

REDEVELOPMENT AGREEMENT (LCRA)
BETWEEN KEVIN HIGDON CONSTRUCTION, LLC AND
THE CITY OF LEE'S SUMMIT, MISSOURI

THIS REDEVELOPMENT AGREEMENT (LCRA) ("Agreement") is made this 15 day of June, 2023 by and between Kevin Higdon Construction, LLC, a Kansas Limited Liability Company (the "**Developer**"), and the City of Lee's Summit, Missouri, a municipal corporation (the "**City**").

WHEREAS, on July 26, 2018, Kevin Higdon Construction, LLC presented a conceptual presentation to the City Council requesting an incentive above 50% through the Land Clearance for Redevelopment Authority, and,

WHEREAS, on June 20, 2018, Kevin Higdon Construction, LLC submitted a Land Clearance for Redevelopment Authority Redevelopment Project Application, and,

WHEREAS, on August 22, 2018 the Land Clearance for Redevelopment Authority considered Kevin Higdon Construction, LLC Redevelopment Project Application recommending approval of 100% real property tax abatement on the incremental increase in property value of the project for a period of five years; and

WHEREAS, on September 6, 2018, the City Council having heard and considered the objections, protests, comments, and other information presented, voted to direct City Staff to present an ordinance approving the "Kevin Higdon Construction LCRA Redevelopment Project" with an abatement of 100% of the incremental property taxes for a period of 5 years subject to the approval of a development agreement outlining performance measures during the term of the abatement; and,

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

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

1. **Definitions.** Words or terms not defined elsewhere in this Agreement shall have the following definitions:
 - A. "**Developer**" shall mean Kevin Higdon Construction, LLC, or its successors in interest in the property, including the actual owner of the Property.
 - B. "**Improvements**" shall mean any building improvements constructed by the Developer as a part of the Redevelopment Project.
 - C. "**Property**" shall mean Lot 293 of "Final Plat of Newberry Landings First Plat," a

subdivision in Lee's Summit, Jackson County, Missouri.

D. **"Redevelopment Project"** shall mean the investment, improvements and employment created as described in the Redevelopment Project Application, a true and accurate copy being attached hereto and incorporated herein by reference as **Exhibit A**.

E. **"Test Date"** means September 30 of each year.

2. **Requirements for Improvements.** Developer shall have made a capital investment in furtherance of the Redevelopment Project of no less than six-hundred and seven thousand five-hundred dollars (\$607,500), which investment shall include the following: (1) land acquisition costs; (2) the costs of construction of the Improvements; (3) the costs of machinery and equipment utilized in the Redevelopment Project; and (4) any soft costs incurred by the Developer in furtherance of the Redevelopment Project. Such expenditures shall be documented by the Developer in a format reasonably acceptable to the City. Additionally, the Developer shall substantially complete the Improvements prior to issuance of the Certificate of Qualification for Tax Abatement.
3. **Abatement.** The terms of the abatement shall be as described in Ordinance No. 8460 passed by the City Council of the City of Lee's Summit on September 20, 2018 and approved by the Mayor on September 25, 2018.
4. **Penalty for Non-Performance.** The Company has represented that the redevelopment project will create at least five (5) new jobs and generate new sales tax from and after six (6) years from the date of issuance of the Certificate of Occupancy for the improvements to the property. In the event that developer shall fail to create a certain number of jobs or generate new sales tax at certain test dates then a penalty for non-performance shall be due. Following the execution of this Agreement and through the remaining term of this Agreement, the Company shall file with the City an executed copy of the Annual Compliance Form in substantially the form attached hereto as **Exhibit B** to certify that the Company has maintained the required number of Jobs and generating sales tax revenues to maintain the tax abatement. The Company shall also promptly provide to the City such supporting documentation as may reasonably be requested by the City to verify the information reported through the form in **Exhibit B**.
5. **Reserved.**
6. **Indemnification.**
 - A. **General Indemnity.** The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the Authority and the City, and their respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions,

costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises out of or is related to the performance of this Agreement; provided, however, that the Developer need not save harmless the City or Authority from claims, demands, losses and expenses arising out of or to the extent caused by the sole negligence of the City or Authority, and their respective employees or agents. This indemnification obligation shall survive the termination or expiration of this Agreement.

- B. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City and Authority do not, and shall not, waive any rights against the Developer which they jointly or individually may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement. In addition, the parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
 - C. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by Section 26 of the Agreement.
 - D. Use of Independent Contractors. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.
7. Reserved.
8. Prevailing Wage. To the extent that any portion project is deemed by the appropriate state agency to be legally required to do so, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the

Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (sections 290.210 – 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law. If requested by the City, the Developer shall submit sufficient information to the City's Director of Finance to allow City staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations, if the Developer is deemed to be required to do so by the appropriate state agency. Notwithstanding the foregoing, the City and Authority hereby acknowledge that the Developer is not contractually required by this Agreement to comply with Missouri Prevailing Wage Law unless the appropriate state agency deems that the Redevelopment Project is subject to such law.

9. **Remedies.** Each party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting parties hereto, the non-defaulting party shall have the right to enforce specific performance of this Agreement against the defaulting party, and such non-defaulting party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement. Notwithstanding the foregoing, the Developer shall not be compelled by specific performance to undertake the Redevelopment Project, construct the Improvements, or hire any employees.
10. **Rights and Remedies Non-Exclusive.** No right or remedy conferred upon or reserved to any party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.
11. **Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
12. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.
13. **Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the parties expressly waive any rights to venue inconsistent therewith.
14. **City Requirements and Prior Approval.** The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's Unified Development Ordinance, the Design and Construction Manual, and all planning or infrastructure requirements related to the development of the Property. The Developer

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

15. **Recording and Binding Effect.** The Developer shall file a copy of this Agreement or a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("Office"). No Certificate of Qualification of Tax Abatement shall be issued until written proof is provided to the City that this Agreement has been recorded with the Office. This Agreement shall run with the land and be binding on and inure to the benefit of the parties and their respective legal representatives, successors in interest, successors and assigns. The City Manager and Authority Chairman may execute, on behalf of the City and Authority, a document suitable for recording in the Office, in such form as is approved by the City Attorney, that acknowledges the completion of the Developer's obligations under the Agreement upon certification by the City Engineer of the completion of the Developer's obligations under this Agreement.
16. **Time of Essence.** Time is of the essence with respect to the duties and obligations set forth herein.
17. **Estoppel Letter.** Upon request by Developer made from time to time, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this contract.

18. **Representations.** The Developer represents that it owns the property described in Section 1(c) above on the date that this Agreement is executed. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other party that is the subject of this Agreement. The parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions.
19. **Rules of Construction.** Each party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
20. **Assignment.** The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the Developer may with notice to the City and Authority assign the rights and obligations of this Agreement to: (a) any affiliate entity of the Developer that owns the Property, provided that the Developer continues its business upon the Property in the ordinary course or (b) any entity created by the result of a merger or acquisition of the Developer, provided that the business of the Developer will continue upon the Property in the ordinary course.
21. **Entire Agreement.** This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties.
22. **Exhibits.** All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
23. **Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
24. **Severability.** Any provision of this Agreement which is not enforceable according to law will be severed herefrom, and the remaining provisions shall be enforced to the fullest extent

permitted by law.

25. **Counterparts.** This Agreement may be executed in three or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
26. **Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the LCRA shall be addressed to

Land Clearance for Redevelopment Authority
Chairman
City Hall
220 SE Green Street
Lee's Summit, Missouri 64081

Any notice to the City shall be addressed to:

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

With a copy to:

City
Attorney
City Hall
220 SE Green Street

Notices to Developer shall be addressed to:

Kevin Higdon
PO Box 847 LS MO 64063

With a copy to:

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

[Remainder of this page intentionally left blank]

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: _____

Mark Dunning, City Manager

Attest: _____

Trisha Fowler Arcuri, City Clerk

Approved as to form:

David Bushek, *Chief Counsel of Economic
Development & Planning*

Kevin Higdon Construction, LLC

By: [Signature]
Kevin Higdon, Manager

Notary for Kevin Higdon Construction, LLC

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 15 day of June, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Higdon, the Manager of Kevin Higdon Construction, LLC, who is personally known to me to be the same person who executed the within instrument on behalf of such limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of such limited liability company.

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



[Signature]
Notary Public

(SEAL)

My commission expires: 5/5/2027

By: _____
Chair of the Board of Commissioners Land
Clearance for Redevelopment Authority of
Lee's Summit, Missouri

Notary for City of LCRA

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gary Fruits, the Chairman of the Land Clearance for Redevelopment Authority of the City of Lee's Summit, a, authority 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 Authority, and such persons duly acknowledged the execution of the same to be the act and deed of said Authority.

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

Notary Public

(SEAL)

My commission expires: _____

EXHIBIT A
REDEVELOPMENT PROJECT APPLICATION

[attached]



Date: 6/20/2018

Applicant File # _____

Applicant Name Kevin Higdon Construction LLC

REDEVELOPMENT PROJECT APPLICATION

Application must be submitted with six (6) exact copies. A non-refundable filing fee is required with this application in the amount of \$1,500.00. All third party costs, including professional services, legal, title, appraisal, due diligence, recording fees, etc. if borne by the LCRA shall be reimbursed from the applicant / developer. If necessary and required by the LCRA, an executed Funding Agreement may be required to be executed prior to processing the application.

I. APPLICANT INFORMATION

Applicant/Organization Name: Kevin Higdon Construction LLC

Business Address: PO BOX 847 Lee's Summit, MO 64063

Contact Person: Kevin Telephone #: 816-524-9797

Facsimile #: 816-524-9798 E-mail: kevin@higdonbuilders.com

Address (if other than business address): _____
1450 SE Broadway Lot 293 Newberry Landings 1st Plat

Attorney for Applicant: _____ Telephone #: _____

Facsimile #: _____ E-mail: _____

Attorney Address: _____

II. BUSINESS INFORMATION

A. In what line or lines of business is the applicant engaged?

_____ New Home Builder/ Developer _____

B. Is the applicant (or its parent) a proprietorship, partnership, or corporation?

_____ LLC _____

C. Year and State of incorporation: _____ KS 2001 _____

D. List the names and titles of the officers of the applicant firm:

Name	Title	Telephone #
_____ Kevin Higdon	_____ Manager	_____ 816-985-6108 _____
_____	_____	_____
_____	_____	_____

E. Describe all outstanding or threatened litigation: *(Attach separate sheet if necessary)*

N/A

(Provide the same information requested above for the parent company, if applicable)

III. LOCATION OF THE PROJECT

General Boundaries: *(Attach separate sheet if necessary)*

1450 SE Broadway Lot 293 NewBerry Landings
See attached sheet "General Boundaries "

Council District: _____ 1st District _____

Total Acreage: _____ 0.79 _____

Is the project located in any incentive areas? *(Attach separate sheet if necessary)* _____
_____ Yes This project is located in the US 50 /M-291 Hwy Urban Renewal Area

What is the current zoning of the project area? _____ PI Planed Industrial _____

What is the proposed zoning for the project area? ___ Same No change (Planned industrial)

This property is located in the following Urban Renewal Area (*if applicable*):

US50 / M-291 Urban Renewal Area

IV. THE PROJECT

A. Provide a detailed narrative description of the proposed project, including information as the size of the project, amount of land (property) to be purchased, whether the project is a rehabilitation of existing structure(s), expansion, or the construction of a new facility, residences, etc. Describe what products or services are to be manufactured or provided through this project. (*Attach separate sheet if necessary*)

SEE ATTACHED Community Impact Statement A

B. Does the applicant or its parent company presently have offices or industrial facilities located in Lee's Summit, Missouri? If so, describe. (*Attach separate sheet if necessary*) No they are located in Jackson County

C. List any nationally or locally historical properties and/or districts within the Project Area. N/A

D. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application: (*Attach separate sheet if necessary*) N/A

V. COMMUNITY IMPACT STATEMENT

A. Describe the project's integration within the applicable Lee's Summit Comprehensive Master Plan, conformance with the adopted Economic Development Incentive Policy or applicable adopted plan within the community. (*Attach separate sheet if necessary*)

This new project is in compliance with The City of Lee's Summit Zoning plan. This is the intended use of property by The City of Lee's Summit.

B. How many people will be employed by the project? (*Attach separate sheet if necessary*) Currently 5

- | | |
|-------------------------|----------------------|
| 1. Manager | \$105000.00 Annually |
| 2. Lead super intendant | \$125000.00 Annually |

- | | |
|----------------------------------|---------------------|
| 3. Super intendant | \$78000.00 Annually |
| 4. Office manager | \$60000.00 Annually |
| 5. Customer Service and Warranty | \$50000.00 Annually |

Will this project represent an increase in employment opportunities in Lee's Summit, Missouri?

Yes. This will allow us to expand or operations in Lee's Summit

- It will also contribute to future company growth and future Hiring of Skilled employees

- Number of jobs to be retained.
5 Highly skilled jobs at opening

- C.** Projected real and personal property investment.
We have 4 vans 2 trucks and office equipment.
- D.** Describe the capability of the project to attract sales from outside the City, if applicable.
This building will not bring in sale of outside the city. This will bring high paying Skilled jobs to the city. It will also create quality homes for the people and employees of Lee's Summit.
- E.** Will this project attract additional residents to the area?
Yes: By creating new homes / townhomes in the Lee's Summit city limits. We also create new neighborhoods for future growth and tax paying citizens.
- F.** Are there plans for future expansion?
Absolutely! We plan on growing the home building and development business with our focus in LSMO. We are currently ranked in the top 20 builders in the KC Metro area and are growing every year. By have a office were we can all meet and work will greatly help us move to the next level.
- G.** What environmental impact will this project have on the area?
None
- H.** Will there be the use of federal or state incentives for this project?
None
- I.** Provide evidence of the need for the abatement (i.e., competitive pressures of the location, need for remediation of blight in proximity to the project, addition of jobs to a high unemployment area, etc.)
"See Attachment B"
- J.** Describe the estimated impact to proximate businesses, particularly to businesses selling similar products or services in the area.
This will not impact any business

VI. PROJECT COSTS:

Identify the costs reasonably necessary for the acquisition of the site and/or construction of the proposed Project together with any machinery and equipment in connection therewith, including any utilities hook-up, access roads, or appurtenant structures.

Item	Amount	Costs to be Financed with Bond Proceeds, if Applicable
Acquisition of Land and Existing Buildings	100000.00	
Relocation costs (if applicable)	20000.00	
Construction Costs:		
1. Architectural and Engineering	20000.00	
2. Site Preparation	35000.00	
3. Materials	290000.00	
4. Labor	150000.00	
5. Construction Contracts		
6. Utilities Connection	12500.00	
7. Paving and Landscaping	65000.00	
Renovation Cost		
Machinery and Equipment		
Furniture and Fixtures	20000.00	
Capitalized Interest (From To)		
Cost of Issuance (i.e. accounting, legal, etc.)	10000.00	
Contingency/Professional Fees	5000.00	
TOTAL PROJECT COSTS		

Current Fair Market Value of Land: 100000.00

Fair Market Value of Improvement: 607500.00

Current Assessed Value of property: 683.00

Projected Assessed Value of the Land & Improvements Upon Completion:

707500.00

Please outline specific request for abatement (requested amount, percentage and number of years for abatement).

- Total amount of property tax abatement requested: \$ 11499.00
- Percentage of abatement requested: 100 %
- Number of years of abatement: 10 yrs.

Please provide estimated schedule of property tax abatement for the requested timeframe for abatement (not to exceed 100% for 10 year period)

Example:

Accumulated Tax Abatement (assumes 2% property value increase every other year – not compounded)

	<u>100% abatement</u>	<u>50% abatement</u>
Year 1	\$ 11,499.00	\$ 5,749.50
Year 2	\$ 23,227.98	\$ 11,613.99
Year 3	\$ 35,191.54	\$ 17,595.77
Year 4	\$ 47,394.37	\$ 23,697.19
Year 5	\$ 59,841.26	\$ 29,920.63
Year 6	\$ 72,537.08	\$ 36,268.54
Year 7	\$ 85,486.83	\$ 42,743.42
Year 8	\$ 98,695.56	\$ 49,347.78
Year 9	\$ 112,168.48	\$ 56,084.24
Year 10	\$ 125,910.85	\$ 62,955.43

VII. SOURCES OF FUNDS:

State amount and sources of financing for all of the Project costs listed above. Please provide commitment letters for any sources received listing terms and conditions.

SOURCES	AMOUNT
<u>Platte Valley Bank</u>	<u>525000.00</u>

VII. DEVELOPMENT TEAM

Identify members of the development team and provide evidence of experience with other development projects.

Matt Schlicht Engineering Solutions

Kevin Higdon General Contractor

VIII. OPERATING PROFORMA.

The proforma must cover the period of abatement requested.

X. BOND FINANCING

Bond Financing is handled on a case-by-case basis.

XI. REQUIRED ATTACHMENTS:

- **Attachment A:** A map showing the boundaries of the project.
- **Attachment B:** A map indicating current land use and zoning.
- **Attachment C:** A map indicating the proposed land use and zoning.
- **Attachment D:** A map showing infrastructure improvements to be made.
- **Attachment E:** A development schedule for the project, including the phasing of development and the locations and improvements to be accomplished in each phase.
- **Attachment F:** Design plans for the project (including site plans & elevations).
- **Attachment G:** Photographs of the project site and/or structure to be rehabilitated.
- **Attachment H:** Copy of preliminary title work.
- **Attachment I:** Letter(s) of Support from one or more of the following: councilpersons, mayor, county official, state representative, state senator, local taxing entities, and/or neighborhood organization(s).

XII. CERTIFICATION OF APPLICANT:

The undersigned hereby represents and certifies that to the best knowledge and belief of the undersigned, this project application contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect, and that it is truly descriptive of the property which application is being made.

NAME: Kevin Higdon

SIGNATURE: _____

TITLE: Manager

**RETURN COMPLETED APPLICATION AND NON-REFUNDABLE APPLICATION
FEE TO:**

**Land Clearance for Redevelopment Authority
c/o City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063**

**REDEVELOPMENT PROJECT APPLICATION
EXHIBIT "1"— BUDGET / PROFORMA**

Attachment Community Impact Statement "A"

This project is for the new Kevin Higdon Construction corporate office and warehouse space moving into Lee's Summit, MO. We are currently located in the county working from a home base office. This building will be 8000 feet of office / warehouse in the New Berry Landings Park. Lot 293 is .79 Acres of industrial vacant ground. This location will staff or entire office staff and Job site managers. While also allowing for warehousing of products for local home building. This project will help us to build local quality homes in Lee's Summit by having a local presence. This will also give us the room to expand our business and higher more well compensated quality workers to grow or local business.

Attachment B

1450 SE Broadway is located in an existing development that has been stagnate for 12 years and this is a time of robust development. This area needs a boost to support new buildings. The tax abatement will help to bring business like myself to this area. We are taking a big step to go into a slow area by the land fill. We are also making a large investment in this site and ourselves. We are going above and beyond the basic metal building designs to add character and styling in a metal building zoned site. This abatement opportunity will allow my company to take the next steps in expansion and help offset some of the risk of the area. It also gives us more confidence in our business expansion in Lee's Summit.

REDEVELOPMENT PROJECT APPLICATION

EXHIBIT "2"— NEW AND EXISTING EMPLOYMENT INFORMATION

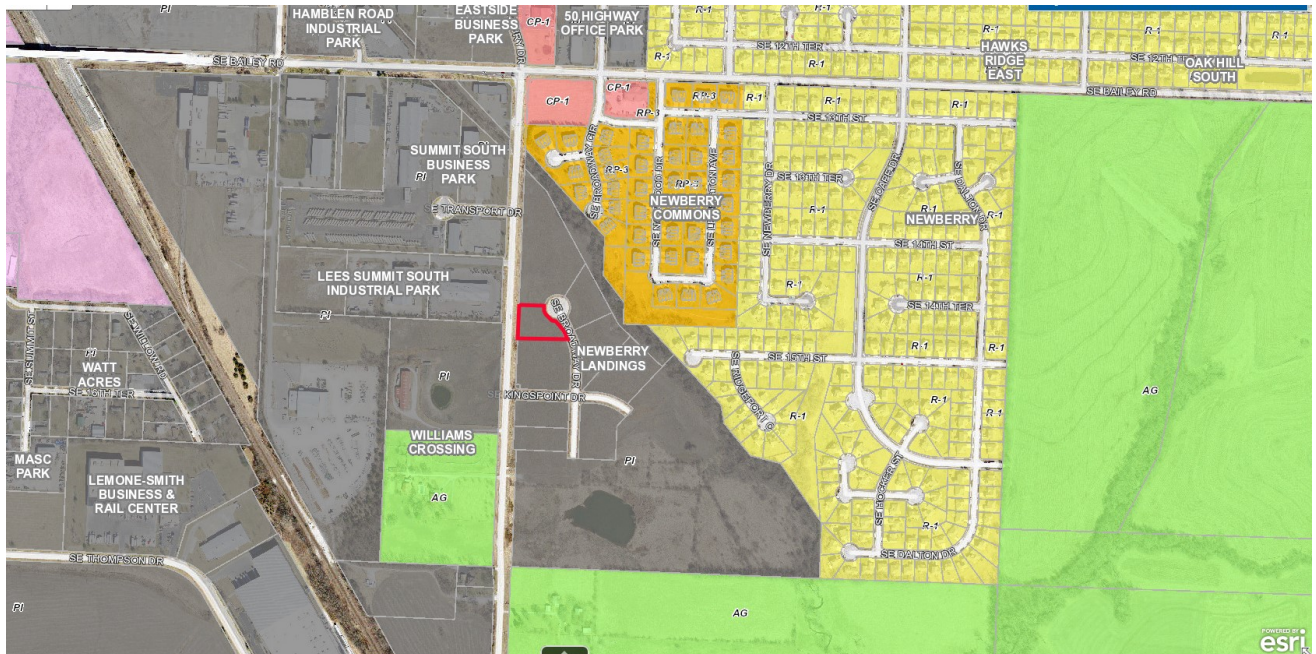
1. Manager	\$105000.00 Annually
2. Lead super intendant	\$125000.00 Annually
3. Super intendant	\$78000.00 Annually
4. Office manager	\$60000.00 Annually
5. Customer Service and Warranty	\$50000.00 Annually

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "A"—Map of Project Boundaries



1450 SE Broadway Dr.

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "B"—Map of Current Land Use and Zoning



Property zoned Planned Industrial (PI)

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "C"—Map of Proposed Land Use and Zoning

Property will remain Planned Industrial and proposed use is permitted within zoning district

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT “D”—Map of Proposed Infrastructure Improvements

No public infrastructure improvements planned or necessary

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "E"—Development Schedule

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT “F”—Design Plans (Site Plans and Elevations)

REDEVELOPMENT PROJECT APPLICATION

ATTACHMENT "G"—Photographs of project site and/or structure to be rehabilitated

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "H"— Title Work / Property ownership

REDEVELOPMENT PROJECT APPLICATION

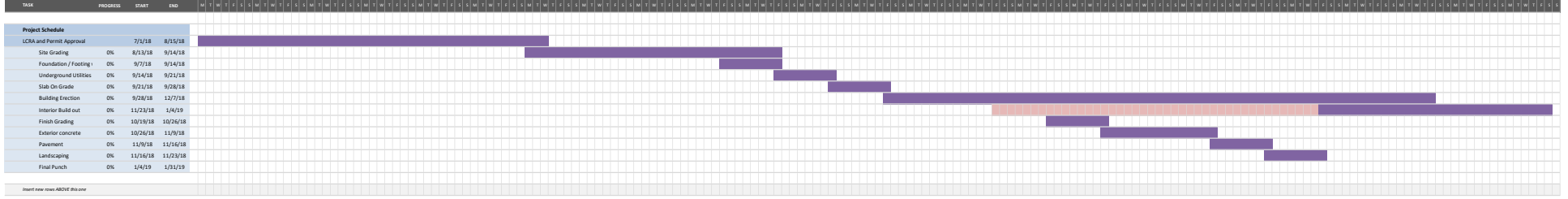
ATTACHMENT “1”—Letters of Support

(Council, Mayor, County Official, State Representatives or Senators, Local Taxing Entities and/or Neighborhood Organizations)

1450 SE Broadway, Lee's Summit, MO

Kevin Higdon Construction Project Start: Sun, 7/15/2018

Display Week: 1



Insert new rows ABOVE this one

Final Development Plan

Section 16, Township 47 North, Range 31 West
 Lee's Summit, Jackson County, Missouri

NOTES:

1. THIS PLAN SHALL CONFORM TO THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL AS ADOPTED BY ORDINANCE 5813.
 2. PERMITS AND EASEMENTS WITHIN THE BOUNDARY OF THIS PROJECT SHALL BE PROVIDED BY SEPARATE DOCUMENT.
 3. EASEMENT LOCATED OUTSIDE OF THE BOUNDARY OF THIS PROJECT SHALL BE PROVIDED FOR BY SEPARATE INSTRUMENT PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS.
 4. THE CONTRACTOR SHALL NOTIFY THE CITY OF LEE'S SUMMIT PUBLIC WORKS INSPECTION AT 816.969.1800 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
 5. THE CONTRACTOR SHALL NOTIFY THE CITY OF LEE'S SUMMIT PUBLIC WORKS INSPECTION AT 816.969.1800 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
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 8. THE CONTRACTOR SHALL NOTIFY THE CITY OF LEE'S SUMMIT PUBLIC WORKS INSPECTION AT 816.969.1800 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

COMPANIES:

1. LIST OF UTILITY COMPANIES IS PROVIDED FOR INFORMATION ONLY. WE DO NOT OFFER ANY WARRANTY THAT THIS LIST IS COMPLETE OR ACCURATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES THAT MAY BE AFFECTED BY THE PROPOSED IMPROVEMENTS.
 2. THE CONTRACTOR SHALL VERIFY THE ACTUAL LOCATION OF EACH UTILITY LINE. THE CONTRACTOR SHALL NOTIFY THE CITY OF LEE'S SUMMIT PUBLIC WORKS INSPECTION AT 816.969.1800 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
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DESCRIPTION:

1. Landings 1st Plat

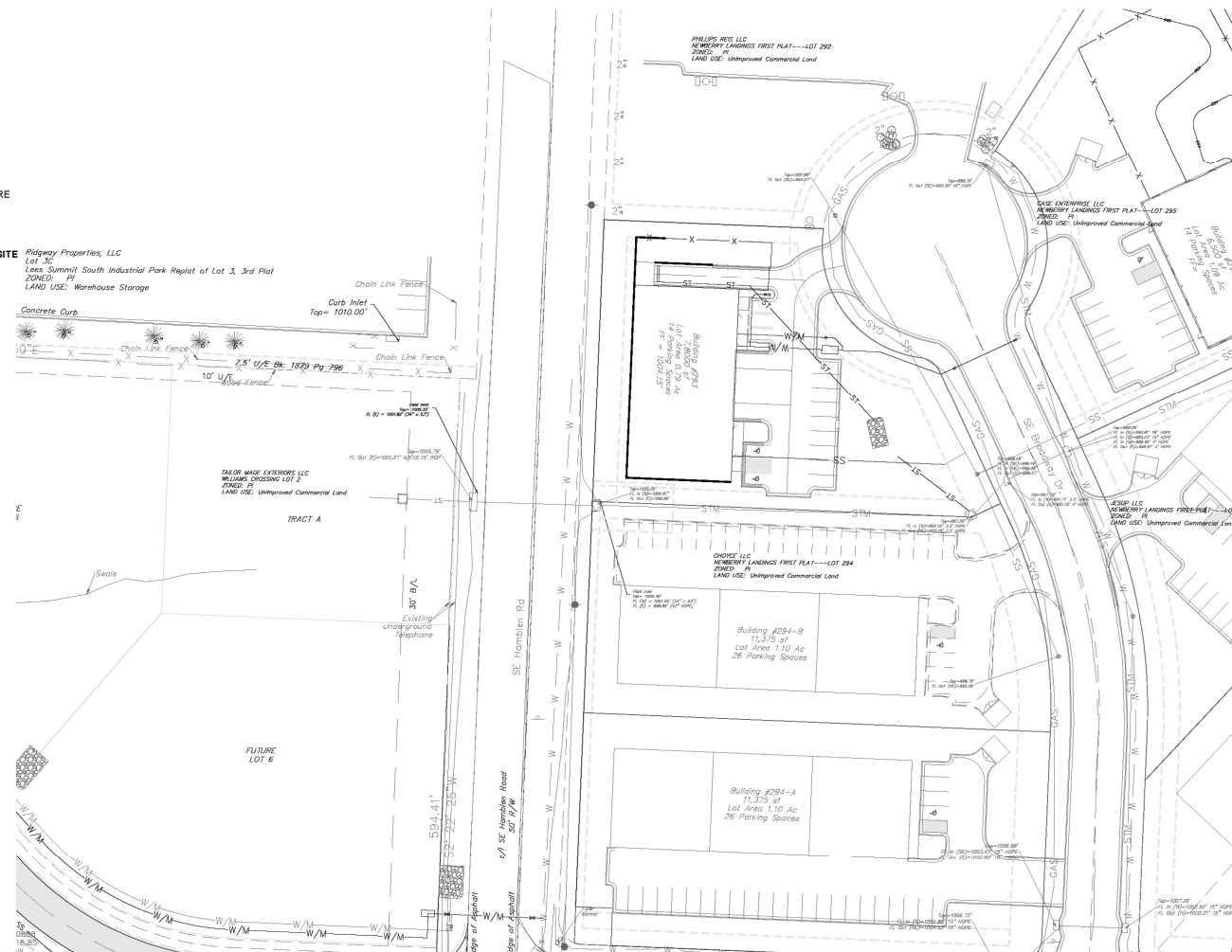
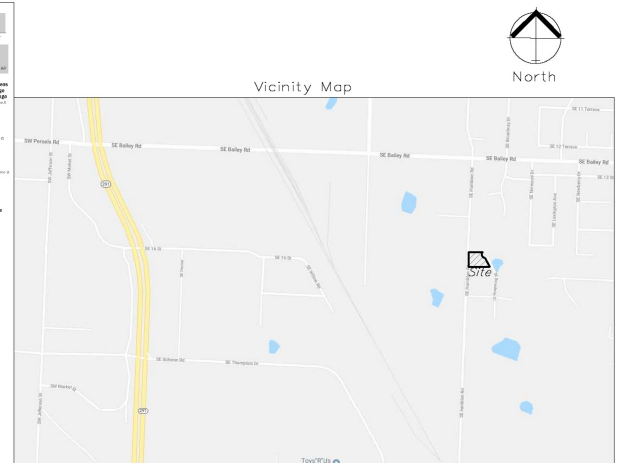
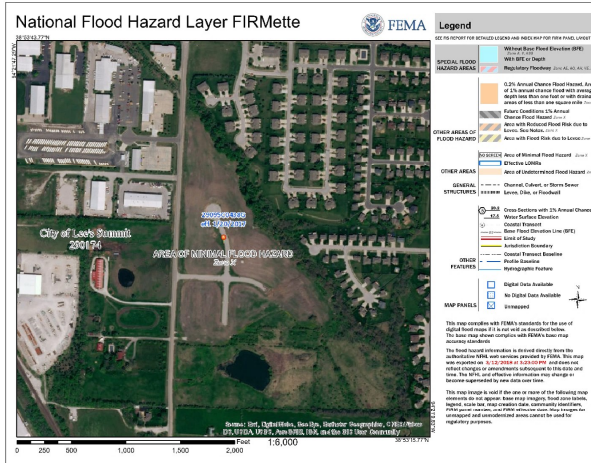
ASSUMPTIONS:

1. THE CONTRACTOR SHALL NOTIFY THE CITY OF LEE'S SUMMIT PUBLIC WORKS INSPECTION AT 816.969.1800 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
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 12. THE CONTRACTOR SHALL NOTIFY THE CITY OF LEE'S SUMMIT PUBLIC WORKS INSPECTION AT 816.969.1800 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

CONTENTS:

- 1. COVER SHEET
- 2. PHASE 1 PLAN
- 3. PHASE 2 PLAN
- 4. PHASE 3 PLAN
- 5. SITE PLAN
- 6. ELEVATION PLAN
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- 99. ELEVATION PLAN
- 100. ELEVATION PLAN



ALL PAVING ON THE PARKING LOT WILL COMPLY WITH THE UNITED DEVELOPMENT ORDINANCE, ARTICLE 12 IN TERMS OF PAVING THICKNESS AND BASE.

North
FINAL DEVELOPMENT PLAN
 SCALE: 1" = 20'

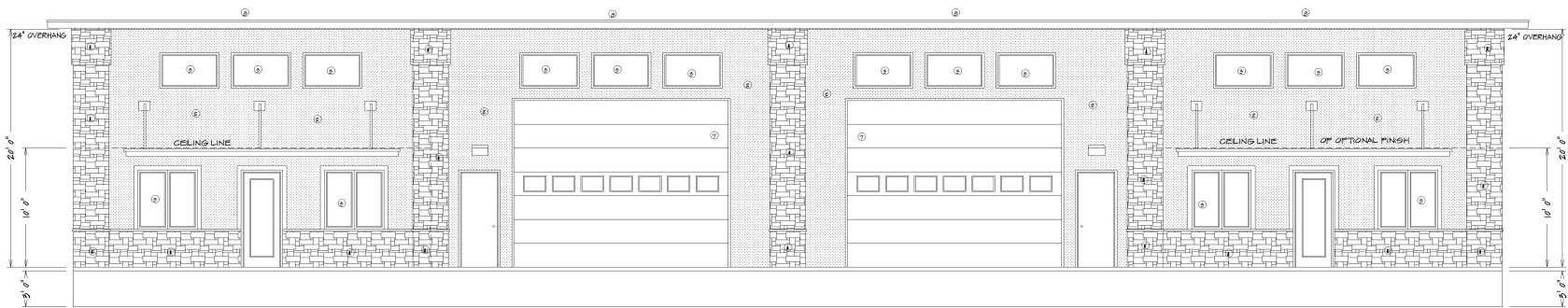
Site Data Table :

Lot Area:	34,200 sq. ft. (0.79 Ac.)
Building Area:	7,800 sq. ft. (0.18 Acres)
Parking/Sidewalk:	9,215 sq. ft. (0.21 Acres)
Impervious Area:	17,015 sq. ft. (0.39 Acres) 49.75% of Site
Floor-Area-Ratio:	22.81%
Current Zoning:	PI - Planned Industrial
Current Use:	Vacant
Proposed Use:	Commercial Office / Warehouse

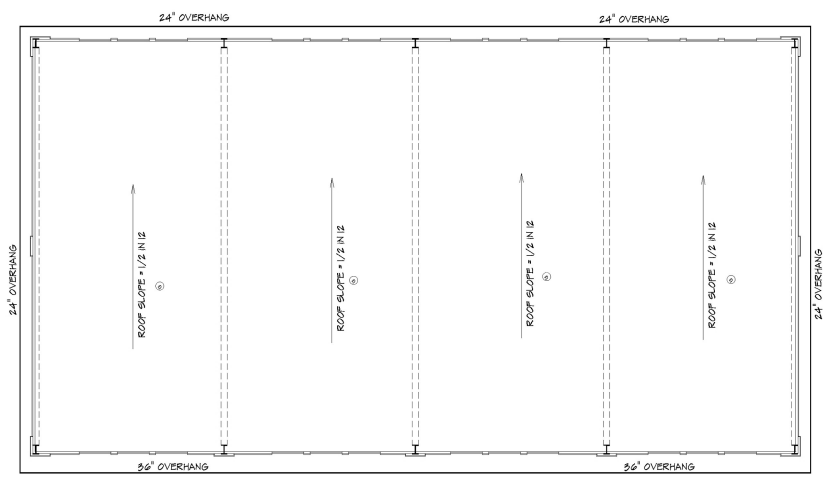
Sanitary Sewer Service
 Sanitary service will be provided from the existing sanitary sewer located on the east side of property.

Water Service
 Water service will be provided from the existing main located on the east side of the property.

Storm Sewer
 Detention will not be required within the development as the area is located within the lower portion of a larger watershed. BMPs will not be required as this project was part of previously approved Preliminary Development Plan.



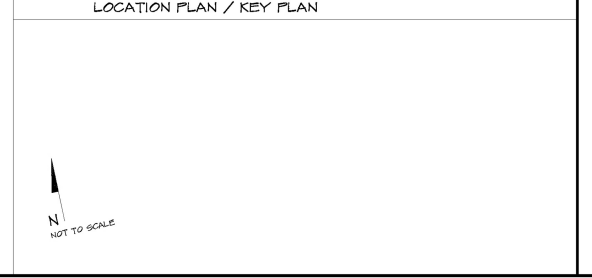
FRONT ELEVATION
3/16" = 1'-0"

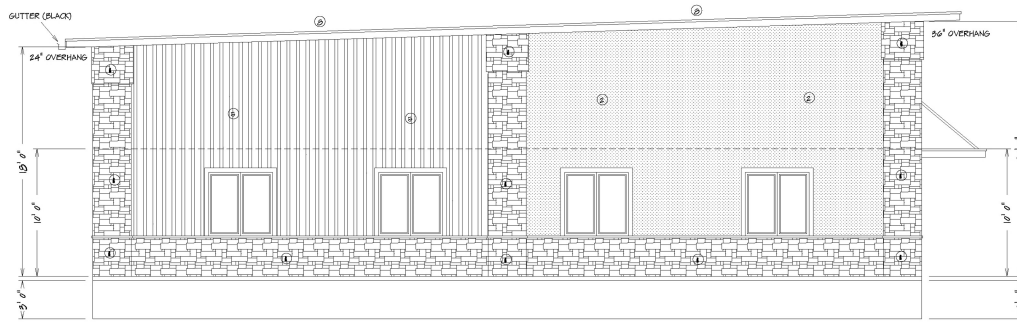


ROOF ELEVATION
3/32" = 1'-0"

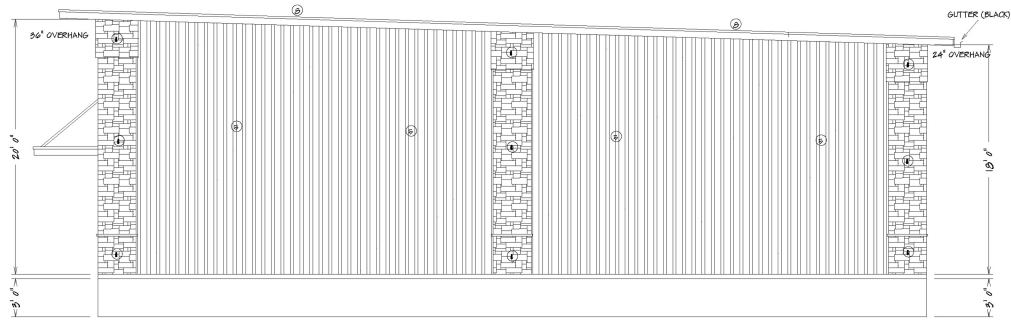
- ELEVATIONS NOTES**
- ① STONE: CANYON LEDGE STONE (SANTA FE)
 - ② TEXTURE WALL PANEL: LIGHT GRAY - HEAVY TEXTURE
 - ③ WINDOWS: BLACK METAL
 - ④ SHADOW WALL SIDING: COLOR GRAY STONE
 - ⑤ METAL SIDING: COLOR: COOL GRAY STONE
 - ⑥ GUTTERS/EAVES: D9-BLACK
 - ⑦ OVERHEAD DOOR TRIM: BLACK
 - ⑧ SOFFIT COLOR: SHELL GRAY
 - ⑨ ROOF: GALVALUM

CODE NOTES	GENERAL NOTES
<p>ALL CONSTRUCTION FOR THIS PROJECT SHALL CONFORM TO THE REQUIREMENTS OF THE FOLLOWING CODES ALL AS AMENDED BY THE CITY OF LOS ANGELES:</p> <p>SAS INTERNATIONAL BUILDING CODE SCS NATIONAL ELECTRIC CODE SCS INTERNATIONAL PLUMBING CODES SCS INTERNATIONAL MECHANICAL CODES SCS INTERNATIONAL FIRE CODES & LIFE SAFETY CODES SCS INTERNATIONAL FUEL GAS CODE UNIFIED DEVELOPMENT ORDINANCE</p> <p>SHALL BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT TENANT USE: OCCUPANCY CLASSIFICATION (PRIMARY) GROUP S-1 (SECONDARY) GROUP B</p> <p>TYPE OF CONSTRUCTION (AS BUILT) TYPE IIB AUTOMATIC OPERABLE SYSTEM: N/A TENANT AREA - OFFICE: 1000 SQFT. STORAGE: 8000 SQFT. WAREHOUSE: 8800 SQFT.</p> <p>OCCUPANT LOAD (TABLE 1024.1.1) OFFICE: 100/SQFT = 10 WAREHOUSE: 88/SQFT = 11</p> <p>PLUMBING REQUIREMENTS (TABLE 2502.2) USE GROUP B - WATER CLOSET - 1 (CONDO); FRR USE #1 SERVICE BSK - 1 (FRR USE #1) FRRING POSITION - 1 (FRR USE #1) USE GROUP S-1 WATER CLOSET - 1 (CONDO); FRR USE #1 SERVICE BSK - 1 (FRR USE #1) FRRING POSITION - 1 (FRR USE #1)</p>	<p>1. ALL DIMENSIONS HERE TO HERE WALL UNLESS OTHERWISE NOTED</p> <p>2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS IN THE FIELD AND NOTIFY THE OWNER OF ANY DISCREPANCIES BEFORE PROCEEDING</p> <p>3. PROVIDE SIX BLOOMS IN ALL WALLS AS REQUIRED FOR SUPPORT</p> <p>4. CONTRACTOR TO FIELD COORDINATE, INSTALL, ETC. ALL OVERSIGHT WALLS WITH OWNER</p> <p>5. COORDINATE ALL FINAL OUTLET, WALL AND FLOOR LOCATION W/ OWNER BEFORE CONSTRUCTION</p> <p>6. COORDINATE ALL FINISHES WITH OWNER</p> <p>7. PROVIDE FIRE EXTINGUISHERS AS REQUIRED BY FIRE MARSHAL</p> <p>8. FIELD VERIFY ALL DIMENSIONS AND SITE CONDITIONS</p> <p>9. CONTRACTOR TO COORDINATE W/ OWNER ON ALL ITEMS SUPPLIED AND APPROVE THE CONSTRUCTION WORK</p> <p>10. NEW WALL CONSTRUCTION SHALL BE 24-GAUGE STEEL, TRUCK AND BLOOMS, STEPS SHIT 24" OC W/ 1/2" SIPPLUM BOARD WALL STUDS SHALL BE PROVIDED IN ACCORDANCE WITH OTHER ASD/CSI OR ASD/S30</p> <p>11. WALL COVERING IN PROPOSED BATHROOM TO HAVE TILE OR OTHER NON-MANAGEMENT SURFACING TO A HEIGHT NOT LESS THEN 4'0" GWT</p>



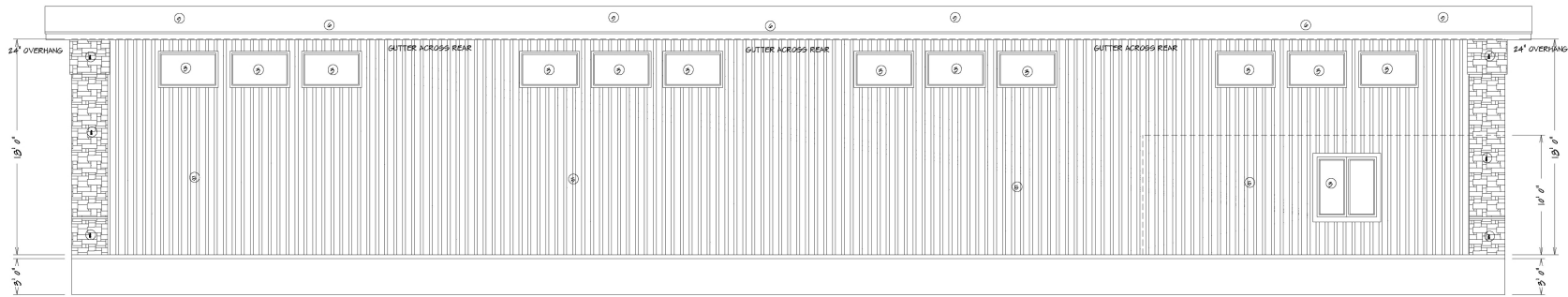
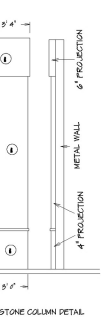


LEFT ELEVATION
3/16" = 10'



RIGHT ELEVATION
3/16" = 10'

- ELEVATIONS NOTES**
- ① STONE: CANYON LEDGE STONE (SANTA FE)
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 - ③ WINDOWS: BLACK METAL
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 - ⑥ GUTTERS/EAVES: PS-BLACK
 - ⑦ OVERHEAD DOOR TRIM: BLACK
 - ⑧ SIGHT COLOR: SHELL GRAY
 - ⑨ ROOF: GALVALUM



REAR ELEVATION
3/16" = 10'

ALL INFORMATION IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY
 © 2018 ARCHITECTURAL DESIGN

EXHIBIT B

LCRA ANNUAL COMPLIANCE REPORT

To be filed on or before the Test Date each year during the term of the Agreement.

Company Kevin Higdon Construction, LLC	MO. Tax I.D. Number
City, State, Zip Code 1450 SE Broadway, Lee's Summit, MO, 64063	Federal Employer I.D. Number (FEIN)
Number of "Jobs" during the reporting period as defined in the Abatement Agreement	Reporting Year 202__

The undersigned, duly authorized representative of the Company hereby states and certifies that new sales tax revenues have been generated through the redevelopment project and the information set forth in this report is true and correct.

Authorized Signature	Date
Contact Name	Phone Number

Please send form to:

City of Lee's Summit
Attn: Ryan Elam, Assistant City Manager
223 Green Street
Lee's Summit, MO 64081
ryan.elam@cityofLS.net