1ST PLAT AS OF 3/17/17**

1 . Erosion Control	Quantity	Unit	Unit Cost	Cost To Complete
Stablized Construction Entrance	0	EA	\$ 3,600.00	\$ -
Silt Fence	1394.5	LF	\$ 1.50	\$ 2,091.75
Inlet Protection	0	EA	\$ 70.00	\$ -
Rock Sediment Trap	0	EA	\$ -	\$ -
Rock Check Dam	0	EA	\$ 350.00	\$ -
<b>Total Erosion Control</b>				<b>\$ 2,091.75</b>

2 . Seeding and Fertilizer and Crimp Straw	Quantity	Unit	Unit Cost	Cost To Complete
Seeding and Fertilizer and Crimp Straw	1	LS	\$ 2,400.00	\$ 2,400.00
<b>Total Seeding and Fertilizer and Crimp Straw</b>				<b>\$ 2,400.00</b>

3 . Grading	Quantity	Unit	Unit Cost	Cost To Complete
Final Grading	1	LS	\$ 3,000.00	\$ 3,000.00
Tree Clearing & Removal	0	LS	\$ -	\$ -
<b>Total Grading</b>				<b>\$ 3,000.00</b>

4 . BMP Permiabile soil mix & Plantings	1	LS	\$ 16,961.60	\$ 16,961.60
<b>Total BMP Permiabile soil mix &amp; Plantings</b>				<b>\$ 16,961.60</b>

5 . Asphalt Pavement & Concrete Work	Quantity	Unit	Unit Cost	Cost To Complete
6" Asphalt Pavement	0	SY	\$ 20.25	\$ -
6" Base Rock	0	SY	\$ 5.10	\$ -
Biaxial Geogrid	0	SY	\$ 2.04	\$ -
Temp Cul De Sacs	0	LS	\$ 5,876.40	\$ -
Lane Widening Asphalt	0	SY	\$ 33.12	\$ -
CG-1 Curb	0	SY	\$ 17.65	\$ -
5' Concrete sidewalk	3,790	SF	\$ 3.55	\$ 13,465.00
ADA Ramps	10	EA	\$ 1,280.00	\$ 12,800.00
Street Signs	0	LS	\$ 1,487.19	\$ -
<b>Total Asphalt Pavement &amp; Concrete Work</b>				<b>\$ 26,265.00</b>

6 . Sanitary Sewer	Quantity	Unit	Unit Cost	Cost To Complete
8" PVC SDR 26	0	LF	\$ 35.55	\$ -
4" PVC SDR 26	0	LF	\$ 35.55	\$ -
8" X 4" Service Wye	0	EA	\$ 59.00	\$ -
4' Dia Manhole	0	EA	\$ 2,543.00	\$ -
Connect to existing	0	LS	\$ 22,871.00	\$ -
Testing (Sanitary Pipe/MH's)	0	LS	\$ 2,500.00	\$ -
<b>Total Sanitary</b>				<b>\$ -</b>



7 . Storm Sewer	Quantity	Unit	Unit Cost	Cost To Complete
15" HDPE Pipe	0	LF	\$ 37.50	\$ -
18" HDPE Pipe	0	LF	\$ 41.00	\$ -
24" HDPE Pipe	0	LF	\$ 48.00	\$ -
30" HDPE Pipe	0	LF	\$ 55.00	\$ -
36" HDPE Pipe	0	LF	\$ 60.00	\$ -
42" HDPE Pipe	0	LF	\$ 70.00	\$ -
5' X 4' Curb Inlet	0	EA	\$ 3,300.00	\$ -
5' X 5' Field Inlet	0	EA	\$ 3,000.00	\$ -
15" FES	0	EA	\$ 400.00	\$ -
36" FES	0	EA	\$ 700.00	\$ -
42" FES	1	EA	\$ 1,120.00	\$ 1,120.00
Faircloth Skimmer	0	EA	\$ -	\$ -
Connection to Existing	0	EA	\$ -	\$ -
Rip Rap (145 SY assumed 2' thick)	33	CY	\$ 100.00	\$ 3,300.00
<b>Total Storm</b>				<b>\$ 4,420.00</b>

8 . Water Main	Quantity	Unit	Unit Cost	Cost To Complete
8" PVC C900	0	LF	\$ 21.55	\$ -
New Fire Hydrant	0	EA	\$ 3,300.00	\$ -
8" Gate Valve	0	EA	\$ 850.00	\$ -
12" Gate Valve	0	EA	\$ 1,300.00	\$ -
8" 90 Bend	0	EA	\$ 110.00	\$ -
8" 45 Bend	0	EA	\$ 85.00	\$ -
6" x 8" Reducer	0	EA	\$ 100.00	\$ -
8" x 8" Tee	0	EA	\$ 600.00	\$ -
Move Hydrant Change Order	0	EA	\$ 2,850.00	\$ -
Connection to Existing	1	EA	\$ 4,400.00	\$ 4,400.00
Testing & Samples (water main chor/dechlor)	1	LS	\$ 4,000.00	\$ 4,000.00
<b>Total Water Main</b>				<b>\$ 8,400.00</b>

9 . Estimated Costs of Record Drawings **\$1,500.00**

**Cost of Total Work Remaining to Complete North Park Village 1st Plat** **\$ 65,038.35**



## Packet Information

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**File #:** BILL NO. 17-77, **Version:** 1

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AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NORTH PARK VILLAGE, 1<sup>ST</sup> PLAT, LOTS 1-52 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

First Motion: I move for a second reading of AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NORTH PARK VILLAGE, 1<sup>ST</sup> PLAT, LOTS 1-52 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

Second Motion: I move for adoption of AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NORTH PARK VILLAGE, 1<sup>ST</sup> PLAT, LOTS 1-52 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: On the motion of Ms. Roberts, seconded by Mr. Funk, the Planning Commission voted unanimously by voice vote to **APPROVE** the Consent Agenda, Item 1A-G as published.



## **BILL NO. 17-77**

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AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NORTH PARK VILLAGE, 1<sup>ST</sup> PLAT, LOTS 1-52 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application PL2015-199, submitted by Engineering Solutions, LLC, requesting approval of the final plat entitled "North Park Village, 1<sup>st</sup> Plat, Lots 1-52 & Tracts A-E", 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 March 22, 2016, and rendered a report to the City Council recommending that the plat be approved.

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

SECTION 1. That the final plat entitled "North Park Village, 1<sup>st</sup> Plat, Lots 1-52 & Tracts A-E" is a subdivision in Section 33, Township 48, Range 31, in Lee's Summit, Missouri more particularly described as follows:

*A tract of land being located in Section 33, Township 48 North, Range 31 West, in Lee's Summit, Jackson County, Missouri, Commencing at the Northeast corner of the Southeast Quarter of said Section 33; thence South 01° 56' 38" West along the East line of said Southeast Quarter, distance of 329.98 feet; thence North 88° 44' 02" West, a distance of 30.00 feet to a point on the West right of way of NE Todd George Road, said point being the Point of Beginning; thence North 88° 44' 02" West, a distance of 1,296.05 feet to a point on the East line of Foxwood East 5th Plat, a subdivision as recorder in the office of recorder in Lee's Summit, Jackson County, Missouri; thence South 01° 39' 46" West along the East line of said subdivision, a distance of 674.50 feet to a point on the East right of way line of Todd George Parkway; thence South 35° 12' 03" East along said East right of way line, a distance of 392.25; thence South 88° 44' 00" East, a distance of 14.93 feet; thence North 35° 13' 19" West, a distance of 80.85 feet; thence North 39° 40' 41" E, a distance of 182.34 feet; thence North 54° 01' 35" East, a distance of 135.72 feet; thence South 88° 43' 40" East, a distance of 44.31 feet; thence North 81° 00' 45" East, a distance of 27.97 feet; thence North 75° 22' 48" East, a distance of 68.41 feet; thence North 78° 16' 50" East, a distance of 70.49 feet; thence North 78° 29' 39" East, a distance of 70.36 feet; thence North 10° 34' 46" West, a distance of 125.00 feet; thence along a curve to the right, having an initial tangent bearing of North 79° 25' 14" East, a radius of 1050.00, a distance of 25.89 feet; thence North 09° 10' 00" West, a distance of 50.00 feet; thence North 01° 39' 46" East, a distance of 122.57 feet; thence North 84° 02' 02" East, a distance of 71.63 feet; thence North 86° 27' 33" East, a distance of 71.29 feet; thence North 88° 42' 26" East, a distance of 71.09 feet; thence North 88° 53' 27" East, a distance of 71.08 feet; thence North 88° 16' 16" East, a distance of 71.56 feet; thence South 88° 03' 22" East, a distance 83.50 feet; thence South 01° 56' 38" West, a distance of 18.44 feet; thence South 88° 20' 14" East, a distance of 170.00 feet to a point on the West right of way line of NE Todd George Road; thence North 01° 56' 38" East, along said West right of way line, a distance of 341.53, returning to the Point of Beginning. (Tract contains 721,033.84 Sq. Ft. (16.55 Acres))*

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 "North Park Village, 1<sup>st</sup> Plat, Lots 1-52 & Tracts A-E".

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

## **BILL NO. 17-77**

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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. 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 a **cash escrow** 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 the final plat substantially conforms to the approved preliminary plat and to all applicable requirements of the Code.

SECTION 8. That the City Council for the City of Lee's Summit, Missouri, does hereby approve and accept, as a subdivision to the City of Lee's Summit, Missouri, the final plat entitled "North Park Village, 1<sup>st</sup> Plat, Lots 1-52 & Tracts A-E" attached hereto and incorporated herein by reference.

SECTION 9. 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 \_\_\_\_\_, 2017.

**BILL NO. 17-77**

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

ATTEST:

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

RECEIVED

MAR - 8 2016

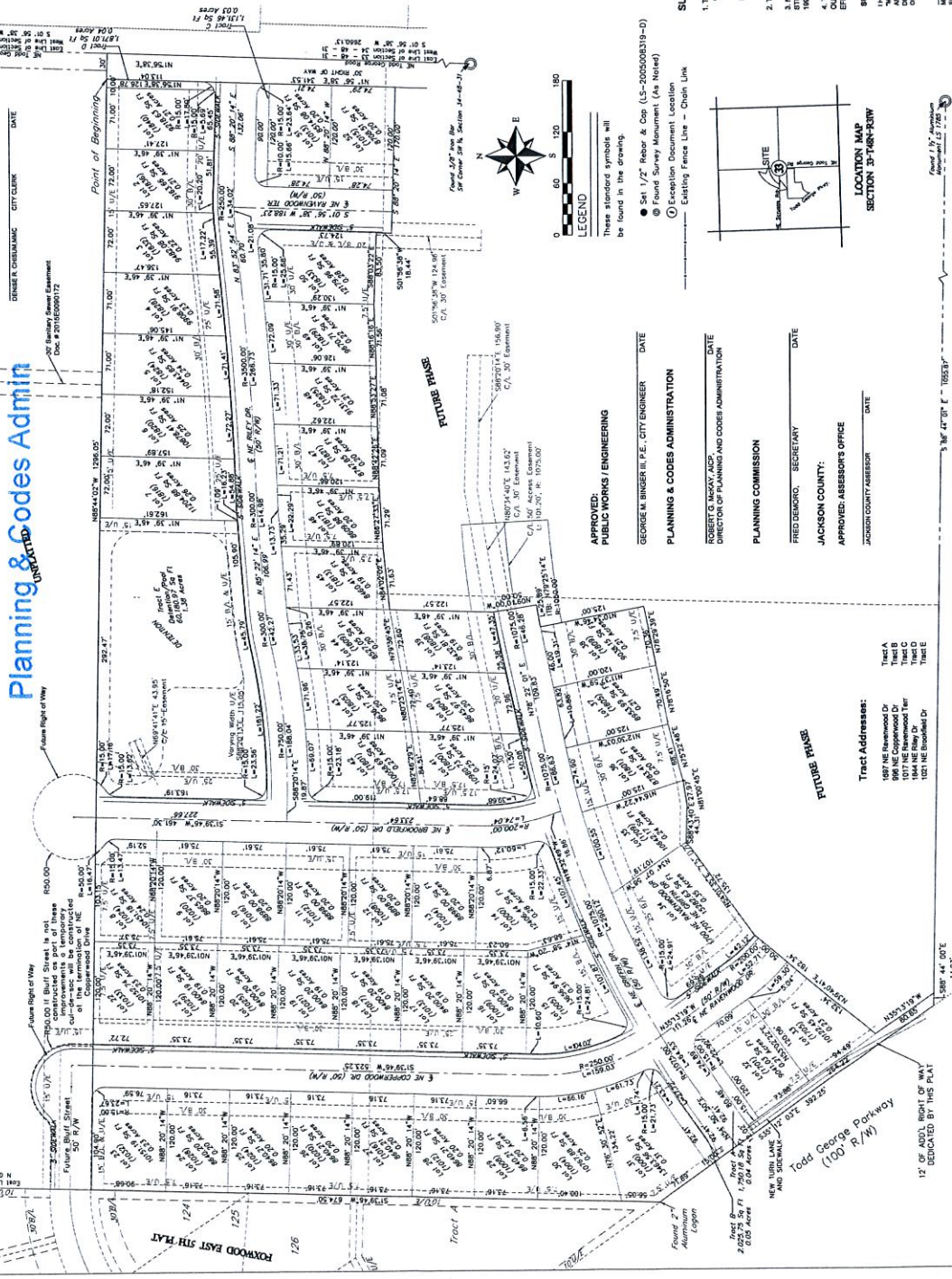
Final Plat  
North Park Village 1st Plat  
Lots 1-52 and Tracts A-E  
Section 33, Township 48 North, Range 31 West  
Lee's Summit, Jackson County, Missouri

Planning & Codes Admin  
UNRESTRICTED

CITY OF LEE'S SUMMIT  
MAYOR AND CITY COUNCIL CERTIFICATION:  
I, \_\_\_\_\_ Mayor, do hereby certify that the accompanying plat of subdivision is in accordance with the provisions of the Missouri Subdivision Plat Act, Chapter 208, R.S.Mo., and is approved by the Mayor and City Council of the City of Lee's Summit, Missouri, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
BY ORDINANCE NO. \_\_\_\_\_

DESCRIPTION:  
A tract of land being located in Section 33, Township 48 North, Range 31 West, in Lee's Summit, Jackson County, Missouri. The tract is bounded on the north by the 1200' wide Todd George Parkway, on the east by the 100' wide Future Parkway, on the south by the 100' wide Future Parkway, and on the west by the 100' wide Future Parkway. The tract is divided into 52 lots and five tracts (A-E). The total area of the tract is 120.00 acres.

REVISIONS table with columns: DATE, REVISIONS, and a list of changes.



DEDICATION:  
THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE KNOWN AS THE NORTH PARK VILLAGE LOTS 1-52 & TRACTS A-E. THE BOUNDARIES SHOWN ON THE ACCOMPANYING PLAT, SCHEDULE HEREIN AND PLAT SHALL HEREAFTER BE KNOWN AS THE NORTH PARK VILLAGE LOTS 1-52 & TRACTS A-E.

STATEMENTS:  
THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE KNOWN AS THE NORTH PARK VILLAGE LOTS 1-52 & TRACTS A-E. THE BOUNDARIES SHOWN ON THE ACCOMPANYING PLAT, SCHEDULE HEREIN AND PLAT SHALL HEREAFTER BE KNOWN AS THE NORTH PARK VILLAGE LOTS 1-52 & TRACTS A-E.

MASTER DRAINAGE PLAN:  
THE MASTER DRAINAGE PLAN FOR THE TRACT OF LAND DESCRIBED HEREIN IS SHOWN ON THE ACCOMPANYING PLAT AND IS APPROVED BY THE CITY ENGINEER.

NOTARY CERTIFICATION:  
I, \_\_\_\_\_ Notary Public, do hereby certify that the accompanying plat of subdivision is in accordance with the provisions of the Missouri Subdivision Plat Act, Chapter 208, R.S.Mo., and is approved by the Mayor and City Council of the City of Lee's Summit, Missouri, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:  
PUBLIC WORKS / ENGINEERING  
GEORGE W. BINGER II, P.E., CITY ENGINEER  
DATE: \_\_\_\_\_

PLANNING & CODES ADMINISTRATION  
ROBERT G. MACKAY, ACP  
DIRECTOR OF PLANNING AND CODES ADMINISTRATION  
DATE: \_\_\_\_\_

PLANNING COMMISSION  
FRED BERGHOFF, SECRETARY  
JACKSON COUNTY  
APPROVED: ASSESSOR'S OFFICE  
JACKSON COUNTY ASSESSOR  
DATE: \_\_\_\_\_

Tract Addresses:  
Tract A  
1697 NE Rosewood Dr  
1698 NE Rosewood Dr  
1699 NE Rosewood Dr  
1700 NE Rosewood Dr  
1701 NE Rosewood Dr  
1702 NE Rosewood Dr  
1703 NE Rosewood Dr  
1704 NE Rosewood Dr  
1705 NE Rosewood Dr  
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1744 NE Rosewood Dr  
1745 NE Rosewood Dr  
1746 NE Rosewood Dr  
1747 NE Rosewood Dr  
1748 NE Rosewood Dr  
1749 NE Rosewood Dr  
1750 NE Rosewood Dr

Table with columns: SHEET, SECTION, TOWNSHIP, RANGE, COUNTY, JOB NO., DATE OF PREPARATION, and a list of sheets.

Final Plat  
Lots 1-52 & Tracts A-E  
Section 33, Township 48 North, Range 31 West  
Lee's Summit, Jackson County, Missouri

Final Plat  
Lots 1-52 & Tracts A-E  
Section 33, Township 48 North, Range 31 West  
Lee's Summit, Jackson County, Missouri

Final Plat  
Lots 1-52 & Tracts A-E  
Section 33, Township 48 North, Range 31 West  
Lee's Summit, Jackson County, Missouri

Final Plat  
Lots 1-52 & Tracts A-E  
Section 33, Township 48 North, Range 31 West  
Lee's Summit, Jackson County, Missouri

Final Plat  
Lots 1-52 & Tracts A-E  
Section 33, Township 48 North, Range 31 West  
Lee's Summit, Jackson County, Missouri

Final Plat  
Lots 1-52 & Tracts A-E  
Section 33, Township 48 North, Range 31 West  
Lee's Summit, Jackson County, Missouri

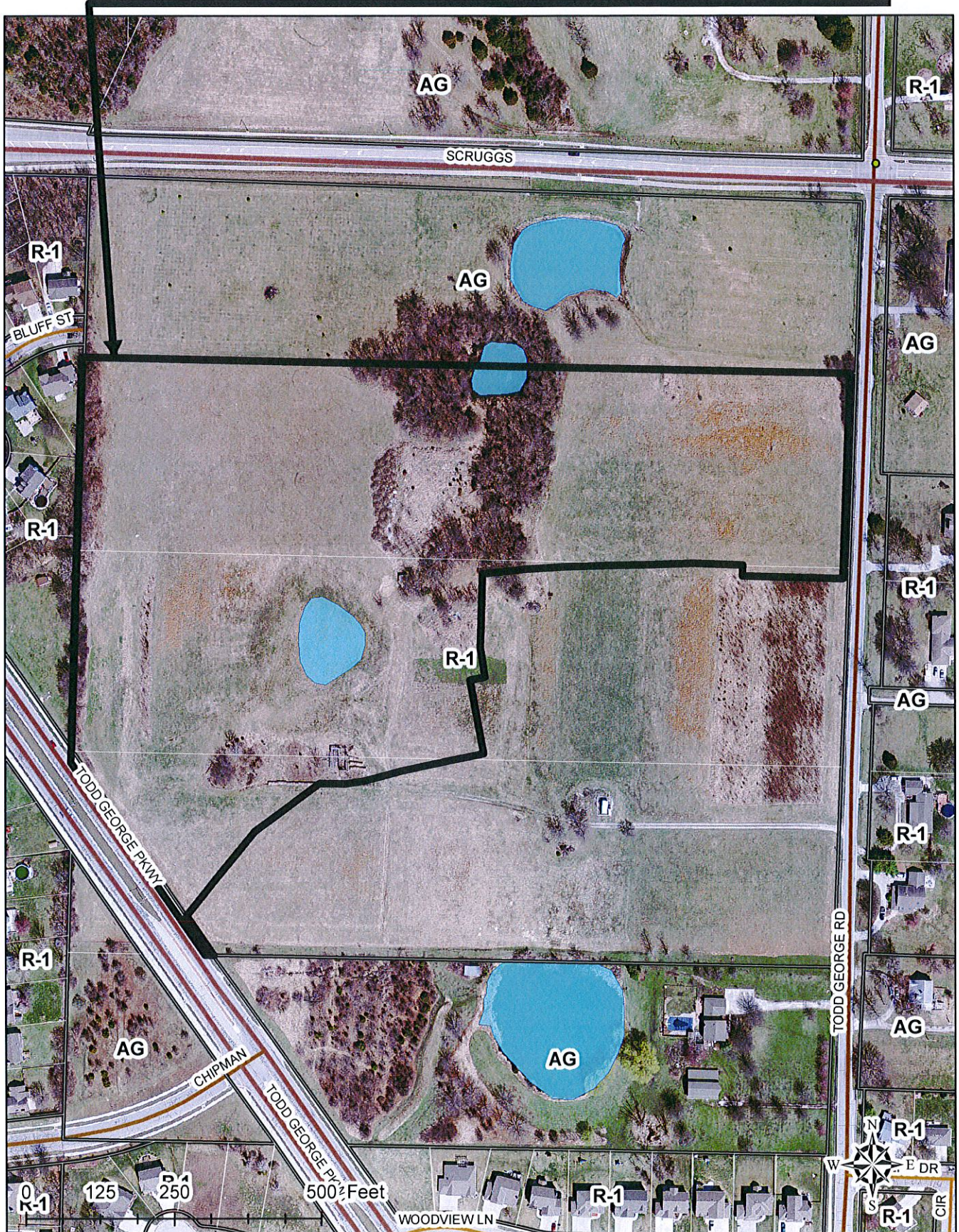
Final Plat  
Lots 1-52 & Tracts A-E  
Section 33, Township 48 North, Range 31 West  
Lee's Summit, Jackson County, Missouri

Final Plat  
Lots 1-52 & Tracts A-E  
Section 33, Township 48 North, Range 31 West  
Lee's Summit, Jackson County, Missouri

-2015-199-



#PL2015-199 -- FINAL PLAT  
North Park Village, 1st Plat  
Engineering Solutions, LLC, applicant





## Packet Information

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**File #:** BILL NO. 17-94, **Version:** 1

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AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF A PARKING FACILITY FOR THE 2017 TOUR DE LAKES BIKE RIDE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF A PARKING FACILITY FOR THE 2017 TOUR DE LAKES BIKE RIDE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

- Each year, the Lee's Summit Parks and Recreation Department (hereinafter "LSPR") hosts a bike ride entitled Tour de Lakes.
- The ride utilizes various facilities throughout the community for ride staging, parking, refreshments, etc.
- LSPR routinely utilizes the parking facilities at Longview Community College's Recreation Center and Cultural Arts Center for the ride.
- The 2017 event will take place on June 25, 2017. The total cost to LSPR for the use of Longview Community College's parking lots for this event is \$320.00.
- Because the City and the Junior College District of Metropolitan Kansas City, Missouri, of which Longview Community College is a part, are both political subdivisions of the State of Missouri, any and all agreements between the parties, including facility use agreements, are considered intergovernmental agreements which require approval by the City Council in order for the Mayor to execute.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF A PARKING FACILITY FOR THE 2017 TOUR DE LAKES BIKE RIDE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

[Enter text here]

Impact/Analysis:

[Enter text here]

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Joe Snook, Interim Administrator of Parks and Recreation

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

## **BILL NO. 17-94**

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AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF A PARKING FACILITY FOR THE 2017 TOUR DE LAKES BIKE RIDE 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 Junior College District of Metropolitan Kansas City, Missouri (a/k/a Metropolitan Community College) is a governmental entity organized and existing under the laws of the State of Missouri (hereinafter "Longview"); and,

WHEREAS, the Lee's Summit Parks and Recreation Department (hereinafter "LSPR") regularly partners with Longview with regard to facility use and other programming; and,

WHEREAS, LSPR annually hosts a Tour de Lakes bike ride which includes touring the many lakes in the City, including Longview Lake; and,

WHEREAS, LSPR routinely utilizes parking facilities of Longview in order to provide accommodations for the ride; and,

WHEREAS, LSPR again wishes to utilize parking facilities at Longview on June 25, 2017 for this year's Tour de Lakes Bike Ride, and Longview wishes to provide said facilities to LSPR for the same use; and,

WHEREAS, the parties have negotiated the terms and conditions of said use and have memorialized the same in the Facility Use Agreement, attached hereto as Exhibit A and incorporated herein as though fully set forth, and the parties desire to execute this Agreement in order to formalize the same.

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

SECTION 1. That the Facility Use Agreement by and between the City of Lee's Summit, Missouri and the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College for LSPR's use of certain Longview parking facilities for the Tour de Lakes Bike Ride, 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.



**BILL NO. 17-94**

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PASSED by the City Council of the City of Lee's Summit, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## PARKING FACILITY USE AGREEMENT

This Facility Use Agreement (Agreement) is made by and between the Junior College District of Metropolitan Kansas City, Missouri aka Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, whose principal office is located at 3200 Broadway, Kansas City, Missouri 64111, and City of Lee's Summit, Missouri on behalf of its Parks & Recreation (Lessee), whose principal office is located at 901 Blue Stem Drive, Lee's Summit, Missouri 64086.

For good and valuable consideration as described herein, the parties hereto agree as follows:

**1. Use and Condition of Premises.** MCC agrees to grant to Lessee the use of the Recreation Center and Cultural Arts Center parking facilities located at MCC-Longview, located at 500 SW Longview Road, Lee's Summit, MO, 64081-2105 (Premises), for the sole purpose and use of parking specifically for its Tour De Lakes Bike Ride (Event), with the understanding and agreement that the parking facilities hold a maximum of 700 vehicles and the access and use granted hereunder shall not be absolute. Lessee shall not use the Premises for any other purpose nor shall it use any other part of the Premises other than as stated hereunder. Lessee accepts the Premises in present condition and agrees to keep and maintain the same in as good condition as at present, free from debris, danger of fire or any nuisance, to commit no acts of destruction or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of this Agreement. MCC shall not permit alcoholic drinks to be sold or provided on the Premises under any circumstances.

**2. Termination.** Either party may terminate this agreement upon fifteen (15) days written notice. If the Premises shall be destroyed or so damaged by fire or other unavoidable casualty whereby the use of the Premises is impracticable, this Agreement shall automatically terminate and fees are payable only for actual use and/or supplies or services purchased prior to such casualty.

**3. Schedule.** MCC shall grant Lessee use of the Premises on Saturday, June 25, 2017. Such use of Premises excludes holidays, inclement weather closings, closures due to emergencies, or for any reason that use of the Premises is impracticable.

**4. Minors.** Each party acknowledges that if the Event activities involve minors, each party agrees to inform the other party if they have any knowledge of any injuries, or suspected abuse, or neglect of any minor Participant. Lessee will bear responsibility for reporting the same to the appropriate authorities, advise MCC that such a report was made, and provide verification of the same.

**5. Fees.** For and in consideration of the Use of the Premises and Equipment, Lessee shall pay MCC a total of \$320.00 for the services of one (1) MCC police officer to patrol the parking facilities during the Event. Lessee agrees to pay such amount to MCC upon execution of this Agreement. Payment shall be sent to MCC in the care of Ebony Bowman, Program Coordinator, at the address in Section 1.1 herein.

**6. Liability Requirements.**

**6.1. Insurance.** Lessee agrees to maintain the following insurance throughout the term of this Agreement: a) workers' compensation and employer's liability for its employees in amounts as required by Missouri law; b) automobile insurance, to include

uninsured and underinsured motorists, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and c) general liability in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall include students, participants, volunteers, property damage, and contractually assumed liability and name MCC as an additional insured. Upon the execution of this Agreement, Lessee agrees to provide MCC proof of insurance which shall include the stipulations hereunder and state that such coverage will not be cancelled without thirty (30) days written notice. Failure to so provide or maintain any insurance as requested hereunder will not relieve it of any contractual obligation or responsibility herein.

**6.2. Indemnification.** Lessee shall indemnify, defend, and hold harmless MCC, its trustees, officers, employees, agents, and representatives against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including reasonable attorneys' fees, for injury or damage to persons or loss or damage to property occurring or allegedly occurring in connection with any action, inaction, or conduct committed by Lessee or by its officers, directors, employees, students, volunteers, agents, or representatives during the term of this Agreement.

**6.3. No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to MCC under applicable Missouri governmental immunities law.

**7. Notices.** All communications relating to this Agreement shall be in writing and may be hand delivered, sent by overnight courier, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested to the parties at the addresses first written above. Notice to MCC shall be sent to the attention of Kathy Walter-Mack, Chief of Staff to the Chancellor.

**8. Lessee's Representations and Warranties.**

**8.1. No Solicitation.** MCC does not permit on MCC's Premises the solicitation of products and/or services. Lessee acknowledges and agrees that solicitation is prohibited and warrants that Lessee shall not do any Solicitation.

**8.2. Compliance with Laws.** During the performance of its obligations under this Agreement, Lessee agrees to conduct its activities hereunder in strict compliance with all applicable federal, state, and local laws, as well as the policies and procedures of MCC.

**9. Non-Discrimination.** Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. **Lessee shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

**10. No Debarment.** Lessee represents that it is not debarred or suspended from doing business with the federal government and/or any state government, and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

**11. Powers and Authority.** Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.

**12. No Agency.** Nothing in this Agreement shall create an agency, partnership, or joint venture between MCC and Lessee.

**13. Tobacco-Free Policy.** Lessee agrees to strictly abide by MCC's tobacco-free policy, meaning all types of smoking and smokeless tobacco products are prohibited. At all times, MCC shall have the right to enforce such policy pursuant to the terms of this Agreement and under law.

**14. Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri.

**15. Severability.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**16. Waiver.** Failure of either party to insist upon strict performance of the terms of this Agreement shall not be construed as a waiver of such party's rights to later enforce any provision thereof.

**17. Remedies.** All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

**18. Successors and Assignments.** This Agreement shall not be assigned by either party without the prior written consent of the other party and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**19. Force Majeure.** Neither party shall be liable for damages or have the right to terminate the Agreement for any delay or default in performance if the delay or default is due to conditions or circumstances beyond its control; such conditions include, but are not limited to, acts of God, acts of nature, acts of government, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, or material shortages, or any other cause beyond the reasonable control of the party obligated to perform and which cannot be overcome by reasonable diligence and without unusual expense.

**20. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

**21. Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Lessee as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

**Junior College District of Metropolitan  
Kansas City, Missouri**

**City of Lee's Summit, Missouri**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dr. Kirk A. Nooks

Name: \_\_\_\_\_

Title: President, MCC Longview Campus

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Packet Information

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**File #:** BILL NO. 17-95, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Key Issues:

[Enter text here]

Proposed City Council Motion

I move to recommend to the City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Background:

The City of Lee's Summit, Missouri ("City") has requested funding from Jackson County, Missouri's ("County") Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education ("DARE") or similar anti-drug program.

Jackson County's COMBAT Drug Commission recommended and the Jackson County Legislature approved the City's request as an appropriate expenditure of Anti-Drug Sales Tax Funds.

Jackson County will grant funding in the amount of Two Hundred Forty Four Thousand Seven Hundred Sixty Four Dollars (\$244,764.00), pursuant to the terms of the attached agreement, to the City to use towards expenses of the City's DARE or similar anti-drug program.

Impact/Analysis:

Jackson County will grant funding in the amount of Two Hundred Forty Four Thousand Seven Hundred Sixty Four Dollars (\$244,764.00) pursuant to the terms of this attached agreement that will provide funds for personnel and supplies for the Lee's Summit Police Department's DARE program.

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Major Curt Mansell, Police Department

Recommendation: [Enter Recommendation Here]

Staff recommends approval of a AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 17-95**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

WHEREAS, the City of Lee's Summit, Missouri ("City") has requested funding from Jackson County, Missouri's ("County") Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education ("DARE") or similar anti-drug program; and,

WHEREAS, the County's COMBAT Drug Commission recommended and the County Legislature approved the City's request as an appropriate expenditure of Anti-Drug Sales Tax Funds; and,

WHEREAS, County will grant funding in the amount of Two Hundred Forty Four Thousand Seven Hundred Sixty Four Dollars (\$244,764.00), pursuant to the terms of the attached agreement, to the City to use towards expenses of the City's DARE or similar anti-drug program; and,

WHEREAS, the City and County desire to enter into the attached 2017 COMBAT Drug Commission DARE Agreement in order for the City to acquire funds to be used towards costs of its DARE or similar anti-drug program.

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

SECTION 1. That the 2017 COMBAT Drug Commission DARE Agreement by and between the City of Lee's Summit, Missouri and Jackson County, Missouri, a true and accurate copy being attached hereto as Exhibit A and incorporated herein as though fully set forth, be and is hereby approved.

SECTION 2. That the Mayor is authorized to execute the 2017 COMBAT Drug Commission DARE Agreement by and between the City of Lee's Summit, Missouri and Jackson County, Missouri by and on behalf of the City.

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 \_\_\_\_\_ 2017.

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

ATTEST:

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



**BILL NO. 17-95**

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APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Public Safety *Beth Murano*

Jackson County

# COMBAT

415 East 12<sup>th</sup> Street, Ninth Floor  
Kansas City, Missouri 64106  
www.combatjack.org

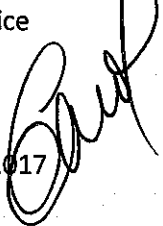
*Stacey Daniels-Young, Ph.D.*  
Director  
(816) 881-3510

*Vincent M. Ortega*  
Deputy Director  
(816) 881-3886

**Drug Commissioners:**

*Gloria Fisher*  
*Venessa Maxwell-Lopez*  
*Gene Morgan*  
*Marva Marguerite Moses*  
*Keith Querry*  
*Anita Russell*  
*Joseph Spalitto, DDS*  
*Lanna Ultican*  
*James Witteman, Jr.*

*Fax:*  
(816) 881-1416

To: Chief of Police  
From: Carol Lillis   
Date: March 10, 2017  
RE: COMBAT DARE Contracts

---

Enclosed you will find three (3) copies of your city's COMBAT DARE contracts.  
Please sign and notarize and return all 3 contracts to me:

Jackson County Courthouse  
415 E 12<sup>th</sup> St., 9<sup>th</sup> Floor COMBAT  
Kansas City, MO 64106  
Attn: Carol Lillis

If you have any questions, please feel free to contact me at 816-881-1415

**AGREEMENT**  
(2017 COMBAT Drug Commission DARE)

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **CITY OF LEE'S SUMMIT, MISSOURI, 200 SOUTHEAST GREEN, LEE'S SUMMIT, MO 64063**, hereinafter referred to as "the City" made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WHEREAS, the City has requested funding from County's Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education (DARE) or similar anti-drug program; and,

WHEREAS, the County's COMBAT Drug Commission recommended and the County Legislature approved the City's request as an appropriate expenditure of Anti-Drug Sales Tax Funds; and,

WHEREAS, this Agreement provides a suitable mechanism by which the designated County funds shall be disbursed to the City;

NOW THEREFORE it is agreed by and between the parties as follows:

1. The County agrees to pay to the City a total amount not to exceed **\$244,764.00**. Upon execution of this contract, an advance payment equal to one-half of the contract amount, totaling **\$122,382.00** will be submitted to the City. Prior to September 30, 2017, and upon receipt and approval of the previous DARE Semester Report, the final payment equal shall be made. This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.
2. The County agrees and acknowledges that the City shall use the proceeds of this Agreement, together with City funds and any federal or state grant funds which may have been awarded, to cover certain expenses of its DARE or similar anti-drug program, all as is more fully set out in the funding request and other documents attached hereto as Exhibits A.
3. The City agrees that all proceeds of this Agreement shall be subject to audit by the County's Legislative Auditor or such other auditor as the County may designate. Additionally, the City agrees to contract for the performance of a comprehensive audit in conformance with the Single Audit Act of 1984, and to forward two copies of the audit report to the COMBAT Drug Commission, one of which will be forwarded to the County's Department of Finance and Purchasing.
4. The City shall provide an annual program report at the end of each calendar year summarizing all activities of its DARE or similar anti-drug program to the

COMBAT Drug Commission containing such particulars as said Commission might specify.

5. If the City receives or obtains any media attention because of this project, the City is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration for the contract.
6. This Agreement shall be effective as of January 1, 2017, and extend through December 31, 2017, for expenses incurred during the same time period.
7. The City shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent allowable by law caused by the negligence or willful misconduct of the City or its employees, agents or representatives.
8. If the City shall default in the performance or observation of any term or condition herein, the County shall give the City ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after the City receives written notice thereof, the County may at its election terminate the Agreement and withhold any payments not yet made to the City. Said election shall not in any way limit the County's right to sue for breach of contract.
9. The City warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.
10. Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
11. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or the City may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the City

to the County within ten (10) days of the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

By: \_\_\_\_\_  
Frank White, Jr.  
County Executive

ATTEST:

CITY OF LEE'S SUMMIT, MISSOURI

\_\_\_\_\_  
Mary Jo Spino  
Clerk of the County Legislature

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$244,764.00**, which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer  
Account No.008-4403-56005



**Exhibit B**

**WORK AUTHORIZATION AFFIDAVIT**

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **City of Lee's Summit, Missouri**, (Organization name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **City of Lee's Summit, Missouri**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017. I am commissioned as a notary public within the County of \_\_\_\_\_, State of \_\_\_\_\_, and my commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

## Packet Information

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**File #:** BILL NO. 17-96, **Version:** 2

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-107 PURCHASE AND MAINTENANCE SERVICES FOR VxRAIL HYPERCONVERGED INFRASTRUCTURE TO ALEXANDER OPEN SYSTEMS (AOS) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$427,297.88. (F&BC 4-24-17)

Issue/Request:

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-107 PURCHASE AND MAINTENANCE SERVICES FOR VxRAIL HYPERCONVERGED INFRASTRUCTURE TO ALEXANDER OPEN SYSTEMS (AOS) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$427,297.88.

Key Issues:

- The existing equipment was purchased between 2009 and 2012 and core components are no longer under maintenance by the manufacturer.
- The equipment being replaced is the core storage and compute device for all city data, applications, and databases.
- We are currently out of space; with no room for expansion.
- The project is approximately \$60,000 under budget, and is funded out of annual deposits into City-wide MERP
- Creates redundancy in city storage and computing capacity for the first time.

Proposed City Council Motion:

I move for a second reading of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-107 PURCHASE AND MAINTENANCE SERVICES FOR VxRAIL HYPERCONVERGED INFRASTRUCTURE TO ALEXANDER OPEN SYSTEMS (AOS) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$427,297.88

I move for adoption of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-107 PURCHASE AND MAINTENANCE SERVICES FOR VxRAIL HYPERCONVERGED INFRASTRUCTURE TO ALEXANDER OPEN SYSTEMS (AOS) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$427,297.88.

Background:

The equipment being replaced with this purchase includes two Storage Area Network (SAN) devices, and the connected blade computing environment. These two components form the core of the City's computing and storage infrastructure. Virtually all storage needed for applications, databases, and file storage are contained in the existing SAN. The computing environment being replaced houses 90% of the 100 plus servers that the



city maintains.

The existing equipment is over capacity, and not under any warranty by the manufacturer. We are currently under a 3<sup>rd</sup> party maintenance program; which is not an optimal position for the city to be in.

The form factor of the new equipment reduces the footprint in the server room by a factor of twenty times or more. There is similar reduction in the power consumption of the new equipment.

ITS currently maintains a SAN at both the Police Department, and at City Hall. But the two SANs are not identical, and are on different replacement schedules. With this acquisition we will have two separate redundant installations that are identical and on the same schedule for replacement. That will allow for failover of key systems and data should we lose one of the two locations. That is not possible with the current equipment.

The City-wide Managed Equipment Replacement Program (MERP) is funding this replacement. The funds to cover these expenses are accumulated over time allowing for significant capital investments, without trying to cover the large expense in one budget year. Because of technology changes, the cost of the new equipment is below what was budgeted, which will allow ITS to better manage future investments in MERP.

971 Potential suppliers were notified via Public Purchase  
3 bids were received

Impact/Analysis:  
[Enter text here]

Timeline:  
Start: \_\_\_\_  
Finish: \_\_\_\_

Other Information/Unique Characteristics:  
[Enter text here]

Presenter: Steve Marsh, Chief Technology Officer

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-107 PURCHASE AND MAINTENANCE SERVICES FOR VxRAIL HYPERCONVERGED INFRASTRUCTURE TO ALEXANDER OPEN SYSTEMS (AOS) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$427,297.88.

Committee Recommendation: Finance and Budget Committee voted unanimously (4-0) to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-107 PURCHASE AND MAINTENANCE SERVICES FOR VxRAIL HYPERCONVERGED INFRASTRUCTURE TO ALEXANDER OPEN SYSTEMS (AOS) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$427,297.88.



## **BILL NO. 17-96**

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-107 FOR THE PURCHASE AND MAINTENANCE SERVICES FOR VxRAIL HYPERCONVERGED INFRASTRUCTURE TO ALEXANDER OPEN SYSTEMS (AOS) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$427,297.88.

WHEREAS, the Managed Equipment Replacement Program (MERP) is a key element in the maintenance of the City's IT Infrastructure; and,

WHEREAS, a replacement for the City's storage and computing hardware was budgeted in FY2017 in order to replace equipment which is outdated or is no longer supported by its manufacturers; and,

WHEREAS, in response to this need and budgeted funds, the City issued Bid No. 2017-107 for the Managed Equipment Replacement Program (MERP) replacement of aging storage and computing hardware; and,

WHEREAS, a total of 971 suppliers were notified of the bid through the City's e-procurement system, Public Purchase, and a total of three (3) bids were received by the close of bid deadline; and,

WHEREAS, of the bids received, Alexander Open Systems (AOS), Inc. has been determined by the Project Selection Committee to be the lowest and most responsive bidder for Bid No. 2017-107.

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

SECTION 1. That Bid No. 2017-107 for the Managed Equipment Replacement Program (MERP) replacement of aging storage and computing hardware be and hereby is awarded to Alexander Open Systems (AOS), Inc. in an amount of \$427,297.88.

SECTION 2. That Agreement No. 2017-107 by and between the City of Lee's Summit, Missouri and Alexander Open Systems (AOS), Inc. generally for the purposes of providing storage and computing hardware and related maintenance under the City's Managed Equipment Replacement Program (MERP), a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference be and the same is hereby approved, and the City Manager is authorized to execute said Exhibit A as well as any additional documents as required in order to effectuate the intent of this Ordinance by and on behalf of the City of Lee's Summit, Missouri.

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

**BILL NO. 17-96**

---

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

THIS CONTRACT, made this \_\_\_ day of \_\_\_\_\_ 2017, is herein called Yearly Contract for Purchase and Maintenance of VxRail Hyperconverged Infrastructure as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Alexander Open Systems (hereinafter "Service Provider").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Service Provider did on the 17<sup>th</sup> day of March, 2017, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Service Provider is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED:

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Service Provider.
2. That a copy of the Service Provider's signed Bid is attached. The Service Provider's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Service Provider is as set forth in the Service Provider's Bid. In the event of a conflict between the Service Provider's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the provisions outlined in the Bid, incorporated into this Contract as if set forth in full herein.
4. Pricing. The payment terms for the initial term of this Agreement as well as subsequent automatic renewals is outlined in the attached Service Provider response.
5. Fund Allocation. Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
6. Term. That this Contract shall be effective on the \_\_\_ day of \_\_\_\_\_ 2017, Bid No. 2017-107, Contract period from \_\_\_\_\_ to \_\_\_\_\_. Additionally, for purposes of ongoing support and maintenance associated with the products and services which are the subject hereof, this Agreement shall automatically renew for four (4) additional one (1) year renewal periods and continuing each year until final expiration, unless City gives written notice of non-renewal at least thirty days prior to expiration of the current contract term.
7. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.
8. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Service Provider fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Service Provider, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Service Provider will be liable for all costs in excess of the established contract pricing.

Bid Number:	2017-107	Dated:	03.17.2017	Pages	01	through	14
Specifications:		Dated:	03.17.2017	Pages	06	through	06
General Conditions:				Pages	10	through	14
Special Attachments:							

\_\_\_\_\_  
Procurement Officer of Record

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney





City of Lee's Summit, Missouri:

Like other organizations today, the City of Lee's Summit, Missouri must manage exploding information growth while keeping costs down and meeting stringent service levels to end users. Alexander Open Systems (AOS) and Dell Technologies are providing our resources, experience, and depth of knowledge to provide a bid response to City of Lee's Summit, Missouri - VxRail HyperConverged Infrastructure.

Included in the bid is 5 years of up front hardware and software maintenance. AOS also has local Kansas City engineers who are certified in VxRail and have completed many installations before. We are foregoing bidding with Dell EMC services and bidding with our own engineering services for \$6500. These engineering services include the installation of the physical VxRail product and the turn up of both system 1 and system 2 VxRail nodes and RecoverPoint for VMs.

**Complete System 1 and 2 Price - \$420,797.88**

**AOS Services - \$6500**

**TOTAL Solution Price - \$427,297.88**

We firmly believe that with our local engineering talent that our proposal will afford the City of Lee's Summit the best value.

On behalf of AOS I look forward to your review of our bid.

*Tommy Messersmith*  
**Alexander Open Systems**  
12980 Foster St #300  
Overland Park KS 66213  
Government Account Manager  
o 913.744.3255

**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DIVISION

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)

**INVITATION FOR BID NUMBER 2017-107**

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

**VXRail HYPERCONVERGED INFRASTRUCTURE**

**IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF MARCH 17, 2017 AT 10:00 AM LOCAL TIME**

**There will be a pre-bid conference in the Howard A Conference Room at City Hall, 220 S.E. Green Street on March 9, 2017, at 2:00 PM LOCAL TIME. All interested bidders are encouraged to attend.**

The cutoff date for any questions for this bid is March 10, 2017 at Noon, 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 opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the submittal(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 <u>Alexander Open Systems</u>	Authorized Person (Print) <u>Tommy Messersmith</u>
<u>12980 Foster St #300</u>	<u>[Signature]</u>
Address	Signature
<u>Overland Park, KS 66213</u>	<u>Account Manager</u>
City/State/Zip	Title
<u>913-307-2300</u> <u>913-307-2380</u>	<u>3/23/2017</u> <u>48-1119310</u>
Telephone #      Fax #	Date      Tax ID #
<u>tommy.messersmith@aos.com</u>	<u>S Corp</u>
E-mail	Entity Type



**3.0 SPECIFICATIONS and PRICING:**
**SYSTEM 1**

SYSTEM	VXRAIL 4.0 G410F ALL FLASH	Qty	Cost	Total Cost	Maintenance and Support				
					Year 1	Year 2	Year 3	Year 4	Year 5
DP-1X4SSD-3X38SSD	HCIA DISK PACK 1X400GB SSD 3X3.8TB SSD	4	\$14,978.74	\$59,914.95	/	/	/	/	/
INSTLKIT-10GE-SFP+	HCIA FIELD INSTALL KIT 10GE SFP+	1	/	\$355.51	/	/	/	/	/
ND24C22V4256SFPAF	ND 24C2.2GHZ 2XES-2650V4 256GB SFP AF	4	\$17,200.92	\$68,803.68	/	/	/	/	/
Q-CHASSIS-1600PS12	HCIA CHASSIS W/ 1600 PS AND FAN 12G	1	/	\$2,425.12	/	/	/	/	/
M-PREHWJ-001	PREMIUM HARDWARE SUPPORT	1	/	\$78,899.68	X	X	X	X	X
VXR-HCIA-MGR-40	VXRAIL HCIA MANAGER V4.0=MA	1	/	\$0	/	/	/	/	/
458-001-187	RECOVERPOINT FOR VM FOR HCIA	1	/	\$0	/	/	/	/	/
456-106-730	RECOVERPOINT FOR VM FOR HCIA =IB	1	/	\$0	/	/	/	/	/
M-PRESW-D3-001	PREMIUM SOFTWARE SUPPORT	1	/	\$0	X	X	X	X	X
PS-BAS-RPVMGL	RP FOR VMS IMPLEMENTATION ASSISTANCE	1	/	NA	/	/	/	/	/
PS-BAS-HCIAINS	INSTALLATION FOR VXRAIL SINGLE APPLIANCE	1	/	NA	/	/	/	/	/
	INSTALLATION FOR VXRAIL G410X	1	/	NA	/	/	/	/	/

**SYSTEM 2**

SYSTEM	VXRAIL 4.0 G410F ALL FLASH	Qty	Cost	Total Cost	Maintenance and Support				
					Year 1	Year 2	Year 3	Year 4	Year 5
DP-1X4SSD-3X38SSD	HCIA DISK PACK 1X400GB SSD 3X3.8TB SSD	4	\$14,978.74	\$59,914.95	/	/	/	/	/
INSTLKIT-10GE-SFP+	HCIA FIELD INSTALL KIT 10GE SFP+	1	/	\$355.51	/	/	/	/	/
ND24C22V4256SFPAF	ND 24C2.2GHZ 2XES-2650V4 256GB SFP AF	4	\$17,200.92	\$68,803.68	/	/	/	/	/
Q-CHASSIS-1600PS12	HCIA CHASSIS W/ 1600 PS AND FAN 12G	1	/	\$2,425.12	/	/	/	/	/
M-PREHWJ-001	PREMIUM HARDWARE SUPPORT	1	/	\$78,899.68	X	X	X	X	X
VXR-HCIA-MGR-40	VXRAIL HCIA MANAGER V4.0=MA	1	/	\$0	/	/	/	/	/
458-001-187	RECOVERPOINT FOR VM FOR HCIA	1	/	\$0	/	/	/	/	/
456-106-730	RECOVERPOINT FOR VM FOR HCIA =IB	1	/	\$0	/	/	/	/	/
M-PRESW-D3-001	PREMIUM SOFTWARE SUPPORT	1	/	\$0	X	X	X	X	X
PS-BAS-RPVMGL	RP FOR VMS IMPLEMENTATION ASSISTANCE	1	/	NA	/	/	/	/	/
PS-BAS-HCIAINS	INSTALLATION FOR VXRAIL SINGLE APPLIANCE	1	/	NA	/	/	/	/	/
	INSTALLATION FOR VXRAIL G410X	1	/	NA	/	/	/	/	/



**4.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:** Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

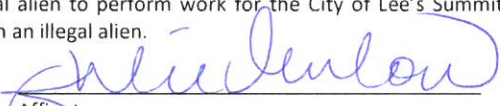
All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program

**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 )  
State of KANSAS ) ss.

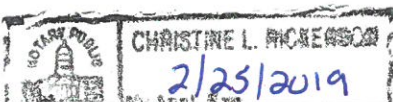
My name is Julie Enlow an authorized agent of AOS ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized 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  
Julie Enlow  
Printed Name

Subscribed and sworn to before me this 21st day of March, 2017

Christine L. Rickerson  
Notary Public

SEAL 

# E-Verify



Company ID Number: 65719

Client Company ID Number: 799316

## Approved by:

<b>Employer</b> Alexander Open Systems, Inc.	
Name (Please Type or Print) <i>Tricia Tarr</i>	Title <i>HR Manager</i>
Signature <i>Tricia Tarr</i>	Date <i>8/25/14</i>
<b>E-Verify Employer Agent</b> SilkRoad technology, Inc.	
Name (Please Type or Print) Elizabeth Christensen	Title
Signature Electronically Signed	Date 07/18/2014
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date



## References

Adam Ogorzolka  
Manko Window Systems  
Technology Administrator  
Direct: 800.642.1488  
[aogorzolka@mankowindows.com](mailto:aogorzolka@mankowindows.com)

Implementation of a 4 node Dell EMC VxRail solution and initial migration of data onto the VxRail platform from a Dell EMC SAN.

Justin Rairden  
City of Lenexa  
IT Manager  
Direct: 913.940.6752  
[jrairden@lenexa.com](mailto:jrairden@lenexa.com)

The City of Lenexa employed AOS to design and implement Dell EMC storage area networks for their production and disaster recovery sites with replication connected to Cisco UCS servers. This project also included purpose built Dell EMC Data Domain backup tiering devices with Veeam to protect their backup data.

Jackie Chapman-Fagan  
Board of Police  
IT Supervisor  
Direct: 816-719-8400  
[jackie.chapmanfagan@kcpd.org](mailto:jackie.chapmanfagan@kcpd.org)

The Board of Police Commissioners employed AOS to design and implement Dell EMC storage area networks for their production and disaster recovery sites with replication connected to Cisco UCS servers. This project also included purpose built Dell EMC Avamar backup solutions to protect their backup data.

BID NO.: 2017-107

PROJECT: Purchase and Maintenance of VxRail Hyperconverged Infrastructure

DATE/TIME: March 24, 2017 @ 10:00 am

OPEN BY: ddt

					AOS				
SYSTEM 1					Maintenance and Support				
SYSTEM	VXRAIL 4.0 G410F ALL FLASH	Qty	Cost	Total Cost	Year 1	Year 2	Year 3	Year 4	Year 5
DP-1X4SSD-3X38SSD	HCIA DISK PACK 1X400GB SSD 3X3.8TB SSD	4	\$14,978.74	\$59,914.95	included	included	included	included	included
INSTLKIT-10GE-SFP+	HCIA FIELD INSTALL KIT 10GE SFP+	1		\$355.51					
ND24C22V4256SFP AF	ND 24C2.2GHZ 2XE5-2650V4 256GB SFP AF	4	\$17,200.92	\$68,803.68					
Q-CHASSIS-1600PS12	HCIA CHASSIS W/ 1600 PS AND FAN 12G	1		\$2,425.12					
M-PREHWJ-001	PREMIUM HARDWARE SUPPORT	1		\$78,899.68					
				\$210,398.94					
VXR-HCIA-MGR-40	VXRAIL HCIA MANAGER V4.0=MA	1		\$0.00	included	included	included	included	included
458-001-187	RECOVERPOINT FOR VM FOR HCIA	1		\$0.00					
456-106-730	RECOVERPOINT FOR VM FOR HCIA =IB	1		\$0.00					
M-PRESW-D3-001	PREMIUM SOFTWARE SUPPORT	1		\$0.00					
PS-BAS-RPVMGL	RP FOR VMS IMPLEMENTATION ASSISTANCE	1		\$3,250.00					
PS-BAS-HCIAINS	INSTALLATION FOR VXRAIL SINGLE APPLIANCE	1							
	INSTALLATION FOR VXRAIL G410X	1							
				\$3,250.00					
				\$213,648.94					
SYSTEM 2					Maintenance and Support				
SYSTEM	VXRAIL 4.0 G410F ALL FLASH	Qty	Cost	Total Cost	Year 1	Year 2	Year 3	Year 4	Year 5
DP-1X4SSD-3X38SSD	HCIA DISK PACK 1X400GB SSD 3X3.8TB SSD	4	\$14,978.74	\$59,914.95	included	included	included	included	included
INSTLKIT-10GE-SFP+	HCIA FIELD INSTALL KIT 10GE SFP+	1		\$355.51					
ND24C22V4256SFP AF	ND 24C2.2GHZ 2XE5-2650V4 256GB SFP AF	4	\$17,200.92	\$68,803.68					
Q-CHASSIS-1600PS12	HCIA CHASSIS W/ 1600 PS AND FAN 12G	1		\$2,425.12					
M-PREHWJ-001	PREMIUM HARDWARE SUPPORT	1		\$78,899.68					
				\$210,398.94					
VXR-HCIA-MGR-40	VXRAIL HCIA MANAGER V4.0=MA	1		\$0.00	included	included	included	included	included
458-001-187	RECOVERPOINT FOR VM FOR HCIA	1		\$0.00					
456-106-730	RECOVERPOINT FOR VM FOR HCIA =IB	1		\$0.00					
M-PRESW-D3-001	PREMIUM SOFTWARE SUPPORT	1		\$0.00					
PS-BAS-RPVMGL	RP FOR VMS IMPLEMENTATION ASSISTANCE	1		\$3,250.00					
PS-BAS-HCIAINS	INSTALLATION FOR VXRAIL SINGLE APPLIANCE	1							
	INSTALLATION FOR VXRAIL G410X	1							
				\$3,250.00					
				\$213,648.94					

UNOFFICIAL RECORDING OF THE BIDS READ

BID NO.: 2017-107

PROJECT: Purchase and Maintenance of VxRail Hyperconverged Infrastructure

DATE/TIME: March 24, 2017 @ 10:00 am

OPEN BY: ddt

					POMEROY				
SYSTEM 1					Maintenance and Support				
SYSTEM	VXRAIL 4.0 G410F ALL FLASH	Qty	Cost	Total Cost	Year 1	Year 2	Year 3	Year 4	Year 5
DP-1X4SSD-3X38SSD	HCIA DISK PACK 1X400GB SSD 3X3.8TB SSD	4	\$16,125.00	\$64,500.00	included	included	included	included	included
INSTLKIT-10GE-SFP+	HCIA FIELD INSTALL KIT 10GE SFP+	1		\$383.00					
ND24C22V4256SFP AF	ND 24C2.2GHZ 2XE5-2650V4 256GB SFP AF	4	\$18,517.00	\$74,068.00					
Q-CHASSIS-1600PS12	HCIA CHASSIS W/ 1600 PS AND FAN 12G	1		\$2,610.00					
M-PREHWJ-001	PREMIUM HARDWARE SUPPORT	1		\$87,300.00					
				\$228,861.00					
VXR-HCIA-MGR-40	VXRAIL HCIA MANAGER V4.0=MA	1		\$0.00	included	included	included	included	included
458-001-187	RECOVERPOINT FOR VM FOR HCIA	1		\$0.00					
456-106-730	RECOVERPOINT FOR VM FOR HCIA =IB	1		\$0.00					
M-PRESW-D3-001	PREMIUM SOFTWARE SUPPORT	1		\$0.00					
PS-BAS-RPVMGL	RP FOR VMS IMPLEMENTATION ASSISTANCE	1		\$1,188.00					
PS-BAS-HCIAINS	INSTALLATION FOR VXRAIL SINGLE APPLIANCE	1		\$6,208.00					
	INSTALLATION FOR VXRAIL G410X	1		\$0.00					
				\$7,396.00					
				\$236,257.00					

SYSTEM 2					Maintenance and Support				
SYSTEM	VXRAIL 4.0 G410F ALL FLASH	Qty	Cost	Total Cost	Year 1	Year 2	Year 3	Year 4	Year 5
DP-1X4SSD-3X38SSD	HCIA DISK PACK 1X400GB SSD 3X3.8TB SSD	4	\$16,125.00	\$64,500.00	included	included	included	included	included
INSTLKIT-10GE-SFP+	HCIA FIELD INSTALL KIT 10GE SFP+	1		\$383.00					
ND24C22V4256SFP AF	ND 24C2.2GHZ 2XE5-2650V4 256GB SFP AF	4	\$18,517.00	\$74,068.00					
Q-CHASSIS-1600PS12	HCIA CHASSIS W/ 1600 PS AND FAN 12G	1		\$2,610.00					
M-PREHWJ-001	PREMIUM HARDWARE SUPPORT	1		\$87,300.00					
				\$228,861.00					
VXR-HCIA-MGR-40	VXRAIL HCIA MANAGER V4.0=MA	1		\$0.00	included	included	included	included	included
458-001-187	RECOVERPOINT FOR VM FOR HCIA	1		\$0.00					
456-106-730	RECOVERPOINT FOR VM FOR HCIA =IB	1		\$0.00					
M-PRESW-D3-001	PREMIUM SOFTWARE SUPPORT	1		\$0.00					
PS-BAS-RPVMGL	RP FOR VMS IMPLEMENTATION ASSISTANCE	1		\$1,188.00					
PS-BAS-HCIAINS	INSTALLATION FOR VXRAIL SINGLE APPLIANCE	1		\$6,208.00					
	INSTALLATION FOR VXRAIL G410X	1		\$0.00					
				\$7,396.00					
				\$236,257.00					

UNOFFICIAL RECORDING OF THE BIDS READ

BID NO.: 2017-107

PROJECT: Purchase and Maintenance of VxRail Hyperconverged Infrastructure

DATE/TIME: March 24, 2017 @ 10:00 am

OPEN BY: ddt

					SHI INTERNATIONAL				
SYSTEM 1					Maintenance and Support				
SYSTEM	VXRAIL 4.0 G410F ALL FLASH	Qty	Cost	Total Cost	Year 1	Year 2	Year 3	Year 4	Year 5
DP-1X4SSD-3X38SSD	HCIA DISK PACK 1X400GB SSD 3X3.8TB SSD	4	\$21,525.00	\$86,100.00	included	included	included	included	included
INSTLKIT-10GE-SFP+	HCIA FIELD INSTALL KIT 10GE SFP+	1		\$511.00					
ND24C22V4256SFP AF	ND 24C2.2GHZ 2XE5-2650V4 256GB SFP AF	4	\$24,719.00	\$98,876.00					
Q-CHASSIS-1600PS12	HCIA CHASSIS W/ 1600 PS AND FAN 12G	1		\$3,485.00					
M-PREHWJ-001	PREMIUM HARDWARE SUPPORT	1		\$68,029.00					
				\$257,001.00					
VXR-HCIA-MGR-40	VXRAIL HCIA MANAGER V4.0=MA	1		\$0.00	included	included	included	included	included
458-001-187	RECOVERPOINT FOR VM FOR HCIA	1		\$0.00					
456-106-730	RECOVERPOINT FOR VM FOR HCIA =IB	1		\$0.00					
M-PRESW-D3-001	PREMIUM SOFTWARE SUPPORT	1		\$0.00					
PS-BAS-RPVMGL	RP FOR VMS IMPLEMENTATION ASSISTANCE	1		\$1,195.00					
PS-BAS-HCIAINS	INSTALLATION FOR VXRAIL SINGLE APPLIANCE	1		\$6,247.00					
	INSTALLATION FOR VXRAIL G410X	1		\$0.00					
				\$7,442.00					
				\$264,443.00					
SYSTEM 2					Maintenance and Support				
SYSTEM	VXRAIL 4.0 G410F ALL FLASH	Qty	Cost	Total Cost	Year 1	Year 2	Year 3	Year 4	Year 5
DP-1X4SSD-3X38SSD	HCIA DISK PACK 1X400GB SSD 3X3.8TB SSD	4	\$21,525.00	\$86,100.00	included	included	included	included	included
INSTLKIT-10GE-SFP+	HCIA FIELD INSTALL KIT 10GE SFP+	1		\$511.00					
ND24C22V4256SFP AF	ND 24C2.2GHZ 2XE5-2650V4 256GB SFP AF	4	\$24,719.00	\$98,876.00					
Q-CHASSIS-1600PS12	HCIA CHASSIS W/ 1600 PS AND FAN 12G	1		\$3,486.00					
M-PREHWJ-001	PREMIUM HARDWARE SUPPORT	1		\$68,029.00					
				\$257,002.00					
VXR-HCIA-MGR-40	VXRAIL HCIA MANAGER V4.0=MA	1		\$0.00	included	included	included	included	included
458-001-187	RECOVERPOINT FOR VM FOR HCIA	1		\$0.00					
456-106-730	RECOVERPOINT FOR VM FOR HCIA =IB	1		\$0.00					
M-PRESW-D3-001	PREMIUM SOFTWARE SUPPORT	1		\$0.00					
PS-BAS-RPVMGL	RP FOR VMS IMPLEMENTATION ASSISTANCE	1		\$1,195.00					
PS-BAS-HCIAINS	INSTALLATION FOR VXRAIL SINGLE APPLIANCE	1		\$6,247.00					
	INSTALLATION FOR VXRAIL G410X	1		\$0.00					
				\$7,442.00					
				\$264,444.00					

UNOFFICIAL RECORDING OF THE BIDS READ

## Packet Information

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**File #:** BILL NO. 17-97, **Version:** 1

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AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN (F&BC 4-24-17)

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN

Key Issues:

FY17 Budget Amendment 10 is being proposed to correct position titles and grades to better reflect job duties and responsibilities and to assist in recruitment efforts. If approved, the following positions will change;

1. Communications Strategist - Pay Grade 17 TO Creative Services Manager - Pay Grade 17
2. Marketing Specialist - Pay Grade 12 TO Creative Services Specialist - Pay Grade 12

As a note, the Communications Strategist position was inadvertently listed as a pay grade 12 upon adoption of the FY17 Budget and was subsequently corrected to a pay grade 17 in FY17 Budget Amendment No. 9.

Proposed City Council Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN

Background:

N/A

Presenter: Nick Edwards

Recommendation: Staff Recommends Approval

Committee Recommendation: The Finance and Budget Committee voted unanimously (4-0) to recommend to City Council approval of AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN



**BILL NO. 17-97**

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AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN.

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

WHEREAS, Exhibit A attached to Ordinance No. 7894, established the pay and classification plan; and,

WHEREAS, this amendment is intended to correct a scrivener's error by reclassifying the Communications Strategist position from a pay grade 12 to a pay grade 17; and,

WHEREAS, this amendment will further change the title of Communications Strategist to Creative Services Manager, and Marketing Specialist to Creative Service Specialist.

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

SECTION 1. That the Budget for the Fiscal Year ending June 30, 2017, as adopted by Ordinance No. 7894, and Exhibit A is hereby amended by changing the pay and classification plan for the fiscal and budget year of 2016-2017, being attached hereto as "Exhibit A" and incorporated herein as though fully set forth, be and hereby is approved.

SECTION 2. All other provisions of Ordinance No. 7894 shall remain in full force and effect subject to Amendment No. 1 (Ordinance No: 7944); Amendment No. 2 (Ordinance No: 7945); Amendment No. 3 (Ordinance No: 7963); Amendment No. 4 (Ordinance No: 7993); Amendment No. 5 (Ordinance No: 7994); Amendment No. 6 (Ordinance No: 8044); Amendment No. 7 (Ordinance No: 8077); and Amendment No. 8 (Ordinance No: 8097); and Amendment No. 9 (Ordinance No: 8098); and Amendment No. 10 (Ordinance No: \_\_\_\_).

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

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**BILL NO. 17-97**

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ATTEST:

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

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**FY17 Pay and Classification Plan**

**Exhibit A**

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

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

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



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

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

Department	Job Title	Grade	Min	Mid	Max
<b>Part Time Temporary</b>					
Development Services	Administrative Support	PTT	0.00	25,000.00	50,000.00
Airport	Airport Intern	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Evening	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Sys Support PTT	PTT	0.00	25,000.00	50,000.00
Public Works Engineering	Construction Inspector	PTT	0.00	25,000.00	50,000.00
Water	Fire Hydrant Painter	PTT	0.00	25,000.00	50,000.00
ITS	ITS Support PTT	PTT	0.00	25,000.00	50,000.00
Administration	Payroll Support	PTT	0.00	25,000.00	50,000.00
Planning and Special Projects	Planning Intern	PTT	0.00	25,000.00	50,000.00
Law	Prosecuting Attorney PTR	PTT	0.00	25,000.00	50,000.00
<b>Represented Groups</b>					
Fire	Firefighter	F1	37,626.54	44,982.53	52,338.51
Fire	Firefighter Paramedic	F1P	43,626.54	50,982.53	58,338.51
Fire	Fire Engineer	F2	40,941.09	48,617.55	56,294.00
Fire	Fire Engineer Paramedic	F2P	46,941.09	54,617.55	62,294.00
Fire	Fire Specialist	F3	44,605.37	55,779.02	66,952.67
Fire	Fire Specialist Paramedic	F3P	50,605.37	61,779.02	72,952.67
Fire	Fire Captain I	F4	53,153.26	63,597.88	74,042.49
Fire	Fire Captain I Paramedic	F4P	59,153.26	69,597.88	80,042.49
Fire	Fire Captain II	F5	58,134.06	71,940.59	85,747.12
Fire	Fire Captain II Paramedic	F5P	64,134.06	77,940.59	91,747.12
Fire	Battalion Chief	F7	69,810.54	84,121.70	98,432.86
Fire	Battalion Chief Paramedic	F7P	75,810.54	90,121.70	104,432.86
Fire	Assistant Fire Chief I	F8	76,442.54	92,113.26	107,783.98
Fire	Assistant Fire Chief I Paramedic	F8P	82,442.54	98,113.26	113,783.98
Fire	Assistant Fire Chief II	F9	79,749.90	98,889.95	118,030.00
Fire	Assistant Fire Chief II Paramedic	F9P	85,749.90	104,889.95	124,030.00
Fire	Communications Specialist	F11	35,412.83	47,929.75	59,271.85
Fire	Lead Communications Specialist	F12	38,487.76	50,864.49	61,964.45
Police	Police Officer I	P1	38,629.42	46,077.33	53,778.27
Police	Police Officer II	P2	42,032.31	49,798.30	57,826.85
Police	Master Police Officer I	P3	45,794.26	57,400.16	69,006.06
Police	Master Police Officer II	P4	57,201.54	63,103.80	69,006.06
Police	Police Sergeant I	P5	57,500.00	72,073.54	86,647.08
Police	Police Sergeant II	P6	72,073.00	79,360.00	86,647.00
Police	Police Captain	P7	69,810.54	84,121.70	98,432.86
Police	Police Major I	P8	76,442.50	92,113.26	107,783.98
Police	Police Major II	P9	79,749.90	100,864.02	118,030.00
Central Vehicle Maintenance	Mechanic	UN0	33,473.65	41,713.36	49,953.07
All	Maintenance Worker	UN2	28,443.17	36,418.62	44,394.06
Public Works Operations	Equipment Operator	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Sewer	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Water	UN4	35,075.25	42,514.16	49,953.07
Water	Meter Service Technician	UN6	26,111.70	37,815.86	49,520.22
Water	Metered Services Specialist	UN7	33,261.49	43,572.46	53,883.44

## Packet Information

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**File #:** RES. NO. 17-06, **Version:** 2

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A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF LEE'S SUMMIT, MISSOURI

Issue/Request:

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF LEE'S SUMMIT, MISSOURI

Key Issues:

Authorize the issuance of \$15,638,000 of General Obligation Bonds to pay a portion of the costs of:  
Public Safety Improvements (\$14,575,000)  
Cultural Arts Improvements (\$63,000)

Proposed Committee Motion:

I move to recommend to City Council approval of a RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF LEE'S SUMMIT, MISSOURI

Background:

The voters authorized \$4,415,000 of general obligation bonds on November 5, 2002, for Public Safety Improvements. \$4,340,000 of the bonds authorized have previously been issued, leaving \$75,000 of authorized but unissued bonds.

The voters authorized \$2,898,000 of general obligation bonds on April 2, 2013, for Cultural Arts Improvements. \$2,835,000 of the bonds authorized have previously been issued, leaving \$63,000 of authorized but unissued bonds.

The voters authorized \$14,500,000 of general obligation bonds on November 8, 2016, for Public Safety Improvements. None of the bonds authorized at the November 8, 2016 election have been issued, leaving \$14,500,000 of authorized but unissued bonds.

Impact/Analysis:

The City has been making improvements to its Public Safety infrastructure and equipment through the use of General Obligation Bond financing. In 2002, the voters approved Public Safety improvements related to the Fire Department in the amount of \$4,415,000. The City used all but \$75,000 of the authorized amount to make Public Safety Improvements at that time. The voters have approved at the November 8, 2016 election an additional \$14,500,000 for Public Safety Improvements. The issuance of the \$14,575,000 of general obligation bonds for Public Safety at this time would allow the City to fully utilize all the authorized but unissued bond amount for Public Safety Improvements.

The voters at the April 2, 2013 election authorized \$2,898,000 of general obligation bonds to fund Cultural

Arts Improvements. \$2,835,000 of general obligation bonds were issued, which has left \$63,000 of authorized but unissued bonds at this time. The issuance of the \$63,000 of bonds for Cultural Arts Improvements to be issued at this time would allow the full utilization of the authority granted by the voters in 2013.

The interest rate environment for general obligation bonds remains favorable at this time, even though short term rates have risen slightly. It is expected that the rate of interest to be paid on the bonds would be consistent with what the City has paid on prior issues. The maturities of the general obligation bonds will be structured to allow additional general obligation bonds to be issued in due course.

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Conrad E. Lamb, Director of Finance

Recommendation: Staff recommends approval and adoption of the Resolution.

Committee Recommendation:



## **RESOLUTION NO. 17-06**

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A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City of Lee's Summit, Missouri (the "City"), on November 5, 2002 (the "2002 Election"), approved the issuance of \$4,415,000 of general obligation bonds for the purpose of making public safety improvements including constructing, furnishing and equipping a fire station and an animal control facility, acquiring a new fire truck, acquiring storm sirens to be located throughout the City, and acquiring any necessary land (the "2002 Public Safety Improvements"); and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City of Lee's Summit, Missouri (the "City"), on April 2, 2013 (the "2013 Election"), approved the issuance of \$2,898,000 of general obligation bonds for the purpose of constructing and rehabilitating public improvements for cultural arts, including improvements to the Legacy Park Amphitheater, rehabilitating the historic downtown post office/city hall building, and creating a downtown outdoor performance and festival space (the "Cultural Arts Improvements"); and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City of Lee's Summit, Missouri (the "City"), on November 8, 2016 (the "2016 Election"), approved the issuance of \$14,500,000 of general obligation bonds for the purpose of making public safety improvements including (a) the acquisition and installation of new emergency services radio equipment and related infrastructure (with interconnection for public safety and other operations of the City), (b) the acquisition, construction, furnishing and equipping of a new fire station to replace Fire Station No. 3, and, (c) the acquisition of fire equipment and apparatus, (the "2016 Public Safety Improvements"); and

WHEREAS, the City has previously issued:

- (a) \$4,340,000 of general obligation bonds for the purpose of paying the cost of a portion of the 2002 Public Safety Improvements (leaving a balance of \$75,000 of authorized but unissued bonds for 2002 Public Safety Improvements), and
- (b) \$2,835,000 of general obligation bonds for the purpose of paying the cost of a portion of the Cultural Arts Improvements (leaving a balance of \$63,000 of authorized but unissued bonds for the Cultural Arts Improvements), and
- (c) None of the general obligation bonds for the 2016 Public Safety Improvements; and

WHEREAS, it is hereby found and determined that it is necessary for the City at this time to issue the following:

- (a) \$75,000 of general obligation bonds for the purpose of paying the cost of a portion of the 2002 Public Safety Improvements (leaving a balance of \$0 of authorized but unissued bonds for the 2002 Public Safety Improvements), and
- (a) \$63,000 of general obligation bonds for the purpose of paying the cost of a portion of the Cultural Arts Improvements (leaving a balance of \$0 of authorized but unissued bonds for the Cultural Arts Improvements), and

## **RESOLUTION NO. 17-06**

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(b) \$14,500,000 of general obligation bonds for the purpose of paying the cost of a portion of the 2016 Public Safety Improvements (leaving a balance of \$0 of authorized but unissued bonds for the 2016 Public Safety Improvements).

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

SECTION 1. The City is hereby authorized to offer at competitive public sale \$14,638,000 principal amount of General Obligation Bonds, Series 2017-A (the "Bonds"), to provide funds for paying the portion of the costs of the improvements referred to in the recitals to this Resolution, the Bonds to be described in the Notice of Bond Sale to be prepared by the Finance Director, Springsted, Incorporated (the "Financial Advisor"), Gilmore & Bell, P.C. (the "Bond Counsel") and other officials and representatives of the City.

SECTION 2. The Finance Director, Financial Advisor, Bond Counsel and other officials and representatives of the City are hereby authorized to cause to be prepared a Preliminary Official Statement and to distribute and use such document in connection with the public sale of the Bonds.

SECTION 3. Bids for the purchase of the Bonds shall be submitted upon the terms and conditions to be set forth in said Notice of Bond Sale and shall be delivered to the City Council at its meeting to be held on the date of such sale, at which meeting the City Council shall review such bids and shall award the sale of the Bonds or reject all bids for the Bonds.

SECTION 4. For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the appropriate officers of the City are hereby authorized: (a) to approve the form of said Preliminary Official Statement; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

SECTION 5. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

SECTION 6. The Mayor, Finance Director, Financial Advisor, Bond Counsel and the other officials and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the public sale of the Bonds.

SECTION 7. This Resolution shall be in full force and effect from and after its adoption.

**RESOLUTION NO. 17-06**

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PASSED and ADOPTED by the City Council for the City of Lee's Summit, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Packet Information

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**File #:** 2017-1102, **Version:** 1

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May Bike & Walk Month

Issue/Request:

The Livable Streets Advisory Board has requested Mayor Rhoads to issue a proclamation designating May 2017 as Bike and Walk Month. The members plan to attend the meeting to accept the proclamation. The board is also working on other promotional materials and event planning during the month of May to support biking and walking activity.

# PROCLAMATION



**WHEREAS**, a lack of physical activity plays a leading role in rising rates of obesity, diabetes, and other health problems among children and adults; and

**WHEREAS**, bicycling and walking offers an opportunity to build activity into daily routine; and

**WHEREAS**, bicycling and walking is a viable and environmentally sound form of transportation and an excellent form of recreation; and

**WHEREAS**, walking allows the elderly and disabled to maintain their independence and promotes informal interactions between people thereby strengthening and enriching our neighborhoods; and

**WHEREAS**, millions of Missourians experience the joys of biking and walking through educational programs, races, commuting activities, charity events and just getting out and going for a ride or walk; and

**WHEREAS**, creating bicycle-friendly and walk-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and

**WHEREAS**, promoting greater public awareness of cycling and walking and safety education may help reduce accidents, injuries and fatalities; and

**WHEREAS**, all citizens have the right to safe streets, sidewalks and paths in their neighborhoods, business centers, schools, parks, and entertainment destinations.

**NOW, THEREFORE**, I, Randall L. Rhoads, by virtue of the authority vested in me as Mayor of the City of Lee's Summit, Missouri, do hereby proclaim the month of May 2017 as

## **BIKE AND WALK MONTH**

to encourage our citizens to reap the benefits of bicycling and walking and remind everyone to follow proper bicycle, pedestrian, and motorist rules to ensure the safety and comfort of all our users.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Lee's Summit, Missouri, this 4<sup>th</sup> day of May.

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**MAYOR RANDALL L. RHOADS**

## Packet Information

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**File #:** 2017-1131, **Version:** 1

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*Proclamation for National Historic Preservation Month*

Issue/Request:

The Lee's Summit Historic Preservation Commission has requested Mayor Rhoads to proclaim May 2017 as National Historic Preservation Month.



# PROCLAMATION



**WHEREAS**, historic preservation is an effective tool for preserving community history, managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and,

**WHEREAS**, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and,

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of our heritage that has shaped us as a people; and,

**WHEREAS**, “This Place Matters” is the nationwide theme for the National Trust for Historic Preservation that encourages people to celebrate the places that are meaningful to them and to their communities; and,

**WHEREAS**, in remembrance of Lee’s Summit’s history and notable historic figures, the Historic Preservation Commission is hosting a Walking Tour of Lee’s Summit historic homes listed on the National Register Districts on May 6, and a Strawberry Lawn Fete on May 14 to honor the Rock Island Corridor Group.

**NOW, THEREFORE**, by virtue of the authority vested in me as Mayor of the City of Lee’s Summit, Missouri, I hereby proclaim May 2017, as

## **NATIONAL HISTORIC PRESERVATION MONTH**

and encourage the people of Lee’s Summit to recognize and participate in these special events to enrich and preserve the history of our community.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Lee’s Summit, Missouri, this 4th day of May, 2017.

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**MAYOR RANDALL L. RHOADS**

## Packet Information

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**File #:** 2017-1153, **Version:** 1

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May 2017 Building Safety Month

Issue/Request:

The purpose of Building Safety Month is to bring awareness of the importance of building safe and resilient construction in our community and acknowledge the critical role of our communities' local code officials who assure us of safe, efficient and livable buildings.

# PROCLAMATION



**WHEREAS**, our City is committed to recognizing our growth and strength depends on the safety and economic value of the homes and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and,

**WHEREAS**, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry- who work year-round to ensure the safe construction of buildings; and,

**WHEREAS**, these guardians are dedicated members of the International Code Council, a U.S. based organization that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work worship, and play. These modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and,

**WHEREAS**, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities’ guardians of public safety - our local code officials - who assure us of safe, efficient and livable buildings that are essential to keep America great; and,

**WHEREAS**, “Code Officials – Partners in Community Safety and Economic Growth” the theme for Building Safety Month 2017, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies.

**NOW, THEREFORE**, by virtue of the authority vested in me as Mayor of the City of Lee’s Summit, Missouri, I hereby proclaim May 2017, as

## **BUILDING SAFETY MONTH**

and encourage our citizens to join with their neighbors and the community in showing appreciation for these unknown guardians; and to consider projects that help ensure safety in the built environment.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Lee’s Summit, Missouri, this 4th day of May, 2017.

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**MAYOR RANDALL L. RHOADS**

## Packet Information

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**File #:** 2017-1167, **Version:** 1

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National Public Works Week

Issue/Request:

In honor of National Public Works week Mayor Rhoads is proclaiming May 21 through May 27, 2017, as National Public Works Week.

# PROCLAMATION

**WHEREAS**, public works services provided in our community are an integral part of our citizens' everyday lives; and,

**WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as the Airport, water, sewers, streets and highways, and public buildings; and,

**WHEREAS**, the health, safety, and comfort of this community greatly depends on these facilities and services; and,

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and,

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the peoples' attitude and understanding of the importance of the work they perform; and,

**WHEREAS**, the year 2017 marks the 57th annual National Public Works Week sponsored by the American Public Works Association and this year's theme is "Public Works Connects Us".

**NOW, THEREFORE**, by virtue of the authority vested in me as Mayor of the City of Lee's Summit, do hereby proclaim the week of May 21 through May 27, 2017, as

## NATIONAL PUBLIC WORKS WEEK

and call upon our citizens and civic organizations to acquaint themselves with the issues involved in providing public services and to recognize the contributions made by public works officials each day to our health, safety, comfort, and quality of life.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Lee's Summit, Missouri, this 4th day of May, 2017.

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*MAYOR RANDALL L. RHOADS*

## Packet Information

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**File #:** 2017-1168, **Version:** 1

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National Drinking Water Week May 7 -13, 2017

Issue/Request:

In honor of National Drinking Water Week, Mayor Rhoads is proclaiming May 7-13, 2017 as National Drinking Water Week.



# PROCLAMATION



**WHEREAS**, water is our most valuable resource; and,

**WHEREAS**, only tap water delivers public health, safety, support for our economy and the quality of life we enjoy; and,

**WHEREAS**, any measure of a successful society – economic growth and diversity, productivity, fire protection and public health – are in some way related to access to safe water; and,

**WHEREAS**, we are all stewards of the water infrastructure upon which future generations depend; and,

**WHEREAS**, Lee's Summit Water Utilities is dedicated to providing reliable water and sanitary sewer services responsibly and efficiently for the health and safety of our community with exceptional customer service, integrity and pride; and,

**WHEREAS**, the American Water Works Association has designated the second week in May as Drinking Water Week for more than 35 years in acknowledgement of the vital role water plays in our daily lives.

**NOW, THEREFORE**, by virtue of the authority vested in me as Mayor of the City of Lee's Summit, Missouri, I hereby proclaim May 7 -13, 2017, as

## **DRINKING WATER WEEK**

in recognition and appreciation to Lee's Summit Water Utilities and water utility departments everywhere who ensure our communities have clean, safe drinking water every day.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Lee's Summit, Missouri, this 4th day of May, 2017.

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**MAYOR RANDALL L. RHOADS**

## Packet Information

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**File #:** 2017-1172, **Version:** 1

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Monica Meeks, Program Coordinator - Lee's Summit CARES

### 2017 Drug Take Back Presentation

Lee's Summit Drug Take Back Day was held on April 29, 2017 for the responsible disposal of medication.

This initiative addresses a vital public safety and public health issue. According to the U.S. Drug Enforcement Agency (DEA), medicines that languish in home cabinets are highly susceptible to diversion, misuse, and abuse. The DEA cites studies indicating that a majority of abused prescription drugs are obtained from family and friends, including the home medicine cabinet. Lee's Summit residents were encouraged dispose of medications responsibly and safely by taking them to one of four convenient collection sites from 10 a.m. to 2 p.m. By disposing of medication through this program, our water supply is kept clean.

Officers from the Lee's Summit Police Department and Jackson County Sheriff's Office were on hand to accept medication at these Lee's Summit locations:

- Lee's Summit Police Department: 10 NE Tudor Road
- Jackson County Sheriff's Office: 4001 NE Lakewood Court
- Lee's Summit Medical Center Main Entrance: 2100 SE Blue Parkway
- Saint Luke's East Diagnostic Center: 100 NE Saint Luke's Blvd.

Partners in this endeavor include:

- Lee's Summit CARES
- Lee's Summit Police Department
- Lee's Summit Water Department
- Jackson County Sheriff's Office, and
- Jackson County COMBAT

We would like to acknowledge the efforts of two City staff with Character Coins: Miranda Landstra with the Water Department and Nigel Woodberry from the Communications Department, for going above and beyond their job descriptions to create the Take-Back video.

Results of the event will be announced at the meeting.

For residents that were not able to participate on April 29, they can drop off medications year-round at permanent medication drop boxes in the lobbies of the Police and Sheriff's offices and in the Emergency Rooms of both Lee's Summit hospitals.

# CAN'T FLUSH THIS

## Drug Take-Back Permanent Drop-Boxes

**Jackson County Sheriff's Office:**  
4001 NE Lakewood Court

**Lee's Summit Police Department:**  
10 NE Tudor Road

**Lee's Summit Medical Center ER:**  
2100 SE Blue Parkway

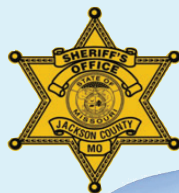
**Saint Luke's East ER:**  
100 NE Saint Luke's Blvd.

*Help keep our water  
supply clean and  
dispose of medications  
responsibly, safely and  
confidentially*

*We will accept both prescription  
and over-the-counter medication.  
No needles or inhalers.*

*Go to [LSCares.org](http://LSCares.org) or call the  
Jackson County Sheriff's Office at  
(816) 541-8017 for more information.*

SPONSORED BY:



Jackson County  
**COMBAT**

Save a life. Save a neighborhood.

**LS** WATER UTILITIES  
**LEE'S SUMMIT**



# CAN'T FLUSH THIS

Help keep our water supply clean and dispose of your unused or expired medications responsibly & safely

*Lee's Summit Drug Take-Back Day*  
**10 a.m. - 2 p.m. | Saturday, April 29**

*We will accept both prescription  
and over-the-counter medication.  
No needles or inhalers.*

SPONSORED BY:



## *Collection Sites:*

**Jackson County Sheriff's Office:** 4001 NE Lakewood Court

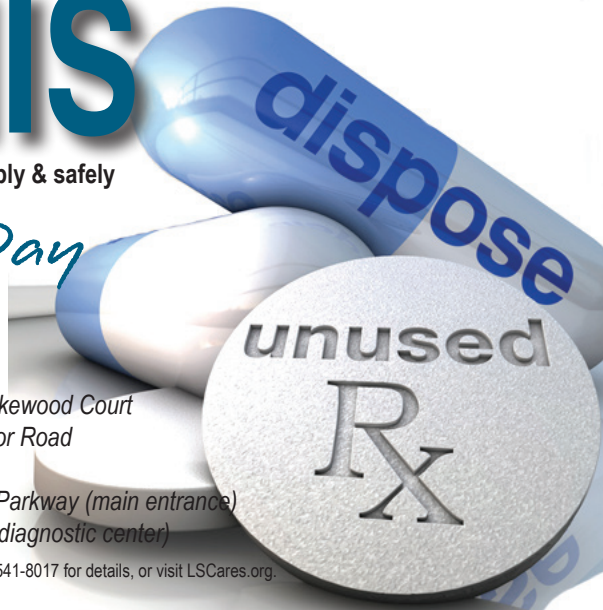
**Lee's Summit Police Department:** 10 NE Tudor Road

## **DRIVE-THROUGH LOCATIONS:**

**Lee's Summit Medical Center:** 2100 SE Blue Parkway (main entrance)

**Saint Luke's East:** 100 NE Saint Luke's Blvd. (diagnostic center)

These locations have year-round medication drop boxes. Call 816-541-8017 for details, or visit [LSCares.org](http://LSCares.org).





## Packet Information

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**File #:** 2017-1123, **Version:** 1

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**PUBLIC HEARING - Appl. #PL2017-033 - REZONING from CP-2 to R-1 and PRELIMINARY DEVELOPMENT PLAN** - approximately 9 acres located on the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr.; Chad & Joann Potter, applicant

Issue/Request:

The applicant proposes to rezone approximately 9 acres located at the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr. from CP-2 (Planned Community Commercial District) to R-1 (Single Family Residential). One single family home will be built on the proposed residential lot. The subject application also includes a preliminary development plan. Preliminary development plans typically do not accompany rezoning applications for R-1 zoning. However, the applicant requests a modification to the minimum required street frontage. The applicant proposes to gain access to this property from SW Raintree Pkwy by securing a 50' ingress/egress easement from the adjacent property owner, Raintree Lake Property Owners Association, Inc. (RLPOA). Modifications to the UDO can only be granted as part of a preliminary development plan application. Staff supports the requested modification.

Proposed City Council Motion: I move to direct staff present an ordinance approving **Appl. #PL2017-033 - REZONING from CP-2 to R-1 and PRELIMINARY DEVELOPMENT PLAN** - approximately 9 acres located on the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr.; Chad & Joann Potter, applicant

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

1. A modification shall be granted to the minimum 50' street frontage requirement, to allow the subject property to have no street frontage onto SW Raintree Pkwy. The subject property shall gain access to and from SW Raintree Pkwy via a permanent 50' ingress/egress easement obtained from the RLPOA. A copy of the recorded easement shall be provided to the City's Development Services Department.

Committee Recommendation: On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote on April 11, 2017 to recommend **APPROVAL** of Application PL2017-033, Rezoning from CP-2 to R-1 and Preliminary Development Plan: approximately 9 acres located on the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr.; Chad & Joann Potter, applicants; subject to staff's letter of April 7, 2017, specifically Recommendation Item 1.

**LEE'S SUMMIT PLANNING COMMISSION**

**Minutes of Tuesday, April 11, 2017**

The Tuesday, April 11, 2017, Lee's Summit Planning Commission meeting was called to order by Chairperson Norbury at 5:04 p.m., at City Council Chambers, 220 SE Green Street, Lee's Summit, Missouri.

**OPENING ROLL CALL:**

Chairperson Jason Norbury	Present	Mr. Herman Watson	Absent
Mr. Fred Delibero	Absent	Mr. Beto Lopez	Present
Mr. Donnie Funk	Present	Ms. Colene Roberts	Present
Mr. Fred DeMoro	Present	Brandon Rader	Present
Mr. Don Gustafson	Present		

Also present were: Hector Soto, Manager of Current Planning; Victoria Nelson, Staff Planner; Shannon McGuire, Staff Planner; Ryan Elam, Director of Development Center; Chris Hughey, Project Manager; Kent Monter, Development Engineering Manager; Nancy Yendes, Chief Council of Infrastructure; Jim Eden, Assistant Fire Chief; and Kim Brennan, Permit Tech.

**1. APPROVAL OF CONSENT AGENDA**

- A. Application #PL2017-015 - PRELIMINARY PLAT** - Winterset Valley, Lots 1411-1505 and Tracts B11-B20; Gale Communities, Inc., applicant
- B. Application #PL2016-173 - FINAL PLAT** - Winterset Valley, 11th Plat, Lots 1392A, 1411-1434 & Tract A11; Gale Communities, Inc., applicant
- C. Application #PL2017-011 - FINAL PLAT** - Eagle Creek, 15th Plat, Lots 661-707 and Tracts O, P and Q; Hunt Midwest Real Estate Development, Inc., applicant
- D. Application #PL2017-034 - FINAL PLAT** - Aldersgate Methodist Church, Lots 3-5 and Tract A; Engineering Solutions, LLC, applicant
- E. Application #PL2017-039 - VACATION OF EASEMENT** - 800 NE Woods Chapel Rd., QuikTrip No. 0208R; QuikTrip Corporation, applicant
- F. Minutes** of the March 28, 2017 Planning Commission meeting

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

**APPROVAL OF AGENDA:**

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

2. **Application #PL2017-033 - REZONING** from CP-2 to R-1 and **PRELIMINARY DEVELOPMENT PLAN** - approximately 9 acres located on the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr.; Chad & Joann Potter, applicant

Chairperson Norbury opened the hearing at 5:07 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. William Nedds of HDR stated that he was present on behalf of the applicants, Chad and Joann Potter. He displayed an aerial view of the property, pointing out the location of Raintree Drive. It was approximately 8.7 acres. The applicants had learned that when a property was annexed into a city, it retained its original land use designation. The Comprehensive Plan had designated it low-density residential, although the zoning had been CP-2. A proposed subdivision, Raintree Pointe, would be located to the west of the property, and the two subdivisions would have compatible architectural styles.

The applicants had requested a modification (Recommendation Item 1), based on the property being landlocked by the Raintree Lake Property Owners Association. It would have no street frontage, with the UDO requiring a minimum of 50 feet. They had acquired a 50-foot ingress and egress easement, in order to satisfy the intent of the UDO requirement. Mr. Nedds pointed out a water utility easement that already existed nearby. He also pointed out a proposed location for a home and its driveway connection to the access road.

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

Mr. McGuire entered Exhibit (A), list of exhibits 1-15 into the record. He confirmed that the applicant wanted to rezone the property from CP-2 to R-1. While rezoning applications did not typically accompany preliminary development plans; however, in this case the application needed a modification in order to satisfy the street frontage requirement and guarantee access to the development from SW Raintree Parkway. Modifications involving a UDO requirement were required to go through the PDP application process. Staff recommended approval subject to staff's Recommendation Item 1:

*A modification shall be granted to the minimum 50' street frontage requirement, to allow the subject property to have no street frontage onto SW Raintree Pkwy. The subject property shall gain access to and from SW Raintree Pkwy via a permanent 50' ingress/egress easement obtained from the RLPOA. A copy of the recorded easement shall be provided to the City's Development Services Department.*

Following Mr. McGuire's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. Seeing none, he then asked if the Commission had questions for the applicant or staff.

Chairperson Norbury asked if the property would be part of the RLPOA. Mr. Nedds answered that it would.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:14 p.m. and asked for discussion among the Commission members, or for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2017-033, Rezoning from CP-2 to R-1 and Preliminary Development Plan: approximately 9 acres located on the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr.; Chad & Joann Potter, applicants; subject to staff's letter of April 7, 2017, specifically Recommendation Item 1. Mr. Rader seconded.

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

On the motion of Mr. DeMoro, seconded by Mr. Rader, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2017-033, Rezoning from CP-2 to R-1 and Preliminary Development Plan: approximately 9 acres located on the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr.; Chad & Joann Potter, applicants; subject to staff's letter of April 7, 2017, specifically Recommendation Item 1.

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

## **PUBLIC COMMENTS**

There were no public comments at the meeting.

## **ROUNDTABLE**

There were no Roundtable items at the meeting.

## **ADJOURNMENT**

There being no further business, Chairperson Norbury adjourned the meeting at 5:19 p.m.

PC 041117

# City of Lee's Summit

## Development Services Department

April 7, 2017

TO: Planning Commission

FROM: Robert G. McKay, AICP, Director of Planning and Special Projects *My For R&M*

RE: **PUBLIC HEARING – Appl. #PL2017-033 – REZONING from CP-2 to R-1 and PRELIMINARY DEVELOPMENT PLAN** – approximately 9 acres located on the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr.; Chad & Joann Potter, applicant

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### Commentary

The applicant proposes to rezone approximately 9 acres located at the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr. from CP-2 (Planned Community Commercial District) to R-1 (Single Family Residential). One single family home will be built on the proposed residential lot. The subject application also includes a preliminary development plan. Preliminary development plans typically do not accompany rezoning applications for R-1 zoning. However, the applicant requests a modification to the minimum required street frontage. The applicant proposes to gain access to this property from SW Raintree Pkwy by securing a 50' ingress/egress easement from the adjacent property owner, Raintree Lake Property Owners Association, Inc. (RLPOA). Modifications to the UDO can only be granted as part of a preliminary development plan application. Staff supports the requested modification.

### Recommendation

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

1. A modification shall be granted to the minimum 50' street frontage requirement, to allow the subject property to have no street frontage onto SW Raintree Pkwy. The subject property shall gain access to and from SW Raintree Pkwy via a permanent 50' ingress/egress easement obtained from the RLPOA. A copy of the recorded easement shall be provided to the City's Development Services Department

### Project Information

**Proposed Use:** Single-family residential

**Current Zoning:** CP-2 (Planned Community Commercial District)

**Proposed Zoning:** R-1 (Single-Family Residential District)

**Land Area:** 8.71 acres

**Number of Lots:** 1

**Location:** East side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr.

**Surrounding zoning and use:**

**North:** CP-2 (Planned Community Commercial District)—undeveloped ground



**South:** CP-2 (Planned Community Commercial District)—undeveloped ground

**East:** M-291 Highway

**West (across SW Raintree Pkwy):** R-1 (Single-Family Residential),—vacant ground, proposed Raintree Pointe subdivision and Raintree Lake

## Background

- April 6, 1976 – The subject property was annexed into the city. The property was zoned C-2 in Cass County prior to annexation, which became C-1 (General Business District) upon annexation.
- November 1, 2001 – The property’s zoning was reclassified from C-1 to its current CP-2 zoning upon the Unified Development Ordinance (UDO) going into effect.

## Analysis of Rezoning

**Comprehensive Plan.** The subject area is identified as low-density residential in the 2005 Lee’s Summit Comprehensive Plan. The areas to the north, south, and west are shown as low-density residential. The area to the east is outside the city limits.

**Surrounding Uses.** The areas to the north and south are vacant, undeveloped properties zoned CP-2. The undeveloped area to the west is zoned R-1 and is the site of the proposed Raintree Pointe subdivision. The area to the east is M-291 Highway and Lake Winnebago.

**Recommendation.** Staff recommends approval of the rezoning from CP-2 to R-1. The rezoning is consistent with existing development in the area as well as the recommended land use for the area as shown in the 2005 Lee’s Summit Comprehensive Plan.

## Analysis of Preliminary Development Plan

**Minimum street frontage.** Modification requested. **Staff supports requested modification.**

- Proposed – The applicant proposes to gain access from SW Raintree Pkwy by securing a 50’ ingress/egress easement from the adjacent property owner, Raintree Lake Property Owners Association, Inc.
- Required – Each lot shall have a minimum of 50’ of frontage on a public or private street.
- Recommended – Staff supports the requested modification to the minimum street frontage requirement. The subject property is separated from SW Raintree Pkwy by property owned by the RLPOA, and so has no access to that street. A 50’ ingress/egress easement securing permanent access to SW Raintree Pkwy through the RLPOA property meets the intent of the UDO requirement.

## Code and Ordinance Requirements to be met Following Approval

*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.*

### Planning

1. A minor 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 minor plat unless security is provided in the manner set forth the UDO.

2. An electronic copy of the legal description shall be submitted. Microsoft Word document or selectable text PDF are the preferred file formats. The legal description can be emailed to the planner's email address.

**Engineering**

3. A private easement must be obtained for domestic water service along the access road. The location of the water meter should be shown within the right of way, and the private easement should be shown along the driveway.
4. The new sanitary sewer line to be installed along with the Raintree Pointe subdivision to the west of this development must be installed and a Certificate of Substantial Completion issued prior to platting.
5. A Land Disturbance Permit shall be obtained from the Development Services Department if ground-breaking will take place prior to issuance of a building permit.

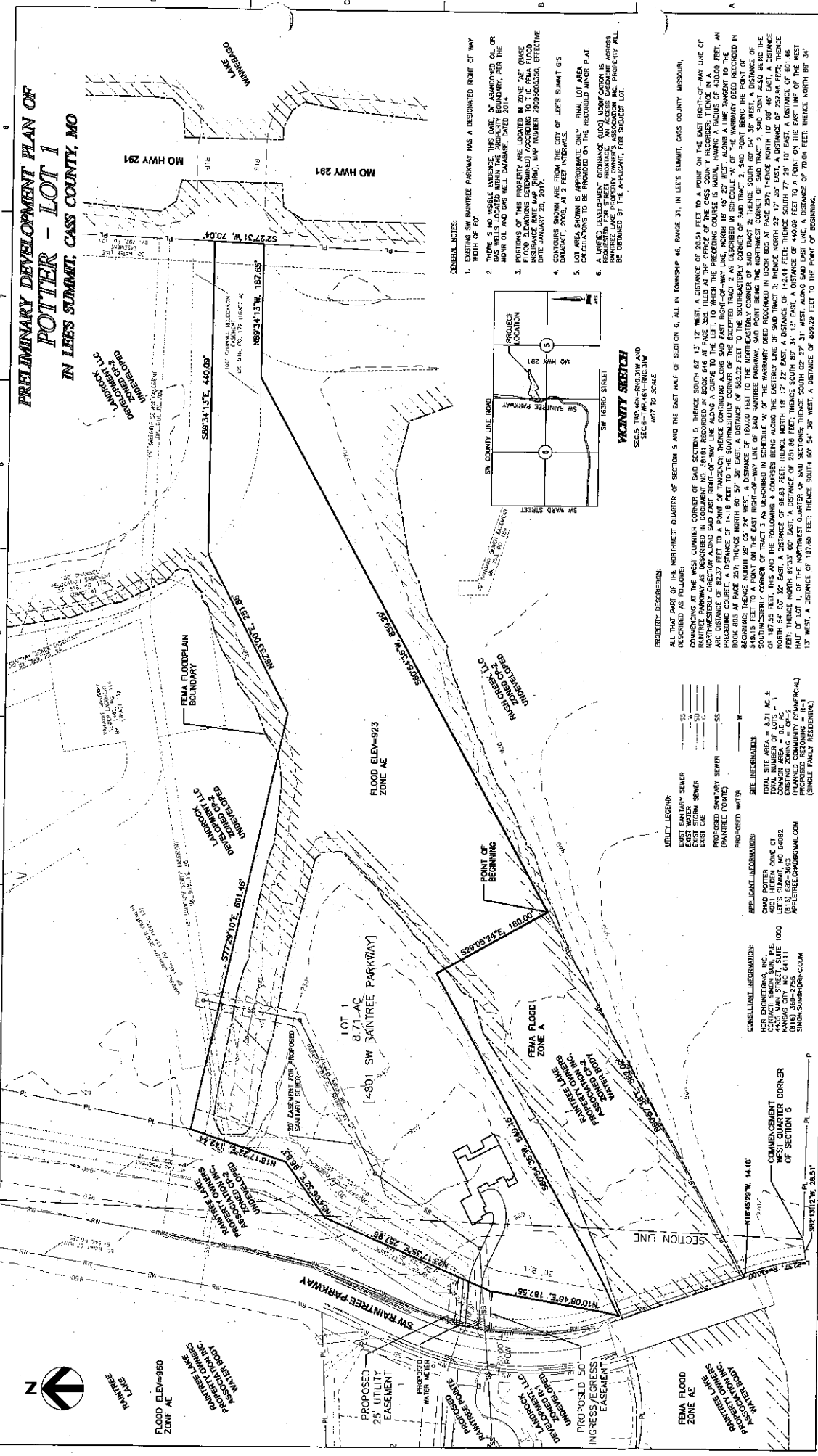
RGM/csm

Attachments:

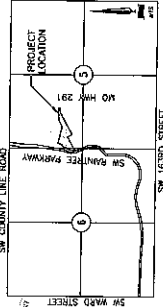
1. Rezoning Exhibit date stamped March 21, 2017—2 page
2. Single-Family Residential Compatibility Form, date stamped March 21, 2017—3 pages
3. Ingress/Egress Easement date stamped February 17, 2017 – 5 pages
4. Location Map



**PRELIMINARY DEVELOPMENT PLAN OF  
POTTER - LOT 1  
IN LEES SUMMIT, CASS COUNTY, MO**



- GENERAL NOTES:**
- EXISTING SW BAINTRÉE PARKWAY HAS A DESIGNATED RIGHT OF WAY WIDTH OF 60'.
  - THERE IS NO VISIBLE EVIDENCE, THIS DATE, OF ABANDONED OIL OR GAS WELLS OR MINERAL RIGHTS. THE DATE OF THE SURVEY, FOR THE MINOR OIL AND GAS WELL DATABASE, DATED 2014.
  - PORTIONS OF THIS PROPERTY ARE LOCATED IN ZONE 2C FLOOD FLOOD ELEVATIONS DETERMINED ACCORDING TO THE FEMA FLOOD MAP NUMBER 28050C0226, EFFECTIVE DATE JANUARY 20, 2017.
  - CONSIDER DRAWING AREA FROM THE SET OF LEES SUMMIT GIS DATABASE, 2008, AT 2 FEET INTERVALS.
  - LOT AREA SHOWN IS APPROXIMATE ONLY. FINAL LOT AREA CALCULATIONS TO BE PROVIDED ON THE RECORDED MINOR PLAT.
  - A UNIFIED DEVELOPMENT ORDINANCE (UDO) MODIFICATION IS REQUESTED FOR STREET FRONTAGE, AN ACCESS EASEMENT, ADDRESS REVISIONS, AND A ZONING VARIATION. THE UDO MODIFICATION WILL BE OBTAINED BY THE APPLICANT, FOR SUBJECT LOT.



**PROPERTY DESCRIPTION:**  
ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, ALL IN TOWNSHIP 46, RANGE 31, IN LEES SUMMIT, CASS COUNTY, MISSOURI, COMMENCING AT THE WEST CORNER OF SAID SECTION 6, THENCE SOUTH 89° 11' 17" WEST, A DISTANCE OF 282.9 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BAINTRÉE PARKWAY AS DESCRIBED IN DOCUMENT NO. 38181, RECORDED IN BOOK 448 AT PAGE 238, FROM SAID POINT TO THE POINT OF BEGINNING, THENCE NORTH 17° 22' 22" EAST, A DISTANCE OF 142.14 FEET, THENCE SOUTH 89° 11' 17" WEST, A DISTANCE OF 107.68 FEET, THENCE SOUTH 60° 54' 36" WEST, A DISTANCE OF 509.25 FEET TO THE POINT OF BEGINNING.

**LOCAL LEGEND:**

EXIST SANITARY SEWER	SS
EXIST WATER MAIN	WM
EXIST GAS	GM
PROPOSED SANITARY SEWER (PAINTRÉE POINT)	SS
PROPOSED WATER	WM

**APPLICANT INFORMATION:**  
CHAD POTTER  
4201 HIDDEN CREEK CT  
LEES SUMMIT, MO 64862  
APPL@LEESCHADONLINE.COM  
316.888.9299

**CONSULTANT INFORMATION:**  
HDR ENGINEERING, INC.  
CONTACT: SIMON SHIN, P.E.  
1482 MAIN STREET, SUITE 1000  
MANASSAS CITY, VA 20108  
(818) 569-9756  
SIMON.SHIN@HDR.COM

**PROJECT MANAGER:** SIMON SHIN

ISSUE DATE	DESCRIPTION
03-21-17	CITY RESUBMITAL
02-15-17	CITY SUBMITAL

**RECEIVED**  
10052127

**HDR**  
HDR ENGINEERING, INC.  
482 MAIN STREET, SUITE 1000  
MANASSAS CITY, VA 20108  
818.569.9756

**PROJECT ENGINEER:** WILL NEEDS

**PROJECT MANAGER:** SIMON SHIN

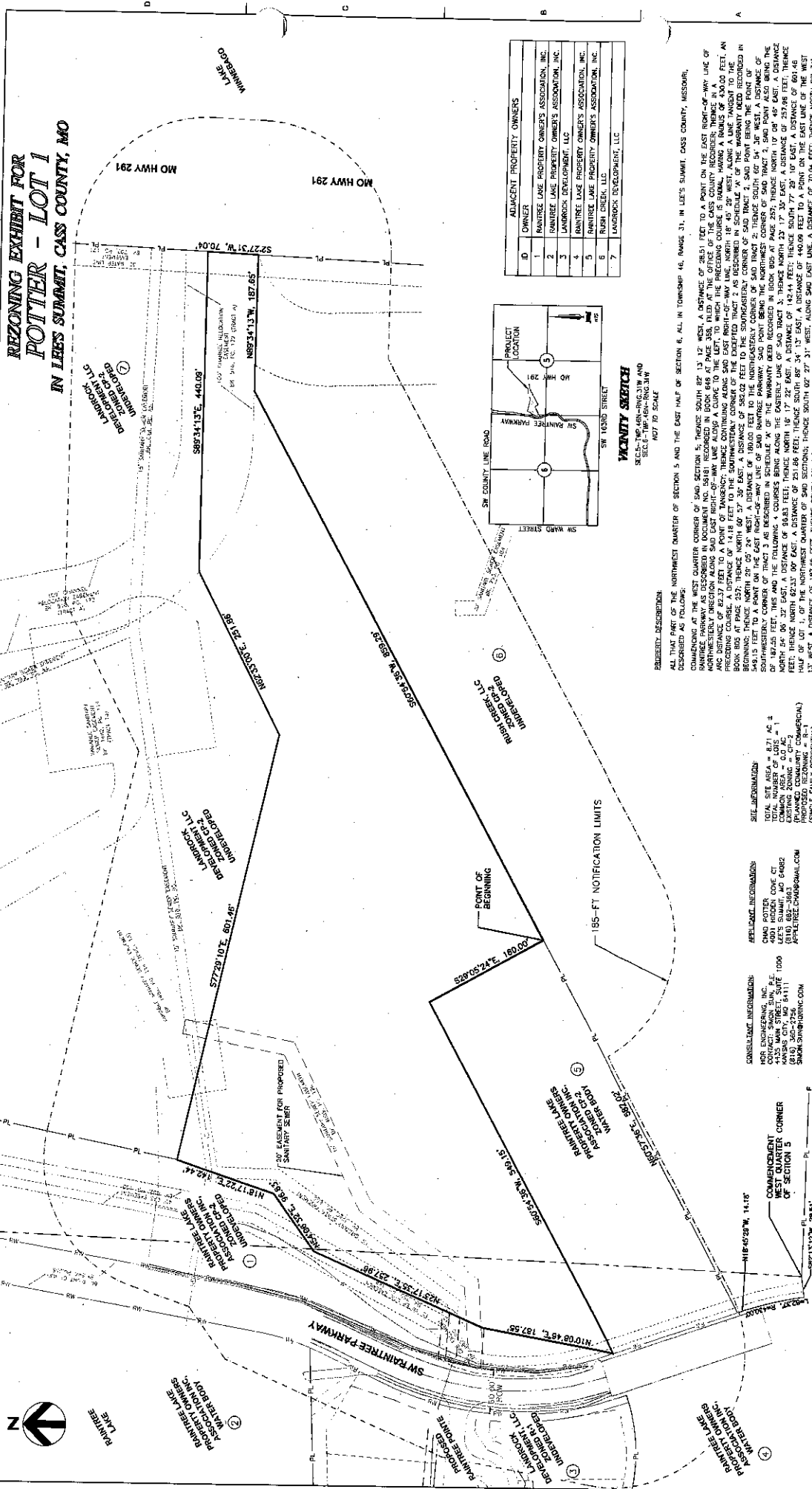
**PRELIMINARY DEVELOPMENT PLAN**  
CHAD POTTER  
POTTER - LOT 1  
LEES SUMMIT, CASS COUNTY, MISSOURI

**SCALE:** 1" = 60'  
SHEET: 1

**MAR 21 2017**  
Development Services

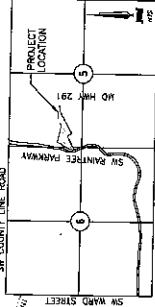
**- 2017 - 033**

REZONING EXHIBIT FOR  
**POTTER - LOT 1**  
 IN LEES SUMMIT, CASS COUNTY, MO



**ADJACENT PROPERTY OWNERS**

ID	OWNER
1	RAINTREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.
2	RAINTREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.
3	LANDROCK DEVELOPMENT, LLC
4	RAINTREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.
5	RAINTREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.
6	RUSH CREEK, LLC
7	LANDROCK DEVELOPMENT, LLC



**PROPERTY DESCRIPTION:**  
 ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 5 AND THE EAST HALF OF SECTION 6, ALL IN TOWNSHIP 46 N., RANGE 31 W., LEES SUMMIT, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:  
 WEST QUARTER CORNER OF SAID SECTION 5; THENCE SOUTH 82° 13' 12\"/>

**SITE INFORMATION:**  
 TOTAL SITE AREA = 87.1 AC. ±  
 COMMON AREA = 40.0 AC. ±  
 PLANNED REZONING = R-1 (SINGLE FAMILY RESIDENTIAL)

**CONSULTANT INFORMATION:**  
 HDR ENGINEERING, INC.  
 CONTACT: SIMON SUN, P.E.  
 4801 HICKORY  
 LEES SUMMIT, MO 64862  
 (816) 362-9256  
 SIMON.SUN@HDR.COM

**APPLICANT INFORMATION:**  
 CHAD POTTER  
 4801 HICKORY  
 LEES SUMMIT, MO 64862  
 CHAD.POTTER@CHADPOTTER.COM

PROJECT MANAGER	SIMON SUN
PROJECT ENGINEER	WILL INDO
ISSUE DATE	02-16-17
DESCRIPTION	CITY SUBMITTAL
PROJECT NUMBER	10050127

MS ENGINEERING INC.  
 485 MAIN STREET, SUITE 100  
 BRUNSWICK, MO 64811  
 BRUNSWICK, MO 64811



REZONING EXHIBIT  
 CHAD POTTER  
 POTTER - LOT 1  
 LEES SUMMIT, CASS COUNTY, MISSOURI



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 MAR 21 2017

- 2017 - 033



# LEE'S SUMMIT MISSOURI

## SINGLE FAMILY RESIDENTIAL COMPATIBILITY

All single-family detached developments shall include a statement of compatibility of the proposed development with adjacent, proposed or existing, developments based on the following considerations.

	Name of Plat <b>CHAD POTTER</b>	Adjacent Plat # 1 <b>RAINTREE POINTE</b>	Adjacent Plat # 2	Adjacent Plat # 3
Street Separation between the proposed development and the adjacent development		N/A		
Lots/Acreage	<u>1</u> Lots on <u>8.7</u> acres	7 lots on 3.1 ac		
Density	<u>0.11</u> Units per acre	2.26 units/ac		
Restrictions on types of fencing, parking of specific vehicles, dog runs and outbuildings	Raintree Lake Property Owner's Association, Inc. CCR's	Raintree Lake Property Owner's Association, Inc. CCR's		
Similarity of architectural style and character of structures, including front elevations, exterior materials and roof pitch	Similar style, same HOA	Similar style, same HOA		

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-2017-033

REVISED FEBRUARY 2014



# LEE'S SUMMIT MISSOURI

## SINGLE FAMILY RESIDENTIAL COMPATIBILITY

	Name of Plat CHAD POTTER	Adjacent Plat # 1 RAINTREE POINTE	Adjacent Plat # 2	Adjacent Plat # 3
<b>Classification and mixture of building types, including ranch, raised-ranch, split-level, multi-level, earth contact and two-story structures</b>	1.5 Story	Predominately ranch, 1.5 story, reverse 1.5-story, and two-story		
<b>Green space or common area, including areas, structures and amenities for the exclusive use and maintenance of homeowners of a subdivision.</b>	Access to HOA amenities	0.36 ac of common area, Future boat dock. Access to other HOA amenities.		
<b>Streetscape, include distinctive and aesthetic features of special street signage, street lighting fixtures, street trees, and other landscaping.</b>	N/A	LS Standard (Cobra street lights, LS street signs) Monuments.		
<b>Lot Width</b>	Range: _____ to _____ feet; Average: 659 ft.	70 to 82 +/- avg: 73 ft		





# LEE'S SUMMIT MISSOURI

## SINGLE FAMILY RESIDENTIAL COMPATIBILITY

	Name of Plat <b>CHAD POTTER</b>	Adjacent Plat # 1 <b>RAINTREE POINTE</b>	Adjacent Plat # 2	Adjacent Plat # 3
<b>Lot Area</b>	Range: _____ to _____ square feet; Average: 379408sq. ft.	11,000 to 16,500; 13,500 avg		
<b>Lot Depth</b>	Range: _____ to _____ feet; Average: 1595 ft.	125 to 160 140 avg		
<b>Lots Coverage/Yards/ Setbacks</b>	Setbacks: 30 front, 30 rear, 7.5 sides	30 front 30 rear 7.5 sides		
<b>Square footage of homes in Transition Areas measured by total finished floor area</b>	3,200 sf	2,100 sf		
<b>Minimum Floor Area Allowed; Actual Floor Area As Constructed</b>	Per HOE CCR's 1,800 sf (ranch) 2,050 sf (other types)	Per HOE CCR's 1,800 sf (ranch) 2,050 sf (other types)		
<b>Entrance Monumentation</b>	No	Yes		
<b>Overall Street and Lot Layout</b>	Single lot w/ access to Raintree Pkwy	cul-de-sac		

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FEB 17 2017

Planning & Codes Admin

-2017-085

-2017-033

COPY

**INGRESS/EGRESS EASEMENT**

THIS AGREEMENT, made this 16<sup>th</sup> day of FEBRUARY, 2017, by and between Raintree Lake Property Owner Association, Inc., **Grantor**, a Corporation organized and existing under the laws of the State of Missouri, and Chad and JoAnn Potter, individuals with a mailing address of 4001 SW Hidden Cove Ct, Jackson County, Lee's Summit, Missouri 64082, **Grantees**.

WITNESSETH, That the **Grantor**, in consideration of the sum of One Dollar (\$1.00) to it paid by the **Grantees**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto said **Grantees**, its successors and assigns, a Permanent Access Easement for use as access to install, construct, maintain and use as a roadway on, over, along, and across the following described tracts of land lying, being and situated in the County of Cass, and the State of Missouri, to wit:

(See Attached, Pages 3 - 5), (It is understood by the parties that, as a matter of law, this is an easement of necessity.)

**Grantor** agrees not to obstruct or interfere with Grantee's use of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with maintenance or access through said easement, or causing or allowing to be erected, any building or structure on said easement.

**Grantor**, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

**Grantee** agrees to maintain driveway and associated easement in perpetuity and that any land disturbance will be returned to a fully restored and mowable condition.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anyway appertaining, unto the said Grantees and unto its successors and assigns forever.

IN WITNESS WHEREOF, **Grantor**, a Corporation which has no seal, has caused these presents to be signed by its President and attested by its Secretary, this 16 day of February, 2017:

Raintree Lake Property Owners Association, Inc.:

By: [Signature]  
Signature

JEFF J SOWINSKI, President  
[Printed name and title]

ATTEST:

NO SEAL

[Signature]  
Secretary

Jenifer Smith Bolin  
Printed name

ACKNOWLEDGMENT

STATE OF MISSOURI  
COUNTY OF Jackson

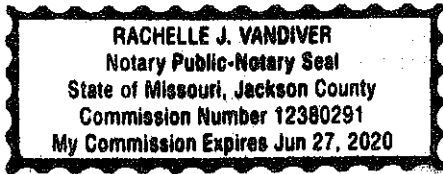
-2017-033

-2017-035

On this 16 day of February, 2017, before me appeared Jeff Sowinski (name), to me personally known, who, being by me duly sworn did say that he or she is the President (position) of Raintree Lake Property Owners Assoc. (name of corporation), and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said Jeff Sowinski (name) acknowledged said instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

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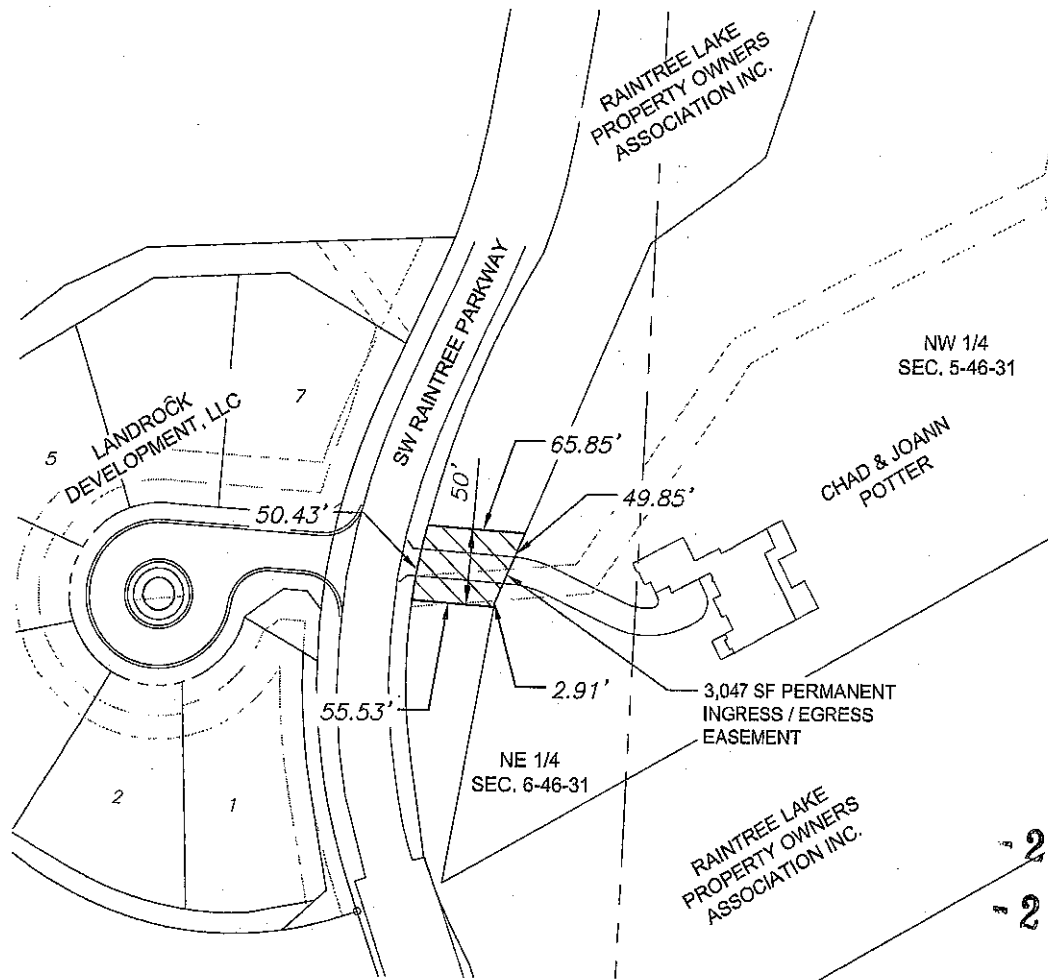
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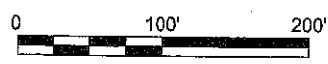
Rachelle J Vandiver  
Notary Public Signature

Planning & Codes Admin

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-2017-035



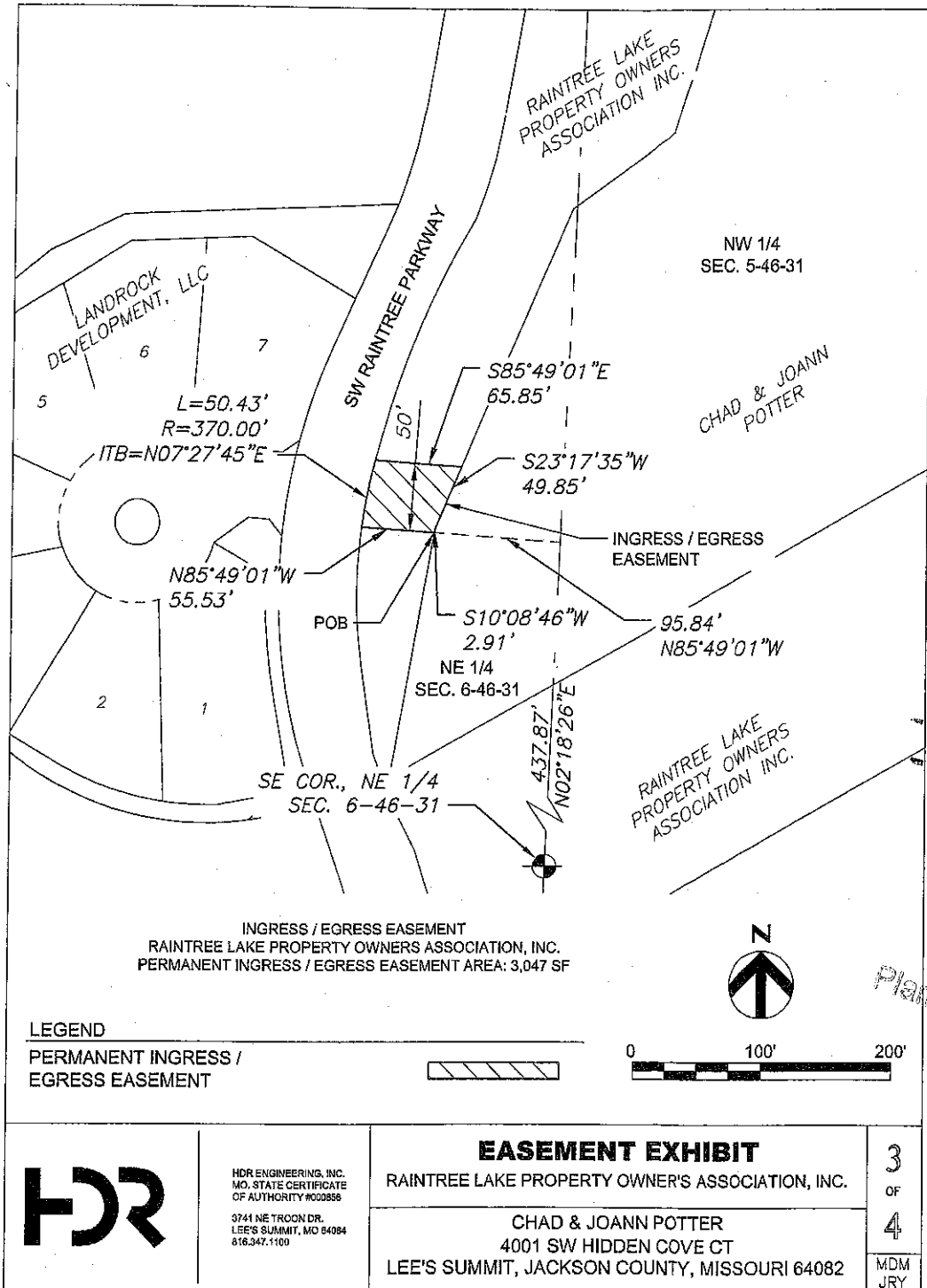
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FEB 17 2017

Planning & Codes Admin

**INGRESS / EGRESS EASEMENT  
COORDINATION EXHIBIT**

**COPY**

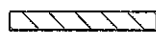


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 2017-035  
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**LEGEND**

PERMANENT INGRESS /  
 EGRESS EASEMENT



HDR ENGINEERING, INC.  
 MO. STATE CERTIFICATE  
 OF AUTHORITY #000856  
 3741 NE TRICON DR.  
 LEE'S SUMMIT, MO 64084  
 816.347.1100

**EASEMENT EXHIBIT**

RAINTREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.

CHAD & JOANN POTTER  
 4001 SW HIDDEN COVE CT  
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64082

3  
 OF  
 4  
 MDM  
 JRY

**PERMANENT INGRESS / EGRESS EASEMENT:**

All that part of the Northeast Quarter of Section 6, Township 46 North, Range 31 West, Cass County, Missouri, more particularly described as follows:

Commencing at the southeast corner the Northeast Quarter of said Section 6; thence N02°18'26"E, along the east line thereof, 437.87 feet; thence departing said east line, N85°49'01"W, 95.84 feet to the Point of Beginning; thence continue N85°49'01"W, 55.53 feet to the east right of way line of Raintree Parkway; thence along said right of way line, northerly on a curve to the right having an initial tangent bearing of N07°27'45"E and a radius of 370.00 feet, an arc distance of 50.43 feet; thence departing said right of way line S85°49'01"E, 65.85 feet; thence S23°17'35"W, 49.85 feet; thence S10°08'46"W, 2.91 feet to the Point of Beginning.


Containing 3,047 square feet, more or less.

-2017-033  
-2017-035

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FEB 17 2017

Planning & Codes Admin

	HDR ENGINEERING, INC. MO. STATE CERTIFICATE OF AUTHORITY #000858  3741 NE TROON DR. LEE'S SUMMIT, MO 64084 816.347.1100	<b>EASEMENT EXHIBIT</b>	4 OF 4 MDM JRY
		RAINTREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.  CHAD & JOANN POTTER 4001 SW HIDDEN COVE CT LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64082	

COPY



**Appl. #PL2017-033 – REZONING (CP-2 to R-1) &  
PRELIMINARY DEVELOPMENT PLAN  
4801 SW Raintree Pkwy  
Chad & Joann Potter, applicants**



## Packet Information

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**File #:** BILL NO. 17-98, **Version:** 1

---

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM CP-2 TO R-1 ON APPROXIMATELY 9 ACRES LOCATED ON THE EAST SIDE OF SW RAIN TREE PKWY APPROXIMATELY 1/3 MILE SOUTH OF SW RAIN TREE DR. FOR THE PROPOSED POTTER LOT 1 SUBDIVISION, AND APPROVING A PRELIMINARY DEVELOPMENT PLAN, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM CP-2 TO R-1 ON APPROXIMATELY 9 ACRES LOCATED ON THE EAST SIDE OF SW RAIN TREE PKWY APPROXIMATELY 1/3 MILE SOUTH OF SW RAIN TREE DR. FOR THE PROPOSED POTTER LOT 1 SUBDIVISION, AND APPROVING A PRELIMINARY DEVELOPMENT PLAN, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM CP-2 TO R-1 ON APPROXIMATELY 9 ACRES LOCATED ON THE EAST SIDE OF SW RAIN TREE PKWY APPROXIMATELY 1/3 MILE SOUTH OF SW RAIN TREE DR. FOR THE PROPOSED POTTER LOT 1 SUBDIVISION, AND APPROVING A PRELIMINARY DEVELOPMENT PLAN, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

## **BILL NO. 17-98**

---

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM CP-2 TO R-1 ON APPROXIMATELY 9 ACRES LOCATED ON THE EAST SIDE OF SW RAINTREE PKWY APPROXIMATELY 1/3 MILE SOUTH OF SW RAINTREE DR. FOR THE PROPOSED POTTER LOT 1 SUBDIVISION, AND APPROVING A PRELIMINARY DEVELOPMENT PLAN, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2017-033 requesting a change in zoning classification from District CP-2 (Planned Community Commercial District) to District R-1 (Single Family Residential District) on approximately 9 acres located on the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr. for the proposed Potter Lot 1 subdivision, and requesting approval of a preliminary development plan, submitted by Chad and Joann Potter, 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 April 11, 2017, and rendered a report to the City Council recommending that the zoning requested and 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 May 4, 2017, and rendered a decision to rezone said property and 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 the following described property is hereby rezoned from District CP-2 to District R-1:

*ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 5 AND THE EAST HALF OF SECTION 6, ALL IN TOWNSHIP 46 NORTH, RANGE 31 WEST, LEE'S SUMMIT, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5; THENCE S82°13'12"W, 28.51 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RAINTREE PARKWAY AS DESCRIBED IN DOCUMENT NO. 58181 RECORDED IN BOOK 646 AT PAGE 358, FILED AT THE OFFICE OF THE CASS COUNTY RECORDER; THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID EAST RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, TO WHICH THE PRECEDING COURSE IS RADIAL, HAVING A RADIUS OF 430.00 FEET, AN ARC DISTANCE OF 82.37 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, N18°45'29"W, ALONG A LINE TANGENT TO THE PRECEDING COURSE, 14.18 FEET TO THE SOUTHWESTERLY CORNER OF THE EXCEPTED TRACT 2 AS DESCRIBED IN SCHEDULE "A" OF THE WARRANTY DEED RECORDED IN BOOK 805 AT PAGE 257; THENCE N60°54'36"E, 582.02 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT 2 AND THE POINT OF BEGINNING; THENCE N29°05'24"W, 180.00 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT 2; THENCE S60°54'36"W, 549.15 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID RAINTREE PARKWAY, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT 2 AND THE SOUTHWESTERLY CORNER OF TRACT 3 AS DESCRIBED IN SCHEDULE "A" OF THE WARRANTY DEED RECORDED IN BOOK 805 AT PAGE 257; THENCE ALONG THE EASTERLY LINE OF SAID TRACT 3, N10°08'46"E, 187.55 FEET; THENCE N23°17'35"E, 257.96 FEET; THENCE N54°06'32"E, 96.83 FEET; THENCE N18°17'22"E, 142.44 FEET; THENCE DEPARTING THE EASTERLY LINE OF*

**BILL NO. 17-98**

---

SAID TRACT 3, S77°29'10"E, 601.46 FEET; THENCE N62°33'00"E, 251.86 FEET; THENCE S89°34'13"E, 440.09 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE S02°27'31"W, ALONG SAID EAST LINE, 70.04 FEET; THENCE DEPARTING SAID EAST LINE, N89°34'13"W, 187.65 FEET; THENCE S60°54'36"W, 859.29 FEET TO THE POINT OF BEGINNING. CONTAINING 379,384 SQUARE FEET, MORE OR LESS.

SECTION 2. That development shall be in accordance with the preliminary development plan dated March 21, 2017 appended hereto and made a part hereof.

SECTION 3. That the following conditions of approval apply:

1. A modification shall be granted to the minimum 50' street frontage requirement, to allow the subject property to have no street frontage onto SW Raintree Pkwy. The subject property shall gain access to and from SW Raintree Pkwy via a permanent 50' ingress/egress easement obtained from the Raintree Lake Property Owners Association.
2. Development shall be in accordance with the preliminary development plan, date stamped March 21, 2017.

SECTION 4. That in granting modifications listed herein, the Governing Body concludes that the development will provide sustainable value to the City, incorporates sound planning principles and design elements that are compatible with surrounding properties and consistent through the proposed project, effectively utilize the land upon which the development is proposed, and further the goals, spirit and intent of the Unified Development Ordinance.

SECTION 5. Nonseverability. That 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 6. 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 7. 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 \_\_\_\_\_, 2017.

---

Mayor *Randall L. Rhoads*

**BILL NO. 17-98**

---

ATTEST:

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

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# City of Lee's Summit

## Development Services Department

April 7, 2017

TO: Planning Commission  
FROM: Robert G. McKay, AICP, Director of Planning and Special Projects  
RE: **PUBLIC HEARING – Appl. #PL2017-033 – REZONING from CP-2 to R-1 and PRELIMINARY DEVELOPMENT PLAN** – approximately 9 acres located on the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr.; Chad & Joann Potter, applicant

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### Commentary

The applicant proposes to rezone approximately 9 acres located at the east side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr. from CP-2 (Planned Community Commercial District) to R-1 (Single Family Residential). One single family home will be built on the proposed residential lot. The subject application also includes a preliminary development plan. Preliminary development plans typically do not accompany rezoning applications for R-1 zoning. However, the applicant requests a modification to the minimum required street frontage. The applicant proposes to gain access to this property from SW Raintree Pkwy by securing a 50' ingress/egress easement from the adjacent property owner, Raintree Lake Property Owners Association, Inc. (RLPOA). Modifications to the UDO can only be granted as part of a preliminary development plan application. Staff supports the requested modification.

### Recommendation

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

1. A modification shall be granted to the minimum 50' street frontage requirement, to allow the subject property to have no street frontage onto SW Raintree Pkwy. The subject property shall gain access to and from SW Raintree Pkwy via a permanent 50' ingress/egress easement obtained from the RLPOA. A copy of the recorded easement shall be provided to the City's Development Services Department.

### Project Information

**Proposed Use:** Single-family residential

**Current Zoning:** CP-2 (Planned Community Commercial District)

**Proposed Zoning:** R-1 (Single-Family Residential District)

**Land Area:** 8.71 acres

**Number of Lots:** 1

**Location:** East side of SW Raintree Pkwy approximately 1/3 mile south of SW Raintree Dr.

**Surrounding zoning and use:**

**North:** CP-2 (Planned Community Commercial District)—undeveloped ground



**South:** CP-2 (Planned Community Commercial District)—undeveloped ground

**East:** M-291 Highway

**West (across SW Raintree Pkwy):** R-1 (Single-Family Residential),—vacant ground, proposed Raintree Pointe subdivision and Raintree Lake

## Background

- April 6, 1976 – The subject property was annexed into the city. The property was zoned C-2 in Cass County prior to annexation, which became C-1 (General Business District) upon annexation.
- November 1, 2001 – The property's zoning was reclassified from C-1 to its current CP-2 zoning upon the Unified Development Ordinance (UDO) going into effect.

## Analysis of Rezoning

**Comprehensive Plan.** The subject area is identified as low-density residential in the 2005 Lee's Summit Comprehensive Plan. The areas to the north, south, and west are shown as low-density residential. The area to the east is outside the city limits.

**Surrounding Uses.** The areas to the north and south are vacant, undeveloped properties zoned CP-2. The undeveloped area to the west is zoned R-1 and is the site of the proposed Raintree Pointe subdivision. The area to the east is M-291 Highway and Lake Winnebago.

**Recommendation.** Staff recommends approval of the rezoning from CP-2 to R-1. The rezoning is consistent with existing development in the area as well as the recommended land use for the area as shown in the 2005 Lee's Summit Comprehensive Plan.

## Analysis of Preliminary Development Plan

**Minimum street frontage.** Modification requested. **Staff supports requested modification.**

- Proposed – The applicant proposes to gain access from SW Raintree Pkwy by securing a 50' ingress/egress easement from the adjacent property owner, Raintree Lake Property Owners Association, Inc.
- Required – Each lot shall have a minimum of 50' of frontage on a public or private street.
- Recommended – Staff supports the requested modification to the minimum street frontage requirement. The subject property is separated from SW Raintree Pkwy by property owned by the RLPOA, and so has no access to that street. A 50' ingress/egress easement securing permanent access to SW Raintree Pkwy through the RLPOA property meets the intent of the UDO requirement.

## Code and Ordinance Requirements to be met Following Approval

*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.*

### **Planning**

1. A minor 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 minor plat unless security is provided in the manner set forth the UDO.

2. An electronic copy of the legal description shall be submitted. Microsoft Word document or selectable text PDF are the preferred file formats. The legal description can be emailed to the planner's email address.

**Engineering**

3. A private easement must be obtained for domestic water service along the access road. The location of the water meter should be shown within the right of way, and the private easement should be shown along the driveway.
4. The new sanitary sewer line to be installed along with the Raintree Pointe subdivision to the west of this development must be installed and a Certificate of Substantial Completion issued prior to platting.
5. A Land Disturbance Permit shall be obtained from the Development Services Department if ground-breaking will take place prior to issuance of a building permit.

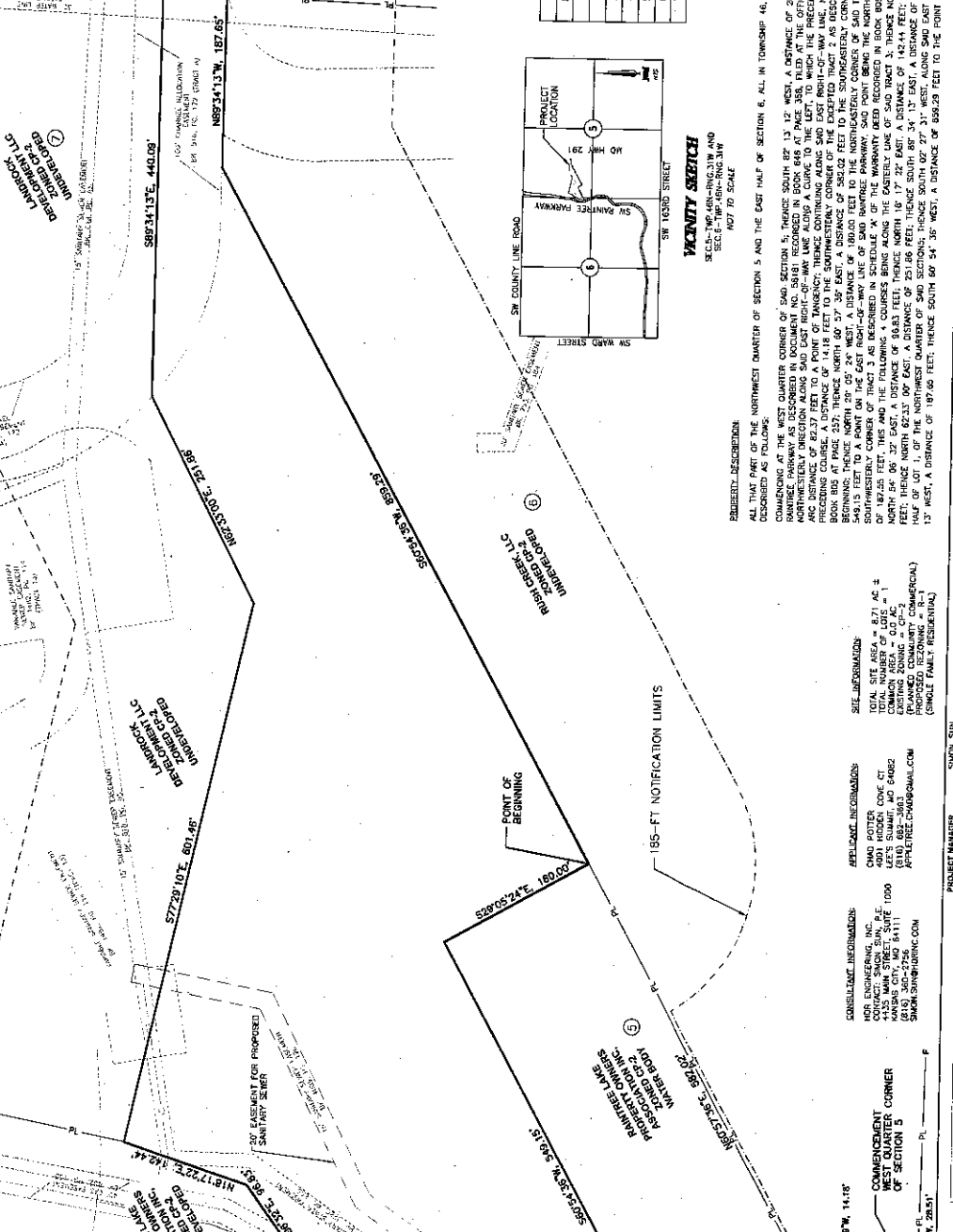
RGM/csm

Attachments:

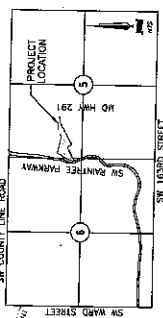
1. Rezoning Exhibit date stamped March 21, 2017—2 page
2. Single-Family Residential Compatibility Form, date stamped March 21, 2017—3 pages
3. Ingress/Egress Easement date stamped February 17, 2017 – 5 pages
4. Location Map



**REZONING EXHIBIT FOR  
POTTER - LOT 1  
IN LEES SUMMIT, CASS COUNTY, MO**



ID	OWNER	ADJACENT PROPERTY OWNERS
1	RAIN TREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.	
2	RAIN TREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.	
3	LANDROCK DEVELOPMENT, LLC	
4	RAIN TREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.	
5	RAIN TREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.	
6	RUSH CREEK, LLC	
7	LANDROCK DEVELOPMENT, LLC	



**VICINITY SKETCH**  
SECTION 5, TOWNSHIP 46 N AND  
SECTION 36 R, RANGE 31 W

**PROJECT DESCRIPTION:**  
ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 5 AND THE EAST HALF OF SECTION 6, ALL IN TOWNSHIP 46 N, RANGE 31 W, LEES SUMMIT, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THE WEST QUARTER CORNER OF SAID SECTION 5; THENCE SOUTH 82° 13' 12\"/>

**SEE INFORMATION:**  
TOTAL SITE AREA = 87.1 AC ±  
COMMON AREA = 40.1 AC ±  
PLANNED REZONING = R-1  
(SINGLE FAMILY RESIDENTIAL)

**CONSULTANT INFORMATION:**  
HR ENGINEERING, INC.  
CONTACT: SIMON SUN, P.E.  
4801 HICKORY  
LEES SUMMIT, MO 64062  
(816) 362-9756  
SIMON.SUN@HRINC.COM

PROJECT MANAGER	WILL INDO
PROJECT ENGINEER <td></td>	
ISSUE DATE <td>DESCRIPTION </td>	DESCRIPTION
A. 02-16-17	CITY SUBMITTAL
B. 03-21-17	CITY RESUBMITTAL
C. 03-21-17	CITY RESUBMITTAL
PROJECT NUMBER	10305127



HR ENGINEERING, INC.  
4801 HICKORY STREET, SUITE 100  
LEES SUMMIT, MO 64062  
(816) 362-9756

**REZONING EXHIBIT**

**CHAD POTTER  
POTTER - LOT 1**

LEES SUMMIT, CASS COUNTY, MISSOURI

SCALE 1"=50'  
FLEXFRAME Potter PDF.dwg  
SHEET 1

MAR 21 2017

- 2017 - 033

Development Services

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FEB 17 2017

Planning & Codes Admin

-2017-085

-2017-033

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**INGRESS/EGRESS EASEMENT**

THIS AGREEMENT, made this 16<sup>th</sup> day of FEBRUARY, 2017, by and between Raintree Lake Property Owner Association, Inc., **Grantor**, a Corporation organized and existing under the laws of the State of Missouri, and Chad and JoAnn Potter, individuals with a mailing address of 4001 SW Hidden Cove Ct, Jackson County, Lee's Summit, Missouri 64082, **Grantees**.

WITNESSETH, That the **Grantor**, in consideration of the sum of One Dollar (\$1.00) to it paid by the **Grantees**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto said **Grantees**, its successors and assigns, a Permanent Access Easement for use as access to install, construct, maintain and use as a roadway on, over, along, and across the following described tracts of land lying, being and situated in the County of Cass, and the State of Missouri, to wit:

(See Attached, Pages 3 - 5), (It is understood by the parties that, as a matter of law, this is an easement of necessity.)

**Grantor** agrees not to obstruct or interfere with Grantee's use of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with maintenance or access through said easement, or causing or allowing to be erected, any building or structure on said easement.

**Grantor**, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

**Grantee** agrees to maintain driveway and associated easement in perpetuity and that any land disturbance will be returned to a fully restored and mowable condition.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anyway appertaining, unto the said **Grantees** and unto its successors and assigns forever.

IN WITNESS WHEREOF, **Grantor**, a Corporation which has no seal, has caused these presents to be signed by its President and attested by its Secretary, this 16 day of February, 2017:

Raintree Lake Property Owners Association, Inc.:

By: [Signature]  
Signature

JEFF J SOWINSKI, President  
[Printed name and title]

ATTEST:

NO SEAL

[Signature]  
Secretary

Jenifer Smith Bolin  
Printed name

ACKNOWLEDGMENT

STATE OF MISSOURI  
COUNTY OF Jackson

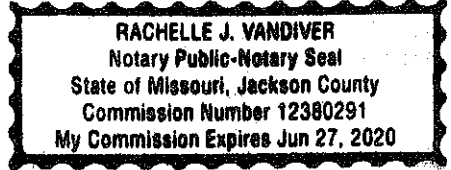
-2017-033

-2017-035

On this 16 day of February, 2017, before me appeared Jeff Sowinski (name), to me personally known, who, being by me duly sworn did say that he or she is the President (position) of Raintree Lake Property Owners Assoc. (name of corporation), and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said Jeff Sowinski (name) acknowledged said instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

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FEB 17 2017

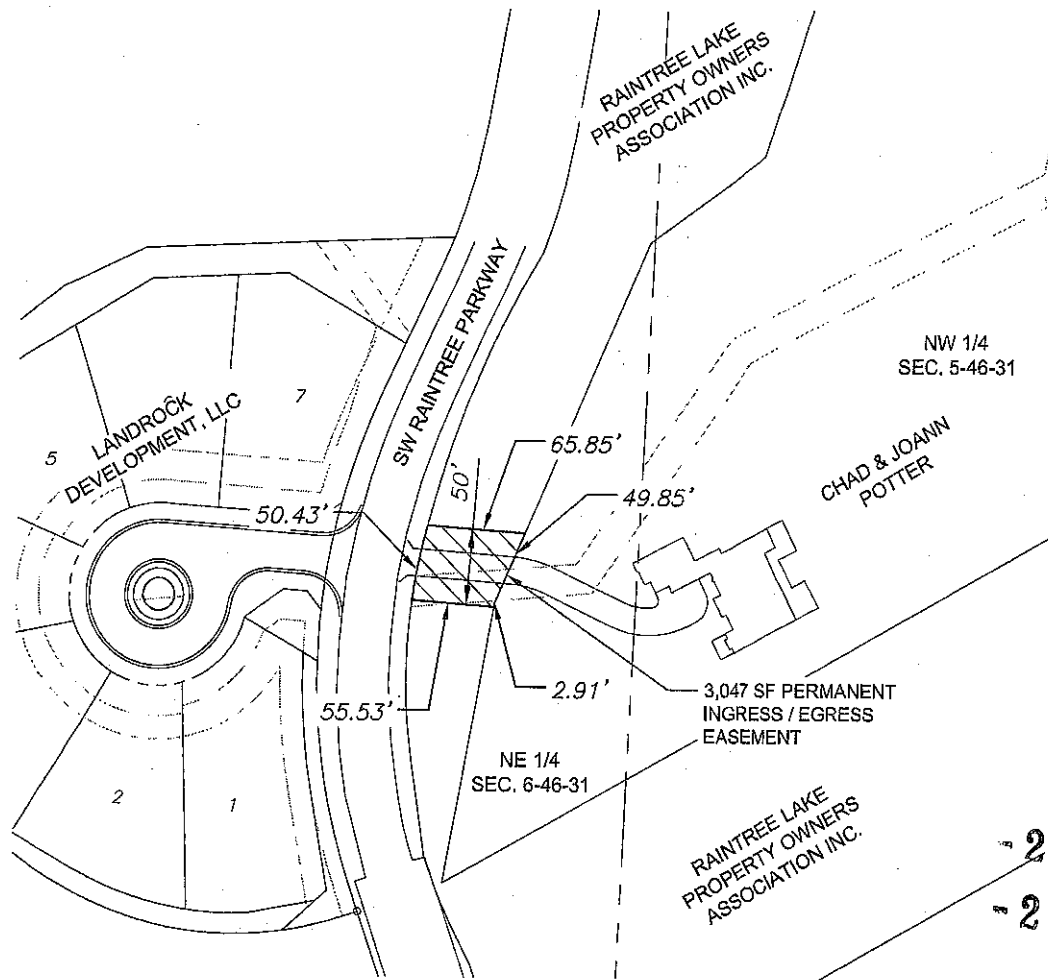


Rachelle J Vandiver  
Notary Public Signature

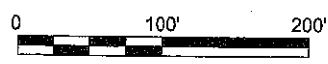
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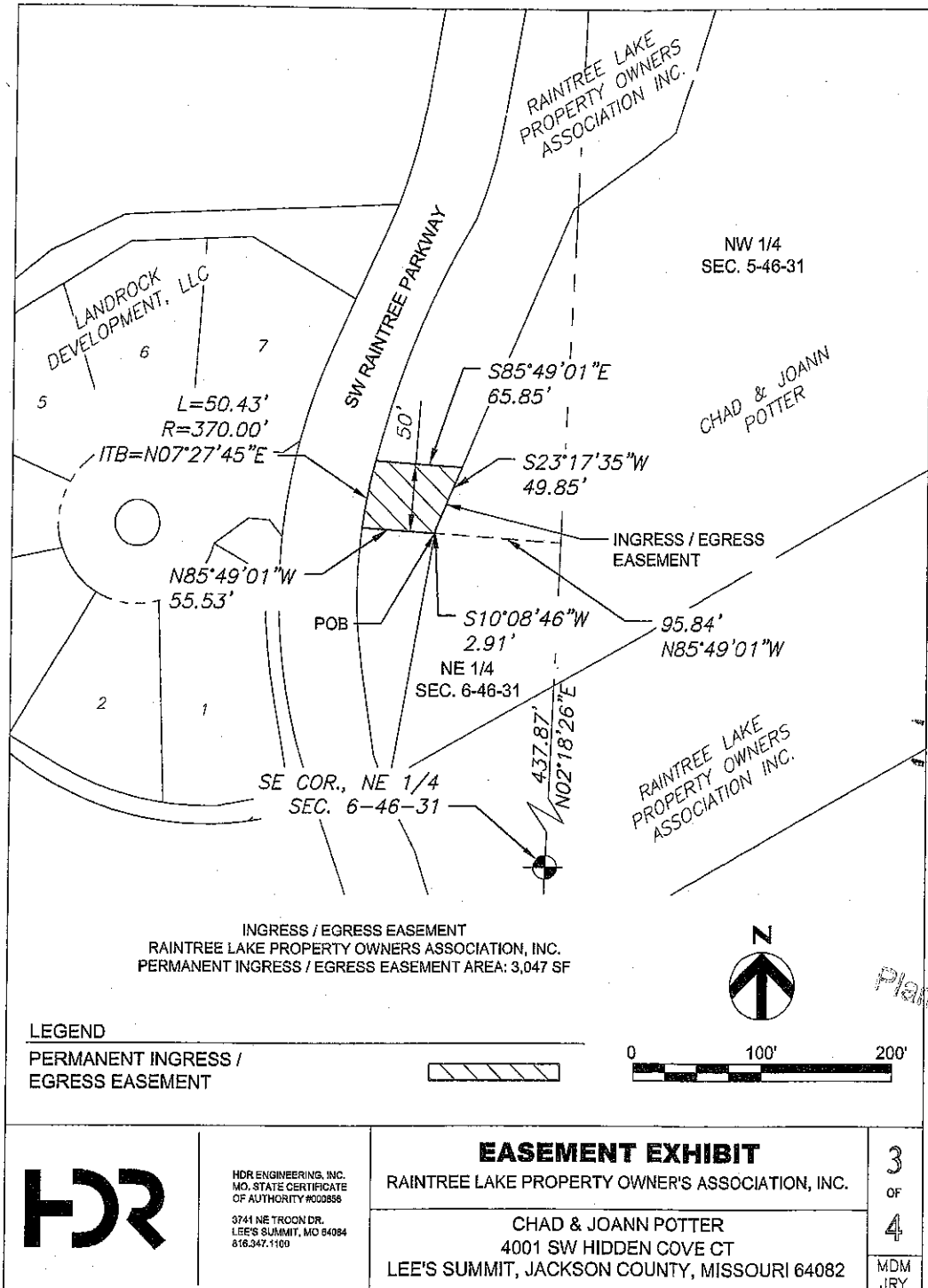
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**INGRESS / EGRESS EASEMENT  
COORDINATION EXHIBIT**

**COPY**



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HDR ENGINEERING, INC.  
 MO. STATE CERTIFICATE  
 OF AUTHORITY #000856  
 3741 NE TRICON DR.  
 LEE'S SUMMIT, MO 64084  
 816.347.1100

**EASEMENT EXHIBIT**  
 RAINTREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.

CHAD & JOANN POTTER  
 4001 SW HIDDEN COVE CT  
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64082

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 OF  
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 MDM  
 JRY

**PERMANENT INGRESS / EGRESS EASEMENT:**

All that part of the Northeast Quarter of Section 6, Township 46 North, Range 31 West, Cass County, Missouri, more particularly described as follows:

Commencing at the southeast corner the Northeast Quarter of said Section 6; thence N02°18'26"E, along the east line thereof, 437.87 feet; thence departing said east line, N85°49'01"W, 95.84 feet to the Point of Beginning; thence continue N85°49'01"W, 55.53 feet to the east right of way line of Raintree Parkway; thence along said right of way line, northerly on a curve to the right having an initial tangent bearing of N07°27'45"E and a radius of 370.00 feet, an arc distance of 50.43 feet; thence departing said right of way line S85°49'01"E, 65.85 feet; thence S23°17'35"W, 49.85 feet; thence S10°08'46"W, 2.91 feet to the Point of Beginning.


Containing 3,047 square feet, more or less.

-2017-033  
-2017-035

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FEB 17 2017

Planning & Codes Admin

	HDR ENGINEERING, INC. MO. STATE CERTIFICATE OF AUTHORITY #000858  3741 NE TROON DR. LEE'S SUMMIT, MO 64084 816.347.1100	<b>EASEMENT EXHIBIT</b>	4 OF 4
		RAINTREE LAKE PROPERTY OWNER'S ASSOCIATION, INC.	
		CHAD & JOANN POTTER 4001 SW HIDDEN COVE CT LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64082	

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**Appl. #PL2017-033 – REZONING (CP-2 to R-1) &  
PRELIMINARY DEVELOPMENT PLAN  
4801 SW Raintree Pkwy  
Chad & Joann Potter, applicants**





## Packet Information

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**File #:** 2017-1113, **Version:** 1

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Presentation - Second Amendment to I-470 Business and Technology Tax Increment Financing Plan and First Amendment to the Tax Increment Financing Contract

Issue/Request:

Presentation - Second Amendment to I-470 Business and Technology Tax Increment Financing Plan and First Amendment to the Tax Increment Financing Contract

Key Issues:

Rich Wood, Gilmore & Bell, City's Economic Development Counsel will present an overview of the proposed 2nd Amendment to the I-470 Business and Technology Tax Increment Financing Plan and explain the request to amend the plan.

In addition, Mr. Bill Moore, Attorney with the White Goss Law Firm and Mr. Jay Burchfield, developer of the I-470 Business and Technology Center, will be presenting the proposed 2nd Amendment to the I-470 Business and Technology Tax Increment Financing Plan and First Amendment to the Tax Increment Financing Contract.

After the presentation, an ordinance approving the Second Amendment to I-470 Business and Technology Tax Increment Financing Plan and First Amendment to the Tax Increment Financing Contract has been placed on the agenda for Council consideration.

Background:

On July 27, 2006, the City Council approved the I-470 Business and Technology Tax Increment Financing Plan (the "**Redevelopment Plan**") through the adoption of Ordinance No. 6229. The City also entered into a Tax Increment Financing Contract with Wilgate Development, L.L.C., dated March 8, 2007 (the "**TIF Contract**"). The obligations of Wilgate Development, L.L.C. under the Redevelopment Plan and TIF Contract were assigned to LBC Development Corp. (the "**Developer**") pursuant to an Assignment Agreement approved by the City Council by Ordinance 6452, adopted July 19, 2007, which was executed on August 13, 2007. On December 3, 2015, the City Council approved a First Amendment to the Redevelopment Plan through the adoption of Ordinance No. 7757 in order to remove approximately 30 acres from the Redevelopment Area.

LBC Development Corp. has requested a Second Amendment to the Redevelopment Plan. The primary purpose of the proposed amendment is to revise the following budget line items:

1. Reimbursable Project Costs in the amount of \$5,000,000 for "Contribution to Construction of TDD Project" are proposed to be eliminated. This budget line item was included in the original budget to assist in funding the Strother Road Interchange. TIF revenues were not necessary to complete the Strother Road Interchange project and this line item is proposed to be deleted.

2. The Developer incurred expenses, in addition to what was originally budgeted, to fund public improvements to support the development, along with associated professional costs. Several budget line items are proposed to be adjusted to provide reimbursement for the additional public improvement and professional costs. The total additional TIF reimbursement being requested for these line items is \$1,029,764.
3. The result of the proposed changes outlined above is that the amount of reimbursable project costs are reduced from \$8,072,000 to \$4,101,764.

The Second Amendment also updates several pieces of project data, such as square footage of development and revenue projections, and the Developer will provide an overview of those proposed changes.

An amendment to the TIF Contract is also proposed in order to make it conform to the Redevelopment Plan, as amended by the proposed Second Amendment.

Presenter:

Mr. Jay Burchfield, LBC Development Corp.

Committee Recommendation:

The TIF Commission conducted a public hearing on April 4, 2017, and then voted unanimously to recommend approval of the Second Amendment to the Redevelopment Plan.



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**SECOND AMENDMENT TO I-470 BUSINESS AND TECHNOLOGY  
TAX INCREMENT FINANCING PLAN**

**LEE'S SUMMIT, MISSOURI**

**LBC Development Corp., Applicant**

**February 9, 2017**

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A. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the I-470 Business and Technology Tax Increment Financing Plan, as amended, approved by Ordinance No. 6229 adopted by the City Council on July 27, 2006.

B. **Amendment to Article I.** Article I to the Redevelopment Plan, entitled Introduction is hereby amended by deleting said Article I in its entirety and replacing it with the following:

## **I. INTRODUCTION**

This Plan provides for the redevelopment of the Redevelopment Area, which is located in Lee's Summit, Missouri, and consists of approximately 95 acres of land generally located south of Strother Road, west of I-470 and east of Lee's Summit Municipal Airport. A legal description of the Redevelopment Plan is contained in Exhibit 1. This plan is the result of planning and discussions with City officials, experts in planning and development matters and other interested parties. Under this Plan, the Redevelopment Area will be developed as one Redevelopment Project. The Redevelopment Project will consist of over 503,925 square feet of office and warehouse space, approximately 64,500 square feet of general retail development, 13,150 square feet of restaurant development, a 42,250 square-foot hotel and a 45,250 square-foot retail strip center.

In addition to the construction of the Redevelopment Project, the Plan provides for On-Site Improvements to facilitate storm water run-off in the vicinity of the Redevelopment Area; wetland mitigation; and Public Road Improvements, consisting of improvements to the intersection of Colbern Road and Town Centre Boulevard and a raised median at the intersection of Colbern Road and NE Independence Avenue. The Plan also authorizes the annual payment of School District Capital Costs to Lee's Summit R-7 School District, to offset expenses incurred for buildings and equipment required to provide for additional students which will attend classes within the Lee's Summit R-7 School District as a result of population growth in the area which will necessarily follow completion of the Redevelopment Project.

The development within the Redevelopment Area anticipated under this Plan is in the public interest because it will result in increased employment within the City and will enhance the tax base of the City. The Redevelopment Area is an appropriate area for the use of tax increment financing because it qualifies as an Economic Development Area, has not on the whole been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. This is due in large part to the costs of the construction of necessary improvements to the surrounding streets and highways, the substantial costs of wetland mitigation, and the fact that the storm sewer and storm water retention facilities in and adjacent to the Redevelopment Area are currently in need of substantial improvements due to the potential for overflows or backups. The existing conditions study, included as Exhibit 2 to this Plan, illustrates the factors that qualify the Redevelopment Area as an Economic Development Area under the Act.

The existing conditions, including the necessity of funding the Public Road Improvements, have caused the Redevelopment Area to be economically infeasible to develop without the assistance of tax increment financing. This experience, along with economic data and conditions, indicated that without tax increment financing, the Redevelopment Area is not likely to be developed. With the construction of the Redevelopment Project, the On-Site Improvements, and the Public Road Improvements, the Redevelopment Area can be developed to its highest and best use.

The estimated cost of the Redevelopment Project is approximately \$66,151,947, including the cost of the Public Road Improvements. The Redevelopment Project Costs include the Reimbursable Project Costs, which are currently estimated to be approximately \$4,101,764, plus interest and Financing Costs.

According to the records of the County Assessor, the Total Initial Equalized Assessed Value of the Redevelopment Project Area in 2005 was \$261,092. Following

the construction of the Redevelopment Project, it is estimated that the assessed value of the real property within the Redevelopment Project Area will increase to approximately \$16,688,892.

Tax increment financing will allow the use of the Payments in Lieu of Taxes and the Economic Activity Taxes from the Redevelopment Project Area to pay Reimbursable Project Costs and School District Capital Costs. Upon the completion of this Plan, the payment of all Reimbursable Project Costs, tax revenue from the Redevelopment Project Area will be paid to the City and other Taxing Districts as if this Plan had not been adopted.

**C. Amendment to Article II Section M.** Article II Section M to the Redevelopment Plan, entitled Eastern Collector Road, is hereby deleted in its entirety and replacing it with the following:

M. Left blank intentionally.

**D. Amendment to Article II Section AA.** Article II Section AA to the Redevelopment Plan, entitled Public Road Improvements, is hereby amended by deleting said Article II Section AA in its entirety and replacing it with the following:

AA. Public Road Improvements: The following traffic improvements to be constructed within the City by the Developer and reimbursed as shown on Exhibit 4 to this Plan:

1. Signalization at the intersection of Colbern Road and Town Centre Boulevard;
2. Turn lanes at Colbern Road and Town Centre Boulevard;
3. Construction of a raised median at Colbern Road and Independence Avenue; and
4. Other traffic improvements which the City may designate as development in and around the Redevelopment Area proceeds.

**E. Amendment to Article II Section FF.** Article II Section FF to the Redevelopment Plan, entitled Reimbursable Project Costs, is hereby amended by deleting said Article II Section FF in its entirety and replacing it with the following:

FF. Reimbursable Project Costs: Those Redevelopment Project Costs identified in Exhibit 4 to this Plan, in the estimated amount of \$4,101,764, plus interest and Financing Costs.

F. Amendment to Article II Section JJ. Article II Section JJ to the Redevelopment Plan, entitled Strother Interchange TDD Project, is hereby deleted in its entirety and replacing it with the following:

JJ. Left blank intentionally.

G. Amendment to Article VII Section D. Article VII Section D to the Redevelopment Plan, entitled Redevelopment Project, is hereby amended by deleting said Article VII Section D in its entirety and replacing it with the following:

D. Redevelopment Project. The Redevelopment Project will consist of the construction of over 503,925 square feet of office and warehouse space, approximately 64,500 square feet of general retail development, 13,150 square feet of restaurant development, a 42,250 square-foot hotel and a 45,250 square-foot retail strip center, as well as the On-Site Improvements and the Public Road Improvements.

H. Amendment to Article VII Section E. Article VII Section E to the Redevelopment Plan, entitled Schedule of Development, is hereby amended by deleting said Article VII Section E in its entirety and replacing it with the following:

E. Schedule of Development. It is anticipated that construction of the Redevelopment Project will begin in 2006 and be completed by 2022.

I. Amendment to Article VIII Section A. Article VIII Section A to the Redevelopment Plan, entitled Projected Redevelopment Project Costs, is hereby amended by deleting said Article VIII Section A in its entirety and replacing it with the following:

A. Projected Redevelopment Project Costs. The Redevelopment Project Costs for the Plan are estimated to be approximately \$66,151,947, as shown on Exhibit 4 to this Plan. These estimated Redevelopment Project Costs include Reimbursable Project Costs of approximately \$4,101,764, as shown on Exhibit 4 to this Plan, plus interest and Financing Costs.

**J. Amendment to Article VIII Section B.** Article VIII Section B to the Redevelopment Plan, entitled Source of Funds, is hereby amended by deleting said Article VIII Section B in its entirety and replacing it with the following:

B. Source of Funds. It is anticipated that the Developer will secure funding for all of the Redevelopment Project Costs. All Reimbursable Project Costs advanced by the Developer, including the Public Road Improvements Costs, will be repaid with TIF Revenues.

**K. Amendment to Article VIII Section D.** Article VIII Section D to the Redevelopment Plan, entitled Issuance, Nature and Term of Obligations, is hereby amended by deleting said Article VIII Section D in its entirety and replacing it with the following:

D. Issuance, Nature and Term Obligations. Obligations may be issued by the CID or any other private or public entity approved by the City pursuant to this Plan, on terms and at an interest rate determined by market conditions at the time of issuance. The proceeds of the Obligations may be used to pay all or any portion of the Reimbursable Project Costs incurred or to be incurred by the Developer, or any other person or entity. The proceeds of the Obligations may also be used to fund capitalized interest accounts, debt service reserve funds, and Financing Costs, as may be required to issue such Obligations. Obligations may be sold in one or more series in order to implement this Plan. Each Obligation issued must be retired not later than 23 years after the issue date of such Obligations. It is anticipated that Obligations issued by the CID to pay Reimbursable Project Costs will be on parity with, or accorded a higher priority claim to TIF Revenues in the Special Allocation Fund than, Obligations issued by the Strother Interchange TDD.

**L. Amendment to Article VIII Section G.** Article VIII Section G to the Redevelopment Plan, entitled Projected TIF Revenue, is hereby amended by deleting said Article VIII Section G in its entirety and replacing it with the following:

G. Projected TIF Revenue. The projected Payments in Lieu of Taxes and Economic Activity Taxes from the Redevelopment Project for the entire 23-year period are approximately \$13,763,938, and \$6,550,103 respectively.



**M. Amendment to Article VIII Section G Subsection 1.b.** Article VIII Section G Subsection 1.b. to the Redevelopment Plan, entitled, Anticipated Assessed Valuation, is hereby amended by deleting said Article VIII Section G Subsection 1.b. in its entirety and replacing it with the following:

**1.b. Anticipated Assessed Valuation.** Upon completion of the Redevelopment Project, the assessed value of the Redevelopment Project Area is anticipated to be approximately \$16,688,892. When this Plan is terminated, the Redevelopment Project Area will annually yield an estimated \$962,123 in additional ad valorem real property taxes at 2015 levy rates. The projected increase in ad valorem taxes within the Redevelopment Project Area is shown on Exhibit 5 to this Plan.

**N. Amendment to Article VIII Section G Subsection 2.b.** Article VIII Section G Subsection 2.b. to the Redevelopment Plan, entitled, Anticipated Sales Taxes, is hereby amended by deleting said Article VIII Section G Subsection 2.b. in its entirety and replacing it with the following:

**2.b. Anticipated Sales Taxes.** In the year 2029, which is the last year during which this Plan could be in effect, it is projected that: (i) total annual sales subject to local sales tax in the Redevelopment Project Area will be approximately \$24,330,324; and (ii) sales in the Redevelopment Project Area will yield an estimated \$547,432 in additional local annual sales tax revenue. The projected annual sales taxes in the Redevelopment Project Area by year through the 23<sup>rd</sup> year of operation is shown on Exhibit 7 to this Plan.

**O. Amendment to Article IX.** Article IX to the Redevelopment Plan, entitled Disbursements from Special Allocation Fund, is hereby amended by deleting said Article IX and replacing it with the following:

All disbursements from the Special Allocation Fund will be made by the City Treasurer out of the two separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes in proportion to their respective balances at the time of making a disbursement as set forth in this Plan; provided that revenue from the Economic Activity Account shall be used exclusively to fund the portion of Reimbursable Project Costs which represents payments

for the Public Road Improvements Costs and other Redevelopment Project Costs which are or will be within public easements and rights-of-way and which ultimately will be owned and maintained by the City or and another public entity. Disbursements shall be made by the City Treasurer in the following manner and order of preference:

First,

To pay School District Capital Costs;

Second,

To pay Debt Service on Obligations issued to finance Reimbursable Project Costs;

Third,

To reimburse the Developer for Reimbursable Project Costs that it incurs, which were not reimbursed from the proceeds of the Obligations;

Fourth,

Following the completion of the Redevelopment Project, the payment of all Reimbursable Project Costs incurred or expected to be incurred, and the payment of all Obligations, if any, funds remaining in the Special Allocation Funds shall be disbursed by the City Treasurer to the appropriate Taxing Districts in accordance with the Act.

**P. Amendment to Article XI. Article XI to the Redevelopment Plan, entitled Cost-Benefit Analysis, is hereby amended by deleting said Article XI and replacing it with the following:**

The amount of all revenue estimated to be received by the Taxing Districts directly from the Redevelopment Project during the first 23 years exceeds \$26,381,475, as shown on the direct impact analysis attached as Exhibit 8. A cost-benefit analysis showing the economic impact of the Plan and the Redevelopment Project on each of the Taxing Districts is attached as Exhibit 9. The cost-benefit analysis shows the impact on the economy if the Redevelopment Project is built pursuant to this Plan, and together with the direct tax impact analysis, illustrates the fiscal impact on every Taxing District.

**Q. Amendment to Exhibit 4.** Exhibit 4 to the Redevelopment Plan, entitled Estimated Redevelopment Project Costs, is hereby amended by deleting said Exhibit 4 in its entirety and replacing it with the Exhibit 4 attached hereto.

**R. Amendment to Exhibit 5.** Exhibit 5 to the Redevelopment Plan, entitled Projection of Revenue, is hereby amended by deleting said Exhibit 5 in its entirety and replacing it with the Exhibit 5 attached hereto.

**S. Amendment to Exhibit 6.** Exhibit 6 to the Redevelopment Plan, entitled I-470 Business and Technology Tax Increment Financing Plan Debt Service Schedule CID Series 1, is hereby deleted in its entirety.

**T. Amendment to Exhibit 7.** Exhibit 7 to the Redevelopment Plan, entitled Projection of Non-TIF Revenue, is hereby amended by deleting said Exhibit 7 in its entirety and replacing it with the Exhibit 7 attached hereto.

**U. Amendment to Exhibit 8.** Exhibit 8 to the Redevelopment Plan, entitled Direct Impact Analysis, is hereby amended by deleting said Exhibit 8 in its entirety and replacing it with the Exhibit 8 attached hereto.

**V. Amendment to Exhibit 9.** Exhibit 9 to the Redevelopment Plan, entitled Cost Benefit Analysis, is hereby amended by deleting said Exhibit 9 in its entirety and replacing it with the Exhibit 9 attached hereto.

**W. Full Force and Effect.** Except as amended hereby, the Redevelopment Plan remains in full force and effect.

**EXHIBIT 4**  
**I-470 AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**REDEVELOPMENT PROJECT COSTS**

DESCRIPTION	REDEVELOPMENT COSTS	REIMBURSEABLE PROJECT COSTS
<i>Redevelopment Project Improvements</i>		
Storm Sewer & Stormwater Retention	\$ 2,001,300	\$ 2,001,300
Wetlands Mitigation	160,000	160,000
Internal Streets & Utilities	1,497,491	1,497,491
Phase I Construction	19,854,325	-
Phase II Construction	41,581,500	-
	<i>Subtotal \$ 65,094,616</i>	<i>\$ 3,658,791</i>
<i>Professional Services</i>		
Engineering & Architectural	\$ 614,358	-
Legal	206,973	206,973
City's Legal Services	14,000	14,000
	<i>Subtotal \$ 835,331</i>	<i>\$ 220,973.00</i>
<i>Public Road Improvements</i>		
Signalization at Colbern and Town Centre	\$ 150,000	\$ 150,000
Turn Lanes at Colbern and Town Centre	60,000	60,000
Raised Median at Colbern and Independence	12,000	12,000
	<i>Subtotal \$ 222,000</i>	<i>\$ 222,000</i>
	<b>TOTAL \$ 66,151,947</b>	<b>\$ 4,101,764</b>

**EXHIBIT 5, PAGE 1 OF 8**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**PROJECTION OF REVENUE**

Prepared 2/7/06  
 Revised 8/31/16

YEAR	PILOTS		EATS		TOTAL TIF REVENUE	CID SALES TAX *	TOTAL REVENUE	CUMULATIVE TOTAL	NPV @ 6.125%
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-	-	-	-
2008	161,220	-	161,220	-	161,220	-	161,220	134,885	134,885
2009	140,241	-	140,241	8,395	148,636	8,395	148,636	309,856	252,065
2010	155,337	-	155,337	-	155,337	-	155,337	465,193	367,460
2011	194,831	-	194,831	-	194,831	-	194,831	660,024	503,841
2012	368,964	-	368,964	-	368,964	-	368,964	1,028,988	747,207
2013	351,033	-	351,033	27,272	378,305	27,272	378,305	1,407,294	982,333
2014	525,660	-	525,660	14,849	540,509	14,849	540,509	1,947,803	1,298,884
2015	436,774	561,757	998,531	54,729	1,053,260	54,729	1,053,260	3,001,063	992,471
2016	500,156	285,492	785,648	69,210	854,858	69,210	854,858	3,855,921	1,751,501
2017	617,895	335,520	953,415	81,338	1,034,753	81,338	1,034,753	4,890,674	2,617,233
2018	676,825	373,351	1,050,176	93,098	1,143,274	93,098	1,143,274	6,033,947	3,518,553
2019	729,545	387,586	1,117,131	93,960	1,211,092	93,960	1,211,092	7,245,039	4,418,234
2020	783,057	401,982	1,185,038	97,450	1,282,489	97,450	1,282,489	8,527,528	5,315,967
2021	837,371	416,608	1,253,978	100,996	1,354,974	100,996	1,354,974	9,882,501	6,209,699
2022	854,268	431,467	1,285,735	104,598	1,390,333	104,598	1,390,333	11,272,835	7,073,825
2023	871,419	446,564	1,317,983	108,258	1,426,241	108,258	1,426,241	12,699,076	7,909,108
2024	888,828	461,903	1,350,731	111,976	1,462,707	111,976	1,462,707	14,161,783	8,716,307
2025	906,497	477,487	1,383,984	115,754	1,499,739	115,754	1,499,739	15,661,522	9,496,174
2026	920,095	483,456	1,403,550	117,201	1,520,752	117,201	1,520,752	17,182,274	10,241,328
2027	933,896	489,499	1,423,395	118,666	1,542,061	118,666	1,542,061	18,724,335	10,953,314
2028	947,904	495,618	1,443,522	120,150	1,563,672	120,150	1,563,672	20,288,007	11,633,610
2029	962,123	501,813	1,463,936	121,652	1,585,587	121,652	1,585,587	21,873,594	12,283,627
<b>TOTAL</b>	<b>\$ 13,763,938</b>	<b>\$ 6,550,103</b>	<b>\$ 20,314,040</b>	<b>\$ 1,559,554</b>	<b>\$ 21,873,594</b>	<b>\$ 1,559,554</b>	<b>\$ 21,873,594</b>		

\* CID Sales Tax represents the amount of the tax not captured by TIF and to be used to assist in financing the Redevelopment Project.

EXHIBIT 5, PAGE 2 OF 8  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
PROJECTION OF INCREMENTAL REAL PROPERTY VALUE

YEAR	PHASE I To Date													
	GENERAL RETAIL			RESTAURANT			BANK			RETAIL STRIP			OFFICE	
	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE
2006	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2007	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2008	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2009	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2011	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2012	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2013	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2014	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2015	4,755,158	1,521,651	-	-	-	-	1,198,779	383,609	684,647	219,987	-	-	-	-
2016	4,826,486	1,544,475	-	-	-	1,216,761	389,364	694,916	222,373	-	-	-	-	-
2017	4,898,883	1,567,643	-	-	-	1,235,012	395,204	705,340	225,709	-	-	-	-	-
2018	4,972,366	1,591,157	-	-	-	1,253,538	401,132	715,920	229,095	-	-	-	-	-
2019	5,046,952	1,615,025	-	-	-	1,272,341	407,149	726,659	232,531	-	-	-	-	-
2020	5,122,656	1,639,250	-	-	-	1,291,426	413,256	737,559	236,019	-	-	-	-	-
2021	5,199,496	1,663,839	-	-	-	1,310,797	419,455	748,622	239,559	-	-	-	-	-
2022	5,277,488	1,688,796	-	-	-	1,330,459	425,747	759,852	243,153	-	-	-	-	-
2023	5,356,651	1,714,128	-	-	-	1,350,416	432,133	771,250	246,800	-	-	-	-	-
2024	5,437,000	1,739,840	-	-	-	1,370,672	438,615	782,818	250,502	-	-	-	-	-
2025	5,518,555	1,765,938	-	-	-	1,391,232	445,194	794,561	254,259	-	-	-	-	-
2026	5,601,334	1,792,427	-	-	-	1,412,101	451,872	806,479	258,073	-	-	-	-	-
2027	5,685,354	1,819,313	-	-	-	1,433,282	458,650	818,576	261,944	-	-	-	-	-
2028	5,770,634	1,846,603	-	-	-	1,454,782	465,530	830,855	265,874	-	-	-	-	-
2029	5,857,193	1,874,302	-	-	-	1,476,603	472,513	843,318	269,862	-	-	-	-	-



EXHIBIT 5, PAGE 3 OF 8  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
PROJECTION OF INCREMENTAL REAL PROPERTY VALUE

YEAR	OFFICE/FLEX			PHASE I To Date			TOTAL	
	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-	-	-
2008	-	-	-	-	-	-	-	-
2009	-	-	-	-	-	-	-	-
2010	-	-	-	-	-	-	-	-
2011	-	-	-	-	-	-	-	-
2012	-	-	-	-	-	-	-	-
2013	-	-	-	-	-	-	-	-
2014	-	-	-	-	-	-	-	-
2015	12,260,457	3,923,346	2,704,353	865,393	21,603,395	6,913,086		
2016	12,444,364	3,982,197	2,744,918	878,374	21,927,446	7,016,783		
2017	12,631,030	4,041,929	2,786,092	891,549	22,256,357	7,122,034		
2018	12,820,495	4,102,558	2,827,883	904,923	22,590,203	7,228,865		
2019	13,012,802	4,164,097	2,870,302	918,497	22,929,056	7,337,298		
2020	13,207,995	4,226,558	2,913,356	932,274	23,272,992	7,447,357		
2021	13,406,114	4,289,957	2,957,057	946,258	23,622,086	7,559,068		
2022	13,607,206	4,354,306	3,001,412	960,452	23,976,418	7,672,454		
2023	13,811,314	4,419,621	3,046,434	974,859	24,336,064	7,787,540		
2024	14,018,484	4,485,915	3,092,130	989,482	24,701,105	7,904,354		
2025	14,228,761	4,553,204	3,138,512	1,004,324	25,071,622	8,022,919		
2026	14,442,193	4,621,502	3,185,590	1,019,389	25,447,696	8,143,263		
2027	14,658,826	4,690,824	3,233,374	1,034,680	25,829,411	8,265,412		
2028	14,878,708	4,761,187	3,281,874	1,050,200	26,216,852	8,389,393		
2029	15,101,889	4,832,604	3,331,102	1,065,953	26,610,105	8,515,234		

EXHIBIT 5, PAGE 4 OF 8  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
PROJECTION OF INCREMENTAL REAL PROPERTY VALUE

YEAR	PHASE II Projected																		
	GENERAL RETAIL		HOTEL		RESTAURANT		CONVENIENCE STORE		Bank		Office		FLEX						
	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE					
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2007	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2009	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2011	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2012	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2013	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2014	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2015	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2016	235,094	75,230	-	-	384,494	123,038	388,586	124,347	505,161	344,680	110,298	654,050	209,296	1,317,911	421,732	1,991,730	637,354	856,210	
2017	473,715	151,589	3,283,550	1,050,736	774,754	247,921	394,415	126,213	512,739	694,531	222,250	1,039,211	161,652	1,862,076	569,862	4,934,372	1,578,999	1,626,684	1,675,892
2018	715,915	229,093	3,332,803	1,066,497	1,170,869	374,678	400,331	128,106	528,236	1,834,643	587,086	2,675,657	164,076	1,890,095	587,086	5,083,514	1,626,684	1,675,892	1,701,031
2019	961,748	307,759	3,382,795	1,082,494	1,188,432	380,298	406,336	130,027	536,160	1,890,095	604,830	3,369,842	166,538	1,918,447	5,159,766	5,237,163	1,675,892	1,701,031	1,726,546
2020	1,211,269	387,606	3,433,537	1,098,732	1,206,259	386,003	412,431	131,978	544,202	1,807,530	578,410	4,074,440	169,036	1,947,223	5,315,720	5,395,456	1,726,546	1,726,546	1,726,546
2021	1,464,532	468,650	3,485,040	1,115,213	1,224,353	391,793	418,617	133,958	552,365	1,780,818	569,862	4,789,607	171,571	1,976,432	5,395,456	5,395,456	1,726,546	1,726,546	1,726,546
2022	1,721,595	550,910	3,537,316	1,131,941	1,242,718	397,670	424,896	135,967	560,651	1,807,530	578,410	5,083,514	174,145	1,991,730	5,395,456	5,395,456	1,726,546	1,726,546	1,726,546
2023	1,982,513	634,404	3,590,375	1,148,920	1,261,359	403,635	431,270	138,006	569,061	1,834,643	587,086	5,395,456	176,757	2,000,000	5,395,456	5,395,456	1,726,546	1,726,546	1,726,546
2024	2,247,345	719,150	3,644,231	1,166,154	1,280,279	409,689	437,739	140,076	577,597	1,862,163	595,892	5,395,456	179,408	2,000,000	5,395,456	5,395,456	1,726,546	1,726,546	1,726,546
2025	2,516,150	805,168	3,698,894	1,183,646	1,299,483	415,835	444,305	142,178	586,261	1,890,095	604,830	5,395,456	182,099	2,000,000	5,395,456	5,395,456	1,726,546	1,726,546	1,726,546
2026	2,553,892	817,245	3,754,378	1,201,401	1,318,976	422,072	450,970	144,310	595,054	1,918,447	613,903	5,395,456	184,831	2,000,000	5,395,456	5,395,456	1,726,546	1,726,546	1,726,546
2027	2,592,200	829,504	3,810,693	1,219,422	1,338,760	428,403	457,734	146,475	595,054	1,947,223	623,111	5,395,456	187,603	2,000,000	5,395,456	5,395,456	1,726,546	1,726,546	1,726,546
2028	2,631,083	841,947	3,867,854	1,237,713	1,358,842	434,829	464,600	148,672	603,980	1,976,432	632,458	5,395,456	190,417	2,000,000	5,395,456	5,395,456	1,726,546	1,726,546	1,726,546
2029	2,670,550	854,576	3,925,872	1,256,279	1,379,224	441,352	471,569	150,902	603,980	1,976,432	632,458	5,395,456	193,274	2,000,000	5,395,456	5,395,456	1,726,546	1,726,546	1,726,546

**EXHIBIT 5, PAGE 5 OF 8**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**PROJECTION OF INCREMENTAL REAL PROPERTY VALUE**

YEAR	PHASE II Projected				TOTAL		PHASES I & II	
	OFFICE/WAREHOUSE		TOTAL		TOTAL		TOTAL	
	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-	-	-
2008	-	-	-	-	-	-	-	-
2009	-	-	-	-	-	-	-	-
2010	-	-	-	-	-	-	-	-
2011	-	-	-	-	-	-	-	-
2012	-	-	-	-	-	-	-	-
2013	-	-	-	-	-	-	-	-
2014	-	-	-	-	-	-	-	-
2015	1,418,304	453,857	2,072,354	663,153	23,675,749	7,576,240	7,576,240	7,576,240
2016	2,857,882	914,522	5,183,967	1,658,869	27,111,412	8,675,652	8,675,652	8,675,652
2017	4,319,054	1,382,097	11,237,218	3,595,910	33,493,575	10,717,944	10,717,944	10,717,944
2018	5,802,143	1,856,686	14,097,718	4,511,270	36,687,920	11,740,135	11,740,135	11,740,135
2019	7,307,479	2,338,393	16,616,632	5,317,322	39,545,688	12,654,620	12,654,620	12,654,620
2020	8,835,394	2,827,326	19,173,330	6,135,465	42,446,321	13,582,823	13,582,823	13,582,823
2021	10,386,229	3,323,593	21,768,378	6,965,881	45,390,464	14,524,949	14,524,949	14,524,949
2022	10,542,022	3,373,447	22,329,998	7,145,599	46,306,416	14,818,053	14,818,053	14,818,053
2023	10,700,153	3,424,049	22,900,042	7,328,013	47,236,106	15,115,554	15,115,554	15,115,554
2024	10,860,655	3,475,410	23,478,637	7,513,164	48,179,742	15,417,517	15,417,517	15,417,517
2025	11,023,565	3,527,541	24,065,911	7,701,092	49,137,533	15,724,010	15,724,010	15,724,010
2026	11,188,918	3,580,454	24,426,900	7,816,608	49,874,596	15,959,871	15,959,871	15,959,871
2027	11,356,752	3,634,161	24,793,303	7,933,857	50,622,715	16,199,269	16,199,269	16,199,269
2028	11,527,103	3,688,673	25,165,203	8,052,865	51,382,055	16,442,258	16,442,258	16,442,258
2029	11,700,010	3,744,003	25,542,681	8,173,658	52,152,786	16,688,892	16,688,892	16,688,892

**EXHIBIT 5, PAGE 6 OF 8**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**PROJECTION OF SALES**

Prepared 2/7/06  
 Revised 8/31/16

YEAR	PHASE I To Date				TOTAL SALES
	GENERAL RETAIL SALES	RESTAURANT SALES	RETAIL STRIP SALES		
2006	\$ -	\$ -	\$ -	\$ -	-
2007	-	-	-	-	-
2008	-	-	-	-	-
2009	-	-	-	-	-
2010	-	-	-	-	-
2011	-	-	-	-	-
2012	-	-	-	-	-
2013	-	-	-	-	-
2014	-	-	-	-	-
<b>2015</b>	<b>4,462,500</b>	-	<b>2,250,000</b>	-	<b>6,712,500</b>
2016	9,003,094	-	2,289,375	-	11,292,469
2017	9,160,648	-	2,329,439	-	11,490,087
2018	9,320,959	-	2,370,204	-	11,691,163
2019	9,437,471	-	2,399,832	-	11,837,303
2020	9,555,440	-	2,429,830	-	11,985,269
2021	9,674,883	-	2,460,203	-	12,135,085
2022	9,795,819	-	2,490,955	-	12,286,774
2023	9,918,266	-	2,522,092	-	12,440,358
2024	10,042,245	-	2,553,618	-	12,595,863
2025	10,167,773	-	2,585,538	-	12,753,311
2026	10,294,870	-	2,617,858	-	12,912,728
2027	10,423,556	-	2,650,581	-	13,074,137
2028	10,553,850	-	2,683,713	-	13,237,563
2029	10,685,773	-	2,717,260	-	13,403,033
<b>TOTAL</b>	<b>\$ 142,497,146</b>	<b>\$ -</b>	<b>\$ 37,350,497</b>	<b>\$ -</b>	<b>\$ 179,847,643</b>

**EXHIBIT 5, PAGE 7 OF 8  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
PROJECTION OF SALES**

Prepared 2/7/06  
Revised 8/31/16

YEAR	PHASE II Projected					TOTAL PHASES I & II SALES
	GENERAL RETAIL SALES	HOTEL SALES	RESTAURANT SALES	CONVENIENCE STORE SALES	TOTAL SALES	
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-
2008	-	-	-	-	-	-
2009	-	-	-	-	-	-
2010	-	-	-	-	-	-
2011	-	-	-	-	-	-
2012	-	-	-	-	-	-
2013	-	-	-	-	-	-
2014	-	-	-	-	-	-
2015	-	-	-	-	-	6,712,500
2016	453,750	-	1,095,833	1,000,000	2,549,583	13,842,052
2017	915,441	633,750	2,210,844	1,017,500	4,777,534	16,267,621
2018	1,385,211	644,841	3,345,367	1,035,306	6,410,725	18,101,888
2019	1,863,202	656,125	3,387,184	1,048,248	6,954,759	18,792,062
2020	2,349,558	664,327	3,429,524	1,061,351	7,504,759	19,490,029
2021	2,844,425	672,631	3,472,393	1,074,618	8,064,067	20,199,152
2022	3,347,953	681,039	3,515,798	1,088,050	8,632,840	20,919,613
2023	3,860,292	689,552	3,559,745	1,101,651	9,211,240	21,651,598
2024	4,381,597	698,171	3,604,242	1,115,422	9,799,432	22,395,295
2025	4,912,025	706,898	3,649,295	1,129,364	10,397,583	23,150,894
2026	4,973,425	715,735	3,694,911	1,143,481	10,527,552	23,440,280
2027	5,035,593	724,681	3,741,098	1,157,775	10,659,147	23,733,284
2028	5,098,538	733,740	3,787,861	1,172,247	10,792,386	24,029,950
2029	5,162,270	742,912	3,835,210	1,186,900	10,927,291	24,330,324
	\$ 46,583,280	\$ 8,964,402	\$ 46,329,304	\$ 15,331,913	\$ 117,208,898	\$ 297,056,541

**EXHIBIT 5, PAGE 8 OF 8**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**ASSUMPTIONS**

Prepared 2/7/06  
 Revised 8/31/16

Taxing District	2015 Ad Valorem Levy Rates		Rates Subject to TIF		Available for Project Use
	Rate	% Share	Subject to TIF		
City	1.5363	15.03%	1.5363	1.5363	1.5363
Handicap Workshop	0.0738	0.72%	0.0738	0.0738	0.0738
Jr. College	0.2343	2.29%	0.2343	0.2343	0.2343
Library	0.3146	3.08%	0.3146	0.3146	0.3146
Mental Health School District	0.1198	1.17%	0.1198	0.1198	0.1198
County	5.9813	58.51%	5.9813	2.9907	2.9907
Blind Pension	0.4956	4.85%	0.4956	0.4956	0.4956
Replacement Tax	0.0300	0.29%	-	-	-
	1.4370	14.06%	-	-	-
<b>TOTAL</b>	<b>10.2227</b>	<b>100.00%</b>	<b>8.7557</b>	<b>5.7651</b>	<b>5.7651</b>

\* TIF does not capture Blind Pension or Replacement Tax  
 2015 Updates highlighted in yellow

Tax	Sales Taxes Subject to TIF **					
	2005-2008		2015-2018		2018-2029	
	Rate	% Share	Rate	% Share	Rate	% Share
Sales-City	2.3750%	57.58%	2.250%	54.55%	2.0000%	53.33%
Sales-County	0.7500%	18.18%	0.875%	21.21%	0.7500%	20.00%
Sales-CID	1.0000%	24.24%	1.0000%	24.24%	1.0000%	26.67%
<b>Total Sales</b>	<b>4.1250%</b>	<b>100.00%</b>	<b>4.1250%</b>	<b>100.00%</b>	<b>3.7500%</b>	<b>100.00%</b>
Utility - City	7.000%					

\*\* 50% is subject to TIF  
 0.375%  
 2015 Updates highlighted in yellow

Phase I	To Date	First Year Sales		Per Sq. Ft.	Total
		Sq. Ft.	Per Sq. Ft.		
General Retail		59,500	\$ 150.00	\$	8,925,000
Restaurant Bank		-	150.00	-	-
Retail Strip Office		15,000	150.00	-	2,250,000
Office/Flex Office/Warehouse		10,000	-	-	-
		188,675	-	-	-
		42,000	-	-	-
<b>Total Phase I</b>		<b>315,175</b>		<b>\$</b>	<b>11,175,000</b>
Phase II	Projected				
Retail Strip		30,250	\$ 150.00	\$	4,537,500
Hotel		42,250	15.00		633,750
Restaurant		13,150	250.00		3,287,500
Convenience Store		5,000	200.00		1,000,000
Bank		6,500	-		-
Office		25,450	-		-
Flex		73,000	-		-
Office/Warehouse		158,300	-		-
<b>Total Phase II</b>		<b>353,900</b>		<b>\$</b>	<b>9,458,750</b>
Base Sales				\$	
Sales Annual Growth/Inflation Rate:			Yrs 1-12:	1.75%	
			Yrs 13-23:	1.25%	

Ad Valorem Assessment Ratio	
Personal Property:	33.33%
Commercial:	32.00%
Residential:	19.00%
Agricultural:	12.00%

Phase I	Real Property Market Values		
	Base	Incremental	
General Retail	\$ 4,842	\$ 4,755,158	
Restaurant Bank	-	-	
Retail Strip Office	1,221	1,198,779	
Office/Flex Office/Warehouse	15,353	684,647	
	3,418	12,260,457	
	25,647	2,704,353	
<b>Total Phase I</b>	<b>\$ 25,647</b>	<b>\$ 21,603,395</b>	
Phase II			
General Retail	\$ 69,056	\$ 2,350,944	
Hotel	96,450	3,283,550	
Restaurant	30,019	1,153,481	
Convenience Store	11,414	388,586	
Bank	14,839	505,161	
Office	58,098	1,723,402	
Flex	166,648	4,578,352	
Office/Warehouse	361,375	9,928,125	
<b>Total Phase II</b>	<b>\$ 807,900</b>	<b>\$ 23,911,600</b>	
<b>Property Annual Growth/Inflation Rate ***</b>			<b>1.50%</b>

\*\*\* Property values assumed to increase annually with reassessment in odd years.  
 Tax Code 049

**EXHIBIT 7, PAGE 1 OF 3**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**PROJECTION OF NON-TIF REVENUE**

<b>YEAR</b>	<b>REAL PROPERTY TAXES</b>	<b>PERSONAL PROPERTY TAXES</b>	<b>SALES TAXES *</b>	<b>TOTAL</b>	<b>CUMULATIVE TOTAL</b>
2006	\$ 22,938.78	\$ -	\$ -	\$ 22,938.78	\$ 22,938.78
2007	22,938.78	-	-	22,938.78	45,877.56
2008	26,773.46	-	-	26,773.46	72,651.02
2009	26,773.46	56,076.44	8,395.29	91,245.19	163,896.21
2010	26,773.46	112,152.89	-	138,926.34	302,822.55
2011	26,773.46	177,581.50	-	204,354.96	507,177.51
2012	26,773.46	243,010.12	-	269,783.58	776,961.09
2013	26,773.46	358,783.09	27,272.39	412,828.93	1,189,790.03
2014	26,773.46	419,177.27	14,848.86	460,799.59	1,650,589.61
2015	26,773.46	479,571.45	616,485.88	1,122,830.79	2,773,420.41
2016	137,916.89	460,534.38	354,702.58	953,153.86	3,726,574.26
2017	154,045.27	441,497.31	416,857.80	1,012,400.37	4,738,974.64
2018	184,005.69	441,164.58	466,449.03	1,091,619.31	5,830,593.95
2019	199,001.23	384,718.81	481,546.59	1,065,266.63	6,895,860.57
2020	212,416.73	368,548.52	499,431.98	1,080,397.23	7,976,257.80
2021	226,033.47	311,599.30	517,603.27	1,055,236.03	9,031,493.83
2022	239,854.45	516,305.99	536,065.09	1,292,225.53	10,323,719.37
2023	244,154.29	456,086.08	554,822.21	1,255,062.58	11,578,781.94
2024	248,518.63	395,866.16	573,879.43	1,218,264.22	12,797,046.17
2025	252,948.44	496,356.80	593,241.66	1,342,546.89	14,139,593.06
2026	257,444.69	434,266.45	600,657.18	1,292,368.31	15,431,961.37
2027	260,904.76	444,131.47	608,165.39	1,313,201.62	16,745,162.99
2028	264,416.73	382,041.12	615,767.46	1,262,225.31	18,007,388.30
2029	267,981.38	364,253.80	623,464.55	1,255,699.73	19,263,088.03
<b>TOTAL</b>	<b>\$ 3,409,707.86</b>	<b>\$ 7,743,723.53</b>	<b>\$ 8,109,656.63</b>	<b>\$ 19,263,088.03</b>	

\* Includes the 50% of CID Sales Tax not captured by TIF that is to be used to assist in financing the Redevelopment Project.



**EXHIBIT 7, PAGE 2 OF 3**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**PROJECTION OF PERSONAL PROPERTY VALUE**

YEAR	COMMERCIAL PROPERTY	
	MARKET VALUE	ASSESSED VALUE
2006	\$ -	\$ -
2007	-	-
2008	1,915,000	638,270
2009	3,830,000	1,276,539
2010	6,064,375	2,021,256
2011	8,298,750	2,765,973
2012	12,252,375	4,083,717
2013	14,314,825	4,771,131
2014	16,377,275	5,458,546
2015	15,727,163	5,241,863
2016	15,077,050	5,025,181
2017	15,065,688	5,021,394
2018	13,138,075	4,378,920
2019	12,585,863	4,194,868
2020	10,641,058	3,546,664
2021	17,631,753	5,876,663
2022	15,575,254	5,191,232
2023	13,518,755	4,505,801
2024	16,950,491	5,649,599
2025	14,830,118	4,942,878
2026	15,167,006	5,055,163
2027	13,046,633	4,348,443
2028	12,439,199	4,145,985
2029	11,705,163	3,901,331

**EXHIBIT 7, PAGE 3 OF 3**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**ASSUMPTIONS FOR NON-TIF REVENUE**

Prepared 2/7/06  
 Revised 8/31/16

2015 Ad Valorem Levy Rates			
Taxing District	Personal Property		Real Property Commercial
	Rate	% Share	Rate
City	1.5363	17.49%	1.5363
Handicap Workshop	0.0738	0.84%	0.0738
Jr. College	0.2343	2.67%	0.2343
Library	0.3146	3.58%	0.3146
Mental Health	0.1198	1.36%	0.1198
School District	5.9813	68.08%	5.9813
County	0.4956	5.64%	0.4956
Blind Pension	0.0300	0.34%	0.0300
Replacement Tax	-	-	1.4370
<b>TOTAL</b>	<b>8.7857</b>	<b>100.00%</b>	<b>10.2227</b>

\* TIF does not capture Blind Pension or Replacement Tax

Personal Property Market Values			
Phase I	Per Sq. Ft.	Value	
General Retail	\$ 20.00	\$ 1,190,000	
Restaurant	20.00	-	
Bank	20.00	-	
Retail Strip	20.00	300,000	
Office	25.00	1,050,000	
Office/Flex	25.00	7,879,375	
Office/Warehouse	25.00	1,050,000	
<b>Total Phase I</b>		<b>\$ 1,190,000</b>	
Phase II	Per Sq. Ft.	Value	
General Retail	\$ 20.00	\$ 605,000	
Hotel	25.00	1,056,250	
Restaurant	20.00	263,000	
Convenience Store	20.00	100,000	
Flex	25.00	1,825,000	
Office/Warehouse	25.00	3,957,500	
<b>Total Phase II</b>		<b>\$ 7,806,750</b>	

Tax	Sales Taxes Subject to TIF **					
	2005-2008		2015-2018		2018-2029	
	Rate	% Share	Rate	% Share	Rate	% Share
Sales-City	2.3750%	57.58%	2.2500%	54.55%	2.0000%	53.33%
Sales-County	0.7500%	18.18%	0.8750%	21.21%	0.7500%	20.00%
Sales-CID	1.0000%	24.24%	1.0000%	24.24%	1.0000%	26.67%
<b>Total Sales</b>	<b>4.1250%</b>	<b>100.00%</b>	<b>4.1250%</b>	<b>100.00%</b>	<b>3.7500%</b>	<b>100.00%</b>
Utility - City	7.0000%					

\*\* 50% is subject to TIF

Phase I	First Year Sales			Total
	Sq. Ft.	Per Sq. Ft.	Sq. Ft.	
General Retail	59,500	\$ 150.00	\$	8,925,000
Restaurant	-	-	-	-
Bank	-	-	150.00	-
Retail Strip	15,000	\$	-	2,250,000
Office	10,000	\$	-	-
Office/Flex	188,675	\$	-	-
Office/Warehouse	42,000	\$	-	-
<b>Total Phase I</b>	<b>315,175</b>			<b>\$ 11,175,000</b>
Phase II	Sq. Ft.	Per Sq. Ft.	Sq. Ft.	Total
Retail Strip	30,250	\$ 150.00	\$	4,537,500
Hotel	42,250	\$ 15.00	\$	633,750
Restaurant	13,150	\$ 250.00	\$	3,287,500
Convenience Store	5,000	\$ 200.00	\$	1,000,000
Flex	73,000	\$	-	-
Office/Warehouse	158,300	\$	-	-
<b>Total Phase II</b>	<b>353,900</b>			<b>\$ 9,458,750</b>
<b>Base Sales</b>				
Sales Annual Growth/Inflation Rate:				
			Yrs 1-12:	1.75%
			Yrs 13-23:	1.25%

Ad Valorem Assessment Ratio	
Personal Property:	33.33%
Commercial:	32.00%
Residential:	19.00%
Agricultural:	12.00%

**EXHIBIT 8, PAGE 1 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**ALL TAXING DISTRICTS**

Prepared 2/7/06  
 Revised 8/31/16

YEAR	SURPLUS TIF REVENUE		INCREMENTAL NON-TIF TAXES				TOTAL	CUMULATIVE TOTAL
	PILOTS	EATs	REAL	PERSONAL	SALES *	TOTAL		
2006	\$ -	\$ -	\$ 22,939	\$ -	\$ -	\$ 22,939	\$ 22,939	\$ 22,939
2007	-	-	22,939	-	-	22,939	22,939	45,878
2008	-	-	26,773	-	-	26,773	26,773	72,651
2009	-	-	26,773	56,076	8,395	91,245	91,245	163,896
2010	-	-	26,773	112,153	-	138,926	138,926	302,823
2011	-	-	26,773	177,582	-	204,355	204,355	507,178
2012	-	-	26,773	243,010	-	269,784	269,784	776,961
2013	-	-	26,773	358,783	27,272	412,829	412,829	1,189,790
2014	-	-	26,773	419,177	14,849	460,800	460,800	1,650,590
2015	-	-	26,773	479,571	616,486	1,122,831	1,122,831	2,773,420
2016	-	-	137,917	460,534	354,703	953,154	953,154	3,726,574
2017	-	-	154,045	441,497	416,858	1,012,400	1,012,400	4,738,975
2018	-	-	184,006	441,165	466,449	1,091,619	1,091,619	5,830,594
2019	-	-	199,001	384,719	481,547	1,065,267	1,065,267	6,895,861
2020	-	-	212,417	368,549	499,432	1,080,397	1,080,397	7,976,258
2021	-	-	226,033	311,599	517,603	1,055,236	1,055,236	9,031,494
2022	-	-	239,854	516,306	536,065	1,292,226	1,292,226	10,323,719
2023	-	-	244,154	456,086	554,822	1,255,063	1,255,063	11,578,782
2024	-	-	248,519	395,866	573,879	1,218,264	1,218,264	12,797,046
2025	906,497	477,487	252,948	496,357	593,242	1,342,547	2,726,531	15,523,577
2026	920,095	483,456	257,445	434,266	600,657	1,292,368	2,695,919	18,219,496
2027	933,896	489,499	260,905	444,131	608,165	1,313,202	2,736,597	20,956,092
2028	947,904	495,618	264,417	382,041	615,767	1,262,225	2,705,747	23,661,840
2029	962,123	501,813	267,981	364,254	623,465	1,255,700	2,719,636	26,381,475
<b>TOTAL</b>	<b>\$ 4,670,515</b>	<b>\$ 2,447,873</b>	<b>\$ 3,409,708</b>	<b>\$ 7,743,724</b>	<b>\$ 8,109,657</b>	<b>\$ 19,263,088</b>	<b>\$ 26,381,475</b>	

\* Includes the 50% of CID Sales Tax not captured by TIF that is to be used to assist in financing the Redevelopment Project.

**EXHIBIT 8, PAGE 2 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**CITY OF LEE'S SUMMIT**

Prepared 2/7/06  
 Revised 8/31/16

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATS	TOTAL	REAL	PERSONAL	SALES		
2006	\$ -	\$ -	\$ -	\$ 4,011.16	\$ -	\$ -	\$ 4,011.16	\$ 4,011.16
2007	-	-	-	4,011.16	-	-	4,011.16	8,022.32
2008	-	-	-	4,011.16	-	-	4,011.16	12,033.48
2009	-	-	-	4,011.16	9,805.73	4,579.25	18,396.14	30,429.62
2010	-	-	-	4,011.16	19,611.47	-	23,622.63	54,052.25
2011	-	-	-	4,011.16	31,052.56	-	35,063.72	89,115.97
2012	-	-	-	4,011.16	42,493.65	-	46,504.81	135,620.78
2013	-	-	-	4,011.16	62,738.14	14,875.85	81,625.15	217,245.93
2014	-	-	-	4,011.16	73,298.89	8,099.38	85,409.43	302,655.35
2015	-	-	-	4,011.16	83,859.64	336,265.03	424,135.83	726,791.18
2016	-	-	-	4,011.16	80,530.75	193,474.14	278,016.04	1,004,807.22
2017	-	-	-	4,011.16	77,201.85	227,376.98	308,589.99	1,313,397.21
2018	-	-	-	4,011.16	77,143.67	254,426.75	335,581.58	1,648,978.79
2019	-	-	-	4,011.16	67,273.35	256,824.85	328,109.36	1,977,088.15
2020	-	-	-	4,011.16	64,445.76	266,363.73	334,820.64	2,311,908.79
2021	-	-	-	4,011.16	54,487.41	276,055.07	334,553.64	2,646,462.43
2022	-	-	-	4,011.16	90,283.18	285,901.38	380,195.72	3,026,658.15
2023	-	-	-	4,011.16	79,752.90	295,905.18	379,669.23	3,406,327.39
2024	-	-	-	4,011.16	69,222.62	306,069.03	379,302.81	3,785,630.20
2025	241,567.97	347,263.41	588,831.38	4,011.16	86,794.79	316,395.55	407,201.50	4,781,663.07
2026	245,191.49	351,604.20	596,795.69	4,011.16	75,937.44	320,350.49	400,299.09	5,778,757.86
2027	248,869.36	355,999.25	604,868.62	4,011.16	77,662.47	324,354.88	406,028.51	6,789,654.98
2028	252,602.40	360,449.24	613,051.65	4,011.16	66,805.12	328,409.31	399,225.60	7,801,932.22
2029	256,391.44	364,954.86	621,346.30	4,011.16	63,694.77	332,514.43	400,220.35	8,823,498.88
<b>TOTAL</b>	<b>\$ 1,244,622.67</b>	<b>\$ 1,780,270.97</b>	<b>\$ 3,024,893.64</b>	<b>\$ 96,267.84</b>	<b>\$ 1,354,096.14</b>	<b>\$ 4,348,241.26</b>	<b>\$ 5,798,605.24</b>	<b>\$ 8,823,498.88</b>

**EXHIBIT 8, PAGE 3 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**HANDICAP WORKSHOP**

Prepared 2/7/06  
 Revised 8/31/16

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			CUMULATIVE TOTAL
	PILOTS	EATS	TOTAL	REAL	PERSONAL	SALES	
2006	\$ -	\$ -	\$ -	192.69	\$ -	\$ -	192.69
2007	-	-	-	192.69	-	-	192.69
2008	-	-	-	192.69	-	-	192.69
2009	-	-	-	192.69	471.04	-	663.73
2010	-	-	-	192.69	942.09	-	1,134.77
2011	-	-	-	192.69	1,491.69	-	1,684.37
2012	-	-	-	192.69	2,041.29	-	2,233.97
2013	-	-	-	192.69	3,013.78	-	3,206.47
2014	-	-	-	192.69	3,521.09	-	3,713.78
2015	-	-	-	192.69	4,028.41	-	4,221.09
2016	-	-	-	192.69	3,868.50	-	4,061.18
2017	-	-	-	192.69	3,708.58	-	3,901.27
2018	-	-	-	192.69	3,705.79	-	3,898.47
2019	-	-	-	192.69	3,231.64	-	3,424.33
2020	-	-	-	192.69	3,095.81	-	3,288.50
2021	-	-	-	192.69	2,617.44	-	2,810.12
2022	-	-	-	192.69	4,336.98	-	4,529.66
2023	-	-	-	192.69	3,831.13	-	4,023.82
2024	-	-	-	192.69	3,325.28	-	3,517.97
2025	11,604.32	-	11,604.32	192.69	4,169.40	-	15,966.41
2026	11,778.38	-	11,778.38	192.69	3,647.84	-	15,618.91
2027	11,955.06	-	11,955.06	192.69	3,730.71	-	15,878.46
2028	12,134.39	-	12,134.39	192.69	3,209.15	-	15,536.22
2029	12,316.40	-	12,316.40	192.69	3,059.74	-	15,568.82
<b>TOTAL</b>	<b>\$ 59,788.55</b>	<b>\$ -</b>	<b>\$ 59,788.55</b>	<b>\$ 4,624.47</b>	<b>\$ 65,047.38</b>	<b>\$ -</b>	<b>\$ 129,460.40</b>

**EXHIBIT 8, PAGE 4 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**METROPOLITAN JUNIOR COLLEGE DISTRICT**

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATs	TOTAL	REAL	PERSONAL	SALES		
2006	\$ -	\$ -	\$ -	611.74	\$ -	\$ -	611.74	\$ 611.74
2007	-	-	-	611.74	-	-	611.74	1,223.48
2008	-	-	-	611.74	-	-	611.74	1,835.22
2009	-	-	-	611.74	1,495.47	-	2,107.20	3,942.42
2010	-	-	-	611.74	2,990.93	-	3,602.67	7,545.09
2011	-	-	-	611.74	4,735.80	-	5,347.54	12,892.63
2012	-	-	-	611.74	6,480.68	-	7,092.41	19,985.05
2013	-	-	-	611.74	9,568.15	-	10,179.89	30,164.94
2014	-	-	-	611.74	11,178.76	-	11,790.50	41,955.44
2015	-	-	-	611.74	12,789.37	-	13,401.11	55,356.55
2016	-	-	-	611.74	12,281.69	-	12,893.42	68,249.97
2017	-	-	-	611.74	11,774.00	-	12,385.74	80,635.71
2018	-	-	-	611.74	11,765.13	-	12,376.86	93,012.57
2019	-	-	-	611.74	10,259.81	-	10,871.55	103,884.12
2020	-	-	-	611.74	9,828.58	-	10,440.31	114,324.44
2021	-	-	-	611.74	8,309.83	-	8,921.57	123,246.01
2022	-	-	-	611.74	13,769.02	-	14,380.76	137,626.77
2023	-	-	-	611.74	12,163.06	-	12,774.80	150,401.57
2024	-	-	-	611.74	10,557.09	-	11,168.83	161,570.40
2025	36,841.36	-	36,841.36	611.74	13,237.01	-	13,848.75	212,260.51
2026	37,393.98	-	37,393.98	611.74	11,581.16	-	12,192.90	261,847.39
2027	37,954.89	-	37,954.89	611.74	11,844.25	-	12,455.99	312,258.26
2028	38,524.21	-	38,524.21	611.74	10,188.40	-	10,800.14	361,582.61
2029	39,102.07	-	39,102.07	611.74	9,714.04	-	10,325.78	411,010.46
<b>TOTAL</b>	<b>\$ 189,816.50</b>	<b>\$ -</b>	<b>\$ 189,816.50</b>	<b>\$ 14,681.74</b>	<b>\$ 206,512.22</b>	<b>\$ -</b>	<b>\$ 221,193.96</b>	<b>\$ 411,010.46</b>

**EXHIBIT 8, PAGE 5 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**MID-CONTINENT PUBLIC LIBRARY**

YEAR	SURPLUS TIF REVENUE		INCREMENTAL NON-TIF TAXES				TOTAL	CUMULATIVE TOTAL
	PILOTS	EATS	REAL	PERSONAL	SALES	TOTAL		
2006	\$ -	\$ -	\$ 821.40	-	\$ -	\$ 821.40	\$ 821.40	\$ 821.40
2007	-	-	821.40	-	-	821.40	821.40	1,642.79
2008	-	-	821.40	-	-	821.40	821.40	2,464.19
2009	-	-	821.40	2,008.00	-	2,829.39	2,829.39	5,293.58
2010	-	-	821.40	4,015.99	-	4,837.39	4,837.39	10,130.97
2011	-	-	821.40	6,358.87	-	7,180.27	7,180.27	17,311.24
2012	-	-	821.40	8,701.75	-	9,523.15	9,523.15	26,834.39
2013	-	-	821.40	12,847.37	-	13,668.77	13,668.77	40,503.15
2014	-	-	821.40	15,009.98	-	15,831.37	15,831.37	56,334.53
2015	-	-	821.40	17,172.58	-	17,993.98	17,993.98	74,328.51
2016	-	-	821.40	16,490.90	-	17,312.30	17,312.30	91,640.81
2017	-	-	821.40	15,809.22	-	16,630.61	16,630.61	108,271.42
2018	-	-	821.40	15,797.30	-	16,618.70	16,618.70	124,890.12
2019	-	-	821.40	13,776.08	-	14,597.48	14,597.48	139,487.60
2020	-	-	821.40	13,197.05	-	14,018.45	14,018.45	153,506.05
2021	-	-	821.40	11,157.81	-	11,979.20	11,979.20	165,485.26
2022	-	-	821.40	18,487.98	-	19,309.38	19,309.38	184,794.63
2023	-	-	821.40	16,331.62	-	17,153.01	17,153.01	201,947.65
2024	-	-	821.40	14,175.25	-	14,996.65	14,996.65	216,944.29
2025	49,467.74	-	821.40	17,773.64	-	18,595.03	68,062.77	285,007.06
2026	50,209.75	-	821.40	15,550.29	-	16,371.69	66,581.44	351,588.51
2027	50,962.90	-	821.40	15,903.54	-	16,724.94	67,687.84	419,276.35
2028	51,727.34	-	821.40	13,680.20	-	14,501.60	66,228.94	485,505.29
2029	52,503.25	-	821.40	13,043.27	-	13,864.66	66,367.92	551,873.20
<b>TOTAL</b>	<b>\$ 254,870.98</b>	<b>\$ -</b>	<b>\$ 19,713.51</b>	<b>\$ 277,288.71</b>	<b>\$ -</b>	<b>\$ 297,002.22</b>	<b>\$ 551,873.20</b>	



EXHIBIT 8, PAGE 6 OF 11  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
DIRECT TAX IMPACT ANALYSIS  
JACKSON COUNTY MENTAL HEALTH

YEAR	SURPLUS TIF REVENUE		INCREMENTAL NON-TIF TAXES				TOTAL	CUMULATIVE TOTAL
	PILOTS	EATS	REAL	PERSONAL	SALES	TOTAL		
2006	\$ -	\$ -	\$ 312.79	\$ -	\$ -	\$ 312.79	\$ 312.79	\$ 312.79
2007	-	-	312.79	-	-	312.79	312.79	625.58
2008	-	-	312.79	-	-	312.79	312.79	938.37
2009	-	-	312.79	764.65	-	1,077.44	1,077.44	2,015.80
2010	-	-	312.79	1,529.29	-	1,842.08	1,842.08	3,857.88
2011	-	-	312.79	2,421.46	-	2,734.25	2,734.25	6,592.14
2012	-	-	312.79	3,313.64	-	3,626.42	3,626.42	10,218.56
2013	-	-	312.79	4,892.29	-	5,205.08	5,205.08	15,423.64
2014	-	-	312.79	5,715.82	-	6,028.60	6,028.60	21,452.25
2015	-	-	312.79	6,539.34	-	6,852.13	6,852.13	28,304.37
2016	-	-	312.79	6,279.75	-	6,592.54	6,592.54	34,896.91
2017	-	-	312.79	6,020.17	-	6,332.96	6,332.96	41,229.87
2018	-	-	312.79	6,015.63	-	6,328.42	6,328.42	47,558.29
2019	-	-	312.79	5,245.95	-	5,558.74	5,558.74	53,117.02
2020	-	-	312.79	5,025.45	-	5,338.24	5,338.24	58,455.26
2021	-	-	312.79	4,248.90	-	4,561.69	4,561.69	63,016.95
2022	-	-	312.79	7,040.24	-	7,353.03	7,353.03	70,369.98
2023	-	-	312.79	6,219.10	-	6,531.88	6,531.88	76,901.87
2024	-	-	312.79	5,397.95	-	5,710.74	5,710.74	82,612.61
2025	18,837.36	-	312.79	6,768.22	-	7,081.01	25,918.37	108,530.98
2026	19,119.92	-	312.79	5,921.57	-	6,234.36	25,354.28	133,885.26
2027	19,406.72	-	312.79	6,056.09	-	6,368.87	25,775.60	159,660.86
2028	19,697.82	-	312.79	5,209.43	-	5,522.22	25,220.05	184,880.91
2029	19,993.29	-	312.79	4,966.89	-	5,279.68	25,272.97	210,153.88
<b>TOTAL</b>	<b>\$ 97,055.13</b>	<b>\$ -</b>	<b>\$ 7,506.92</b>	<b>\$ 105,591.82</b>	<b>\$ -</b>	<b>\$ 113,098.75</b>	<b>\$ 210,153.88</b>	

**EXHIBIT 8, PAGE 7 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**LEE'S SUMMIT R-7 SCHOOL DISTRICT**

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			CUMULATIVE TOTAL
	PILOTS	EATs	TOTAL	REAL	PERSONAL	SALES	
2006	\$ -	\$ -	\$ -	\$ 15,616.71	\$ -	\$ -	\$ 15,616.71
2007	-	-	-	15,616.71	-	-	15,616.71
2008	-	-	-	15,616.71	-	-	15,616.71
2009	-	-	-	15,616.71	38,176.81	-	53,793.52
2010	-	-	-	15,616.71	76,353.63	-	91,970.34
2011	-	-	-	15,616.71	120,897.40	-	136,514.11
2012	-	-	-	15,616.71	165,441.17	-	181,057.88
2013	-	-	-	15,616.71	244,259.34	-	259,876.05
2014	-	-	-	15,616.71	285,375.67	-	300,992.38
2015	-	-	-	15,616.71	326,492.00	-	342,108.71
2016	-	-	-	15,616.71	313,531.57	-	329,148.28
2017	-	-	-	15,616.71	300,571.14	-	316,187.85
2018	-	-	-	15,616.71	300,344.62	-	315,961.33
2019	-	-	-	15,616.71	261,916.37	-	277,533.08
2020	-	-	-	15,616.71	250,907.64	-	266,524.35
2021	-	-	-	15,616.71	212,136.64	-	227,753.35
2022	-	-	-	15,616.71	351,500.85	-	367,117.56
2023	-	-	-	15,616.71	310,503.16	-	326,119.87
2024	-	-	-	15,616.71	269,505.48	-	285,122.19
2025	470,250.12	-	470,250.12	15,616.71	337,919.45	-	353,536.16
2026	477,303.87	-	477,303.87	15,616.71	295,648.37	-	311,265.08
2027	484,463.43	-	484,463.43	15,616.71	302,364.48	-	317,981.19
2028	491,730.38	-	491,730.38	15,616.71	260,093.40	-	275,710.11
2029	499,106.34	-	499,106.34	15,616.71	247,983.80	-	263,600.51
<b>TOTAL</b>	<b>\$ 2,422,854.13</b>	<b>\$ -</b>	<b>\$ 2,422,854.13</b>	<b>\$ 374,801.04</b>	<b>\$ 5,271,922.96</b>	<b>\$ -</b>	<b>\$ 8,069,578.14</b>

**EXHIBIT 8, PAGE 8 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**JACKSON COUNTY**

Prepared 2/7/06  
 Revised 8/31/16

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATs	TOTAL	REAL	PERSONAL	SALES		
2006	\$ -	\$ -	\$ -	\$ 1,293.97	\$ -	\$ -	\$ 1,293.97	\$ 1,293.97
2007	-	-	-	1,293.97	-	-	1,293.97	2,587.95
2008	-	-	-	1,293.97	-	-	1,293.97	3,881.92
2009	-	-	-	1,293.97	3,163.26	1,780.82	6,238.06	10,119.98
2010	-	-	-	1,293.97	6,326.53	-	7,620.50	17,740.48
2011	-	-	-	1,293.97	10,017.35	-	11,311.32	29,051.79
2012	-	-	-	1,293.97	13,708.16	-	15,002.14	44,053.93
2013	-	-	-	1,293.97	20,238.90	5,785.05	27,317.92	71,371.86
2014	-	-	-	1,293.97	23,645.73	3,149.76	28,089.46	99,461.31
2015	-	-	-	1,293.97	27,052.55	130,769.73	159,116.26	258,577.57
2016	-	-	-	1,293.97	25,978.67	75,239.94	102,512.59	361,090.16
2017	-	-	-	1,293.97	24,904.80	88,424.38	114,623.15	475,713.31
2018	-	-	-	1,293.97	24,886.03	98,943.73	125,123.73	600,837.05
2019	-	-	-	1,293.97	21,701.93	96,309.32	119,305.22	720,142.27
2020	-	-	-	1,293.97	20,789.77	99,886.40	121,970.14	842,112.40
2021	-	-	-	1,293.97	17,577.27	103,520.65	122,391.90	964,504.30
2022	-	-	-	1,293.97	29,124.74	107,213.02	137,631.73	1,102,136.03
2023	-	-	-	1,293.97	25,727.75	110,964.44	137,986.16	1,240,122.19
2024	-	-	-	1,293.97	22,330.75	114,775.89	138,400.61	1,378,522.80
2025	77,928.20	130,223.78	208,151.97	1,293.97	27,999.41	118,648.33	356,093.69	1,734,616.49
2026	79,097.12	131,851.58	210,948.69	1,293.97	24,496.90	120,131.44	356,871.01	2,091,487.50
2027	80,283.58	133,499.72	213,783.30	1,293.97	25,053.39	121,633.08	361,763.74	2,453,251.23
2028	81,487.83	135,168.47	216,656.30	1,293.97	21,550.88	123,153.49	362,654.64	2,815,905.87
2029	82,710.15	136,858.07	219,568.22	1,293.97	20,547.50	124,692.91	366,102.60	3,182,008.48
<b>TOTAL</b>	<b>\$ 401,506.87</b>	<b>\$ 667,601.61</b>	<b>\$ 1,069,108.48</b>	<b>\$ 31,055.36</b>	<b>\$ 436,822.27</b>	<b>\$ 1,645,022.38</b>	<b>\$ 2,112,900.00</b>	<b>\$ 3,182,008.48</b>

**EXHIBIT 8, PAGE 9 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**COMMUNITY IMPROVEMENT DISTRICT \***

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATs	TOTAL	REAL	PERSONAL	SALES		
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-	-	-
2008	-	-	-	-	-	-	-	-
2009	-	-	-	-	-	2,035.22	2,035.22	2,035.22
2010	-	-	-	-	-	-	-	2,035.22
2011	-	-	-	-	-	-	-	2,035.22
2012	-	-	-	-	-	-	-	2,035.22
2013	-	-	-	-	-	6,611.49	6,611.49	8,646.71
2014	-	-	-	-	-	3,599.72	3,599.72	12,246.43
2015	-	-	-	-	-	149,451.12	149,451.12	161,697.56
2016	-	-	-	-	-	85,988.51	85,988.51	247,686.06
2017	-	-	-	-	-	101,056.44	101,056.44	348,742.50
2018	-	-	-	-	-	113,078.55	113,078.55	461,821.05
2019	-	-	-	-	-	128,412.42	128,412.42	590,233.47
2020	-	-	-	-	-	133,181.86	133,181.86	723,415.34
2021	-	-	-	-	-	138,027.54	138,027.54	861,442.87
2022	-	-	-	-	-	142,950.69	142,950.69	1,004,393.57
2023	-	-	-	-	-	147,952.59	147,952.59	1,152,346.15
2024	-	-	-	-	-	153,034.51	153,034.51	1,305,380.67
2025	-	-	-	-	-	158,197.77	158,197.77	1,463,578.44
2026	-	-	-	-	-	160,175.25	160,175.25	1,623,753.69
2027	-	-	-	-	-	162,177.44	162,177.44	1,785,931.13
2028	-	-	-	-	-	164,204.66	164,204.66	1,950,135.78
2029	-	-	-	-	-	166,257.21	166,257.21	2,116,393.00
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,116,393.00</b>	<b>\$ 2,116,393.00</b>	<b>\$ 2,116,393.00</b>

\* The 50% of the CID Sales Tax not captured by TIF is to be used to assist in financing the Redevelopment Project.

**EXHIBIT 8, PAGE 10 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**BLIND PENSION**

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATS	TOTAL	REAL	PERSONAL	SALES		
2006	\$ -	\$ -	\$ -	78.33	\$ -	\$ -	78.33	\$ 78.33
2007	-	-	-	78.33	-	-	78.33	156.66
2008	-	-	-	80.02	-	-	80.02	236.68
2009	-	-	-	80.02	191.48	-	271.50	508.18
2010	-	-	-	80.02	382.96	-	462.98	971.16
2011	-	-	-	80.02	606.38	-	686.40	1,657.56
2012	-	-	-	80.02	829.79	-	909.81	2,567.37
2013	-	-	-	80.02	1,225.11	-	1,305.14	3,872.50
2014	-	-	-	80.02	1,431.34	-	1,511.36	5,383.86
2015	-	-	-	80.02	1,637.56	-	1,717.58	7,101.45
2016	-	-	-	2,352.89	1,572.56	-	3,925.45	11,026.90
2017	-	-	-	2,682.72	1,507.55	-	4,190.27	15,217.17
2018	-	-	-	3,295.40	1,506.42	-	4,801.82	20,018.99
2019	-	-	-	3,602.06	1,313.68	-	4,915.74	24,934.73
2020	-	-	-	3,876.41	1,258.46	-	5,134.87	30,069.60
2021	-	-	-	4,154.87	1,064.00	-	5,218.87	35,288.46
2022	-	-	-	4,437.51	1,763.00	-	6,200.50	41,488.97
2023	-	-	-	4,525.44	1,557.37	-	6,082.81	47,571.77
2024	-	-	-	4,614.69	1,351.74	-	5,966.43	53,538.20
2025	-	-	-	4,705.28	1,694.88	-	6,400.16	59,938.36
2026	-	-	-	4,797.22	1,482.86	-	6,280.09	66,218.44
2027	-	-	-	4,867.98	1,516.55	-	6,384.53	72,602.97
2028	-	-	-	4,939.80	1,304.53	-	6,244.33	78,847.31
2029	-	-	-	5,012.70	1,243.80	-	6,256.49	85,103.80
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,661.77</b>	<b>\$ 26,442.03</b>	<b>\$ -</b>	<b>\$ 85,103.80</b>	<b>\$ 85,103.80</b>

**EXHIBIT 8, PAGE 11 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**REPLACEMENT TAX**

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			CUMULATIVE TOTAL
	PILOTS	EATS	TOTAL	REAL	PERSONAL	SALES	
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-	-
2008	-	-	-	3,832.98	-	-	3,832.98
2009	-	-	-	3,832.98	-	-	7,665.97
2010	-	-	-	3,832.98	-	-	11,498.95
2011	-	-	-	3,832.98	-	-	15,331.93
2012	-	-	-	3,832.98	-	-	19,164.91
2013	-	-	-	3,832.98	-	-	22,997.90
2014	-	-	-	3,832.98	-	-	26,830.88
2015	-	-	-	3,832.98	-	-	30,663.86
2016	-	-	-	112,703.54	-	-	143,367.41
2017	-	-	-	128,502.10	-	-	271,869.51
2018	-	-	-	157,849.84	-	-	429,719.34
2019	-	-	-	172,538.72	-	-	602,258.06
2020	-	-	-	185,679.87	-	-	787,937.93
2021	-	-	-	199,018.15	-	-	986,956.08
2022	-	-	-	212,556.49	-	-	1,199,512.57
2023	-	-	-	216,768.40	-	-	1,416,280.97
2024	-	-	-	221,043.49	-	-	1,637,324.47
2025	-	-	-	225,382.71	-	-	1,862,707.18
2026	-	-	-	229,787.01	-	-	2,092,494.19
2027	-	-	-	233,176.32	-	-	2,325,670.51
2028	-	-	-	236,616.47	-	-	2,562,286.98
2029	-	-	-	240,108.23	-	-	2,802,395.21
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,802,395.21</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,802,395.21</b>

**EXHIBIT 9**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**ASSUMPTIONS**  
**COST-BENEFIT ANALYSIS TABLES**

YEAR	ALL TAXING DISTRICTS		City		Handicap		College	
	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN
2006	\$ 22,939	\$ 22,939	\$ 4,011	\$ 4,011	\$ 193	\$ 193	\$ 612	\$ 612
2007	22,939	22,939	4,011	4,011	193	193	612	612
2008	26,773	26,773	4,011	4,011	193	193	612	612
2009	26,773	91,245	4,011	18,396	193	664	612	2,107
2010	26,773	138,926	4,011	23,623	193	1,135	612	3,603
2011	26,773	204,355	4,011	35,064	193	1,684	612	5,348
2012	26,773	269,784	4,011	46,505	193	2,234	612	7,092
2013	26,773	412,829	4,011	81,625	193	3,206	612	10,180
2014	26,773	460,800	4,011	85,409	193	3,714	612	11,790
2015	26,773	1,349,410	4,011	424,136	193	4,221	612	13,401
2016	137,917	1,212,612	4,011	278,016	193	4,061	612	12,893
2017	154,045	1,332,937	4,011	308,590	193	3,901	612	12,386
2018	184,006	1,442,726	4,011	335,582	193	3,898	612	12,377
2019	199,001	1,443,722	4,011	328,109	193	3,424	612	10,872
2020	212,417	1,486,612	4,011	334,821	193	3,288	612	10,440
2021	226,033	1,489,626	4,011	334,554	193	2,810	612	8,922
2022	239,854	1,735,382	4,011	380,196	193	4,530	612	14,381
2023	244,154	1,707,116	4,011	379,669	193	4,024	612	12,775
2024	248,519	1,679,348	4,011	379,303	193	3,518	612	11,169
2025	252,948	3,196,781	4,011	996,033	193	15,966	612	50,690
2026	257,445	3,173,222	4,011	997,095	193	15,619	612	49,587
2027	260,905	3,221,060	4,011	1,010,897	193	15,878	612	50,411
2028	264,417	3,197,478	4,011	1,012,277	193	15,536	612	49,324
2029	267,981	3,218,742	4,011	1,021,567	193	15,569	612	49,428
<b>TOTAL</b>	<b>\$ 3,409,708</b>	<b>\$ 32,537,363</b>	<b>\$ 96,268</b>	<b>\$ 8,823,499</b>	<b>\$ 4,624</b>	<b>\$ 129,460</b>	<b>\$ 14,682</b>	<b>\$ 411,010</b>



**EXHIBIT 9**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**ASSUMPTIONS**  
**COST-BENEFIT ANALYSIS TABLES**

Library		Mental Hlth		School		County	
PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN
\$ 821	\$ 821	\$ 313	\$ 313	\$ 15,617	\$ 15,617	\$ 1,294	\$ 1,294
821	821	313	313	15,617	15,617	1,294	1,294
821	821	313	313	15,617	15,617	1,294	1,294
821	2,829	313	1,077	15,617	53,794	1,294	6,238
821	4,837	313	1,842	15,617	91,970	1,294	7,621
821	7,180	313	2,734	15,617	136,514	1,294	11,311
821	9,523	313	3,626	15,617	181,058	1,294	15,002
821	13,669	313	5,205	15,617	259,876	1,294	27,318
821	15,831	313	6,029	15,617	300,992	1,294	28,089
821	17,994	313	6,852	15,617	568,688	1,294	159,116
821	17,312	313	6,593	15,617	588,607	1,294	102,513
821	16,631	313	6,333	15,617	636,724	1,294	114,623
821	16,619	313	6,328	15,617	667,068	1,294	125,124
821	14,597	313	5,559	15,617	655,988	1,294	119,305
821	14,018	313	5,338	15,617	672,739	1,294	121,970
821	11,979	313	4,562	15,617	662,144	1,294	122,392
821	19,309	313	7,353	15,617	810,274	1,294	137,632
821	17,153	313	6,532	15,617	778,173	1,294	137,986
821	14,997	313	5,711	15,617	746,206	1,294	138,401
821	68,063	313	25,918	15,617	1,294,036	1,294	356,094
821	66,581	313	25,354	15,617	1,265,873	1,294	356,871
821	67,688	313	25,776	15,617	1,286,908	1,294	361,764
821	66,229	313	25,220	15,617	1,259,171	1,294	362,655
821	66,368	313	25,273	15,617	1,261,813	1,294	366,103
\$ 19,714	\$ 551,873	\$ 7,507	\$ 210,154	\$ 374,801	\$ 14,225,466	\$ 31,055	\$ 3,182,008

**EXHIBIT 9**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**ASSUMPTIONS**  
**COST-BENEFIT ANALYSIS TABLES**

CID		Blind Pension			Replacement		
PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN
\$ -	\$ -	78 \$	78	\$ -	-	\$ -	-
-	-	78	78	-	-	-	-
-	-	78	80	-	-	-	3,833
-	2,035	78	272	-	-	-	3,833
-	-	78	463	-	-	-	3,833
-	-	78	686	-	-	-	3,833
-	-	78	910	-	-	-	3,833
-	6,611	78	1,305	-	-	-	3,833
-	3,600	78	1,511	-	-	-	3,833
-	149,451	78	1,718	-	-	-	3,833
-	85,989	78	3,925	-	-	-	3,833
-	101,056	78	4,190	-	-	-	112,704
-	113,079	78	4,802	-	-	-	128,502
-	128,412	78	4,916	-	-	-	157,850
-	133,182	78	5,135	-	-	-	172,539
-	138,028	78	5,219	-	-	-	185,680
-	142,951	78	6,201	-	-	-	199,018
-	147,953	78	6,083	-	-	-	212,556
-	153,035	78	5,966	-	-	-	216,768
-	158,198	78	6,400	-	-	-	221,043
-	160,175	78	6,280	-	-	-	225,383
-	162,177	78	6,385	-	-	-	229,787
-	164,205	78	6,244	-	-	-	233,176
-	166,257	78	6,256	-	-	-	236,616
\$ -	\$ 2,116,393	\$ 1,880	\$ 85,104	\$ -	\$ -	\$ -	\$ 2,802,395

## FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT

**THIS FIRST AMENDMENT** (the “**First Amendment**”), entered into on the \_\_\_\_ day of \_\_\_\_\_, 2017, amends the I-470 Business and Technology Tax Increment Financing Contract by and between the **CITY OF LEE’S SUMMIT, MISSOURI** (“**City**”) and the **LBC DEVELOPMENT CORP.** (“**Developer**”), dated March 8, 2007 (the “**Original TIF Contract**”). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Original TIF Contract.

### RECITALS

A. The First Amendment removed one tract, containing approximately 34 acres, reducing the Redevelopment Area from 125 acres to 95 acres.

B. The parties now desire to conform the TIF Contract to the Second Amendment to the TIF Plan.

**NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements contained herein, the City and the District do hereby agree as follows:

1. Article I, Section L, entitled "Developer" is hereby amended by deleting said Article I, Section L, in its entirety and replacing it with the following:

L. "Developer", Wilgate Development, L.L.C., its successors and assigns, subject, however, to the provisions of **Article X** hereof. The obligations of the Original Developer under the Original Plan were assigned to LBC Development Corp. pursuant to the Assignment Agreement approved by the City by Ordinance 6452, adopted July 19, 2007. The Assignment Agreement was executed between the Original Developer and the Developer on August 13, 2007.

2. Article I, Section N, of the Original Agreement, entitled "Eastern Collector Road", is hereby amended by deleting said Article I, Section N, in its entirety.

3. Article I, Section T, of the Original Agreement, entitled "Minimum Investment Standards", is hereby amended by deleting said Article I, Section T, in its entirety and replacing it with the following:

T. "Minimum Investment Standards", Expectations contained within the Redevelopment Plan and which state that: (a) the total assessed value of real property within the Redevelopment Area upon completion of the Redevelopment Project will be approximately \$22,526,295; (b) the Redevelopment Project will consist of 503,925 square feet of office and warehouse space, approximately 64,500 square feet of general retail, 13,150 square feet of restaurant space, a 42,250 square foot hotel and a 45,250 square foot retail strip center; and (c) the creation of 138 new jobs.

4. Article IV, Section 1.D of the Original Agreement, entitled "Distribution of Surplus to Taxing Districts", is hereby amended by deleting said Article IV, Section 1.D, in its entirety and replacing it with the following:

D. Distribution of Surplus to Taxing Districts. Subject to financial considerations, it is the intent of the parties that all Reimbursable Project Costs be paid as soon as possible. After all incurred Reimbursable Project Costs have been paid, then on

December 31 of each year until the Redevelopment Plan is terminated, the funds remaining in the Payment in Lieu of Taxes Account and the Economic Activity Taxes Account, if any, shall be disbursed to the Taxing Districts in accordance with the Act, which payment shall be subject to City's authority to maintain reasonable reserves and Reimbursable Project Costs in future years, as City shall determine to be appropriate.

5. Article VII, Section 4 of the Original Agreement, entitled "Certificate of Compliance", is hereby amended by deleting said Article VII, Section 4 in its entirety and replacing it with the following:

4. Certificate of Compliance. Upon the completion of the Redevelopment Project, the Developer shall submit a report certifying that the Redevelopment Project and all required Public Project Improvements have been completed in accordance with the Redevelopment Plan and that the Developer is in compliance with all other provisions of this Contract. The Developer shall, as part of its report, submit its certificate setting forth: (a) the total cost of completing the Redevelopment Project and Public Project Improvements; (b) Redevelopment Project Costs incurred which are eligible for reimbursement pursuant to the Redevelopment Plan or which have been paid for with the proceeds of Obligations; and (c) the Private Funds used to complete the Redevelopment Project, which may include capitalized interest to the extent actually paid to unrelated third parties during construction, but not during any "lease-up" period. The City may conduct an investigation, and if the City determines that the Redevelopment Project has been completed in accordance with the provisions of the Redevelopment Plan, as evidenced by certificates of occupancy where appropriate and other required governmental approvals, and that all of Developer's duties pursuant to this Contract have been performed then it shall issue a Certificate of Completion and Compliance and certify that the Developer has fully discharged its obligations under the Redevelopment Plan and this Contract.

The certification by the City shall be conclusive determination of the satisfaction and termination of the covenants in this Contract, with respect to the obligations of the Developer to complete the Redevelopment Project and the public Project Improvements within the dates for the beginning and completion thereof, but shall not prevent the City from action in the event of any subsequent default by the Developer in the performance of any of its other obligations under this Contract.

Such certificate issued by the City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds.

6. Article VIII, Section 4.D of the Original Agreement, entitled "Strother Interchange TDD", is hereby amended by deleting said Article VIII Section 4.D in its entirety.

7. Article XV, Section 1 of the Original Agreement, entitled "Notices", is hereby amended by deleting said Article XV, Section 1 in its entirety and replacing it with the following:

1. Notice. Any notice required by this Contract shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

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

Notices to Developer shall be addressed to:

Jay Burchfield  
302 Campusview Drive, Suite 211  
Columbia, Missouri 65201

With a copy to:

William B. Moore, Esq.  
White Goss, a Professional Corporation  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111

8. The Original TIF Contract is hereby amended by deleting **Exhibit D** in its entirety and replacing it with the **Exhibit D** attached hereto.

9. The Original TIF Contract is hereby amended by deleting **Exhibit E** in its entirety and replacing it with the **Exhibit E** attached hereto.

10. The Original TIF Contract is hereby amended by deleting **Exhibit F** in its entirety and replacing it with the **Exhibit F** attached hereto.

11. The Original TIF Contract is hereby amended by deleting **Exhibit G** in its entirety and replacing it with the **Exhibit G** attached hereto.

12. Except as amended hereby, the Original TIF Contract remains in full force and effect.

[Remainder of page intentionally blank.]

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first above written.

**CITY:**

CITY OF LEE'S SUMMIT, MISSOURI

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**DEVELOPER:**

LBC DEVELOPMENT CORP.

By: \_\_\_\_\_  
President

Notary for City of Lee's Summit

STATE OF MISSOURI        )  
  )  
COUNTY OF JACKSON     )        ss.

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

[SEAL]



Notary for LBC Development Corp.

STATE OF MISSOURI        )  
  )  
COUNTY OF \_\_\_\_\_ )        ss.

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came the President of LBC Development Corp. a Missouri corporation, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

[SEAL]

**EXHIBIT D**  
**IMPROVEMENTS**

The mixed use commercial development to be constructed within the Redevelopment Area which is anticipated to consist of 503,925 square feet of office and warehouse space, approximately 64,500 square feet of general retail development, 13,150 square feet of restaurant development, a 42,250 square-foot hotel and a 45,250 square-foot retail strip center.

## **EXHIBIT E**

### **PUBLIC PROJECT IMPROVEMENTS**

Public Project Improvements include the following traffic improvements and on-site improvements to be constructed within the City by the Developer:

1. Signalization at the intersection of Colbern Road and Town Centre Boulevard;
2. Turn lanes at Colbern Road and Town Centre Boulevard;
3. Construction of a raised median at Colbern Road and Independence Avenue;
4. Other traffic improvements which the City may designate as development in and around the Redevelopment Area proceeds; and
5. The internal streets and utilities, storm water improvements and wetlands mitigation included in the Redevelopment Project Costs as part of the “Redevelopment Project Improvements” and “Professional Services” costs as shown on Exhibit 4 to the Redevelopment Plan.

**EXHIBIT F**  
**DEVELOPMENT SCHEDULE**

<u>Redevelopment Project</u>	<u>Completion Date</u>
1	2022

EXHIBIT G

REDEVELOPMENT PROJECT COST BUDGET

DESCRIPTION	REDEVELOPMENT COSTS	REIMBURSEABLE PROJECT COSTS
<i>Redevelopment Project Improvements</i>		
Storm Sewer & Stormwater Retention	\$ 2,001,300	\$ 2,001,300
Wetlands Mitigation	160,000	160,000
Internal Streets & Utilities	1,497,491	1,497,491
Phase I Construction	19,854,325	-
Phase II Construction	41,581,500	-
<i>Subtotal</i>	<i>\$ 65,094,616</i>	<i>\$ 3,658,791</i>
<i>Professional Services</i>		
Engineering & Architectural	\$ 614,358	\$ -
Legal	206,973	206,973
City's Legal Services	14,000	14,000
<i>Subtotal</i>	<i>\$ 835,331</i>	<i>\$ 220,973,00</i>
<i>Public Road Improvements</i>		
Signalization at Colbern and Town Centre	\$ 150,000	\$ 150,000
Turn Lanes at Colbern and Town Centre	60,000	60,000
Raised Median at Colbern and Independence	12,000	12,000
<i>Subtotal</i>	<i>\$ 222,000</i>	<i>\$ 222,000</i>
<b>TOTAL</b>	<b>\$ 66,151,947</b>	<b>\$ 4,101,764</b>

# I-470 Business & Technology TIF Update

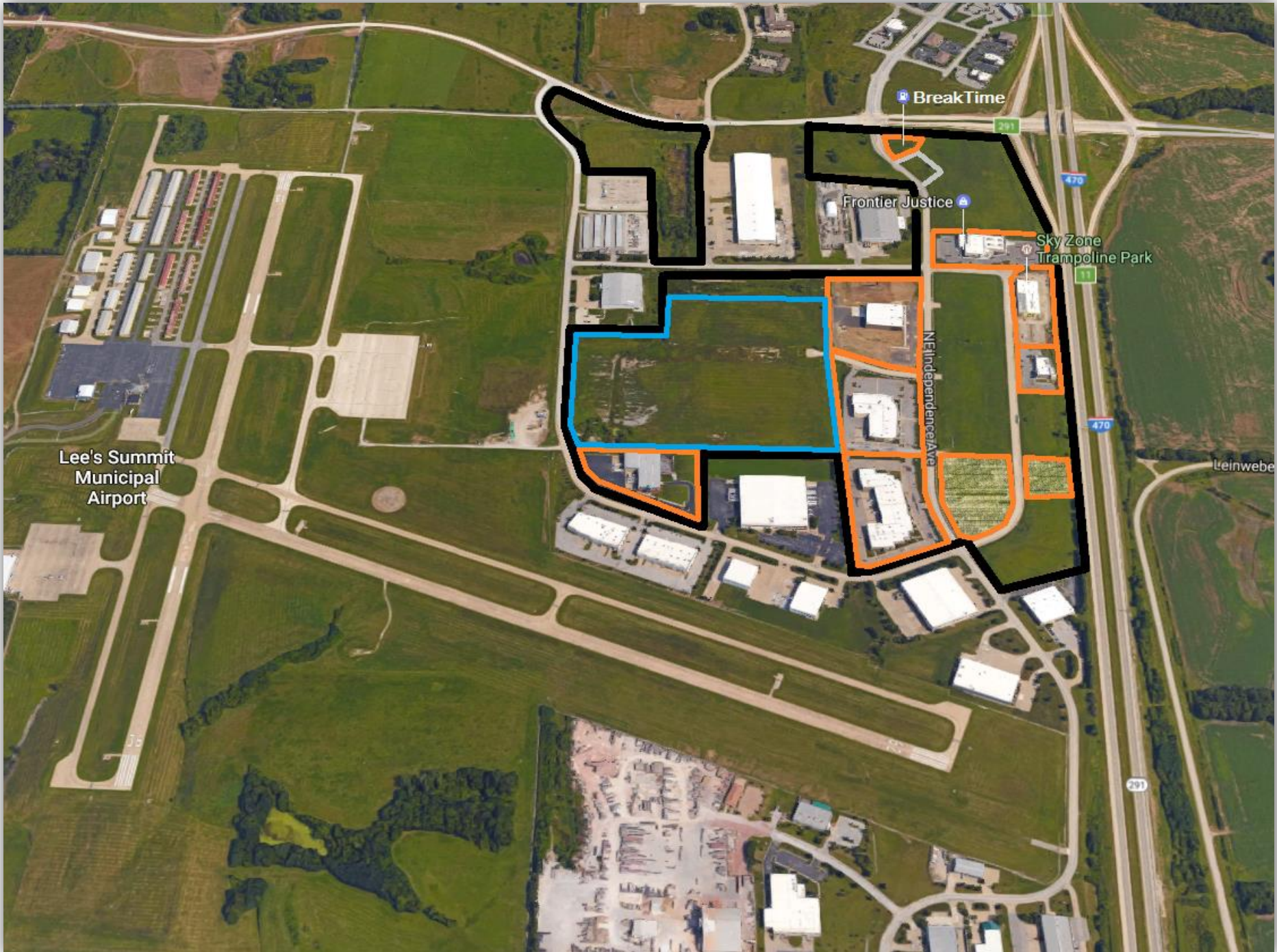
Presented by:

Jay Burchfield

Presented to:

Lee's Summit City Council

May 4, 2017



Lee's Summit  
Municipal  
Airport

BreakTime

Frontier Justice

Sky Zone  
Trampoline Park

N Independence Ave

Leinweber



# I-470 Business & Technology TIF Update - Purpose

Purpose: Update the City Council on the TIF District current status and impacts with regard to:

- Project Cost/Investment
- Vertical Construction (Buildings)
- Assessed Value
- Real Estate Taxes
- Taxable Sales
- Job Creation

# I-470 Business & Technology TIF Update - Investment

LBC Development Corp., Developer, has invested the following in the TIF area:

- \$16,000,000 Land & Infrastructure
- \$9,550,000 Exclusive of Land
- \$4,046,569 TIF Eligible Costs To Date

# I-470 Business & Technology TIF Update - Buildings

(8) Buildings Completed & Occupied: 275,367 sqft

(3) Buildings Under Construction: 103,075 sqft

Total 378,442 sqft

# I-470 Business & Technology TIF Update – Assessed Value

2006 Assessed Value: \$231,445

2009 Assessed Value: \$3,510,724

2016 Assessed Value: \$6,741,349

# I-470 Business & Technology TIF Update – R/E Taxes

2006 Real Estate Taxes:	\$23,460
2009 Real Estate Taxes:	\$360,737
2016 Real Estate Taxes:	\$692,693

# I-470 Business & Technology TIF Update – New Sales

Taxable Sales 2006-2013:	\$4,942,284
Taxable Sales 2014 – Present:	\$45,706,912

# I-470 Business & Technology TIF Update – New Jobs

New Jobs since 2006: 405



## Packet Information

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**File #:** BILL NO. 17-99, **Version:** 1

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AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN AND A FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT.

Issue/Request:

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN AND A FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT.

Key Issues:

This ordinance will approve a second amendment to the I-470 Business and Technology Tax Increment Financing Plan and a First Amendment to the Tax Increment Financing Contract.

Proposed City Council Motion:

First Motion: AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN AND A FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT, I move for second reading.

Second Motion: AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN AND A FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT, I move for adoption.

Background:

On July 27, 2006, the City Council approved the I-470 Business and Technology Tax Increment Financing Plan (the "**Redevelopment Plan**") through the adoption of Ordinance No. 6229. The City also entered into a Tax Increment Financing Contract with Wilgate Development, L.L.C., dated March 8, 2007 (the "**TIF Contract**"). The obligations of Wilgate Development, L.L.C. under the Redevelopment Plan and TIF Contract were assigned to LBC Development Corp. (the "**Developer**") pursuant to an Assignment Agreement approved by the City Council by Ordinance 6452, adopted July 19, 2007, which was executed on August 13, 2007. On December 3, 2015, the City Council approved a First Amendment to the Redevelopment Plan through the adoption of Ordinance No. 7757 in order to remove approximately 30 acres from the Redevelopment Area.

LBC Development Corp. has requested a Second Amendment to the Redevelopment Plan. The primary purpose of the proposed amendment is to revise the following budget line items:

1. Reimbursable Project Costs in the amount of \$5,000,000 for "Contribution to Construction of TDD Project" are proposed to be eliminated. This budget line item was included in the original budget to assist in funding the Strother Road Interchange. TIF revenues were not necessary to complete the Strother Road Interchange project and this line item is proposed to be deleted.

2. The Developer incurred expenses, in addition to what was originally budgeted, to fund public improvements to support the development, along with associated professional costs. Several budget line items are proposed to be adjusted to provide reimbursement for the additional public improvement and professional costs. The total additional TIF reimbursement being requested for these line items is \$1,029,764.
3. The result of the proposed changes outlined above is that the amount of reimbursable project costs are reduced from \$8,072,000 to \$4,101,764.

The Second Amendment also updates several pieces of project data, such as square footage of development and revenue projections, and the Developer will provide an overview of those proposed changes.

An amendment to the TIF Contract is also proposed in order to make it conform to the Redevelopment Plan, as amended by the proposed Second Amendment.

Impact/Analysis:

Ultimately by adopting this ordinance the reimbursable project costs for the I-470 Business and Technology TIF are reduced from \$8,072,000 to \$4,101,764.

Recommendation: Staff recommends approval of the ordinance.

Committee Recommendation: The TIF Commission conducted a public hearing on April 4, 2017, and then voted unanimously to recommend approval of the Second Amendment to the Redevelopment Plan.

## **BILL NO. 17-99**

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AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN AND A FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT.

WHEREAS, on July 27, 2006, the City Council approved the I-470 Business and Technology Tax Increment Financing Plan (the “**Redevelopment Plan**”) through the adoption of Ordinance No. 6229, in accordance with the Real Property Tax Increment Allocation Redevelopment Act, sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “**TIF Act**”); and,

WHEREAS, the City entered into a Tax Increment Financing Contract with Wilgate Development, L.L.C., dated March 8, 2007 (the “**TIF Contract**”); and,

WHEREAS, the obligations of Wilgate Development, L.L.C. under the Redevelopment Plan and TIF Contract were assigned to LBC Development Corp. pursuant to an Assignment Agreement approved by the City Council by Ordinance 6452, adopted July 19, 2007, which Assignment Agreement was executed on August 13, 2007; and,

WHEREAS, on December 3, 2015, the City Council approved a First Amendment to the Redevelopment Plan through the adoption of Ordinance No. 7757; and,

WHEREAS, the Redevelopment Area for the Redevelopment Plan, which contains approximately 95 acres, is generally located in Lee’s Summit, Missouri, in an area south of Strother Road, west of I-470 and east of Lee’s Summit Municipal Airport, and is legally described in the Redevelopment Plan; and,

WHEREAS, on February 9, 2017, the applicant, LBC Development Corp., submitted a proposed Second Amendment to the Redevelopment Plan (the “**Second Amendment**”) which would provide for (i) revising the Redevelopment Project improvements to be constructed, (ii) deleting the definition of Eastern Collector Road, (iii) revising the definition of Public Road Improvements, (iv) deleting the definition of Strother Interchange TDD Project, (v) revising the amount of projected Redevelopment Project Costs, (vi) revising the amount of Reimbursable Project Costs that will be reimbursed, (vii) revising the project schedule, (viii) updating revenue projections, tax impact statements, cost-benefit analyses, and anticipated assessed valuation numbers, and (ix) making such other changes as are consistent with the foregoing, all as described in more detail in the Amendment; and,

WHEREAS, on February 15, 2017, the City mailed written notices of the scheduled TIF Commission public hearing to consider the Second Amendment to all taxing districts from which taxable property is included in the proposed Redevelopment Area, in compliance with Sections 99.825 and 99.830, RSMo; and,

WHEREAS, on March 8, 2017, the City published notice in the *Lee’s Summit Journal* of the scheduled TIF Commission public hearing to consider the merits of the Second Amendment, in compliance with Section 99.830, RSMo; and,

WHEREAS, on March 22, 2017, the City mailed written notices of the scheduled TIF Commission public hearing to all persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the

## **BILL NO. 17-99**

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Redevelopment Area, in compliance with Section 99.830, RSMo; and,

WHEREAS, on March 29, 2017, the City again published notice in the *Lee's Summit Journal* of the scheduled TIF Commission public hearing to consider the merits of the Second Amendment, in compliance with Section 99.830, RSMo; and,

WHEREAS, on March 31, 2017, notice of the TIF Commission meeting at which the public hearing will be held for consideration of the Second Amendment was posted in compliance with the Missouri Sunshine Law, Sections 610.010 to 610.225, RSMo, and the special notice requirements set forth in Section 67.2725, RSMo; and,

WHEREAS, a copy of the notice of the public hearing has been submitted to the Director of the Department of Economic Development, in compliance with Sections 99.825 and 99.830, RSMo.; and,

WHEREAS, on April 4, 2017, at 6:00 p.m., the TIF Commission held the public hearing to consider the Second Amendment, and after taking evidence and testimony, thereafter voted to adopt Resolution No. 2017-1 which recommends that the City Council approve the Second Amendment; and,

WHEREAS, the City Council, having heard and considered the objections, protests, comments, and other evidence adduced at a public meeting, the evidence and testimony submitted at the TIF Commission public hearing, and the recommendation of the TIF Commission, desires to approve the Second Amendment; and,

WHEREAS, in order to insure that the Redevelopment Plan, as amended by the Second Amendment, is consistent with the TIF Contract, the City Council also hereby determines that it is in the best interests of the City to enter into a First Amendment to Tax Increment Financing Contract with the LBC Development Corp. in substantially the form attached hereto.

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

SECTION 1. That the City Council hereby re-affirms the findings previously made by the Council pursuant to Section 99.810, RSMo, through the adoption of Ordinance No. 6229 on July 27, 2006 regarding the Redevelopment Plan and the Redevelopment Area as a whole, including that the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

SECTION 2. That the Second Amendment, a copy of which is attached hereto as **Exhibit A**, is hereby approved and adopted.

SECTION 3. That the First Amendment to Tax Increment Financing Contract is hereby approved in substantially the form attached hereto as **Exhibit B** and the City Manager is authorized to execute the First Amendment to Tax Increment Financing Contract on behalf of the City.

**BILL NO. 17-99**

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SECTION 4. That City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 5. That this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**BILL NO. 17-99**

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**EXHIBIT A**

**SECOND AMENDMENT TO REDEVELOPMENT PLAN**

**BILL NO. 17-99**

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**EXHIBIT B**

**FIRST AMENDMENT TO TIF CONTRACT**

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**SECOND AMENDMENT TO I-470 BUSINESS AND TECHNOLOGY  
TAX INCREMENT FINANCING PLAN**

**LEE'S SUMMIT, MISSOURI**

**LBC Development Corp., Applicant**

**February 9, 2017**

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A. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the I-470 Business and Technology Tax Increment Financing Plan, as amended, approved by Ordinance No. 6229 adopted by the City Council on July 27, 2006.

B. **Amendment to Article I.** Article I to the Redevelopment Plan, entitled Introduction is hereby amended by deleting said Article I in its entirety and replacing it with the following:

## **I. INTRODUCTION**

This Plan provides for the redevelopment of the Redevelopment Area, which is located in Lee's Summit, Missouri, and consists of approximately 95 acres of land generally located south of Strother Road, west of I-470 and east of Lee's Summit Municipal Airport. A legal description of the Redevelopment Plan is contained in Exhibit 1. This plan is the result of planning and discussions with City officials, experts in planning and development matters and other interested parties. Under this Plan, the Redevelopment Area will be developed as one Redevelopment Project. The Redevelopment Project will consist of over 503,925 square feet of office and warehouse space, approximately 64,500 square feet of general retail development, 13,150 square feet of restaurant development, a 42,250 square-foot hotel and a 45,250 square-foot retail strip center.

In addition to the construction of the Redevelopment Project, the Plan provides for On-Site Improvements to facilitate storm water run-off in the vicinity of the Redevelopment Area; wetland mitigation; and Public Road Improvements, consisting of improvements to the intersection of Colbern Road and Town Centre Boulevard and a raised median at the intersection of Colbern Road and NE Independence Avenue. The Plan also authorizes the annual payment of School District Capital Costs to Lee's Summit R-7 School District, to offset expenses incurred for buildings and equipment required to provide for additional students which will attend classes within the Lee's Summit R-7 School District as a result of population growth in the area which will necessarily follow completion of the Redevelopment Project.

The development within the Redevelopment Area anticipated under this Plan is in the public interest because it will result in increased employment within the City and will enhance the tax base of the City. The Redevelopment Area is an appropriate area for the use of tax increment financing because it qualifies as an Economic Development Area, has not on the whole been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. This is due in large part to the costs of the construction of necessary improvements to the surrounding streets and highways, the substantial costs of wetland mitigation, and the fact that the storm sewer and storm water retention facilities in and adjacent to the Redevelopment Area are currently in need of substantial improvements due to the potential for overflows or backups. The existing conditions study, included as Exhibit 2 to this Plan, illustrates the factors that qualify the Redevelopment Area as an Economic Development Area under the Act.

The existing conditions, including the necessity of funding the Public Road Improvements, have caused the Redevelopment Area to be economically infeasible to develop without the assistance of tax increment financing. This experience, along with economic data and conditions, indicated that without tax increment financing, the Redevelopment Area is not likely to be developed. With the construction of the Redevelopment Project, the On-Site Improvements, and the Public Road Improvements, the Redevelopment Area can be developed to its highest and best use.

The estimated cost of the Redevelopment Project is approximately \$66,151,947, including the cost of the Public Road Improvements. The Redevelopment Project Costs include the Reimbursable Project Costs, which are currently estimated to be approximately \$4,101,764, plus interest and Financing Costs.

According to the records of the County Assessor, the Total Initial Equalized Assessed Value of the Redevelopment Project Area in 2005 was \$261,092. Following

the construction of the Redevelopment Project, it is estimated that the assessed value of the real property within the Redevelopment Project Area will increase to approximately \$16,688,892.

Tax increment financing will allow the use of the Payments in Lieu of Taxes and the Economic Activity Taxes from the Redevelopment Project Area to pay Reimbursable Project Costs and School District Capital Costs. Upon the completion of this Plan, the payment of all Reimbursable Project Costs, tax revenue from the Redevelopment Project Area will be paid to the City and other Taxing Districts as if this Plan had not been adopted.

**C. Amendment to Article II Section M.** Article II Section M to the Redevelopment Plan, entitled Eastern Collector Road, is hereby deleted in its entirety and replacing it with the following:

M. Left blank intentionally.

**D. Amendment to Article II Section AA.** Article II Section AA to the Redevelopment Plan, entitled Public Road Improvements, is hereby amended by deleting said Article II Section AA in its entirety and replacing it with the following:

AA. Public Road Improvements: The following traffic improvements to be constructed within the City by the Developer and reimbursed as shown on Exhibit 4 to this Plan:

1. Signalization at the intersection of Colbern Road and Town Centre Boulevard;
2. Turn lanes at Colbern Road and Town Centre Boulevard;
3. Construction of a raised median at Colbern Road and Independence Avenue; and
4. Other traffic improvements which the City may designate as development in and around the Redevelopment Area proceeds.

**E. Amendment to Article II Section FF.** Article II Section FF to the Redevelopment Plan, entitled Reimbursable Project Costs, is hereby amended by deleting said Article II Section FF in its entirety and replacing it with the following:

FF. Reimbursable Project Costs: Those Redevelopment Project Costs identified in Exhibit 4 to this Plan, in the estimated amount of \$4,101,764, plus interest and Financing Costs.

F. Amendment to Article II Section JJ. Article II Section JJ to the Redevelopment Plan, entitled Strother Interchange TDD Project, is hereby deleted in its entirety and replacing it with the following:

JJ. Left blank intentionally.

G. Amendment to Article VII Section D. Article VII Section D to the Redevelopment Plan, entitled Redevelopment Project, is hereby amended by deleting said Article VII Section D in its entirety and replacing it with the following:

D. Redevelopment Project. The Redevelopment Project will consist of the construction of over 503,925 square feet of office and warehouse space, approximately 64,500 square feet of general retail development, 13,150 square feet of restaurant development, a 42,250 square-foot hotel and a 45,250 square-foot retail strip center, as well as the On-Site Improvements and the Public Road Improvements.

H. Amendment to Article VII Section E. Article VII Section E to the Redevelopment Plan, entitled Schedule of Development, is hereby amended by deleting said Article VII Section E in its entirety and replacing it with the following:

E. Schedule of Development. It is anticipated that construction of the Redevelopment Project will begin in 2006 and be completed by 2022.

I. Amendment to Article VIII Section A. Article VIII Section A to the Redevelopment Plan, entitled Projected Redevelopment Project Costs, is hereby amended by deleting said Article VIII Section A in its entirety and replacing it with the following:

A. Projected Redevelopment Project Costs. The Redevelopment Project Costs for the Plan are estimated to be approximately \$66,151,947, as shown on Exhibit 4 to this Plan. These estimated Redevelopment Project Costs include Reimbursable Project Costs of approximately \$4,101,764, as shown on Exhibit 4 to this Plan, plus interest and Financing Costs.

**J. Amendment to Article VIII Section B.** Article VIII Section B to the Redevelopment Plan, entitled Source of Funds, is hereby amended by deleting said Article VIII Section B in its entirety and replacing it with the following:

B. Source of Funds. It is anticipated that the Developer will secure funding for all of the Redevelopment Project Costs. All Reimbursable Project Costs advanced by the Developer, including the Public Road Improvements Costs, will be repaid with TIF Revenues.

**K. Amendment to Article VIII Section D.** Article VIII Section D to the Redevelopment Plan, entitled Issuance, Nature and Term of Obligations, is hereby amended by deleting said Article VIII Section D in its entirety and replacing it with the following:

D. Issuance, Nature and Term Obligations. Obligations may be issued by the CID or any other private or public entity approved by the City pursuant to this Plan, on terms and at an interest rate determined by market conditions at the time of issuance. The proceeds of the Obligations may be used to pay all or any portion of the Reimbursable Project Costs incurred or to be incurred by the Developer, or any other person or entity. The proceeds of the Obligations may also be used to fund capitalized interest accounts, debt service reserve funds, and Financing Costs, as may be required to issue such Obligations. Obligations may be sold in one or more series in order to implement this Plan. Each Obligation issued must be retired not later than 23 years after the issue date of such Obligations. It is anticipated that Obligations issued by the CID to pay Reimbursable Project Costs will be on parity with, or accorded a higher priority claim to TIF Revenues in the Special Allocation Fund than, Obligations issued by the Strother Interchange TDD.

**L. Amendment to Article VIII Section G.** Article VIII Section G to the Redevelopment Plan, entitled Projected TIF Revenue, is hereby amended by deleting said Article VIII Section G in its entirety and replacing it with the following:

G. Projected TIF Revenue. The projected Payments in Lieu of Taxes and Economic Activity Taxes from the Redevelopment Project for the entire 23-year period are approximately \$13,763,938, and \$6,550,103 respectively.

**M. Amendment to Article VIII Section G Subsection 1.b.** Article VIII Section G Subsection 1.b. to the Redevelopment Plan, entitled, Anticipated Assessed Valuation, is hereby amended by deleting said Article VIII Section G Subsection 1.b. in its entirety and replacing it with the following:

**1.b. Anticipated Assessed Valuation.** Upon completion of the Redevelopment Project, the assessed value of the Redevelopment Project Area is anticipated to be approximately \$16,688,892. When this Plan is terminated, the Redevelopment Project Area will annually yield an estimated \$962,123 in additional ad valorem real property taxes at 2015 levy rates. The projected increase in ad valorem taxes within the Redevelopment Project Area is shown on Exhibit 5 to this Plan.

**N. Amendment to Article VIII Section G Subsection 2.b.** Article VIII Section G Subsection 2.b. to the Redevelopment Plan, entitled, Anticipated Sales Taxes, is hereby amended by deleting said Article VIII Section G Subsection 2.b. in its entirety and replacing it with the following:

**2.b. Anticipated Sales Taxes.** In the year 2029, which is the last year during which this Plan could be in effect, it is projected that: (i) total annual sales subject to local sales tax in the Redevelopment Project Area will be approximately \$24,330,324; and (ii) sales in the Redevelopment Project Area will yield an estimated \$547,432 in additional local annual sales tax revenue. The projected annual sales taxes in the Redevelopment Project Area by year through the 23<sup>rd</sup> year of operation is shown on Exhibit 7 to this Plan.

**O. Amendment to Article IX.** Article IX to the Redevelopment Plan, entitled Disbursements from Special Allocation Fund, is hereby amended by deleting said Article IX and replacing it with the following:

All disbursements from the Special Allocation Fund will be made by the City Treasurer out of the two separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes in proportion to their respective balances at the time of making a disbursement as set forth in this Plan; provided that revenue from the Economic Activity Account shall be used exclusively to fund the portion of Reimbursable Project Costs which represents payments

for the Public Road Improvements Costs and other Redevelopment Project Costs which are or will be within public easements and rights-of-way and which ultimately will be owned and maintained by the City or and another public entity. Disbursements shall be made by the City Treasurer in the following manner and order of preference:

First,

To pay School District Capital Costs;

Second,

To pay Debt Service on Obligations issued to finance Reimbursable Project Costs;

Third,

To reimburse the Developer for Reimbursable Project Costs that it incurs, which were not reimbursed from the proceeds of the Obligations;

Fourth,

Following the completion of the Redevelopment Project, the payment of all Reimbursable Project Costs incurred or expected to be incurred, and the payment of all Obligations, if any, funds remaining in the Special Allocation Funds shall be disbursed by the City Treasurer to the appropriate Taxing Districts in accordance with the Act.

**P. Amendment to Article XI. Article XI to the Redevelopment Plan, entitled Cost-Benefit Analysis, is hereby amended by deleting said Article XI and replacing it with the following:**

The amount of all revenue estimated to be received by the Taxing Districts directly from the Redevelopment Project during the first 23 years exceeds \$26,381,475, as shown on the direct impact analysis attached as Exhibit 8. A cost-benefit analysis showing the economic impact of the Plan and the Redevelopment Project on each of the Taxing Districts is attached as Exhibit 9. The cost-benefit analysis shows the impact on the economy if the Redevelopment Project is built pursuant to this Plan, and together with the direct tax impact analysis, illustrates the fiscal impact on every Taxing District.

**Q. Amendment to Exhibit 4.** Exhibit 4 to the Redevelopment Plan, entitled Estimated Redevelopment Project Costs, is hereby amended by deleting said Exhibit 4 in its entirety and replacing it with the Exhibit 4 attached hereto.

**R. Amendment to Exhibit 5.** Exhibit 5 to the Redevelopment Plan, entitled Projection of Revenue, is hereby amended by deleting said Exhibit 5 in its entirety and replacing it with the Exhibit 5 attached hereto.

**S. Amendment to Exhibit 6.** Exhibit 6 to the Redevelopment Plan, entitled I-470 Business and Technology Tax Increment Financing Plan Debt Service Schedule CID Series 1, is hereby deleted in its entirety.

**T. Amendment to Exhibit 7.** Exhibit 7 to the Redevelopment Plan, entitled Projection of Non-TIF Revenue, is hereby amended by deleting said Exhibit 7 in its entirety and replacing it with the Exhibit 7 attached hereto.

**U. Amendment to Exhibit 8.** Exhibit 8 to the Redevelopment Plan, entitled Direct Impact Analysis, is hereby amended by deleting said Exhibit 8 in its entirety and replacing it with the Exhibit 8 attached hereto.

**V. Amendment to Exhibit 9.** Exhibit 9 to the Redevelopment Plan, entitled Cost Benefit Analysis, is hereby amended by deleting said Exhibit 9 in its entirety and replacing it with the Exhibit 9 attached hereto.

**W. Full Force and Effect.** Except as amended hereby, the Redevelopment Plan remains in full force and effect.



**EXHIBIT 4**  
**I-470 AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**REDEVELOPMENT PROJECT COSTS**

DESCRIPTION	REDEVELOPMENT COSTS	REIMBURSEABLE PROJECT COSTS
<i>Redevelopment Project Improvements</i>		
Storm Sewer & Stormwater Retention	\$ 2,001,300	\$ 2,001,300
Wetlands Mitigation	160,000	160,000
Internal Streets & Utilities	1,497,491	1,497,491
Phase I Construction	19,854,325	-
Phase II Construction	41,581,500	-
	<i>Subtotal \$ 65,094,616</i>	<i>\$ 3,658,791</i>
<i>Professional Services</i>		
Engineering & Architectural	\$ 614,358	-
Legal	206,973	206,973
City's Legal Services	14,000	14,000
	<i>Subtotal \$ 835,331</i>	<i>\$ 220,973.00</i>
<i>Public Road Improvements</i>		
Signalization at Colbern and Town Centre	\$ 150,000	\$ 150,000
Turn Lanes at Colbern and Town Centre	60,000	60,000
Raised Median at Colbern and Independence	12,000	12,000
	<i>Subtotal \$ 222,000</i>	<i>\$ 222,000</i>
	<b>TOTAL \$ 66,151,947</b>	<b>\$ 4,101,764</b>

**EXHIBIT 5, PAGE 1 OF 8**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**PROJECTION OF REVENUE**

Prepared 2/7/06  
 Revised 8/31/16

YEAR	PILOTS		EATS		TOTAL TIF REVENUE	CID SALES TAX *	TOTAL REVENUE	CUMULATIVE TOTAL	NPV @ 6.125%
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-	-	-	-
2008	161,220	-	161,220	-	161,220	-	161,220	134,885	134,885
2009	140,241	-	140,241	8,395	148,636	8,395	148,636	309,856	252,065
2010	155,337	-	155,337	-	155,337	-	155,337	465,193	367,460
2011	194,831	-	194,831	-	194,831	-	194,831	660,024	503,841
2012	368,964	-	368,964	-	368,964	-	368,964	1,028,988	747,207
2013	351,033	-	351,033	27,272	378,305	27,272	378,305	1,407,294	982,333
2014	525,660	-	525,660	14,849	540,509	14,849	540,509	1,947,803	1,298,884
2015	436,774	561,757	998,531	54,729	1,053,260	54,729	1,053,260	3,001,063	992,471
2016	500,156	285,492	785,648	69,210	854,858	69,210	854,858	3,855,921	1,751,501
2017	617,895	335,520	953,415	81,338	1,034,753	81,338	1,034,753	4,890,674	2,617,233
2018	676,825	373,351	1,050,176	93,098	1,143,274	93,098	1,143,274	6,033,947	3,518,553
2019	729,545	387,586	1,117,131	93,960	1,211,092	93,960	1,211,092	7,245,039	4,418,234
2020	783,057	401,982	1,185,038	97,450	1,282,489	97,450	1,282,489	8,527,528	5,315,967
2021	837,371	416,608	1,253,978	100,996	1,354,974	100,996	1,354,974	9,882,501	6,209,699
2022	854,268	431,467	1,285,735	104,598	1,390,333	104,598	1,390,333	11,272,835	7,073,825
2023	871,419	446,564	1,317,983	108,258	1,426,241	108,258	1,426,241	12,699,076	7,909,108
2024	888,828	461,903	1,350,731	111,976	1,462,707	111,976	1,462,707	14,161,783	8,716,307
2025	906,497	477,487	1,383,984	115,754	1,499,739	115,754	1,499,739	15,661,522	9,496,174
2026	920,095	483,456	1,403,550	117,201	1,520,752	117,201	1,520,752	17,182,274	10,241,328
2027	933,896	489,499	1,423,395	118,666	1,542,061	118,666	1,542,061	18,724,335	10,953,314
2028	947,904	495,618	1,443,522	120,150	1,563,672	120,150	1,563,672	20,288,007	11,633,610
2029	962,123	501,813	1,463,936	121,652	1,585,587	121,652	1,585,587	21,873,594	12,283,627
<b>TOTAL</b>	<b>\$ 13,763,938</b>	<b>\$ 6,550,103</b>	<b>\$ 20,314,040</b>	<b>\$ 1,559,554</b>	<b>\$ 21,873,594</b>	<b>\$ 1,559,554</b>	<b>\$ 21,873,594</b>		

\* CID Sales Tax represents the amount of the tax not captured by TIF and to be used to assist in financing the Redevelopment Project.

EXHIBIT 5, PAGE 2 OF 8  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
PROJECTION OF INCREMENTAL REAL PROPERTY VALUE

YEAR	PHASE I To Date													
	GENERAL RETAIL			RESTAURANT			BANK			RETAIL STRIP			OFFICE	
	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE
2006	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2007	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2008	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2009	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2011	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2012	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2013	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2014	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2015	4,755,158	1,521,651	-	-	-	-	1,198,779	383,609	684,647	219,987	-	-	-	-
2016	4,826,486	1,544,475	-	-	-	1,216,761	389,364	694,916	222,373	-	-	-	-	-
2017	4,898,883	1,567,643	-	-	-	1,235,012	395,204	705,340	225,709	-	-	-	-	-
2018	4,972,366	1,591,157	-	-	-	1,253,538	401,132	715,920	229,095	-	-	-	-	-
2019	5,046,952	1,615,025	-	-	-	1,272,341	407,149	726,659	232,531	-	-	-	-	-
2020	5,122,656	1,639,250	-	-	-	1,291,426	413,256	737,559	236,019	-	-	-	-	-
2021	5,199,496	1,663,839	-	-	-	1,310,797	419,455	748,622	239,559	-	-	-	-	-
2022	5,277,488	1,688,796	-	-	-	1,330,459	425,747	759,852	243,153	-	-	-	-	-
2023	5,356,651	1,714,128	-	-	-	1,350,416	432,133	771,250	246,800	-	-	-	-	-
2024	5,437,000	1,739,840	-	-	-	1,370,672	438,615	782,818	250,502	-	-	-	-	-
2025	5,518,555	1,765,938	-	-	-	1,391,232	445,194	794,561	254,259	-	-	-	-	-
2026	5,601,334	1,792,427	-	-	-	1,412,101	451,872	806,479	258,073	-	-	-	-	-
2027	5,685,354	1,819,313	-	-	-	1,433,282	458,650	818,576	261,944	-	-	-	-	-
2028	5,770,634	1,846,603	-	-	-	1,454,782	465,530	830,855	265,874	-	-	-	-	-
2029	5,857,193	1,874,302	-	-	-	1,476,603	472,513	843,318	269,862	-	-	-	-	-

EXHIBIT 5, PAGE 3 OF 8  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
PROJECTION OF INCREMENTAL REAL PROPERTY VALUE

YEAR	OFFICE/FLEX			PHASE I To Date			TOTAL	
	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	OFFICE/WAREHOUSE MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2007	-	-	-	-	-	-	-	
2008	-	-	-	-	-	-	-	
2009	-	-	-	-	-	-	-	
2010	-	-	-	-	-	-	-	
2011	-	-	-	-	-	-	-	
2012	-	-	-	-	-	-	-	
2013	-	-	-	-	-	-	-	
2014	-	-	-	-	-	-	-	
2015	12,260,457	3,923,346	2,704,353	865,393	21,603,395	6,913,086		
2016	12,444,364	3,982,197	2,744,918	878,374	21,927,446	7,016,783		
2017	12,631,030	4,041,929	2,786,092	891,549	22,256,357	7,122,034		
2018	12,820,495	4,102,558	2,827,883	904,923	22,590,203	7,228,865		
2019	13,012,802	4,164,097	2,870,302	918,497	22,929,056	7,337,298		
2020	13,207,995	4,226,558	2,913,356	932,274	23,272,992	7,447,357		
2021	13,406,114	4,289,957	2,957,057	946,258	23,622,086	7,559,068		
2022	13,607,206	4,354,306	3,001,412	960,452	23,976,418	7,672,454		
2023	13,811,314	4,419,621	3,046,434	974,859	24,336,064	7,787,540		
2024	14,018,484	4,485,915	3,092,130	989,482	24,701,105	7,904,354		
2025	14,228,761	4,553,204	3,138,512	1,004,324	25,071,622	8,022,919		
2026	14,442,193	4,621,502	3,185,590	1,019,389	25,447,696	8,143,263		
2027	14,658,826	4,690,824	3,233,374	1,034,680	25,829,411	8,265,412		
2028	14,878,708	4,761,187	3,281,874	1,050,200	26,216,852	8,389,393		
2029	15,101,889	4,832,604	3,331,102	1,065,953	26,610,105	8,515,234		

EXHIBIT 5, PAGE 4 OF 8  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
PROJECTION OF INCREMENTAL REAL PROPERTY VALUE

YEAR	PHASE II Projected													
	GENERAL RETAIL		HOTEL		RESTAURANT		CONVENIENCE STORE		Bank		Office		FLEX	
	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2008	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2009	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2011	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2012	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2013	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2014	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2015	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2016	235,094	75,230	-	-	384,494	123,038	388,586	124,347	505,161	344,680	110,298	654,050	209,296	421,732
2017	473,715	151,589	3,283,550	1,050,736	774,754	247,921	394,415	126,213	161,652	694,531	222,250	1,317,911	421,732	637,354
2018	715,915	229,093	3,332,803	1,066,497	1,170,869	374,678	400,331	128,106	164,076	1,039,211	332,548	1,991,730	637,354	856,210
2019	961,748	307,759	3,382,795	1,082,494	1,188,432	380,298	406,336	130,027	166,538	1,383,891	442,845	2,675,657	856,210	1,078,349
2020	1,211,269	387,606	3,433,537	1,098,732	1,206,259	386,003	412,431	131,978	169,036	1,728,572	553,143	3,369,842	1,078,349	1,303,821
2021	1,464,532	468,650	3,485,040	1,115,213	1,224,353	391,793	418,617	133,958	171,571	1,754,500	561,440	4,074,440	1,303,821	1,532,674
2022	1,721,595	550,910	3,537,316	1,131,941	1,242,718	397,670	424,896	135,967	174,145	1,780,818	569,862	4,861,451	1,532,674	1,555,664
2023	1,982,513	634,404	3,590,375	1,148,920	1,261,359	403,635	431,270	138,006	176,757	1,807,530	578,410	4,934,372	1,555,664	1,578,999
2024	2,247,345	719,150	3,644,231	1,166,154	1,280,279	409,689	437,739	140,076	179,408	1,834,643	587,086	5,008,388	1,578,999	1,602,684
2025	2,516,150	805,168	3,698,894	1,183,646	1,299,483	415,835	444,305	142,178	182,099	1,862,163	595,892	5,083,514	1,602,684	1,626,724
2026	2,553,892	817,245	3,754,378	1,201,401	1,318,976	422,072	450,970	144,310	184,831	1,890,095	604,830	5,159,766	1,626,724	1,651,125
2027	2,592,200	829,504	3,810,693	1,219,422	1,338,760	428,403	457,734	146,475	187,603	1,918,447	613,903	5,237,163	1,651,125	1,675,892
2028	2,631,083	841,947	3,867,854	1,237,713	1,358,842	434,829	464,600	148,672	190,417	1,947,223	623,111	5,315,720	1,675,892	1,701,031
2029	2,670,550	854,576	3,925,872	1,256,279	1,379,224	441,352	471,569	150,902	193,274	1,976,432	632,458	5,395,456	1,701,031	1,726,546

**EXHIBIT 5, PAGE 5 OF 8**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**PROJECTION OF INCREMENTAL REAL PROPERTY VALUE**

YEAR	PHASE II Projected				TOTAL		PHASES I & II	
	OFFICE/WAREHOUSE		TOTAL		TOTAL		TOTAL	
	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE	MARKET VALUE	ASSESSED VALUE
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-	-	-
2008	-	-	-	-	-	-	-	-
2009	-	-	-	-	-	-	-	-
2010	-	-	-	-	-	-	-	-
2011	-	-	-	-	-	-	-	-
2012	-	-	-	-	-	-	-	-
2013	-	-	-	-	-	-	-	-
2014	-	-	-	-	-	-	-	-
2015	1,418,304	453,857	2,072,354	663,153	23,675,749	7,576,240		
2016	2,857,882	914,522	5,183,967	1,658,869	27,111,412	8,675,652		
2017	4,319,054	1,382,097	11,237,218	3,595,910	33,493,575	10,717,944		
2018	5,802,143	1,856,686	14,097,718	4,511,270	36,687,920	11,740,135		
2019	7,307,479	2,338,393	16,616,632	5,317,322	39,545,688	12,654,620		
2020	8,835,394	2,827,326	19,173,330	6,135,465	42,446,321	13,582,823		
2021	10,386,229	3,323,593	21,768,378	6,965,881	45,390,464	14,524,949		
2022	10,542,022	3,373,447	22,329,998	7,145,599	46,306,416	14,818,053		
2023	10,700,153	3,424,049	22,900,042	7,328,013	47,236,106	15,115,554		
2024	10,860,655	3,475,410	23,478,637	7,513,164	48,179,742	15,417,517		
2025	11,023,565	3,527,541	24,065,911	7,701,092	49,137,533	15,724,010		
2026	11,188,918	3,580,454	24,426,900	7,816,608	49,874,596	15,959,871		
2027	11,356,752	3,634,161	24,793,303	7,933,857	50,622,715	16,199,269		
2028	11,527,103	3,688,673	25,165,203	8,052,865	51,382,055	16,442,258		
2029	11,700,010	3,744,003	25,542,681	8,173,658	52,152,786	16,688,892		

**EXHIBIT 5, PAGE 6 OF 8  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
PROJECTION OF SALES**

Prepared 2/7/06  
Revised 8/31/16

YEAR	PHASE I To Date				TOTAL SALES
	GENERAL RETAIL SALES	RESTAURANT SALES	RETAIL STRIP SALES		
2006	\$ -	\$ -	\$ -	\$ -	-
2007	-	-	-	-	-
2008	-	-	-	-	-
2009	-	-	-	-	-
2010	-	-	-	-	-
2011	-	-	-	-	-
2012	-	-	-	-	-
2013	-	-	-	-	-
2014	-	-	-	-	-
<b>2015</b>	<b>4,462,500</b>	<b>-</b>	<b>2,250,000</b>	<b>-</b>	<b>6,712,500</b>
2016	9,003,094	-	2,289,375	-	11,292,469
2017	9,160,648	-	2,329,439	-	11,490,087
2018	9,320,959	-	2,370,204	-	11,691,163
2019	9,437,471	-	2,399,832	-	11,837,303
2020	9,555,440	-	2,429,830	-	11,985,269
2021	9,674,883	-	2,460,203	-	12,135,085
2022	9,795,819	-	2,490,955	-	12,286,774
2023	9,918,266	-	2,522,092	-	12,440,358
2024	10,042,245	-	2,553,618	-	12,595,863
2025	10,167,773	-	2,585,538	-	12,753,311
2026	10,294,870	-	2,617,858	-	12,912,728
2027	10,423,556	-	2,650,581	-	13,074,137
2028	10,553,850	-	2,683,713	-	13,237,563
2029	10,685,773	-	2,717,260	-	13,403,033
<b>TOTAL</b>	<b>\$ 142,497,146</b>	<b>\$ -</b>	<b>\$ 37,350,497</b>	<b>\$ -</b>	<b>\$ 179,847,643</b>

**EXHIBIT 5, PAGE 7 OF 8  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
PROJECTION OF SALES**

Prepared 2/7/06  
Revised 8/31/16

YEAR	PHASE II Projected					TOTAL PHASES I & II SALES
	GENERAL RETAIL SALES	HOTEL SALES	RESTAURANT SALES	CONVENIENCE STORE SALES	TOTAL SALES	
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-
2008	-	-	-	-	-	-
2009	-	-	-	-	-	-
2010	-	-	-	-	-	-
2011	-	-	-	-	-	-
2012	-	-	-	-	-	-
2013	-	-	-	-	-	-
2014	-	-	-	-	-	-
2015	-	-	-	-	-	6,712,500
2016	453,750	-	1,095,833	1,000,000	2,549,583	13,842,052
2017	915,441	633,750	2,210,844	1,017,500	4,777,534	16,267,621
2018	1,385,211	644,841	3,345,367	1,035,306	6,410,725	18,101,888
2019	1,863,202	656,125	3,387,184	1,048,248	6,954,759	18,792,062
2020	2,349,558	664,327	3,429,524	1,061,351	7,504,759	19,490,029
2021	2,844,425	672,631	3,472,393	1,074,618	8,064,067	20,199,152
2022	3,347,953	681,039	3,515,798	1,088,050	8,632,840	20,919,613
2023	3,860,292	689,552	3,559,745	1,101,651	9,211,240	21,651,598
2024	4,381,597	698,171	3,604,242	1,115,422	9,799,432	22,395,295
2025	4,912,025	706,898	3,649,295	1,129,364	10,397,583	23,150,894
2026	4,973,425	715,735	3,694,911	1,143,481	10,527,552	23,440,280
2027	5,035,593	724,681	3,741,098	1,157,775	10,659,147	23,733,284
2028	5,098,538	733,740	3,787,861	1,172,247	10,792,386	24,029,950
2029	5,162,270	742,912	3,835,210	1,186,900	10,927,291	24,330,324
	\$ 46,583,280	\$ 8,964,402	\$ 46,329,304	\$ 15,331,913	\$ 117,208,898	\$ 297,056,541



**EXHIBIT 5, PAGE 8 OF 8**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**ASSUMPTIONS**

Prepared 2/7/06  
 Revised 8/31/16

Taxing District	2015 Ad Valorem Levy Rates		Rates Subject to TIF		Available for Project Use
	Rate	% Share	Subject to TIF		
City	1.5363	15.03%	1.5363	1.5363	1.5363
Handicap Workshop	0.0738	0.72%	0.0738	0.0738	0.0738
Jr. College	0.2343	2.29%	0.2343	0.2343	0.2343
Library	0.3146	3.08%	0.3146	0.3146	0.3146
Mental Health School District	0.1198	1.17%	0.1198	0.1198	0.1198
County	5.9813	58.51%	5.9813	2.9907	2.9907
Blind Pension	0.4956	4.85%	0.4956	0.4956	0.4956
Replacement Tax	0.0300	0.29%	-	-	-
	1.4370	14.06%	-	-	-
<b>TOTAL</b>	<b>10.2227</b>	<b>100.00%</b>	<b>8.7557</b>	<b>5.7651</b>	<b>5.7651</b>

\* TIF does not capture Blind Pension or Replacement Tax  
 2015 Updates highlighted in yellow

Tax	Sales Taxes Subject to TIF **					
	2005-2008		2015-2018		2018-2029	
	Rate	% Share	Rate	% Share	Rate	% Share
Sales-City	2.3750%	57.58%	2.250%	54.55%	2.0000%	53.33%
Sales-County	0.7500%	18.18%	0.875%	21.21%	0.7500%	20.00%
Sales-CID	1.0000%	24.24%	1.0000%	24.24%	1.0000%	26.67%
<b>Total Sales</b>	<b>4.1250%</b>	<b>100.00%</b>	<b>4.1250%</b>	<b>100.00%</b>	<b>3.7500%</b>	<b>100.00%</b>
Utility - City	7.000%					

\*\* 50% is subject to TIF  
 0.375%  
 2015 Updates highlighted in yellow

Phase I	To Date	First Year Sales		Per Sq. Ft.	Total
		Sq. Ft.	Value		
General Retail		59,500	\$ 150.00	\$	8,925,000
Restaurant Bank		-	150.00		-
Retail Strip Office		15,000	150.00		2,250,000
Office/Flex Office/Warehouse		10,000	-		-
		188,675	-		-
		42,000	-		-
<b>Total Phase I</b>		<b>315,175</b>		<b>\$</b>	<b>11,175,000</b>
Phase II	Projected	Sq. Ft.	Value	Per Sq. Ft.	Total
Retail Strip		30,250	\$ 150.00	\$	4,537,500
Hotel		42,250	15.00		633,750
Restaurant		13,150	250.00		3,287,500
Convenience Store		5,000	200.00		1,000,000
Bank		6,500	-		-
Office		25,450	-		-
Flex		73,000	-		-
Office/Warehouse		158,300	-		-
<b>Total Phase II</b>		<b>353,900</b>		<b>\$</b>	<b>9,458,750</b>
<b>Base Sales</b>				<b>\$</b>	<b>\$</b>
Sales Annual Growth/Inflation Rate:					
				Yrs 1-12:	1.75%
				Yrs 13-23:	1.25%

Ad Valorem Assessment Ratio	
Personal Property:	33.33%
Commercial:	32.00%
Residential:	19.00%
Agricultural:	12.00%

Phase I	Real Property Market Values		
	Base	Incremental	Total
General Retail	\$ 4,842	\$ 4,755,158	\$ 4,760,000
Restaurant Bank	-	-	-
Retail Strip Office	1,221	1,198,779	1,200,000
Office/Flex Office/Warehouse	15,353	684,647	699,999
	3,418	12,260,457	12,263,875
	25,647	2,704,353	2,730,000
<b>Total Phase I</b>	<b>\$ 25,647</b>	<b>\$ 21,603,395</b>	<b>\$ 21,629,042</b>
Phase II	Base	Incremental	Total
General Retail	\$ 69,056	\$ 2,350,944	\$ 2,420,000
Hotel	96,450	3,283,550	3,380,000
Restaurant	30,019	1,153,481	1,183,500
Convenience Store	11,414	388,586	399,999
Bank	14,839	505,161	520,000
Office	58,098	1,723,402	1,781,500
Flex	166,648	4,578,352	4,745,000
Office/Warehouse	361,375	9,928,125	10,289,500
<b>Total Phase II</b>	<b>\$ 807,900</b>	<b>\$ 23,911,600</b>	<b>\$ 24,719,500</b>
Property Annual Growth/Inflation Rate ***			
			1.50%

\*\*\* Property values assumed to increase annually with reassessment in odd years.  
 Tax Code 049

**EXHIBIT 7, PAGE 1 OF 3**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**PROJECTION OF NON-TIF REVENUE**

<b>YEAR</b>	<b>REAL PROPERTY TAXES</b>	<b>PERSONAL PROPERTY TAXES</b>	<b>SALES TAXES *</b>	<b>TOTAL</b>	<b>CUMULATIVE TOTAL</b>
2006	\$ 22,938.78	\$ -	\$ -	\$ 22,938.78	\$ 22,938.78
2007	22,938.78	-	-	22,938.78	45,877.56
2008	26,773.46	-	-	26,773.46	72,651.02
2009	26,773.46	56,076.44	8,395.29	91,245.19	163,896.21
2010	26,773.46	112,152.89	-	138,926.34	302,822.55
2011	26,773.46	177,581.50	-	204,354.96	507,177.51
2012	26,773.46	243,010.12	-	269,783.58	776,961.09
2013	26,773.46	358,783.09	27,272.39	412,828.93	1,189,790.03
2014	26,773.46	419,177.27	14,848.86	460,799.59	1,650,589.61
2015	26,773.46	479,571.45	616,485.88	1,122,830.79	2,773,420.41
2016	137,916.89	460,534.38	354,702.58	953,153.86	3,726,574.26
2017	154,045.27	441,497.31	416,857.80	1,012,400.37	4,738,974.64
2018	184,005.69	441,164.58	466,449.03	1,091,619.31	5,830,593.95
2019	199,001.23	384,718.81	481,546.59	1,065,266.63	6,895,860.57
2020	212,416.73	368,548.52	499,431.98	1,080,397.23	7,976,257.80
2021	226,033.47	311,599.30	517,603.27	1,055,236.03	9,031,493.83
2022	239,854.45	516,305.99	536,065.09	1,292,225.53	10,323,719.37
2023	244,154.29	456,086.08	554,822.21	1,255,062.58	11,578,781.94
2024	248,518.63	395,866.16	573,879.43	1,218,264.22	12,797,046.17
2025	252,948.44	496,356.80	593,241.66	1,342,546.89	14,139,593.06
2026	257,444.69	434,266.45	600,657.18	1,292,368.31	15,431,961.37
2027	260,904.76	444,131.47	608,165.39	1,313,201.62	16,745,162.99
2028	264,416.73	382,041.12	615,767.46	1,262,225.31	18,007,388.30
2029	267,981.38	364,253.80	623,464.55	1,255,699.73	19,263,088.03
<b>TOTAL</b>	<b>\$ 3,409,707.86</b>	<b>\$ 7,743,723.53</b>	<b>\$ 8,109,656.63</b>	<b>\$ 19,263,088.03</b>	

\* Includes the 50% of CID Sales Tax not captured by TIF that is to be used to assist in financing the Redevelopment Project.

**EXHIBIT 7, PAGE 2 OF 3**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**PROJECTION OF PERSONAL PROPERTY VALUE**

YEAR	COMMERCIAL PROPERTY	
	MARKET VALUE	ASSESSED VALUE
2006	\$ -	\$ -
2007	-	-
2008	1,915,000	638,270
2009	3,830,000	1,276,539
2010	6,064,375	2,021,256
2011	8,298,750	2,765,973
2012	12,252,375	4,083,717
2013	14,314,825	4,771,131
2014	16,377,275	5,458,546
2015	15,727,163	5,241,863
2016	15,077,050	5,025,181
2017	15,065,688	5,021,394
2018	13,138,075	4,378,920
2019	12,585,863	4,194,868
2020	10,641,058	3,546,664
2021	17,631,753	5,876,663
2022	15,575,254	5,191,232
2023	13,518,755	4,505,801
2024	16,950,491	5,649,599
2025	14,830,118	4,942,878
2026	15,167,006	5,055,163
2027	13,046,633	4,348,443
2028	12,439,199	4,145,985
2029	11,705,163	3,901,331

**EXHIBIT 7, PAGE 3 OF 3**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**ASSUMPTIONS FOR NON-TIF REVENUE**

2015 Ad Valorem Levy Rates			
Taxing District	Personal Property		Real Property Commercial
	Rate	% Share	Rate
City	1.5363	17.49%	1.5363
Handicap Workshop	0.0738	0.84%	0.0738
Jr. College	0.2343	2.67%	0.2343
Library	0.3146	3.58%	0.3146
Mental Health	0.1198	1.36%	0.1198
School District	5.9813	68.08%	5.9813
County	0.4956	5.64%	0.4956
Blind Pension	0.0300	0.34%	0.0300
Replacement Tax	-	-	1.4370
<b>TOTAL</b>	<b>8.7857</b>	<b>100.00%</b>	<b>10.2227</b>

\* TIF does not capture Blind Pension or Replacement Tax

Personal Property Market Values			
Phase I	Per Sq. Ft.	Value	
General Retail	\$ 20.00	\$ 1,190,000	
Restaurant	20.00	-	
Bank	20.00	-	
Retail Strip	20.00	300,000	
Office	25.00	1,050,000	
Office/Flex	25.00	7,879,375	
Office/Warehouse	25.00	1,050,000	
<b>Total Phase I</b>		<b>\$ 1,190,000</b>	
Phase II	Per Sq. Ft.	Value	
General Retail	\$ 20.00	\$ 605,000	
Hotel	25.00	1,056,250	
Restaurant	20.00	263,000	
Convenience Store	20.00	100,000	
Flex	25.00	1,825,000	
Office/Warehouse	25.00	3,957,500	
<b>Total Phase II</b>		<b>\$ 7,806,750</b>	

Tax	Sales Taxes Subject to TIF**					
	2005-2008		2015-2018		2018-2029	
	Rate	% Share	Rate	% Share	Rate	% Share
Sales-City	2.3750%	57.58%	2.2500%	54.55%	2.0000%	53.33%
Sales-County	0.7500%	18.18%	0.8750%	21.21%	0.7500%	20.00%
Sales-CID	1.0000%	24.24%	1.0000%	24.24%	1.0000%	26.67%
<b>Total Sales</b>	<b>4.1250%</b>	<b>100.00%</b>	<b>4.1250%</b>	<b>100.00%</b>	<b>3.7500%</b>	<b>100.00%</b>
Utility - City	7.0000%					

\*\* 50% is subject to TIF

Phase I	First Year Sales		
	Sq. Ft.	Per Sq. Ft.	Total
General Retail	59,500	\$ 150.00	\$ 8,925,000
Restaurant	-	-	-
Bank	-	150.00	-
Retail Strip	15,000	-	2,250,000
Office	10,000	-	-
Office/Flex	188,675	-	-
Office/Warehouse	42,000	-	-
<b>Total Phase I</b>	<b>315,175</b>		<b>\$ 11,175,000</b>
Phase II	Sq. Ft.	Per Sq. Ft.	Total
Retail Strip	30,250	\$ 150.00	\$ 4,537,500
Hotel	42,250	15.00	633,750
Restaurant	13,150	250.00	3,287,500
Convenience Store	5,000	200.00	1,000,000
Flex	73,000	-	-
Office/Warehouse	158,300	-	-
<b>Total Phase II</b>	<b>353,900</b>		<b>\$ 9,458,750</b>
<b>Base Sales</b>			<b>\$ -</b>
Sales Annual Growth/Inflation Rate:			
	Yrs 1-12:		1.75%
	Yrs 13-23:		1.25%

Ad Valorem Assessment Ratio	
Personal Property:	33.33%
Commercial:	32.00%
Residential:	19.00%
Agricultural:	12.00%

**EXHIBIT 8, PAGE 1 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**ALL TAXING DISTRICTS**

Prepared 2/7/06  
 Revised 8/31/16

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATs	TOTAL	REAL	PERSONAL	SALES *		
2006	\$ -	\$ -	\$ -	22,939	-	-	22,939	\$ 22,939
2007	-	-	-	22,939	-	-	22,939	45,878
2008	-	-	-	26,773	-	-	26,773	72,651
2009	-	-	-	26,773	56,076	8,395	91,245	163,896
2010	-	-	-	26,773	112,153	-	138,926	302,823
2011	-	-	-	26,773	177,582	-	204,355	507,178
2012	-	-	-	26,773	243,010	-	269,784	776,961
2013	-	-	-	26,773	358,783	27,272	412,829	1,189,790
2014	-	-	-	26,773	419,177	14,849	460,800	1,650,590
2015	-	-	-	26,773	479,571	616,486	1,122,831	2,773,420
2016	-	-	-	137,917	460,534	354,703	953,154	3,726,574
2017	-	-	-	154,045	441,497	416,858	1,012,400	4,738,975
2018	-	-	-	184,006	441,165	466,449	1,091,619	5,830,594
2019	-	-	-	199,001	384,719	481,547	1,065,267	6,895,861
2020	-	-	-	212,417	368,549	499,432	1,080,397	7,976,258
2021	-	-	-	226,033	311,599	517,603	1,055,236	9,031,494
2022	-	-	-	239,854	516,306	536,065	1,292,226	10,323,719
2023	-	-	-	244,154	456,086	554,822	1,255,063	11,578,782
2024	-	-	-	248,519	395,866	573,879	1,218,264	12,797,046
2025	906,497	477,487	1,383,984	252,948	496,357	593,242	1,342,547	15,523,577
2026	920,095	483,456	1,403,550	257,445	434,266	600,657	1,292,368	18,219,496
2027	933,896	489,499	1,423,395	260,905	444,131	608,165	1,313,202	20,956,092
2028	947,904	495,618	1,443,522	264,417	382,041	615,767	1,262,225	23,661,840
2029	962,123	501,813	1,463,936	267,981	364,254	623,465	1,255,700	26,381,475
<b>TOTAL</b>	<b>\$ 4,670,515</b>	<b>\$ 2,447,873</b>	<b>\$ 7,118,387</b>	<b>\$ 3,409,708</b>	<b>\$ 7,743,724</b>	<b>\$ 8,109,657</b>	<b>\$ 19,263,088</b>	<b>\$ 26,381,475</b>

\* Includes the 50% of CID Sales Tax not captured by TIF that is to be used to assist in financing the Redevelopment Project.

**EXHIBIT 8, PAGE 2 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**CITY OF LEE'S SUMMIT**

Prepared 2/7/06  
 Revised 8/31/16

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATS	TOTAL	REAL	PERSONAL	SALES		
2006	\$ -	\$ -	\$ -	\$ 4,011.16	\$ -	\$ -	\$ 4,011.16	\$ 4,011.16
2007	-	-	-	4,011.16	-	-	4,011.16	8,022.32
2008	-	-	-	4,011.16	-	-	4,011.16	12,033.48
2009	-	-	-	4,011.16	9,805.73	4,579.25	18,396.14	30,429.62
2010	-	-	-	4,011.16	19,611.47	-	23,622.63	54,052.25
2011	-	-	-	4,011.16	31,052.56	-	35,063.72	89,115.97
2012	-	-	-	4,011.16	42,493.65	-	46,504.81	135,620.78
2013	-	-	-	4,011.16	62,738.14	14,875.85	81,625.15	217,245.93
2014	-	-	-	4,011.16	73,298.89	8,099.38	85,409.43	302,655.35
2015	-	-	-	4,011.16	83,859.64	336,265.03	424,135.83	726,791.18
2016	-	-	-	4,011.16	80,530.75	193,474.14	278,016.04	1,004,807.22
2017	-	-	-	4,011.16	77,201.85	227,376.98	308,589.99	1,313,397.21
2018	-	-	-	4,011.16	77,143.67	254,426.75	335,581.58	1,648,978.79
2019	-	-	-	4,011.16	67,273.35	256,824.85	328,109.36	1,977,088.15
2020	-	-	-	4,011.16	64,445.76	266,363.73	334,820.64	2,311,908.79
2021	-	-	-	4,011.16	54,487.41	276,055.07	334,553.64	2,646,462.43
2022	-	-	-	4,011.16	90,283.18	285,901.38	380,195.72	3,026,658.15
2023	-	-	-	4,011.16	79,752.90	295,905.18	379,669.23	3,406,327.39
2024	-	-	-	4,011.16	69,222.62	306,069.03	379,302.81	3,785,630.20
2025	241,567.97	347,263.41	588,831.38	4,011.16	86,794.79	316,395.55	407,201.50	4,781,663.07
2026	245,191.49	351,604.20	596,795.69	4,011.16	75,937.44	320,350.49	400,299.09	5,778,757.86
2027	248,869.36	355,999.25	604,868.62	4,011.16	77,662.47	324,354.88	406,028.51	6,789,654.98
2028	252,602.40	360,449.24	613,051.65	4,011.16	66,805.12	328,409.31	399,225.60	7,801,932.22
2029	256,391.44	364,954.86	621,346.30	4,011.16	63,694.77	332,514.43	400,220.35	8,823,498.88
<b>TOTAL</b>	<b>\$ 1,244,622.67</b>	<b>\$ 1,780,270.97</b>	<b>\$ 3,024,893.64</b>	<b>\$ 96,267.84</b>	<b>\$ 1,354,096.14</b>	<b>\$ 4,348,241.26</b>	<b>\$ 5,798,605.24</b>	<b>\$ 8,823,498.88</b>

**EXHIBIT 8, PAGE 3 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**HANDICAP WORKSHOP**

Prepared 2/7/06  
 Revised 8/31/16

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			CUMULATIVE TOTAL
	PILOTS	EATS	TOTAL	REAL	PERSONAL	SALES	
2006	\$ -	\$ -	\$ -	192.69	\$ -	\$ -	192.69
2007	-	-	-	192.69	-	-	192.69
2008	-	-	-	192.69	-	-	192.69
2009	-	-	-	192.69	471.04	-	663.73
2010	-	-	-	192.69	942.09	-	1,134.77
2011	-	-	-	192.69	1,491.69	-	1,684.37
2012	-	-	-	192.69	2,041.29	-	2,233.97
2013	-	-	-	192.69	3,013.78	-	3,206.47
2014	-	-	-	192.69	3,521.09	-	3,713.78
2015	-	-	-	192.69	4,028.41	-	4,221.09
2016	-	-	-	192.69	3,868.50	-	4,061.18
2017	-	-	-	192.69	3,708.58	-	3,901.27
2018	-	-	-	192.69	3,705.79	-	3,898.47
2019	-	-	-	192.69	3,231.64	-	3,424.33
2020	-	-	-	192.69	3,095.81	-	3,288.50
2021	-	-	-	192.69	2,617.44	-	2,810.12
2022	-	-	-	192.69	4,336.98	-	4,529.66
2023	-	-	-	192.69	3,831.13	-	4,023.82
2024	-	-	-	192.69	3,325.28	-	3,517.97
2025	11,604.32	-	11,604.32	192.69	4,169.40	-	15,966.41
2026	11,778.38	-	11,778.38	192.69	3,647.84	-	15,618.91
2027	11,955.06	-	11,955.06	192.69	3,730.71	-	15,878.46
2028	12,134.39	-	12,134.39	192.69	3,209.15	-	15,536.22
2029	12,316.40	-	12,316.40	192.69	3,059.74	-	15,568.82
<b>TOTAL</b>	<b>\$ 59,788.55</b>	<b>\$ -</b>	<b>\$ 59,788.55</b>	<b>\$ 4,624.47</b>	<b>\$ 65,047.38</b>	<b>\$ -</b>	<b>\$ 129,460.40</b>

**EXHIBIT 8, PAGE 4 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**METROPOLITAN JUNIOR COLLEGE DISTRICT**

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATs	TOTAL	REAL	PERSONAL	SALES		
2006	\$ -	\$ -	\$ -	611.74	\$ -	\$ -	611.74	\$ 611.74
2007	-	-	-	611.74	-	-	611.74	1,223.48
2008	-	-	-	611.74	-	-	611.74	1,835.22
2009	-	-	-	611.74	1,495.47	-	2,107.20	3,942.42
2010	-	-	-	611.74	2,990.93	-	3,602.67	7,545.09
2011	-	-	-	611.74	4,735.80	-	5,347.54	12,892.63
2012	-	-	-	611.74	6,480.68	-	7,092.41	19,985.05
2013	-	-	-	611.74	9,568.15	-	10,179.89	30,164.94
2014	-	-	-	611.74	11,178.76	-	11,790.50	41,955.44
2015	-	-	-	611.74	12,789.37	-	13,401.11	55,356.55
2016	-	-	-	611.74	12,281.69	-	12,893.42	68,249.97
2017	-	-	-	611.74	11,774.00	-	12,385.74	80,635.71
2018	-	-	-	611.74	11,765.13	-	12,376.86	93,012.57
2019	-	-	-	611.74	10,259.81	-	10,871.55	103,884.12
2020	-	-	-	611.74	9,828.58	-	10,440.31	114,324.44
2021	-	-	-	611.74	8,309.83	-	8,921.57	123,246.01
2022	-	-	-	611.74	13,769.02	-	14,380.76	137,626.77
2023	-	-	-	611.74	12,163.06	-	12,774.80	150,401.57
2024	-	-	-	611.74	10,557.09	-	11,168.83	161,570.40
2025	36,841.36	-	36,841.36	611.74	13,237.01	-	13,848.75	212,260.51
2026	37,393.98	-	37,393.98	611.74	11,581.16	-	12,192.90	261,847.39
2027	37,954.89	-	37,954.89	611.74	11,844.25	-	12,455.99	312,258.26
2028	38,524.21	-	38,524.21	611.74	10,188.40	-	10,800.14	361,582.61
2029	39,102.07	-	39,102.07	611.74	9,714.04	-	10,325.78	411,010.46
<b>TOTAL</b>	<b>\$ 189,816.50</b>	<b>\$ -</b>	<b>\$ 189,816.50</b>	<b>\$ 14,681.74</b>	<b>\$ 206,512.22</b>	<b>\$ -</b>	<b>\$ 221,193.96</b>	<b>\$ 411,010.46</b>



EXHIBIT 8, PAGE 5 OF 11  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
DIRECT TAX IMPACT ANALYSIS  
MID-CONTINENT PUBLIC LIBRARY

YEAR	SURPLUS TIF REVENUE		INCREMENTAL NON-TIF TAXES				TOTAL	CUMULATIVE TOTAL
	PILOTS	EATS	REAL	PERSONAL	SALES	TOTAL		
2006	\$ -	\$ -	\$ 821.40	-	\$ -	\$ 821.40	\$ 821.40	\$ 821.40
2007	-	-	821.40	-	-	821.40	821.40	1,642.79
2008	-	-	821.40	-	-	821.40	821.40	2,464.19
2009	-	-	821.40	2,008.00	-	2,829.39	2,829.39	5,293.58
2010	-	-	821.40	4,015.99	-	4,837.39	4,837.39	10,130.97
2011	-	-	821.40	6,358.87	-	7,180.27	7,180.27	17,311.24
2012	-	-	821.40	8,701.75	-	9,523.15	9,523.15	26,834.39
2013	-	-	821.40	12,847.37	-	13,668.77	13,668.77	40,503.15
2014	-	-	821.40	15,009.98	-	15,831.37	15,831.37	56,334.53
2015	-	-	821.40	17,172.58	-	17,993.98	17,993.98	74,328.51
2016	-	-	821.40	16,490.90	-	17,312.30	17,312.30	91,640.81
2017	-	-	821.40	15,809.22	-	16,630.61	16,630.61	108,271.42
2018	-	-	821.40	15,797.30	-	16,618.70	16,618.70	124,890.12
2019	-	-	821.40	13,776.08	-	14,597.48	14,597.48	139,487.60
2020	-	-	821.40	13,197.05	-	14,018.45	14,018.45	153,506.05
2021	-	-	821.40	11,157.81	-	11,979.20	11,979.20	165,485.26
2022	-	-	821.40	18,487.98	-	19,309.38	19,309.38	184,794.63
2023	-	-	821.40	16,331.62	-	17,153.01	17,153.01	201,947.65
2024	-	-	821.40	14,175.25	-	14,996.65	14,996.65	216,944.29
2025	49,467.74	-	821.40	17,773.64	-	18,595.03	68,062.77	285,007.06
2026	50,209.75	-	821.40	15,550.29	-	16,371.69	66,581.44	351,588.51
2027	50,962.90	-	821.40	15,903.54	-	16,724.94	67,687.84	419,276.35
2028	51,727.34	-	821.40	13,680.20	-	14,501.60	66,228.94	485,505.29
2029	52,503.25	-	821.40	13,043.27	-	13,864.66	66,367.92	551,873.20
<b>TOTAL</b>	<b>\$ 254,870.98</b>	<b>\$ -</b>	<b>\$ 19,713.51</b>	<b>\$ 277,288.71</b>	<b>\$ -</b>	<b>\$ 297,002.22</b>	<b>\$ 551,873.20</b>	

EXHIBIT 8, PAGE 6 OF 11  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
DIRECT TAX IMPACT ANALYSIS  
JACKSON COUNTY MENTAL HEALTH

YEAR	SURPLUS TIF REVENUE		INCREMENTAL NON-TIF TAXES				TOTAL	CUMULATIVE TOTAL
	PILOTS	EATS	REAL	PERSONAL	SALES	TOTAL		
2006	\$ -	\$ -	\$ 312.79	\$ -	\$ -	\$ 312.79	\$ 312.79	\$ 312.79
2007	-	-	312.79	-	-	312.79	312.79	625.58
2008	-	-	312.79	-	-	312.79	312.79	938.37
2009	-	-	312.79	764.65	-	1,077.44	1,077.44	2,015.80
2010	-	-	312.79	1,529.29	-	1,842.08	1,842.08	3,857.88
2011	-	-	312.79	2,421.46	-	2,734.25	2,734.25	6,592.14
2012	-	-	312.79	3,313.64	-	3,626.42	3,626.42	10,218.56
2013	-	-	312.79	4,892.29	-	5,205.08	5,205.08	15,423.64
2014	-	-	312.79	5,715.82	-	6,028.60	6,028.60	21,452.25
2015	-	-	312.79	6,539.34	-	6,852.13	6,852.13	28,304.37
2016	-	-	312.79	6,279.75	-	6,592.54	6,592.54	34,896.91
2017	-	-	312.79	6,020.17	-	6,332.96	6,332.96	41,229.87
2018	-	-	312.79	6,015.63	-	6,328.42	6,328.42	47,558.29
2019	-	-	312.79	5,245.95	-	5,558.74	5,558.74	53,117.02
2020	-	-	312.79	5,025.45	-	5,338.24	5,338.24	58,455.26
2021	-	-	312.79	4,248.90	-	4,561.69	4,561.69	63,016.95
2022	-	-	312.79	7,040.24	-	7,353.03	7,353.03	70,369.98
2023	-	-	312.79	6,219.10	-	6,531.88	6,531.88	76,901.87
2024	-	-	312.79	5,397.95	-	5,710.74	5,710.74	82,612.61
2025	18,837.36	-	312.79	6,768.22	-	7,081.01	25,918.37	108,530.98
2026	19,119.92	-	312.79	5,921.57	-	6,234.36	25,354.28	133,885.26
2027	19,406.72	-	312.79	6,056.09	-	6,368.87	25,775.60	159,660.86
2028	19,697.82	-	312.79	5,209.43	-	5,522.22	25,220.05	184,880.91
2029	19,993.29	-	312.79	4,966.89	-	5,279.68	25,272.97	210,153.88
<b>TOTAL</b>	<b>\$ 97,055.13</b>	<b>\$ -</b>	<b>\$ 7,506.92</b>	<b>\$ 105,591.82</b>	<b>\$ -</b>	<b>\$ 113,098.75</b>	<b>\$ 210,153.88</b>	

**EXHIBIT 8, PAGE 7 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**LEE'S SUMMIT R-7 SCHOOL DISTRICT**

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATs	TOTAL	REAL	PERSONAL	SALES		
2006	\$ -	\$ -	\$ -	\$ 15,616.71	\$ -	\$ -	\$ 15,616.71	\$ 15,616.71
2007	-	-	-	15,616.71	-	-	15,616.71	31,233.42
2008	-	-	-	15,616.71	-	-	15,616.71	46,850.13
2009	-	-	-	15,616.71	38,176.81	-	53,793.52	100,643.65
2010	-	-	-	15,616.71	76,353.63	-	91,970.34	192,613.99
2011	-	-	-	15,616.71	120,897.40	-	136,514.11	329,128.10
2012	-	-	-	15,616.71	165,441.17	-	181,057.88	510,185.97
2013	-	-	-	15,616.71	244,259.34	-	259,876.05	770,062.02
2014	-	-	-	15,616.71	285,375.67	-	300,992.38	1,071,054.40
2015	-	-	-	15,616.71	326,492.00	-	342,108.71	1,413,163.11
2016	-	-	-	15,616.71	313,531.57	-	329,148.28	1,742,311.39
2017	-	-	-	15,616.71	300,571.14	-	316,187.85	2,058,499.24
2018	-	-	-	15,616.71	300,344.62	-	315,961.33	2,374,460.56
2019	-	-	-	15,616.71	261,916.37	-	277,533.08	2,651,993.64
2020	-	-	-	15,616.71	250,907.64	-	266,524.35	2,918,517.99
2021	-	-	-	15,616.71	212,136.64	-	227,753.35	3,146,271.34
2022	-	-	-	15,616.71	351,500.85	-	367,117.56	3,513,388.90
2023	-	-	-	15,616.71	310,503.16	-	326,119.87	3,839,508.77
2024	-	-	-	15,616.71	269,505.48	-	285,122.19	4,124,630.96
2025	470,250.12	-	470,250.12	15,616.71	337,919.45	-	353,536.16	4,948,417.24
2026	477,303.87	-	477,303.87	15,616.71	295,648.37	-	311,265.08	5,736,986.19
2027	484,463.43	-	484,463.43	15,616.71	302,364.48	-	317,981.19	6,539,430.81
2028	491,730.38	-	491,730.38	15,616.71	260,093.40	-	275,710.11	7,306,871.29
2029	499,106.34	-	499,106.34	15,616.71	247,983.80	-	263,600.51	8,069,578.14
<b>TOTAL</b>	<b>\$ 2,422,854.13</b>	<b>\$ -</b>	<b>\$ 2,422,854.13</b>	<b>\$ 374,801.04</b>	<b>\$ 5,271,922.96</b>	<b>\$ -</b>	<b>\$ 5,646,724.00</b>	<b>\$ 8,069,578.14</b>

**EXHIBIT 8, PAGE 8 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**JACKSON COUNTY**

Prepared 2/7/06  
 Revised 8/31/16

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATs	TOTAL	REAL	PERSONAL	SALES		
2006	\$ -	\$ -	\$ -	\$ 1,293.97	\$ -	\$ -	\$ 1,293.97	\$ 1,293.97
2007	-	-	-	1,293.97	-	-	1,293.97	2,587.95
2008	-	-	-	1,293.97	-	-	1,293.97	3,881.92
2009	-	-	-	1,293.97	3,163.26	1,780.82	6,238.06	10,119.98
2010	-	-	-	1,293.97	6,326.53	-	7,620.50	17,740.48
2011	-	-	-	1,293.97	10,017.35	-	11,311.32	29,051.79
2012	-	-	-	1,293.97	13,708.16	-	15,002.14	44,053.93
2013	-	-	-	1,293.97	20,238.90	5,785.05	27,317.92	71,371.86
2014	-	-	-	1,293.97	23,645.73	3,149.76	28,089.46	99,461.31
2015	-	-	-	1,293.97	27,052.55	130,769.73	159,116.26	258,577.57
2016	-	-	-	1,293.97	25,978.67	75,239.94	102,512.59	361,090.16
2017	-	-	-	1,293.97	24,904.80	88,424.38	114,623.15	475,713.31
2018	-	-	-	1,293.97	24,886.03	98,943.73	125,123.73	600,837.05
2019	-	-	-	1,293.97	21,701.93	96,309.32	119,305.22	720,142.27
2020	-	-	-	1,293.97	20,789.77	99,886.40	121,970.14	842,112.40
2021	-	-	-	1,293.97	17,577.27	103,520.65	122,391.90	964,504.30
2022	-	-	-	1,293.97	29,124.74	107,213.02	137,631.73	1,102,136.03
2023	-	-	-	1,293.97	25,727.75	110,964.44	137,986.16	1,240,122.19
2024	-	-	-	1,293.97	22,330.75	114,775.89	138,400.61	1,378,522.80
2025	77,928.20	130,223.78	208,151.97	1,293.97	27,999.41	118,648.33	147,941.72	1,734,616.49
2026	79,097.12	131,851.58	210,948.69	1,293.97	24,496.90	120,131.44	145,922.31	2,091,487.50
2027	80,283.58	133,499.72	213,783.30	1,293.97	25,053.39	121,633.08	147,980.44	2,453,251.23
2028	81,487.83	135,168.47	216,656.30	1,293.97	21,550.88	123,153.49	145,998.35	2,815,905.87
2029	82,710.15	136,858.07	219,568.22	1,293.97	20,547.50	124,692.91	146,534.38	3,182,008.48
<b>TOTAL</b>	<b>\$ 401,506.87</b>	<b>\$ 667,601.61</b>	<b>\$ 1,069,108.48</b>	<b>\$ 31,055.36</b>	<b>\$ 436,822.27</b>	<b>\$ 1,645,022.38</b>	<b>\$ 2,112,900.00</b>	<b>\$ 3,182,008.48</b>

**EXHIBIT 8, PAGE 9 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**COMMUNITY IMPROVEMENT DISTRICT \***

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATs	TOTAL	REAL	PERSONAL	SALES		
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-	-	-
2008	-	-	-	-	-	-	-	-
2009	-	-	-	-	-	2,035.22	2,035.22	2,035.22
2010	-	-	-	-	-	-	-	2,035.22
2011	-	-	-	-	-	-	-	2,035.22
2012	-	-	-	-	-	-	-	2,035.22
2013	-	-	-	-	-	6,611.49	6,611.49	8,646.71
2014	-	-	-	-	-	3,599.72	3,599.72	12,246.43
2015	-	-	-	-	-	149,451.12	149,451.12	161,697.56
2016	-	-	-	-	-	85,988.51	85,988.51	247,686.06
2017	-	-	-	-	-	101,056.44	101,056.44	348,742.50
2018	-	-	-	-	-	113,078.55	113,078.55	461,821.05
2019	-	-	-	-	-	128,412.42	128,412.42	590,233.47
2020	-	-	-	-	-	133,181.86	133,181.86	723,415.34
2021	-	-	-	-	-	138,027.54	138,027.54	861,442.87
2022	-	-	-	-	-	142,950.69	142,950.69	1,004,393.57
2023	-	-	-	-	-	147,952.59	147,952.59	1,152,346.15
2024	-	-	-	-	-	153,034.51	153,034.51	1,305,380.67
2025	-	-	-	-	-	158,197.77	158,197.77	1,463,578.44
2026	-	-	-	-	-	160,175.25	160,175.25	1,623,753.69
2027	-	-	-	-	-	162,177.44	162,177.44	1,785,931.13
2028	-	-	-	-	-	164,204.66	164,204.66	1,950,135.78
2029	-	-	-	-	-	166,257.21	166,257.21	2,116,393.00
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,116,393.00</b>	<b>\$ 2,116,393.00</b>	<b>\$ 2,116,393.00</b>

\* The 50% of the CID Sales Tax not captured by TIF is to be used to assist in financing the Redevelopment Project.

**EXHIBIT 8, PAGE 10 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**BLIND PENSION**

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			TOTAL	CUMULATIVE TOTAL
	PILOTS	EATs	TOTAL	REAL	PERSONAL	SALES		
2006	\$ -	\$ -	\$ -	78.33	\$ -	\$ -	78.33	\$ 78.33
2007	-	-	-	78.33	-	-	78.33	156.66
2008	-	-	-	80.02	-	-	80.02	236.68
2009	-	-	-	80.02	191.48	-	271.50	508.18
2010	-	-	-	80.02	382.96	-	462.98	971.16
2011	-	-	-	80.02	606.38	-	686.40	1,657.56
2012	-	-	-	80.02	829.79	-	909.81	2,567.37
2013	-	-	-	80.02	1,225.11	-	1,305.14	3,872.50
2014	-	-	-	80.02	1,431.34	-	1,511.36	5,383.86
2015	-	-	-	80.02	1,637.56	-	1,717.58	7,101.45
2016	-	-	-	2,352.89	1,572.56	-	3,925.45	11,026.90
2017	-	-	-	2,682.72	1,507.55	-	4,190.27	15,217.17
2018	-	-	-	3,295.40	1,506.42	-	4,801.82	20,018.99
2019	-	-	-	3,602.06	1,313.68	-	4,915.74	24,934.73
2020	-	-	-	3,876.41	1,258.46	-	5,134.87	30,069.60
2021	-	-	-	4,154.87	1,064.00	-	5,218.87	35,288.46
2022	-	-	-	4,437.51	1,763.00	-	6,200.50	41,488.97
2023	-	-	-	4,525.44	1,557.37	-	6,082.81	47,571.77
2024	-	-	-	4,614.69	1,351.74	-	5,966.43	53,538.20
2025	-	-	-	4,705.28	1,694.88	-	6,400.16	59,938.36
2026	-	-	-	4,797.22	1,482.86	-	6,280.09	66,218.44
2027	-	-	-	4,867.98	1,516.55	-	6,384.53	72,602.97
2028	-	-	-	4,939.80	1,304.53	-	6,244.33	78,847.31
2029	-	-	-	5,012.70	1,243.80	-	6,256.49	85,103.80
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,661.77</b>	<b>\$ 26,442.03</b>	<b>\$ -</b>	<b>\$ 85,103.80</b>	<b>\$ 85,103.80</b>

**EXHIBIT 8, PAGE 11 OF 11**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**DIRECT TAX IMPACT ANALYSIS**  
**REPLACEMENT TAX**

YEAR	SURPLUS TIF REVENUE			INCREMENTAL NON-TIF TAXES			CUMULATIVE TOTAL
	PILOTS	EATS	TOTAL	REAL	PERSONAL	SALES	
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	-	-	-	-	-	-	-
2008	-	-	-	3,832.98	-	-	3,832.98
2009	-	-	-	3,832.98	-	-	7,665.97
2010	-	-	-	3,832.98	-	-	11,498.95
2011	-	-	-	3,832.98	-	-	15,331.93
2012	-	-	-	3,832.98	-	-	19,164.91
2013	-	-	-	3,832.98	-	-	22,997.90
2014	-	-	-	3,832.98	-	-	26,830.88
2015	-	-	-	3,832.98	-	-	30,663.86
2016	-	-	-	112,703.54	-	-	143,367.41
2017	-	-	-	128,502.10	-	-	271,869.51
2018	-	-	-	157,849.84	-	-	429,719.34
2019	-	-	-	172,538.72	-	-	602,258.06
2020	-	-	-	185,679.87	-	-	787,937.93
2021	-	-	-	199,018.15	-	-	986,956.08
2022	-	-	-	212,556.49	-	-	1,199,512.57
2023	-	-	-	216,768.40	-	-	1,416,280.97
2024	-	-	-	221,043.49	-	-	1,637,324.47
2025	-	-	-	225,382.71	-	-	1,862,707.18
2026	-	-	-	229,787.01	-	-	2,092,494.19
2027	-	-	-	233,176.32	-	-	2,325,670.51
2028	-	-	-	236,616.47	-	-	2,562,286.98
2029	-	-	-	240,108.23	-	-	2,802,395.21
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,802,395.21</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,802,395.21</b>

**EXHIBIT 9  
I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN  
ASSUMPTIONS  
COST-BENEFIT ANALYSIS TABLES**

YEAR	ALL TAXING DISTRICTS		City		Handicap		College	
	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN
2006	\$ 22,939	\$ 22,939	\$ 4,011	4,011	\$ 193	193	\$ 612	612
2007	22,939	22,939	4,011	4,011	193	193	612	612
2008	26,773	26,773	4,011	4,011	193	193	612	612
2009	26,773	91,245	4,011	18,396	193	664	612	2,107
2010	26,773	138,926	4,011	23,623	193	1,135	612	3,603
2011	26,773	204,355	4,011	35,064	193	1,684	612	5,348
2012	26,773	269,784	4,011	46,505	193	2,234	612	7,092
2013	26,773	412,829	4,011	81,625	193	3,206	612	10,180
2014	26,773	460,800	4,011	85,409	193	3,714	612	11,790
2015	26,773	1,349,410	4,011	424,136	193	4,221	612	13,401
2016	137,917	1,212,612	4,011	278,016	193	4,061	612	12,893
2017	154,045	1,332,937	4,011	308,590	193	3,901	612	12,386
2018	184,006	1,442,726	4,011	335,582	193	3,898	612	12,377
2019	199,001	1,443,722	4,011	328,109	193	3,424	612	10,872
2020	212,417	1,486,612	4,011	334,821	193	3,288	612	10,440
2021	226,033	1,489,626	4,011	334,554	193	2,810	612	8,922
2022	239,854	1,735,382	4,011	380,196	193	4,530	612	14,381
2023	244,154	1,707,116	4,011	379,669	193	4,024	612	12,775
2024	248,519	1,679,348	4,011	379,303	193	3,518	612	11,169
2025	252,948	3,196,781	4,011	996,033	193	15,966	612	50,690
2026	257,445	3,173,222	4,011	997,095	193	15,619	612	49,587
2027	260,905	3,221,060	4,011	1,010,897	193	15,878	612	50,411
2028	264,417	3,197,478	4,011	1,012,277	193	15,536	612	49,324
2029	267,981	3,218,742	4,011	1,021,567	193	15,569	612	49,428
<b>TOTAL</b>	<b>\$ 3,409,708</b>	<b>\$ 32,537,363</b>	<b>\$ 96,268</b>	<b>\$ 8,823,499</b>	<b>\$ 4,624</b>	<b>\$ 129,460</b>	<b>\$ 14,682</b>	<b>\$ 411,010</b>



**EXHIBIT 9**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**ASSUMPTIONS**  
**COST-BENEFIT ANALYSIS TABLES**

Library		Mental Hlth		School		County	
PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN
\$ 821	\$ 821	\$ 313	\$ 313	\$ 15,617	\$ 15,617	\$ 1,294	\$ 1,294
821	821	313	313	15,617	15,617	1,294	1,294
821	821	313	313	15,617	15,617	1,294	1,294
821	2,829	313	1,077	15,617	53,794	1,294	6,238
821	4,837	313	1,842	15,617	91,970	1,294	7,621
821	7,180	313	2,734	15,617	136,514	1,294	11,311
821	9,523	313	3,626	15,617	181,058	1,294	15,002
821	13,669	313	5,205	15,617	259,876	1,294	27,318
821	15,831	313	6,029	15,617	300,992	1,294	28,089
821	17,994	313	6,852	15,617	568,688	1,294	159,116
821	17,312	313	6,593	15,617	588,607	1,294	102,513
821	16,631	313	6,333	15,617	636,724	1,294	114,623
821	16,619	313	6,328	15,617	667,068	1,294	125,124
821	14,597	313	5,559	15,617	655,988	1,294	119,305
821	14,018	313	5,338	15,617	672,739	1,294	121,970
821	11,979	313	4,562	15,617	662,144	1,294	122,392
821	19,309	313	7,353	15,617	810,274	1,294	137,632
821	17,153	313	6,532	15,617	778,173	1,294	137,986
821	14,997	313	5,711	15,617	746,206	1,294	138,401
821	68,063	313	25,918	15,617	1,294,036	1,294	356,094
821	66,581	313	25,354	15,617	1,265,873	1,294	356,871
821	67,688	313	25,776	15,617	1,286,908	1,294	361,764
821	66,229	313	25,220	15,617	1,259,171	1,294	362,655
821	66,368	313	25,273	15,617	1,261,813	1,294	366,103
\$ 19,714	\$ 551,873	\$ 7,507	\$ 210,154	\$ 374,801	\$ 14,225,466	\$ 31,055	\$ 3,182,008

**EXHIBIT 9**  
**I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN**  
**ASSUMPTIONS**  
**COST-BENEFIT ANALYSIS TABLES**

CID		Blind Pension			Replacement		
PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN	PROJECT IS NOT BUILT	PROJECT IS BUILT PURSUANT TO PLAN
\$ -	\$ -	78 \$	78	\$ -	-	\$ -	-
-	-	78	78	-	-	-	-
-	-	78	80	-	-	-	3,833
-	2,035	78	272	-	-	-	3,833
-	-	78	463	-	-	-	3,833
-	-	78	686	-	-	-	3,833
-	-	78	910	-	-	-	3,833
-	6,611	78	1,305	-	-	-	3,833
-	3,600	78	1,511	-	-	-	3,833
-	149,451	78	1,718	-	-	-	3,833
-	85,989	78	3,925	-	-	-	3,833
-	101,056	78	4,190	-	-	-	112,704
-	113,079	78	4,802	-	-	-	128,502
-	128,412	78	4,916	-	-	-	157,850
-	133,182	78	5,135	-	-	-	172,539
-	138,028	78	5,219	-	-	-	185,680
-	142,951	78	6,201	-	-	-	199,018
-	147,953	78	6,083	-	-	-	212,556
-	153,035	78	5,966	-	-	-	216,768
-	158,198	78	6,400	-	-	-	221,043
-	160,175	78	6,280	-	-	-	225,383
-	162,177	78	6,385	-	-	-	229,787
-	164,205	78	6,244	-	-	-	233,176
-	166,257	78	6,256	-	-	-	236,616
\$ -	\$ 2,116,393	\$ 1,880	\$ 85,104	\$ -	\$ -	\$ -	\$ 2,802,395

## FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT

**THIS FIRST AMENDMENT** (the “**First Amendment**”), entered into on the \_\_\_\_ day of \_\_\_\_\_, 2017, amends the I-470 Business and Technology Tax Increment Financing Contract by and between the **CITY OF LEE’S SUMMIT, MISSOURI** (“**City**”) and the **LBC DEVELOPMENT CORP.** (“**Developer**”), dated March 8, 2007 (the “**Original TIF Contract**”). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Original TIF Contract.

### RECITALS

A. The First Amendment removed one tract, containing approximately 34 acres, reducing the Redevelopment Area from 125 acres to 95 acres.

B. The parties now desire to conform the TIF Contract to the Second Amendment to the TIF Plan.

**NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements contained herein, the City and the District do hereby agree as follows:

1. Article I, Section L, entitled "Developer" is hereby amended by deleting said Article I, Section L, in its entirety and replacing it with the following:

L. "Developer", Wilgate Development, L.L.C., its successors and assigns, subject, however, to the provisions of **Article X** hereof. The obligations of the Original Developer under the Original Plan were assigned to LBC Development Corp. pursuant to the Assignment Agreement approved by the City by Ordinance 6452, adopted July 19, 2007. The Assignment Agreement was executed between the Original Developer and the Developer on August 13, 2007.

2. Article I, Section N, of the Original Agreement, entitled "Eastern Collector Road", is hereby amended by deleting said Article I, Section N, in its entirety.

3. Article I, Section T, of the Original Agreement, entitled "Minimum Investment Standards", is hereby amended by deleting said Article I, Section T, in its entirety and replacing it with the following:

T. "Minimum Investment Standards", Expectations contained within the Redevelopment Plan and which state that: (a) the total assessed value of real property within the Redevelopment Area upon completion of the Redevelopment Project will be approximately \$22,526,295; (b) the Redevelopment Project will consist of 503,925 square feet of office and warehouse space, approximately 64,500 square feet of general retail, 13,150 square feet of restaurant space, a 42,250 square foot hotel and a 45,250 square foot retail strip center; and (c) the creation of 138 new jobs.

4. Article IV, Section 1.D of the Original Agreement, entitled "Distribution of Surplus to Taxing Districts", is hereby amended by deleting said Article IV, Section 1.D, in its entirety and replacing it with the following:

D. Distribution of Surplus to Taxing Districts. Subject to financial considerations, it is the intent of the parties that all Reimbursable Project Costs be paid as soon as possible. After all incurred Reimbursable Project Costs have been paid, then on

December 31 of each year until the Redevelopment Plan is terminated, the funds remaining in the Payment in Lieu of Taxes Account and the Economic Activity Taxes Account, if any, shall be disbursed to the Taxing Districts in accordance with the Act, which payment shall be subject to City's authority to maintain reasonable reserves and Reimbursable Project Costs in future years, as City shall determine to be appropriate.

5. Article VII, Section 4 of the Original Agreement, entitled "Certificate of Compliance", is hereby amended by deleting said Article VII, Section 4 in its entirety and replacing it with the following:

4. Certificate of Compliance. Upon the completion of the Redevelopment Project, the Developer shall submit a report certifying that the Redevelopment Project and all required Public Project Improvements have been completed in accordance with the Redevelopment Plan and that the Developer is in compliance with all other provisions of this Contract. The Developer shall, as part of its report, submit its certificate setting forth: (a) the total cost of completing the Redevelopment Project and Public Project Improvements; (b) Redevelopment Project Costs incurred which are eligible for reimbursement pursuant to the Redevelopment Plan or which have been paid for with the proceeds of Obligations; and (c) the Private Funds used to complete the Redevelopment Project, which may include capitalized interest to the extent actually paid to unrelated third parties during construction, but not during any "lease-up" period. The City may conduct an investigation, and if the City determines that the Redevelopment Project has been completed in accordance with the provisions of the Redevelopment Plan, as evidenced by certificates of occupancy where appropriate and other required governmental approvals, and that all of Developer's duties pursuant to this Contract have been performed then it shall issue a Certificate of Completion and Compliance and certify that the Developer has fully discharged its obligations under the Redevelopment Plan and this Contract.

The certification by the City shall be conclusive determination of the satisfaction and termination of the covenants in this Contract, with respect to the obligations of the Developer to complete the Redevelopment Project and the public Project Improvements within the dates for the beginning and completion thereof, but shall not prevent the City from action in the event of any subsequent default by the Developer in the performance of any of its other obligations under this Contract.

Such certificate issued by the City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds.

6. Article VIII, Section 4.D of the Original Agreement, entitled "Strother Interchange TDD", is hereby amended by deleting said Article VIII Section 4.D in its entirety.

7. Article XV, Section 1 of the Original Agreement, entitled "Notices", is hereby amended by deleting said Article XV, Section 1 in its entirety and replacing it with the following:

1. Notice. Any notice required by this Contract shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

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

Notices to Developer shall be addressed to:

Jay Burchfield  
302 Campusview Drive, Suite 211  
Columbia, Missouri 65201

With a copy to:

William B. Moore, Esq.  
White Goss, a Professional Corporation  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111

8. The Original TIF Contract is hereby amended by deleting **Exhibit D** in its entirety and replacing it with the **Exhibit D** attached hereto.

9. The Original TIF Contract is hereby amended by deleting **Exhibit E** in its entirety and replacing it with the **Exhibit E** attached hereto.

10. The Original TIF Contract is hereby amended by deleting **Exhibit F** in its entirety and replacing it with the **Exhibit F** attached hereto.

11. The Original TIF Contract is hereby amended by deleting **Exhibit G** in its entirety and replacing it with the **Exhibit G** attached hereto.

12. Except as amended hereby, the Original TIF Contract remains in full force and effect.

[Remainder of page intentionally blank.]

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first above written.

**CITY:**

CITY OF LEE'S SUMMIT, MISSOURI

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**DEVELOPER:**

LBC DEVELOPMENT CORP.

By: \_\_\_\_\_  
President

Notary for City of Lee's Summit

STATE OF MISSOURI        )  
  )  
COUNTY OF JACKSON     )        ss.

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

[SEAL]

Notary for LBC Development Corp.

STATE OF MISSOURI            )  
  )  
COUNTY OF \_\_\_\_\_        )        ss.

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came the President of LBC Development Corp. a Missouri corporation, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

[SEAL]



**EXHIBIT D**  
**IMPROVEMENTS**

The mixed use commercial development to be constructed within the Redevelopment Area which is anticipated to consist of 503,925 square feet of office and warehouse space, approximately 64,500 square feet of general retail development, 13,150 square feet of restaurant development, a 42,250 square-foot hotel and a 45,250 square-foot retail strip center.

## **EXHIBIT E**

### **PUBLIC PROJECT IMPROVEMENTS**

Public Project Improvements include the following traffic improvements and on-site improvements to be constructed within the City by the Developer:

1. Signalization at the intersection of Colbern Road and Town Centre Boulevard;
2. Turn lanes at Colbern Road and Town Centre Boulevard;
3. Construction of a raised median at Colbern Road and Independence Avenue;
4. Other traffic improvements which the City may designate as development in and around the Redevelopment Area proceeds; and
5. The internal streets and utilities, storm water improvements and wetlands mitigation included in the Redevelopment Project Costs as part of the “Redevelopment Project Improvements” and “Professional Services” costs as shown on Exhibit 4 to the Redevelopment Plan.

**EXHIBIT F**  
**DEVELOPMENT SCHEDULE**

<u>Redevelopment Project</u>	<u>Completion Date</u>
1	2022

EXHIBIT G

REDEVELOPMENT PROJECT COST BUDGET

DESCRIPTION	REDEVELOPMENT COSTS	REIMBURSEABLE PROJECT COSTS
<i>Redevelopment Project Improvements</i>		
Storm Sewer & Stormwater Retention	\$ 2,001,300	\$ 2,001,300
Wetlands Mitigation	160,000	160,000
Internal Streets & Utilities	1,497,491	1,497,491
Phase I Construction	19,854,325	-
Phase II Construction	41,581,500	-
<i>Subtotal</i>	<i>\$ 65,094,616</i>	<i>\$ 3,658,791</i>
<i>Professional Services</i>		
Engineering & Architectural	\$ 614,358	\$ -
Legal	206,973	206,973
City's Legal Services	14,000	14,000
<i>Subtotal</i>	<i>\$ 835,331</i>	<i>\$ 220,973,00</i>
<i>Public Road Improvements</i>		
Signalization at Colbern and Town Centre	\$ 150,000	\$ 150,000
Turn Lanes at Colbern and Town Centre	60,000	60,000
Raised Median at Colbern and Independence	12,000	12,000
<i>Subtotal</i>	<i>\$ 222,000</i>	<i>\$ 222,000</i>
<b>TOTAL</b>	<b>\$ 66,151,947</b>	<b>\$ 4,101,764</b>

## Packet Information

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**File #:** 2017-1157, **Version:** 1

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CONTINUED DISCUSSION OF STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEP 1

Issue/Request:

CONTINUED DISCUSSION OF STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEP 1

Key Issues:

The following departments will discuss their program alignment with the current Strategic Planning Framework and Council goals:

Fire

Presenter: Stephen Arbo

Recommendation: N/A

Committee Recommendation: N/A



**2017 Strategic Plan Framework  
Project/Program Alignment of Council Goals**

**Source Documents and Master Plans**

**Fire Department**

1. Accreditation Self-Assessment Manual (SAM)
2. Commission on Fire Accreditation International (CFAI) Report
3. IAFF Local 2195 Labor Agreement
4. LSF D Department Policies and Standard Operating Guidelines
5. LSF D 2017-2027 Staffing Plan (Draft)
6. LSF D Strategic Plan
7. Program Appraisals for Public Education and EMS Programs
8. Public Safety Bond Issue – November 2016
9. Standards of Cover (SOC)

# Safety

**Vision:** To create an environment where the perception of safety is supported by the reality of safety.

**Goal 1:** Educate our citizens on high performance standards and how we are planning to attain these goals.

## Fire Department

- Through the Accreditation process, fire department developed Total Response Time standards, Community Risk Assessment, Effective Response Force, and Community Expectations and Performance Goals (SOC)
- Citizen expectations, Internal stakeholder expectations, Mission, Values, S.W.O.T. Analysis, Strategic initiatives (Strategic Plan)
- Recommendations for improvement by CFAI assessors (CFAI Report)
- Accreditation “Annual Compliance Report” to Authority Having Jurisdiction (AHJ) through SOC 9<sup>th</sup> edition

**Goal 2:** A well-staffed, well-paid, well-equipped public safety group that is future-oriented, who carry forward community values.

## Fire Department

- Staffing needs assessment (LSFD Staffing Plan)
- Recommendations for improvement by CFAI assessors (CFAI Report)
- Addition of rescue to response fleet (Ordinance 7847) **Q1.1**
- Compensation adjustment and labor agreement (IAFF Local 2195 Labor Agreement)
- Upgrades to radio communications system and emergency equipment such as SCBA upgrade (Public Safety Bond Issue—Ordinance 7949) **Q1.3**
- Administration division/ program (SAM 1)
- Training program (SAM 8)
  - Greenwood vacant house used for practical training (Ordinance 8025)
  - 150 & Ward vacant house used for practical training (Waiver for Building Donation)
  - Partnership with John Knox Village for practical training on vacant buildings on their property
  - Coordination with State Fire Marshal / State Division of Fire Training for training classes and certifications
- Prevention program (SAM 5B)
- Support Services program (SAM 9C)
- Region A State Mutual Aid Coordination for Fire and EMS (Region A Mutual Aid Plan and SAM 5H)
- Fire codes inspections

**Goal 3:** Provide resources and facilities to maximize ability to protect citizens.

## Fire Department

- Replacement of Fire Station #3 (Public Safety Bond Issue—Ordinance 7949) **Q2.5**
- Fire station build-out planning project

## Education

**Vision:** Continue the environment for education ecosystem to thrive.

**Goal 1:** Collaboration of all sectors of educational institutions.

### **Fire Department**

- Public Education program to R7 School District students (SAM 5C and Public Education Program Appraisal)
- “Call and Pump”/CPR community outreach/education (EMS Program Appraisal, SAM 5C, Call and Pump Screenshot)
- Fire Ops 101

**Goal 2:** Engage students in community to retain studies in Lee’s Summit after graduation.

### **Fire Department**

- Newly-formed internship program for high school students for LSFD

**Goal 3:** Upgrade online and communication technology that builds data to increase community education and engagement.

### **Fire Department**

- Provide community updates and alerts through Nixle



## Transportation

**Vision:** A multi-modal system that embraces livability and connectivity, including accessibility.

Goal 1: Investigate and implement different modes of transportation for all ages.

Goal 2: Incorporate technology into transportation.

Goal 3: Identify support (leverage and capitalize) for regional options.

Goal 4: Connect recreation to economic development projects.

Goal 5: Viable roadways in all parts of the city.

## Health and Human Services

**Vision:** Maximize accessibility and affordability as a wellness community

**Goal 1:** Wellness community; Education and outreach; Legislative advocacy; Protection of environmental resources.

### **Fire Department**

- Public Education program to R7 School District students (SAM 5C and Public Education Program Appraisal)
- “Call and Pump”/CPR community outreach/education (EMS Program Appraisal, SAM 5C, Call and Pump Screenshot )
- Provide staff support to Public Safety Advisory Board

**Goal 2:** Encourage development, growth, additions, and expansion of non-profit programs.

**Goal 3:** Encourage development of medical resources.

### **Fire Department**

- Collaboration with St. Luke’s East and LSMC on stroke, STEMI/TCD (Time Critical Diagnosis) treatments and programs
- Increased resources to recruit EMS professionals (IAFF Agreement)
- EMS Ambulance Expansion [Q1.1](#)

**Goal 4:** Assess housing for non-profits.

**Goal 5:** Aid in free and reduced lunches.

## Infrastructure

**Vision:** Ability to address needs, expanding capacity for the future

Goal 1: Identify gaps and shortcomings, and work to address.

**Fire Department**

- Fire Station location plans as it relates to Total Response Times (SOC)

Goal 2: Maximize roadway capacity.

Goal 3: Improve storm water management system.

Goal 4: Maintain curbs and sidewalks.

Goal 5: Develop clear policies regarding public vs private needs.

Goal 6: Long-term planning including maintenance schedules.

**Fire Department**

- Fire Station maintenance relating to aging stations

## Economic Development

**Vision:** Thriving, yet affordable growth which generates options for long-term careers.

Goal 1: High-quality, diverse economic development with bold and flexible decision-making to encourage more innovative technology and high-wage careers.

### Fire Department

- Insurance Services Organization (ISO) Fire Rating (Source document in-progress)

Goal 2: Clear, easily-understandable processes allowing for high-quality appropriate development with emphasis on problem solving.

Goal 3: Spec buildings ready for occupancy.

## Culture/Arts

**Vision:** Create a supportive environment for artistic expression that represents community values.

**Goal 1:** Cultivate and foster the growth of an emerging and energetic arts environment.

**Goal 2:** Complete Cultural Arts Corridor.

**Goal 3:** Encourage private investment.

**Goal 4:** Public art visible in all areas of the community.

**Goal 5:** Unique and fun options that builds culture and community, attracts others and increases value.

## Packet Information

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**File #:** 2017-1160, **Version:** 1

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DISCUSSION OF NEXT STEPS FOR STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEPS 2 AND 3

Issue/Request:

DISCUSSION OF NEXT STEPS FOR STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEPS 2 AND 3

Key Issues:

On May 4, 2017, Staff will have completed the presentations for Step 1: Program alignment of strategic goals and visions. It is now prudent to discuss the process for achieving steps 2 and 3:

Step 2: Staff will identify projects discussed but not yet funded due to financial constraints

Step 3: Council will identify obvious gaps to achieve stated goals and discuss solutions or identify future projects.

Presenter: Stephen Arbo

Recommendation: N/A

Committee Recommendation: N/A

**Vision**

A culturally rich community with diverse economic sectors to create a prosperous and dynamic community in perpetuity.

**Strategic Initiatives with Vision**

<p><b>Safety</b></p> <p>To create an environment where the perception of safety is supported by the reality of safety</p>	<p><b>Education</b></p> <p>Continue the environment for Education eco-system to thrive</p>	<p><b>Transportation</b></p> <p>A multi-modal system that embraces livability and connectivity, including accessibility</p>	<p><b>Health and Human Services</b></p> <p>Maximize accessibility and affordability as a wellness community</p>	<p><b>Infrastructure</b></p> <p>Ability to address needs expanding capacity for future</p>	<p><b>Economic Development</b></p> <p>Thriving yet affordable growth which generates options for long term careers</p>	<p><b>Culture/Arts</b></p> <p>Create a supportive environment for artistic expression that represents community values</p>
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**Goals**

<p>Educate our citizens on high performance standards and how we are attaining these goals.</p> <p>A well-staffed, well paid, well equipped public safety group future oriented, who carry forward community values.</p> <p>Provide resources and facilities to maximize ability to protect citizens.</p>	<p>Collaboration of all sectors of educational institutions.</p> <p>Engage students in community to retain studies in Lee's Summit after graduation.</p> <p>Upgrade online and communication technology that builds data to increase community education and engagement.</p>	<p>Investigate and implement different modes of transportation for all ages.</p> <p>Incorporate technology into transportation.</p> <p>Identify support (leverage and capitalize) for regional options.</p> <p>Connect recreation to economic development projects.</p> <p>Viable roadways in all parts of the city.</p>	<ul style="list-style-type: none"> <li>- Wellness Community</li> <li>- Education and Outreach</li> <li>- Legislative Advocacy</li> <li>- Protection of Environmental Resources</li> </ul> <p>Encourage development growth, additions and expansion of non-profit programs.</p> <p>Encourage development of medical resources.</p> <p>Assess housing for non-profits.</p> <p>Aid in free and reduced lunches.</p>	<p>Identify gaps and shortcomings and work to address.</p> <p>Maximize roadway capacity.</p> <p>Improve storm water management system.</p> <p>Maintain curbs and sidewalks.</p> <p>Develop clear policies regarding public vs private needs.</p> <p>Long term planning incl maintenance schedules.</p>	<p>High quality, diverse economic development with bold and flexible decision making to encourage more innovative technology and high wage careers.</p> <p>Clear easily understandable processes allowing for high quality appropriate development with emphasis on problem solving.</p> <p>Spec buildings ready for occupancy.</p>	<p>Cultivate and foster the growth of an emerging and energetic arts environment.</p> <p>Complete Cultural Arts Corridor.</p> <p>Encourage private investment.</p> <p>Public art visible in all areas of the community.</p> <p>Unique and fun options that builds culture and community, attracts others and increases value.</p>
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# Ongoing Strategic Planning Process

*Upon Approval of the Strategic Plan Framework*

1. Staff will **match up existing programs and projects** in progress to the goals in the Strategic Plan Framework.
2. Staff will **identify projects discussed but not yet funded** due to financial constraints.
3. Council will **identify obvious gaps to achieve stated goals** and discuss solutions or identify future projects.
4. Staff will **create a timeline** to sequence current projects and Council will prioritize the sequence of future projects.
5. Staff will **create detailed Management Action Plans** for the highest priority projects and programs. With your guidance, Staff will continue to develop Management Action Plans for next level priorities and plans.
6. As a Council, you will **review goals and status of projects on a regularly scheduled basis** and on an annualized basis, the Council will review the entire Strategic Plan Framework, revise the vision, update goals and prioritize projects.