

# The City of Lee's Summit Final Agenda

### **City Council - Regular Session**

Tuesday, August 6, 2019 6:30 PM City Council Chambers City Hall 220 SE Green Street Lee's Summit, MO 64063 (816) 969-1000

**REGULAR SESSION NO. 35** 

### **Preliminaries:**

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

### 1. Approval of Agenda

### 2. Approval of Consent Agenda:

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

- A. 2019-2924 Approval of Action Letters from July 9th, 16th and 23rd, 2019.
- **B.** 2019-2943 Mayor's Appointment Arts Council: Reappoint Nick Parker, term to expire 7-22-22.
- C. BILL NO. An Ordinance granting a Special Use Permit for a telecommunication tower in 19-169
   District AG on land located at 111 SW Hook Road, all in accordance with the

provisions of Chapter 33, the Unified Development Ordinance of Lee's Summit

Code of Ordinances, for the City of Lee's Summit, Missouri.

(NOTE: First reading by Council on July 23, 2019. Passed by unanimous vote.)

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<u>Presenter:</u> Josh Johnson, AICP, Assistant Director of Plan Services

David Tracy, Applicant

### 3. Council Roundtable

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

### 4. Presentations:

A. 2019-2927 Presentation - MC Power Solar Services Agreement

<u>Presenter:</u> David Bushek, Chief Counsel of Econ. Dev. & Planning Office of the City Attorney

Mark Dunning, Asst. City Manager, Development Services & Communications

Dawn Bell, Project Manager Loren Williamson, MC Power Lindsay Case, MC Power

1) <u>BILL NO.</u> An Ordinance approving a Solar Services Agreement with Lee's Summit Solar,

<u>19-170</u> LLC, for the placement of solar facilities on city properties.

<u>Presenter:</u> David Bushek, Chief Counsel of Econ. Dev. & Planning Office of the City Attorney

Mark Dunning, Asst. City Manager, Development Services & Communications

Dawn Bell, Project Manager

### 5. Public Hearings:

Proposed ordinances considered after a public hearing will be read for the first time and forwarded to a future City Council meeting for second reading, unless deemed to be an emergency as defined in Sec. 3.13(f) of the Lee's Summit Charter. Five affirmative votes are required for approval of second reading.

A. 2019-2895 Public Hearing: Application #PL2019-220 - Rezoning from CP-2 to PI and

Preliminary Development Plan and Appl. #PL2019-222 - Special Use Permit for indoor climate-controlled storage and exterior-access non-climate controlled storage facility - Storage Mart, -3924 & 3930 SW Raintree Dr.; New TKG-KC LLC.,

applicant.

<u>Presenter:</u> Josh Johnson, AICP, Assistant Director Plan Services

1) <u>BILL NO.</u> An Ordinance approving a rezoning from District CP-2 to District PI and

19-171 Preliminary Development Plan for approximately 1.28 acres located at 3930 and

3924 SW Raintree Drive, proposed Storage Mart in accordance with the

provision of Chapter 33, The Unified Development Ordinance of Lee's Summit

Code of Ordinances, for the City of Lee's Summit, Missouri

<u>Presenter:</u> Josh Johnson, AICP, Assistant Director of Plan Services

Jennifer Thompson, Senior Planner

2) <u>BILL NO.</u> An Ordinance approving a Special Use Permit for an indoor climate controlled

storage facility that also includes limited outdoor non-climate controlled unit

access and vehicular storage in District PI on land located at 3930 and 3924 SW Raintree Drive, proposed Storage Mart, all in accordance with the provisions of Chapter 33, The Unified Development Ordinance of Lee's Summit Code of

Ordinances, for the City of Lee's Summit, Missouri.

<u>Presenter:</u> Josh Johnson, AICP, Assistant Director of Plan Services

Jennifer Thompson, Senior Planner

### 6. Public Comments:

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

### 7. Resolutions:

Presenter:

A. Resolution authorizing establishment of city bank accounts with US Bank and

<u>19-11</u> designating authorized signatures.

Bette Wordelman, Finance Director

### 8. Proposed Ordinances Forwarded from Committee:

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

A. <u>BILL NO.</u> An Ordinance authorizing the execution of the first amendment to Cooperative

19-173 Agreement for payment of funds from Jackson County, Missouri to City of Lee's

Summit Missouri for the design of a new pedestrian bridge to accommodate the

Summit, Missouri for the design of a new pedestrian bridge to accommodate the

shared use pathway over Chipman Road. (PWC 7/30/19)

<u>Presenter:</u> Dena Mezger, Director of Public Works

B. BILL NO. An Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into

an agreement for the same. (PWC 7/30/19)

<u>Presenter:</u> Dena Mezger, Director of Public Works

C. BILL NO. An Ordinance approving Change Order #3 to the contract with Emery Sapp & 19-175
 Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89. (PWC 7/30/19)

**Presenter:** Dena Mezger, Director of Public Works

D. BILL NO. An Ordinance approving Change Order #2 to the contract with Capital Electric
 19-176 Line Builders for the Woods Chapel Road & Channel Drive Signal project, an

increase of \$15,558.76 for a revised contract price of \$261,870.14. (PWC

7/30/19)

<u>Presenter:</u> Dena Mezger, Director of Public Works

E. <u>BILL NO.</u> An Ordinance authorizing the execution of an agreement by and between the

19-177 City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ No. 543-32272), and authorizing the City

Manager to enter into an agreement for the same (DNC 7/20/10)

Manager to enter into an agreement for the same. (PWC 7/30/19)

<u>Presenter:</u> Karen Quackenbush, Senior Staff Engineer

**F.** <u>BILL NO.</u> An Ordinance approving the award of bid no. 70234572-C for the Ralph Powell <u>19-178</u> Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of

Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of \$462,419.58, and authorizing the City manager to enter into an agreement for

the same. (PWC 7/30/19)

<u>Presenter:</u> Dena Mezger, Director of Public Works

### 9. Proposed Ordinances - First Reading:

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

A. <u>BILL NO.</u> An Ordinance accepting final plat entitled The Reserve at Stoney Creek, 3rd Plat, 19-179 Lots 60-110, and Tracts L thru N, as a subdivision to the City of Lee's Summit,

Missouri.

Presenter: Josh Johnson, AICP, Assistant Director of Plan Services

Jennifer Thompson, Senior Planner

B. BILL NO. An Ordinance accepting final plat entitled The Manor at Stoney Creek, 3rd Plat,

<u>19-180</u> Lots 82-108, as a subdivision to the City of Lee's Summit, Missouri.

<u>Presenter:</u> Josh Johnson, AICP, Assistant Director of Plan Services

Jennifer Thompson, Senior Planner

C. <u>BILL NO.</u> An Ordinance accepting final plat entitled Winterset Valley, 12th Plat, Lots 1435

19-181 thru 1471 & Tracts A12 thru D12, as a subdivision to the City of Lee's Summit,

Missouri.

<u>Presenter:</u> Josh Johnson, AICP, Assistant Director of Plan Services

David Gale, Applicant

**D.** <u>BILL NO.</u> An Ordinance approving the execution of the funding/approval agreement by

<u>19-182</u> and between the City of Lee's Summit, Missouri and the U.S. Department of

Housing and Urban Development for the 2019-2020 Community Development

Block Grant program year.

**Presenter:** Heping Zhan, Assistant Director of Planning and Special Projects

### 10. Proposed Ordinances - Second Reading:

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

A. <u>BILL NO.</u> An Ordinance approving Application #PL2019-187 - Unified Development

19-168 Ordinance (UDO) Amendment #7 - Changes to Article 1 - General Provisions and

Article 2 - Applications and Procedures, to improve public engagement and the

role of the Planning Commission.

(NOTE: First reading by Council on July 23, 2019.)

<u>Presenter:</u> Josh Johnson, AICP, Assistant Director of Plan Services

B. BILL NO. An Ordinance approving Application #PL2019-134 - Unified Development

19-136(a) Ordinance (UDO) Amendment #5A, Article 5 Overlay Districts - Division VIII

Envision LS Area Development Plan (ADP) Design Standards - establishment of

an appeals process for prohibited uses; City of Lee's Summit applicant.

(NOTE: First reading by Council on July 23, 2019.)

**Presenter:** Josh Johnson, AICP, Assistant Director of Plan Services

C. BILL NO. An Ordinance approving Application #PL2019-134 - Unified Development

19-136(b) Ordinance (UDO) Amendment #5, Article 5 Overlay Districts - Division VIII

Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions - Division II Definitions - amendment to

definitions; City of Lee's Summit applicant.

(NOTE: First reading by Council on July 23, 2019.)

<u>Presenter:</u> Josh Johnson, AICP, Assistant Director of Plan Services

### 11. Committee Reports

Committee chairs report on matters held in Committee.

August 8, 2019 - Planning Commission - 5:00 p.m.

August 12, 2019 - Finance and Budget Committee - 5:00 p.m.

August 12, 2019 - Beautification Commission - 6:00 p.m.

August 12, 2019 - Board of Aeronautic Commissioners - 7:00 p.m.

### 12. Council Comments:

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

### 13. Staff Roundtable

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

### 14. Adjournment

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

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "Ismo.legistar.com"



# The City of Lee's Summit

220 SE Green Street Lee's Summit, MO 64063

# **Packet Information**

File #: 2019-2924, Version: 1

Approval of Action Letters from July 9th, 16th and 23rd, 2019.



# The City of Lee's Summit Action Letter

# **City Council - Regular Session**

Tuesday, July 9, 2019 6:30 PM City Council Chambers City Hall 220 SE Green Street Lee's Summit, MO 64063 (816) 969-1000

### **REGULAR SESSION NO. 32**

### **Preliminaries:**

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

Mayor Baird called Regular Sessin No. 32 to order at 7:18 p.m.

D. Roll Call

Present: 7 - Mayor Bill Baird

Councilmember Rob Binney Councilmember Trish Carlyle Councilmember Fred DeMoro Councilmember Diane Forte Councilmember Bob Johnson Councilmember Beto Lopez

**Absent:** 2 - Councilmember Phyllis Edson

Councilmember Craig Faith

### 1. Approval of Agenda

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Carlyle, to approve the agenda as published. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

### 2. Approval of Consent Agenda:

A. 2019-2866 Approval of Action Letters from June 4th, 11th, and 18th, 2019.

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, to approve the Action Letters from June 4, 11 and 18, 2019 as part of the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

B. BILL NO.

19-134

An Ordinance approving a Special Use Permit for a major automotive repair services facility in District PI on land located at 1510 SE Kingsport Drive, proposed The Restmod Store, all in accordance with the provisions of Chapter 33, the Unified Development Ordinance of Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

(NOTE: First reading by Council on June 18, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-134 be adopted and numbered Ord. No. 8656 as part of the Consent Agenda. The motion carried by the following vote:

Ave: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

C. BILL NO.

<u>19-138</u>

An Ordinance authorizing the City's use of the Cooperative Purchasing Contracts, set forth in Exhibit A and on file with the City Clerk, for the acquisition of supplies and materials that have an estimated annual spend at or exceeding \$50,000.00, and authorizing the City Manager to execute the same by and on behalf of the City.

(NOTE: First reading by Council on June 18, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-138 be adopted and numbered Ord. No. 8657 as part of the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

**D.** BILL NO. 19-139

An Ordinance authorizing the City's use of the Cooperative Purchasing Contracts, set forth in Exhibit A and on file with the City Clerk, for the acquisition of services that have an estimated annual spend at or exceeding \$50,000.00, and authorizing the City Manager to execute the same by and on behalf of the City.

(NOTE: First reading by Council on June 18, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-139 be adopted and numbered Ord. No. 8658 as part of the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

**Absent:** 2 - Councilmember Edson Councilmember Faith

E. <u>BILL NO.</u> 19-140

An Ordinance authorizing the City's use of the Cooperative Purchasing Contracts, set forth in Exhibit A and on file with the City Clerk, for the acquisition of equipment that have an estimated annual spend at or exceeding \$50,000.00, and authorizing the City Manager to execute the same by and on behalf of the City.

(NOTE: First reading by Council on June 18, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-140 be adopted and numbered Ord. No. 8659 as part of the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

**Absent:** 2 - Councilmember Edson Councilmember Faith

**F.** BILL NO. 19-141

An Ordinance approving Amendment No. 2 to the Budget for the Fiscal Year Ending June 30, 2020, by revising the Authorized Expenditures for the City of Lee's Summit to Fund Water Utilities Expansion Requests, revising the authorized amount of Full Time Equivalents for the City of Lee's Summit Water Utilities Department, and establishing a New Pay and Classification Plan. (NOTE: First reading by Council on June 18, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-141 be adopted and numbered Ord. No. 8660 as part of the Consent Agenda. The motion carried by the following vote:

Ave: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

G. BILL NO. An Ordinance approving the first amendments to the Software and Service contracts with Questica Ltd. and authorizing the City Manager to execute the same by and on behalf of the City.

(NOTE: First reading by Council on June 18, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-142 be adopted and numbered Ord. No. 8661 as part of the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

H. 2019-2882 Approval of the change in Managing Officer for New Axiom Brewing Co., 949 NE Columbus Street.

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that this Liquor License be approved as part of the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

I. 2019-2887 Approval of the change in Managing Officer of for the Wal-Mart stores located in Lee's Summit.

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that this Liquor License be approved as part of the Consent Agenda. The motion carried by the following vote:

Ave: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

J. 2019-2889 Approval of the change in Managing Officer for Longhorn Steakhouse, 1696 NW Chipman Road.

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that this Liquor License be approved as part of the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

**K.** 2019-2898 Mayor Pro Tempore Lopez appointment of Councilmember DeMoro as the liaison to the Public Safety Advisory Board to replace Councilmember Faith.

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that this Appointment be approved as part of the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

**Absent:** 2 - Councilmember Edson Councilmember Faith

L. 2019-2909 Mayor's Appointments:

Jackson County Board of Equalization: Appoint Paula Hutcheson as the alternate for a one-year term.

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that this Appointment be approved as part of the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

### 3. Council Roundtable

There was no Council Roundtable.

### 4. Public Hearings:

**A.** 2019-2850

Public Hearing - Application #PL2019-126 - Vacation of Right-Of-Way - a segment of SW Blackstone Place located between 4028 SW Benziger Drive and 4032 SW Benziger Drive; Engineering Solutions, LLC, applicant.

Exhibit A, list of exhibits 1-9 were entered into the record.

Council discussion included:

- Access point into subdivision
- Fire Department assessment
- Square footage of the two lots
- Ingress / Egress (yellow stars on map are street stubs)
- Access / Connectivity
- Two large lots available
- Lot Sizes

There were no speakers in favor of, or opposed to, this application.

This Public Hearing - Sworn was presented.

1) BILL NO. 19-143 An Ordinance vacating a segment of SW Blackstone Place located between 4028 SW Benziger Dr and 4032 SW Benziger Dr, in the City of Lee's Summit, Missouri.

(Note: First reading by Council on July 9, 2019.)

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Carlyle, that Bill No. 19-143 be advanced to second reading. The motion carried by the following vote:

Aye: 6 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Johnson Councilmember Lopez

Nay: 1 - Councilmember Forte

Absent: 2 - Councilmember Edson

Councilmember Faith

### **B.** 2019-2716

Continued Public Hearing - Application #PL2019-075 - Rezoning from AG to CP-2 and RP-4, Conceptual Development Plan and Preliminary Development Plan-Summit Village North and Aria, approximately 62 acres generally located at the northwest corner of NE Douglas St and NW Colbern Rd; Aria LS, LLC, applicant. (Note: This Public Hearing was continued from June 18, 2019 per staff's request.)

Exhibit A, list of exhibits 1-23 were entered into the record.

#### City Council discussions included:

- Ownership of the area political subdivision annexation
- Plan for open space between proposed developments Greenspace
- Size of landscape easement around the property
- Stormwater retention
- Garages attached or detached
- Elevators
- Curbs on both sides of the road for the length of the development
- Additional requirements due to proximity of the airport
- Three stories verses four stories
- Colbern Road improvements in the near future
- Density
- Exterior material grey brick
- School age children
- Phasing of apartments and commercial
- Traffic study / Traffic Signal needs
- Rent per square foot
- Other Zoning options
- North Recycling Center and additional traffic

There were no speakers in favor of this application.

Ms. Erica Esteina spoke in opposition to the application. She shared that she believes there is more than enough multifamily in the area and this land is one of the only pristine greenspaces left in Lee's Summit. She would like to have it turned into a conservation area. She disagrees with the direction development is taking the city.

### This Public Hearing - Sworn was presented.

## 1) BILL NO. 19-144

An Ordinance approving a rezoning from District AG to District RP-4 and CP-2, Preliminary Development Plan and Conceptual Plan generally located at the northwest corner of NE Douglas St and NW Colbern Rd, proposed Aria and Summit Village North development in accordance with the provisions of Chapter 33, the Unified Development Ordinance of Lee's Summit Code of Ordinances, for the for the City of Lee's Summit, Missouri.

# City Council - Regular Session Action Letter July 9, 2019

(Note: This ordinance was first read on July 9, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember DeMoro, that Bill No. 19-144 be advanced to second reading. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

**Absent:** 2 - Councilmember Edson Councilmember Faith

C. 2019-2877 Public Hearing - Redevelopment Plan for the Princeton Redevelopment Area pursuant to the Land Clearance for Redevelopment Authority Act.

Exhibit A, list of exhibits 1-10 were entered into the record.

City Council discussions included:

-No discussion

There were no speakers in favor of, or opposed to, this application.

This Public Hearing - Sworn was presented.

BILL NO. An Ordinance approving the Redevelopment Plan for the Princeton
 19-145 Redevelopment Area Pursuant to the Land Clearance for Redevelopment Authority Act.

(Note: This ordinance was first read on July 9, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 19-145 be advanced to second reading. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

**Absent:** 2 - Councilmember Edson Councilmember Faith

D. 2019-2881 Public Hearing - Application #PL2019-194 - Unified Development Ordinance (UDO) Amendment #8 - Medical Marijuana affecting the following ordinance sections - Article 6 Use Standards - Division I General Provisions and Division II Uses Permitted with Conditions, Article 8 Site Standards - Division I Design Standards - Subdivision 6 Crime Prevention Through Environmental Design,

# City Council - Regular Session Action Letter July 9, 2019

Article 15 Rules of Interpretation and Definitions- Division II Definitions; City of Lee's Summit, applicant.

Exhibit A, List of exhibits 1-9 were entered into the record.

City Council discussions included:

- Number of dispensaries allowed per district
- How many applications have been received for the fifth congressional district.
- How many applications have been received for the sixth congressional district.
- State definition of daycares include non licensed No
- Buffer
- Constitution / Prohibitions
- Conflict Analysis
- Interstate Commerce
- State regulations / Legislature
- Business Hours
- Straight Line / Walking Path

Ms. Monica Meeks spoke on behalf of the Health Education Advisory Board (HEAB)/ She stated they are in favor of this application and agreed with the buffers, and limiting the hours of operation.

Mr. Michael Deeker, Pharmacist and Lee's Summit resident, spoke in favor of this application. He agreed with the buffers from schools, daycares and churches. He also agreed with limiting the hours of operation stating that pharmacies that hold life-saving medicines have limited hours of operation also.

Mr. Rob Sullivan, Attorney and resident of Lee's Summit spoke in opposition of this application. He stated that in Lee's Summit 28,000 voted in favor of legalized marijuana and he feels the Council should listen to the voters. He listed hours of operation of dispensaries in surrounding cities and hopes this does not cause Lee's Summit to miss the market because of the limited hours.

Mr. Chris McHugh spoke in opposition to this application. He stated dispensaries are medical and only those with medical cards could enter the facility so they are much more regulated than a pharmacy. He also noted there are no restrictions of hours of operation for pharmacies and our regulations on the dispensaries should be more lenient to allow the businesses to be successful in Lee's Summit.

Ms. MaryAnn Westhues spoke in opposition of this application. She stated she is a patient advocate and has seen the damage that opioid addiction has caused many patients. She has also witnessed how canabis can help the terminally ill and children with seizure disorders. She noted there is a lot of

medical research showing the positive uses of medical marijuana as opposed to the negative impact of opiod addiction.

Ms. Bianca Sullivan spoke in opposition of this application. She noted there are not nearly enough regulations on places that alcohol and nicotine are sold including hours of operation. She feels that alcohol and nicotine are a greater threat to our youth and more available. She stated again that only persons holding a medical card can enter the dispensaries.

Mr. Richard Long spoke in opposition of this application. He stated his younger brother was diagnoses with a life-ending disease and canabis is the only thing that has helped his quality of life. He noted that many people can't always get to the pharmacy during their regular business hours and though not being able to get the prescribed medical marijuan that day may not kill a person, it will effect their quality of life.

This Public Hearing - Sworn was presented.

1) BILL NO. 19-146 An Ordinance approving Appl. #PL2019-194 - Unified Development Ordinance (UDO) Amendment #8 - Medical Marijuana affecting the following ordinance sections - Article 6 Use Standards - Division I General Provisions and Division II Uses Permitted with Conditions, Article 8 Site Standards - Division I Design Standards- Subdivision 6 Crime Prevention Through Environmental Design, Article 15 Rules of Interpretation and Definitions- Division II Definitions; City of Lee's Summit, applicant.

(Note: First reading by Council on July 9, 2019.)

ACTION: A motion was made by Councilmember Johnson, seconded by Councilmember Lopez, that Bill No. 19-146 be advanced to second reading.

A motion was made by Councilmember DeMoro, seconded by Councilmember Lopez to extend the business hours for dispensaries from 9 a.m. to 9 p.m. Monday through Friday. The motion carried by the following vote:

Aye: 6 - Mayor Baird
Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Johnson
Councilmember Lopez

Nay: 1 - Councilmember Forte

Absent: 2 - Councilmember Edson Councilmember Faith

A motion was made by Councilmember Johnson, seconded by Councilmember Lopez, that Bill No. 19-146 be advanced to second reading as amended. The motion carried by the following vote:

Aye: 6 - Mayor Baird

Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

Nay: 1 - Councilmember Binney

Absent: 2 - Councilmember Edson

Councilmember Faith

#### 5. Public Comments:

Mr. George D. Owen II addressed the Council regarding the Woodland Glen development (Amended Bill No. 19-133). He stated the developer had a lack of explanation on the elevations and he did not feel this development met the integrity and quality of the surrounding established neighborhoods in Woodland Glen. He also requested a barrier be placed so all construction equipment would enter on 14th Street only.

Mr. Galen Boyer also spoke to the Council regarding Woodland Glen (Amended Bill No. 19-133) and asked for clarification regarding the elevations and if the estate homes would become members of the existing HOA. He also would like to know if the exterior of the new homes would be the current regulations of the existing homes in the area.

Mr. Gary Sears also spoke about Woodland Glen (Amended Bill No. 19-133) and stated he felt it would not maintain the integrity and quality of the neighborhood. He does not feel the developer would do anything to maintain or enhance the existing Woodland Glen properties.

### 6. Proposed Ordinances Forwarded from Committee:

**A.** BILL NO. 19-147

An Ordinance awarding Bid No. 28631683B-C, for the Water Main Replacement FY19 - Pryor Road, to Pyramid Excavation & Construction, Inc., in the amount of \$279,271.50 and authorizing the City Manager to execute an agreement for the same. (PWC 6/25/19)

ACTION: A motion was made by Councilmember Lopez, seconded by Councilmember Forte, that Bill No. 19-147 be second read. The motion carried by the following vote:

Aye: 6 - Mayor Baird

Councilmember Binney Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

**Absent:** 3 - Councilmember Carlyle

Councilmember Edson Councilmember Faith

ACTION: A motion was made by Councilmember Lopez, seconded by Councilmember Binney, that Bill No. 19-147 be adopted and numbered Ord. No. 8662. The motion carried by the

# City Council - Regular Session Action Letter July 9, 2019

#### following vote:

Ave: 6 - Mayor Baird

Councilmember Binney Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

Absent: 3 - Councilmember Carlyle

Councilmember Edson Councilmember Faith

B. BILL NO.

<u>19-148</u>

An Ordinance approving the award of bid no. 50432472-C1 for the Lake Ridge Meadows Traffic Calming project to Mega Industries Corporation, and authorizing the City manager to enter into an agreement for the same, in the amount of \$78,560.00. (PWC 6/25/19)

ACTION: A motion was made by Councilmember Lopez, seconded by Councilmember Forte, that Bill No. 19-148 be second read. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-148 be adopted and numbered Ord. No. 8663. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

**C.** BILL NO. 19-149

An Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and CenturyLink Communications in the amount of \$224,063.48 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same. (PWC 6/25/19)

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Forte, that Bill No. 19-149 be second read. The motion carried by the following vote:

Ave: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Forte, that Bill No. 19-149 be adopted and numbered Ord. No. 8664. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

D. BILL NO. An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Olsson and Associates, in an amount not to exceed \$208,456.00 for Professional Engineering Services for Stormwater-SW Lea Drive (RFQ NO. 543-32272A). (PWC 6/25/19)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Forte, that Bill No. 19-150 be second read. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Forte, that Bill No. 19-150 be adopted and numbered Ord. No. 8665. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

**Absent:** 2 - Councilmember Edson Councilmember Faith E. <u>BILL NO.</u> 19-151 An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Intuition & Logic Inc., in an amount not to exceed \$79,777.20 for professional engineering services for stormwater - SE Hackamore Drive & SE Secretariat Drive (RFQ NO. 543-32272B). (PWC 6/25/19)

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 19-151 be second read. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

**Absent:** 2 - Councilmember Edson

Councilmember Faith

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 19-151 be adopted and numbered Ord. No. 8666. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

**Absent:** 2 - Councilmember Edson Councilmember Faith

F. <u>BILL NO.</u> 19-152 An Ordinance authorizing execution of an agreement by and between the City of Lee's Summit, Missouri, and Lamp Rynearson, Inc. in an amount not to exceed \$159,800.00 for Professional Engineering Services for Stormwater - 4 Projects (RFQ No. 543-32272C). (PWC 6/25/19)

ACTION: A motion was made by Councilmember Johnson, seconded by Councilmember Binney, that Bill No. 19-152 be second read. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

ACTION: A motion was made by Councilmember Johnson, seconded by Councilmember Forte, that Bill No. 19-152 be adopted and numbered Ord. No. 8667. The motion carried by the following vote:

Ave: 7 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

**G.** BILL NO.

<u>19-153</u>

An Ordinance authorizing the execution of an agreement and consent to joint use of track by and between the City of Lee's Summit, Missouri, IPL USA, Inc. and the Union Pacific Railroad Company. (PWC 6/25/19)

ACTION: A motion was made by Councilmember Lopez, seconded by Councilmember Binney, that Bill No. 19-153 be second read. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

ACTION: A motion was made by Councilmember Lopez, seconded by Councilmember Forte, that Bill No. 19-153 be adopted and numbered Ord. No. 8668. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

H. BILL NO.

<u>19-154</u>

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 1 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting additional federal funds in the amount of \$64,222 to relocate and extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport. (PWC 6/25/19)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-154 be second read. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Binney, that Bill No. 19-154 be adopted and numbered Ord. No. 8669. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

I. <u>BILL NO.</u> 19-155 An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission First Supplemental Agreement to Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional funds in the amount of \$3,568 which is equal to fifty percent (50%) of the additional match for the sponsor's State Block Grant for project 16-109A-1 Relocate and Extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport. (PWC 6/25/19)

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Forte, that Bill No. 19-155 be second read. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Forte, that Bill No. 19-155 be adopted numbered Ord. No. 8670. The motion carried by the following vote:

Ave: 7 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

J. <u>BILL NO.</u> 19-156 An Ordinance authorizing the execution of Amendment No. 2 to permit the extension of the project time period from June 30, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting State funds in the amount of \$9,372,772 to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements. (PWC 6/25/19)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Lopez, that Bill No. 19-156 be second read. The motion carried by the following vote:

Ave: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Forte, that Bill No. 19-156 be adopted and numbered Ord. No. 8671. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

**Absent:** 2 - Councilmember Edson Councilmember Faith

**K.** BILL NO. 19-157

An Ordinance authorizing a Second Supplemental Agreement to Airport Aid Agreement to permit the extension of the project time period from December 31, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting funds in the amount of \$520,710 to assist with Rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements. (PWC 6/25/19)

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Binney, that Bill No. 19-157 be second read. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson

Absent: 2 - Councilmember Edson

Councilmember Faith

Councilmember Lopez

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Binney, that Bill No. 19-157 be adopted and numbered Ord. No. 8672. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

### 7. Proposed Ordinances - First Reading:

A. BILL NO. An Ordinance vacating a certain utility easement located at 4032 SW Benziger
 19-158 Drive in the City of Lee's Summit, Missouri.

(Note: This ordinance was first read on July 9, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Johnson, seconded by Councilmember Forte, that Bill No. 19-158 be advanced to second reading. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

BILL NO. An Ordinance approving the First Amendment to the Development Agreement between Whispering Woods Land, LLC, and the City of Lee's Summit, Missouri for the Whispering Woods Development.

(Note: This ordinance was first read on July 9, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Lopez, seconded by Councilmember Binney, that Bill No. 19-159 be advanced to second reading. The motion carried by the following vote:

Ave: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

C. <u>BILL NO.</u> An Ordinance accepting final plat entitled Pergola Park, 4th Plat, Lots 81 thru

117 and Tracts N thru P, 8-4, 9-4 and 10-4, as a subdivision to the City of Lee's

Summit, Missouri.

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-160 be advanced to second reading. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

D. <u>BILL NO.</u> An Ordinance accepting final plat entitled Goppert Acres, Lots 1A-1F & Tract A,

as a subdivision to the City of Lee's Summit, Missouri.

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Lopez, that Bill No. 19-161 be advanced to second reading. The motion carried by the following vote:

Aye: 6 - Mayor Baird

19-161

Councilmember Carlyle Councilmember DeMoro Councilmember Forte Councilmember Johnson Councilmember Lopez

Nay: 1 - Councilmember Binney

**Absent:** 2 - Councilmember Edson Councilmember Faith

E. BILL NO. An Ordinance accepting final plat entitled "Raintree Pointe, Lots 1 thru 7 and
 19-162 Tracts A thru D", as a subdivision to the City of Lee's Summit, Missouri.

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Lopez, that Bill No. 19-162 be advanced to second reading. The motion carried by the following vote:

Aye: 5 - Mayor Baird

Councilmember Binney
Councilmember DeMoro
Councilmember Johnson
Councilmember Lopez

Nay: 2 - Councilmember Carlyle

Councilmember Forte

Absent: 2 - Councilmember Edson

Councilmember Faith

### 8. Proposed Ordinances - Second Reading:

ACTION: A motion was made by Councilmember DeMoro, second by Councilmember Lopez to continue the Council meeting past the 11:00 p.m. rule in order to consider continuation of Amended Bill No. 19-133.

Mayor Baird stated he would like staff to look at what protections the city has for this project with the developer and builder. He would also like staff to look for answers to the questions presented by the citizens during Public Comments.

The motion carried the following vote:

Aye: 5 - Mayor Baird

Councilmember DeMoro

Councilmember Lopez

Councilmember Binney

Councilmember Johnson

Nay: 2 - Councilmember Forte

Councilmember Carlyle

Absent: 2 - Councilmember Edson Councilmember Faith

A. AMENDED
BILL NO.
19-133

An Ordinance approving a rezoning from Districts PI and PMIX to District PMIX and preliminary development plan for approximately 24 acres located at the northeast corner of SW Ward Rd and SW Scherer Rd, proposed Woodland Glen in accordance with the provisions of Chapter 33, the Unified Development Ordinance of Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

(NOTE: First reading by Council on June 18, 2019.)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Forte, to continue the second reading of Amended Bill No. 19-133 to a date certain of July 23, 2019. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Binney

Councilmember Carlyle

Councilmember DeMoro

Councilmember Forte

Councilmember Johnson Councilmember Lopez

Absent: 2 - Councilmember Edson

Councilmember Faith

### 9. Committee Reports

Due to the extenstion of the 11:00 p.m. rule for the purpose of continuing Amended Bill No. 19-133 no Committee Reports were made.

### 10. Council Comments:

Due to the extenstion of the 11:00 p.m. rule for the purpose of continuing Amended Bill No. 19-133 no Council Comments were made.

### 11. Staff Roundtable

Mr. Steve Arbo, City Manager, stated due to time constraints, he would like to enter into the record the submission of the 2019 Analysis of Impediments to Fair Housing Choice report to the Council. Mayor Baird acknowledged the receipt of this report.

A. 2019-2880 Submission of 2019 Analysis of Impediments to Fair Housing Choice Report.

This Report was received and filed.

### 12. Adjournment

With no further business to be considered after 11:00 p.m., Mayor Baird adjourned Regular Session No. 32 at 11:12 p.m.

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

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "Ismo.legistar.com"



# The City of Lee's Summit Action Letter

## **City Council - Regular Session**

Tuesday, July 16, 2019 6:30 PM City Council Chambers City Hall 220 SE Green Street Lee's Summit, MO 64063 (816) 969-1000

# **REGULAR SESSION NO. 33**

### **Preliminaries:**

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

Mayor Baird called Regular Session No. 33 to order at 7:07 p.m.

D. Roll Call

Present: 8 - Mayor Bill Baird

Councilmember Rob Binney Councilmember Trish Carlyle Councilmember Fred DeMoro Councilmember Phyllis Edson Councilmember Diane Forte Councilmember Bob Johnson Councilmember Beto Lopez

Absent: 1 - Councilmember Craig Faith

### 1. Approval of Agenda

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Forte, to approve the agenda as published. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Edson Councilmember Forte Councilmember Johnson Councilmember Lopez

Absent: 1 - Councilmember Faith

### 2. Approval of Consent Agenda:

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Edson, to adopt the Consent Agenda. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 1 - Councilmember Faith

**A.** <u>BILL NO.</u> 19-144

An Ordinance approving a rezoning from District AG to District RP-4 and CP-2, Preliminary Development Plan and Conceptual Plan generally located at the northwest corner of NE Douglas St and NW Colbern Rd, proposed Aria and Summit Village North development in accordance with the provisions of Chapter 33, the Unified Development Ordinance of Lee's Summit Code of Ordinances, for the for the City of Lee's Summit, Missouri.

(Note: This ordinance was first read on July 9, 2019. Passed by unanimous vote.)

A motion was made by Councilmember Forte, seconded by Councilmember Edson, that Bill No. 19-144 be adopted and numbered Ordinance No. 8674 as part of the Consent Agenda. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 1 - Councilmember Faith

**B.** BILL NO. 19-145

An Ordinance approving the Redevelopment Plan for the Princeton Redevelopment Area Pursuant to the Land Clearance for Redevelopment Authority Act.

(Note: This ordinance was first read on July 9, 2019. Passed by unanimous vote.)

A motion was made by Councilmember Forte, seconded by Councilmember Edson, that Bill No. 19-145 be adopted and numbered Ordinance No. 8675 as part of the Consent Agenda. The motion carried by the following vote:

Ave: 8 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 1 - Councilmember Faith

**C.** BILL NO. 19-158

An Ordinance vacating a certain utility easement located at 4032 SW Benziger Drive in the City of Lee's Summit, Missouri.

(Note: This ordinance was first read on July 9, 2019. Passed by unanimous vote.)

A motion was made by Councilmember Forte, seconded by Councilmember Edson, that Bill No. 19-158 be adopted and numbered Ordinance No. 8676 as part of the Consent Agenda. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 1 - Councilmember Faith

**D.** BILL NO.

<u>19-159</u>

An Ordinance approving the First Amendment to the Development Agreement between Whispering Woods Land, LLC, and the City of Lee's Summit, Missouri for the Whispering Woods Development.

(Note: This ordinance was first read on July 9, 2019. Passed by unanimous vote.)

A motion was made by Councilmember Forte, seconded by Councilmember Edson, that Bill No. 19-159 be adopted and numbered Ordinance No. 8677 as part of the Consent Agenda. The motion carried by the following vote:

Ave: 8 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 1 - Councilmember Faith

### 3. Council Roundtable

Councilmember Forte stated she loves the City of Lee's Summit. She likes that she can bring friends and family from St. Louis to downtown Lee's Summit and see so many people walking around.

Mayor Pro Tem Lopez commended the Lee's Summit EDC (Economic Development Council) for their annual luncheon last week. He stated it was very well attended and they had a great speaker with a very motivating topic. He believes there is a lot of positive momentum happening with all these groups right now.

Councilmember Johnson announced there are 46 girls softball teams from across the country playing for a national title at the Legacy Park softball venue today through Friday.

Mayor Baird mentioned the MML (Missouri Municipal League) Civic Leader Award was announced today. This years award went to Chip Moxley. He noted Mr. Moxley is a member of the EDC (Economic Development Council), the Lee's Summit Chamber of Commerce, the Velocity group and many non-profit boards. He went on to say Mr. Moxley embodies the spirit of community; he participates and gives back as a civic leader over and over again. He said Mr. Moxley is an amazing person.

#### 4. Proclamations:

A. 2019-2910 July 2019 Parks and Recreation Month

This Proclamation was presented.

### 5. Public Hearings:

**A.** 2019-2746

Continued Public Hearing: Application #PL2019-058 - Unified Development Ordinance (UDO) Amendment #4 - Article 6 Use Standards - Division III Special Use Permits - Subdivision 2 Specified Special Uses - amendment to the regulations for telecommunication towers/antennas; City of Lee's Summit, applicant.

(NOTE: This item was continued from June 4 and June 18, 2019 per staff's request.)

Exhibit A, list of exhibits 1-10 were entered into the record.

City Council discussions included:

- -Height limitations
- -Insurance requirements

There were no speakers in favor of, or opposed to, this application.

1) BILL NO. 19-135 An Ordinance approving Application #PL2019-058 - Unified Development Ordinance (UDO) Amendment #4, Article 6 Use Standards - Division III Special Use Permits - Subdivision 2 Specified Special Uses - amendment to the regulations for telecommunication towers/antennas; City of Lee's Summit, applicant.

(Note: First reading by Council on July 16, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Johnson, seconded by Councilmember DeMoro, that Bill No. 19-135 be advanced to second reading. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 1 - Councilmember Faith

**B.** 2019-2744

Continued Public Hearing: Application #PL2019-134 - Unified Development Ordinance Amendment #5 - Article 5 Overlay Districts - Division VIII EnVision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions - Division II Definitions - establishment of an appeals process for prohibited uses and amendment to definitions; City of Lee's Summit, applicant.

(NOTE: This item was continued from June 4 and June 18, 2019 per staff's request.)

Exhibit A, list of exhibits 1-10 were entered into the record.

City Council discussions included:

- -Clarification of the proposed process
- -Standards for conceptual presentations
- -Definition of Development Community
- -Does this amendment change the list of prohibited uses

Answer - No

-Does this amendment change the quality or design standards

Answer - No

- -Philosophy of modification requests
- -Would repairs and alterations to existing buildings have to have a PDP and come before Council

Answer - As the code stands now, yes, but if the amendment is passed then minor repairs and alterations would only require a building permit and could be handled administratively.

-If the amendment is passed, what types of modifications to existing buildings would require a PDP be brought before Council

Answer - An expansion, a tear down and rebuild or a change of use to a prohibited use.

Mr. Chad Anderson spoke in favor of this application. He addressed the Council regarding repairs and alterations to an existing building in the area. He would like to turn his existing two metal buildings into one building with one roof, replace the exterior with a metal stucco product and remove an internal gutter.

There were no speakers in opposition to this application.

1) BILL NO. 19-136 An Ordinance approving Application #PL2019-134 - Unified Development Ordinance (UDO) Amendment #5, Article 5 Overlay Districts - Division VIII Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions - Division II Definitions - establishment of an appeals process for prohibited uses and amendment to definitions; City of Lee's Summit, applicant.

DISCUSSION: Mayor Baird asked staff to define the minimal standards for a conceptual development plan for the appeals process when this proposed ordinance is split and brought back to council on July 23, 2019.

Mr. Steve Arbo, City Manager, confirmed the request is to establish some minimal standards so it is not up to the applicant to define what a conceptual presentation is; but not necessarily include it in the ordinance. Staff will provide applicants with good models of other outstanding conceptual presentations and let them know that is what is expected. If the applicant refuses, staff will, with Council's permission, advise applicants that Council will be informed they chose not to provide a quality presentation.

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Lopez, that Bill No. 19-136 be continued to a date certain of July 23, 2019 with direction to staff to split the ordinance by the two subjects of the appeals provisions and the repairs and alterations provision. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Carlyle Councilmember DeMoro Councilmember Edson Councilmember Forte Councilmember Johnson Councilmember Lopez

Away FT: 1 - Councilmember Binney

Absent: 1 - Councilmember Faith

**C.** 2019-2693

Continued Public Hearing: Application #PL2019-151 - Unified Development Ordinance (UDO) Amendment #6 - Article 8 Site Standards - Division I Design Standards - Subdivision 4 Other Required Design Standards - amendment to trash enclosure and ground-mounted mechanical screening material requirements; City of Lee's Summit, applicant.

(NOTE: This item was continued from June 4 and June 18, 2019 per staff's request.)

Exhibit A, list of exhibits 1-10 were entered into the record.

City Council discussions included:

- -Clarification of the proposed materials
- -How many developers have requested these proposed design standards

- -Did staff look at other cities when preparing this amendment
- -Would maintenance need to be added to this amendment
- -Was the picture of the masonry accurate
- -This amendment calls for adding a 4 inch ballard to the rear of the enclosures, do the current standards include that requirement

Mr. Chad Anderson spoke in favor of this application. He shared pictures of what is allowed now and what the proposed materials would look like.

There were no speakers in opposition of this application.

# 1) <u>BILL NO.</u> <u>19-137</u>

An Ordinance approving Application #PL2019-151 - Unified Development Ordinance (UDO) Amendment #6 - Article 8 Site Standards - Division I Design Standards - Subdivision 4 Other Required Design Standards - amendment to trash enclosure and ground-mounted mechanical screening material requirements; City of Lee's Summit, applicant.

(Note: First reading by Council on July 16, 2019.)

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 19-137 be advanced to second reading. The motion carried by the following vote:

#### Aye: 7 - Mayor Baird

Councilmember Carlyle Councilmember DeMoro Councilmember Edson Councilmember Forte Councilmember Johnson Councilmember Lopez

Nay: 1 - Councilmember Binney

Absent: 1 - Councilmember Faith

### 6. Public Comments:

Ms. Jean Burbank addressed the Council regarding the creek behind her house. She stated it has been eroding and has almost consumed her fence and a culvert has been added north of the Summit Ridge subdivision that drains into it's detention pond. She asked that Lee's Summit mitigate the problem. She had spoken to Public Works and was unsatisfied with their response stating the creek is on private property and the new development up-stream has detention ponds which negate stormwater downstream. She disagreed and pointed out her neighbor's private property does not include a drainage easement. She stated she believes the creek erosion was caused by the City of Lee's Summit by not truely considering the down-stream effects of the subdivision and private owners should not have to pay to fix it.

Ms. Monica Meeks asked Council if medical marijuana would be allowed in the Envision LS Area Development Plan because it isn't listed as a prohibited use but payday loan businesses are prohibited in the plan. She thanked the Mayor, City Council, Planning Commission and city staff for giving careful deliberation

to marijuana zoning. She went on to say the state really didn't allow municipalities much latitude for making decisions. She encouraged them to continue to make good public health and safety decisions that include the thousand foot buffer and dispensary hours passed at last week's City Council meeting. She thanked staff for the time they have put in to make reasonable regulations that ensure children and families are put first and foremost in the community when considering issues that effect public safety and public health.

Mr. Michael Deeker, a Board Certified Pharmacotherapist, that has been a Pharmacist for almost 30 years spoke regarding medical marijuana. He stated that medicine is very complicated and mental health is even more complicated. He feels everyone wants citizens in Lee's Summit to have access to healthcare. He is pro CBD and pro cannabis, in very controlled situations, but very anti-smoking anything. He doesn't believe the citizens understand how dangerous this substance is to the youth. He quoted an article as stating "repeated marijuana use during adolescence may lead to long lasting changes in brain function that adversely effect educational, professional and social outcomes". He added there are three other articles in medical journals that state how bad marijuana is for youth and he hopes the Council takes that information into consideration.

#### 7. Presentations:

A. 2019-2914 National Flood Insurance Program and the Community Rating System

ACTION: There was a consensus of the Mayor and City Council to direct the Public Works Department to move forward with the application to join the CRS (Community Rating System).

### 8. Proposed Ordinances Forwarded from Committee:

**A.** BILL NO. 19-163

An Ordinance approving an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Parks and Recreation Board, and the Lee's Summit R-7 School District outlining the Mutual Sheltering and Reunification Agreement for the Great Beginnings Early Childhood Center and Legacy Park Community Center for the 2019-2020 School Year. (F&BC 7-9-19)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-163 be second read. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Nay: 1 - Councilmember Binney

Absent: 1 - Councilmember Faith

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-163 be adopted and numbered Ordinance No. 8678. The motion carried by the following vote:

Ave: 7 - Mayor Baird

Councilmember Carlyle Councilmember DeMoro Councilmember Edson Councilmember Forte Councilmember Johnson Councilmember Lopez

Nay: 1 - Councilmember Binney

Absent: 1 - Councilmember Faith

B. BILL NO. 19-164

An Ordinance approving the award of RFP No. 2019-071 for the Emergency Dispatch Center Performance Audit to Mission Critical Partners LLC for an Amount not to exceed \$53,500.00 and Authorizing the City Manager to execute the same by and on behalf of the City. (F&BC 7-9-19)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Forte, that Bill No. 19-164 be second read. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Edson Councilmember Forte Councilmember Johnson Councilmember Lopez

Absent: 1 - Councilmember Faith

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Forte, that Bill No. 19-164 be adopted and numbered Ordinance No. 8679. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Binney Councilmember Carlyle Councilmember DeMoro Councilmember Edson Councilmember Forte Councilmember Johnson Councilmember Lopez

Absent: 1 - Councilmember Faith

C. BILL NO. <u>19-165</u>

An Ordinance approving the Second Amendment to the FDM Software Support and Maintenance Agreement to extend the term of the Agreement for five years and updating other terms and authorizing the City Manager to Execute the same by and on behalf of the City. (F&BC 7-9-19)

ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Forte, that Bill No. 19-165 be second read. The motion carried by the following vote:

Ave: 8 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 1 - Councilmember Faith

ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Carlyle, that Bill No. 19-165 be adopted and numbered Ordinance no. 8680. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 1 - Councilmember Faith

D. BILL NO. An Ordinance Amending Chapter 28. Taxation, Article II of the Code of
 19-166 Ordinances for the City of Lee's Summit, Missouri, By Creating Division 8 Medical Marijuana Facilities; City of Lee's Summit, Applicant. (CEDC 7-10-19)

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Forte, that Bill No. 19-166 be second read. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Carlyle Councilmember DeMoro Councilmember Edson Councilmember Forte Councilmember Johnson Councilmember Lopez

Nay: 1 - Councilmember Binney

Absent: 1 - Councilmember Faith

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Johnson, that Bill No. 19-166 be adopted and numbered Ordinance No. 8681. The motion carried by the following vote:

Ave: 7 - Mayor Baird

Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Nay: 1 - Councilmember Binney

Absent: 1 - Councilmember Faith

#### 9. Proposed Ordinances - First Reading:

A. BILL NO.

<u>19-167</u>

An Ordinance approving the Award of RFP No. 2019-062 to U.S. Bank N.A. and UMB Bank N.A. for specific components of banking services and Authorizing the City Manager to execute agreements to secure the same by and on behalf of the City.

(Note: First reading by Council on July 16, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Johnson, seconded by Councilmember Carlyle, that Bill No. 19-167 be advanced to second reading. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 1 - Councilmember Faith

#### 10. Proposed Ordinances - Second Reading:

**A.** BILL NO. 19-143

An Ordinance vacating a segment of SW Blackstone Place located between 4028 SW Benziger Dr and 4032 SW Benziger Dr, in the City of Lee's Summit, Missouri.

(Note: First reading by Council on July 9, 2019.)

ACTION: A motion was made by Councilmember Lopez, seconded by Councilmember Carlyle, that Bill No. 19-143 be adopted and numbered Ordinance no. 8682. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Carlyle Councilmember DeMoro Councilmember Edson Councilmember Forte Councilmember Johnson Councilmember Lopez

Nay: 1 - Councilmember Binney

Absent: 1 - Councilmember Faith

**D.** BILL NO.19-146

An Ordinance approving Appl. #PL2019-194 - Unified Development Ordinance (UDO) Amendment #8 - Medical Marijuana affecting the following ordinance sections - Article 6 Use Standards - Division I General Provisions and Division II Uses Permitted with Conditions, Article 8 Site Standards - Division I Design Standards - Subdivision 6 Crime Prevention Through Environmental Design, Article 15 Rules of Interpretation and Definitions - Division II Definitions ; City of Lee's Summit, applicant.

(Note: First reading by Council on July 9, 2019.)

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 19-146 be adopted and numbered Ordinance No. 8683. The motion carried by the following vote:

Ave: 7 - Mayor Baird

Councilmember Carlyle Councilmember DeMoro Councilmember Edson Councilmember Forte Councilmember Johnson Councilmember Lopez

Nay: 1 - Councilmember Binney

Absent: 1 - Councilmember Faith

**C.** BILL NO. 19-84

An Ordinance approving Redevelopment Project J1 for the New Longview Tax Increment Financing Plan and activating the collection of Tax Increment Financing revenues therein.

(Note: First reading by Council on April 2, 2019)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 19-84 be adopted and numbered Ordinance No. 8684. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Absent: 1 - Councilmember Faith

#### 11. Resolutions:

**A.** RES. NO. 19-10

A Resolution repealing Resolution 18-20 and directing staff to accept and process applications for activities related to medical marijuana as required by Article 14, Section 1 of the Missouri Constitution.

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, to adopt Resolution No. 19-10. The motion carried by the following vote:

Aye: 7 - Mayor Baird

Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Nay: 1 - Councilmember Binney

Absent: 1 - Councilmember Faith

#### 12. Committee Reports

Councilmember Forte shared CEDC (Community and Economic Development Council) discussed medical marijuana at their meeting last week and they will be discussing medical marijuana criminal codes at their August 14 meeting. They have also been having discussions about limiting the number of Special

Events in the downtown area.

Councilmember Johnson stated the Finance and Budget Committee heard the presentation on banking from Bette Wordelman, Director of Finance, at their meeting last week. He added that discussions regarding Special Events in downtown should also be sent to Finance and Budget Committee to consider subsidies that are being used. The next Finance and Budget Committee meeting is scheduled for August 12, 2019.

Councilmember Binney reported attendance has been off at Summit Waves and pre-construction of Summit Park and Howard Park are a little behind due to the weather. Also, the Parks Board is really excited about the line up of concerts they have at Legacy Park Amphitheater this summer including Jamaica Jam, a free concert for the community this Friday evening, and some paid concerts coming up with Sarah Evens and Julian Vaughn, both at Legacy Amphitheater.

Mayor Baird announced upcoming meetings.

#### 13. Council Comments:

Councilmember Forte mentioned she has been working with Councilmember Binney and staff to research Ms. Burbank's concerns. The creek is unplatted land by the developer and is now owned by Jackson County. Situations like this are very hard for all involved, staff, Councilmembers but most of all for the constituent.

#### 14. Staff Roundtable

Mr. Steve Arbo, City Manager, appreciated Councilmember Forte's comments regarding Ms. Burbanks' situation. He stated it is difficult when situations come up that staff is unable to resolve for the residents. He encouraged Ms. Burbank, and her neighbors, to meet with staff to go over what their options are in this situation. He went on to say there were some conversations, and requests for information, at the Finance and Budget Committee meeting regarding the city's P-Card program which was implemented in 2008. The purpose of the P-Card (purchasing card) program is to create a higher level of convenience, documentation and to conserve the city's resources by having fewer invoices to process. A two year history report has been compiled and will be e-mailed to Council.

Councilmember Binney found it interesting that there has always been so much interest in the purchasing card program and the response is always to provide more reports. He then asked staff for an update on the Blackwell Interchange Project, specifically people's accusations the city is not taking care of the maintenance conditions and keeps pointing fingers at MoDOT.

Mr. George Binger, Deputy Director of Public Works/City Engineer, responded by stating the Blackwell Interchange maintenance areas are all MoDOT

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right-of-way. MoDOT has not accepted the project from the contractor so they have instructed the contractor to mow the area.

Councilmember Binney clarified, the contractor that MoDOT is not satisfied with their work, is now the same contractor instructed to mow the areas. Mr. Binger answered affirmatively.

Councilmember DeMoro reported that he and Councilmeber Johnson received several phone calls and e-mails regarding the Blackwell Interchange area so about three and a half weeks ago he started the process of finding out that MoDOT had not yet accepted the Right-of-Way so he started calling MoDOT and spoke with several engineers. He eventually spoke with Matt Killion, the area engineer for Jackson and Cass Counties, who said he was not aware of the tremendous weed problem. The mowers had mowed the round-abouts but left all the weeds in the islands. Mr. Killion got a crew out there and they finished it up today. He thanked Matt Killion, and MoDOT for stepping up and helping the situation.

Mayor Baird expressed frustration about Matt Killion stating he was unaware of an issue at the Blackwell Interchange even though it has been ongoing for at least a year. He stated he would like to get on the same page with MoDOT and not have them telling citizens, staff and Councilmembers all different things. He told Councilmember DeMoro he appreciated his work in getting them out there to mow it. He then asked staff for some consistency when dealing with contractors that are working for someone else and aren't fulfilling their responsibilities.

#### 15. Adjournment

There being no further agenda items, at 10:06 p.m., a motion was made by Councilmember DeMoro, seconded by Councilmember Edson, to adjourn into Closed Session pursuant to Section 610.021(1) of the Revised Statutes of the State of Missouri pertaining to legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communication between a public governmental body or its representatives and its attorneys; and, pursuant to Section 610.021(2) of the Revised Statutes of the State of Missouri pertaining to the leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore. The motion carried by a 7-1 vote (Councilmember Binney "No" and Councilmember Faith "Absent").

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

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## The City of Lee's Summit Action Letter

#### **City Council - Regular Session**

Tuesday, July 23, 2019 6:00 PM City Council Chambers City Hall 220 SE Green Street Lee's Summit, MO 64063 (816) 969-1000

**REGULAR SESSION NO. 34** 

#### **Preliminaries:**

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

Mayor Baird called Regular Session No. 34 to order at 6:04 p.m.

#### D. Roll Call

Present: 9 - Mayor Bill Baird

Councilmember Rob Binney Councilmember Trish Carlyle Councilmember Fred DeMoro Councilmember Phyllis Edson Councilmember Craig Faith Councilmember Diane Forte Councilmember Bob Johnson Councilmember Beto Lopez

#### 1. Approval of Agenda

Previous to approval of the published agenda, Mayor Baird removed agenda item 5B, a presentation of the Ignite Strategic Plan.

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Edson, to approve the published agenda as amended by Mayor Baird. The motion carried by the following vote:

Aye: 9 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

#### 2. Approval of Consent Agenda:

ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Lopez, to adopt the Consent Agenda. The motion carried by the following vote:

#### Aye: 9 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

#### A. 2019-2921 Mayor's Appointments:

Arts Council: Reappoint Jane Bolin and John Schuler terms to expire 7-22-22 Parks and Recreation Board: Reappoint Casey Crawford, Melinda Aulenbach, Lawrence Bivins, terms to expire 5-31-22.

Planning Commission: Reappoint Carla Dial, term to expire 4-15-23. Water Utilities Advisory Board: Reappoint Kyle Gorrel and appoint Mark Leetch, terms to expire 3-1-22.

A motion was made by Councilmember Edson, seconded by Councilmember Lopez, to approve Mayor's appointments as part of the Consent Agenda. The motion carried by the following vote:

#### Ave: 9 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

#### B. BILL NO.

<u>19-135</u>

An Ordinance approving Application #PL2019-058 - Unified Development Ordinance (UDO) Amendment #4, Article 6 Use Standards - Division III Special Use Permits - Subdivision 2 Specified Special Uses - amendment to the regulations for telecommunication towers/antennas; City of Lee's Summit, applicant.

(Note: First reading by Council on July 16, 2019. Passed by unanimous vote.)

A motion was made by Councilmember Edson, seconded by Councilmember Lopez, that Bill No. 19-135 be adopted and numbered Ordinance No. 8685 as part of the Consent Agenda. The motion carried by the following vote:

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Ave: 9 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

**C.** BILL NO. 19-167

An Ordinance approving the Award of RFP No. 2019-062 to U.S. Bank N.A. and UMB Bank N.A. for specific components of banking services and Authorizing the City Manager to execute agreements to secure the same by and on behalf of the City.

(Note: First reading by Council on July 16, 2019. Passed by unanimous vote.)

A motion was made by Councilmember Edson, seconded by Councilmember Lopez, that Bill No. 19-167 be adopted and numbered Ordinance No. 8686 as part of the Consent Agenda. The motion carried by the following vote:

Aye: 9 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

#### 3. Council Roundtable

Councilmember Forte shared she took her granddaughter to the Velocity Pitch Pub Crawl last week. They heard around 9 ideas pitched at each location. At the end, the top 3 pitched their ideas and an overall winner was announced. She said she is very impressed with the Velocity group and it was a great experience for her and her granddaughter.

Councilmember DeMoro reported he, Councilmember Forte, Mayor Pro Tem Lopez, Assistant City Manager Mark Dunning and Assistant Director of Planning Services Josh Johnson attended the First Suburbs Regional Housing Summit in Gladstone Missouri last week. He stated it was very comprehensive and interesting. It was focused on housing affordability and economic development challenges in first tier suburbs. He felt the Summit was very good.

Councilmember Binney said, as a Council, they will want to wish the best to their friends on the school board as they move past this recent debacle and hopefully move the school district in a positive direction. He said it is one of those quality of life issues that has made this community what it is today and they need to get LSR7 moving in a good direction.

Councilmember Johnson mentioned there was a National 12 Year Old Girls

Softball Tournament in Lee's Summit. There were people from New Jersey, California, Minnesota and some of the the coaches he talked with were very impressed with the Lee's Summit community. He added it was a national tournament from all sections of the country and it represents the social economic fabric of America with all of those 12 and 13 year olds playing a game together and getting along so well.

Mayor Baird mentioned he attended the Downtown Main Street Annual Dinner. He stated it was a fantastic event, lots of awards were given. They are very proud of downtown and continue to try to make improvements.

#### 4. Proclamations:

A. 2019-2920 Proclamation recognizing Dr. Harold Finch

This Proclamation was presented.

#### 5. Presentations:

A. 2019-2913 Presentation: Police Department "Blueprint" Future Plan

This Presentation was presented.

B. 2019-2897 Ignite Strategic Plan

This item was removed from the agenda by Mayor Baird.

#### 6. Public Hearings:

**A.** <u>2019-2883</u>

Public Hearing - Application #PL2019-020 - Rezoning from PI and RP-2 to RP-3 and Preliminary Development Plan - Burton Townhomes, 408 & 500 NW Olive Street; Cherokee Flight, LLC, applicant.

(Note: This application is to be continued to August 20, 2019 pending an additional hearing at the Planning Commission.)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Edson, to continue Application No. PL2019-020 to a date certain of August 20, 2019. The motion carried by the following vote:

#### Ave: 9 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

**B.** 2019-2871

Public Hearing: Application #PL2019-187 - Unified Development Ordinance (UDO) Amendment #7 - Changes to Article 1 - General Provisions and Article 2 - Applications and Procedures to improve public engagement and the role of the Planning Commission; City of Lee's Summit, applicant.

Exhibit A, list of exhibits 1-10 were entered into the record.

City Council discussions included:

- -History of Comprehensive Plan amendments
- -Council involvement in Comprehensive Plan amendments
- -300 foot notice requirement for Public Hearings at City Council meetings
- -Type of meeting notes received after neighborhood meetings
- -What happens if a motion for recommendation fails and there is a lack of a motion for denial at Planning Commission
- -Answer: It would come forward to Council as either a recommendation for denial or a lack of a recommendation
- -How are property owners identified for notifications
  - -Answer: County records
- -The new Notice of Public Hearing signs will be yellow
- -Protest petition radius is not effected by the Public Hearing and neighborhood meeting notice radius
- -State requirements for notices
- -Color and stability of signs
- -Information in addition to QR codes on signs
- -Neighborhood meetings and the chance they won't show up for Public Hearings, the developer might have soft sold the neighborhood but changed the plan for Public Hearings.

There were no speakers in favor of, or opposed to, this application

1) BILL NO. 19-168 An Ordinance approving Application #PL2019-187 - Unified Development Ordinance (UDO) Amendment #7 - Changes to Article 1 - General Provisions and Article 2 - Applications and Procedures, to improve public engagement and the role of the Planning Commission.

(NOTE: First reading by Council on July 23, 2019.)

ACTION: A motion was made by Councilmember Lopez, seconded by Councilmember DeMoro, that Bill No. 19-168 be advanced to second reading. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Carlyle

Councilmember DeMoro

Councilmember Edson

Councilmember Faith

Councilmember Forte

Councilmember Johnson

Councilmember Lopez

Nay: 1 - Councilmember Binney

**C.** 2019-2869

Public Hearing: Application #PL2019-147 - Special Use Permit renewal for a telecommunications tower - 111 SW Hook Road; American Tower Asset Sub II, LLC, applicant.

Exhibit A, list of exhibits 1-17 were entered into the record.

City Council discussions included:

- -The state has mandated the removal SUP time limitations, what happens if that mandate is removed
- -What is the current expiration of the SUP
- -This tower was built in 1989, how often is it inspected for structural soundness
- -Are maintenance logs submitted to the city
- -Structural analysis was completed by the owners engineers and submitted to the city
- -TIA report is required every 3 years but was not submitted to the city
- -American Tower representative agreed to send the city maintenance logs and TIA reports periodically
- -Where does American Towers rank nationally
- -Does American Towers work with communities regarding solar panels, wind energy, public art
- -Request American Towers to have someone contact City staff with information regarding renewable energy and public art as design features of cell towers
- -Number of cell towers American Towers has in Lee's Summit
- -Other communities have these towers dressed up with public art
- -The distance between the base of this tower and the veterinary clinic to the south
- -Applicant stated this tower is designed to collapse in on itself in the event of a structural failure which has been determined to be a 150 foot impact radius.
- -Life expectancy of the tower
- -There have not been any reports of damage from tower ice

There were no speakers in favor of, or opposed to, this application.

#### 2) BILL NO. 19-169

An Ordinance granting a Special Use Permit for a telecommunication tower in District AG on land located at 111 SW Hook Road, all in accordance with the provisions of Chapter 33, the Unified Development Ordinance of Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

(NOTE: First reading by Council on July 23, 2019. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Faith, to amend Bill No. 19-169 by adding American Tower is required to submit the maintenance logs and structural inspections on a yearly basis to City staff to be reviewed and also the TIA reports every three years, as they are received, to City staff to be reviewed with costs to be reimbursed by the applicant. The motion carried by 7-2 vote (Councilmembers Edson and DeMoro "No").

ACTION: A motion was made by Councilmember Johnson, seconded by Councilmember Edson, that Bill No. 19-169 be advanced to second reading as amended. The motion carried by the following vote:

Aye: 9 - Mayor Baird

Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

#### 7. Public Comments:

Mr. George Owen, Woodland Glen homeowner, thanked the Mayor and City Council, Mark Dunning and Steve Arbo for researching the concerns brought up at the Public Hearings. The concerns were addressed in a memorandum from the Development Center dated July 19, 2019. He asked for an additional amendment of Bill No. 19-133 to include that all new residential development in Woodland Glen conform to existing HOA DOR's. He also thanked the Fire Department and Mr. Michael Park for approving a Type 3 temporary barricade placed on Winthrop Terrace stopping construction traffic from entering and exiting from the main entrance off of Ward Road thus having all construction traffic using only 14th Street. He asked for this to also be an amendment to Bill No 19-133 tonight. He thanked the Mayor and Council for helping the residents of Woodland Glen.

Mr. Gary Sears, Woodland Glen homeowner, also thanked City Council, Mark Dunning and Steve Arbo for the outstanding work they have done and the legal council, Brian Head and David Bushek for being most courteous and most professional and they have brought clarity to what is going on in Woodland Glen. He stated that some of them have been called angry old men who don't want any change but in fact, they embrace change but not change that degrades the quality or integrity of their subdivision. He asked the Woodland Glen residents in the audience to stand to show there are more than 3 people concerned about what happens in Woodland Glen.

Mr. Chad Anderson spoke regarding proposed Bill No. 19-136(b). The way it is written, if he wanted to repair a leaky gutter it would require him to develop a full Preliminary Development Plan and bring it before City Council. Staff has been very helpful and he is hoping to get some changes made so he can perform temporary maintenance to his existing buildings. He would like to "reskin" his buildings to make them look new again and fix some gutters and leaking roof without have to spend a bunch of money and time to bring back before council.

Mr. Curt Krasic, a property owner in the EnVision LS area, also spoke regarding proposed Bill No. 19-136(b). He reiterated what Mr. Anderson said, he too would like to be able to make needed repairs to his building to make them look nice without spending a lot of money to develop a Preliminary Development

Plan.

#### 8. Proposed Ordinances - First Reading:

**A.** BILL NO. 19-136(a)

An Ordinance approving Application #PL2019-134 - Unified Development Ordinance (UDO) Amendment #5A, Article 5 Overlay Districts - Division VIII Envision LS Area Development Plan (ADP) Design Standards - establishment of an appeals process for prohibited uses; City of Lee's Summit applicant. (NOTE: First reading by Council on July 23, 2019.)

ACTION: A motion was made by Councilmember Lopez, seconded by Councilmember Forte, that Bill No. 19-136(a) be advanced to second reading. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Nay: 1 - Councilmember Binney

B. <u>BILL NO.</u> 19-136(b) An Ordinance approving Application #PL2019-134 - Unified Development Ordinance (UDO) Amendment #5, Article 5 Overlay Districts - Division VIII Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions - Division II Definitions - amendment to definitions; City of Lee's Summit applicant.

(NOTE: First reading by Council on July 23, 2019.)

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 19-136(b) be advanced to second reading. The motion carried by the following vote:

Ave: 8 - Mayor Baird

Councilmember Carlyle Councilmember DeMoro Councilmember Edson Councilmember Faith Councilmember Forte Councilmember Johnson Councilmember Lopez

Nay: 1 - Councilmember Binney

#### 9. Proposed Ordinances - Second Reading:

A. <u>AMENDED</u>
<u>BILL NO.</u>
<u>19-133</u>

An Ordinance approving a rezoning from Districts PI and PMIX to District PMIX and preliminary development plan for approximately 24 acres located at the northeast corner of SW Ward Rd and SW Scherer Rd, proposed Woodland Glen in accordance with the provisions of Chapter 33, the Unified Development Ordinance of Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

(NOTE: First reading by Council on June 18, 2019.)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Faith, to further amend Amended Bill No. 19-133 to insert on page 2 under section 2, number 5, installation of a type 3 barrier at Winthrop Drive and Winthrop Terrace. The motion carried by unanimous 9-0 vote.

ACTION: A motion was made by Councilmember Faith, seconded by Councilmember Edson, that Bill No. 19-133 be adopted, as further amended, and numbered Ordinance No. 8687. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Nay: 1 - Councilmember Binney

B. BILL NO.

<u> 19-137</u>

An Ordinance approving Application #PL2019-151 - Unified Development Ordinance (UDO) Amendment #6 - Article 8 Site Standards - Division I Design Standards - Subdivision 4 Other Required Design Standards - amendment to trash enclosure and ground-mounted mechanical screening material requirements; City of Lee's Summit, applicant.

(Note: First reading by Council on July 16, 2019.)

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Carlyle, that Bill No. 19-137 be adopted and numbered Ordinance No. 8688. The motion carried by the following vote:

Aye: 8 - Mayor Baird

Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Nay: 1 - Councilmember Binney

**C.** BILL NO. 19-162

An Ordinance accepting final plat entitled "Raintree Pointe, Lots 1 thru 7 and Tracts A thru D", as a subdivision to the City of Lee's Summit, Missouri.

(Note: First reading by Council on July 16, 2019.)

ACTION: A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, that Bill No. 19-162 be adopted and numbered Ordinance No. 8689. The motion carried by the following vote:

Aye: 6 - Mayor Baird

Councilmember DeMoro Councilmember Edson Councilmember Faith Councilmember Johnson Councilmember Lopez Nay: 3 - Councilmember Binney
Councilmember Carlyle
Councilmember Forte

#### 10. Committee Reports

Councilmember Carlyle stated the August 1, 2019 Rules Committee meeting is tentative as a quorum has not yet been confirmed.

Councilmember Faith announced the agenda for the July 25, 2019 Health Education Advisory Board includes 2 state representatives from this area that are going to speak on state health issues coming up in the legislative session.

Upcoming meetings:

Parks and Recreation Board - July 24, 2019 - 6:00 p.m.

Planning Commission - July 25, 2019 - 5:00 p.m.

Health Education Advisory Board - July 25, 2019 - 6:30 p.m.

Public Works Committee - July 30, 2019 - 5:30 p.m. Chair: Councilmember Faith Rules Committee - August 1, 2019 - 6:00 p.m. Chair: Councilmember Carlyle

#### 11. Council Comments:

Councilmember Johnson suggested adding another City Council meeting per month to shorten the meetings.

Mayor Baird suggested calling for special meetings when needed instead of committing to four meetings a month. He then asked Council to encourage the community to have positive conversations. He said there will still be talks about equity, we're a great community and we are going to prove it to the world. This was a difficult time and it will continue to be a difficult time. He expressed best wishes to the school board, they are in a tough spot right now, and it is time to support them as well as the people that don't agree with their decisions.

#### 12. Staff Roundtable

Mr. Steve Arbo, City Manager, gave a brief explanation of a handout that was shared that included contact information and responsibilities of Administration staff.

#### 13. Adjournment

There being no further business, Mayor Baird adjourned Regular Session No. 34 at 9:44 p.m.

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

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "Ismo.legistar.com"



### The City of Lee's Summit

#### **Packet Information**

File #: 2019-2943, Version: 1

Mayor's Appointment - Arts Council: Reappoint Nick Parker, term to expire 7-22-22.



### Mayor William A. Baird

DATE: July 31, 2019

TO: City Council

FROM: Mayor Bill Baird

RE: Citizen Boards and Commissions Appointments

I am submitting the following appointment for the City Council's approval:

Arts Council: Reappoint Nick Parker, term to expire 7-22-22.





### The City of Lee's Summit

#### **Packet Information**

#### File #: BILL NO. 19-169, Version: 1

An Ordinance granting a Special Use Permit for a telecommunication tower in District AG on land located at 111 SW Hook Road, all in accordance with the provisions of Chapter 33, the Unified Development Ordinance of Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

(NOTE: First reading by Council on July 23, 2019. Passed by unanimous vote.)

#### **Proposed City Council Motion:**

I move for adoption of an Ordinance granting a Special Use Permit for a telecommunication tower in District AG on land located at 111 SW Hook Road, all in accordance with the provisions of Chapter 33, the Unified Development Ordinance of Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director of Plan Services David Tracy, Applicant

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A TELECOMMUNICATION TOWER IN DISTRICT AG ON LAND LOCATED AT 111 SW HOOK RD, ALL IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 33, THE UNIFIED DEVELOPMENT ORDINANCE OF LEE'S SUMMIT CODE OF ORDINANCES, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2019-147 submitted by American Tower Asset Sub II, LLC, requesting a special use permit for a special use permit for a telecommunication tower in District AG (Agricultural District) on land located at 111 SW Hook RD was referred to the Planning Commission to hold a public hearing; and

WHEREAS, the Unified Development Ordinance provides for the approval of a special use permit by the City following public hearings by the Planning Commission and City Council, and

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the special use permit on June 27, 2019, and rendered a report to the City Council recommending that the special use permit be approved; and

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on July 23, 2019, and approved a motion for a second ordinance reading to approve the special use permit for said property; and

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

SECTION 1. That the application pursuant to Section 6.1200 of the Unified Development Ordinance to allow for Telecommunication towers in District AG with a special use permit is hereby granted for an indefinite period, with respect to the following described property:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 47, RANGE 31, LOCATED IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29;THENCE SOUTH 87 DEGREES 52 MINUTES 32 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 869.42; THENCE SOUTH 2 DEGREES 17 MINUTES 48 SECONDS WEST, A DISTANCE OF 496.90 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 2 DEGREES 17 MINUTES 48 SECONDS WEST, A DISTANCE OF 201.40 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 23 SECONDS EAST, A DISTANCE OF 145.01 FEET; THENCE SOUTH 2 DEGREES 20 MINUTES 9 SECONDS WEST, A DISTANCE OF 214.20 FEET; THENCE NORTH 87 DEGREES 14 MIUTES 15 SECONDS WEST, A DISTANCE OF 647.74 FEET; THENCE NORTH 2 DEGREES 45 MINUTES 45 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 50 SECONDS EAST, A DISTANCE OF 236.74 FEET; THENCE NORTH 2 DEGREES 44 MINUTES 38 SECONDS EAST, A DISTANCE OF 235.01 FEET; THENCE SOUTH 87 DEGREES 15 MINUTES 22

#### **BILL NO. 19-169**

SECONDS EAST, A DISTANCE OF 300.01 FEET, TO THE POINT OF BEGINNING. TOGETHER WITH A NON-EXCLUSIVE ROADWAY EASEMENT.

SECTION 2. That the following conditions of approval apply:

- The tower owner is required to submit maintenance logs and structural inspections on a yearly basis to the City staff for review. The TIA reports shall be submitted to staff every three years for review. The applicant shall reimburse the City for all costs associated with the review.
- SECTION 3. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit.
- SECTION 4. Nonseverability. All provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgment on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgment.

SECTION 5. That 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	Counc , 20 <sup>-</sup>		the	City	of	Lee's	Summit	·, N	Missouri	, th	is	_day o	)
ATTEST:										May	yor	William	A.	Baird	_	
City Clerk	Tris	ha F	owle	r Arcuri	i			-								
AF	PPR	OVE	D by	the Ma	yor o	f sai	d city	' this	S	day of _				, 2019.		
ATTEST:										May	yor	William	A.	Baird	_	

### **BILL NO. 19-169**

City Clerk *Trisha Fowler Arcuri*APPROVED AS TO FORM:

City Attorney *Brian W. Head* 



### **Development Services Staff Report**

File Number PL2019-147

File Name SPECIAL USE PERMIT renewal for a telecommunications tower

**Applicant** American Tower Asset Sub II, LLC

**Property Address** 111 SW Hook Rd.

Planning Commission Date June 27, 2019

**Heard by** Planning Commission and City Council

Analyst C. Shannon McGuire, Planner

Checked By Hector Soto, Jr., AICP, Planning Manager

Kent D. Monter, PE, Development Engineering Manager

#### **Public Notification**

Pre-application held: n/a

Neighborhood meeting conducted: n/a Newspaper notification published on:

Radius notices mailed to properties within 185 feet on: June 3, 2019

Site posted notice on: June 7, 2019

#### **Table of Contents**

1. Project Data and Facts	2
2. Land Use	2
3. Project Proposal	3
4. Unified Development Ordinance (UDO)	3
5. Comprehensive Plan	3
6. Analysis	4

#### **Attachments**

Site Plan – 4 pages

Applicant Narrative - 6 pages

Applicant Response to Use Conditions – 2 pages

**Location Map** 

#### 1. Project Data and Facts

Project Data	
Applicant/Status	American Tower Asset Sub II, LLC / Owner
Applicant's Representative	David Tracy
Location of Property	111 SW Hook Rd
Size of Property	±3.48 acres
Zoning	AG (Agricultural District)
Comprehensive Plan Designation	Long Term Retail Opportunity
Procedure	The Planning Commission makes a recommendation to the City Council on the proposed special use permit. The City Council takes final action on the special use permit.
	<b>Duration of Validity:</b> A special use permit shall be valid for a specific period of time if so stated in the permit.

#### **Current Land Use**

The tower facility is the sole use of the 3.48 acre wooded lot.

#### **Description of Applicant's Request**

This application is for a special use permit (SUP) renewal for a 298' tall guyed telecommunication tower. The applicant has requested an indefinite SUP with no established expiration date per §67.5094 R.S.Mo., Subpart 14.

#### 2. Land Use

#### **Description and Character of Surrounding Area**

The property north of the proposed site is a 5.09-acre parcel of undeveloped wooded land. M-291 Hwy is located east of the property. South of the property is a veterinarian office and undeveloped agricultural land. A KCP&L power substation and undeveloped agricultural land is located west of this property.

#### **Adjacent Land Uses and Zoning**

North:	Undeveloped wooded parcel/CP-2 (Planned Community Commercial)			
	KCP&L power substation/AG			
South:	Veterinarian office/CP-2 (Planned Neighborhood Commercial)			
	Undeveloped agricultural land/AG			
East:	M-291 Highway			
West:	KCP&L power substation/AG			

#### **Site Characteristics**

The wooded site consists of an irregular shaped lot bordered by M-291 Hwy to the east. The primary

access is from SW Market St via a gravel driveway shared with the abutting KCP&L substation.

#### 3. Project Proposal

#### Site Design

Land Use	
Existing use	298' guyed tower (existing)
Land area	151,724.77 sq. ft. (3.48 acres)
Site area	90'x60' fenced area

### 4. Unified Development Ordinance (UDO)

Section	Description
6.620, 6.630, 6.640, 6.650	Special Use Permit
6.1200	Telecommunication Towers

Use of the subject property as a telecommunication tower site is allowed under the UDO in the AG zoning district with approval of a special use permit, subject to certain conditions. Conditions currently in effect under the UDO include, but are not limited to, setbacks and separation distances from other telecommunication towers. City ordinances in effect at the time of the original special use permit approval in 1989 did not have any such use conditions for a telecommunications tower. Any existing condition that does not comply with the current requirements of the UDO is a lawful non-conforming condition, and as such does not require modifications as part of the approval for a special use permit renewal.

The following are current requirements of the UDO with which the existing telecommunications facility does not comply. As previously stated, these are lawful non-forming conditions that require no further action; they are listed below solely for your information.

- Setbacks. Existing condition; no modification required.
  - Required <u>New</u> towers shall be set back a distance equal to the height of the tower from all property lines.
  - Existing The existing 298' tower is set back 243' from the north property line; 169' from the south property line; 60' from the west property line; and 266' from the east property line.
- Separation Distance from other Telecommunications Towers. **Existing condition; no modification required.** 
  - Required A tower over 90' in height shall be separated from any other telecommunication tower over 90' in height by a distance of a least one (1) mile (5,280 feet).
  - Existing The existing 298' tower is separated a distance of approximately 5,140 feet from the tower located at 3650 SW Windemere Dr. It should be noted that the subject tower predated the tower on SW Windemere Dr by 8 years.

### 5. Comprehensive Plan

Pa	ge	4	of	5

Focus Areas	Goals, Objectives & Policies
Overall Area Land Use	Objective 1.1 Objective 1.4
Economic Development	Objective 2.1 Objective 2.2
Public Facilities and Services	Objective 6.5

The ever-increasing reliance on telecommunications for personal, business and other uses places an increased need and importance for providing a strong telecommunication network in the community. By providing wireless service to the community, the tower serves the needs of the public and first responders by promoting the health, safety, convenience and general welfare of the community.

#### 6. Analysis

#### **Background and History**

- May 9, 1989 The City Council approved a special use permit (Appl. #1989-013) for this microwave/cellular communications tower for a period of 10 years by Ordinance No. 3287, expiring May 9, 1999.
- July 19, 2007 The City Council approved UDO Amendment #23 to update the Special Use Permit regulations for telecommunications towers.
- September 20, 2007 The City Council approved a special use permit renewal (Appl. #2007-027) for the tower for a period of 10 years from the previous expiration date, to expire on May 9, 2009.
- March 4, 2010 The City Council approved a special use permit renewal (Appl. #2009-098) for the tower for a period of 10 years from the previous expiration date, to expire on May 9, 2019.

The applicant seeks approval for the renewal of a special use permit for the existing 298' telecommunications tower located adjacent to the intersection of SW Hook Rd and SW Market St. The tower was constructed in 1989 and has received two special use permit renewals since its original approval. There is no proposed increase in tower height or expansion of the tower compound boundaries as part of the special use permit renewal.

The applicant requests that the special use permit renewal be approved for an infinite time period, meaning that the special use permit renewal shall not expire. Under §67.5094.(14) R.S.Mo. of the Uniform Wireless Communications Infrastructure Deployment Act, the City is prohibited from limiting the duration of the approval of the special use permit renewal application.

#### Compatibility

The character of the surrounding area will not be negatively impacted by the continued presence of the tower and its associated equipment. The tower has existed on the site for approximately 30 years. The compound is screened by existing vegetation to minimize visual effects of the equipment on surrounding property.

#### #PL2019-147

Planning Commission Hearing Date / June 27, 2019 Page 5 of 5

#### **Adverse Impacts**

The tower facility is designed, located and proposed to be operated so that the public health, safety and welfare will be protected. It is structurally compliant with all local, state and federal regulation as certified by a Missouri licensed engineer.

Renewal of the SUP will not create excessive storm water runoff, air pollution, water pollution, noise pollution or other environmental harm.

#### **Public Services**

The tower has little or no impact on the existing public facilities and services. Access to the tower site is adequately served by SW Market St to the east. The tower generates an infrequent and minimal amount of traffic onto the surrounding street network.

Renewal of the special use permit will not impede the normal and orderly development and improvement of the surrounding property. A strong telecommunications network serves as an asset for existing and future development.

#### Recommendation

The application meets the requirements of the UDO and/or the Design and Construction Manual (DCM).





SITE NAME: LEES SUMMIT

SITE NUMBER: 306030

SITE ADDRESS: 111 SW HOOK ROAD

LEES SUMMIT, MO 64082



**LOCATION MAP** 

### CONDITIONAL USE PERMIT RENEWAL

COMPLIANCE CODE	PROJECT SUMMARY	PROJECT DESCRIPTION		SHEET INDEX			
ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE	SITE ADDRESS:	THIS SUBMITTAL IS FOR RE-PERMITTING WITH JACKSON	SHEET NO:	DESCRIPTION:	REV:	DATE:	BY:
FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS	111 SW HOOK ROAD LEES SUMMIT. MO 64082	COUNTY. THIS SET OF DRAWINGS IS INTENDED TO DEPICT EXISTING SITE CONDITIONS. NO CHANGES TO EXISTING ARE PROPOSED.		TITLE SHEET	0	03/20/19	JMB
TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.	COUNTY: JACKSON			OVERALL SITE PLAN	0	03/20/19	JMB
THESE GODES.	GEOGRAPHIC COORDINATES:	PROJECT NOTES	C-102	DETAILED SITE PLAN & TOWER ELEVATION	0	03/20/19	JMB
INTERNATIONAL BUILDING CODE (IBC)	LATITUDE: 38° 51' 54.3" N		C-501	SIGNAGE	0	03/20/19	JMB
2. NATIONAL ELECTRIC CODE (NEC)	LONGITUDE: 94° 22' 36.9" W	THE FACILITY IS UNMANNED.					
3. LOCAL BUILDING CODE	GROUND ELEVATION: 1001.12' AMSL	A TECHNICIAN WILL VISIT THE SITE APPROXIMATELY ONCE A MONTH FOR ROUTINE INSPECTION AND MAINTENANCE.					
4. CITY/COUNTY ORDINANCES	ZONING INFORMATION:	EXISTING FACILITY MEETS OR EXCEEDS ALL FAA AND FCC REGULATORY REQUIREMENTS.					
	JURISDICTION: JACKSON COUNTY PARCEL NUMBER: 70-520-04-03-02-0-00-000	4. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT LAND DISTURBANCE OR EFFECT OF STORM WATER DRAINAGE.  5. NO SANITARY SEWER, POTABLE WATER OR TRASH					
UTILITY COMPANIES	PROJECT TEAM	DISPOSAL IS REQUIRED.					
	TOWER OWNER:	6. HANDICAP ACCESS IS NOT REQUIRED.					
POWER COMPANY: KANSAS CITY POWER & LIGHT PHONE: (888) 471-5275	AMERICAN TOWER ASSET SUB II, LLC 10 PRESIDENTIAL WAY WOBURN, MA 01801						
TELEPHONE COMPANY: AT&T	PROPERTY OWNER:						
PHONE: (888) 544-8847	SPHERTRI PROPERTIES LLC 2000 CORPORATE DR CANONSBURG, PA 15317						
	ENGINEER:	PROJECT LOCATION DIRECTIONS					
<b>811</b> .	ATC TOWER SERVICES 3500 REGENCY PARKWAY SUITE 100 CARY, NC 27518 <u>AGENT:</u>	FROM DOWNTOWN KANSAS CITY, MO TAKE RAMP (EAST) ONTO 1-70 [US-40] FOR 5.9 MILES, AT EXIT 8A, TAKE RAMP (RIGHT) ONTO 1-435 FOR 2.9 MILES, AT EXIT 66, TAKE RAMP (LEFT) ONTO SR-350 [BLUE PKY] FOR 8.3 MILES, ROAD NAME CHANGES TO US-50 [SR-350] FOR 2.7 MILES, TAKE RAMP (LEFT) ONTO SR-291					
Know what's <b>below. Call</b> before you dig.	DAVID TRACY ATTORNEY, AMERICAN TOWER 10 PRESIDENTIAL WAY WOBURN, MA 01801	FOR 2.7 MILES, TURN RIGHT (WEST) ONTO SW HOOK RD, THEN IMMEDIATELY TURN LEFT (SOUTH-EAST) ONTO OUTER ROAD FOR 0.2 MILES, TURN RIGHT (WEST) ONTO ACCESS ROAD WITH GATE					

ATC TOWER SERVICES 3500 REGENCY PARKWAY SUITE 100 CARY, NC 27518 PHONE: (919) 468-0112

COA: 2006031326

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. RETHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIEY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

l	REV.	DESCRIPTION	BY	DATE
l	$\triangle_{-}$	FOR CONSTRUCTION	JMB	03/20/19
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l	$\overline{\Lambda}$			
l				
l				

ATC SITE NUMBER:

306030

ATC SITE NAME:

#### LEES SUMMIT

SITE ADDRESS: 111 SW HOOK ROAD LEES SUMMIT. MO 64082

SEAL	

DRAWN BY:	JMB
APPROVED BY:	KRF
DATE DRAWN:	03/20/19
ATC JOB NO:	12914245

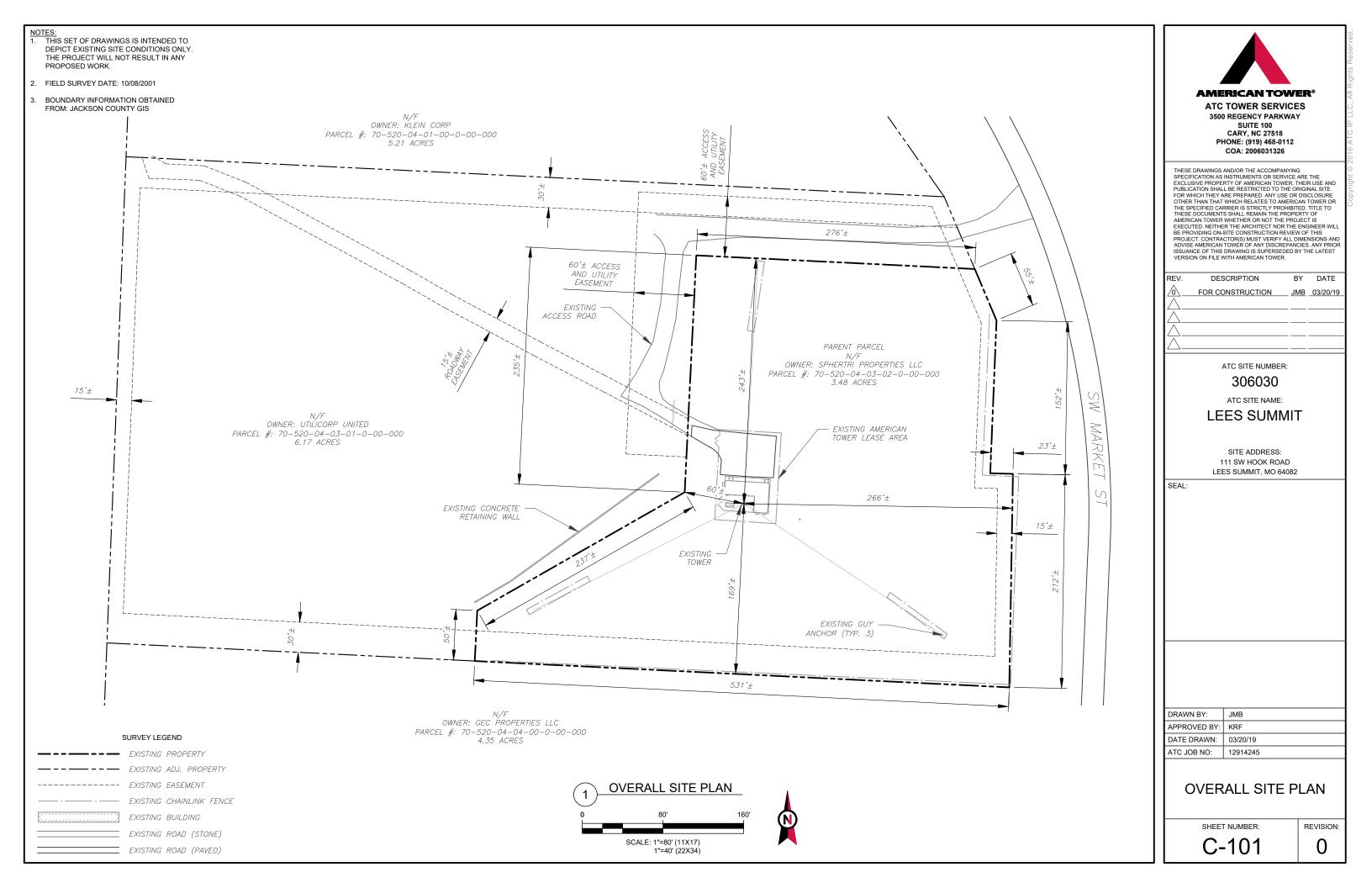
#### TITLE SHEET

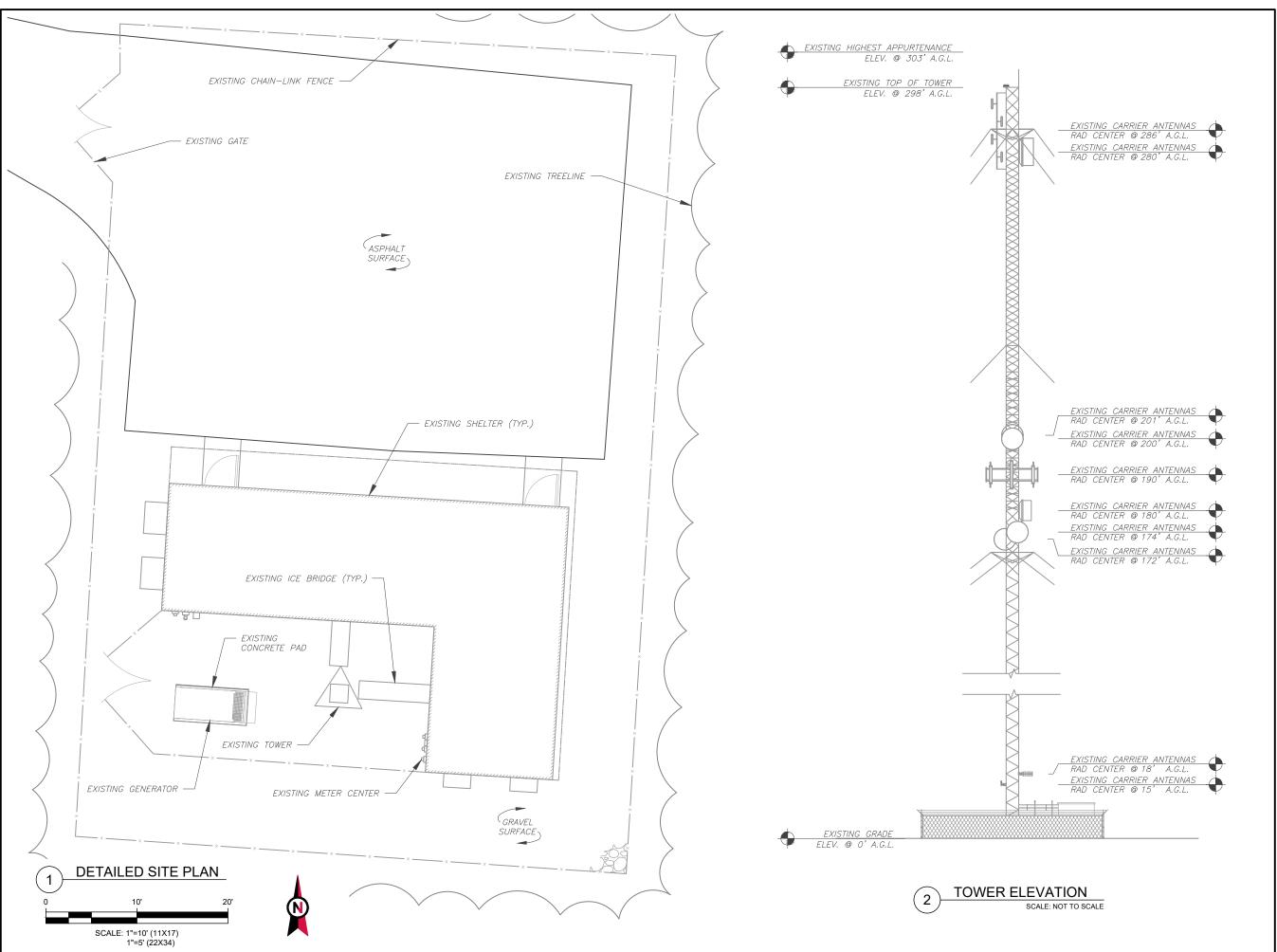
SHEET NUMBER:

REVISION:

G-001

0







ATC TOWER SERVICES 3500 REGENCY PARKWAY SUITE 100 CARY, NC 27518 PHONE: (919) 468-0112

COA: 2006031326

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
<u> </u>	FOR CONSTRUCTION	<u>JMB</u>	03/20/19
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ATC SITE NUMBER: 306030

300030

ATC SITE NAME:

LEES SUMMIT

SITE ADDRESS: 111 SW HOOK ROAD LEES SUMMIT. MO 64082

SEAL:

DRAWN BY: JMB

APPROVED BY: KRF

DATE DRAWN: 03/20/19

ATC JOB NO: 12914245

DETAILED SITE PLAN & TOWER ELEVATION

SHEET NUMBER:

C-102

REVISION





Beyond this point: Radio frequency fields at this site may exceed FCC rules for human exposure.

For your safety, obey all posted signs and site guidelines for working in radio frequency environments.

In accordance with Federal Communications on rules on radio frequency emissions 47 CFR 1.1307(b)

### **NO TRESPASSING**

ATC CAUTION AND NO TRESPASSING SIGN

CAUTION WARNING



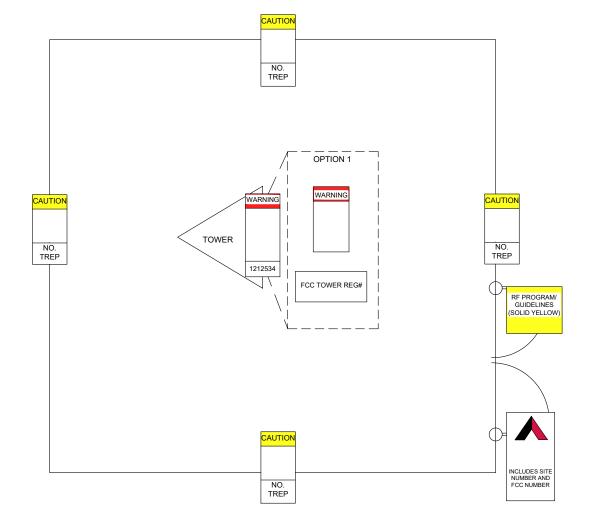
Beyond this point: Radio frequency fields at this site may exceed FCC rules for human exposure.

For your safety, obey all posted signs and site guidelines for working in radio frequency environments.

In accordance with Federal Communications sion rules on radio frequency emissions 47 CFR 1.1307(b)

ATC RF WARNING AND FCC NUMBER SIGN

A "NO TRESPASSING" SIGN MUST BE POSTED A MINIMUM OF EVERY 50'



#### FCC TOWER REGISTRATION #

Posting of sign required by law

ATC STAND-ALONE FCC TOWER



**EXISTING SIGNAGE PHOTO** 

THERE MUST BE AN ATC SIGN WITH SITE INFORMATION AND FCC REGISTRATION NUMBER AT BOTH THE ACCESS ROAD GATE (GATE OFF OF MAIN ROAD, IF APPLICABLE) AND COMPOUND FENCE (IF NO COMPOUND FENCE, THEN IN A CONSPICUOUS PLACE UPON DRIVE UP). IN ADDITION, PLEASE LOOK AT DIAGRAM FOR ALL ADDITIONAL SIGNS

OPTION 1 MAY BE USED TO POST TOWER REGISTRATION NUMBERS AT THE BASE OF THE TOWER IF A WARNING SIGN DOES NOT HAVE SPACE FOR THE TOWER REGISTRATION NUMBER.

IMPORTANT: FOR ANY ATC SIGN THAT DOES NOT MEET THE ATC SPECIFICATION FOR SIGNAGE (I.E., SHARPIE/PAINT PEN, WORN LABELS, ETC.), BRING IT INTO COMPLIANCE (RE-WRITE IF WORN) AND FLAG FOR REPLACEMENT ASAP WITH THE APPROPRIATE PERMANENT SIGN (YOU CAN ORDER THESE THROUGH THE WAREHOUSE)

ONLY LABELS PRINTED BY A ZEBRA LABEL PRINTER WILL BE ACCEPTED.

### **⚠ NOTICE ⚠**

#### **GUIDELINES FOR WORKING IN** RADIOFREQUENCY ENVIRONMENTS

- All personnel should have electromagnetic energy (EME) awareness training.
- All personnel entering this site must be authorized.
- A Obey all posted signs.
- Assume all antennas are active.
- A Before working on antennas, notify owners and disable appropriate
- A Maintain minimum 3 feet clearance from all antennas.
- A Do not stop in front of antennas.
- A Never operate transmitters without shields during normal operation.
- A Do not operate base station antennas in equipment room.

ATC RF PROGRAM NOTICE SIGN



SITE NAME:

SITE NUMBER: 306030 FCC REGISTRATION #: 1004077

FOR LEASING INFORMATION:

FOR EMERGENCIES CALL:

877-282-7483 877-ATC-SITE

877-518-6937 877-51-TOWER

LEES SUMMIT MO

### NO TRESPASSING

#### www.americantower.com

POSTING OF THIS SIGNAGE REQUIRED BY LAW

ATC SITE SIGN

#### REPLACEMENT OF SIGNAGE:

AS SIGNAGE BECOMES STOLEN DAMAGED, BRITTLE OR FADED, IT. SHOULD BE REPLACED WITH SIGNAGE PER THIS SPECIFICATION. ANY ACQUIRED SITE SHOULD HAVE NEW SIGNS POSTED WITHIN 60 DAYS UNLESS OTHERWISE SPECIFIED. ANY SITE SOLD SHOULD HAVE THE ATC SIGNS REMOVED WITHIN 30 DAYS UNLESS OTHERWISE SPECIFIED. ALL FCC OR REGULATORY SIGNAGE MUST BE INSTALLED OR REPLACED AS REQUIRED TO MEET OUR STANDARD. SIGNS SHOULD BE REPLACED ON NORMAL, QUARTERLY MAINTENANCE VISITS BY CONTRACTORS OR SITE MANAGERS, UNLESS OTHERWISE REQUIRED ON A CASE-BY-CASE BASIS

#### NOTE:

EXTERIOR SIGNS ARE NOT PROPOSED EXCEPT AS REQUIRED BY THE FCC. ALL EXISTING SIGNAGE AND ANY FUTURE SIGNAGE WILL BE COMPLIANT WITH STATUTE 164-43 4 NO HIGH-VOLTAGE SIGNAGE IS NECESSARY NO HIGH-VOLTAGE FOUIPMENT PRESENT



SUITE 100 **CARY, NC 27518** PHONE: (919) 468-0112 COA: 2006031326 THESE DRAWINGS AND/OR THE ACCOMPANYING

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER DRAW OF NOT THE PROJECT IS STRICTLY PROHIBITED. THE SECOND THE PROJECT IS MALERICAN TOWER WHETHER OR NOT THE PROJECT IS STRICTLY PROHIBITED. AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
<u> </u>	FOR CONSTRUCTION	_ JMB	03/20/19
$\Lambda_{-}$			
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$\overline{\wedge}$			
$\square$			

ATC SITE NUMBER:

306030

ATC SITE NAME:

#### LEES SUMMIT

SITE ADDRESS: 111 SW HOOK ROAD LEES SUMMIT. MO 64082

DRAWN BY: JMB APPROVED BY: KRF DATE DRAWN: 03/20/19 ATC JOB NO: 12914245

SIGNAGE

SHEET NUMBER:

REVISION

C-501

0

# STATEMENT IN SUPPORT OF APPLICATION FOR SPECIAL COMMUNICATION FACILITY APPROVAL

**APPLICANT:** American Tower Asset Sub II, LLC

SITE ADDRESS: 111 SW Hook Rd, Lee's Summit, MO 64082

**ZONING DISTRICT:** Agricultural/M-150 Corridor Development Overlay District

This statement in support of an application for a renewed Special Use Permit for a Wireless Communication Facility is respectfully submitted by American Tower Asset Sub II, LLC ("American Tower") to the Lee's Summit Planning Commission (the "Commission") and City Council (the "Council").

#### I. SITE BACKGROUND

American Tower is seeking approval of the Wireless Communication Facility detailed herein to permit an existing 300 foot guyed tower (the "Tower") at 111 SW Hook Rd, Lee's Summit, MO 64082. The Tower was originally constructed pursuant to a Special Use Permit with a term running until 2009. The Tower was acquired in 2005 by American Tower, which renewed the Special Use Permit in 2010 for a term that expires in May 2019. The Tower has been in operation since this original approval and has been serving the surrounding community's wireless cellular needs for the past twenty years.

American Tower is aware that the existing Special Use Permit for the Tower is due to expire and in need of renewal to permit the Tower's continued use under the City's Unified Development Ordinance (the "Ordinance"). As American Tower takes compliance very seriously and endeavors to continue providing wireless telecommunication services to residents of Lee's Summit, we are seeking to obtain renewal of the Special Use Permit required by Lee's Summit to keep this Tower in full compliance.

#### II. <u>DESCRIPTION OF FACILITY</u>

As the wireless communication Tower is already physically existing at this location, all equipment mentioned herein is "existing." American Tower leases a 90 foot by 60 foot area (the "Leased Area") on the subject property, within which there is a telecommunication compound. The compound is surrounded by a 6 foot tall chain link fence, which allows access to the site through a 12 foot wide gate on the northwestern side.

The facility consists of a 300 foot guyed Tower, which hosts major wireless service carrier AT&T at multiple height levels between 170 and 300 feet.

The Tower is located in a spot that minimizes its visual intrusiveness to the surrounding community. Positioned as the lone structure on an estimated 3.48 acre Agriculturally zoned parcel, the 300 foot Tower is currently surrounded by rural land as well as select commercially zoned properties. The Tower facility is screened all around by trees existing on the property. Its location on the subject property places the Tower over two miles from the nearest 90 foot-plus tower in the area as well as sufficiently out of reach from any current or future residential zones. Based on the City's comprehensive plan, the neighborhood is planned for future commercial use rather than residential use. The Tower will not pose a danger to these surrounding properties nor will it be visually intrusive to them.

#### III. BENEFITS OF THE PROPOSED FACILITY

The continued existence of the wireless communication facility at this location is in harmony with the intent and purpose of the City's Ordinance and will continue to be a benefit, not a detriment, to the public. The Tower serves to fill a need of the community in a minimally intrusive manner. It decreases the need for additional new wireless facilities in the community and will increase wireless coverage. The availability of wireless communication service enhances community safety and is increasingly relied upon by civil defense and other safety officers as well as the general public in times of crisis, natural disaster, bad storms or similar circumstances. Wireless communication service also provides a convenience to residents and is an attractive feature and service to businesses. The proposed facility, by providing these services to the City, will promote the health, safety, convenience and general welfare of the inhabitants of Lee's Summit.

The direct and indirect financial benefits of reliable wireless service to the City are indicative of the nature of its use by the public and private sector. A wireless communication facility promotes the general welfare and encourages business investment by providing a desirable and convenient service to current businesses. American Tower's facility also further benefits the public interest because wireless communication capabilities remain highly attractive to prospective residents and businesses. Finally, the City will continue to benefit from tax revenue generated by the facility.

#### IV. COMPLIANCE WITH CRITERIA FOR SPECIAL EXCEPTION

The Tower requires a renewed Special Use Permit in accordance with Sec. 6.1200 of the Ordinance. Under Sec. 6.650, in taking action on an application for a Special Use Permit, the Commission and Council may give consideration to a variety of criteria. Compliance with these criteria for approval is set forth below, with the Applicant's commentary **in bold**:

#### 1. Character of the neighborhood:

The Tower facility is entirely compatible with the character of the neighborhood. The surrounding neighborhood is currently comprised of undeveloped rural land with select commercially zoned properties. The Tower fits in appropriately in this area, blending in aesthetically and offering wireless service in a nonintrusive manner to surrounding properties. Based on the City's Comprehensive Land Use Plan, the subject neighborhood is scheduled to continue developing commercially over time. This Tower will be paramount to providing continued necessary wireless service to existing and future commercial businesses in the neighborhood, and will serve as an attractive resource for businesses considering locating there in the future.

2. Compatibility with adjacent property uses and zoning:

The Tower facility is fully compatible with adjacent property uses and zoning. The property directly to the west is an Agriculturally zoned electric transformer station. The property directly south is a Planned Commercial Services property which serves as an animal clinic facility. To the north is undeveloped property zoned Planned Community Commercial. The properties across Highway 291 to the east are similarly zoned Planned Community Commercial and Planned Commercial Services. The Tower compliments these surrounding uses by providing wireless service in a safe and nonintrusive way, and will continue to do so as the neighborhood grows potentially more commercial.

3. Suitability of the property for which the special use is being requested:

The subject property remains suitable for the operation of the Tower. The Tower has been operating on this property for nearly twenty years, having become a reliable source for wireless service to the surrounding neighborhood. Being the sole facility on the 3.48 acre parent parcel, the Tower facility is screened all around by tree life existing on the property. Its location on the subject property places the Tower over two miles from the nearest 90 footplus tower in the area as well as sufficiently out of reach from any current or future residential zones according to the City's Comprehensive Land Use Plan.

4. Extent to which the proposes use will negatively impact the aesthetics of the property and adjoining properties:

The Tower does not negatively impact the aesthetics of the property or surrounding properties. The surrounding area is characterized by undeveloped rural land along with some commercially developed land to the south and across the highway to the east. The Tower's equipment compound is screened by existing tree life on the property to minimize any potentially negative visual effects of the equipment. The Tower fits in well in this neighborhood and is not an aesthetic liability among current or future surrounding uses.

5. Extent to which the proposed use will injure the appropriate use of, or detrimentally affect, neighboring property:

The Tower will not injure the appropriate use of or negatively affect neighboring property. It is structurally compliant with all local, state, and federal regulations as certified by a

Missouri licensed engineer and is regularly maintained by qualified technicians to assure that it does not pose any safety risk to neighboring properties. The Tower will continue to provide the community with effective wireless service in a manner that does not interfere with surrounding property uses nor pose a danger to adjacent properties.

6. Impact on the street system to handle traffic and/or parking:

The Tower will not cause additional foot traffic in the neighborhood. American Tower nor its customer carriers will have any permanent employees at the wireless service facility, so there will be no discernible impact on traffic. The only traffic to the facility will be for routine service to ensure that the wireless communications equipment remains in good working order.

7. Impact of additional storm water runoff to the existing system or to the water shed area if no storm sewer is available:

The continued existence of the Tower will not alter the existing storm water runoff system or watershed area.

8. Impact of noise pollution or other environmental harm:

The Tower does not generate objectionable noise, vibration, smoke, dust, odors, heat, glare or other effects that might injure adjacent properties. The Tower is regularly maintained by qualified technicians to assure that the equipment operates at optimal condition so that no threat of explosion, fire or other danger to life or property occurs.

9. Potential negative impact on neighborhood property values:

The Tower does not negatively impact neighborhood property values. Rather, it bolsters values by providing convenient and attractive wireless service to residents and businesses.

10. Extent to which there is a need of the proposed use in the community:

This Tower is necessary for the continued provision of wireless service to the surrounding community. As the only Tower in the immediate neighborhood, it has been a primary source of wireless service in the community for nearly twenty years. Indeed, it is the only tower over 90 feet high within the surrounding two miles of its siting. The Tower both transmits wireless service to users and serves as a communication center for the local AT&T wireless service network via its multiple dish panels. Continued wireless service is hugely beneficial for personal and business purposes to the individuals and commercial entities in neighborhood and therefore to the community overall.

11. Economic impact on the community:

The Tower positively impacts the community's economic welfare. It encourages business investment in the community by providing a desirable and convenient service to existing

businesses. American Tower's facility also further benefits the public interest because wireless communication capabilities remain highly attractive to prospective residents and businesses. Finally, the City will continue to benefit from tax revenue generated by the facility.

12. Extent to which public facilities and services are available and adequate to satisfy the demand generated by the proposed use:

The Tower does not threaten the City through demand generated for which public facilities and services are required. Unlike a new business or residence, American Towers' use is passive. There will be no additional burden on municipal services, such as sewers, police, or fire protection. The proposed facility requires no water or sewer services, and will not generate objectionable noise, vibration, smoke, dust, odors, heat, glare or other effects. No additional foot traffic will occur in the neighborhood. American Tower and AT&T will not have any permanent employees or customers at the wireless service facility, thus there will be no discernible impact on traffic. This is a use that may be continued without increasing demands upon municipal services.

13. Comparison of the benefit gained to the public health, safety and welfare of the community if approved versus the hardship imposed upon landowner if the requested application is denied:

The Tower serves to fill a need of the community in a minimally intrusive manner. It decreases the need for additional new wireless facilities in the community and increases wireless coverage. The availability of wireless communication service enhances community safety and is increasingly relied upon by civil defense and other safety officers as well as the general public in times of crisis, natural disaster, bad storms or similar circumstances. Wireless communication service also provides a convenience to residents and is an attractive feature and service to businesses. The Tower facility, by providing these services to the City, will promote the health, safety, convenience and general welfare of the inhabitants of Lee's Summit.

14. Conformance to the UDO, and current policies and ordinances:

The Tower is in substantial compliance with the Uniform Development Ordinance and current policies. The Tower is allowed by Special Use permit in its current location under Sec. 6.020 of the Ordinance. It is certified by a Missouri licensed engineer to be structurally compliant and in conformance with all applicable construction standards set forth by City code, state and federal law as required by Sec. 6.1200(F)(2). It was personally inspected as recently as May 2018 by a Missouri licensed American Tower engineer and deemed fully compliant with ANSI-TIA/EIA-222 regulations. The Tower is compliant with Sec. 6.1200(F)(3)(c) separation requirements, as it is over two miles away from any other telecommunication tower over 90 feet tall and well over one and one-half times its height distance from any existing residential use. The Tower is currently legally nonconforming with regard to setback regulations, being setback from property lines a distance less than its 300 foot height. However, in the extremely unlikely event of failure, the Tower is designed to collapse within a radius of 150 feet, substantially mitigating setback shortages. The Tower's

guy anchors are compliant with the applicable 10 foot setback requirement, and its accessory equipment is compliant with underlying Agricultural district setback regulations. The Tower facility is also in conformance with security fencing, design, lighting and landscaping requirements for telecommunication facilities set out under Sec. 6.1200.

15. Consistency with permitted uses in the area in which the special use is sought:

The Tower facility is consistent with permitted uses in the area in which the special use is sought. The subject property is surrounded by undeveloped agricultural land and commercial development. There is an animal clinic facility to the south, an electric transformer station to the west, and a group of commercial businesses across the highway to the east. The Tower provides effective wireless service to these commercial facilities in a non-visually intrusive manner that does not conflict with the character of the neighborhood.

#### IV. DURATIONAL TERM

American Tower is seeking an unlimited durational term for this Special Use Permit pursuant to Senate Bill No. 650 enacted by the Missouri General Assembly in 2014. Missouri Senate Bill No. 650 prohibits permitting authorities from placing expiration dates on telecommunication tower permits. Specifically, under Sec. 67.5094 (14), "in order to ensure uniformity across the state of Missouri with respect to the consideration of every application, an authority shall not limit the duration of the approval of an application." S.B. 650, 2014 General Assembly, Second Reg Sess. (MO. 2014). Based on this Missouri state law, this Special Use Permit is respectfully being requested without a set term or expiration date.

#### V. <u>CONCLUSION</u>

This Tower has been a constant in the neighborhood for over twenty years, with the surrounding community growing up with it and relying on its presence for wireless service. Its longstanding existence on the property and its consistent service reliability speak to its belonging in community. The proposed Tower, if renewed, will continue to have a great benefit to the community in the form of top-quality wireless service and enhanced access to emergency services.

For the foregoing reasons, as well as to satisfy the mandate of the Federal Government to facilitate competition in the wireless communications industry as set forth in the Telecommunications Act of 1996, codified at 47 U.S.C. §332(c)(7)(B), the Applicant respectfully requests that Special Use Approval be granted in order to allow the continued operation of the proposed wireless communications facility.

# EXPLANATION IN SUPPORT OF APPLICATION FOR SPECIAL COMMUNICATION FACILITY APPROVAL

**APPLICANT:** American Tower Asset Sub II, LLC

**SITE ADDRESS:** 111 SW Hook Rd, Lee's Summit, MO 64082

**ZONING DISTRICT:** Agricultural/M-150 Corridor Development Overlay District

The Tower requires a renewed Special Use Permit in accordance with Sec. 6.1200 of the City's Unified Development Ordinance (the "Ordinance"). Under Sec. 6.1200(F)(3) of the Ordinance, in taking action on an application for a Special Use Permit for a Telecommunication Tower, the Planning Commission and City Council may give consideration to a variety of criteria. Compliance with these criteria for approval is set forth below, with the Applicant's commentary in **bold**:

#### A. Setbacks

The Tower was constructed prior to 2001 and is currently legally nonconforming with respect to the City's tower setback regulations under Sec. 6.1200 (F)(3)(a). The 300 foot Tower's setback distances from property lines are 265 feet to the east, 243 feet to the north, 169 feet to the south, and 60 feet to the west. In the extremely unlikely scenario that the Tower fails, however, it is designed to collapse within a radius of only 150 feet, per Missouri licensed engineer Brendan Smith's certified letter. As a result, the setback shortages are substantially mitigated by the Tower's collapse design. The Tower's accessory equipment buildings are in compliance with applicable Agricultural setback requirements under Sec. 6.040, with setback distances well over 50 feet to the east, north, and south, and roughly 50 feet to the west.

### B. Guy Anchors

This Guyed Tower is compliant with the requirement under Sec. 6.1200 (F)(3)(b) that guy anchor foundations be setback a minimum of 10 feet from all property lines.

#### C. Separation Distances

The Tower is compliant with Sec. 6.1200 (F)(3)(c) separation requirements. The Tower is over two miles away from any other telecommunication tower over 90 feet tall. It is also located well over one and one-half times its height distance from any existing single-family or two-family dwellings, any property zoned for single-family or two-family residential use, and any property where the future use indicated by the City's Comprehensive Plan is low density residential use.

#### D. Lighting

This Tower is over 200 feet tall and is thus appropriately lit pursuant to FAA lighting regulations.

### E. Signage

The signage at the Tower is limited to ownership, contact information, the FCC antenna registration number and any other warning signs required by the FCC

### F. Landscaping

The Tower facility is surrounded by existing tree life on the property that effectively screens the view of the tower base and accessory equipment from all adjacent property. Additionally, the Tower is located in an area where its visual impact is inherently minimal given the nature of the neighborhood and surrounding uses.

### G. Parking and Drives

The Tower facility is equipped with a paved parking area and 14 foot wide access way in accordance with the City's UDO.

### H. Security Fencing

The Tower facility is appropriately enclosed by a six foot high chain link fence with barbed wire to prevent climbing.

### I. Visual Impact

The Tower facility is located in a spot that limits its visual intrusiveness to the community. It is specifically located in a rural area with select commercial developments, inherently limiting its visual intrusiveness. The tree life on the subject property effectively screens the Tower's base and accessory equipment compound from adjacent properties. As the only Tower over 90 feet within the surrounding two miles, the Tower's 300 foot height is necessary to ensure the continued provision of effective wireless service to the neighborhood. Not only is this Tower a longstanding source of wireless service, it has also negated the need for a greater number of towers at lower heights spread throughout the neighborhood.

#### J. View of Accessory Equipment

There is no equipment not used in direct support of the Tower facility stored or parked on the site of the facility, nor will there be be unless repairs to the facility need to be made.

#### K. Design

The design of the Tower facility allows it to effectively blend into the surrounding environment. The base of the guyed style Tower and its accessory equipment are screened on all sides by trees that limits the facility's potential visual intrusiveness to nearby properties. The Tower is painted red and white in accordance with FAA requirements.

### PL2019-147 SUP renewal for telecom tower 111 SW Hook Rd





### The City of Lee's Summit

220 SE Green Street Lee's Summit, MO 64063

### **Packet Information**

File #: 2019-2927, Version: 1

Presentation - MC Power Solar Services Agreement

#### Issue/Request:

City staff has been working with MC Power to identify the potential placement of solar facilities on City-owned properties and facilities and has developed a list of facilities that will benefit the City in cost savings and provide environmental benefits.

#### **Key Issues:**

[Enter text here]

#### Background:

Early 2017 - Zachary Burton, a Lee's Summit High School student approached the City to consider the installation of photovoltaic solar power for the Animal Control Facility.

June 15, 2017 - Zachary Burton presented his research on the benefits of installing solar panels at the animal control facility. The Council directed staff to work with Zachary and prepare a RFP to solicit proposals to install solar panels at the Animal Control Facility.

December 24, 2017 - the City executed a "Build, Operate and Lease Agreement with Option to Purchase" with MC Power Company, Inc., which provided for the placement of solar facilities at the Animal Control Facility.

July 2018 - The animal control solar project was completed and placed into service.

December 12, 2018 - the Community and Economic Development Committee (CEDC) of the City Council received an update on the Animal Control Facilities solar project from representatives of MC Power Company, at which time the CEDC also learned that the KCP&L Solar Power Rebate Program continues to provide solar power rebates in limited quantities.

December 18, 2018 - the City Council approved Resolution No. 18-22 which directed staff to file one or more applications with KCP&L for the KCP&L Solar Power Rebate program, to request rebates for the City's potential use of photovoltaic solar panels on City-owned facilities in anticipation implementing the request for qualifications that was authorized by the same Resolution

January 11, 2019 - the City issued Request for Qualifications No. 2019-044 and in response MC Power submitted a Statement of Qualifications on January 25, 2019.

### Impact/Analysis:

[Enter text here]

### File #: 2019-2927, Version: 1

David Bushek, Chief Counsel of Econ. Dev. & Planning Office of the City Attorney Mark Dunning, Asst. City Manager, Development Services & Communications Dawn Bell, Project Manager Loren Williamson, MC Power Lindsay Case, MC Power

Recommendation: [Enter Recommendation Here]

<u>Committee Recommendation:</u> [Enter Committee Recommendation text Here]

# Solar Services Agreement

Staff Presentation to City Council August 6, 2019





### Order of Presentation

- 1. Service Agreement Summary
- 2. Proposed Solar Facilities
- 3. Comments from MC Power



### 1. SERVICE AGREEMENT SUMMARY

Parties; Structure; Key Terms; City Risks and Obligations

### <u>Parties</u>

- "Provider" is Lee's Summit Solar, LLC, subsidiary of Gardner Capital (Springfield)
- "Operations and Maintenance Provider" is MC Power (Lee's Summit)
- "Receiver" is the City

### Structure – Placement of Facilities

- Facilities selected by City are "Sites"
- Provider purchases Solar Facilities based on selected Sites and solar capacity of each Site
- Purchases made in coordination with Investors (Federal tax credits)
- O&M Provider assembles at Sites
- Provider owns all Solar Facilities
- City provides License for each Site



### Structure - Payments by City

- City pays monthly Service Charge
- 95% projection guarantee
- Service Charge is reduced in proportion to energy output if lower than 95%
- Power generation evaluated annually with 2year look-back period
- Service Charge covers all O&M costs
- Not a Lease, service contract only



# Key Terms of Agreement

- Overall 20-year commitment
- City may sell property, move Solar Facilities
- Must keep solar in service for years 1-5
- After year 5, out of service at City option
- Provider pays all taxes
- "Net-Metering," no electric resale by City



# Key Terms of Agreement

- No City maintenance, "don't touch"
- Existing Solar Tax Credits factored into payments
- New incentives split equally
- City approval required to assign Provider obligations
- Termination: City option to purchase, or remove at Provider's cost



# Risks and Obligations

- Must be continuously in service for first
   5 years
- 20 year commitment, based on Provider financing structure
- No early termination
- Service payments made when solar facilities voluntarily out of service





### 2. PROPOSED SOLAR FACILITIES

Placement of Solar Arrays on City Properties

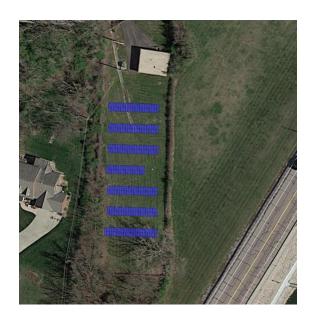
# Water Department Facilities

Scruggs Road Lift Station (Ground Mounted)

2211 NE Scruggs Road

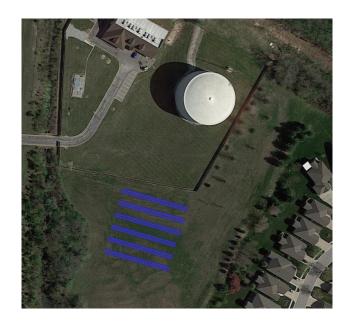
Bowlin Road Pump Station (Ground Mounted)
4801 NE Maybrook Road





### Water Department Facilities

South Terminal Pump Station (Ground Mounted) Legacy Wood Lift Station (Ground Mounted)
3000 NE Legacy Wood Drive





### Water Department Facilities

Tudor Road Pump Station (Ground Mounted)

1751 NE Tudor Road



High Service Pump Station (Ground Mounted)

701 NW Main Street



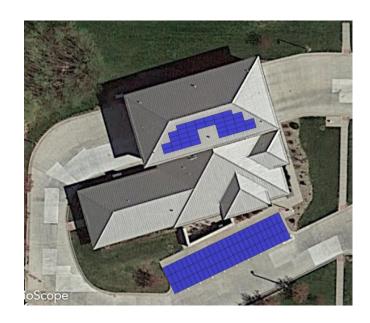
### Fire Department Facilities

Fire Station 1 (Roof Mounted - with Roof Replacement)
207 SE Douglas Street

Fire Station 2 (Roof Mounted and Canopy system)

2000 NE Rice Road





# Fire Department Facilities

Fire Station 6 (Canopy System)

101 Blackwell Road

Fire Station 7 (Canopy System)
2100 SW Scherer Road





### Admin/Public Works Facilities

City Hall (Roof Mounted)
220 SE Douglas Street

Maintenance Facility (Roof and Ground Mounted)

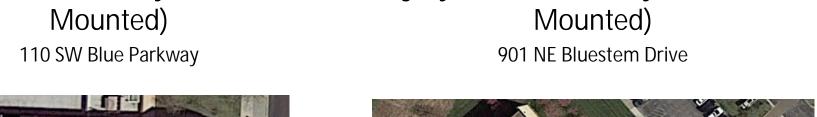
1971 SE Hamblen Road

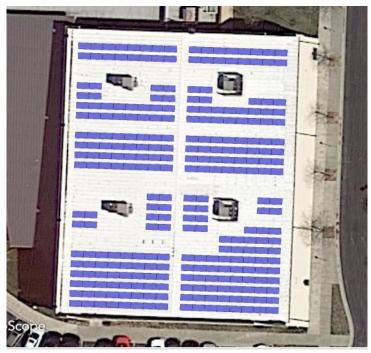




### Parks Department Facilities

Harris Park Community Center (Roof Mounted)







Legacy Park Community Center (Roof

# Parks Department Facilities

Longview Community Center (Roof Mounted)

3801 Longview Road





# Setback Modifications Required

- The following projects will require Preliminary
   Development Plan approval for setback modifications
  - The UDO only allows for Ground-Mounted equipment in the rear yard
    - South Terminal Pump Station (side yard)
    - Tudor Road Pump Station (side/front yard)
    - Fire Station 2 (side yard)
    - Maintenance Facility (side yard)
    - High Service Pump (either location side yard)



### Solar Benefits

- Over life of system reducing 106,250 tons of CO2 will be eliminated from their footprint
  - Which is equivalent to:
    - Planting 2,475,000 trees
    - Reducing driving miles by 212,500,000 miles
    - Recycling 325,000 tons of waste instead of sending to landfill
    - Displacing CO2 emissions from 12,037 homes
    - Not using 103,537,000 pounds of coal

### Financial Benefits

						Annual Solar	Annual Energy		
	Building	Offset	kW Size	kWhs Produced	Туре	Services	Savings	Est. Rebate	Net Year 1
1	Scruggs Lift Station	38.14%	74.50	105,335.55	Ground	\$12,387.00	\$12,287.65	\$18,625.00	\$18,525.65
2	Bowlin Pump	58.99%	98.70	125,566.14	Ground	\$16,410.00	\$16,914.28	\$24,675.00	\$25,179.28
3	South Terminal Pump	37.61%	196.70	286,159.16	Ground	\$32,705.00	\$32,658.04	\$37,500.00	\$37,453.04
4	Legacy Woods Lift	73.28%	35.90	53,142.77	Ground	\$5,969.00	\$5,451.54	\$8,975.00	\$8,457.54
5	High Service Pump	25.05%	474.70	694,011.40	Ground	\$69,000.00	\$60,945.62	\$37,500.00	\$29,445.62
6	Tudor Pump	40.27%	314.00	463,244.20	Ground	\$52,208.00	\$52,310.11	\$37,500.00	\$37,602.11
7	Fire Station 2	56.86%	39.30	53,047.14	Canopy & Roof	\$6,535.00	\$5,013.09	\$9,825.00	\$8,303.09
8	Fire Station 1	19.47%	59.30	81,276.58	Roof	\$9,859.00	\$7,247.49	\$14,825.00	\$12,213.49
9	Fire Station 6	65.59%	51.10	66,338.02	Canopy	\$8,496.00	\$6,685.16	\$12,775.00	\$10,964.16
10	Fire Station 7	67.10%	56.60	77,185.42	Canopy	\$9,410.00	\$7,626.28	\$14,150.00	\$12,366.28
11	Harris Park	30.75%	95.20	130,090.80	Roof	\$15,329.00	\$11,993.49	\$23,800.00	\$20,464.49
12	Legacy Park	14.89%	164.90	224,709.23	Roof	\$27,418.00	\$20,077.05	\$37,500.00	\$30,159.05
13	Longview	44.15%	148.00	185,429.20	Roof	\$23,606.00	\$17,615.77	\$37,000.00	\$31,009.77
14	Fleet Operations	25.06%	313.30	444,598.02	Roof & Ground	\$52,092.00	\$50,529.53	\$37,500.00	\$35,937.53
15	City Hall	8.33%	129.40	174,379.44	Roof	\$21,526.00	\$14,515.06	\$32,350.00	\$25,339.06
			2,251.60	3,164,513.07		\$362,950.00	\$321,870.16	\$384,500.00	\$343,420.16

Fire Station 1 Roof \$11,217.00

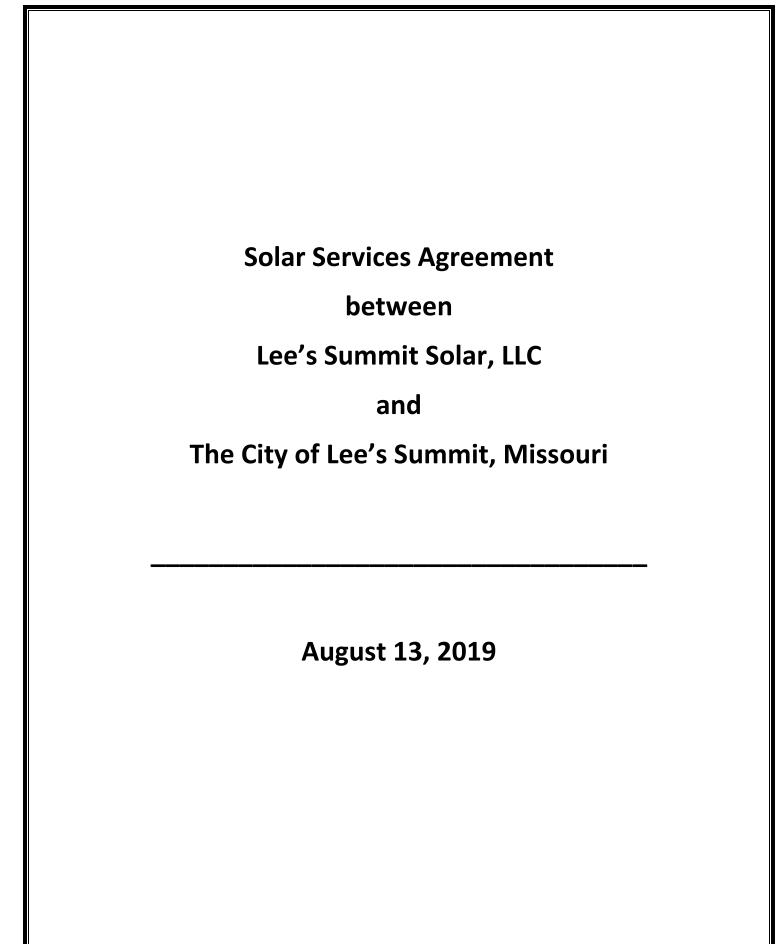




### 3. COMMENTS FROM MC POWER

Answers to Questions





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#### **Solar Services Agreement**

This **Solar Services Agreement** dated this 13th day of August, 2019 (the "Agreement"), by and between Lee's Summit Solar, LLC, a Missouri limited liability company, as the Services Provider (the "**Provider**"), and the City of Lee's Summit, Missouri as the Services Recipient (the "**Recipient**").

**WHEREAS**, the Recipient is the owner of the real property and improvements collectively identified as the Site described in each License Agreement executed pursuant to the terms of this Agreement; and

WHEREAS, Recipient desires to receive solar electric power from a Solar System; and

**WHEREAS,** Provider has significant experience in designing, acquiring, operating, and maintaining such Systems, and is willing to provide such a System for Recipient which will include the design, operation and maintenance of such System; and

WHEREAS, the parties further agree that Provider will remain the owner of the Solar System but Recipient will receive all electric power generated by the Solar System and will have total discretion as to how much of the power it uses and when it uses said power (so long as it does not jeopardize the ability of the System to earn federal solar tax credits), or whether it sells any excess power pursuant to a Net Metering Agreement, and that discretion to use power or not use power, shall have no impact on the amount of the Service Fees paid to Provider; and

**WHEREAS,** Recipient shall not resell any power generated by the System to any other user except its Local Utility pursuant to a Net Metering Agreement; and

**WHEREAS**, Provider and Recipient agree that the System will be designed and constructed so that Recipient is the sole and exclusive user of said power and that no other person or entity shall be entitled to access said power and will, in fact, be denied access to said power; and

**WHEREAS,** the parties agree that the System will be located exclusively on properties owned by Recipient; and

WHEREAS, the parties hereby agree that this Agreement shall be treated as a services contract for federal tax purposes pursuant to Section 7701(e) of the Internal Revenue Code and is not intended to be a lease under federal law.

**NOW, THEREFORE,** in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, Provider and Recipient agree as follows:

#### **Article I. Definitions**

#### Section 1. <u>Definitions</u>.

"Actual Production" means for any period, the actual net energy production measured in kWhac.

"Actual Annual Energy Production" (sometimes referred to as "Actual Annual Production") means the actual net energy production measured in kWhac produced by the Solar System for a contract year during the term of this Agreement. Industry standards measure production in kWhac. If the System is taken out of service for any period of time for any reason at the request of Recipient, Production shall include the Production that would have occurred had the System not been taken out of service.

"Actual Energy Consumed" means that portion of the Actual Energy Produced which is used by Recipient as Recipient has complete discretion as to when and how much of the available solar energy it takes from the System so long as it does not request that the System be taken out of service in a manner which would endanger the ability of the project to earn federal solar tax credits and further provided that Recipient pays for all power and Services that could have been provided but for Recipient's request that it not be.

"<u>Calendar Year</u>" means January 1 through December 31 of each year. The first calendar year shall be a "short" year starting with the Solar Operations date and running through December 31 of that year. It shall also be a "pro-rated" year for determining performance and compliance with the provisions of this contract which are based upon a calendar year.

"<u>Delivery Point</u>" means the delivery point of solar electricity produced by the Solar System within the Site's electric System on Recipient's side of the Site's utility meter.

"Effective Date" means the date this Agreement is signed by all Parties.

"Event of Default" has the meaning given to it in Sections 15 and 16.

"Fair Market Value" has the meaning given to it in Section 17.

"Force Majeure" has the meaning given to it in Section 24.

"Insolation" means the amount of kWhs per square meter falling on a particular location, as published by the National Renewable Energy Laboratory.

"Interconnection Agreement" means the Interconnection Agreement between the Recipient and its Local Utility.

"kWhac" means a kilowatt-hour of alternating current, electric energy.

"kWdc" means a kilowatt of direct current, electric energy. Industry standards measure System Size in DC.

"License Agreement" shall have the meaning set forth in the attached License Agreement.

"Local Utility" means KCP&L.

"<u>Local Utility Solar Incentive</u>" means the Solar Power Rebate program that is provided by KCP&L to Recipient pursuant to applications made by Provider on behalf of Recipient prior to and during the Term of this Agreement

"Local Utility Rebate Application" means the application required by the Local Utility to be filled out by Recipient in order to qualify for the Local Utility Solar Incentive.

"Net Metering" has the meaning provided in Section 386.890 of the Missouri Statutes as well as any other applicable state or federal statutes or rules or regulations, or any subsequent legislation concerning net metering.

"Net Metering Agreement" means the net metering agreement entered into between Recipient and KCP&L Greater Missouri Operations Company.

<u>"Operations and Maintenance Provider" or "O&M Provider"</u> means the Provider, or any subcontractor who has entered into a contract with Provider, to provide operation and maintenance of the System.

"Option to Purchase" means Recipient's option to purchase the Solar System from Provider pursuant to the terms set forth in Section 17.

"Owner of Provider" means GC Solar MM, LLC.

"<u>Permits</u>" shall mean all governmental permits, licenses, certificates, approvals, variances and other required items necessary for the installation, operation and connection of the Solar System.

"<u>Premises</u>" means that portion of the rooftop of a building or other property located on the Site as depicted in the License Agreement, upon which Provider and its agents will have a license for purposes of locating, constructing, installing, accessing and maintaining the Solar System, the location and dimensions of which shall be subject to Recipient's prior approval.

"<u>Projected Annual Energy Production</u>" (sometimes referred to as "Projected Annual Production" or "Projected Production") means the amount of kWhac set forth on the Summary Term Sheet and Exhibit B, which is Provider's best estimate of the annual energy output to be produced by the Solar System at the Site.

"Property" means the Site, Premises and Access Property collectively.

"Performance as Warranted by Provider" has the meaning given to it in Section 12.

"Provider" has the meaning given to it on page 1 of this Agreement.

"<u>PVSyst Report</u>" means a photovoltaic system report setting forth projected production for a specific system at a specific location based on the design and construction of the system and the historic weather patterns.

"PVSyst Analysis Report" means a subsequent inspection and analysis of a system to determine the actual as opposed to projected performance of the system and the causes thereof.

"Replacement of Solar System" means the right of Provider to determine whether any component of the System as a whole should be replaced at Provider's cost so long as any replacement does not adversely affect Recipient. Provider shall be obligated to reimburse Recipient for any economic loss unless the cause of the loss was beyond Provider's control.

"Services Charge" or "Services Fee" means the monthly payment from Recipient to Provider required by Section 5.

"Services" means the services that Provider shall provide to Recipient in order for Recipient to receive the power generated by the System, including but not limited to:

- (1) the engineering and design of a grid-connected photovoltaic solar electric generating system, consistent with Recipient's goals;
- (2) analysis of reports or other materials from Recipient for Provider to evaluate whether Recipient's roof or other property is suitable for the proposed installation;
- (3) the acquisition of all components for the Solar System;
- (4) all construction related management services;
- (5) the construction and installation on Recipient's property of the Solar System;
- (6) procurement and maintenance of all necessary governmental and third party approvals, including but not limited to the Permits (as that term is defined herein) relating to the Solar System;
- (7) assisting with the implementing of an Interconnection Agreement with the Local Utility and where applicable a Net Metering Agreement;
- (8) internet monitoring of the System's performance to discover any malfunctions or failures to operate properly;
- (9) testing of the System's performance to discover any malfunctions or failures to operate properly;
- (10) maintenance of the System, including repairing the System, all at Provider's sole cost and expense as part of the Services being provided to Recipient, in order that Recipient can receive and use the power generated by the System;
- (11) receipt of the electric energy generated by the System.

"Site" means each parcel of real property and improvements described in each License Agreement executed pursuant to this Services Agreement as set forth in Exhibit A. The parties acknowledge that the Site may expand and contract as properties are added to or removed from the Solar Operations on multiple City properties.

"Solar Facilities" means that portion of the Solar System which is located on any single parcel of property owned by Recipient.

"Solar Operations" means the operation of the System which will begin on the day in which the first Solar System begins operation and can be operated on a sustained basis and Provider is in receipt of all approvals, signoffs and Permits required by any governmental authorities and the Recipient's Local Utility for the generation of solar energy.

"Solar Operations Date" shall be the date upon which the Solar System begins Solar Operations. Provider shall provide Recipient not less than three (3) Business Days prior notice of the first day of the Solar Operations Date.

"Solar Services Agreement" means this Agreement, including any Exhibits or Schedules attached hereto and each License Agreement that is executed in connection with this Agreement.

"Solar System" means the electric power generation as well as the electric power generation equipment, including, without limitation, solar panels, mounting racks, brackets, substrates or supports, power inverters and micro-inverters, optimizers, equipment, metering equipment, controls, switches, connections, conduit, wires and other equipment connected to the Delivery Point, installed by Provider on the Site for the purposes of allowing Recipient to receive the electric power produced by the System and for the purpose of providing Provider with the ability to provide the additional and related services under this Agreement.

"System" means the cumulative services of providing the electric power and the Solar System.

"<u>Term"</u> shall commence as of the Solar Operations Date and shall continue for 20 years, and thereafter each successive renewal period, unless this Agreement is sooner terminated pursuant to its terms.

"Transfer" has the meaning given in Section 13.

#### Section 2. Terms of Agreement

The recitals and the definitions section shall be considered part of the terms of this Agreement. The Summary Terms Sheet has been prepared for the benefit of the parties but is not part of this Agreement and is not binding on the parties.

#### **Section 3. Solar Services Agreement**

The parties to this Agreement hereby agree that it is the express intent of the parties that this Agreement shall be treated as a services contract for the purposes of federal tax law and specifically for the purposes of Section 7701 (e) of the Internal Revenue Code and is not intended to be interpreted as a lease under federal law.

### Section 4. Exclusive Use of Power and Services to be Provided

Provider agrees to provide Recipient with the exclusive access to, and use of, the electric power generated from the Solar System. No person or entity not a party to this Agreement shall have access to said power or use of said power, such access and use being specifically prohibited under this contract. Resale of the power generated by the System is prohibited except for any Net Metering Agreement between Recipient and its Local Utility. The parties further agree that installation of the Solar System is necessary to carry out the purpose of this Agreement and allow Provider to provide the full range of services contemplated by this Agreement.

#### **Section 5. Payment for Services**

(a) Commencing on the Solar Operations Date and on the first (1<sup>st</sup>) day of each successive calendar month thereafter, during the Term, Recipient shall pay Provider, in advance, the monthly Services Charge as set forth in paragraph (b) of this Section. The first payment will be prorated in the event it is for a partial month. The Services Fee shall be adjusted as provided in paragraph (b).

- (b) The initial Services Charge shall be shall be \$\_\_\_\_ based on the number of Solar Facilities places on City properties and the scope of the System that will be placed into service at the commencement of this Agreement. The Services Charge shall remain as stated in the previous sentence until the City elects to place additional Solar Facilities on additional properties and add those Solar Facilities to the Solar System, at which time the Services Charge shall be revised to be an amount that the parties shall agree to in writing. Such written agreement for an increase in the Services Charge shall become part of this Agreement.
- (c) Recipient may wish to expand the system to include additional locations. If it is practical to amend the current contract to provide for the additional locations, this contract will be so amended. If, for financing, or other reasons, it is not practical to amend the contract, the parties will enter into a new or supplemental contract on the same terms and conditions of this contract with the possible exception of the Service Charges. The Service Charges will be dependent upon the size and configuration of any additional locations but the parties will strive to maintain same service charge on a kilowatt hour basis.
- (d) On or before the fifteenth (15<sup>th</sup>) day of January of each year during the Term, Provider shall prepare and submit to Recipient a statement setting forth the Actual Annual Energy Production for the preceding calendar year in order that any adjustment in the payment for Services can be made pursuant to Section 12.
- (e) The payment for Services shall be made without regard to the actual consumption of electricity by Recipient. Recipient may use all or a portion of the capacity of the Solar System or may periodically request that any of the Solar Facilities in the Solar System be taken out of operation, or the capacity of the Solar System be limited. In such case Recipient shall pay for the Services provided based on what the production of the System would have been but for any requested interruption of, or reduction in, Services.

### Section 6. Local Utility Incentives - Rebate

The Recipient is entitled to all rights, title and interest in and to the Local Utility Solar Incentive with the Local Utility, or any other local incentive provided by said Local Utility. Provider shall be responsible for ensuring that the Local Utility Solar Incentive is received by Recipient, and the Services Charge required by this Agreement is expressly conditioned upon the Recipient successfully receiving the Local Solar Incentive. In the event that all or any part of the Local Solar Incentive is not received by the Recipient for any part of the Solar System, then the Services Charge shall be reduced by an amount that shall fully compensate the City for such loss during the first full calendar year (January through December) of the Term.

#### **Section 7. Other Solar Incentives**

(a) All federal solar tax credits, accelerated depreciation and other federal income tax attributes relating to, or arising from the Solar System, on the date it is placed in service,

shall be the sole and separate property of the Provider. If additional incentives are provided by the state or federal government for projects that have previously been placed in service, such as the project in question, then those subsequent incentives shall be split equally between the Provider and Recipient, provided that in no event shall the application of this provision, adversely affect the existing federal solar tax credits, the existing tax treatment, or, the existing economic benefits from the system to the Provider or any investor in the project. In other words, such incentives must be shared in a way that results in a net economic gain to both the Provider, Recipient and any Investors.

(b) All certification or points toward certification under the Leadership in Energy and Environmental Design (LEED) program or any similar program for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions arising from the Solar System shall be owned by and inure solely to the benefit of Recipient.

#### **Section 8. License Agreement**

Simultaneously with the execution of this Services Agreement, Provider and Recipient shall execute the License Agreement attached hereto as Exhibit A pursuant to which Provider will have a license over and across the parcels on which Solar Facilities are placed pursuant to this Agreement for purposes of locating, accessing, constructing and maintaining the Solar System, all as more particularly set forth in the License Agreement.

#### Section 9. Installation, Operation and Ownership of the Solar System

- (a) Pursuant to the License Agreement and this Section 9, Recipient hereby consents to the installation of the Solar System on the Premises, including, without limitation, solar panels, mounting racks, brackets, substrates or supports, wiring and connections, power inverters, equipment, metering equipment and utility interconnections. Such installation shall be made in compliance with all approved plans and Permits. Recipient shall participate in the process of determining the size and production capabilities of the system and shall give notice of consent after reviewing the plans for safety and location on its premises but shall not otherwise participate in the actual engineering or design of the System. Such approval process shall not exceed thirty (30) days.
- (b) Provider shall cause (i) the installation of the Solar System to be completed in a good and workmanlike manner in accordance with generally accepted installation techniques, and (ii) the Solar System to begin Solar Operation on or before the Solar Operation Date, or as soon as reasonably practicable thereafter, subject in all events to Force Majeure. Recipient hereby agrees to execute and deliver all documents that are reasonably necessary for Provider to complete the installation of the Solar System and Provider agrees to reimburse Recipient for all costs (other than legal costs and fees) reasonably incurred by Recipient in connection with the review and execution of such documentation. Provider shall ensure that its installation of the Solar System does not, through any failure on its part to properly install the system, adversely affect or impair any roof warranty inuring to the benefit of the Recipient. Recipient shall verify that its

- roof system for each Solar Facility is capable of supporting the System and that a proper installation of the System will not void any warranties. Provider shall comply with all applicable laws governing the installation of the Solar System.
- (c) Provider shall be responsible for all costs and the performance of all tasks required for installation, maintenance and operation of the Solar System in accordance with all published specifications, the requirements of the Local Utility's Net Metering and Interconnection Agreement, and the terms of this Agreement and the License Agreement. The Provider will responsible for all costs associated with these performance tasks except for the Permits. Upon execution of this Agreement and the License Agreement, Provider shall commence pre-installation activities relating to the Solar System, which shall include, without limitation, obtaining all Permits, contracts, and Agreements required for the installation of the Solar System and preparation of all applications required for utility interconnection of the Solar System. Recipient agrees to cooperate with respect to any action Provider must take in the preparation of all applications and agreements required for such utility interconnection, including but not limited to executing and delivering any and all documentation requested by Provider that is reasonably necessary to effectuate such interconnection at Provider's expense and further provided that Provider reimburses Recipient for all costs reasonably incurred by Recipient in connection with taking any such action.
- (d) Ownership of the Solar System, and all improvements placed on the Premises by Provider shall remain titled in the name of Provider, and Provider shall be the owner of such improvements, unless an Option to Purchase is exercised at the expiration of the Term of this Agreement or the parties reach a mutually agreeable contract for sale of the System. The Solar System and all improvements placed on the Premises by Provider shall remain titled in the name of Provider and shall be removed by Provider at Provider's expense within thirty (30) days of expiration of this Agreement or earlier termination as provided herein. Provider shall, at its sole cost and expense, repair any and all damage caused by such removal. Recipient shall provide Provider with reasonable access to perform such removal.
- (e) During the Term, Provider shall be solely responsible for the operation, repair and maintenance of the Solar System. Neither the Recipient or any of its agents, representatives, affiliates, or employees shall physically engage with or come into contact with any portion of the Solar System, except in an emergency or if any apparatus presents a dangerous condition to property or persons, nor shall they in any way attempt to affect its operation, attempt any repair or maintenance of the System, or attempt to alter or upgrade it in any way.
- (f) As part of the monitoring of the System, the Operations and Maintenance Provider will monitor and respond to outages within four (4) days and shall use good faith and best efforts to repair the System within said four (4) days. However, if such repairs cannot be reasonably made within said four (4) days then the O&M Provider shall be allowed a

- reasonable time to complete the repairs so long as it is diligently pursuing said repairs. The O&M Provider shall also report the status of any System malfunctions or necessary repairs within (4) days of the occurrence.
- (g) The O&M Provider shall take commercially reasonable measures to notify Recipient and Provider of any actual or anticipated material adverse events within 48 hours of the time when the O&M Provider first knew or should have known of such event or the likelihood of such an event occurring.
- (h) Upon discovery of a condition or event that Recipient or the O&M Provider believes is both (i) reasonably likely to result in a material adverse event (material adverse event being defined as an event that results in or is likely to result in a reduction of 20% or more in of production of the System during the calendar month in which said event occurs) or material injury to third parties; and (ii) avoidable or susceptible to mitigation through the O&M Provider's commercially reasonable actions, then the O&M Provider shall, within a commercially reasonable time under the circumstances, dispatch personnel and otherwise use commercially reasonable efforts to safely and prudently mitigate such material adverse event or injury to third parties. The O&M Provider shall notify Recipient and the Owner as soon as circumstances dictate or reasonably allow.
- (i) Recipient shall give Provider the necessary information, and shall provide reasonable notice, if Recipient desires to change the operation of the System to affect such matters as, reducing the available energy generated by the system at given times, taking the system off-line, putting it back on-line or other reasonable actions related to its operation, provided such actions would not affect the entitlement to federal solar tax credits and with the understanding that such actions will not affect the Monthly Services Charges. Any changes pursuant to this subparagraph shall be implemented solely by Provider after consent by Recipient.
- (j) Provider may temporarily shut the System down for safety reasons and for any necessary maintenance or repair. As part of a temporary shutdown Provider may disconnect the interconnection with the Local Utility. During any such shutdown that is not caused by Recipient or Recipient's actions, Recipient is entitled to suspend any payment for Services or receive a credit against future payments for Services, as appropriate.
- (k) Provider shall not be responsible for any Hazardous Materials encountered at the Site unless said Hazardous Materials were brought onto the Site by Provider. Otherwise, any Hazardous Materials on the Site shall be the sole responsibility of the Recipient, and the Recipient shall indemnify and hold Provider harmless from any liability in connection therewith including costs and attorney's fees in the event Provider is included in any legal action involving such Hazardous Materials. Provider shall also be entitled to terminate the contract without further liability in the event Hazardous Materials are discovered on the Site.

- (I) Recipient shall notify Provider of any knowledge it obtains that suggests that the System is not operating properly, is malfunctioning, or has in any way been damaged.
- (m) After providing notice to Recipient of the intent to subcontract for any of the Services and after receiving the written consent by Recipient for such subcontracting, Provider may subcontract others to provide any of the Services or to fulfill any of its obligations under this Agreement but Provider shall remain solely liable for the performance of this Agreement.

#### Section 10. Improved Efficiencies to the System

In the event Provider is able to introduce operating efficiencies or technological improvements to the System or any of the Services provided hereunder, the Services Fee will not be reduced. Any such improvements shall be at the sole cost of the Provider and for the sole economic benefit of the Provider.

#### Section 11. Metering - Net Metering

Provider shall assist Recipient in coordinating with the Local Utility regarding the installation and maintenance of a separate bi-directional meter to permit Recipient to buy and sell power from and to the Local Utility, if applicable. Recipient agrees that it will not resell any power generated by the System to any person or entity other than the Local Utility.

Provider shall monitor production of power from its System and shall install any necessary equipment to enable the proper monitoring of the System and the measurement of power produced by the System.

# Section 12. <u>Provider's Warranty of the System and the Performance of the System and Adjustments to Services Fee</u>

It is the intention of the parties that Recipient pay only for Services received and that Recipient not pay for any Services not received. The Parties further understand that solar systems in general will vary in their production of power due to factors outside the control of the parties (e.g. weather) and that while the Annual Production of a System may be estimated or projected, it is difficult to establish the reasons why projected and Actual Production may vary. For this reason, the parties agree to define "compliance" or "acceptable performance" within certain parameters by calculating the Projected Annual Production of the System. The parties agree that weather shall be factored into the calculation of Projected Annual Production and shall not serve as an exception to the reduction in Services Fees as provided in paragraph (f) of this Section. Production may exceed 100% of projected production at times and at other times may fall below 100%. The Parties agree that so long as the System is producing 95% or more of the Projected Power then the Solar System and Services being performed are satisfactory under this Agreement and that the Recipient is not paying for Services not received. Provider is the owner of the Solar System and responsible for the maintenance and repair of said System and the provision of other Services. The Solar System and the maintenance and repair of the Solar System as well as all other Services to be provided by Provider shall be jointly referred to as the System (System

meaning the combination of the Solar System and all other Services to be provided under this contract including the power generated by the System).

- (a) So long as the Solar System is producing power on an annualized basis, at 95% or more of Projected Annual Production, the System will be considered as performing in a satisfactory manner and in compliance with this Agreement.
- (b) If Actual Annual Production is below 95% of Projected Annual Production, Provider shall thoroughly test the System to determine the cause of any discrepancy between Projected Production and Actual Production, and shall thereafter take whatever action is necessary and reasonably possible to boost the production of the Solar System so that it performs at no less than 95% of Projected Annual Production.
- (c) Recipient shall be entitled to an adjustment payment from Provider or, at Recipient's election, a credit against future Service Fees if the System performs at less than 95% over a two-year calendar period. Said payment or adjustment shall commence in January of the year following the failure to perform period.
- (d) Because solar array systems inherently have some variation in performance, the parties agree that in order to determine any adjustment payment or credit against future Services Fees, the parties will average the Actual Annual Production of the System over a two-year period to determine the extent of any shortfall in production and any adjustment in the Services Fee due. The production shall always be determined by taking the average of the current year's Actual Annual Production and the previous year's Actual Annual Production. By way of example, if the System performs at 95% for the first year at 97% for the second year, the production for said two-year period would be considered to be 96% and no adjustment would be due. If the system performs at 95% for the second year and 90% for the third year, then the actual production for the two-year period would be considered to be 92.5%. Recipient would be entitled to a credit of 2.5% of the Projected Annual Production for said two-year period and Provider would pay recipient 2.5% of the Projected Annual Production for said two-year period. Provider shall have the right, at any time, to have a photovoltaic System study (PVSyst Analysis Report) performed by an independent expert to determine the cause of any shortfall in production.
- (e) In order to determine the amount of any reimbursement due to Recipient due to the failure of the System to perform and 95% or more of Projected Annual Production for any year, the parties agree that the value of the lost energy for the entire Term of this Agreement will be \$\_\_\_\_\_\_ kWhac ("energy value component"). Next the parties shall take the projected kilowatt hours for the year in question and multiply that number times the energy value component. By way of example, if Actual Production was 92.5% for the period in question then the adjustment would be determined by calculating the total value of projected Annual Production and multiplying that number times 2.5% (the extent to which Actual Production was less than the warranted performance of the System the System is warranted at 95%). In this example, 2.5% of the Projected Annual Production

- for the two-year period in which a shortfall occurred would be paid by Provider to Recipient or credited against future Services Fees, at Recipient's choice.
- (f) Notwithstanding the forgoing, if Provider can show that the loss of production was due to some other cause resulting from the action of another party (e.g. Recipient letting trees grow to the point where they are partially blocking the sun or requesting a temporary shutdown of the System), then such loss of production from such cause shall serve as an exception to the reduction in Service Fees or payment from Provider toe Recipient as authorized in paragraph (f) of this Section. The burden of establishing that the shortfall was due to factors caused by a third party shall be on the Provider. Production shortfalls caused by weather conditions shall not be treated as a cause by a third party and shall be factored into the reduction in Service Fees or payment from Provider to Recipient as authorized in paragraph (f) of this Section.
- (g) The parties also acknowledge that the solar panels and other components of the System will naturally degrade over time and that actual performance will decrease and the performance warranted by Provider will be adjusted according to Exhibit B. The warranted performance for the first 5 years is 95% of Projected Annual Production. For years 6-10, the warranted performance will be 92% of the original Projected Annual Production. For years 11-15, the warranted performance shall be 89% of the original Projected Annual Production. For years 16-20 the warranted performance shall be 86% of the original Projected Annual Production. All other provisions of this Section shall apply to the duties of the Provider and the remedies of the Recipient except that the baseline performance levels required and warranted will be as adjusted as set forth in this paragraph.
- (h) The sole remedy for failure of the system to meet its projected production pursuant to this Section shall be an adjustment in the amount of the Services Charge as provided in this Section or the payment by Provider of an adjustment payment.

#### Section 13. <u>Transfer of rights and Property Interests</u>

- (a) Recipient hereby covenants and agrees that Recipient shall not assign its rights to receive Services in the System without the prior express written consent of Provider, which said consent shall not be unreasonably withheld. The transfer of any of Recipients property shall not be treated as an assignment of the right to receive Services as described in this paragraph.
- (b) Recipient shall give Provider at least thirty (30) days written notice of any intent to Transfer any property that is part of the Site, identifying the transferee, the property or portion of the Site to be transferred and the proposed date of the transfer. Thereafter, Provider may negotiate with the transferee to determine whether Provider elects to keep the Solar Facilities on such property or remove the Solar Facilities from the property to

be transferred. Provider shall pay for all costs associated with removing the Solar Facilities on such property or removing the Solar Facilities, at the election of Provider. During the first five years of this Agreement, Recipient may sell or transfer any property where the Solar Facilities are located, provided that such transfer shall not cause a recapture of the federal solar tax credit. In the event that Recipient seeks to sell or transfer any such property, the parties agree to work in good faith to coordinate and ensure that a recapture of the solar tax credits does not result from the transfer or sale. Recipient shall not be relieved of its obligation to pay for services as a result of any transfer or assignment, unless Recipient, Provider and any Assignee reach an agreement whereby Provider agrees to accept the Assignee as the party responsible for making payments for Services related to property transferred or assigned. During the Term, Recipient shall not transfer its right to receive the Services to any other party.

- (c) Recipient represents and warrants that as of the date of this Services Agreement, Recipient owns all properties that are included in the Site, has the right to place the Solar System on such properties, and any mortgage or encumbrance on such properties shall not interfere the placement of the Solar System on such property.
- (d) Prior to executing any mortgage or deed of trust encumbering the Site, Recipient agrees to obtain a written subordination agreement from its lender(s) expressly stating that such lender's interest in the Site is subordinate to Provider's ownership of the Solar System, and subordinate to this Agreement and the License Agreement. In the event Recipient does not obtain such a written subordination agreement, Provider shall have the right to terminate this Services Agreement as it applies to such encumbered property.
- (e) Provider hereby covenants and agrees that Provider shall not assign its obligations to provide the Services under this Agreement or its ownership rights in the system, without the prior express written consent of Recipient, which consent shall not be unreasonably withheld. Provider further agrees that the obligations of the O&M Provider under this Agreement shall not be assigned to another party without the prior express written consent of Recipient, which consent shall not be unreasonably withheld.

#### Section 14. Relocation or Replacement of the Solar System

- (a) If Provider and Recipient determine the Solar System must be relocated to an alternate location at any property within the definition of the Site during the Term, then upon such relocation the obligations of the parties shall remain as set forth in this Agreement. In the event of such a relocation, the party requiring the relocation shall be responsible for all associated costs of removal and reinstallation; and the parties agree to execute an amendment to this Agreement and the License Agreement to modify the location of the System and the access to the System by Provider for such property.
- (b) If temporary removal of the Solar System is required at Recipient's request on any property that is part of the Site due to Site work unrelated to the Solar System, Recipient

is responsible for all associated costs of removal and replacement, which removal and replacement shall be performed by Provider at Provider's then-prevailing rates for such service which shall be agreed upon in writing prior to the relocation work. During any period while the Solar System is off-line in connection with relocation, at the request of Recipient, Recipient shall continue to be responsible for all Services Fees due hereunder. Otherwise Recipient shall be relieved of the obligation to pay Services Fees during any period the System, or any portion thereof, is out of service.

- (c) Recipient agrees, at the request of Provider, and if within the reasonable control of Recipient, at Recipient's sole cost and expense, to promptly remove any interference with the Solar System's Insolation and access to sunlight, as such access exists as of the Solar Operations Date. Any such interference with the Solar System's Insolation or access to sunlight will cause a decrease in production and shall not be the responsibility of the Provider and the production lost as a result will be added to the Actual Production for any year affected thereby.
- (d) Recipient agrees that it will use commercially reasonable efforts to make available a wireless internet connection at all times during the Term, sufficient for Provider to remotely monitor the Solar System. Recipient shall not be obligated to incur any additional costs, beyond those costs that the City Council may budget for upgrades and enhancements to the City's wireless and fiber optic system as a whole and for each property within the System, to provide the wireless internet connection to monitor the Solar System as described in this paragraph.

#### Section 15. Default by Recipient and Provider's Remedies

In the event that Recipient causes an Event of Default, then Provider may provide written notice of such Event of Default and thereafter Recipient shall be allowed thirty (30) days to cure such default and if a cure is not reasonably possible this time period then for such additional reasonable period of time as may be required to cure such default, so long as Recipient is diligently pursuing a cure and such cure period does not substantially and materially prejudice Provider.

- (a) With respect to Recipient, there shall be an "Event of Default" if:
  - (i) Recipient fails to pay any amount due under this Agreement, and such failure continues for ten (10) additional days after receipt of written demand from Provider (the cure period shall be extended for 20 additional days so long as the default in payment has not occurred more than 2 times per year);
  - (ii) Recipient fails to perform any material obligation set forth in this Agreement and such breach or failure is not cured within the time period ser forth above in this Section after written notice from Provider;

- (iii) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Provider's assets that are part of the System and such custody or control is not terminated or stayed within 90 days from the date of assumption of such custody or control, or such other action is taken that renders such default not materially prejudicial to the rights of the Provider.
- (b) Upon the occurrence of any Event of Default by Recipient and failure to timely cure such Event of Default, Provider shall have the right to terminate this Agreement. Provider may terminate this Agreement and the License Agreement by giving to Recipient notice of Provider's election to terminate, in which event the Term of this Services Agreement and the License Agreement shall end, and all right, title and interest of Provider and Recipient hereunder shall expire on the date stated in such notice. In such event, Provider shall have the right to remove the Solar System from the premises as provided for herein, and Provider shall be entitled to collect from Recipient the Provider's reasonable cost of removal of the Solar System from the premises and any damages including the discounted present value of all future payments due under this Agreement.

#### Section 16. Default by Provider and Recipient's Remedies

In the event that Provider causes an Event of Default, then Recipient may provide written notice of such Event of Default and thereafter Provider shall be allowed thirty (30) days to cure such default and if a cure is not reasonably possible this time period then for such additional reasonable period of time as may be required to cure such default, so long as Provider is diligently pursuing a cure and such cure period does not substantially and materially prejudice recipient.

- (a) With respect to Provider, there shall be an "Event of Default" if:
  - Provider, after notice from Recipient that it has failed to maintain the Insurance required under this Agreement, fails to cure such default within a reasonable period of time;
  - (ii) Provider fails to achieve Solar Operations within a reasonable period of time following the projected Solar Operations Date and fails to cure such default within a reasonable period of time, it being understood that the Solar Operations date is an estimate of the date the System will reach operational status;
  - (iii) Provider is in breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Agreement or the License Agreement, and such breach or failure is not cured within the time period ser forth above in this Section;
  - (iv) A court of competent jurisdiction enters an order, including an order of bankruptcy or similar proceeding, judgment, or decree appointing a receiver of

the whole or any substantial part of such Provider's assets, and such order, judgment or decree is not vacated or set aside or stayed within 90 days from the date of entry thereof or such order or the facts establish that such order or proceeding is not materially prejudicial to the rights of the Recipient; or

- (v) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Provider's assets and such custody or control is not terminated or stayed within 90 days from the date of assumption of such custody or control or such order is otherwise modified or under the facts it is not materially prejudicial to the rights of the Recipient.
- (b) Upon an Event of Default by Provider, Recipient may pursue any of its available remedies at law or in equity, including self-help. Without limiting the foregoing, Recipient's remedies expressly include the following: (a) to terminate or suspend this Services Agreement with respect to all obligations arising after the effective date of such termination or suspension; (b) to bring suit for the collection of any amounts for which Provider is in default, seek injunctive relief, or seek specific performance for any other covenant or agreement of Provider, without terminating this Services Agreement, (b) to bring suit against Provider for reimbursement of the amounts reasonably expended by Recipient including costs and reasonable attorney's fees. In addition, Recipient shall have the right to offset against any payments payable by Recipient hereunder until all costs are reimbursed in full. Recipient may not terminate this Agreement or take any action during the first five years that would result in loss of federal solar tax credits unless its rights hereunder cannot be adequately satisfied through the payment of money damages.

Recipient has the right to suspend the payment of Services Fees during the period of any material breach of the contract by the Provider.

#### Section 17. Term of the Agreement, Option to Purchase and Termination

- (a) **Initial Term**. The initial Term of this Agreement shall be for a period of twenty (20) years commencing on the Solar Operations Date (the "Initial Term").
- (b) **Early Termination.** At any time following the fifth anniversary date of the contract, the Recipient may elect to terminate this Agreement if, based on the judgment of Recipient, this Agreement no longer provides a public benefit. Upon such early termination, Provider shall have the right to remove the Solar System as provided for herein, and Provider shall be entitled to collect from Recipient the Provider's reasonable cost of removal of the Solar System from the premises and the discounted present value of all future payments due under this Agreement.
- (c) **Option to Purchase.** Provided no Event of Default by Recipient shall have occurred and be continuing, Recipient may purchase the Solar System at the end of the Initial Term on the following terms and conditions:

The Recipient must give Provider written notice of its intent to exercise the Option at least ninety (90) days in advance of such purchase. If Recipient exercises such option, the purchase price shall be the Fair Market Value of the Solar System. However, the parties may also negotiate a mutually agreeable purchase price following year seven (7) of the Agreement. For the purposes of this Agreement, "Fair Market Value" of the Solar System may be determined by mutual agreement, within 30 days before the exercise of the option. Within said 30-day timeframe, or a reasonable period of time thereafter, the Parties, after consulting with a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry, shall attempt to agree as to the Fair Market Value of the System on an installed and operating basis. If the Parties cannot reach an agreement within said 30-day period, then the parties shall agree on a different appraiser who is a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine Fair Market Value. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the Solar System on an installed and operating basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of manifest error or fraud. The costs of the appraisal shall be borne by the Parties equally.

The closing of the sale and purchase of the Solar System shall take place on approximately the thirtieth (30<sup>th</sup>) day after the Purchase Price for the Solar System is determined pursuant to this Section 17, or on such other date as mutually agreed by the parties..

At closing, Recipient shall pay Provider an amount equal to the Fair Market Value in immediately available funds, and Provider shall assign its entire right, title and interest in and to the Solar System, including any remaining manufacturer's warranties for PV modules, inverters, or other components to Recipient free and clear of any liens created by the Provider with respect to the System.

The parties represent and warrant to one another that there has been no discussion that would lead either party to conclude that the option will be exercised by Recipient, only that there will be an option and that the decision whether to exercise the option will depend on the facts and circumstances that exist at the time the option is capable of being exercised by the Recipient.

- (d) Termination. If Recipient does not elect to purchase the Solar System as set forth in paragraph (c) of this Section at the end of the twenty-year Term, then Provider shall remove the Solar Facilities from each of the Sites at the sole cost of Provider. Provider and Recipient shall cooperate to establish a schedule for Provider to access the Sites and remove the Solar Facilities.
- (e) **Repurposing**. If Recipient exercises the option to purchase the Solar Facilities as set forth in paragraph (c) of this Section and seeks to repurpose the Solar Facilities for use at different Sites, or the same Sites but in different configurations, Provider shall provide assistance to Recipient regarding the design and placement of such Solar Facilities upon

terms and conditions, and at a price to be paid by Recipient, as the parties agree upon at that time.

#### Section 18. Casualty

- (a) If the Solar System is damaged or destroyed by fire, theft or other casualty, Provider and Recipient shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Provider, using the proceeds, shall within ninety (90) calendar days after the insurance proceeds become available to Provider, cause the Solar System to be repaired, restored, replaced or rebuilt to substantially the same condition as existed immediately prior to the damage or destruction (the "Restoration Work").
- (b) Until such time as the Restoration Work is completed, the Services Fee hereunder shall be abated.
- (c) Notwithstanding the foregoing, in the event of substantial damage or destruction by casualty (i) which damage Recipient and Provider in good faith mutually determine is such that the reconstruction of an economically viable Solar System is not practicable, either because (a) the insurance proceeds made available to Provider are not sufficient to repair such loss or damage, or (b) such reconstruction cannot be carried out under applicable legal requirements, including then-current building or zoning laws, or (ii) which damage occurs during the last three (3) years of the Term, then Recipient shall have the right to terminate this Services Agreement.
- (d) It is the intent of the parties that the Recipient shall have no liability nor suffer any economic loss as a result of damage to the equipment absent intentional or negligent misconduct on the part of Recipient which is not covered by insurance.
- (e) Recipient shall provide reasonable on-site security to prevent damage or destruction to the System by third parties lawfully occupying its property or as a result of trespassers entering onto the property and causing damage to the System.

#### Section 19. Representations and Warranties; Covenants of the Parties

(a) Each Party represents and warrants to the other party that (a) such party is duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized by all necessary company, organizational or governmental action; (c) this Agreement is a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms; (d) to such party's knowledge, no governmental approval (other than any governmental

approvals which have been previously obtained or disclosed in writing to the other party) is required in connection with the due authorization, execution and delivery of this Agreement by such party or the performance by such party of its obligations hereunder; and (e) neither the execution and delivery of this Services Agreement by such party nor compliance by such party with any of the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of such party's organizational documents or any rule, regulation or law. Recipient covenants that ecipient has lawful title to the Property and the Premises and full right to enter into this Agreement. Recipient will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Solar System or its function (including activities that may adversely affect the Solar System's exposure to sunlight), without Provider's prior written consent, or which would affect either party's ability to perform its obligations hereunder.

- (b) Each of Provider and Recipient hereby represents and warrants to the other party that there are no actions, suits or proceedings pending, or to such party's knowledge, threatened against or affecting such party or the Property, at law or in equity, or before any governmental authority, and, to such party's knowledge, it is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority, which, if adversely determined, would have a material adverse effect on the ability of such party to perform its obligations hereunder.
- (c) Neither Recipient nor Provider shall directly or indirectly cause, create, incur, assume or suffer to exist any pledge, lien (including mechanics', labor or material man's lien), charge, encumbrance or claim on or with respect to the Solar System or any interest therein. Each party shall also promptly pay before a fine or penalty may attach to the Solar System any taxes, charges or fees of whatever type of any relevant governmental authority for which such party is responsible. If either party breaches its obligations under this Section, it shall immediately notify the other party in writing, shall promptly cause such liens to be discharged and released of record without cost to the other party.
- (d) Notwithstanding the foregoing, it is understood that Provider will finance the System and that liens against the System for said financing are specifically permitted. Recipient shall fully cooperate with Provider in connection with such financing including but not limited to providing statements and opinions of counsel that Provider is currently in compliance with all provisions of the Agreement and that Recipient is likewise in compliance with all terms of the Agreement including but not limited to all representations and warranties contained within the Agreement.
- (e) Each party agrees to promptly provide the other party with a copy of any default notices that it received from any of its lenders or other party holding a mortgage, deed of trust or security interest in the Site or the Solar System.
- (f) Each party agrees that it will take no action that would cause the Solar System to lose its eligibility for the federal solar tax credit.

- (g) Recipient represents and warrants that any building upon which solar panels and the associated equipment is placed shall be appropriate for the placement of said equipment and that the building is in a condition which will support said equipment for the Term of this Agreement.
- (h) Recipient represents and warrants that any land or building upon which solar panels and the associated equipment is placed shall be appropriate from a geotechnical standpoint; that any such property is not located in a floodplain; that any storm water permits have been obtained or that the property in question is not subject to any such storm water permits; that no encroachment on the property in question has been permitted, authorized or exists at the time this contract is executed; that Recipient has reviewed each location for the placement of solar panels and the associated equipment and has determined that its location will not fall within any easement that could disrupt the operation of any part of the System or require any part of the System to be temporarily or permanently shut down or removed; that there are no additional permits or governmental permissions required for the installation of the System; that there are no known defects or flaws in Recipient's title to the property which would in any way affect the operation of the System or any part thereof or require that the System or part thereof be shut down or taken out of Service for any period of time or removed or relocated.
- (i) Recipient further represents and warrants that, to the extent such actions are within the control of Recipient, it will not permit any action to be taken by any party which would in any way affect the operation of the System, or otherwise cause any part of the System to be shut down or taken out of operation for any period of time and that Recipient will take any necessary action to prevent any adverse effect on the operation of the System including preventing or eliminating or terminating any condition that would adversely affect the operation of any part of the System or would cause any part of the System to be shut down or taken out of service for any period of time.

#### **Section 21. Indemnification; Insurance**

(a) Provider (the "Indemnifying Party") shall indemnify, defend and hold Recipient and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an "Indemnified Party") harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent caused by the Indemnifying Party's (i) material breach of any obligation, representation or warranty contained herein, (ii) negligence or willful misconduct and (iii) the operation of the Solar System.

- (b) Provider shall maintain during the Term of this Services Agreement, with Recipient named as additional insured therein, as its interest may appear, for the duration of this Services Agreement, the insurance coverage outlined in (1) through (6) below:
  - (1) Comprehensive or Commercial General Liability (including premises-operations; independent contractors protective, products and completed operations; broad form property damage).
  - (2) Bodily Injury: \$1,000,000 per occurrence.
  - (3) Property damage: \$2,000,000 per occurrence.
  - (4) Products and completed operations to be maintained for one (1) year after the final payment: \$2,000,000 per occurrence/aggregate.
  - (5) General aggregate: \$2,000,000.
  - (6) Damages to Service Feed Premises: \$1,000,000 per occurrence.

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

Provider shall also provide Property Insurance ("All Risk" coverage) equal to at least 100% of the replacement cost covering the Solar System, and all other improvements placed by Provider on the Premises. If possible, Provider will have the Recipient named as an additional insured.

Recipient shall carry property and liability insurance on its property in accordance with adopted City policies and ordinances, all in a form reasonably acceptable to Provider. The parties shall agree to the terms of said insurance prior to the beginning of construction of the Solar System.

#### Section 22. Waiver and Attorney's Fees

- (a) Any waiver at any time by either Party of its rights with respect to an Event of Default under this Services Agreement or with respect to any other matters arising in connection with this Services Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Services Agreement must be in writing.
- (b) The prevailing Party in any action to enforce this Services Agreement shall be entitled to recover its reasonable attorneys' fees and costs of collection from the non-prevailing Party.

#### Section 23. Change in law or Interpretation of law

If after the Solar Operations date, Provider determines that a Change in Law has occurred or will occur, or that an interpretation of current law has occurred or will occur, that has or will have a material adverse effect on Provider's rights, entitlements, obligations or costs under this Agreement, then provider may notify the Recipient in writing of such Change in Law. Within 30

days following receipt by the Recipient of such notice, the parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both parties. If the parties are unable to agree on such amendments within said 30 days, then the Provider or Recipient may terminate this Agreement and remove the System without either party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination. If a Change in Law renders this Agreement or Provider's performance under this Agreement either illegal or impossible, then Provider may terminate this Agreement immediately upon notice to Recipient without either party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination. For the purposes of this Agreement, Change in Law or Interpretation of Law means, after the date of the execution of this Agreement, (i) the enactment, adoption promulgation, modification or repeal of any applicable law or regulation, (ii) a change in any law that would in any way materially impact performance by either party under this Agreement or any interpretation of law that would have the same effect. In the event this Agreement is determined to subject Provider to regulatory jurisdiction, the parties agree to act in good faith in an attempt to restructure this Agreement in a manner that preserves the economic value to both parties.

#### Section 23. Memorandum of Services Agreement

Either Party may record in the real estate records for the jurisdiction in which the Site is located a memorandum of this Agreement setting forth the Parties hereto and the Term with the specific form of such agreement to be subject to the reasonable approval of the parties.

#### Section 24. Force Majeure

- (a) In the event either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement by reason of any cause beyond the reasonable control of, and without the fault or negligence of, such Party (an event of "Force Majeure"), (other than causes insured against) such circumstance shall not constitute an event of default, and such Party shall be excused from performance hereunder and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from, or arising out of, such delay or prevention; provided, however, that the Party encountering such delay or prevention shall use commercially reasonable efforts to remove the causes thereof (with failure to use such efforts constituting an event of default hereunder).
- (b) As used herein, the term "Force Majeure" shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) terrorist acts affecting the Site, (v) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long term calibrated and appropriate weather station representative of the Site, (vi) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vii) requirement by Local Utility that the Solar System

discontinue operation for any reason, (viii) appropriation or diversion of electricity by sale of order of any governmental authority which prevents or prohibits the parties from carrying out their respective obligations under this Agreement (including, without limitation, an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy Output to federal or state regulation of prices and/or services). Economic hardship of either Party shall not constitute a Force Majeure under this Agreement nor shall any change in the Internal Revenue Code or loss of any tax credit associated with the Solar System.

#### Section 25. Records

Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Each Party shall have the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

#### **Section 26. Notices**

All notices required or permitted to be given hereunder shall be in writing, and shall be given: (1) by email of a PDF (so long as notice is also given on the same date by one of the other notice methods), or (2) by personal delivery, or (3) by United States Certified Mail, Return Receipt Requested, postage prepaid; at the addresses of the parties at the following addressed

or at such other address as any part hereto entitle to notice may register with the other party by like notice. All notices shall be deemed given and effective on the date sent, or transmitted, or deposited in the U.S. Mail, or hand delivered, whichever is applicable. However, where applicable, the time period for responding to a notice shall commence from the date of actual receipt thereof. The party providing notice shall also take reasonable actions to contact the other party in person within 5 days of sending such notice to ensure such notice was received.

#### Section 27. Assignment by Provider

Provider may upon written notice, without the need for consent from Recipient, (i) transfer, pledge or assign this Agreement and the License Agreement, or Solar System as security for any financing or to an affiliated special purpose entity created for the financing or for tax credit purposes related to Solar System, provided Recipient's property is in no event encumbered or (ii) assign its rights under this Agreement to a successor entity in a merger or acquisition transaction, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. No such assignment shall be effective until written notice of such assignment is provided to Recipient. Provider shall not be relieved from future performance, liabilities, and obligations under this Agreement. Provider may, with the prior written consent of Recipient, which consent shall not be unreasonably withheld, transfer or assign this Agreement or the License Agreement, provided such Assignee agrees to be bound by the terms and conditions of this Agreement and

License Agreement, and further provided that Provider shall not be released from its obligations hereunder.

#### Section 28. Personal and Real Property or other Taxes

Provider shall claim the Solar System as personal property in the county in which the Solar System is located. If taxes are assessed as real or personal property (property taxes) Provider shall pay said taxes, if required, and shall contest the payment of said taxes so long as a statute is in force exempting or limiting such taxation.

Either party to the contract may contest any taxes or fees referred to in this section or the parties may jointly contest any such taxes or fees.

#### Section 29. Treatment for Federal Income Tax Purposes

Provider and Recipient hereby agree that this Services Agreement shall be treated as a services contract for federal tax purposes pursuant to Section 7701 (e) of the Internal Revenue Code and is not intended to be interpreted as a lease under federal law.

#### **Section 30. Confidential Information**

Neither party shall use, divulge, disclose, produce, publish or permit access to, any confidential information received by the other party, to the extent such information qualifies as a closed record under the Missouri Sunshine Law in Chapter 610 of the Revised Statutes of Missouri, except to the extent necessary to comply with the terms of this Agreement.

#### Section 31. Press Releases

The parties recognize that one or both may want to publicize information about the installation and operation of the System. In connection there with, either party may issue a press release(s) describing the project and its operation. However no confidential information shall be disclosed with respect to the cost of the project or the amount of the Services Fees without the consent of the other party.

#### Section 32. <u>Dispute Resolution</u>

In the event of a dispute regarding this Agreement that the parties are unable to resolve between themselves, no party may file a lawsuit in a court without first participating in mediation of the issue provided such issue does not involve the integrity of a structure or the safety of the public and City employees or agents. Mediation shall take place within thirty (30) days after any party requesting same and the costs shall be shared equally unless the jointly selected mediator is unavailable. The parties shall submit the names of two mediators to each other and one name shall be selected. Mediation shall proceed expeditiously and the failure to provide names of potential mediators or to attend a scheduled mediation session shall constitute breach of this Agreement. If mediation is not successful after one session with a mediator, any party shall be free to file or pursue other remedies.

#### **Section 33. Binding Effect**

The terms and provisions of this Agreement, and the respective rights and obligations hereunder of each party, shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

#### **Section 34. Amendments**

No modification of this Agreement shall be effective except by written amendment executed by both Provider and Recipient.

#### Section 35. Counterparts

Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original. Facsimile and electronic signatures shall have the same effect as original signatures and each party consents to the admission in evidence of a facsimile, electronic or photocopy of this Agreement in any court or arbitration proceedings between the parties.

#### **Section 36. Entire Agreement**

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any other prior agreement, written or oral, between the parties concerning such subject matter.

#### **Section 37. Third Party Beneficiaries**

Nothing in this Agreement shall provide any benefit to any third-party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.

#### Section 38. Severability

Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion unless such enforcement would materially affect the economic value for one of the parties to this Agreement.

#### Section 39. Survival

Any provisions of this Agreement that expressly or by implication come into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

#### **Section 40. Governing Law**

The interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with the laws of the State of Missouri excluding any choice of law provisions or conflict of law principles which would require reference to the laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the federal and state

courts located in the State of Missouri to the extent the matters herein are not subject to arbitration.

#### **Section 41. Remedies Cumulative**

No remedy herein conferred upon or reserved to either party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. However, nothing contained herein shall be construed to permit either party to bring an action against the other for lost profits or other special or consequential damages.

#### **Section 42. Headings**

The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provisions of this Agreement.

#### **Section 43. Conflicts**

In the event of any conflict or inconsistency between the terms of the Summary Term Sheet and this Agreement, the terms of this Agreement shall prevail.

#### Section 44. Exhibits

All Exhibits referred to in this Agreement and attached hereto are incorporated herein by reference.

[Remainder of this page intentionally left blank]

IN	WITNESS	WHEREOF,	the	undersigned	have	duly	executed	and	delivered	this	Services
Agr	Agreement as of the Contract Date.										

Lasta Comana ta Calam III C	
Lee's Summit Solar, LLC	
GC Solar 2019 Fund I, LLC, its so	ole member
By: GC Solar MM, LLC, it	ts manager
Ву:	
Title:	_
City of Lee's Summit, Missouri	

Stephen A. Arbo, City Manager

## EXHIBIT A

## LICENSE AGREEMENT REGARDING SOLAR PANELS

[Attached]

#### LICENSE AGREEMENT REGARDING SOLAR PANELS

This License Agreement ("Agreement") is entered into on thisday of, 2019 ("Effective Date"), by and among the City of Lee's Summit, Missouri as the "Licensor" and [Gardner Capital] as the "Licensee".
Licensor's address:
220 SE Green Street Lee's Summit, MO 64063
Licensee's address:
[ADD]
WHEREAS, Licensor owns certain real property located at in the City of Lee's Summit, County of Jackson and Cass, State of Missouri, more particularly described on <u>Schedule "A"</u> attached hereto and incorporated herein (the "Property"); and
WHEREAS, Licensor and Licensee have entered into that certain unrecorded Solar Services Agreement ("Services Agreement") dated together with all amendments, modifications, and extensions thereof; and
WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Services Agreement pursuant to which Licensee agreed to install (or cause to be installed) a grid-connected photovoltaic, solar electric generating system (the "System") including all equipment associated therewith (the "Serviced Equipment") on the Property; and
WHEREAS, Licensor has agreed to service such Serviced Equipment; and
WHEREAS, Licensor is willing to grant to Licensee the right to install, operate, maintain and remove the Serviced Equipment on the Property by entering into this License Agreement (the " <u>License</u> ").
NOW, THEREFORE, for the mutual covenants and agreements contained herein, the parties hereto agree as follows:

- 1. <u>Creation of the License</u>. Licensor hereby grants a License to Licensee and its successors and assigns under the Services Agreement, and its agents, contractors, sub-contractors, and employees, in, under, across and through the portions of the Property shown on Schedule "B" attached hereto and incorporated herein, and such other portions of the Property solely as reasonably necessary to effectuate the purposes of the Services Agreement. The License granted herein is non-exclusive.
- 2. Use of License. The use of the License shall be limited to the installation, operation, maintenance and removal of the Serviced Equipment, which includes, without limitation,

solar photovoltaic equipment and related Systems and equipment and any and all related connections, meters, conduit, monitoring equipment, structures, fences and barriers constructed by Licensee within the Solar System sites (collectively, the "Sites") located on the Property as shown on Schedule "B", all subject to the terms and conditions of this Agreement and the Services Agreement, as applicable. Licensor, for itself and its permitted successors and assigns, hereby grants to Licensee and its agents, contractors, sub-contractors, and employees, the right to enter onto the Property, subject to the terms and conditions of this Agreement and the Services Agreement, for the purpose of conducting such permitted uses of this Agreement and the Services Agreement. Licensor and Licensee understand that this Agreement is revocable at any time by the Licensor; provided however, that the Licensor's revocation of this license while the Services Agreement remains in full force and effect shall constitute a breach of the Services Agreement by Licensor and Licensee shall have all available remedies for Licensor's breach of the Services Agreement as provided thereunder.

- 3. <u>Term.</u> This Agreement shall commence on the Effective Date set forth above and terminate upon the earlier of (i) Sixty days (60) after the expiration or termination of the Services Agreement, (ii) removal of the Solar System in accordance with the Services Agreement (iii) revocation of the License by Licensor, or (iv) purchase of the Solar System by the Licensor in accordance with the Services Agreement.
- 4. <u>Consideration</u>. The only consideration for this Agreement shall be the Services Agreement and the mutual benefit the parties obtained from said Services Agreement. There is no separate consideration paid by Licensee to Licensor for the License.
- 5. <u>Access.</u> Licensee shall have a right of access to the Serviced Equipment over and across Property at all reasonable times, at such locations as Licensor shall from time to time reasonably determine, subject to the Services Agreement and to the reasonable security and safety procedures established by Licensor.
- 6. <u>Termination</u>. Except as otherwise expressly set forth herein, this Agreement and the License may be amended, abandoned or terminated only with the consent of Licensor and Licensee. Any such amendment, abandonment of termination shall be in writing, executed and acknowledged by the required parties.
- 7. <u>No Dedication for Public Use; No Possessory Interest.</u> The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the exclusive benefit of the parties hereto and their permitted successors, assigns, employees, invitees and licensees, contractors and sub-contractors. Licensor only grants a revocable License to Licensee and conveys no possessory interest in the Property to Licensee.
- 8. <u>Entire Agreement.</u> This Agreement and the Services Agreement contain the entire Agreement between Licensor and Licensee with respect to the License. The

- unenforceability of any provision hereof shall not affect the remaining provisions of this Agreement, but rather such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.
- 9. <u>Breach and Remedy.</u> Any breach of this Agreement by the parties shall constitute a breach of the Services Agreement and the parties' sole remedies for a breach of this Agreement shall be the remedies for a breach of the Services Agreement. Licensee shall have no right to bring any claim for adverse possession, quiet title, claim for possession, or any other *in rem* action against the Licensor, the holder of any possessory interest in the Property, or the Property.
- 10. <u>Compliance with Law; No Waiver.</u> This Agreement and the rights and obligations created hereunder are subject to, and governed by the laws of the State of Missouri. Waiver of a breach of any provision hereof will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.
- 11. <u>Governing Law.</u> This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.
- 12. <u>Counterparts.</u> This Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document.
- 13. <u>Authority to Enter into Agreement.</u> Licensee and Licensor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Agreement and that it shall be binding upon them for the Term of the Agreement.

IN WITNESS WHEREOF, the partie day of, 2019.	es hereto have executed this Agreement as of the
	Licensor:
	City of Lee's Summit, Missouri
	Stephen A. Arbo, City Manager
	Licensee:
	By:
	Name:
	Title:

## Schedule A

## Location of Solar Array Sites

## Schedule B

## **Property**

## Exhibit B

## **Projection**

<u>Year</u>	Projected Annual Production (kWh)	Guaranteed Production (kWh)
1		x 95% =
2		x 95% =
3		x 95% =
4		x 95% =
5		x 95% =
6		x 92% =
7		x 92% =
8		x 92% =
9		x 92% =
10		x 92% =
11		x 89%=
12		x 89% =
13		x 89% =
14		x 89% =
15		x 89% =
16		x 86% =
17		x 86% =
18		x 86% =
19		x 86% =
20		x 86% =

## Exhibit B

## Projection

<u>Year</u>	Projected Annual Production (kWh)	Guaranteed Production (kWh)
1		x 95% =
2		x 95% =
3		x 95% =
4		x 95% =
5		x 95% =
6		x 92% =
7		x 92% =
8		x 92% =
9		x 92% =
10		x 92% =
11		x 89%=
12		x 89% =
13		x 89% =
14		x 89% =
15		x 89% =
16		x 86% =
17		x 86% =
18		x 86% =
19		x 86% =
20		x 86% =

#### Exhibit B

- Scruggs Road Lift Station
   2211 NE Scruggs Road
- Bowlin Road Pump Station
   4801 NE Maybrook Road
- South Terminal Pump Station
   1399 SW Ward Road
- Legacy Wood Lift Station 3000 NE Legacy Wood Drive
- High Service Pump Station
   612 NE Douglas Street
   701 NW Main Street
- Tudor Road Pump Station
   1751 NE Tudor Road
- Fire Station 1 207 SE Douglas Street
- Fire Station 2
   2000 NE Rice Road
- Fire Station 6 101 Blackwell Road
- Fire Station 7
   2100 SW Scherer Road
- City Hall

220 SE Douglas Street

- Maintenance Facility
   1971 SE Hamblen Road
- Harris Park Community Center
   110 SW Blue Parkway
- Legacy Park Community Center 901 NE Bluestem Drive
- Longview Community Center 3801 Longview Road

#### **RESOLUTION NO. 18-22**

A RESOLUTION AUTHORIZING CITY STAFF TO FILE APPLICATIONS WITH KCP&L FOR THE KCP&L SOLAR POWER REBATE PROGRAM FOR THE POTENTIAL CONSTRUCTION OF SOLAR FACILITIES ON CITY PROJECTS, AND FURTHER AUTHORIZING THE PREPARATION OF A REQUEST FOR PROPOSALS FOR ADDITIONAL MUNICIPAL SOLAR PROJECTS.

WHEREAS, the City issued RFP 2018-300 for a Lee's Summit Solar Project which sought proposals from qualified firms/providers to design, procure, install, commission, operate and maintain a ground mounted solar photovoltaic system for the Lee's Summit Animal Control Facility located at 1991 SE Hamblen Road, Lee's Summit, Missouri; and,

WHEREAS, as a result of RFP 2018-300, the City executed a "Build, Operate and Lease Agreement with Option to Purchase" with MC Power Company, Inc., dated December 24, 2017, which provided for the placement of solar facilities at the Animal Control Facility; and,

WHEREAS, on December 12, 2018, the Community and Economic Development Committee (CEDC) of the City Council received an update on the Animal Control Facilities solar project from representatives of MC Power Company, at which time the CEDC also learned that the KCP&L Solar Power Rebate Program continues to provide solar power rebates in limited quantities (maximum of \$8 million in rebates in the in the "KCP&L Missouri area" which includes Lee's Summit) and that there has been significant demand for such rebates by other applicants which may quickly exhaust the available amount of rebates; and,

WHEREAS, the City Council believes it would be in the best interest of the City to authorize City staff to make applications with the KCP&L Solar Power Rebate Program in order to preserve the option to receive such rebates which are in limited supply from KCP&L for potential future City solar projects; and,

WHEREAS, the City Council further desires to authorize the preparation of an additional request for proposals for additional solar power facilities for City projects based on further evaluation of the scope and placement of such facilities on City property.

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

SECTION 1. The City Council hereby directs staff to file one or more applications with KCP&L for the KCP&L Solar Power Rebate program, to request rebates for the City's potential use of photovoltaic solar panels on City-owned facilities in anticipation implementing the request for proposals that is authorized pursuant to Section 2 of this Resolution.

SECTION 2. The City Council hereby authorizes the preparation of a request for proposals from qualified firms/providers to design, procure, install, commission, operate and maintain solar photovoltaic systems at Lee's Summit public facilities, in which the selected firm or provider will supply such services on City facilities as later identified by the City.

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

## **RESOLUTION NO. 18-22**

SECTION 4. That this Resolution shall be in full force and effect from and after its passage and approval.

Passed by the City Council of the City of Lee's Summit, Missouri, this 18<sup>th</sup> day of December, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

City Attorney Brian W. Head









Home

Save Energy & Money

Home

Rebates

Solar Power

## **Solar Power Rebate**

The KCP&L Solar Power Rebate encourages the use of solar technology, a renewable power source that has a positive impact on the planet.

#### 2019 Solar Rebate Information

- ✓ Customers will have up to 90 days to file an interconnection agreement.
- ✓ KCP&L Missouri and GMO each have \$8 million available for rebates which will be available on a first come, first serve basis.
- ✓ Rebates will be paid out at \$0.50 per watt before June 30th of 2019. Start July 1, rebates will be paid out at \$0.25 per watt until the funds are depleted.
- ✓ Business Social Service Programs: \$500k in each jurisdiction will be made available to non-profit businesses that receive general electric service and are primarily used for lowincome public social services such as food banks, food pantries, soup kitchens, homeless shelters, employment servicers, worker training, job banks, child care and otherwise determined by KCP&L.

## How it works

Renewable energy is a vital component of the future energy generation mix. The most popular type of solar power is photovoltaic (PV) cells in panels, strips or blocks. The cells turn the sun's radiation into an electrical signal, which is converted for use in your home. You can rely on solar power to supply a percentage of your electricity, though most customers also use backup power from the grid. We're encouraging investment in solar energy by providing a rebate for solar power. You may also be eligible for <u>Federal tax credits</u>.

Missouri law determines that the costs of this rebate program are shared among all our Missouri customers, not just those making an investment in solar energy. The payment of solar rebates is now subject to a one-time program limit, meaning the amount that KCP&L spends on rebates paid

to solar customers cannot exceed \$8 million in the KCP&L Great Missouri Operations area or \$8 million in the KCP&L Missouri area. To find out which area you live in click <a href="https://example.com/here">here</a>.

Missouri law has also established the amount per watt used to calculate rebate payments every year until 2020, when the rebate program will end.\*

### Earn a Rebate for Investing in Solar Power

Application re on or bef December 31 year	ore	Operational on or before June 80th of the year	Solar Rebate per Watt
2013		2014	\$2.00
2014		2015	\$1.50
2015		2016	\$1.00
2016		2017	\$0.50
2017		2018	\$0.50
2018		2019	\$0.50
2019		2019	\$0.50
2019		2023	\$0.25



Rebates will be paid if the customer meets all the requirements but the operational date is missed due to actions by the company.

The Solar Power Rebate is a popular program and given the rebate program limit, we've established a transparent and fair application process:

## Solar power rebate process

Solar rebate or solar rebate and net metering application received.

Solar rebate award or denial notification.

Net metering application approved or denied within 10 days of receipt.

Following administrative approval, the application proceeds to engineering for technical review.

Customer has 12 months from date of the rebate award to complete construction.

When construction is complete, customer should request a field inspection from KCP&L by responding to the email notification that the net metering application was approved.

Pending a successful inspection, KCP&L will have 30 days to schedule meter exchange. The day the meter is exchanged is the "system operational date," which is the day your solar rebate payment begins processing.

Solar rebates are paid upon completion of project and receipt of required documents and signatures.

Information on the amount of rebates paid with respect to the program limit for each service area (KCP&L Missouri and KCP&L Greater Missouri Operations) is available <a href="here">here</a>.

#### See Missouri House Bill SB 564.

\*Once your net metering application has been received by KCP&L and an initial review shows that the forms are filled out correctly, KCP&L Engineering will review the application. For projects 10 kilowatts or less, KCP&L has 30 days to review the net metering application. For projects more than 10 kilowatts, KCP&L has 90 days to review the net metering application.

## Applying for a solar rebate

- Submit the appropriate application (listed below) for your state.
- Upon approval, install your renewable system.

Missouri Online Application

Kansas Online Application

or view and print









Save Energy & Money

Home

Rebates

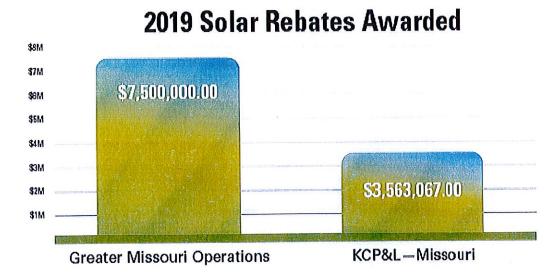
Solar Power

**Current Program Spend** 

# **Current Program Spend**

This chart reflects the current program spend for the solar rebate program.

The 2019 Solar Rebates Awarded chart includes the current rebate program spend for KCP&L & GMO:



Posted December 6, 2018

## **Important notices**

- ✓ If any Solar Rebate application does not meet the qualifications, it will fall out of the queue, and those funds will be available to the next qualifying customer.
- ✓ The numbers reflected in the chart above are subject to change as we evaluate project sizing, duplicate applications, cancellations and more.
- ✓ The amount that KCP&L spends on rebates paid to solar customers cannot exceed \$8 million in the Great Missouri Operations area or \$8 million in the KCP&L Missouri area.



Ms. Dawn Bell, Project Manager Development Center City of Lee's Summit 220 S.E. Green Street Lee's Summit, MO 64063

RE: RFP No. 2019-044

Dear Lee's Summit Selection Committee:

MC Power Companies, Inc. is pleased to submit for your review and consideration our letter of interest and Request for Qualifications (RFP No. 2019-044) to the City of Lee's Summit, Missouri. We are a nationally recognized solar firm which has successfully completed multiple Municipal-supported, utility-scale solar projects. As evidence are:

- Eleven (11) utility-scale projects for Missouri Public Utilities Alliance totaling over 35 MW's DC
- 14.72 MW DC Community Solar Farm for Independence Power & Light
- 11.15 MW DC Solar Farm for the City of Nixa, Missouri
- 6.52 MW DC Community Solar Farm for City Utilities of Springfield, Missouri
- 115.92 kW DC Johnson County Community College Hospitality and Culinary Building

In total, over 90 MWs DC of Community-supported renewable solar power projects that does not include over 50 successful commercial, industrial and residential solar installations that add an additional 14 MWs to our portfolio. We are uniquely qualified and proud of our unbiased, in-house, pro-active, integrated partnership approach working with City Governments, Utility Departments and Associations in developing projects from conception through commissioning. We take very seriously the trust clients place in MC Power Companies. Your point of contact for our team is:

**Lindsay Case** 

Title: Senior Energy Consultant Email: lcase@mcpower.com

Cell: 816-207-7659 Office: 816-251-4700

We are fully committed to the success of the City of Lee's Summit's solar initiative. Do not hesitate to immediately reach out to myself, Mr. Williamson or Ms. Lindsay Case with questions or clarifications. We can be reached via phone at (816) 251-4700 or via email: <a href="mailto:lwilliamson@mcpower.com">lwilliamson@mcpower.com</a> or <a href="mailto:lcase@mcpower.com">lcase@mcpower.com</a> respectfully.

Respectfully submitted,

MC POWER COMPANIES, INC.

Loren Williamson

Senior Vice President of Project Development



#### MC POWER COMPANIES - FIRM HISTORY & EXPERIENCE

MC Power Companies, Inc.

4031 NE Lakewood Way

Lee's Summit, MO 64064

Primary Contact: Lindsay Case
Title: Senior Energy Consultant
Email: <a href="mailto:lacase@mcpower.com">lacase@mcpower.com</a>

Office: 816-251-4700 Cell: 816-207-7659 Fax: 816-251-4701 Office: 816-251-4700

#### **Company Background / Description:**

Founded in 2009, MC Power Companies, Inc. has three Midwest offices and a team of 60+ experienced professionals. We hold a unique position in the renewable industry by offering construction, electrical and solar services to our clients. Having built over 90 MW of large commercial and utility scale solar, MC Power Companies is a nationally respected Municipal Utility Solar Developer recognized as a trusted partner in developing photovoltaic projects for some of the region's largest Utilities and State Associations. Since its inception, MC Power Companies has built a superior team of professionals with experience and talent to develop and manage our projects.

#### **Project Team**

Our Executive Team consists of seasoned solar, electrical, construction and energy efficiency professionals experienced in site selection, engineering, procurement, financing, construction and commissioning.

Leadership –Tony Ross, President & CEO
Tony Ross founded MC Power Companies. Tony
brings over 30 years business experience to MC

Power. His expertise brings extensive knowledge and leadership in the finance, sales, operations and business development areas of the company.

Loren Williamson, Sr. Vice President of Project Development. Loren has over 25 years in the construction and electrical fields. Since 2008, Loren has led our Solar Project Development and Energy Systems Development Teams. Loren is a Board Member of the Lee's Summit Economic Development Council.

Jeff Judd, Director of Project Development. Jeff brings over 8 years of business experience to MC Power Companies. He offers extensive knowledge in the areas of finance, asset management and operations.

Lindsay Case – Senior Energy Consultant. Lindsay has been successful partnering with school districts and communities to maximize the benefits of solar generation. She holds a bachelor's degree from the University of Missouri in biological engineering.

Engineering —Blane Krause, PE, Lead Engineer, NABCEP Certified. Blane has 23 years of engineering experience in electrical systems for industrial, commercial, and municipal applications. He has led the engineering team at MC Power for over 3 years while focusing on solar and energy storage solutions. He is also a NABCEP certified installer.

Project Management— Brian Thorne, VP of Operations, NABCEP Certified. Brian is a construction professional with over 30 years' experience working in close partnership with clients, architects, engineers, inspectors, municipalities and fellow employees to ensure successful projects.

Jacob Brown, VP and Master Electrician, NABCEP Certified. Jacob has 15 years of experience in the construction industry, which includes 8 years of various operations management positions. Jacob is a registered Master Electrician in Missouri and Arizona. His primary role is managing construction and solar operations and has led his team on many successful projects.



#### **Experience:**

MC Power Companies is recognized nationally as one of the most reliable and trusted developers of solar power generating facilities. Our team structure provides some of the most experienced engineers, construction management, and development leadership in the energy industry. Our team resume includes projects in the following states: Missouri, Kansas California, Texas, Minnesota and North Carolina. MC Power Companies has successfully completed more Municipal-supported, utility-scale solar projects in the Central United States than any other firm. Our experience includes working in areas of generation, energy storage, energy management systems, site development, and finance development strategies. Our current portfolio of 90 MW of developed solar installations which includes utility scale projects as well as large industrial projects that are maintained and operated to provide our customers assurance that the performance projections meets or exceeds expectations. MC Power Companies also provides operating and maintenance services, monitoring solar projects that have been developed by other national solar firms.

#### **Financial Capabilities:**

Finance creativity is the strength of our team. We have channels available to minimize capital outlay and long-term expenditures and to capture valued savings and sustainability. The result is to provide assurance of performance and minimize risk. The resources we align ourselves with capture program incentives and funding streams to deliver the strongest savings in the industries. Project costs are a key component of project success. Our approach to capitalizing projects and minimizing risks are the elements that separate our team strategies from others.

#### **Corporate Insurance:**

MC Power Companies is insured by an A-rated insurance carrier that is licensed to do business in the State of Missouri. Upon award, MC Power Companies will provide a certificate of insurance naming the specific jobsite location/project and evidencing that MC Power Companies has purchased and is maintaining appropriate coverages for the length of the contract term.

#### **Solar System Design and Production Development Experience:**

MC Power Companies has delivered on every project we have proposed. In the state of Missouri, there have been developed solar projects that have not been completed by other firms. MC Power Companies and our financial partner have collaborated and completed those projects meeting the contractual obligations put in place with the municipality.

# Project Methodology These should be strong qualifiers to measure the partnership you choose.





#### References:

Independence Power & Light Zach Walker, City Administrator Phone: 816-325-7170 Project: Independence Community Solar Farm 2018 Size: 14.72 MW DC	City of Lee's Summit, Missouri Dawn Bell, Project Manager Phone: 816-969-1242 Project: Lee's Summit Animal Shelter 2018 Size: 29.9 Kw DC
Johnson County Community College Chris Worthington Phone: 913-469-3812 Project: Johnson County Community College Hospitality and Culinary Academy Rooftop Solar 2017 Size: 115.92 kW DC	Missouri Public Utility Alliance (MPUA) Duncan Kincheloe, CEO Phone: 573-445-3276 Project: El Dorado Springs, MO, 3.20MW DC, 2018 Size: 3.20 MW DC
Board of Public Utilities, Kansas City, KS Dong T. Quach Manager Electric Production Phone: 913-573-9024 Project: BPU Community Solar Project 2017 Size: 1.28 MW DC	Missouri Public Utility Alliance (MPUA) John Grotziner, COO Phone: 573-445-3276 Project: Higginsville, MO, 3.19MW DC, 2017 Size: 3.19 MW DC

#### Ability to Demonstrate the use of Commercial Grade Products:

Our resources and relationships allow MC Power Companies to deliver within budget and on schedule. Finding cost- effective value- added services that meet critical mission or goals of our clients is our expectation as well as our partners. The City of Lee's Summit has very specific and visionary goals and expectations that would require the alignment with a partner that will deliver. Supplier Channel Partners are a critical aspect of every project and with our ability to deliver project success we maintain buying efficiency and priority equal to some of the largest companies in the industries for all levels of technology and equipment The City of Lee's Summit will be assured to capture the best cost for the best equipment.

# Lee's Summit Animal Shelter

Lee's Summit, MO





#### Client

City of Lee's Summit

## **Completion Date**

2018

#### **MC Power Project Manager**

Jeremy Merz Project Manager (816) 251-4700

#### **MC Power Sales Lead**

Lindsay Case (816) 251-4700

#### **Services Provided**

- Design
- Construction
- Financing

#### **Project Summary**

MC Power Companies assisted student Zachary Burton in designing and constructing a 29.9kW DC Ground Mounted Fixed Tilt solar array. The system is located at the Lee's Summit Animal Shelter operated by the Lee's Summit Animal Control Department. It provides electricity for the facility's animals, employees and visitors. The system is estimated to save the city of Lee's Summit \$23,187 after 25 years. Adding solar to the animal shelter was the vision of student Zachary Burton who wanted to develop green energy in Lee's Summit. Zachary, MC Power and the City of Lee's Summit worked together to make the project a reality.

#### **Project Details**

The Lee's Summit Animal Shelter solar array consists of 92 325 watt Canadian Solar Panels and 4 HiQ Solar True String 208V inverters.







# **MPUA / MJMEUC**

## Missouri Joint Municipal Electric Utility Commission

## Aggregated 35.44 MW+ Solar Farm Development(s)



#### Clien

MPUA / MJMEUC Contact: Duncan Kincheloe, CEO John Grotzinger, COO (573) 445-3270

### **Completion Date**

2018

#### **MC Power Project Manager**

Loren Williamson Sr. VP Project Development (816) 251-4700

#### **Services Provided**

Pre-Planning Construction Commissioning Financing Community Solar

#### **Project Summary**

Missouri Joint Municipal Electric Utility Commission awarded MC Power Companies a Master Renewable Power Purchase Agreement on May 24, 2016 for an additional aggregated 16 MW of solar development aggregated among its 36-member communities. This is in addition to Butler, Missouri plus 16 MW awarded in 2012.

#### **Projects Completed:**

El Dorado Springs, MO – 3.20 MW – commissioned 2018

Higginsville, MO – 3.20 MW – commissioned 2017

Farmington, MO – 3.20 MW – commissioned 2017

Lebanon, MO – 3.20 MW – commissioned 2017

Chillicothe, MO – 3.20 MW – commissioned 2017

Marshall, MO – 3.281 MW – commissioned 2016

Waynesville, MO – 3.203 MW – commissioned 2016

Macon, MO – 3.240 MW – commissioned 2015

Trenton, MO – 3.290 MW – commissioned 2015

Rolla, MO – 3.197 MW – commissioned 2015

Butler, MO - 3.229 MW - commissioned 2014



#### (FOR ALL BIDS IN EXCESS OF \$5,000.00) Effective 1/1/2009

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 subcontractor that knowingly employs or contracts with an illegal alien.

Affiant

Lover A Williamson

Printed Name

, 2019.

Subscribed and sworn to before me this day of

**SEAL** 

SAUNDRA J. DAVIS My Commission Expires

November 13, 2020 **Jackson County** 

Commission #12408579





# THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

#### **ARTICLE I**

#### **PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and MC Power Companies, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

#### **ARTICLE II**

#### **FUNCTIONS TO BE PERFORMED**

#### A. RESPONSIBILITIES OF SSA

- 1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- 2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed





by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

- 4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

#### **B. RESPONSIBILITIES OF DHS**

- 1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
  - Automated verification checks on employees by electronic means, and
  - Photo verification checks (when available) on employees.
- 2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- 4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and





Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

- 7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

#### C. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
- 3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
  - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
- 5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that
- contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9
- process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer
  - should contact E-Verify at 888-464-4218.
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo





and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

- 6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
- 7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
- 8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer





may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

- 9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).





- 12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

- 1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
- a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
- b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
- c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time





of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

- d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form





I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **ARTICLE III**

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- 4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.





#### **B. REFERRAL TO DHS**

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by an express mail account (paid for at employer expense).
- 7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**





SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

#### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Anv and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

- B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity





regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

- F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.
- H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.





To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer MC Power Compa	nies, Inc.		
Stephanie Hall			
Name (Please Type or Print)		Title	
Electronically Signed		05/06/2013	
Signature		Date	
Department of Homeland Secu	rity – Verification D	ivision	
USCIS Verification Division Name (Please Type or Print)		Title	
Name (Flease Type of Fillit)		i iide	
Electronically Signed		05/06/2013	
Signature		Date	
Inforr Information relating to you	·	for the E-Verify Program	
Company Name	:MC Power Compani	es, Inc.	
Company Facility Address	3552 NE Ralph Powe	ell Road	
	Lees Summit, MO 64	1064	
Company Alternate			
Address:			
County or Parish:	JACKSON		
Employer Identification Number:	274433633		





North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more thin each State:	an 1 site? If yes, please provide the number of sites verified for
• MISSOURI	1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Stephanie Hall
Telephone Number: (816) 251 - 4700

Telephone Number: (816) 251 - 4700 Fax Number: (816) 251 - 4701

E-mail Address: **shall@mcpower.com** 



#### **CITY OF LEE'S SUMMIT**

PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
DeeDee Tschirhart, Senior Procurement Officer
deedee.tschirhart@cityofls.net

#### REQUEST FOR QUALIFICATIONS RFQ NO. 2019-044

The City of Lee's Summit is requesting electronically submitted Statements of Qualifications for the above-referenced project.

The City of Lee's Summit will accept bids via e-mail, fax or U.S. Mail from qualified persons or firms interested in providing the following:

#### **SOLAR POWER CONSULTING SERVICES**

Interested firms, or groups of firms, should prepare a response that addresses the following information:

- Experience and availability of key personnel;
- Experience on similar projects;
- Project Approach/Work Plan; and
- Critical Issues and Approaches to Solutions.

The submittals must be double-sided on standard letter-size paper (8.5" x 11") having a minimum font size of eleven (11) points and is no more than three (3) actual sheets of paper in length. Each of the three sheets of paper shall be numbered front and back as page one (1) through six (6). Up to two (2) additional double-sided sheets of paper, numbered front and back as page one (1) through four (4), may be submitted in an attached appendix and may be up to 11" x 17" in size. In addition, a single-sided one-sheet page cover letter should be submitted, which includes the name, title, email address and phone number of the point of contact person for the consultant team. The required signed Work Authorization Affidavit and the E-Verify program's Memorandum of Understanding must be included in your submittal; however they are not part of the maximum page requirement. A selection committee will evaluate the submittals based on the above criteria and notify selected firms for oral interviews (if necessary).

The selected firm will be expected to sign the City of Lee's Summit's standard contract. For a copy of the standard contract, please contact the Project Manager listed below. If the Consultant team is unable to sign the contract, or requests modifications, please indicate so briefly in the cover letter and submit a separate letter detailing any issue(s) with the standard contract.

#### Questions

For questions regarding this project, please contact:

#### Dawn Bell, Project Manager

Development Center City of Lee's Summit 220 S.E. Green Street Lee's Summit, MO 64063 Phone: (816) 969-1242

Email: dawn.bell@cityofls.net

#### Schedule

Notification sent out

Submitted Statement of Qualifications Due:

Selection Committee Meeting:

Firms Notified for Oral Interview:

Interviews 50 minutes each (if necessary):

January 11, 2019

January 25, 2019 5:00 PM Local Time

January 29, 2019

January 31, 2019

February 6-8, 2019



#### **General Scope of Services**

- Provide consultation services on which facilities would benefit from solar power
- > Design and build solar facilities as determined through consultation

This Request for Qualifications (RFQ) is an invitation by the City for interested firms to submit qualifications, which may be subject to subsequent discussions and negotiations. It is not a request for a competitive bid. Submittal of qualifications does not create any right in or expectation to a contract with the City. The City reserves the right to reject any and all RFQ's.

#### **Qualifications:**

- At least 5 years of solar development experience with utilities and municipalities
- Financial capabilities to develop, build and operate and maintain a leased project for 20 years
- Insure project for length of agreement
- Solar system design and production development experience to project energy production and calculate cost savings
- At least 5 references from 5 completed projects
- Ability to demonstrate the use of Commercial grade products

#### No Financial Interest or Other Conflict:

By submission of its response, the submitter certifies that they are in compliance with the following.

- Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- The Service Provider hereby covenants that at the time of solicitation submittal the Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Service Provider further agrees that during the term of the agreement neither the Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### **Debarment and Suspension Status:**

- Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated above.
- Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

#### Work Authorization and E-Verify:

Section 285.530, RSMo, affects all services provided in excess of \$5,000.00. This Section refers to the prohibition of employment of unauthorized aliens and requires participation in a Federal work authorization program. This law went into effect on January 1, 2009.

You are required to fill out and return with your submittal of qualifications the enclosed Work Authorization Affidavit and provide documentation evidencing current enrollment in a federal work authorization Program, e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding, The required documentation must be from the federal work authorization program provider. Letters from contractors reciting compliance is not sufficient. E-verify, <a href="https://www.dhs.gov/everify">http://www.dhs.gov/everify</a>, is a free Internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services 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 contractor'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 Contractor.

Project No.
CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo



(FOR ALL BIDS	S IN EXCESS OF \$5,000.00)
Effe	ective 1/1/2009
County of ) ss. State of )	
federal work authorization program for all employees working in codoes not knowingly employ any person who is an unauthorized alier	I alien to perform work for the City of Lee's Summit, Missouri or enter into a
	Affiant
	Printed Name
Subscribed and sworn to before me this day of	, 20
	Notary Public
SEAL	

Fixed Financials - 2,251.6 kW DC

Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Difference	Net	Year
1	\$362,950.00	\$321,870.16	\$384,500.00	\$343,420.16	\$343,420.16	1
2	\$362,950.00	\$331,526.26		\$31,423.74	\$311,996.42	2
3	\$362,950.00	\$341,472.05		\$21,477.95	\$290,518.48	3
4	\$362,950.00	\$351,716.21		\$11,233.79	\$279,284.69	4
5	\$362,950.00	\$362,267.70		\$682.30	\$278,602.39	5
6	\$362,950.00	\$373,135.73		\$10,185.73	\$288,788.12	6
7	\$362,950.00	\$384,329.80		\$21,379.80	\$310,167.93	7
8	\$362,950.00	\$395,859.70		\$32,909.70	\$343,077.63	8
9	\$362,950.00	\$407,735.49		\$44,785.49	\$387,863.11	9
10	\$362,950.00	\$419,967.55		\$57,017.55	\$444,880.67	10
11	\$362,950.00	\$432,566.58		\$69,616.58	\$514,497.25	11
12	\$362,950.00	\$445,543.58		\$82,593.58	\$597,090.83	12
13	\$362,950.00	\$458,909.88		\$95,959.88	\$693,050.71	13
14	\$362,950.00	\$472,677.18		\$109,727.18	\$802,777.89	14
15	\$362,950.00	\$486,857.50		\$123,907.50	\$926,685.39	15
16	\$362,950.00	\$501,463.22		\$138,513.22	\$1,065,198.61	16
17	\$362,950.00	\$516,507.12		\$153,557.12	\$1,218,755.73	17
18	\$362,950.00	\$532,002.33		\$169,052.33	\$1,387,808.06	18
19	\$362,950.00	\$547,962.40		\$185,012.40	\$1,572,820.46	19
20	\$362,950.00	\$564,401.27		\$201,451.27	\$1,774,271.74	20
	O&M Only					
21	\$27,930.26	\$581,333.31		\$553,403.05	\$2,327,674.79	21
22	\$28,488.87	\$598,773.31		\$570,284.45	\$2,897,959.23	22
23	\$29,058.64	\$616,736.51		\$587,677.87	\$3,485,637.10	23
24	\$29,639.82	\$635,238.61		\$605,598.79	\$4,091,235.89	24
25	\$30,232.61	\$654,295.76		\$624,063.15	\$4,715,299.05	25
26	\$30,837.26	\$673,924.64		\$643,087.37	\$5,358,386.42	26
27	\$31,454.01	\$694,142.38		\$662,688.37	\$6,021,074.79	27
28	\$32,083.09	\$714,966.65		\$682,883.56	\$6,703,958.34	28
29	\$32,724.75	\$736,415.65		\$703,690.90	\$7,407,649.24	29
30	\$33,379.25	\$758,508.12		\$725,128.87	\$8,132,778.11	30
	\$7,564,828.55	\$15,313,106.67	\$384,500.00	\$8,132,778.11		

Escalating Financials - 2,251.6 kW DC

Solar Services	Energy Savings	Rebate	Difference	Net
\$306,609.00	\$321,870.16	\$384,500.00	\$399,761.16	\$399,761.16
\$312,741.18	\$331,526.26		\$18,785.08	\$418,546.24
\$318,996.00	\$341,472.05		\$22,476.05	\$441,022.29
\$325,375.92	\$351,716.21		\$26,340.29	\$467,362.58
\$331,883.44	\$362,267.70		\$30,384.26	\$497,746.84
\$338,521.11	\$373,135.73		\$34,614.62	\$532,361.46
\$345,291.53	\$384,329.80		\$39,038.27	\$571,399.73
\$352,197.36	\$395,859.70		\$43,662.33	\$615,062.07
\$359,241.31	\$407,735.49		\$48,494.18	\$663,556.25
\$366,426.14	\$419,967.55		\$53,541.42	\$717,097.66
\$373,754.66	\$432,566.58		\$58,811.92	\$775,909.58
\$381,229.75	\$445,543.58		\$64,313.82	\$840,223.41
\$388,854.35	\$458,909.88		\$70,055.54	\$910,278.94
\$396,631.44	\$472,677.18		\$76,045.75	\$986,324.69
\$404,564.06	\$486,857.50		\$82,293.43	\$1,068,618.12
\$412,655.35	\$501,463.22		\$88,807.88	\$1,157,426.00
\$420,908.45	\$516,507.12		\$95,598.67	\$1,253,024.66
\$429,326.62	\$532,002.33		\$102,675.71	\$1,355,700.37
\$437,913.15	\$547,962.40		\$110,049.25	\$1,465,749.62
\$446,671.42	\$564,401.27		\$117,729.86	\$1,583,479.48
O&M Only				
\$27,930.26	\$581,333.31		\$553,403.05	\$2,136,882.53
\$28,488.87	\$598,773.31		\$570,284.45	\$2,707,166.98
\$29,058.64	\$616,736.51		\$587,677.87	\$3,294,844.85
\$29,639.82	\$635,238.61		\$605,598.79	\$3,900,443.64
\$30,232.61	\$654,295.76		\$624,063.15	\$4,524,506.79
\$30,837.26	\$673,924.64		\$643,087.37	\$5,167,594.16
\$31,454.01	\$694,142.38		\$662,688.37	\$5,830,282.53
\$32,083.09	\$714,966.65		\$682,883.56	\$6,513,166.09
\$32,724.75	\$736,415.65		\$703,690.90	\$7,216,856.98
\$33,379.25	\$758,508.12		\$725,128.87	\$7,941,985.85
\$7.755.620.81	\$15.313.106.67	\$384.500.00	\$7.941.985.85	

\$7,755,620.81 \$15,313,106.67 \$384,500.00 \$7,941,985.85

		Water - 1,194 k		Water - 1,194 kW D			
Year	Solar Services	<b>Energy Savings</b>	Rebate	Net	Year	Solar Services	<b>Energy Savings</b>
1	\$188,679.00	\$180,567.00	\$164,775.00	\$156,663.00	1	\$160,160.70	\$180,567.00
2	\$188,679.00	\$185,984.01		\$153,968.01	2	\$163,363.91	\$185,984.01
3	\$188,679.00	\$191,563.53		\$156,852.54	3	\$166,631.19	\$191,563.53
4	\$188,679.00	\$197,310.44		\$165,483.98	4	\$169,963.82	\$197,310.44
5	\$188,679.00	\$203,229.75		\$180,034.73	5	\$173,363.09	\$203,229.75
6	\$188,679.00	\$209,326.64		\$200,682.37	6	\$176,830.35	\$209,326.64
7	\$188,679.00	\$215,606.44		\$227,609.81	7	\$180,366.96	\$215,606.44
8	\$188,679.00	\$222,074.63		\$261,005.44	8	\$183,974.30	\$222,074.63
9	\$188,679.00	\$228,736.87		\$301,063.32	9	\$187,653.79	\$228,736.87
10	\$188,679.00	\$235,598.98		\$347,983.30	10	\$191,406.86	\$235,598.98
11	\$188,679.00	\$242,666.95		\$401,971.24	11	\$195,235.00	\$242,666.95
12	\$188,679.00	\$249,946.96		\$463,239.20	12	\$199,139.70	\$249,946.96
13	\$188,679.00	\$257,445.37		\$532,005.57	13	\$203,122.49	\$257,445.37
14	\$188,679.00	\$265,168.73		\$608,495.29	14	\$207,184.94	\$265,168.73
15	\$188,679.00	\$273,123.79		\$692,940.08	15	\$211,328.64	\$273,123.79
16	\$188,679.00	\$281,317.50		\$785,578.59	16	\$215,555.22	\$281,317.50
17	\$188,679.00	\$289,757.03		\$886,656.61	17	\$219,866.32	\$289,757.03
18	\$188,679.00	\$298,449.74		\$996,427.35	18	\$224,263.65	\$298,449.74
19	\$188,679.00	\$307,403.23		\$1,115,151.58	19	\$228,748.92	\$307,403.23
20	\$188,679.00	\$316,625.33		\$1,243,097.91	20	\$233,323.90	\$316,625.33
	\$3,773,580.00	\$4,851,902.91				\$3,891,483.76	\$4,851,902.91
	O&M Only					O&M Only	
21	\$14,193.77	\$326,124.09		\$1,555,028.23	21	\$14,193.77	\$326,124.09
22	\$14,477.65	\$335,907.81		\$1,876,458.39	22	\$14,477.65	\$335,907.81
23	\$14,767.20	\$345,985.04		\$2,207,676.24	23	\$14,767.20	\$345,985.04
24	\$15,062.54	\$356,364.60		\$2,548,978.29	24	\$15,062.54	\$356,364.60
25	\$15,363.79	\$367,055.53		\$2,900,670.03	25	\$15,363.79	\$367,055.53
26	\$15,671.07	\$378,067.20		\$3,263,066.16	26	\$15,671.07	\$378,067.20
27	\$15,984.49	\$389,409.22		\$3,636,490.89	27	\$15,984.49	\$389,409.22
28	\$16,304.18	\$401,091.49		\$4,021,278.20	28	\$16,304.18	\$401,091.49
30	\$16,630.26	\$413,124.24		\$4,417,772.17	30	\$16,630.26	\$413,124.24
	\$16,962.87	\$425,517.96		\$4,826,327.27		\$16,962.87	\$425,517.96
	\$3,928,997.82	\$8,590,550.09	\$164,775.00			\$4,046,901.58	\$8,590,550.09

C - Escalating 2	2%		Scruggs 74.5 kW DC - Fixe		
Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate
\$164,775.00	\$185,181.30	1	\$12,387.00	\$12,287.65	\$18,625.00
	\$207,801.40	2	\$12,387.00	\$12,656.28	
	\$232,733.73	3	\$12,387.00	\$13,035.97	
	\$260,080.35	4	\$12,387.00	\$13,427.05	
	\$289,947.01	5	\$12,387.00	\$13,829.86	
	\$322,443.30	6	\$12,387.00	\$14,244.75	
	\$357,682.78	7	\$12,387.00	\$14,672.10	
	\$395,783.11	8	\$12,387.00	\$15,112.26	
	\$436,866.20	9	\$12,387.00	\$15,565.63	
	\$481,058.32	10	\$12,387.00	\$16,032.60	
	\$528,490.26	11	\$12,387.00	\$16,513.57	
	\$579,297.52	12	\$12,387.00	\$17,008.98	
	\$633,620.39	13	\$12,387.00	\$17,519.25	
	\$691,604.18	14	\$12,387.00	\$18,044.83	
	\$753,399.33	15	\$12,387.00	\$18,586.17	
	\$819,161.61	16	\$12,387.00	\$19,143.76	
	\$889,052.32	17	\$12,387.00	\$19,718.07	
	\$963,238.41	18	\$12,387.00	\$20,309.61	
	\$1,041,892.72	19	\$12,387.00	\$20,918.90	
	\$1,125,194.16	20	\$12,387.00	\$21,546.47	
			\$247,740.00	\$330,173.76	
			O&M Only		
	\$1,437,124.47	21	\$1,174.02	\$22,192.86	
	\$1,758,554.64	22	\$1,197.50	\$22,858.65	
	\$2,089,772.48	23	\$1,221.45	\$23,544.41	
	\$2,431,074.54	24	\$1,245.88	\$24,250.74	
	\$2,782,766.28	25	\$1,270.80	\$24,978.26	
	\$3,145,162.41	26	\$1,296.21	\$25,727.61	
	\$3,518,587.13	27	\$1,322.14	\$26,499.44	
	\$3,903,374.44	28	\$1,348.58	\$27,294.42	
	\$4,299,868.42	29	\$1,375.55	\$28,113.25	
	\$4,708,423.51	30	\$1,403.06	\$28,956.65	
\$164,775.00			\$260,595.19	\$584,590.06	\$18,625.00

	Scruggs 74.5 kW DC - Escalating							
Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net		Year	
\$18,525.65	1	\$10,470.23	\$12,287.65	\$18,625.00	\$20,442.42		1	
\$18,794.93	2	\$10,679.63	\$12,656.28		\$22,419.06		2	
\$19,443.90	3	\$10,893.23	\$13,035.97		\$24,561.81		3	
\$20,483.94	4	\$11,111.09	\$13,427.05		\$26,877.76		4	
\$21,926.80	5	\$11,333.31	\$13,829.86		\$29,374.31		5	
\$23,784.56	6	\$11,559.98	\$14,244.75		\$32,059.08		6	
\$26,069.65	7	\$11,791.18	\$14,672.10		\$34,940.00		7	
\$28,794.91	8	\$12,027.00	\$15,112.26		\$38,025.25		8	
\$31,973.54	9	\$12,267.54	\$15,565.63		\$41,323.34		9	
\$35,619.14	10	\$12,512.89	\$16,032.60		\$44,843.04		10	
\$39,745.71	11	\$12,763.15	\$16,513.57		\$48,593.46		11	
\$44,367.69	12	\$13,018.41	\$17,008.98		\$52,584.03		12	
\$49,499.94	13	\$13,278.78	\$17,519.25		\$56,824.50		13	
\$55,157.77	14	\$13,544.36	\$18,044.83		\$61,324.96		14	
\$61,356.94	15	\$13,815.25	\$18,586.17		\$66,095.89		15	
\$68,113.70	16	\$14,091.55	\$19,143.76		\$71,148.10		16	
\$75,444.77	17	\$14,373.38	\$19,718.07		\$76,492.79		17	
\$83,367.39	18	\$14,660.85	\$20,309.61		\$82,141.55		18	
\$91,899.29	19	\$14,954.07	\$20,918.90		\$88,106.39		19	
\$101,058.76	20	\$15,253.15	\$21,546.47		\$94,399.71		20	
		\$254,399.05	\$330,173.76					
		O&M Only						
\$122,077.60	21	\$1,174.02	\$22,192.86		\$115,418.55		21	
\$143,738.75	22	\$1,197.50	\$22,858.65		\$137,079.70		22	
\$166,061.71	23	\$1,221.45	\$23,544.41		\$159,402.66		23	
\$189,066.57	24	\$1,245.88	\$24,250.74		\$182,407.52		24	
\$212,774.03	25	\$1,270.80	\$24,978.26		\$206,114.98		25	
\$237,205.43	26	\$1,296.21	\$25,727.61		\$230,546.38		26	
\$262,382.73	27	\$1,322.14	\$26,499.44		\$255,723.68		27	
\$288,328.57	28	\$1,348.58	\$27,294.42		\$281,669.52		28	
\$315,066.28	29	\$1,375.55	\$28,113.25		\$308,407.23		29	
\$342,619.87	30	\$1,403.06	\$28,956.65		\$335,960.82		30	
		\$267,254.24	\$584,590.06	\$18,625.00				

Bowlin Pump - 98.7 kW DC Ground Mount					Bowlin	Pump - 98.7 kW	DC Ground N
<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate
\$16,410.00	\$16,914.28	\$24,675.00	\$25,179.28	1	\$13,871.30	\$16,914.28	\$24,675.00
\$16,410.00	\$17,421.71		\$26,190.99	2	\$14,148.72	\$17,421.71	
\$16,410.00	\$17,944.36		\$27,725.35	3	\$14,431.70	\$17,944.36	
\$16,410.00	\$18,482.69		\$29,798.04	4	\$14,720.33	\$18,482.69	
\$16,410.00	\$19,037.17		\$32,425.21	5	\$15,014.74	\$19,037.17	
\$16,410.00	\$19,608.29		\$35,623.50	6	\$15,315.03	\$19,608.29	
\$16,410.00	\$20,196.53		\$39,410.03	7	\$15,621.33	\$20,196.53	
\$16,410.00	\$20,802.43		\$43,802.46	8	\$15,933.76	\$20,802.43	
\$16,410.00	\$21,426.50		\$48,818.97	9	\$16,252.44	\$21,426.50	
\$16,410.00	\$22,069.30		\$54,478.26	10	\$16,577.49	\$22,069.30	
\$16,410.00	\$22,731.38		\$60,799.64	11	\$16,909.03	\$22,731.38	
\$16,410.00	\$23,413.32		\$67,802.96	12	\$17,247.22	\$23,413.32	
\$16,410.00	\$24,115.72		\$75,508.68	13	\$17,592.16	\$24,115.72	
\$16,410.00	\$24,839.19		\$83,937.87	14	\$17,944.00	\$24,839.19	
\$16,410.00	\$25,584.37		\$93,112.24	15	\$18,302.88	\$25,584.37	
\$16,410.00	\$26,351.90		\$103,054.13	16	\$18,668.94	\$26,351.90	
\$16,410.00	\$27,142.45		\$113,786.59	17	\$19,042.32	\$27,142.45	
\$16,410.00	\$27,956.73		\$125,333.32	18	\$19,423.17	\$27,956.73	
\$16,410.00	\$28,795.43		\$137,718.75	19	\$19,811.63	\$28,795.43	
\$16,410.00	\$29,659.29		\$150,968.04	20	\$20,207.86	\$29,659.29	
\$328,200.00	\$454,493.04				\$337,036.06	\$454,493.04	
O&M Only					O&M Only		
\$1,174.02	\$30,549.07		\$180,343.09	21	\$1,174.02	\$30,549.07	
\$1,197.50	\$31,465.54		\$210,611.13	22	\$1,197.50	\$31,465.54	
\$1,221.45	\$32,409.51		\$241,799.19	23	\$1,221.45	\$32,409.51	
\$1,245.88	\$33,381.79		\$273,935.11	24	\$1,245.88	\$33,381.79	
\$1,270.80	\$34,383.25		\$307,047.56	25	\$1,270.80	\$34,383.25	
\$1,296.21	\$35,414.75		\$341,166.09	26	\$1,296.21	\$35,414.75	
\$1,322.14	\$36,477.19		\$376,321.14	27	\$1,322.14	\$36,477.19	
\$1,348.58	\$37,571.50		\$412,544.07	28	\$1,348.58	\$37,571.50	
\$1,375.55	\$38,698.65		\$449,867.16	29	\$1,375.55	\$38,698.65	
\$1,403.06	\$39,859.61		\$488,323.71	30	\$1,403.06	\$39,859.61	
\$341,055.19	\$804,703.90	\$24,675.00			\$349,891.25	\$804,703.90	\$24,675.00

lount			South Term	South Terminal Pump - 196.7 kW DC Ground Mount					
Net	,	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Year			
\$27,717.98		1	\$32,705.00	\$32,658.04	\$37,500.00	\$37,453.04	1		
\$30,990.97		2	\$32,705.00	\$33,637.78		\$38,385.82	2		
\$34,503.63		3	\$32,705.00	\$34,646.91		\$40,327.74	3		
\$38,265.99		4	\$32,705.00	\$35,686.32		\$43,309.06	4		
\$42,288.42		5	\$32,705.00	\$36,756.91		\$47,360.97	5		
\$46,581.67		6	\$32,705.00	\$37,859.62		\$52,515.59	6		
\$51,156.87		7	\$32,705.00	\$38,995.41		\$58,806.00	7		
\$56,025.54		8	\$32,705.00	\$40,165.27		\$66,266.27	8		
\$61,199.61		9	\$32,705.00	\$41,370.23		\$74,931.49	9		
\$66,691.42		10	\$32,705.00	\$42,611.33		\$84,837.83	10		
\$72,513.76		11	\$32,705.00	\$43,889.67		\$96,022.50	11		
\$78,679.87		12	\$32,705.00	\$45,206.37		\$108,523.87	12		
\$85,203.43		13	\$32,705.00	\$46,562.56		\$122,381.43	13		
\$92,098.61		14	\$32,705.00	\$47,959.43		\$137,635.86	14		
\$99,380.10		15	\$32,705.00	\$49,398.22		\$154,329.07	15		
\$107,063.05		16	\$32,705.00	\$50,880.16		\$172,504.24	16		
\$115,163.19		17	\$32,705.00	\$52,406.57		\$192,205.80	17		
\$123,696.75		18	\$32,705.00	\$53,978.76		\$213,479.57	18		
\$132,680.55		19	\$32,705.00	\$55,598.13		\$236,372.69	19		
\$142,131.98		20	\$32,705.00	\$57,266.07		\$260,933.76	20		
			\$654,100.00	\$877,533.76					
			O&M Only						
\$171,507.03		21	\$2,348.04	\$58,984.05		\$317,569.78	21		
\$201,775.07		22	\$2,395.00	\$60,753.57		\$375,928.35	22		
\$232,963.13		23	\$2,442.90	\$62,576.18		\$436,061.63	23		
\$265,099.05		24	\$2,491.76	\$64,453.47		\$498,023.34	24		
\$298,211.50		25	\$2,541.59	\$66,387.07		\$561,868.82	25		
\$332,330.03		26	\$2,592.43	\$68,378.68		\$627,655.08	26		
\$367,485.09		27	\$2,644.27	\$70,430.04		\$695,440.85	27		
\$403,708.01		28	\$2,697.16	\$72,542.95		\$765,286.63	28		
\$441,031.11		29	\$2,751.10	\$74,719.23		\$837,254.76	29		
\$479,487.65		30	\$2,806.13	\$76,960.81		\$911,409.45	30		
			\$679,810.38	\$1,553,719.83	\$37,500.00				

South Tern	ninal Pump - 196.	7 kW DC Gro	und Mount		Legacy W
<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>
\$27,644.22	\$32,658.04	\$37,500.00	\$42,513.82	1	\$5,969.00
\$28,197.10	\$33,637.78		\$47,954.50	2	\$5,969.00
\$28,761.04	\$34,646.91		\$53,840.37	3	\$5,969.00
\$29,336.27	\$35,686.32		\$60,190.43	4	\$5,969.00
\$29,922.99	\$36,756.91		\$67,024.35	5	\$5,969.00
\$30,521.45	\$37,859.62		\$74,362.52	6	\$5,969.00
\$31,131.88	\$38,995.41		\$82,226.05	7	\$5,969.00
\$31,754.52	\$40,165.27		\$90,636.80	8	\$5,969.00
\$32,389.61	\$41,370.23		\$99,617.42	9	\$5,969.00
\$33,037.40	\$42,611.33		\$109,191.35	10	\$5,969.00
\$33,698.15	\$43,889.67		\$119,382.88	11	\$5,969.00
\$34,372.11	\$45,206.37		\$130,217.14	12	\$5,969.00
\$35,059.55	\$46,562.56		\$141,720.14	13	\$5,969.00
\$35,760.74	\$47,959.43		\$153,918.83	14	\$5,969.00
\$36,475.96	\$49,398.22		\$166,841.09	15	\$5,969.00
\$37,205.48	\$50,880.16		\$180,515.77	16	\$5,969.00
\$37,949.59	\$52,406.57		\$194,972.75	17	\$5,969.00
\$38,708.58	\$53,978.76		\$210,242.94	18	\$5,969.00
\$39,482.75	\$55,598.13		\$226,358.31	19	\$5,969.00
\$40,272.41	\$57,266.07		\$243,351.98	20	\$5,969.00
\$671,681.79	\$877,533.76				\$119,380.00
O&M Only					O&M Only
\$2,348.04	\$58,984.05		\$299,987.99	21	\$1,174.02
\$2,395.00	\$60,753.57		\$358,346.56	22	\$1,197.50
\$2,442.90	\$62,576.18		\$418,479.84	23	\$1,221.45
\$2,491.76	\$64,453.47		\$480,441.55	24	\$1,245.88
\$2,541.59	\$66,387.07		\$544,287.03	25	\$1,270.80
\$2,592.43	\$68,378.68		\$610,073.29	26	\$1,296.21
\$2,644.27	\$70,430.04		\$677,859.06	27	\$1,322.14
\$2,697.16	\$72,542.95		\$747,704.84	28	\$1,348.58
\$2,751.10	\$74,719.23		\$819,672.97	29	\$1,375.55
\$2,806.13	\$76,960.81		\$893,827.66	30	\$1,403.06
\$697,392.17	\$1,553,719.83	\$37,500.00			\$132,235.19

oods Lift Station - 35.9 kW DC - Fixed				Legacy Woods Lift Station - 35.9 kW DC - Escalating			
<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net
\$5,451.54	\$8,975.00	\$8,457.54	1	\$5,045.39	\$5,451.54	\$8,975.00	\$9,381.15
\$5,615.09		\$8,103.63	2	\$5,146.29	\$5,615.09		\$9,849.95
\$5,783.54		\$7,918.16	3	\$5,249.22	\$5,783.54		\$10,384.27
\$5,957.04		\$7,906.21	4	\$5,354.20	\$5,957.04		\$10,987.11
\$6,135.76		\$8,072.97	5	\$5,461.29	\$6,135.76		\$11,661.57
\$6,319.83		\$8,423.80	6	\$5,570.51	\$6,319.83		\$12,410.89
\$6,509.42		\$8,964.22	7	\$5,681.92	\$6,509.42		\$13,238.39
\$6,704.71		\$9,699.93	8	\$5,795.56	\$6,704.71		\$14,147.53
\$6,905.85		\$10,636.77	9	\$5,911.47	\$6,905.85		\$15,141.91
\$7,113.02		\$11,780.80	10	\$6,029.70	\$7,113.02		\$16,225.23
\$7,326.41		\$13,138.21	11	\$6,150.30	\$7,326.41		\$17,401.34
\$7,546.21		\$14,715.42	12	\$6,273.30	\$7,546.21		\$18,674.25
\$7,772.59		\$16,519.01	13	\$6,398.77	\$7,772.59		\$20,048.07
\$8,005.77		\$18,555.78	14	\$6,526.74	\$8,005.77		\$21,527.10
\$8,245.94		\$20,832.72	15	\$6,657.28	\$8,245.94		\$23,115.76
\$8,493.32		\$23,357.04	16	\$6,790.43	\$8,493.32		\$24,818.66
\$8,748.12		\$26,136.17	17	\$6,926.23	\$8,748.12		\$26,640.54
\$9,010.56		\$29,177.73	18	\$7,064.76	\$9,010.56		\$28,586.35
\$9,280.88		\$32,489.61	19	\$7,206.05	\$9,280.88		\$30,661.18
\$9,559.31		\$36,079.92	20	\$7,350.17	\$9,559.31		\$32,870.31
\$146,484.92				\$122,589.61	\$146,484.92		
				O&M Only			
\$9,846.09		\$44,751.99	21	\$1,174.02	\$9,846.09		\$41,542.38
\$10,141.47		\$53,695.96	22	\$1,197.50	\$10,141.47		\$50,486.35
\$10,445.71		\$62,920.22	23	\$1,221.45	\$10,445.71		\$59,710.61
\$10,759.09		\$72,433.43	24	\$1,245.88	\$10,759.09		\$69,223.82
\$11,081.86		\$82,244.49	25	\$1,270.80	\$11,081.86		\$79,034.88
\$11,414.31		\$92,362.59	26	\$1,296.21	\$11,414.31		\$89,152.98
\$11,756.74		\$102,797.20	27	\$1,322.14	\$11,756.74		\$99,587.59
\$12,109.45		\$113,558.06	28	\$1 <i>,</i> 348.58	\$12,109.45		\$110,348.45
\$12,472.73		\$124,655.24	29	\$1,375.55	\$12,472.73		\$121,445.63
\$12,846.91		\$136,099.09	30	\$1,403.06	\$12,846.91		\$132,889.48
\$259,359.28	\$8,975.00			\$135,444.80	\$259,359.28	\$8,975.00	

	Douglas H		Douglas Hig			
Yea	Solar Services	<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>
1	\$69,000.00	\$60,945.62	\$37,500.00	\$29,445.62	1	\$59,000.00
2	\$69,000.00	\$62,773.99		\$23,219.61	2	\$60,180.00
3	\$69,000.00	\$64,657.21		\$18,876.82	3	\$61,383.60
4	\$69,000.00	\$66,596.92		\$16,473.74	4	\$62,611.27
5	\$69,000.00	\$68,594.83		\$16,068.57	5	\$63,863.50
6	\$69,000.00	\$70,652.68		\$17,721.25	6	\$65,140.77
7	\$69,000.00	\$72,772.26		\$21,493.51	7	\$66,443.58
8	\$69,000.00	\$74,955.43		\$27,448.93	8	\$67,772.45
9	\$69,000.00	\$77,204.09		\$35,653.02	9	\$69,127.90
10	\$69,000.00	\$79,520.21		\$46,173.23	10	\$70,510.46
11	\$69,000.00	\$81,905.82		\$59,079.05	11	\$71,920.67
12	\$69,000.00	\$84,362.99		\$74,442.04	12	\$73,359.08
13	\$69,000.00	\$86,893.88		\$92,335.92	13	\$74,826.27
14	\$69,000.00	\$89,500.70		\$112,836.62	14	\$76,322.79
15	\$69,000.00	\$92,185.72		\$136,022.34	15	\$77,849.25
16	\$69,000.00	\$94,951.29		\$161,973.63	16	\$79,406.23
17	\$69,000.00	\$97,799.83		\$190,773.46	17	\$80,994.36
18	\$69,000.00	\$100,733.82		\$222,507.28	18	\$82,614.24
19	\$69,000.00	\$103,755.84		\$257,263.12	19	\$84,266.53
20	\$69,000.00	\$106,868.51		\$295,131.63	20	\$85,951.86
	\$1,380,000.00	\$1,637,631.63				\$1,433,544.82
	O&M Only					O&M Only
21	\$5,283.09	\$110,074.57		\$399,923.11	21	\$5,283.09
22	\$5,388.75	\$113,376.81		\$507,911.17	22	\$5 <i>,</i> 388.75
23	\$5,496.53	\$116,778.11		\$619,192.75	23	\$5,496.53
24	\$5,606.46	\$120,281.45		\$733,867.75	24	\$5,606.46
25	\$5,718.59	\$123,889.90		\$852,039.06	25	\$5,718.59
26	\$5,832.96	\$127,606.59		\$973,812.69	26	\$5,832.96
27	\$5,949.62	\$131,434.79		\$1,099,297.87	27	\$5,949.62
28	\$6,068.61	\$135,377.84		\$1,228,607.09	28	\$6,068.61
29	\$6,189.98	\$139,439.17		\$1,361,856.28	29	\$6,189.98
30	\$6,313.78	\$143,622.35		\$1,499,164.85	30	\$6,313.78
	\$1,437,848.36	\$2,899,513.21	\$37,500.00			\$1,491,393.18

h Service Pump - 474.7 kW DC - Escalating				T	udor Pump - 314
<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>
\$60,945.62	\$37,500.00	\$39,445.62	1	\$52,208.00	\$52,310.11
\$62,773.99		\$42,039.61	2	\$52,208.00	\$53,879.41
\$64,657.21		\$45,313.22	3	\$52,208.00	\$55,495.80
\$66,596.92		\$49,298.87	4	\$52,208.00	\$57,160.67
\$68,594.83		\$54,030.20	5	\$52,208.00	\$58,875.49
\$70,652.68		\$59,542.11	6	\$52,208.00	\$60,641.75
\$72,772.26		\$65,870.79	7	\$52,208.00	\$62,461.01
\$74,955.43		\$73,053.76	8	\$52,208.00	\$64,334.84
\$77,204.09		\$81,129.94	9	\$52,208.00	\$66,264.88
\$79,520.21		\$90,139.69	10	\$52,208.00	\$68,252.83
\$81,905.82		\$100,124.84	11	\$52,208.00	\$70,300.41
\$84,362.99		\$111,128.75	12	\$52,208.00	\$72,409.43
\$86,893.88		\$123,196.36	13	\$52,208.00	\$74,581.71
\$89,500.70		\$136,374.27	14	\$52,208.00	\$76,819.16
\$92,185.72		\$150,710.74	15	\$52,208.00	\$79,123.73
\$94,951.29		\$166,255.80	16	\$52,208.00	\$81,497.45
\$97,799.83		\$183,061.27	17	\$52,208.00	\$83,942.37
\$100,733.82		\$201,180.85	18	\$52,208.00	\$86,460.64
\$103,755.84		\$220,670.16	19	\$52,208.00	\$89,054.46
\$106,868.51		\$241,586.81	20	\$52,208.00	\$91,726.09
\$1,637,631.63				\$1,044,160.00	\$1,405,592.25
				O&M Only	
\$110,074.57		\$346,378.29	21	\$3,522.06	\$94,477.88
\$113,376.81		\$454,366.35	22	\$3,592.50	\$97,312.21
\$116,778.11		\$565,647.93	23	\$3,664.35	\$100,231.58
\$120,281.45		\$680,322.93	24	\$3,737.64	\$103,238.53
\$123,889.90		\$798,494.24	 25	\$3,812.39	\$106,335.68
\$127,606.59		\$920,267.87	 26	\$3,888.64	\$109,525.75
\$131,434.79		\$1,045,753.05	27	\$3,966.41	\$112,811.53
\$135,377.84		\$1,175,062.27	 28	\$4,045.74	\$116,195.87
\$139,439.17		\$1,308,311.46	 29	\$4,126.65	\$119,681.75
\$143,622.35		\$1,445,620.03	30	\$4,209.19	\$123,272.20
\$2,899,513.21	\$37,500.00		ere	\$1,082,725.57	\$2,488,675.23

kW DC - Fixe	d		Т	udor Pump - 314	kW DC - Fixe	d
Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net
\$37,500.00	\$37,602.11	1	\$44,129.56	\$52,310.11	\$37,500.00	\$45,680.55
	\$39,273.52	2	\$45,012.15	\$53,879.41		\$54,547.81
	\$42,561.32	3	\$45,912.39	\$55,495.80		\$64,131.21
	\$47,513.99	4	\$46,830.64	\$57,160.67		\$74,461.24
	\$54,181.48	5	\$47,767.25	\$58,875.49		\$85,569.48
	\$62,615.23	6	\$48,722.60	\$60,641.75		\$97,488.63
	\$72,868.24	7	\$49,697.05	\$62,461.01		\$110,252.58
	\$84,995.08	8	\$50,690.99	\$64,334.84		\$123,896.43
	\$99,051.96	9	\$51,704.81	\$66,264.88		\$138,456.50
	\$115,096.79	10	\$52,738.91	\$68,252.83		\$153,970.42
	\$133,189.20	11	\$53,793.69	\$70,300.41		\$170,477.14
	\$153,390.63	12	\$54,869.56	\$72,409.43		\$188,017.01
	\$175,764.34	13	\$55,966.95	\$74,581.71		\$206,631.77
	\$200,375.50	14	\$57,086.29	\$76,819.16		\$226,364.63
	\$227,291.23	15	\$58,228.02	\$79,123.73		\$247,260.35
	\$256,580.68	16	\$59,392.58	\$81,497.45		\$269,365.22
	\$288,315.05	17	\$60,580.43	\$83,942.37		\$292,727.16
	\$322,567.69	18	\$61,792.04	\$86,460.64		\$317,395.77
	\$359,414.15	19	\$63,027.88	\$89,054.46		\$343,422.35
	\$398,932.25	20	\$64,288.44	\$91,726.09		\$370,860.01
			\$1,072,232.24	\$1,405,592.25		
			O&M Only			
	\$489,888.06	21	\$3,522.06	\$94,477.88		\$461,815.82
	\$583,607.78	22	\$3,592.50	\$97,312.21		\$555,535.54
	\$680,175.00	23	\$3,664.35	\$100,231.58		\$652,102.77
	\$779,675.89	24	\$3,737.64	\$103,238.53		\$751,603.65
	\$882,199.19	25	\$3,812.39	\$106,335.68		\$854,126.95
	\$987,836.30	26	\$3,888.64	\$109,525.75		\$959,764.06
	\$1,096,681.42	27	\$3,966.41	\$112,811.53		\$1,068,609.18
	\$1,208,831.55	28	\$4,045.74	\$116,195.87		\$1,180,759.31
	\$1,324,386.64	29	\$4,126.65	\$119,681.75		\$1,296,314.40
	\$1,443,449.65	30	\$4,209.19	\$123,272.20		\$1,415,377.42
\$37,500.00			\$1,110,797.81	\$2,488,675.23	\$37,500.00	

	4 Fi	re Stations - 206.3	3 kW DC - Fix	ed		4 Fire St	ations - 206.3kW
Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>
1	\$34,300.00	\$26,572.32	\$51,575.00	\$43,847.32	1	\$28,993.39	\$26,572.32
2	\$34,300.00	\$27,369.49		\$36,916.81	2	\$29,573.26	\$27,369.49
3	\$34,300.00	\$28,190.57		\$30,807.38	3	\$30,164.72	\$28,190.57
4	\$34,300.00	\$29,036.29		\$25,543.68	4	\$30,768.02	\$29,036.29
5	\$34,300.00	\$29,907.38		\$21,151.06	5	\$31,383.38	\$29,907.38
6	\$34,300.00	\$30,804.60		\$17,655.66	6	\$32,011.05	\$30,804.60
7	\$34,300.00	\$31,728.74		\$15,084.40	7	\$32,651.27	\$31,728.74
8	\$34,300.00	\$32,680.60		\$13,465.00	8	\$33,304.29	\$32,680.60
9	\$34,300.00	\$33,661.02		\$12,826.02	9	\$33,970.38	\$33,661.02
10	\$34,300.00	\$34,670.85		\$13,196.87	10	\$34,649.78	\$34,670.85
11	\$34,300.00	\$35,710.98		\$14,607.85	11	\$35,342.78	\$35,710.98
12	\$34,300.00	\$36,782.31		\$17,090.15	12	\$36,049.64	\$36,782.31
13	\$34,300.00	\$37,885.77		\$20,675.93	13	\$36,770.63	\$37,885.77
14	\$34,300.00	\$39,022.35		\$25,398.27	14	\$37,506.04	\$39,022.35
15	\$34,300.00	\$40,193.02		\$31,291.29	15	\$38,256.16	\$40,193.02
16	\$34,300.00	\$41,398.81		\$38,390.10	16	\$39,021.29	\$41,398.81
17	\$34,300.00	\$42,640.77		\$46,730.87	17	\$39,801.71	\$42,640.77
18	\$34,300.00	\$43,920.00		\$56,350.87	18	\$40,597.75	\$43,920.00
19	\$34,300.00	\$45,237.60		\$67,288.47	19	\$41,409.70	\$45,237.60
20	\$34,300.00	\$46,594.72		\$79,583.19	20	\$42,237.89	\$46,594.72
	\$686,000.00	\$714,008.19				\$704,463.12	\$714,008.19
	O&M Only					O&M Only	
21	\$1,174.02	\$47,992.57		\$126,401.74	21	\$1,174.02	\$47,992.57
22	\$1,197.50	\$49,432.34		\$174,636.58	22	\$1,197.50	\$49,432.34
23	\$1,221.45	\$50,915.31		\$224,330.44	23	\$1,221.45	\$50,915.31
24	\$1,245.88	\$52,442.77		\$275,527.33	24	\$1,245.88	\$52,442.77
25	\$1,270.80	\$54,016.06		\$328,272.59	25	\$1,270.80	\$54,016.06
26	\$1,296.21	\$55,636.54		\$382,612.92	26	\$1,296.21	\$55,636.54
27	\$1,322.14	\$57,305.63		\$438,596.41	27	\$1,322.14	\$57,305.63
28	\$1,348.58	\$59,024.80		\$496,272.63	28	\$1,348.58	\$59,024.80
29	\$1,375.55	\$60,795.55		\$555,692.63	29	\$1,375.55	\$60,795.55
30	\$1,403.06	\$62,619.41		\$616,908.98	30	\$1,403.06	\$62,619.41
	\$698,855.19	\$1,264,189.17	\$51,575.00			\$717,318.31	\$1,264,189.17

DC - Escalati	ng 2%		Fire Station 1 - 59.3 kW DC Fixed					
Rebate	Net	Year	Solar Services	<b>Energy Savings</b>	Rebate	Net		
\$51,575.00	\$49,153.93	1	\$9,859.00	\$7,247.79	\$14,825.00	\$12,213.79		
	\$46,950.16	2	\$9,859.00	\$7,465.22		\$9,820.01		
	\$44,976.01	3	\$9,859.00	\$7,689.18		\$7,650.19		
	\$43,244.29	4	\$9,859.00	\$7,919.86		\$5,711.05		
	\$41,768.29	5	\$9,859.00	\$8,157.45		\$4,009.50		
	\$40,561.85	6	\$9,859.00	\$8,402.18		\$2,552.68		
	\$39,639.32	7	\$9,859.00	\$8,654.24		\$1,347.92		
	\$39,015.63	8	\$9,859.00	\$8,913.87		\$402.78		
	\$38,706.27	9	\$9,859.00	\$9,181.28		-\$274.93		
	\$38,727.34	10	\$9,859.00	\$9,456.72		-\$677.21		
	\$39,095.53	11	\$9,859.00	\$9,740.42		-\$795.79		
	\$39,828.20	12	\$9,859.00	\$10,032.64		-\$622.15		
	\$40,943.35	13	\$9,859.00	\$10,333.62		-\$147.53		
	\$42,459.65	14	\$9,859.00	\$10,643.62		\$637.09		
	\$44,396.51	15	\$9,859.00	\$10,962.93		\$1,741.02		
	\$46,774.03	16	\$9,859.00	\$11,291.82		\$3,173.84		
	\$49,613.10	17	\$9,859.00	\$11,630.58		\$4,945.42		
	\$52,935.35	18	\$9,859.00	\$11,979.49		\$7,065.91		
	\$56,763.24	19	\$9,859.00	\$12,338.88		\$9,545.79		
	\$61,120.07	20	\$9,859.00	\$12,709.04		\$12,395.83		
			\$197,180.00	\$194,750.83				
			O&M Only					
	\$107,938.62	21	\$1,174.02	\$13,090.31		\$24,312.13		
	\$156,173.46	22	\$1,197.50	\$13,483.02		\$36,597.65		
	\$205,867.32	23	\$1,221.45	\$13,887.52		\$49,263.72		
	\$257,064.21	24	\$1,245.88	\$14,304.14		\$62,321.98		
	\$309,809.47	25	\$1,270.80	\$14,733.26		\$75,784.44		
	\$364,149.80	26	\$1,296.21	\$15,175.26		\$89,663.49		
	\$420,133.29	27	\$1,322.14	\$15,630.52		\$103,971.88		
	\$477,809.52	28	\$1,348.58	\$16,099.44		\$118,722.73		
	\$537,229.51	29	\$1,375.55	\$16,582.42		\$133,929.60		
	\$598,445.86	30	\$1,403.06	\$17,079.89		\$149,606.43		
\$51,575.00			\$210,035.19	\$344,816.62	\$14,825.00			

	Fire	Station 1 - 59.3 k	W DC Escalat	ing		Fire Station
Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>
1	\$8,334.02	\$7,247.79	\$14,825.00	\$13,738.77	1	\$6,535.00
2	\$8,500.70	\$7,465.22		\$12,703.29	2	\$6,535.00
3	\$8,670.72	\$7,689.18		\$11,721.75	3	\$6,535.00
4	\$8,844.13	\$7,919.86		\$10,797.48	4	\$6,535.00
5	\$9,021.01	\$8,157.45		\$9,933.92	5	\$6,535.00
6	\$9,201.43	\$8,402.18		\$9,134.66	6	\$6,535.00
7	\$9,385.46	\$8,654.24		\$8,403.44	7	\$6,535.00
8	\$9,573.17	\$8,913.87		\$7,744.13	8	\$6,535.00
9	\$9,764.64	\$9,181.28		\$7,160.78	9	\$6,535.00
10	\$9,959.93	\$9,456.72		\$6,657.57	10	\$6,535.00
11	\$10,159.13	\$9,740.42		\$6,238.87	11	\$6,535.00
12	\$10,362.31	\$10,032.64		\$5,909.20	12	\$6,535.00
13	\$10,569.56	\$10,333.62		\$5,673.26	13	\$6,535.00
14	\$10,780.95	\$10,643.62		\$5,535.94	14	\$6,535.00
15	\$10,996.57	\$10,962.93		\$5,502.31	15	\$6,535.00
16	\$11,216.50	\$11,291.82		\$5,577.63	16	\$6,535.00
17	\$11,440.83	\$11,630.58		\$5,767.38	17	\$6,535.00
18	\$11,669.64	\$11,979.49		\$6,077.23	18	\$6,535.00
19	\$11,903.04	\$12,338.88		\$6,513.07	19	\$6,535.00
20	\$12,141.10	\$12,709.04		\$7,081.02	20	\$6,535.00
	\$202,494.81	\$194,750.83				\$130,700.00
	O&M Only					O&M Only
21	\$1,174.02	\$13,090.31		\$18,997.31	21	\$1,174.02
22	\$1,197.50	\$13,483.02		\$31,282.84	22	\$1,197.50
23	\$1,221.45	\$13,887.52		\$43,948.90	23	\$1,221.45
24	\$1,245.88	\$14,304.14		\$57,007.16	24	\$1,245.88
25	\$1,270.80	\$14,733.26		\$70,469.63	25	\$1,270.80
26	\$1,296.21	\$15,175.26		\$84,348.68	26	\$1,296.21
27	\$1,322.14	\$15,630.52		\$98,657.06	27	\$1,322.14
28	\$1 <i>,</i> 348.58	\$16,099.44		\$113,407.92	28	\$1,348.58
29	\$1,375.55	\$16,582.42		\$128,614.79	29	\$1,375.55
30	\$1,403.06	\$17,079.89		\$144,291.62	30	\$1,403.06
	\$215,350.01	\$344,816.62	\$14,825.00			\$143,555.19

2 - 39.3 kW DC C	Canopy & Ro	of - Fixed	Fire	Fire Station 2 - 39.3 kW DC Canopy & Roof - Escalating 2					
<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net		
\$5,013.09	\$9,825.00	\$8,303.09	1	\$5,523.22	\$5,013.09	\$9,825.00	\$9,314.87		
\$5,163.48		\$6,931.57	2	\$5,633.69	\$5,163.48		\$8,844.66		
\$5,318.39		\$5,714.96	3	\$5,746.36	\$5,318.39		\$8,416.69		
\$5,477.94		\$4,657.90	4	\$5,861.29	\$5,477.94		\$8,033.34		
\$5,642.28		\$3,765.18	5	\$5,978.51	\$5,642.28		\$7,697.11		
\$5,811.55		\$3,041.72	6	\$6,098.08	\$5,811.55		\$7,410.57		
\$5,985.89		\$2,492.61	7	\$6,220.05	\$5,985.89		\$7,176.42		
\$6,165.47		\$2,123.08	8	\$6,344.45	\$6,165.47		\$6,997.44		
\$6,350.43		\$1,938.51	9	\$6,471.33	\$6,350.43		\$6,876.53		
\$6,540.95		\$1,944.46	10	\$6,600.76	\$6,540.95		\$6,816.72		
\$6,737.17		\$2,146.63	11	\$6,732.78	\$6,737.17		\$6,821.12		
\$6,939.29		\$2,550.92	12	\$6,867.43	\$6,939.29		\$6,892.97		
\$7,147.47		\$3,163.39	13	\$7,004.78	\$7,147.47		\$7,035.66		
\$7,361.89		\$3,990.28	14	\$7,144.88	\$7,361.89		\$7,252.67		
\$7,582.75		\$5,038.03	15	\$7,287.77	\$7,582.75		\$7,547.65		
\$7,810.23		\$6,313.26	16	\$7,433.53	\$7,810.23		\$7,924.35		
\$8,044.54		\$7,822.80	17	\$7,582.20	\$8,044.54		\$8,386.69		
\$8,285.87		\$9,573.67	18	\$7,733.84	\$8,285.87		\$8,938.72		
\$8,534.45		\$11,573.12	19	\$7,888.52	\$8,534.45		\$9,584.65		
\$8,790.48		\$13,828.61	20	\$8,046.29	\$8,790.48		\$10,328.84		
\$134,703.61				\$134,199.77	\$134,703.61				
				O&M Only					
\$9,054.20		\$21,708.78	21	\$1,174.02	\$9,054.20		\$18,209.02		
\$9,325.82		\$29,837.11	22	\$1,197.50	\$9,325.82		\$26,337.34		
\$9,605.60		\$38,221.26	23	\$1,221.45	\$9,605.60		\$34,721.49		
\$9,893.77		\$46,869.14	24	\$1,245.88	\$9,893.77		\$43,369.38		
\$10,190.58		\$55,788.93	25	\$1,270.80	\$10,190.58		\$52,289.16		
\$10,496.30		\$64,989.01	26	\$1,296.21	\$10,496.30		\$61,489.24		
\$10,811.19		\$74,478.06	27	\$1,322.14	\$10,811.19		\$70,978.29		
\$11,135.52		\$84,265.00	28	\$1,348.58	\$11,135.52		\$80,765.23		
\$11,469.59		\$94,359.04	29	\$1,375.55	\$11,469.59		\$90,859.27		
\$11,813.67		\$104,769.65	30	\$1,403.06	\$11,813.67		\$101,269.88		
\$238,499.84	\$9,825.00			\$147,054.96	\$238,499.84	\$9,825.00			

	Fire St	tation 6 - 51.1 kW	DC Canopy	Fixed		Fire Stat
Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>
1	\$8,496.00	\$6,685.16	\$12,775.00	\$10,964.16	1	\$7,181.59
2	\$8,496.00	\$6,885.71		\$9,353.87	2	\$7,325.23
3	\$8,496.00	\$7,092.29		\$7,950.16	3	\$7,471.73
4	\$8,496.00	\$7,305.05		\$6,759.22	4	\$7,621.17
5	\$8,496.00	\$7,524.21		\$5,787.42	5	\$7,773.59
6	\$8,496.00	\$7,749.93		\$5,041.36	6	\$7,929.06
7	\$8,496.00	\$7,982.43		\$4,527.79	7	\$8,087.64
8	\$8,496.00	\$8,221.90		\$4,253.69	8	\$8,249.39
9	\$8,496.00	\$8,468.56		\$4,226.25	9	\$8,414.38
10	\$8,496.00	\$8,722.62		\$4,452.87	10	\$8,582.67
11	\$8,496.00	\$8,984.30		\$4,941.16	11	\$8,754.32
12	\$8,496.00	\$9,253.82		\$5,698.99	12	\$8,929.41
13	\$8,496.00	\$9,531.44		\$6,734.43	13	\$9,108.00
14	\$8,496.00	\$9,817.38		\$8,055.81	14	\$9,290.16
15	\$8,496.00	\$10,111.90		\$9,671.72	15	\$9,475.96
16	\$8,496.00	\$10,415.26		\$11,590.98	16	\$9,665.48
17	\$8,496.00	\$10,727.72		\$13,822.70	17	\$9,858.79
18	\$8,496.00	\$11,049.55		\$16,376.25	18	\$10,055.97
19	\$8,496.00	\$11,381.04		\$19,261.28	19	\$10,257.08
20	\$8,496.00	\$11,722.47		\$22,487.75	20	\$10,462.23
	\$169,920.00	\$179,632.75				\$174,493.85
	O&M Only					O&M Only
21	\$1,174.02	\$12,074.14		\$33,387.88	21	\$1,174.02
22	\$1,197.50	\$12,436.37		\$44,626.74	22	\$1,197.50
23	\$1,221.45	\$12,809.46		\$56,214.75	23	\$1,221.45
24	\$1,245.88	\$13,193.74		\$68,162.61	24	\$1,245.88
25	\$1,270.80	\$13,589.55		\$80,481.37	25	\$1,270.80
26	\$1,296.21	\$13,997.24		\$93,182.40	26	\$1,296.21
27	\$1,322.14	\$14,417.16		\$106,277.42	27	\$1,322.14
28	\$1,348.58	\$14,849.67		\$119,778.51	28	\$1,348.58
29	\$1,375.55	\$15,295.16		\$133,698.12	29	\$1,375.55
30	\$1,403.06	\$15,754.02		\$148,049.07	30	\$1,403.06
	\$182,775.19	\$318,049.27	\$12,775.00			\$187,349.04

ion 6 - 51.1 kW D	C Canopy Esc	alating		Fire Statio	on 7 - 56.6 kW DC	Canopy - Fixe
<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate
\$6,685.16	\$12,775.00	\$12,278.57	1	\$9,410.00	\$7,626.28	\$14,150.00
\$6,885.71		\$11,839.05	2	\$9,410.00	\$7,855.07	
\$7,092.29		\$11,459.61	3	\$9,410.00	\$8,090.72	
\$7,305.05		\$11,143.50	4	\$9,410.00	\$8,333.44	
\$7,524.21		\$10,894.12	5	\$9,410.00	\$8,583.45	
\$7,749.93		\$10,714.99	6	\$9,410.00	\$8,840.95	
\$7,982.43		\$10,609.78	7	\$9,410.00	\$9,106.18	
\$8,221.90		\$10,582.29	8	\$9,410.00	\$9,379.36	
\$8,468.56		\$10,636.47	9	\$9,410.00	\$9,660.74	
\$8,722.62		\$10,776.42	10	\$9,410.00	\$9,950.57	
\$8,984.30		\$11,006.39	11	\$9,410.00	\$10,249.08	
\$9,253.82		\$11,330.81	12	\$9,410.00	\$10,556.56	
\$9,531.44		\$11,754.25	13	\$9,410.00	\$10,873.25	
\$9,817.38		\$12,281.47	14	\$9,410.00	\$11,199.45	
\$10,111.90		\$12,917.42	15	\$9,410.00	\$11,535.43	
\$10,415.26		\$13,667.20	16	\$9,410.00	\$11,881.50	
\$10,727.72		\$14,536.13	17	\$9,410.00	\$12,237.94	
\$11,049.55		\$15,529.71	18	\$9,410.00	\$12,605.08	
\$11,381.04		\$16,653.67	19	\$9,410.00	\$12,983.23	
\$11,722.47		\$17,913.91	20	\$9,410.00	\$13,372.73	
\$179,632.75				\$188,200.00	\$204,921.00	
				O&M Only		
\$12,074.14		\$28,814.03	21	\$1,174.02	\$13,773.91	
\$12,436.37		\$40,052.90	22	\$1,197.50	\$14,187.13	
\$12,809.46		\$51,640.90	23	\$1,221.45	\$14,612.74	
\$13,193.74		\$63,588.77	24	\$1,245.88	\$15,051.12	
\$13,589.55		\$75,907.52	25	\$1,270.80	\$15,502.66	
\$13,997.24		\$88,608.55	26	\$1,296.21	\$15,967.74	
\$14,417.16		\$101,703.57	27	\$1,322.14	\$16,446.77	
\$14,849.67		\$115,204.66	28	\$1,348.58	\$16,940.17	
\$15,295.16		\$129,124.27	29	\$1,375.55	\$17,448.38	
\$15,754.02		\$143,475.23	30	\$1,403.06	\$17,971.83	
\$318,049.27	\$12,775.00			\$201,055.19	\$362,823.44	\$14,150.00

ed		Fire Statio	on 7 - 56.6 kW DC	Canopy - Fixe	ed
Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net
\$12,366.28	1	\$7,954.56	\$7,626.28	\$14,150.00	\$13,821.72
\$10,811.35	2	\$8,113.66	\$7 <i>,</i> 855.07		\$13,563.13
\$9,492.07	3	\$8,275.93	\$8,090.72		\$13,377.92
\$8,415.51	4	\$8,441.45	\$8,333.44		\$13,269.92
\$7,588.96	5	\$8,610.28	\$8,583.45		\$13,243.09
\$7,019.90	6	\$8,782.48	\$8,840.95		\$13,301.55
\$6,716.08	7	\$8,958.13	\$9,106.18		\$13,449.60
\$6,685.44	8	\$9,137.29	\$9,379.36		\$13,691.67
\$6,936.19	9	\$9,320.04	\$9,660.74		\$14,032.37
\$7,476.75	10	\$9,506.44	\$9,950.57		\$14,476.50
\$8,315.84	11	\$9,696.57	\$10,249.08		\$15,029.01
\$9,462.39	12	\$9,890.50	\$10,556.56		\$15,695.07
\$10,925.64	13	\$10,088.31	\$10,873.25		\$16,480.01
\$12,715.09	14	\$10,290.08	\$11,199.45		\$17,389.38
\$14,840.52	15	\$10,495.88	\$11,535.43		\$18,428.93
\$17,312.02	16	\$10,705.80	\$11,881.50		\$19,604.63
\$20,139.96	17	\$10,919.91	\$12,237.94		\$20,922.66
\$23,335.04	18	\$11,138.31	\$12,605.08		\$22,389.43
\$26,908.27	19	\$11,361.08	\$12,983.23		\$24,011.59
\$30,871.00	20	\$11,588.30	\$13,372.73		\$25,796.02
		\$193,274.98	\$204,921.00		
		O&M Only			
\$43,470.89	21	\$1,174.02	\$13,773.91		\$38,395.91
\$56,460.52	22	\$1,197.50	\$14,187.13		\$51,385.53
\$69,851.81	23	\$1,221.45	\$14,612.74		\$64,776.82
\$83,657.05	24	\$1,245.88	\$15,051.12		\$78,582.07
\$97,888.91	25	\$1,270.80	\$15,502.66		\$92,813.93
\$112,560.43	26	\$1,296.21	\$15,967.74		\$107,485.45
\$127,685.07	27	\$1,322.14	\$16,446.77		\$122,610.08
\$143,276.66	28	\$1,348.58	\$16,940.17		\$138,201.68
\$159,349.48	29	\$1 <i>,</i> 375.55	\$17,448.38		\$154,274.50
\$175,918.25	30	\$1,403.06	\$17,971.83		\$170,843.27
		\$206,130.17	\$362,823.44	\$14,150.00	

	Pa	arks - 408.1 kW D	C - Fixed - 3 Sit	es		Parks	- 408.1 kW DC - E
Year	Solar Services	<b>Energy Savings</b>	Rebate	Net	Year	Solar Services	<b>Energy Savings</b>
1	\$66,353.00	\$49,686.31	\$111,925.00	\$95,258.31	1	\$56,014.52	\$49,686.31
2	\$66,353.00	\$51,176.90		\$80,082.21	2	\$57,134.81	\$51,176.90
3	\$66,353.00	\$52,712.21		\$66,441.42	3	\$58,277.51	\$52,712.21
4	\$66,353.00	\$54,293.57		\$54,381.99	4	\$59,443.06	\$54,293.57
5	\$66,353.00	\$55,922.38		\$43,951.37	5	\$60,631.92	\$55,922.38
6	\$66,353.00	\$57,600.05		\$35,198.42	6	\$61,844.56	\$57,600.05
7	\$66,353.00	\$59,328.05		\$28,173.47	7	\$63,081.45	\$59,328.05
8	\$66,353.00	\$61,107.89		\$22,928.37	8	\$64,343.08	\$61,107.89
9	\$66,353.00	\$62,941.13		\$19,516.50	9	\$65,629.94	\$62,941.13
10	\$66,353.00	\$64,829.36		\$17,992.86	10	\$66,942.54	\$64,829.36
11	\$66,353.00	\$66,774.25		\$18,414.11	11	\$68,281.39	\$66,774.25
12	\$66,353.00	\$68,777.47		\$20,838.58	12	\$69,647.02	\$68,777.47
13	\$66,353.00	\$70,840.80		\$25,326.38	13	\$71,039.96	\$70,840.80
14	\$66,353.00	\$72,966.02		\$31,939.40	14	\$72,460.75	\$72,966.02
15	\$66,353.00	\$75,155.00		\$40,741.40	15	\$73,909.97	\$75,155.00
16	\$66,353.00	\$77,409.65		\$51,798.05	16	\$75,388.17	\$77,409.65
17	\$66,353.00	\$79,731.94		\$65,176.99	17	\$76,895.93	\$79,731.94
18	\$66,353.00	\$82,123.90		\$80,947.89	18	\$78,433.85	\$82,123.90
19	\$66,353.00	\$84,587.62		\$99,182.51	19	\$80,002.53	\$84,587.62
20	\$66,353.00	\$87,125.25		\$119,954.76	20	\$81,602.58	\$87,125.25
	\$1,327,060.00	\$1,335,089.76				\$1,361,005.51	\$1,335,089.76
	O&M Only					O&M Only	
21	\$624.02	\$89,739.00		\$209,069.74	21	\$1,174.02	\$89,739.00
22	\$636.50	\$92,431.17		\$300,864.41	22	\$1,197.50	\$92,431.17
23	\$649.23	\$95,204.11		\$395,419.29	23	\$1,221.45	\$95,204.11
24	\$662.22	\$98,060.23		\$492,817.31	24	\$1,245.88	\$98,060.23
25	\$675.46	\$101,002.04		\$593,143.88	25	\$1,270.80	\$101,002.04
26	\$688.97	\$104,032.10		\$696,487.02	26	\$1,296.21	\$104,032.10
27	\$702.75	\$107,153.06		\$802,937.33	27	\$1,322.14	\$107,153.06
28	\$716.80	\$110,367.65		\$912,588.18	28	\$1,348.58	\$110,367.65
29	\$731.14	\$113,678.68		\$1,025,535.73	29	\$1,375.55	\$113,678.68
30	\$745.76	\$117,089.04		\$1,141,879.01	30	\$1,403.06	\$117,089.04
	\$1,333,892.84	\$2,363,846.85	\$111,925.00			\$1,373,860.70	\$2,363,846.85

scalating 2% - 3	3 Sites	Harris Park - 95.2 kW DC Roof Mounted				
Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	
\$111,925.00	\$105,596.79	1	\$15,329.00	\$11,993.39	\$23,800.00	
	\$99,638.88	2	\$15,329.00	\$12,353.19		
	\$94,073.58	3	\$15,329.00	\$12,723.79		
	\$88,924.09	4	\$15,329.00	\$13,105.50		
	\$84,214.56	5	\$15,329.00	\$13,498.67		
	\$79,970.05	6	\$15,329.00	\$13,903.63		
	\$76,216.66	7	\$15,329.00	\$14,320.73		
	\$72,981.47	8	\$15,329.00	\$14,750.36		
	\$70,292.67	9	\$15,329.00	\$15,192.87		
	\$68,179.50	10	\$15,329.00	\$15,648.65		
	\$66,672.35	11	\$15,329.00	\$16,118.11		
	\$65,802.81	12	\$15,329.00	\$16,601.66		
	\$65,603.65	13	\$15,329.00	\$17,099.71		
	\$66,108.92	14	\$15,329.00	\$17,612.70		
	\$67,353.95	15	\$15,329.00	\$18,141.08		
	\$69,375.44	16	\$15,329.00	\$18,685.31		
	\$72,211.45	17	\$15,329.00	\$19,245.87		
	\$75,901.49	18	\$15,329.00	\$19,823.25		
	\$80,486.58	19	\$15,329.00	\$20,417.94		
	\$86,009.25	20	\$15,329.00	\$21,030.48		
			\$306,580.00	\$322,266.88		
			O&M Only			
	\$174,574.23	21	\$1,174.02	\$21,661.40		
	\$265,807.91	22	\$1,197.50	\$22,311.24		
	\$359,790.56	23	\$1,221.45	\$22,980.58		
	\$456,604.91	24	\$1,245.88	\$23,669.99		
	\$556,336.16	25	\$1,270.80	\$24,380.09		
	\$659,072.04	26	\$1,296.21	\$25,111.50		
	\$764,902.97	27	\$1,322.14	\$25,864.84		
	\$873,922.04	28	\$1,348.58	\$26,640.79		
	\$986,225.17	29	\$1,375.55	\$27,440.01		
	\$1,101,911.16	30	\$1,403.06	\$28,263.21		
\$111,925.00			\$319,435.19	\$570,590.51	\$23,800.00	

ixed	H	Harris Park - 95.	2 kW DC Roof Mo	unted - Escal	lating 2%	
Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net	Year
\$20,464.39	1	\$12,879.41	\$11,993.39	\$23,800.00	\$22,913.98	1
\$17,488.58	2	\$13,137.00	\$12,353.19		\$22,130.18	2
\$14,883.37	3	\$13,399.74	\$12,723.79		\$21,454.23	3
\$12,659.87	4	\$13,667.73	\$13,105.50	\$20,892.0		4
\$10,829.54	5	\$13,941.09	\$13,498.67		\$20,449.58	5
\$9,404.16	6	\$14,219.91	\$13,903.63		\$20,133.30	6
\$8,395.90	7	\$14,504.31	\$14,320.73		\$19,949.73	7
\$7,817.25	8	\$14,794.39	\$14,750.36		\$19,905.69	8
\$7,681.12	9	\$15,090.28	\$15,192.87		\$20,008.28	9
\$8,000.78	10	\$15,392.08	\$15,648.65		\$20,264.85	10
\$8,789.89	11	\$15,699.93	\$16,118.11		\$20,683.04	11
\$10,062.55	12	\$16,013.93	\$16,601.66		\$21,270.77	12
\$11,833.25	13	\$16,334.20	\$17,099.71		\$22,036.27	13
\$14,116.95	14	\$16,660.89	\$17,612.70	\$22,988.08		14
\$16,929.03	15	\$16,994.11	\$18,141.08	\$24,135.06		15
\$20,285.34	16	\$17,333.99	\$18,685.31		\$25,486.38	16
\$24,202.21	17	\$17,680.67	\$19,245.87		\$27,051.58	17
\$28,696.46	18	\$18,034.28	\$19,823.25		\$28,840.55	18
\$33,785.40	19	\$18,394.97	\$20,417.94		\$30,863.53	19
\$39,486.88	20	\$18,762.87	\$21,030.48		\$33,131.14	20
		\$312,935.74	\$322,266.88			
		O&M Only				
\$59,974.26	21	\$1,174.02	\$21,661.40		\$53,618.52	21
\$81,088.00	22	\$1,197.50	\$22,311.24		\$74,732.26	22
\$102,847.12	23	\$1,221.45	\$22,980.58		\$96,491.38	23
\$125,271.23	24	\$1,245.88	\$23,669.99		\$118,915.49	24
\$148,380.53	25	\$1,270.80	\$24,380.09		\$142,024.79	25
\$172,195.81	26	\$1,296.21	\$25,111.50		\$165,840.07	26
\$196,738.51	27	\$1,322.14	\$25,864.84		\$190,382.78	27
\$222,030.72	28	\$1,348.58	\$26,640.79	\$215,674.98		28
\$248,095.18	29	\$1,375.55	\$27,440.01		\$241,739.44	 29
\$274,955.32	30	\$1,403.06	\$28,263.21		\$268,599.58	30
		\$325,790.93	\$570,590.51	\$23,800.00		

Le	egacy Park - 164.9	kW DC - Fixe	d		Legac	y Park - 164.9 kW
<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>
\$27,418.00	\$20,077.55	\$37,500.00	\$30,159.55	1	\$23,175.05	\$20,077.55
\$27,418.00	\$20,679.88		\$23,421.43	2	\$23,638.55	\$20,679.88
\$27,418.00	\$21,300.27		\$17,303.70	3	\$24,111.32	\$21,300.27
\$27,418.00	\$21,939.28		\$11,824.98	4	\$24,593.54	\$21,939.28
\$27,418.00	\$22,597.46		\$7,004.44	5	\$25,085.42	\$22,597.46
\$27,418.00	\$23,275.38		\$2,861.82	6	\$25,587.12	\$23,275.38
\$27,418.00	\$23,973.64		(\$582.53)	7	\$26,098.87	\$23,973.64
\$27,418.00	\$24,692.85		(\$3,307.68)	8	\$26,620.84	\$24,692.85
\$27,418.00	\$25,433.64		(\$5,292.04)	9	\$27,153.26	\$25,433.64
\$27,418.00	\$26,196.65		(\$6,513.39)	10	\$27,696.33	\$26,196.65
\$27,418.00	\$26,982.55		(\$6,948.84)	11	\$28,250.25	\$26,982.55
\$27,418.00	\$27,792.02		(\$6,574.82)	12	\$28,815.26	\$27,792.02
\$27,418.00	\$28,625.79		(\$5,367.03)	13	\$29,391.56	\$28,625.79
\$27,418.00	\$29,484.56		(\$3,300.47)	14	\$29,979.39	\$29,484.56
\$27,418.00	\$30,369.10		(\$349.38)	15	\$30,578.98	\$30,369.10
\$27,418.00	\$31,280.17		\$3,512.79	16	\$31,190.56	\$31,280.17
\$27,418.00	\$32,218.57		\$8,313.37	17	\$31,814.37	\$32,218.57
\$27,418.00	\$33,185.13		\$14,080.50	18	\$32,450.66	\$33,185.13
\$27,418.00	\$34,180.68		\$20,843.18	19	\$33,099.67	\$34,180.68
\$27,418.00	\$35,206.11		\$28,631.29	20	\$33,761.67	\$35,206.11
\$548,360.00	\$539,491.29				\$563,092.66	\$539,491.29
O&M Only					O&M Only	
\$1,174.02	\$36,262.29		\$63,719.56	21	\$1,174.02	\$36,262.29
\$1,197.50	\$37,350.16		\$99,872.21	22	\$1,197.50	\$37,350.16
\$1,221.45	\$38,470.66		\$137,121.42	23	\$1,221.45	\$38,470.66
\$1,245.88	\$39,624.78		\$175,500.33	24	\$1,245.88	\$39,624.78
\$1,270.80	\$40,813.53		\$215,043.06	25	\$1,270.80	\$40,813.53
\$1,296.21	\$42,037.93		\$255,784.77	26	\$1,296.21	\$42,037.93
\$1,322.14	\$43,299.07		\$297,761.71	27	\$1,322.14	\$43,299.07
\$1,348.58	\$44,598.04		\$341,011.17	28	\$1,348.58	\$44,598.04
\$1,375.55	\$45,935.98		\$385,571.60	29	\$1,375.55	\$45,935.98
\$1,403.06	\$47,314.06		\$431,482.60	30	\$1,403.06	\$47,314.06
\$561,215.19	\$955,197.79	\$37,500.00			\$575,947.85	\$955,197.79

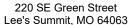
DC - Escalatir	ng 2%		Longview - 148 kW DC - Fixed					
Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net		
\$37,500.00	\$34,402.50	1	\$23,606.00	\$17,615.77	\$37,000.00	\$31,009.77		
	\$31,443.83	2	\$23,606.00	\$18,144.24		\$25,548.01		
	\$28,632.79	3	\$23,606.00	\$18,688.57		\$20,630.58		
	\$25,978.53	4	\$23,606.00	\$19,249.23		\$16,273.81		
	\$23,490.57	5	\$23,606.00	\$19,826.70		\$12,494.52		
	\$21,178.83	6	\$23,606.00	\$20,421.51		\$9,310.02		
	\$19,053.61	7	\$23,606.00	\$21,034.15		\$6,738.17		
	\$17,125.62	8	\$23,606.00	\$21,665.18		\$4,797.35		
	\$15,406.00	9	\$23,606.00	\$22,315.13		\$3,506.48		
	\$13,906.32	10	\$23,606.00	\$22,984.58		\$2,885.06		
	\$12,638.62	11	\$23,606.00	\$23,674.12		\$2,953.18		
	\$11,615.39	12	\$23,606.00	\$24,384.35		\$3,731.53		
	\$10,849.61	13	\$23,606.00	\$25,115.88		\$5,241.40		
	\$10,354.78	14	\$23,606.00	\$25,869.35		\$7,504.76		
	\$10,144.89	15	\$23,606.00	\$26,645.43		\$10,544.19		
	\$10,234.50	16	\$23,606.00	\$27,444.80		\$14,382.98		
	\$10,638.70	17	\$23,606.00	\$28,268.14		\$19,045.12		
	\$11,373.17	18	\$23,606.00	\$29,116.18		\$24,555.31		
	\$12,454.19	19	\$23,606.00	\$29,989.67		\$30,938.98		
	\$13,898.62	20	\$23,606.00	\$30,889.36		\$38,222.34		
			\$472,120.00	\$473,342.34				
			O&M Only					
	\$48,986.89	21	\$1,174.02	\$31,816.04		\$68,864.36		
	\$85,139.55	22	\$1,197.50	\$32,770.52		\$100,437.38		
	\$122,388.76	23	\$1,221.45	\$33,753.64		\$132,969.56		
	\$160,767.66	24	\$1,245.88	\$34,766.25		\$166,489.93		
	\$200,310.39	25	\$1,270.80	\$35,809.23		\$201,028.37		
	\$241,052.11	26	\$1,296.21	\$36,883.51		\$236,615.66		
	\$283,029.04	27	\$1,322.14	\$37,990.02		\$273,283.54		
	\$326,278.50	28	\$1,348.58	\$39,129.72		\$311,064.68		
	\$370,838.93	29	\$1,375.55	\$40,303.61		\$349,992.74		
	\$416,749.93	30	\$1,403.06	\$41,512.72		\$390,102.39		
\$37,500.00			\$484,975.19	\$838,077.58	\$37,000.00			

	Longview - 148 kW DC - Escalating 2%				
Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net	
1	\$19,960.06	\$17,615.77	\$37,000.00	\$34,655.71	
2	\$20,359.26	\$18,144.24		\$32,440.69	
3	\$20,766.45	\$18,688.57		\$30,362.82	
4	\$21,181.78	\$19,249.23		\$28,430.27	
5	\$21,605.41	\$19,826.70		\$26,651.56	
6	\$22,037.52	\$20,421.51		\$25,035.55	
7	\$22,478.27	\$21,034.15		\$23,591.43	
8	\$22,927.83	\$21,665.18		\$22,328.77	
9	\$23,386.39	\$22,315.13		\$21,257.51	
10	\$23,854.12	\$22,984.58		\$20,387.97	
11	\$24,331.20	\$23,674.12		\$19,730.89	
12	\$24,817.83	\$24,384.35		\$19,297.41	
13	\$25,314.18	\$25,115.88		\$19,099.11	
14	\$25,820.47	\$25,869.35		\$19,147.99	
15	\$26,336.88	\$26,645.43		\$19,456.55	
16	\$26,863.61	\$27,444.80		\$20,037.73	
17	\$27,400.89	\$28,268.14		\$20,904.99	
18	\$27,948.90	\$29,116.18		\$22,072.27	
19	\$28,507.88	\$29,989.67		\$23,554.06	
20	\$29,078.04	\$30,889.36		\$25,365.38	
	\$484,976.96	\$473,342.34			
	O&M Only				
21	\$1,174.02	\$31,816.04		\$56,007.40	
22	\$1,197.50	\$32,770.52		\$87,580.42	
23	\$1,221.45	\$33,753.64		\$120,112.61	
24	\$1,245.88	\$34,766.25		\$153,632.97	
25	\$1,270.80	\$35,809.23		\$188,171.41	
26	\$1,296.21	\$36,883.51		\$223,758.71	
27	\$1,322.14	\$37,990.02		\$260,426.58	
28	\$1,348.58	\$39,129.72		\$298,207.72	
29	\$1,375.55	\$40,303.61		\$337,135.78	
30	\$1,403.06	\$41,512.72		\$377,245.43	
	\$497,832.15	\$838,077.58	\$37,000.00		

Fleet Operations - 313.3 kW DC Roof & Grount Mounted - Fixed					Fleet	Operations - 313.	3 kW DC Roof & Gr
Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>
1	\$52,092.00	\$50,529.53	\$37,500.00	\$35,937.53	1	\$44,031.18	\$50,529.53
2	\$52,092.00	\$52,045.42		\$35,890.95	2	\$44,911.81	\$52,045.42
3	\$52,092.00	\$53,606.78		\$37,405.72	3	\$45,810.04	\$53,606.78
4	\$52,092.00	\$55,214.98		\$40,528.71	4	\$46,726.24	\$55,214.98
5	\$52,092.00	\$56,871.43		\$45,308.14	5	\$47,660.77	\$56,871.43
6	\$52,092.00	\$58,577.57		\$51,793.71	6	\$48,613.98	\$58,577.57
7	\$52,092.00	\$60,334.90		\$60,036.61	7	\$49,586.26	\$60,334.90
8	\$52,092.00	\$62,144.95		\$70,089.56	8	\$50,577.99	\$62,144.95
9	\$52,092.00	\$64,009.30		\$82,006.86	9	\$51,589.55	\$64,009.30
10	\$52,092.00	\$65,929.58		\$95,844.43	10	\$52,621.34	\$65 <i>,</i> 929.58
11	\$52,092.00	\$67,907.46		\$111,659.90	11	\$53,673.77	\$67,907.46
12	\$52,092.00	\$69,944.69		\$129,512.58	12	\$54,747.24	\$69,944.69
13	\$52,092.00	\$72,043.03		\$149,463.61	13	\$55,842.19	\$72,043.03
14	\$52,092.00	\$74,204.32		\$171,575.93	14	\$56,959.03	\$74,204.32
15	\$52,092.00	\$76,430.45		\$195,914.38	15	\$58,098.21	\$76,430.45
16	\$52,092.00	\$78,723.36		\$222,545.74	16	\$59,260.17	\$78,723.36
17	\$52,092.00	\$81,085.06		\$251,538.80	17	\$60,445.38	\$81,085.06
18	\$52,092.00	\$83,517.61		\$282,964.41	18	\$61,654.28	\$83,517.61
19	\$52,092.00	\$86,023.14		\$316,895.56	19	\$62 <i>,</i> 887.37	\$86,023.14
20	\$52,092.00	\$88,603.84		\$353,407.39	20	\$64,145.12	\$88,603.84
	\$1,041,840.00	\$1,357,747.39				\$1,069,841.91	\$1,357,747.39
	O&M Only					O&M Only	
21	\$3,522.06	\$91,261.95		\$441,147.29	21	\$3,522.06	\$91,261.95
22	\$3,592.50	\$93,999.81		\$531,554.59	22	\$3,592.50	\$93,999.81
23	\$3,664.35	\$96,819.80		\$624,710.05	23	\$3,664.35	\$96,819.80
24	\$3,737.64	\$99,724.40		\$720,696.81	24	\$3,737.64	\$99,724.40
25	\$3,812.39	\$102,716.13		\$819,600.55	25	\$3,812.39	\$102,716.13
26	\$3,888.64	\$105,797.61		\$921,509.52	26	\$3,888.64	\$105,797.61
27	\$3,966.41	\$108,971.54		\$1,026,514.66	27	\$3,966.41	\$108,971.54
28	\$4,045.74	\$112,240.69		\$1,134,709.61	28	\$4,045.74	\$112,240.69
29	\$4,126.65	\$115,607.91		\$1,246,190.86	29	\$4,126.65	\$115,607.91
30	\$4,209.19	\$119,076.15		\$1,361,057.82	30	\$4,209.19	\$119,076.15
	\$1,080,405.57	\$2,403,963.40	\$37,500.00			\$1,108,407.49	\$2,403,963.40

ount Mounted - Escalating 2%			City Hall - 129.4 kW DC - Fixed			
Rebate	Net	Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net
\$37,500.00	\$43,998.35	1	\$21,526.00	\$14,515.06	\$32,350.00	\$25,339.06
	\$51,131.96	2	\$21,526.00	\$14,950.51		\$18,763.57
	\$58,928.69	3	\$21,526.00	\$15,399.03		\$12,636.60
	\$67,417.43	4	\$21,526.00	\$15,861.00		\$6,971.60
	\$76,628.10	5	\$21,526.00	\$16,336.83		\$1,782.42
	\$86,591.69	6	\$21,526.00	\$16,826.93		(\$2,916.64)
	\$97,340.33	7	\$21,526.00	\$17,331.74		(\$7,110.90)
	\$108,907.29	8	\$21,526.00	\$17,851.69		(\$10,785.21)
	\$121,327.04	9	\$21,526.00	\$18,387.24		(\$13,923.97)
	\$134,635.28	10	\$21,526.00	\$18,938.86		(\$16,511.10)
	\$148,868.97	11	\$21,526.00	\$19,507.03		(\$18,530.08)
	\$164,066.42	12	\$21,526.00	\$20,092.24		(\$19,963.84)
	\$180,267.26	13	\$21,526.00	\$20,695.00		(\$20,794.83)
	\$197,512.55	14	\$21,526.00	\$21,315.85		(\$21,004.98)
	\$215,844.79	15	\$21,526.00	\$21,955.33		(\$20,575.65)
	\$235,307.98	16	\$21,526.00	\$22,613.99		(\$19,487.66)
	\$255,947.66	17	\$21,526.00	\$23,292.41		(\$17,721.25)
	\$277,810.99	18	\$21,526.00	\$23,991.18		(\$15,256.07)
	\$300,946.76	19	\$21,526.00	\$24,710.92		(\$12,071.15)
	\$325,405.48	20	\$21,526.00	\$25,452.25		(\$8,144.90)
			\$430,520.00	\$390,025.10		
			O&M Only			
	\$413,145.37	21	\$1,174.02	\$26,215.81		\$16,896.89
	\$503,552.68	22	\$1,197.50	\$27,002.29		\$42,701.68
	\$596,708.14	23	\$1,221.45	\$27,812.36		\$69,292.58
	\$692,694.90	24	\$1,245.88	\$28,646.73		\$96,693.43
	\$791,598.64	25	\$1,270.80	\$29,506.13		\$124,928.76
	\$893,507.61	26	\$1,296.21	\$30,391.31		\$154,023.86
	\$998,512.74	27	\$1,322.14	\$31,303.05		\$184,004.78
	\$1,106,707.69	28	\$1,348.58	\$32,242.14		\$214,898.34
	\$1,218,188.95	29	\$1,375.55	\$33,209.41		\$246,732.19
	\$1,333,055.91	30	\$1,403.06	\$34,205.69		\$279,534.82
\$37,500.00			\$443,375.19	\$690,560.01	\$32,350.00	

	City Hall - 129.4 kW DC - Escalating 2%					
Year	<b>Solar Services</b>	<b>Energy Savings</b>	Rebate	Net		
1	\$17,409.21	\$14,515.06	\$32,350.00	\$29,455.85		
2	\$17,757.39	\$14,950.51		\$26,648.97		
3	\$18,112.54	\$15,399.03		\$23,935.45		
4	\$18,474.79	\$15,861.00		\$21,321.66		
5	\$18,844.29	\$16,336.83		\$18,814.20		
6	\$19,221.17	\$16,826.93		\$16,419.96		
7	\$19,605.60	\$17,331.74		\$14,146.10		
8	\$19,997.71	\$17,851.69		\$12,000.08		
9	\$20,397.66	\$18,387.24		\$9,989.66		
10	\$20,805.62	\$18,938.86		\$8,122.90		
11	\$21,221.73	\$19,507.03		\$6,408.20		
12	\$21,646.16	\$20,092.24		\$4,854.27		
13	\$22,079.09	\$20,695.00		\$3,470.19		
14	\$22,520.67	\$21,315.85		\$2,265.38		
15	\$22,971.08	\$21,955.33		\$1,249.62		
16	\$23,430.50	\$22,613.99		\$433.11		
17	\$23,899.11	\$23,292.41		(\$173.59)		
18	\$24,377.10	\$23,991.18		(\$559.51)		
19	\$24,864.64	\$24,710.92		(\$713.23)		
20	\$25,361.93	\$25,452.25		(\$622.92)		
	\$422,998.01	\$390,025.10				
	O&M Only					
21	\$1,174.02	\$26,215.81		\$24,418.88		
22	\$1,197.50	\$27,002.29		\$50,223.66		
23	\$1,221.45	\$27,812.36		\$76,814.57		
24	\$1,245.88	\$28,646.73		\$104,215.42		
25	\$1,270.80	\$29,506.13		\$132,450.75		
26	\$1,296.21	\$30,391.31		\$161,545.85		
27	\$1,322.14	\$31,303.05		\$191,526.76		
28	\$1,348.58	\$32,242.14		\$222,420.33		
29	\$1,375.55	\$33,209.41		\$254,254.18		
30	\$1,403.06	\$34,205.69		\$287,056.81		
	\$435,853.20	\$690,560.01	\$32,350.00			





### The City of Lee's Summit

### **Packet Information**

### File #: BILL NO. 19-170, Version: 1

An Ordinance approving a Solar Services Agreement with Lee's Summit Solar, LLC, for the placement of solar facilities on city properties.

### Background

Early 2017 - Zachary Burton, a Lee's Summit High School student approached the City to consider the installation of photovoltaic solar power for the Animal Control Facility.

June 15, 2017 - Zachary Burton presented his research on the benefits of installing solar panels at the animal control facility. The Council directed staff to work with Zachary and prepare a RFP to solicit proposals to install solar panels at the Animal Control Facility.

December 24, 2017 - the City executed a "Build, Operate and Lease Agreement with Option to Purchase" with MC Power Company, Inc., which provided for the placement of solar facilities at the Animal Control Facility.

July 2018 - The animal control solar project was completed and placed into service.

December 12, 2018 - the Community and Economic Development Committee (CEDC) of the City Council received an update on the Animal Control Facilities solar project from representatives of MC Power Company, at which time the CEDC also learned that the KCP&L Solar Power Rebate Program continues to provide solar power rebates in limited quantities.

December 18, 2018 - the City Council approved Resolution No. 18-22 which directed staff to file one or more applications with KCP&L for the KCP&L Solar Power Rebate program, to request rebates for the City's potential use of photovoltaic solar panels on City-owned facilities in anticipation implementing the request for qualifications that was authorized by the same Resolution

January 11, 2019 - the City issued Request for Qualifications No. 2019-044 and in response MC Power submitted a Statement of Qualifications on January 25, 2019.

### Proposed City Council Motion:

An Ordinance approving a Solar Services Agreement with Lee's Summit Solar, LLC, for the placement of solar facilities on city properties - I move for second reading.

David Bushek, Chief Counsel of Econ. Dev. & Planning Office of the City Attorney

### File #: BILL NO. 19-170, Version: 1

Mark Dunning, Asst. City Manager, Development Services & Communications Dawn Bell, Project Manager

### **BILL NO. 19-170**

AN ORDINANCE APPROVING A SOLAR SERVICES AGREEMENT WITH LEE'S SUMMIT SOLAR, LLC, FOR THE PLACEMENT OF SOLAR FACILITIES ON CITY PROPERTIES.

WHEREAS, the City issued RFP 2018-300 for a Lee's Summit Solar Project which sought proposals from qualified firms/providers to design, procure, install, commission, operate and maintain a ground mounted solar photovoltaic system for the Lee's Summit Animal Control Facility located at 1991 SE Hamblen Road, Lee's Summit, Missouri; and,

WHEREAS, as a result of RFP 2018-300, the City executed a "Build, Operate and Lease Agreement with Option to Purchase" with MC Power Company, Inc., dated December 24, 2017, which provided for the placement of solar facilities at the Animal Control Facility; and,

WHEREAS, on December 12, 2018, the Community and Economic Development Committee (CEDC) of the City Council received an update on the Animal Control Facilities solar project from representatives of MC Power Company, at which time the CEDC also learned that the KCP&L Solar Power Rebate Program continues to provide solar power rebates in limited quantities (maximum of \$8 million in rebates in the in the "KCP&L Missouri area" which includes Lee's Summit) and that there has been significant demand for such rebates; and.

WHEREAS, on December 18, 2018, the City Council approved Resolution No. 18-22 which directed staff to file one or more applications with KCP&L for the KCP&L Solar Power Rebate program, to request rebates for the City's potential use of photovoltaic solar panels on City-owned facilities in anticipation implementing the request for qualifications that was authorized by the same Resolution; and

WHEREAS, Resolution No. 18-22 also authorized the preparation of a request for qualifications from qualified firms/providers to design, procure, install, commission, operate and maintain ground mounted solar photovoltaic systems at Lee's Summit public facilities, in which the selected firm or provider will supply such services on City facilities as later identified by the City; and

WHEREAS, as a result of Resolution No. 18-22, the City issued Request for Qualifications No. 2019-044 on January 11, 2019, and in response MC Power submitted a Statement of Qualifications on January 25, 2019; and

WHEREAS, the City Council finds that MC Power has the proper qualifications to carry out a solar program on selected City facilities, in partnership with a provider that will finance and provide the solar facilities which would be placed on City properties and managed by MC Power for the City; and

WHEREAS, City staff has negotiated a Solar Facilities Agreement with representatives of MC Power and Gardner Capital, pursuant to which Gardner Capital through the single-purpose entity Lee's Summit Solar, LLC, will purchase the solar facilities for selected City properties pursuant to the terms of the Agreement, MC Power will install and maintain the solar facilities, and the City will make service payments for the placement, usage and maintenance of the solar facilities for a period of twenty years for each of the selected City sites; and

WHEREAS, City staff has carefully studied the potential placement of solar facilities on Cityowned properties and facilities, and has recommended that certain roof-mounted and ground-

### **BILL NO. 19-170**

mounted solar facilities be placed on certain City properties and facilities that are managed by the Water Department, the Fire Department, the Police Department and the Administration Department for the City; and

WHEREAS, the City Council finds that the placement of solar facilities on the City properties and City facilities as recommended by City staff is in the best interest of the City because it will result in cost savings for the City in the consumption of electricity and provide environmental benefits for the City; and

WHEREAS, the Lee's Summit Parks and Recreation Board has similarly determined that the placement of solar facilities on properties and facilities owned by the Parks and Recreation Board as recommended by Lee's Summit Parks and Recreation staff is in the best interest of Lee's Summit Parks and Recreation; and,

WHEREAS, the City Council desired to approve a Solar Services Agreement to implement the solar program that has been proposed by MC Power as a result of RFQ No. 2019-044.

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

SECTION 1. The Solar Services Agreement, which is attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved and the City Manager is hereby authorized and directed to execute the Solar Services Agreement for the City.

SECTION 2. The listing of City properties and facilities that are set forth in **Exhibit B** and incorporated herein by reference are hereby approved for the placement of Solar Facilities pursuant to the Solar Services Agreement, except that the placement of Solar Facilities on Lee's Summit Parks and Recreation properties and facilities shall be subject to joint approval by the Parks and Recreation Board.

SECTION 3. City staff and officials are hereby authorized to take such additional actions and execute such additional documents as are necessary to carry out the rights, duties and obligations of the City for implementation of the Solar Services Agreement and all related agreements including, but not limited to, a License Agreement in substantial compliance with the form attached to the Solar Services Agreement for the placement of Solar Facilities on each City property that is approved by this ordinance and any subsequent ordinances related to the approval of additional sites for Solar Facilities, and an estoppel certificate for each investor member that invests in the Solar Facilities pursuant to the Solar Services Agreement.

SECTION 4. 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 \_\_\_\_\_

. 2019.

Mayor William A. Baird

# ATTEST: City Clerk Trisha Fowler Arcuri APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019. Mayor William A. Baird ATTEST: City Clerk Trisha Fowler Arcuri APPROVED AS TO FORM:

City Attorney Brian W. Head

## Exhibit A

# Solar Services Agreement between Lee's Summit Solar, LLC and The City of Lee's Summit, Missouri

August 13, 2019

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### **Solar Services Agreement**

This **Solar Services Agreement** dated this 13th day of August, 2019 (the "Agreement"), by and between Lee's Summit Solar, LLC, a Missouri limited liability company, as the Services Provider (the "**Provider**"), and the City of Lee's Summit, Missouri as the Services Recipient (the "**Recipient**").

**WHEREAS**, the Recipient is the owner of the real property and improvements collectively identified as the Site described in each License Agreement executed pursuant to the terms of this Agreement; and

WHEREAS, Recipient desires to receive solar electric power from a Solar System; and

**WHEREAS,** Provider has significant experience in designing, acquiring, operating, and maintaining such Systems, and is willing to provide such a System for Recipient which will include the design, operation and maintenance of such System; and

WHEREAS, the parties further agree that Provider will remain the owner of the Solar System but Recipient will receive all electric power generated by the Solar System and will have total discretion as to how much of the power it uses and when it uses said power (so long as it does not jeopardize the ability of the System to earn federal solar tax credits), or whether it sells any excess power pursuant to a Net Metering Agreement, and that discretion to use power or not use power, shall have no impact on the amount of the Service Fees paid to Provider; and

**WHEREAS,** Recipient shall not resell any power generated by the System to any other user except its Local Utility pursuant to a Net Metering Agreement; and

**WHEREAS**, Provider and Recipient agree that the System will be designed and constructed so that Recipient is the sole and exclusive user of said power and that no other person or entity shall be entitled to access said power and will, in fact, be denied access to said power; and

**WHEREAS,** the parties agree that the System will be located exclusively on properties owned by Recipient; and

WHEREAS, the parties hereby agree that this Agreement shall be treated as a services contract for federal tax purposes pursuant to Section 7701(e) of the Internal Revenue Code and is not intended to be a lease under federal law.

**NOW, THEREFORE,** in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, Provider and Recipient agree as follows:

### **Article I. Definitions**

### Section 1. <u>Definitions</u>.

"Actual Production" means for any period, the actual net energy production measured in kWhac.

"Actual Annual Energy Production" (sometimes referred to as "Actual Annual Production") means the actual net energy production measured in kWhac produced by the Solar System for a contract year during the term of this Agreement. Industry standards measure production in kWhac. If the System is taken out of service for any period of time for any reason at the request of Recipient, Production shall include the Production that would have occurred had the System not been taken out of service.

"Actual Energy Consumed" means that portion of the Actual Energy Produced which is used by Recipient as Recipient has complete discretion as to when and how much of the available solar energy it takes from the System so long as it does not request that the System be taken out of service in a manner which would endanger the ability of the project to earn federal solar tax credits and further provided that Recipient pays for all power and Services that could have been provided but for Recipient's request that it not be.

"<u>Calendar Year</u>" means January 1 through December 31 of each year. The first calendar year shall be a "short" year starting with the Solar Operations date and running through December 31 of that year. It shall also be a "pro-rated" year for determining performance and compliance with the provisions of this contract which are based upon a calendar year.

"<u>Delivery Point</u>" means the delivery point of solar electricity produced by the Solar System within the Site's electric System on Recipient's side of the Site's utility meter.

"Effective Date" means the date this Agreement is signed by all Parties.

"Event of Default" has the meaning given to it in Sections 15 and 16.

"Fair Market Value" has the meaning given to it in Section 17.

"Force Majeure" has the meaning given to it in Section 24.

"Insolation" means the amount of kWhs per square meter falling on a particular location, as published by the National Renewable Energy Laboratory.

"Interconnection Agreement" means the Interconnection Agreement between the Recipient and its Local Utility.

"kWhac" means a kilowatt-hour of alternating current, electric energy.

"kWdc" means a kilowatt of direct current, electric energy. Industry standards measure System Size in DC.

"License Agreement" shall have the meaning set forth in the attached License Agreement.

"Local Utility" means KCP&L.

"<u>Local Utility Solar Incentive</u>" means the Solar Power Rebate program that is provided by KCP&L to Recipient pursuant to applications made by Provider on behalf of Recipient prior to and during the Term of this Agreement

"Local Utility Rebate Application" means the application required by the Local Utility to be filled out by Recipient in order to qualify for the Local Utility Solar Incentive.

"Net Metering" has the meaning provided in Section 386.890 of the Missouri Statutes as well as any other applicable state or federal statutes or rules or regulations, or any subsequent legislation concerning net metering.

"Net Metering Agreement" means the net metering agreement entered into between Recipient and KCP&L Greater Missouri Operations Company.

<u>"Operations and Maintenance Provider" or "O&M Provider"</u> means the Provider, or any subcontractor who has entered into a contract with Provider, to provide operation and maintenance of the System.

"Option to Purchase" means Recipient's option to purchase the Solar System from Provider pursuant to the terms set forth in Section 17.

"Owner of Provider" means GC Solar MM, LLC.

"<u>Permits</u>" shall mean all governmental permits, licenses, certificates, approvals, variances and other required items necessary for the installation, operation and connection of the Solar System.

"<u>Premises</u>" means that portion of the rooftop of a building or other property located on the Site as depicted in the License Agreement, upon which Provider and its agents will have a license for purposes of locating, constructing, installing, accessing and maintaining the Solar System, the location and dimensions of which shall be subject to Recipient's prior approval.

"<u>Projected Annual Energy Production</u>" (sometimes referred to as "Projected Annual Production" or "Projected Production") means the amount of kWhac set forth on the Summary Term Sheet and Exhibit B, which is Provider's best estimate of the annual energy output to be produced by the Solar System at the Site.

"Property" means the Site, Premises and Access Property collectively.

"Performance as Warranted by Provider" has the meaning given to it in Section 12.

"Provider" has the meaning given to it on page 1 of this Agreement.

"<u>PVSyst Report</u>" means a photovoltaic system report setting forth projected production for a specific system at a specific location based on the design and construction of the system and the historic weather patterns.

"PVSyst Analysis Report" means a subsequent inspection and analysis of a system to determine the actual as opposed to projected performance of the system and the causes thereof.

"Replacement of Solar System" means the right of Provider to determine whether any component of the System as a whole should be replaced at Provider's cost so long as any replacement does not adversely affect Recipient. Provider shall be obligated to reimburse Recipient for any economic loss unless the cause of the loss was beyond Provider's control.

"Services Charge" or "Services Fee" means the monthly payment from Recipient to Provider required by Section 5.

"Services" means the services that Provider shall provide to Recipient in order for Recipient to receive the power generated by the System, including but not limited to:

- (1) the engineering and design of a grid-connected photovoltaic solar electric generating system, consistent with Recipient's goals;
- (2) analysis of reports or other materials from Recipient for Provider to evaluate whether Recipient's roof or other property is suitable for the proposed installation;
- (3) the acquisition of all components for the Solar System;
- (4) all construction related management services;
- (5) the construction and installation on Recipient's property of the Solar System;
- (6) procurement and maintenance of all necessary governmental and third party approvals, including but not limited to the Permits (as that term is defined herein) relating to the Solar System;
- (7) assisting with the implementing of an Interconnection Agreement with the Local Utility and where applicable a Net Metering Agreement;
- (8) internet monitoring of the System's performance to discover any malfunctions or failures to operate properly;
- (9) testing of the System's performance to discover any malfunctions or failures to operate properly;
- (10) maintenance of the System, including repairing the System, all at Provider's sole cost and expense as part of the Services being provided to Recipient, in order that Recipient can receive and use the power generated by the System;
- (11) receipt of the electric energy generated by the System.

"Site" means each parcel of real property and improvements described in each License Agreement executed pursuant to this Services Agreement as set forth in Exhibit A. The parties acknowledge that the Site may expand and contract as properties are added to or removed from the Solar Operations on multiple City properties.

"Solar Facilities" means that portion of the Solar System which is located on any single parcel of property owned by Recipient.

"Solar Operations" means the operation of the System which will begin on the day in which the first Solar System begins operation and can be operated on a sustained basis and Provider is in receipt of all approvals, signoffs and Permits required by any governmental authorities and the Recipient's Local Utility for the generation of solar energy.

"Solar Operations Date" shall be the date upon which the Solar System begins Solar Operations. Provider shall provide Recipient not less than three (3) Business Days prior notice of the first day of the Solar Operations Date.

"Solar Services Agreement" means this Agreement, including any Exhibits or Schedules attached hereto and each License Agreement that is executed in connection with this Agreement.

"Solar System" means the electric power generation as well as the electric power generation equipment, including, without limitation, solar panels, mounting racks, brackets, substrates or supports, power inverters and micro-inverters, optimizers, equipment, metering equipment, controls, switches, connections, conduit, wires and other equipment connected to the Delivery Point, installed by Provider on the Site for the purposes of allowing Recipient to receive the electric power produced by the System and for the purpose of providing Provider with the ability to provide the additional and related services under this Agreement.

"System" means the cumulative services of providing the electric power and the Solar System.

"<u>Term"</u> shall commence as of the Solar Operations Date and shall continue for 20 years, and thereafter each successive renewal period, unless this Agreement is sooner terminated pursuant to its terms.

"Transfer" has the meaning given in Section 13.

### Section 2. Terms of Agreement

The recitals and the definitions section shall be considered part of the terms of this Agreement. The Summary Terms Sheet has been prepared for the benefit of the parties but is not part of this Agreement and is not binding on the parties.

### **Section 3. Solar Services Agreement**

The parties to this Agreement hereby agree that it is the express intent of the parties that this Agreement shall be treated as a services contract for the purposes of federal tax law and specifically for the purposes of Section 7701 (e) of the Internal Revenue Code and is not intended to be interpreted as a lease under federal law.

### Section 4. Exclusive Use of Power and Services to be Provided

Provider agrees to provide Recipient with the exclusive access to, and use of, the electric power generated from the Solar System. No person or entity not a party to this Agreement shall have access to said power or use of said power, such access and use being specifically prohibited under this contract. Resale of the power generated by the System is prohibited except for any Net Metering Agreement between Recipient and its Local Utility. The parties further agree that installation of the Solar System is necessary to carry out the purpose of this Agreement and allow Provider to provide the full range of services contemplated by this Agreement.

### **Section 5. Payment for Services**

(a) Commencing on the Solar Operations Date and on the first (1<sup>st</sup>) day of each successive calendar month thereafter, during the Term, Recipient shall pay Provider, in advance, the monthly Services Charge as set forth in paragraph (b) of this Section. The first payment will be prorated in the event it is for a partial month. The Services Fee shall be adjusted as provided in paragraph (b).

- (b) The initial Services Charge shall be shall be \$\_\_\_\_ based on the number of Solar Facilities places on City properties and the scope of the System that will be placed into service at the commencement of this Agreement. The Services Charge shall remain as stated in the previous sentence until the City elects to place additional Solar Facilities on additional properties and add those Solar Facilities to the Solar System, at which time the Services Charge shall be revised to be an amount that the parties shall agree to in writing. Such written agreement for an increase in the Services Charge shall become part of this Agreement.
- (c) Recipient may wish to expand the system to include additional locations. If it is practical to amend the current contract to provide for the additional locations, this contract will be so amended. If, for financing, or other reasons, it is not practical to amend the contract, the parties will enter into a new or supplemental contract on the same terms and conditions of this contract with the possible exception of the Service Charges. The Service Charges will be dependent upon the size and configuration of any additional locations but the parties will strive to maintain same service charge on a kilowatt hour basis.
- (d) On or before the fifteenth (15<sup>th</sup>) day of January of each year during the Term, Provider shall prepare and submit to Recipient a statement setting forth the Actual Annual Energy Production for the preceding calendar year in order that any adjustment in the payment for Services can be made pursuant to Section 12.
- (e) The payment for Services shall be made without regard to the actual consumption of electricity by Recipient. Recipient may use all or a portion of the capacity of the Solar System or may periodically request that any of the Solar Facilities in the Solar System be taken out of operation, or the capacity of the Solar System be limited. In such case Recipient shall pay for the Services provided based on what the production of the System would have been but for any requested interruption of, or reduction in, Services.

### Section 6. Local Utility Incentives - Rebate

The Recipient is entitled to all rights, title and interest in and to the Local Utility Solar Incentive with the Local Utility, or any other local incentive provided by said Local Utility. Provider shall be responsible for ensuring that the Local Utility Solar Incentive is received by Recipient, and the Services Charge required by this Agreement is expressly conditioned upon the Recipient successfully receiving the Local Solar Incentive. In the event that all or any part of the Local Solar Incentive is not received by the Recipient for any part of the Solar System, then the Services Charge shall be reduced by an amount that shall fully compensate the City for such loss during the first full calendar year (January through December) of the Term.

### **Section 7. Other Solar Incentives**

(a) All federal solar tax credits, accelerated depreciation and other federal income tax attributes relating to, or arising from the Solar System, on the date it is placed in service,

shall be the sole and separate property of the Provider. If additional incentives are provided by the state or federal government for projects that have previously been placed in service, such as the project in question, then those subsequent incentives shall be split equally between the Provider and Recipient, provided that in no event shall the application of this provision, adversely affect the existing federal solar tax credits, the existing tax treatment, or, the existing economic benefits from the system to the Provider or any investor in the project. In other words, such incentives must be shared in a way that results in a net economic gain to both the Provider, Recipient and any Investors.

(b) All certification or points toward certification under the Leadership in Energy and Environmental Design (LEED) program or any similar program for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions arising from the Solar System shall be owned by and inure solely to the benefit of Recipient.

### **Section 8. License Agreement**

Simultaneously with the execution of this Services Agreement, Provider and Recipient shall execute the License Agreement attached hereto as Exhibit A pursuant to which Provider will have a license over and across the parcels on which Solar Facilities are placed pursuant to this Agreement for purposes of locating, accessing, constructing and maintaining the Solar System, all as more particularly set forth in the License Agreement.

### Section 9. Installation, Operation and Ownership of the Solar System

- (a) Pursuant to the License Agreement and this Section 9, Recipient hereby consents to the installation of the Solar System on the Premises, including, without limitation, solar panels, mounting racks, brackets, substrates or supports, wiring and connections, power inverters, equipment, metering equipment and utility interconnections. Such installation shall be made in compliance with all approved plans and Permits. Recipient shall participate in the process of determining the size and production capabilities of the system and shall give notice of consent after reviewing the plans for safety and location on its premises but shall not otherwise participate in the actual engineering or design of the System. Such approval process shall not exceed thirty (30) days.
- (b) Provider shall cause (i) the installation of the Solar System to be completed in a good and workmanlike manner in accordance with generally accepted installation techniques, and (ii) the Solar System to begin Solar Operation on or before the Solar Operation Date, or as soon as reasonably practicable thereafter, subject in all events to Force Majeure. Recipient hereby agrees to execute and deliver all documents that are reasonably necessary for Provider to complete the installation of the Solar System and Provider agrees to reimburse Recipient for all costs (other than legal costs and fees) reasonably incurred by Recipient in connection with the review and execution of such documentation. Provider shall ensure that its installation of the Solar System does not, through any failure on its part to properly install the system, adversely affect or impair any roof warranty inuring to the benefit of the Recipient. Recipient shall verify that its

- roof system for each Solar Facility is capable of supporting the System and that a proper installation of the System will not void any warranties. Provider shall comply with all applicable laws governing the installation of the Solar System.
- (c) Provider shall be responsible for all costs and the performance of all tasks required for installation, maintenance and operation of the Solar System in accordance with all published specifications, the requirements of the Local Utility's Net Metering and Interconnection Agreement, and the terms of this Agreement and the License Agreement. The Provider will responsible for all costs associated with these performance tasks except for the Permits. Upon execution of this Agreement and the License Agreement, Provider shall commence pre-installation activities relating to the Solar System, which shall include, without limitation, obtaining all Permits, contracts, and Agreements required for the installation of the Solar System and preparation of all applications required for utility interconnection of the Solar System. Recipient agrees to cooperate with respect to any action Provider must take in the preparation of all applications and agreements required for such utility interconnection, including but not limited to executing and delivering any and all documentation requested by Provider that is reasonably necessary to effectuate such interconnection at Provider's expense and further provided that Provider reimburses Recipient for all costs reasonably incurred by Recipient in connection with taking any such action.
- (d) Ownership of the Solar System, and all improvements placed on the Premises by Provider shall remain titled in the name of Provider, and Provider shall be the owner of such improvements, unless an Option to Purchase is exercised at the expiration of the Term of this Agreement or the parties reach a mutually agreeable contract for sale of the System. The Solar System and all improvements placed on the Premises by Provider shall remain titled in the name of Provider and shall be removed by Provider at Provider's expense within thirty (30) days of expiration of this Agreement or earlier termination as provided herein. Provider shall, at its sole cost and expense, repair any and all damage caused by such removal. Recipient shall provide Provider with reasonable access to perform such removal.
- (e) During the Term, Provider shall be solely responsible for the operation, repair and maintenance of the Solar System. Neither the Recipient or any of its agents, representatives, affiliates, or employees shall physically engage with or come into contact with any portion of the Solar System, except in an emergency or if any apparatus presents a dangerous condition to property or persons, nor shall they in any way attempt to affect its operation, attempt any repair or maintenance of the System, or attempt to alter or upgrade it in any way.
- (f) As part of the monitoring of the System, the Operations and Maintenance Provider will monitor and respond to outages within four (4) days and shall use good faith and best efforts to repair the System within said four (4) days. However, if such repairs cannot be reasonably made within said four (4) days then the O&M Provider shall be allowed a

- reasonable time to complete the repairs so long as it is diligently pursuing said repairs. The O&M Provider shall also report the status of any System malfunctions or necessary repairs within (4) days of the occurrence.
- (g) The O&M Provider shall take commercially reasonable measures to notify Recipient and Provider of any actual or anticipated material adverse events within 48 hours of the time when the O&M Provider first knew or should have known of such event or the likelihood of such an event occurring.
- (h) Upon discovery of a condition or event that Recipient or the O&M Provider believes is both (i) reasonably likely to result in a material adverse event (material adverse event being defined as an event that results in or is likely to result in a reduction of 20% or more in of production of the System during the calendar month in which said event occurs) or material injury to third parties; and (ii) avoidable or susceptible to mitigation through the O&M Provider's commercially reasonable actions, then the O&M Provider shall, within a commercially reasonable time under the circumstances, dispatch personnel and otherwise use commercially reasonable efforts to safely and prudently mitigate such material adverse event or injury to third parties. The O&M Provider shall notify Recipient and the Owner as soon as circumstances dictate or reasonably allow.
- (i) Recipient shall give Provider the necessary information, and shall provide reasonable notice, if Recipient desires to change the operation of the System to affect such matters as, reducing the available energy generated by the system at given times, taking the system off-line, putting it back on-line or other reasonable actions related to its operation, provided such actions would not affect the entitlement to federal solar tax credits and with the understanding that such actions will not affect the Monthly Services Charges. Any changes pursuant to this subparagraph shall be implemented solely by Provider after consent by Recipient.
- (j) Provider may temporarily shut the System down for safety reasons and for any necessary maintenance or repair. As part of a temporary shutdown Provider may disconnect the interconnection with the Local Utility. During any such shutdown that is not caused by Recipient or Recipient's actions, Recipient is entitled to suspend any payment for Services or receive a credit against future payments for Services, as appropriate.
- (k) Provider shall not be responsible for any Hazardous Materials encountered at the Site unless said Hazardous Materials were brought onto the Site by Provider. Otherwise, any Hazardous Materials on the Site shall be the sole responsibility of the Recipient, and the Recipient shall indemnify and hold Provider harmless from any liability in connection therewith including costs and attorney's fees in the event Provider is included in any legal action involving such Hazardous Materials. Provider shall also be entitled to terminate the contract without further liability in the event Hazardous Materials are discovered on the Site.

- (I) Recipient shall notify Provider of any knowledge it obtains that suggests that the System is not operating properly, is malfunctioning, or has in any way been damaged.
- (m) After providing notice to Recipient of the intent to subcontract for any of the Services and after receiving the written consent by Recipient for such subcontracting, Provider may subcontract others to provide any of the Services or to fulfill any of its obligations under this Agreement but Provider shall remain solely liable for the performance of this Agreement.

### Section 10. Improved Efficiencies to the System

In the event Provider is able to introduce operating efficiencies or technological improvements to the System or any of the Services provided hereunder, the Services Fee will not be reduced. Any such improvements shall be at the sole cost of the Provider and for the sole economic benefit of the Provider.

### Section 11. Metering - Net Metering

Provider shall assist Recipient in coordinating with the Local Utility regarding the installation and maintenance of a separate bi-directional meter to permit Recipient to buy and sell power from and to the Local Utility, if applicable. Recipient agrees that it will not resell any power generated by the System to any person or entity other than the Local Utility.

Provider shall monitor production of power from its System and shall install any necessary equipment to enable the proper monitoring of the System and the measurement of power produced by the System.

# Section 12. <u>Provider's Warranty of the System and the Performance of the System and Adjustments to Services Fee</u>

It is the intention of the parties that Recipient pay only for Services received and that Recipient not pay for any Services not received. The Parties further understand that solar systems in general will vary in their production of power due to factors outside the control of the parties (e.g. weather) and that while the Annual Production of a System may be estimated or projected, it is difficult to establish the reasons why projected and Actual Production may vary. For this reason, the parties agree to define "compliance" or "acceptable performance" within certain parameters by calculating the Projected Annual Production of the System. The parties agree that weather shall be factored into the calculation of Projected Annual Production and shall not serve as an exception to the reduction in Services Fees as provided in paragraph (f) of this Section. Production may exceed 100% of projected production at times and at other times may fall below 100%. The Parties agree that so long as the System is producing 95% or more of the Projected Power then the Solar System and Services being performed are satisfactory under this Agreement and that the Recipient is not paying for Services not received. Provider is the owner of the Solar System and responsible for the maintenance and repair of said System and the provision of other Services. The Solar System and the maintenance and repair of the Solar System as well as all other Services to be provided by Provider shall be jointly referred to as the System (System

meaning the combination of the Solar System and all other Services to be provided under this contract including the power generated by the System).

- (a) So long as the Solar System is producing power on an annualized basis, at 95% or more of Projected Annual Production, the System will be considered as performing in a satisfactory manner and in compliance with this Agreement.
- (b) If Actual Annual Production is below 95% of Projected Annual Production, Provider shall thoroughly test the System to determine the cause of any discrepancy between Projected Production and Actual Production, and shall thereafter take whatever action is necessary and reasonably possible to boost the production of the Solar System so that it performs at no less than 95% of Projected Annual Production.
- (c) Recipient shall be entitled to an adjustment payment from Provider or, at Recipient's election, a credit against future Service Fees if the System performs at less than 95% over a two-year calendar period. Said payment or adjustment shall commence in January of the year following the failure to perform period.
- (d) Because solar array systems inherently have some variation in performance, the parties agree that in order to determine any adjustment payment or credit against future Services Fees, the parties will average the Actual Annual Production of the System over a two-year period to determine the extent of any shortfall in production and any adjustment in the Services Fee due. The production shall always be determined by taking the average of the current year's Actual Annual Production and the previous year's Actual Annual Production. By way of example, if the System performs at 95% for the first year at 97% for the second year, the production for said two-year period would be considered to be 96% and no adjustment would be due. If the system performs at 95% for the second year and 90% for the third year, then the actual production for the two-year period would be considered to be 92.5%. Recipient would be entitled to a credit of 2.5% of the Projected Annual Production for said two-year period and Provider would pay recipient 2.5% of the Projected Annual Production for said two-year period. Provider shall have the right, at any time, to have a photovoltaic System study (PVSyst Analysis Report) performed by an independent expert to determine the cause of any shortfall in production.
- (e) In order to determine the amount of any reimbursement due to Recipient due to the failure of the System to perform and 95% or more of Projected Annual Production for any year, the parties agree that the value of the lost energy for the entire Term of this Agreement will be \$\_\_\_\_\_\_ kWhac ("energy value component"). Next the parties shall take the projected kilowatt hours for the year in question and multiply that number times the energy value component. By way of example, if Actual Production was 92.5% for the period in question then the adjustment would be determined by calculating the total value of projected Annual Production and multiplying that number times 2.5% (the extent to which Actual Production was less than the warranted performance of the System the System is warranted at 95%). In this example, 2.5% of the Projected Annual Production

- for the two-year period in which a shortfall occurred would be paid by Provider to Recipient or credited against future Services Fees, at Recipient's choice.
- (f) Notwithstanding the forgoing, if Provider can show that the loss of production was due to some other cause resulting from the action of another party (e.g. Recipient letting trees grow to the point where they are partially blocking the sun or requesting a temporary shutdown of the System), then such loss of production from such cause shall serve as an exception to the reduction in Service Fees or payment from Provider toe Recipient as authorized in paragraph (f) of this Section. The burden of establishing that the shortfall was due to factors caused by a third party shall be on the Provider. Production shortfalls caused by weather conditions shall not be treated as a cause by a third party and shall be factored into the reduction in Service Fees or payment from Provider to Recipient as authorized in paragraph (f) of this Section.
- (g) The parties also acknowledge that the solar panels and other components of the System will naturally degrade over time and that actual performance will decrease and the performance warranted by Provider will be adjusted according to Exhibit B. The warranted performance for the first 5 years is 95% of Projected Annual Production. For years 6-10, the warranted performance will be 92% of the original Projected Annual Production. For years 11-15, the warranted performance shall be 89% of the original Projected Annual Production. For years 16-20 the warranted performance shall be 86% of the original Projected Annual Production. All other provisions of this Section shall apply to the duties of the Provider and the remedies of the Recipient except that the baseline performance levels required and warranted will be as adjusted as set forth in this paragraph.
- (h) The sole remedy for failure of the system to meet its projected production pursuant to this Section shall be an adjustment in the amount of the Services Charge as provided in this Section or the payment by Provider of an adjustment payment.

### Section 13. <u>Transfer of rights and Property Interests</u>

- (a) Recipient hereby covenants and agrees that Recipient shall not assign its rights to receive Services in the System without the prior express written consent of Provider, which said consent shall not be unreasonably withheld. The transfer of any of Recipients property shall not be treated as an assignment of the right to receive Services as described in this paragraph.
- (b) Recipient shall give Provider at least thirty (30) days written notice of any intent to Transfer any property that is part of the Site, identifying the transferee, the property or portion of the Site to be transferred and the proposed date of the transfer. Thereafter, Provider may negotiate with the transferee to determine whether Provider elects to keep the Solar Facilities on such property or remove the Solar Facilities from the property to

be transferred. Provider shall pay for all costs associated with removing the Solar Facilities on such property or removing the Solar Facilities, at the election of Provider. During the first five years of this Agreement, Recipient may sell or transfer any property where the Solar Facilities are located, provided that such transfer shall not cause a recapture of the federal solar tax credit. In the event that Recipient seeks to sell or transfer any such property, the parties agree to work in good faith to coordinate and ensure that a recapture of the solar tax credits does not result from the transfer or sale. Recipient shall not be relieved of its obligation to pay for services as a result of any transfer or assignment, unless Recipient, Provider and any Assignee reach an agreement whereby Provider agrees to accept the Assignee as the party responsible for making payments for Services related to property transferred or assigned. During the Term, Recipient shall not transfer its right to receive the Services to any other party.

- (c) Recipient represents and warrants that as of the date of this Services Agreement, Recipient owns all properties that are included in the Site, has the right to place the Solar System on such properties, and any mortgage or encumbrance on such properties shall not interfere the placement of the Solar System on such property.
- (d) Prior to executing any mortgage or deed of trust encumbering the Site, Recipient agrees to obtain a written subordination agreement from its lender(s) expressly stating that such lender's interest in the Site is subordinate to Provider's ownership of the Solar System, and subordinate to this Agreement and the License Agreement. In the event Recipient does not obtain such a written subordination agreement, Provider shall have the right to terminate this Services Agreement as it applies to such encumbered property.
- (e) Provider hereby covenants and agrees that Provider shall not assign its obligations to provide the Services under this Agreement or its ownership rights in the system, without the prior express written consent of Recipient, which consent shall not be unreasonably withheld. Provider further agrees that the obligations of the O&M Provider under this Agreement shall not be assigned to another party without the prior express written consent of Recipient, which consent shall not be unreasonably withheld.

#### Section 14. Relocation or Replacement of the Solar System

- (a) If Provider and Recipient determine the Solar System must be relocated to an alternate location at any property within the definition of the Site during the Term, then upon such relocation the obligations of the parties shall remain as set forth in this Agreement. In the event of such a relocation, the party requiring the relocation shall be responsible for all associated costs of removal and reinstallation; and the parties agree to execute an amendment to this Agreement and the License Agreement to modify the location of the System and the access to the System by Provider for such property.
- (b) If temporary removal of the Solar System is required at Recipient's request on any property that is part of the Site due to Site work unrelated to the Solar System, Recipient

is responsible for all associated costs of removal and replacement, which removal and replacement shall be performed by Provider at Provider's then-prevailing rates for such service which shall be agreed upon in writing prior to the relocation work. During any period while the Solar System is off-line in connection with relocation, at the request of Recipient, Recipient shall continue to be responsible for all Services Fees due hereunder. Otherwise Recipient shall be relieved of the obligation to pay Services Fees during any period the System, or any portion thereof, is out of service.

- (c) Recipient agrees, at the request of Provider, and if within the reasonable control of Recipient, at Recipient's sole cost and expense, to promptly remove any interference with the Solar System's Insolation and access to sunlight, as such access exists as of the Solar Operations Date. Any such interference with the Solar System's Insolation or access to sunlight will cause a decrease in production and shall not be the responsibility of the Provider and the production lost as a result will be added to the Actual Production for any year affected thereby.
- (d) Recipient agrees that it will use commercially reasonable efforts to make available a wireless internet connection at all times during the Term, sufficient for Provider to remotely monitor the Solar System. Recipient shall not be obligated to incur any additional costs, beyond those costs that the City Council may budget for upgrades and enhancements to the City's wireless and fiber optic system as a whole and for each property within the System, to provide the wireless internet connection to monitor the Solar System as described in this paragraph.

#### Section 15. Default by Recipient and Provider's Remedies

In the event that Recipient causes an Event of Default, then Provider may provide written notice of such Event of Default and thereafter Recipient shall be allowed thirty (30) days to cure such default and if a cure is not reasonably possible this time period then for such additional reasonable period of time as may be required to cure such default, so long as Recipient is diligently pursuing a cure and such cure period does not substantially and materially prejudice Provider.

- (a) With respect to Recipient, there shall be an "Event of Default" if:
  - (i) Recipient fails to pay any amount due under this Agreement, and such failure continues for ten (10) additional days after receipt of written demand from Provider (the cure period shall be extended for 20 additional days so long as the default in payment has not occurred more than 2 times per year);
  - (ii) Recipient fails to perform any material obligation set forth in this Agreement and such breach or failure is not cured within the time period ser forth above in this Section after written notice from Provider;

- (iii) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Provider's assets that are part of the System and such custody or control is not terminated or stayed within 90 days from the date of assumption of such custody or control, or such other action is taken that renders such default not materially prejudicial to the rights of the Provider.
- (b) Upon the occurrence of any Event of Default by Recipient and failure to timely cure such Event of Default, Provider shall have the right to terminate this Agreement. Provider may terminate this Agreement and the License Agreement by giving to Recipient notice of Provider's election to terminate, in which event the Term of this Services Agreement and the License Agreement shall end, and all right, title and interest of Provider and Recipient hereunder shall expire on the date stated in such notice. In such event, Provider shall have the right to remove the Solar System from the premises as provided for herein, and Provider shall be entitled to collect from Recipient the Provider's reasonable cost of removal of the Solar System from the premises and any damages including the discounted present value of all future payments due under this Agreement.

#### Section 16. Default by Provider and Recipient's Remedies

In the event that Provider causes an Event of Default, then Recipient may provide written notice of such Event of Default and thereafter Provider shall be allowed thirty (30) days to cure such default and if a cure is not reasonably possible this time period then for such additional reasonable period of time as may be required to cure such default, so long as Provider is diligently pursuing a cure and such cure period does not substantially and materially prejudice recipient.

- (a) With respect to Provider, there shall be an "Event of Default" if:
  - Provider, after notice from Recipient that it has failed to maintain the Insurance required under this Agreement, fails to cure such default within a reasonable period of time;
  - (ii) Provider fails to achieve Solar Operations within a reasonable period of time following the projected Solar Operations Date and fails to cure such default within a reasonable period of time, it being understood that the Solar Operations date is an estimate of the date the System will reach operational status;
  - (iii) Provider is in breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Agreement or the License Agreement, and such breach or failure is not cured within the time period ser forth above in this Section;
  - (iv) A court of competent jurisdiction enters an order, including an order of bankruptcy or similar proceeding, judgment, or decree appointing a receiver of

the whole or any substantial part of such Provider's assets, and such order, judgment or decree is not vacated or set aside or stayed within 90 days from the date of entry thereof or such order or the facts establish that such order or proceeding is not materially prejudicial to the rights of the Recipient; or

- (v) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Provider's assets and such custody or control is not terminated or stayed within 90 days from the date of assumption of such custody or control or such order is otherwise modified or under the facts it is not materially prejudicial to the rights of the Recipient.
- (b) Upon an Event of Default by Provider, Recipient may pursue any of its available remedies at law or in equity, including self-help. Without limiting the foregoing, Recipient's remedies expressly include the following: (a) to terminate or suspend this Services Agreement with respect to all obligations arising after the effective date of such termination or suspension; (b) to bring suit for the collection of any amounts for which Provider is in default, seek injunctive relief, or seek specific performance for any other covenant or agreement of Provider, without terminating this Services Agreement, (b) to bring suit against Provider for reimbursement of the amounts reasonably expended by Recipient including costs and reasonable attorney's fees. In addition, Recipient shall have the right to offset against any payments payable by Recipient hereunder until all costs are reimbursed in full. Recipient may not terminate this Agreement or take any action during the first five years that would result in loss of federal solar tax credits unless its rights hereunder cannot be adequately satisfied through the payment of money damages.

Recipient has the right to suspend the payment of Services Fees during the period of any material breach of the contract by the Provider.

#### Section 17. Term of the Agreement, Option to Purchase and Termination

- (a) **Initial Term**. The initial Term of this Agreement shall be for a period of twenty (20) years commencing on the Solar Operations Date (the "Initial Term").
- (b) **Early Termination.** At any time following the fifth anniversary date of the contract, the Recipient may elect to terminate this Agreement if, based on the judgment of Recipient, this Agreement no longer provides a public benefit. Upon such early termination, Provider shall have the right to remove the Solar System as provided for herein, and Provider shall be entitled to collect from Recipient the Provider's reasonable cost of removal of the Solar System from the premises and the discounted present value of all future payments due under this Agreement.
- (c) **Option to Purchase.** Provided no Event of Default by Recipient shall have occurred and be continuing, Recipient may purchase the Solar System at the end of the Initial Term on the following terms and conditions:

The Recipient must give Provider written notice of its intent to exercise the Option at least ninety (90) days in advance of such purchase. If Recipient exercises such option, the purchase price shall be the Fair Market Value of the Solar System. However, the parties may also negotiate a mutually agreeable purchase price following year seven (7) of the Agreement. For the purposes of this Agreement, "Fair Market Value" of the Solar System may be determined by mutual agreement, within 30 days before the exercise of the option. Within said 30-day timeframe, or a reasonable period of time thereafter, the Parties, after consulting with a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry, shall attempt to agree as to the Fair Market Value of the System on an installed and operating basis. If the Parties cannot reach an agreement within said 30-day period, then the parties shall agree on a different appraiser who is a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine Fair Market Value. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the Solar System on an installed and operating basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of manifest error or fraud. The costs of the appraisal shall be borne by the Parties equally.

The closing of the sale and purchase of the Solar System shall take place on approximately the thirtieth (30<sup>th</sup>) day after the Purchase Price for the Solar System is determined pursuant to this Section 17, or on such other date as mutually agreed by the parties..

At closing, Recipient shall pay Provider an amount equal to the Fair Market Value in immediately available funds, and Provider shall assign its entire right, title and interest in and to the Solar System, including any remaining manufacturer's warranties for PV modules, inverters, or other components to Recipient free and clear of any liens created by the Provider with respect to the System.

The parties represent and warrant to one another that there has been no discussion that would lead either party to conclude that the option will be exercised by Recipient, only that there will be an option and that the decision whether to exercise the option will depend on the facts and circumstances that exist at the time the option is capable of being exercised by the Recipient.

- (d) Termination. If Recipient does not elect to purchase the Solar System as set forth in paragraph (c) of this Section at the end of the twenty-year Term, then Provider shall remove the Solar Facilities from each of the Sites at the sole cost of Provider. Provider and Recipient shall cooperate to establish a schedule for Provider to access the Sites and remove the Solar Facilities.
- (e) **Repurposing**. If Recipient exercises the option to purchase the Solar Facilities as set forth in paragraph (c) of this Section and seeks to repurpose the Solar Facilities for use at different Sites, or the same Sites but in different configurations, Provider shall provide assistance to Recipient regarding the design and placement of such Solar Facilities upon

terms and conditions, and at a price to be paid by Recipient, as the parties agree upon at that time.

#### Section 18. Casualty

- (a) If the Solar System is damaged or destroyed by fire, theft or other casualty, Provider and Recipient shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Provider, using the proceeds, shall within ninety (90) calendar days after the insurance proceeds become available to Provider, cause the Solar System to be repaired, restored, replaced or rebuilt to substantially the same condition as existed immediately prior to the damage or destruction (the "Restoration Work").
- (b) Until such time as the Restoration Work is completed, the Services Fee hereunder shall be abated.
- (c) Notwithstanding the foregoing, in the event of substantial damage or destruction by casualty (i) which damage Recipient and Provider in good faith mutually determine is such that the reconstruction of an economically viable Solar System is not practicable, either because (a) the insurance proceeds made available to Provider are not sufficient to repair such loss or damage, or (b) such reconstruction cannot be carried out under applicable legal requirements, including then-current building or zoning laws, or (ii) which damage occurs during the last three (3) years of the Term, then Recipient shall have the right to terminate this Services Agreement.
- (d) It is the intent of the parties that the Recipient shall have no liability nor suffer any economic loss as a result of damage to the equipment absent intentional or negligent misconduct on the part of Recipient which is not covered by insurance.
- (e) Recipient shall provide reasonable on-site security to prevent damage or destruction to the System by third parties lawfully occupying its property or as a result of trespassers entering onto the property and causing damage to the System.

#### Section 19. Representations and Warranties; Covenants of the Parties

(a) Each Party represents and warrants to the other party that (a) such party is duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized by all necessary company, organizational or governmental action; (c) this Agreement is a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms; (d) to such party's knowledge, no governmental approval (other than any governmental

approvals which have been previously obtained or disclosed in writing to the other party) is required in connection with the due authorization, execution and delivery of this Agreement by such party or the performance by such party of its obligations hereunder; and (e) neither the execution and delivery of this Services Agreement by such party nor compliance by such party with any of the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of such party's organizational documents or any rule, regulation or law. Recipient covenants that ecipient has lawful title to the Property and the Premises and full right to enter into this Agreement. Recipient will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Solar System or its function (including activities that may adversely affect the Solar System's exposure to sunlight), without Provider's prior written consent, or which would affect either party's ability to perform its obligations hereunder.

- (b) Each of Provider and Recipient hereby represents and warrants to the other party that there are no actions, suits or proceedings pending, or to such party's knowledge, threatened against or affecting such party or the Property, at law or in equity, or before any governmental authority, and, to such party's knowledge, it is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority, which, if adversely determined, would have a material adverse effect on the ability of such party to perform its obligations hereunder.
- (c) Neither Recipient nor Provider shall directly or indirectly cause, create, incur, assume or suffer to exist any pledge, lien (including mechanics', labor or material man's lien), charge, encumbrance or claim on or with respect to the Solar System or any interest therein. Each party shall also promptly pay before a fine or penalty may attach to the Solar System any taxes, charges or fees of whatever type of any relevant governmental authority for which such party is responsible. If either party breaches its obligations under this Section, it shall immediately notify the other party in writing, shall promptly cause such liens to be discharged and released of record without cost to the other party.
- (d) Notwithstanding the foregoing, it is understood that Provider will finance the System and that liens against the System for said financing are specifically permitted. Recipient shall fully cooperate with Provider in connection with such financing including but not limited to providing statements and opinions of counsel that Provider is currently in compliance with all provisions of the Agreement and that Recipient is likewise in compliance with all terms of the Agreement including but not limited to all representations and warranties contained within the Agreement.
- (e) Each party agrees to promptly provide the other party with a copy of any default notices that it received from any of its lenders or other party holding a mortgage, deed of trust or security interest in the Site or the Solar System.
- (f) Each party agrees that it will take no action that would cause the Solar System to lose its eligibility for the federal solar tax credit.

- (g) Recipient represents and warrants that any building upon which solar panels and the associated equipment is placed shall be appropriate for the placement of said equipment and that the building is in a condition which will support said equipment for the Term of this Agreement.
- (h) Recipient represents and warrants that any land or building upon which solar panels and the associated equipment is placed shall be appropriate from a geotechnical standpoint; that any such property is not located in a floodplain; that any storm water permits have been obtained or that the property in question is not subject to any such storm water permits; that no encroachment on the property in question has been permitted, authorized or exists at the time this contract is executed; that Recipient has reviewed each location for the placement of solar panels and the associated equipment and has determined that its location will not fall within any easement that could disrupt the operation of any part of the System or require any part of the System to be temporarily or permanently shut down or removed; that there are no additional permits or governmental permissions required for the installation of the System; that there are no known defects or flaws in Recipient's title to the property which would in any way affect the operation of the System or any part thereof or require that the System or part thereof be shut down or taken out of Service for any period of time or removed or relocated.
- (i) Recipient further represents and warrants that, to the extent such actions are within the control of Recipient, it will not permit any action to be taken by any party which would in any way affect the operation of the System, or otherwise cause any part of the System to be shut down or taken out of operation for any period of time and that Recipient will take any necessary action to prevent any adverse effect on the operation of the System including preventing or eliminating or terminating any condition that would adversely affect the operation of any part of the System or would cause any part of the System to be shut down or taken out of service for any period of time.

#### **Section 21. Indemnification; Insurance**

(a) Provider (the "Indemnifying Party") shall indemnify, defend and hold Recipient and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an "Indemnified Party") harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent caused by the Indemnifying Party's (i) material breach of any obligation, representation or warranty contained herein, (ii) negligence or willful misconduct and (iii) the operation of the Solar System.

- (b) Provider shall maintain during the Term of this Services Agreement, with Recipient named as additional insured therein, as its interest may appear, for the duration of this Services Agreement, the insurance coverage outlined in (1) through (6) below:
  - (1) Comprehensive or Commercial General Liability (including premises-operations; independent contractors protective, products and completed operations; broad form property damage).
  - (2) Bodily Injury: \$1,000,000 per occurrence.
  - (3) Property damage: \$2,000,000 per occurrence.
  - (4) Products and completed operations to be maintained for one (1) year after the final payment: \$2,000,000 per occurrence/aggregate.
  - (5) General aggregate: \$2,000,000.
  - (6) Damages to Service Feed Premises: \$1,000,000 per occurrence.

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

Provider shall also provide Property Insurance ("All Risk" coverage) equal to at least 100% of the replacement cost covering the Solar System, and all other improvements placed by Provider on the Premises. If possible, Provider will have the Recipient named as an additional insured.

Recipient shall carry property and liability insurance on its property in accordance with adopted City policies and ordinances, all in a form reasonably acceptable to Provider. The parties shall agree to the terms of said insurance prior to the beginning of construction of the Solar System.

#### Section 22. Waiver and Attorney's Fees

- (a) Any waiver at any time by either Party of its rights with respect to an Event of Default under this Services Agreement or with respect to any other matters arising in connection with this Services Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Services Agreement must be in writing.
- (b) The prevailing Party in any action to enforce this Services Agreement shall be entitled to recover its reasonable attorneys' fees and costs of collection from the non-prevailing Party.

#### Section 23. Change in law or Interpretation of law

If after the Solar Operations date, Provider determines that a Change in Law has occurred or will occur, or that an interpretation of current law has occurred or will occur, that has or will have a material adverse effect on Provider's rights, entitlements, obligations or costs under this Agreement, then provider may notify the Recipient in writing of such Change in Law. Within 30

days following receipt by the Recipient of such notice, the parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both parties. If the parties are unable to agree on such amendments within said 30 days, then the Provider or Recipient may terminate this Agreement and remove the System without either party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination. If a Change in Law renders this Agreement or Provider's performance under this Agreement either illegal or impossible, then Provider may terminate this Agreement immediately upon notice to Recipient without either party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination. For the purposes of this Agreement, Change in Law or Interpretation of Law means, after the date of the execution of this Agreement, (i) the enactment, adoption promulgation, modification or repeal of any applicable law or regulation, (ii) a change in any law that would in any way materially impact performance by either party under this Agreement or any interpretation of law that would have the same effect. In the event this Agreement is determined to subject Provider to regulatory jurisdiction, the parties agree to act in good faith in an attempt to restructure this Agreement in a manner that preserves the economic value to both parties.

#### Section 23. Memorandum of Services Agreement

Either Party may record in the real estate records for the jurisdiction in which the Site is located a memorandum of this Agreement setting forth the Parties hereto and the Term with the specific form of such agreement to be subject to the reasonable approval of the parties.

#### Section 24. Force Majeure

- (a) In the event either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement by reason of any cause beyond the reasonable control of, and without the fault or negligence of, such Party (an event of "Force Majeure"), (other than causes insured against) such circumstance shall not constitute an event of default, and such Party shall be excused from performance hereunder and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from, or arising out of, such delay or prevention; provided, however, that the Party encountering such delay or prevention shall use commercially reasonable efforts to remove the causes thereof (with failure to use such efforts constituting an event of default hereunder).
- (b) As used herein, the term "Force Majeure" shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) terrorist acts affecting the Site, (v) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long term calibrated and appropriate weather station representative of the Site, (vi) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vii) requirement by Local Utility that the Solar System

discontinue operation for any reason, (viii) appropriation or diversion of electricity by sale of order of any governmental authority which prevents or prohibits the parties from carrying out their respective obligations under this Agreement (including, without limitation, an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy Output to federal or state regulation of prices and/or services). Economic hardship of either Party shall not constitute a Force Majeure under this Agreement nor shall any change in the Internal Revenue Code or loss of any tax credit associated with the Solar System.

#### Section 25. Records

Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Each Party shall have the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

#### **Section 26. Notices**

All notices required or permitted to be given hereunder shall be in writing, and shall be given: (1) by email of a PDF (so long as notice is also given on the same date by one of the other notice methods), or (2) by personal delivery, or (3) by United States Certified Mail, Return Receipt Requested, postage prepaid; at the addresses of the parties at the following addressed

or at such other address as any part hereto entitle to notice may register with the other party by like notice. All notices shall be deemed given and effective on the date sent, or transmitted, or deposited in the U.S. Mail, or hand delivered, whichever is applicable. However, where applicable, the time period for responding to a notice shall commence from the date of actual receipt thereof. The party providing notice shall also take reasonable actions to contact the other party in person within 5 days of sending such notice to ensure such notice was received.

#### Section 27. Assignment by Provider

Provider may upon written notice, without the need for consent from Recipient, (i) transfer, pledge or assign this Agreement and the License Agreement, or Solar System as security for any financing or to an affiliated special purpose entity created for the financing or for tax credit purposes related to Solar System, provided Recipient's property is in no event encumbered or (ii) assign its rights under this Agreement to a successor entity in a merger or acquisition transaction, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. No such assignment shall be effective until written notice of such assignment is provided to Recipient. Provider shall not be relieved from future performance, liabilities, and obligations under this Agreement. Provider may, with the prior written consent of Recipient, which consent shall not be unreasonably withheld, transfer or assign this Agreement or the License Agreement, provided such Assignee agrees to be bound by the terms and conditions of this Agreement and

License Agreement, and further provided that Provider shall not be released from its obligations hereunder.

#### Section 28. Personal and Real Property or other Taxes

Provider shall claim the Solar System as personal property in the county in which the Solar System is located. If taxes are assessed as real or personal property (property taxes) Provider shall pay said taxes, if required, and shall contest the payment of said taxes so long as a statute is in force exempting or limiting such taxation.

Either party to the contract may contest any taxes or fees referred to in this section or the parties may jointly contest any such taxes or fees.

#### Section 29. Treatment for Federal Income Tax Purposes

Provider and Recipient hereby agree that this Services Agreement shall be treated as a services contract for federal tax purposes pursuant to Section 7701 (e) of the Internal Revenue Code and is not intended to be interpreted as a lease under federal law.

#### **Section 30. Confidential Information**

Neither party shall use, divulge, disclose, produce, publish or permit access to, any confidential information received by the other party, to the extent such information qualifies as a closed record under the Missouri Sunshine Law in Chapter 610 of the Revised Statutes of Missouri, except to the extent necessary to comply with the terms of this Agreement.

#### Section 31. Press Releases

The parties recognize that one or both may want to publicize information about the installation and operation of the System. In connection there with, either party may issue a press release(s) describing the project and its operation. However no confidential information shall be disclosed with respect to the cost of the project or the amount of the Services Fees without the consent of the other party.

#### Section 32. <u>Dispute Resolution</u>

In the event of a dispute regarding this Agreement that the parties are unable to resolve between themselves, no party may file a lawsuit in a court without first participating in mediation of the issue provided such issue does not involve the integrity of a structure or the safety of the public and City employees or agents. Mediation shall take place within thirty (30) days after any party requesting same and the costs shall be shared equally unless the jointly selected mediator is unavailable. The parties shall submit the names of two mediators to each other and one name shall be selected. Mediation shall proceed expeditiously and the failure to provide names of potential mediators or to attend a scheduled mediation session shall constitute breach of this Agreement. If mediation is not successful after one session with a mediator, any party shall be free to file or pursue other remedies.

#### **Section 33. Binding Effect**

The terms and provisions of this Agreement, and the respective rights and obligations hereunder of each party, shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

#### **Section 34. Amendments**

No modification of this Agreement shall be effective except by written amendment executed by both Provider and Recipient.

#### Section 35. Counterparts

Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original. Facsimile and electronic signatures shall have the same effect as original signatures and each party consents to the admission in evidence of a facsimile, electronic or photocopy of this Agreement in any court or arbitration proceedings between the parties.

#### **Section 36. Entire Agreement**

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any other prior agreement, written or oral, between the parties concerning such subject matter.

#### **Section 37. Third Party Beneficiaries**

Nothing in this Agreement shall provide any benefit to any third-party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.

#### Section 38. Severability

Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion unless such enforcement would materially affect the economic value for one of the parties to this Agreement.

#### Section 39. Survival

Any provisions of this Agreement that expressly or by implication come into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

#### **Section 40. Governing Law**

The interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with the laws of the State of Missouri excluding any choice of law provisions or conflict of law principles which would require reference to the laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the federal and state

courts located in the State of Missouri to the extent the matters herein are not subject to arbitration.

#### **Section 41. Remedies Cumulative**

No remedy herein conferred upon or reserved to either party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. However, nothing contained herein shall be construed to permit either party to bring an action against the other for lost profits or other special or consequential damages.

#### **Section 42. Headings**

The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provisions of this Agreement.

#### **Section 43. Conflicts**

In the event of any conflict or inconsistency between the terms of the Summary Term Sheet and this Agreement, the terms of this Agreement shall prevail.

#### Section 44. Exhibits

All Exhibits referred to in this Agreement and attached hereto are incorporated herein by reference.

[Remainder of this page intentionally left blank]

IN	WITNESS	WHEREOF,	the	undersigned	have	duly	executed	and	delivered	this	Services
Agr	eement as	of the Cont	ract l	Date.							

Lasta Comana ta Calam III C	
Lee's Summit Solar, LLC	
GC Solar 2019 Fund I, LLC, its so	ole member
By: GC Solar MM, LLC, it	ts manager
Ву:	
Title:	_
City of Lee's Summit, Missouri	

Stephen A. Arbo, City Manager

### EXHIBIT A

### LICENSE AGREEMENT REGARDING SOLAR PANELS

[Attached]

#### LICENSE AGREEMENT REGARDING SOLAR PANELS

This License Agreement ("Agreement") is entered into on thisday of, 2019 ("Effective Date"), by and among the City of Lee's Summit, Missouri as the "Licensor" and [Gardner Capital] as the "Licensee".
Licensor's address:
220 SE Green Street Lee's Summit, MO 64063
Licensee's address:
[ADD]
WHEREAS, Licensor owns certain real property located at in the City of Lee's Summit, County of Jackson and Cass, State of Missouri, more particularly described on <u>Schedule "A"</u> attached hereto and incorporated herein (the "Property"); and
WHEREAS, Licensor and Licensee have entered into that certain unrecorded Solar Services Agreement ("Services Agreement") dated together with all amendments, modifications, and extensions thereof; and
WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Services Agreement pursuant to which Licensee agreed to install (or cause to be installed) a grid-connected photovoltaic, solar electric generating system (the "System") including all equipment associated therewith (the "Serviced Equipment") on the Property; and
WHEREAS, Licensor has agreed to service such Serviced Equipment; and
WHEREAS, Licensor is willing to grant to Licensee the right to install, operate, maintain and remove the Serviced Equipment on the Property by entering into this License Agreement (the " <u>License</u> ").
NOW, THEREFORE, for the mutual covenants and agreements contained herein, the parties hereto agree as follows:

- 1. <u>Creation of the License</u>. Licensor hereby grants a License to Licensee and its successors and assigns under the Services Agreement, and its agents, contractors, sub-contractors, and employees, in, under, across and through the portions of the Property shown on Schedule "B" attached hereto and incorporated herein, and such other portions of the Property solely as reasonably necessary to effectuate the purposes of the Services Agreement. The License granted herein is non-exclusive.
- 2. Use of License. The use of the License shall be limited to the installation, operation, maintenance and removal of the Serviced Equipment, which includes, without limitation,

solar photovoltaic equipment and related Systems and equipment and any and all related connections, meters, conduit, monitoring equipment, structures, fences and barriers constructed by Licensee within the Solar System sites (collectively, the "Sites") located on the Property as shown on Schedule "B", all subject to the terms and conditions of this Agreement and the Services Agreement, as applicable. Licensor, for itself and its permitted successors and assigns, hereby grants to Licensee and its agents, contractors, sub-contractors, and employees, the right to enter onto the Property, subject to the terms and conditions of this Agreement and the Services Agreement, for the purpose of conducting such permitted uses of this Agreement and the Services Agreement. Licensor and Licensee understand that this Agreement is revocable at any time by the Licensor; provided however, that the Licensor's revocation of this license while the Services Agreement remains in full force and effect shall constitute a breach of the Services Agreement by Licensor and Licensee shall have all available remedies for Licensor's breach of the Services Agreement as provided thereunder.

- 3. <u>Term.</u> This Agreement shall commence on the Effective Date set forth above and terminate upon the earlier of (i) Sixty days (60) after the expiration or termination of the Services Agreement, (ii) removal of the Solar System in accordance with the Services Agreement (iii) revocation of the License by Licensor, or (iv) purchase of the Solar System by the Licensor in accordance with the Services Agreement.
- 4. <u>Consideration</u>. The only consideration for this Agreement shall be the Services Agreement and the mutual benefit the parties obtained from said Services Agreement. There is no separate consideration paid by Licensee to Licensor for the License.
- 5. <u>Access.</u> Licensee shall have a right of access to the Serviced Equipment over and across Property at all reasonable times, at such locations as Licensor shall from time to time reasonably determine, subject to the Services Agreement and to the reasonable security and safety procedures established by Licensor.
- 6. <u>Termination</u>. Except as otherwise expressly set forth herein, this Agreement and the License may be amended, abandoned or terminated only with the consent of Licensor and Licensee. Any such amendment, abandonment of termination shall be in writing, executed and acknowledged by the required parties.
- 7. <u>No Dedication for Public Use; No Possessory Interest.</u> The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the exclusive benefit of the parties hereto and their permitted successors, assigns, employees, invitees and licensees, contractors and sub-contractors. Licensor only grants a revocable License to Licensee and conveys no possessory interest in the Property to Licensee.
- 8. <u>Entire Agreement.</u> This Agreement and the Services Agreement contain the entire Agreement between Licensor and Licensee with respect to the License. The

- unenforceability of any provision hereof shall not affect the remaining provisions of this Agreement, but rather such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.
- 9. <u>Breach and Remedy.</u> Any breach of this Agreement by the parties shall constitute a breach of the Services Agreement and the parties' sole remedies for a breach of this Agreement shall be the remedies for a breach of the Services Agreement. Licensee shall have no right to bring any claim for adverse possession, quiet title, claim for possession, or any other *in rem* action against the Licensor, the holder of any possessory interest in the Property, or the Property.
- 10. <u>Compliance with Law; No Waiver.</u> This Agreement and the rights and obligations created hereunder are subject to, and governed by the laws of the State of Missouri. Waiver of a breach of any provision hereof will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.
- 11. <u>Governing Law.</u> This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.
- 12. <u>Counterparts.</u> This Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document.
- 13. <u>Authority to Enter into Agreement.</u> Licensee and Licensor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Agreement and that it shall be binding upon them for the Term of the Agreement.

IN WITNESS WHEREOF, the partie day of, 2019.	es hereto have executed this Agreement as of the
	Licensor:
	City of Lee's Summit, Missouri
	Stephen A. Arbo, City Manager
	Licensee:
	By:
	Name:
	Title:

# Schedule A

# Location of Solar Array Sites

# Schedule B

### **Property**

# Exhibit B

### **Projection**

<u>Year</u>	Projected Annual Production (kWh)	Guaranteed Production (kWh)
1		x 95% =
2		x 95% =
3		x 95% =
4		x 95% =
5		x 95% =
6		x 92% =
7		x 92% =
8		x 92% =
9		x 92% =
10		x 92% =
11		x 89%=
12		x 89% =
13		x 89% =
14		x 89% =
15		x 89% =
16		x 86% =
17		x 86% =
18		x 86% =
19		x 86% =
20		x 86% =

# Exhibit B

# Projection

<u>Year</u>	Projected Annual Production (kWh)	Guaranteed Production (kWh)
1		x 95% =
2		x 95% =
3		x 95% =
4		x 95% =
5		x 95% =
6		x 92% =
7		x 92% =
8		x 92% =
9		x 92% =
10		x 92% =
11		x 89%=
12		x 89% =
13		x 89% =
14		x 89% =
15		x 89% =
16		x 86% =
17		x 86% =
18		x 86% =
19		x 86% =
20		x 86% =

#### Exhibit B

- Scruggs Road Lift Station
   2211 NE Scruggs Road
- Bowlin Road Pump Station
   4801 NE Maybrook Road
- South Terminal Pump Station
   1399 SW Ward Road
- Legacy Wood Lift Station 3000 NE Legacy Wood Drive
- High Service Pump Station
   616 NE Douglas Street
- Tudor Road Pump Station
   1751 NE Tudor Road
- Fire Station 1207 SE Douglas Street
- Fire Station 2
   2000 NE Rice Road
- Fire Station 6101 Blackwell Road
- Fire Station 7
   2100 SW Scherer Road
- City Hall

220 SE Douglas Street

- Maintenance Facility
   1971 SE Hamblen Road
- Harris Park Community Center
   110 SW Blue Parkway
- Legacy Park Community Center 901 NE Bluestem Drive
- Longview Community Center 3801 Longview Road







#### **Packet Information**

#### File #: 2019-2895, Version: 1

Public Hearing: Application #PL2019-220 - Rezoning from CP-2 to PI and Preliminary Development Plan and Appl. #PL2019-222 - Special Use Permit for indoor climate-controlled storage and exterior-access non-climate controlled storage facility - Storage Mart, -3924 & 3930 SW Raintree Dr.; New TKG-KC LLC., applicant.

#### Issue/Request:

The applicant proposes a rezoning, preliminary development plan, and a special use permit for an indoor climate controlled storage facility that also includes limited outdoor non-climate controlled unit access and outdoor vehicular storage. The property is located west of M-291 Hwy and SW Raintree Dr. and east of the existing mini-storage facility. The applicant also requests to rezone the property from CP-2 to PI to allow for the component of the outdoor unit access and limited outdoor storage.

The facility is comprised of one (1) building totaling 302 units. The color palette and materials for the proposed building is primarily red and tan brick with stone accents and bronze storefronts.

The applicant requests modifications for the proposed outdoor unit access activities, outdoor storage, and roof pitch. Staff supports the requested modifications.

The applicant requests a 50 year time period. Staff doesn't support the requested time period and has recommended a 25 year time period to be consistent with recently approved storage facilities.

Josh Johnson, AICP, Assistant Director Plan Services

#### Recommendation:

- 1. A modification shall be granted to allow outdoor activities (i.e. exterior access to non-climate controlled storage units) to occur on site.
- 2. A modification shall be granted to allow for outdoor storage of vehicles as shown on the preliminary development plan, dated May 21, 2019.
- 3. A modification shall be granted to the 1:3 roof pitch requirements to allow a flat roofed building.
- 4. The special use permit shall be approved for a period of 25 years.
- 5. The development shall be in accordance with the preliminary development plan, dated May 21, 2019.

Committee Recommendation: At the July 11, 2019 Planning Commission meeting a motion was made by Commissioner Arth, seconded by Commissioner Gustafson, that Appl. #PL2019-220 - Rezoning from CP-2 to PI and Preliminary Development Plan and Appl. #PL2019-222 - Special Use Permit for indoor climatecontrolled storage and exterior-access non-climate controlled storage facility - Storage Mart, -3924 & 3930 SW Raintree Dr.; New TKG-KC LLC., applicant, be recommended for approval to the City Council-Regular Session, due back on 8/6/2019. The motion carried unanimously.



# The City of Lee's Summit Action Letter - Draft Planning Commission

Thursday, July 11, 2019
5:00 PM
City Council Chambers
City Hall
220 SE Green Street
Lee's Summit, MO 64063

Call to Order

Roll Call

Present: 7 - Board Member Carla Dial

Board Member Jason Norbury Board Member Dana Arth Board Member Don Gustafson Board Member Donnie Funk Board Member Jake Loveless

Board Member John Lovell

Absent: 2 - Board Member Jeff Sims

**Board Member Mark Kitchens** 

Approval of Agenda

A motion was made by Board Member Gustafson, seconded by Board Member Arth, that the agenda be approved. The motion carried unanimously.

**Public Comments** 

There were no public comments at the meeting.

Approval of Consent Agenda

2019-2900 Minutes of the June 27, 2019, Planning Commission meeting

A motion was made by Board Member Arth, seconded by Board Member Gustafson, that the minutes be approved. The motion carried unanimously.

**Public Hearings** 

2019-2895 Continued Appl. #PL2018-222 - REZONING from CP-2 to PI and PRELIMINARY

DEVELOPMENT PLAN and #PL2018-220 - SPECIAL USE PERMIT for an

indoor/outdoor mini-warehouse storage facility - Storage Mart 156, 3924 and

3930 SW Raintree Dr; New TGK-KC, LLC, 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. Gregg Meusill of the law firm of Rouse Frets White Goss Gentile and Rhodes, gave his address as 5250 W. 116th Place, Ste. 400, in Leawood, Kansas. Mr. Weyen Burnam of

TKG-StorageMart might also be present at the meeting a little later, and could answer questions about operational issues. The subject property had an existing 'first generation', a type of business familiar to many people; with metal garage-type buildings and no climate control. It was next to a residential subdivision. The lot that would be the site of the new indoor climate-controlled facility was at the front, on the east side along highway 291. It would be all brick, with windows and architectural features that would meet Lee's Summit's detailed standards this kind of business. TKG Storage Mart was among the leading storage companies nationally, with headquarters in Columbia, Missouri.

Mr. Meusill remarked that the applicants had held a neighborhood meeting on February 26th, and it was refreshing to hear residential neighbors talk about a commercial neighbor in positive terms. Only 6 people had attended, including Mr. Mike Gallagher, president of the neighborhood association. The attendees had shown up wanting to learn about the proposal, and none had any objection.

As part of modernizing the business, the existing storage units would remain; but the proposed development would block them from public view. Mr. Meusill speculated that one reason for the neighbors generally supporting the development was that the new building would block noise from the highway and other businesses along it. He added that while storage businesses had been around for a long time, those with climate control were the part that was growing.

The applicants had been working with staff several months, and had tried to ensure the development would meet ordinance standards regarding parking, screening and architectural design. Staff had identified four UDO conditions for an indoor, climate-controlled storage facility and three conditions for a mini-warehouse facility. These included the required 1:3 roof pitch, though the applicants planned a flat roof. Mr. Meusill asserted that this was what would normally be on a retail or office building. The had asked for a 50-year term for the Special Use Permit, but staff recommended 25 years; which would be consistent with other SUPs granted to storage businesses. The applicants did accept the conditions staff had cited.

The applicants had made certain assurances to the neighbors. The first-generation portion of the development would not be subject to the rezoning, SUP or preliminary development plan; and the applicants had agreed to install an opaque fence between them and the neighborhood. One neighbor had been concerned about the security cameras at the southwest corner of the existing facility, as one of them appeared to be focused on the deck of his house. The applicants had already addressed this concern by repositioning the camera. Mr. Meusill then introduced Mr. Weyen Burnam, who had just arrived at the meeting.

Following Mr. Meusill's presentation, Chairperson Norbury asked for staff's report.

Ms. Thompson entered Exhibit (A), list of exhibits 1-18 into the record. She confirmed that this request was for approval of a rezoning from CP-2 to PI, a preliminary development plan and a Special Use Permit for the Storage Mart business. It would be located south of M-150 and west of M-291, just east of the existing storage business. It was surrounded by existing mini-warehouse facilities to the west, which was zoned industrial (PI), and undeveloped ground to the north, south and east. They wanted to rezone 1.27 acres from the existing CP-2 to PI for the proposed expansion. Storage facilities that had outdoor activity were allowed only in PI and CS zoning districts, which was the reason for the rezoning request.

Displaying a map of the Comprehensive Plan for the area, Ms. Thompson noted that it was essentially shown as retail use. Staff supported the rezoning, as this particular property did not lend itself to retail development. It was adjacent to industrial zoning and industrial uses, as well as having some distance from M-150 to the north. Displaying the site plan, she noted that it had one 3-story building that was 46,600 square feet, with 302 units. An elevation of the view from the east showed an office-type building built of red and tan brick.

Ms. Thompson then addressed staff's modifications and conditions. The UDO required a climate-controlled storage facility to have all activities indoors, and did not allow outdoor storage. The applicants requested some limited outdoor storage, about 7 spaces; plus 22 units that would have exterior access. It also required a 1:3 roof pitch, but the proposed building would have a flat roof. Staff supported the modifications, acknowledging the hybrid nature of climate-controlled storage and mini-warehouses and the difficulty of this variant in meeting the ordinance requirements. Ms. Thompson then displayed a color-coded map of the M-150 Corridor Development Overlay district, which had additional requirements and design and sustainability standards. The project met the requirements for four-sided architecture and quality materials. Meeting the requirements included stormwater best management practices, LED lighting, landscaping with native plants, durable and locally sourced materials, pathways for future installation of solar energy and a 'cool roofing' system.

Staff considered that all three parts of this application met the UDO and Design and Construction Manual standards; however, they also cited 5 site specific conditions. Conditions 1 and 2 listed modifications to the SUP requirements to allow for outdoor storage and outdoor activities on the site. Condition 3 allowed for a flat roof instead of the required 1:3 pitch. Condition 4 cited the Special Use Permit term of 25 years; and Condition 5 required that the development "shall be in accordance with the preliminary development plan dated May 21, 2019."

Following Ms. Thompson's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. As there were none, he then opened the hearing for questions for the applicant or staff.

Mr. Funk asked Ms. Thompson if the outdoor storage vehicles would be physically outside or just accessed from outside the building. Ms. Thompson answered that they would be inside on the back end of the building, but accessed from the exterior. The application did propose 7 spaces for outdoor storage of items like utility trailers or RVs. She pointed out their location on the site plan.

Chairperson Norbury noted that when the M-150 was initially proposed, concerns had been raised about building heights. He asked if this had been discussed at the neighborhood meeting. Mr. Meusill replied that it had not. The major topics were the fence, and general questions about the business. He added that the people attending were generally positive about the development.

Mr. Loveless asked if outdoor parking had been discussed at the meeting. Mr. Meusill answered that it was, adding that initially the spaces for RV parking had were shown at the front of the building. Since staff had been concerned about adequate screening, these spaces were now in the back between the new building and the original one.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:18 p.m. and asked for discussion among the Commission members, or for a motion.

Ms. Dial rejoined the meeting.

Ms. Arth made a motion to recommend approval of continued Application PL2018-222, Rezoning from CP-2 to PI and Preliminary Development Plan; and PL2018-220, Special Use Permit for an indoor/outdoor mini-warehouse storage facility: Storage Mart 156, 3924 and 3930 SW Raintree Dr; New TGK-KC, LLC, applicant; subject to staff's letter of July 5, 2019, specifically Conditions of Approval 1 through 5. Mr. Gustafson seconded.

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

for a vote.

A motion was made by Board Member Arth, seconded by Board Member Gustafson, that this application recommended for approval. to the City Council - Regular Session, due back on 8/6/2019 The motion carried unanimously.

2019-2911 Continued Appl. #PL2019-020 - Rezoning from RP-2 to RP-3 and Preliminary Development Plan - Burton Townhomes, 408 & 500 NW Olive St; Cherokee Flight, LLC, applicant

Chairperson Norbury opened the hearing at 5:20 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Mick Slutter, of of Renaissance Infrastructure Consulting, gave his address as 1815 McGee Street in Kansas City, Missouri. He was present representing the developer, Mr. Dick Burton. They planned a multi-family residential development at the intersection of Orchard and Olive Streets, just north of Downtown, on a total of about 3-3/4 acres. The development would have 36 units in 9 four-plex buildings. They had hosted a neighborhood meeting on June 8th and had provided traffic and stormwater studies. Mr. Slutter requested a discussion of some of the stipulations in staff's report, after staff's presentation; specifically the traffic impact statement, the recommendation to improve Olive and Orchard as far as the Chipman/Douglas intersection and some of the recommendations pertaining to architecture.

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

Mr. McGuire entered Exhibit (A), list of exhibits 1-16 into the record. He related that the requested rezoning and preliminary development plan were for a 36-unit residential development. The subject property consisted of three parcels and was at the intersection of Olive and Orchard. The 408 NW Olive Street portion was two parcels totaling 1.39 acres, which included a 1,152 square foot house; and 500 NW Olive was a 2.2 acre, partially wooded lot with an existing 1,500 square foot barn. The Union-Pacific railroad line bordered the property on the west side and an existing line of trees provided some screening between the tracks and the rest of the property. The site would be accessed only from Olive Street.

Ms. Dial left the table, at 5:30 p.m.

Surrounding zoning was a mixture: PI and RP-2 to the north, RP-2 to the south and east and PI and R-1 to the west. RP-3 (Planned Residential Mixed Use) was the proposed zoning, with the current RP-2 being for "Planned Two-Family Residential" district. The proposed density would be 9.57 units per acre, with 10 per acre as the maximum in RP-3 and the proposed floor/area ratio would be .43. The nine four-plex buildings would have 44.8percent impervious coverage. It would have a total 100 parking spaces, 72 for residents and 28 additional spaces for visitors. Detention ponds would be located at the northwest and southwest corners.

Mr. McGuire displayed elevations of the proposed buildings. They would be two-story with a total height of 28 feet, 10 inches and would have a 3,524 square Materials would include stucco, vinyl siding board and batten foot footprint. siding and manufactured stone veneer. One of the requested modification was for a 6-foot vinyl fence at the property line, with a high-impact landscaping buffer planted on one side. This would make the landscaping more accessible for This was a modification that had often been requested and maintenance. Another modification was to the required 30-foot rear yard granted in the past. setback, with the applicant requesting a 26-foot setback. This was due to the west property line being adjacent to the 145-foot Union-Pacific railroad right-of-way; and the tracks were about 50 feet from the property line. wooded vegetation grew on both sides of the property line, and this plus the railroad gave the appearance of a deep setback.

Staff had received several public comments on this application. The 185-foot notification radius included 11 of the 12 neighboring properties, totally 103,879 square feet; about 39 percent of the total footage within the buffer. Of the 12 neighboring property owners. 11 owned property within the 185-foot notification boundary. The criteria for a valid protest petition had been met, since the total area of the land in possession of the property owners was over the required 30 percent. As a result, approval would need a favorable vote of two-thirds of the City Council.

Public comments had include the lack of sidewalks for the increased number of pedestrians, streets being too narrow for the increased traffic and concerns about stormwater and flooding. Other comments had been that four-plexes were not consistent with the surrounding neighborhood, and some neighbors were concerned about annoyances from the parking lot lighting. Mr. McGuire displayed photos that showed the contrast between the proposed buildings' mass and scale and the surrounding residences. Most were single-story ranch style homes that had been built in the 1950s and early 1960s. Two family home duplexes on Olive Street from the same era ranged in size from 1,432 to 1,646 square feet; for an average of about 1,500 square feet. The proposed four-plexes would be two stories with a tall roof peak, and a total height of 28 feet. The footprint would be 3,524 square feet, and individual units would be about 1,600 square feet each.

The Comprehensive Plan showed this neighborhood as being located within the Old Lee's Summit Master Plan area and as part of the older Downtown Lee's Summit area. That master plan had a goal of increasing housing stock including rental and for sale multi-family medium-to high-density townhouses and single-family homes. The proposed use was consistent with the plan's established goal of increasing available multi-family housing stock. Another goal of the master plan was to improve neighborhood streets from the current rural section to an urban section, with urban street design elements such as curbs, sidewalks and shoulders.

This proposed development would be consistent with the Old Lee's Summit development master plan, if the applicant made the improvements to Olive and Orchard Streets as described in the Traffic Impact Analysis. The Unimproved Road policy defined these two streets as being built to an unimproved road standard, with both lacking urban street elements. The transportation evaluation that the applicant's engineer had submitted had incorrectly categorized the development process and as the project had a preliminary development plan, it was subject to the Unimproved Road policy. That policy did not associate development with interim road standards on collector or local roadways. These were

required to be constructed or improved to urban standards for any development; and this meant that urban road improvements would be needed along both Olive and Orchard Streets.

Mr. McGuire added that Mr. Michael Park was present and could answer questions.

Mr. McGuire then listed staff's 7 Conditions of Approval. The first two were the requested modifications for the vinyl fence and landscaping on the north property line and for the 26-foot rear yard setback. Condition 3 stated that development would comply "with the recommendation of the Transportation Impact Analysis (TIA) dated July 2, 2019." by Mr. Park. The next 4 conditions addressed the proposed buildings' compatibility with existing homes in the neighborhood. The proposed roofline would be lowered and additional unit offsets would break up the buildings' visual mass. Buildings 1 and 9 would have covered side porches facing Olive as well as a sidewalk connection to the street. The intent was to give the appearance of a front door entrance (Condition 6). Similarly, a front yard look would be created by replacing the 6-foot privacy fence on Olive with a 4-foot picket fence (Condition 7).

Following Mr. McGuire's presentation, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. He asked that comments be limited to 3 minutes.

Ms. Cathy McClintock gave her address as 407 NW Olive Street, adding that she had lived there for 34 years. Her major concern about the project was infrastructure. Olive was a narrow street: she had measured it and it was only 25 feet. It was also a dead-end street so could not be considered a thoroughfare. At the south end were a number of businesses that operated a fleet of large flatbed trucks and trailers. Other large trucks delivered goods on a regular basis. This often shut down traffic, and she had photos of the truck traffic. Neither Olive nor Orchard had any curbs, shoulders or sidewalks, and had no storm drainage system. Years before, residents along Olive and Central Streets had been allowed to fill in ditches in order to have more parking; and this had contributed to chronic flooding. A large culvert installed under Central Street also channeled water westward into residents' yards. The Olive/Orchard intersection was quite small and had always been a nuisance. There was nowhere that a driver could maneuver if necessary; and all northbound and southbound traffic on Olive had to wait to turn onto eastbound Orchard, while vehicles were stopped at Orchard's stop sign. Due to this lack of room, drivers had sometimes even driven into the ditch. A stop sign for southbound traffic had been installed years ago, but drivers seldom did stop. This intersection was the proposed entrance and proposed exit for the townhomes planned in this application. At an average two vehicles per residence, a total of 72 vehicles would be added, causing an overload on an already overloaded street. Both streets were used by most people to get to Chipman.

Ms. Pat Vanbebber gave her address as 402 NW Olive Street. She also had concerns about increased traffic and more scarce parking. She pointed out that while there might be enough parking for residents, those residents would have friends and relatives who would also need to park their vehicles. Traffic was already heavy and people might start parking on the street. She was also concerned about the detention pond releasing water in the direction of the houses; and about increased flooding in particular.

Ms. Diana Peoples gave her address as 404 NW Olive Street. She believed the project had too many units for that small an area. She also believed that traffic, parking, and the narrow streets would be a problem, and the streets were too small for the traffic even now. Both a police car as well as a snow plow had fallen into a ditch. It was altogether a bad situation to have so many cars go through there. A neighbor across the street had especially bad problems with flooding on her property.

Ms. Tana Neill gave her address as 107 NW Orchard. She noted that when school buses went through the intersection, it could not turn that corner if a car was parked anywhere. The bus would have to wait until someone moved the car. She lived at the 'orphan' end of Orchard,

which was the last stretch of street to get a snow plow. This was not a good corner to add a lot of traffic.

Mr. Harvie Farnam gave his address as 401 NW Olive Street, which was at the dead-end. He pointed out that the street was only 20 feet wide, with ditches on both sides and no storm drains. Cedar Creek was on his side of the street, and a lot of water went through there at times. In the winter it was not plowed very often. The neighborhood and its infrastructure could not support that many more people and vehicles that would move in. He also lived near the end where large trucks and trailers came through, and they took up most of the street's width when moving.

Mr. Slutter returned to the podium and addressed some of these concerns. Most of the stormwater would be directed toward the back of the property where the two detention basins were. He was aware that much of the stormwater drained toward Olive, and he was working with staff to direct more of the water toward the back. The City had guidelines and standards for water detention, as well as stormwater treatment. Concerning parking, each unit would have a driveway with room for two vehicles, as well as garages that could serve the same purpose. Additional parking stalls would be on the site itself for overflow parking. The existing streets were 20 to 22 feet wide, with 10 to 11-foot lanes. In view of the capacity of the existing streets, the traffic impact would be minimal and the request to improve Olive and Orchard up to Chipman and Douglas was excessive. They were well below the threshold for improving streets and the improved street could handle up to 1,100 cars per day. Accordingly, he was requesting a waiver for improving Olive and Orchard. Regarding the fence, he did want to provide some kind of privacy in the back yards for people living on Olive, and the six-foot fence could go at least up to the buildings.

Mr. Dick Burton stated that the project would be "Orchard Park", not "Burton Townhomes". He had done a project like this before, Ironwood Townhomes at Florence and Third. It was 28 units on 3.2 acres, and had been very successful. That development had 11 overload parking spaces, but rarely used all of them. This complex would have 36 units and 28 overload spaces. He understood the residents being concerned about flooding, but two detention ponds were planned, not just one. They were actually directing most of the water to the north, which would relieve some of these concerns. The railroad had a break point where water would either run south nor north, and it was just south of this property. Anything directed onto the railroad would run to the north.

The request that the applicant improve Orchard and Olive Streets all the way to Chipman and Douglas was not economically feasible, as this project was not large enough for that. It had an additional street where a fire truck would make a loop through the project and come back out. There was no need to park on either Olive or Orchard; and if a school bus was to make the turn it would be coming through the project already picking up students. Mr. Burton said he understood the concerns, but he had grown up in Lee's Summit and had owned the Ironwood Townhomes for 15 years.

Mr. Burton added that he had made some commitment to the property. When he had purchased it, it had been the de facto dump for the neighborhood and he had taken out about 8 dumpster loads of trash. There had also been derelict buildings that he'd had removed. Some homeless people had been staying there and he had helped some of them get into shelters. He added that he hoped the nearby residents would give him the benefit of the doubt and was sure that they would be proud of this project in their neighborhood.

Mr. Bruce Best stated that his license as an architect was not currently active. He worked with a man who was an associate in Independence, after a long and serious illness that lasted for 8 years. He had recovered to some degree and was now working under the associate's license and was not currently registered. He had been the architect of record on the Ironwood project; and this one was similar in many ways. However, Ironwood was designed to be an

apartment project from the beginning and tonight's application was for a group of townhouses. It was designed for urban professional people who wanted the tax advantages of home ownership but did not have the time for a house. He had once lived in a similar project in Leawood; and his neighbors were professional people including doctors, .empty-nesters who wanted to downsize and people whose jobs required regular traveling and wanted a home base, not an apartment. He would expect 10 to 20 percent of the residents in tonight's proposed development to be in the latter group.

In terms of changing the overall outlook, they could lower the structures somewhat. However, this was essentially a trade-off, as the higher roofs would shed water and snow more quickly. He pointed out that the existing site was heavily wooded on both the north and south sides. These were mature trees and would act as additional screening for the development. A duplex just to the north on Orchard had a similar design and was also two stories; and it had been there for over a decade with no complaints. In terms of the buildings' overall appearance, City staff had provided extensive comments about materials; though the applicant had not had time to do color renderings. They had a number of options for using these materials' colors and textures to break up the mass of the buildings and make them look smaller. The buildings at Ironwood were all the same color, and he had learned that some variety was necessary. Breaking up the visual impact for this project would make the duplexes look more like the single-family houses to the north and east.

Concerning breaking the building up from front to back, and setbacks, Mr. Best suggested that a single break would be sufficient. There was space for an extra window in the front bedrooms, which would be an asset in selling the units. Mr. Best concluded that he and his associates had done good work in the past, and he had worked on projects throughout Lee's Summit over the years.

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

Mr. Loveless asked Mr. Park for some more detail about the road improvements the applicant was to do. Mr. Park replied that they would need to bring Orchard and Olive Streets to meet the City's urban standards. This would require widening both roads and adding curb, gutters and enclosed storm sewers. Typically sidewalks were also required and staff could evaluate whether or not sidewalks would be needed for the entire widened streets or just within the limits of the project. Typically, sidewalks were always required. Additionally, the turning radius at the intersection would need improving. In general, what was on Orchard to the east of Douglas was what staff would expect of that street from Douglas west to Olive Street. Olive would be more similar to a street in a residential neighborhood.

Mr. Loveless commented that this seemed like a lot of improvements considering the size of the site and the project. He asked why it was listed as a condition and Mr. Park replied that staff had a direction from the City Council regarding the adopted road policy. This policy provided the City with guidance on what to require for a development application, including what types of roads were appropriate for what areas, and what was acceptable to the City Council for development near those roadways. The policy was based less on capacity than on safety and a community design standard.

One of the first things staff looked at was whether a road had any one-lane segments. These roads were generally 20 feet wide, and sometimes 22 feet; but neither Orchard nor Olive had any one-lane stretches; so an aesthetic was a factor here rather than any safety issue. In the case of this application, it was in an older, more established part of Lee's Summit whose roads had been built to an older standard. In some situations like this, the roads would often just remain undeveloped until they became part of some capital project. That had been the case with Orchard Street east of Douglas to Independence. That was left to the Council's discretion as applicants went through the public hearing process. Sometimes this involved compromises and waivers.

Mr. Loveless asked if it would be feasible to do some sort of escrow toward future road improvements, and Mr. Park replied that this would be workable in this case, as the improvements needed to be in place in order for development to happen.

Mr. Gustafson asked Mr. Slutter if he had done a cost estimate for these improvements. Mr. Slutter answered that he had not, and had in fact one received the impact statement today. It would be about a half mile in each direction on both streets, and adding curb, gutter and storm sewers would require a complete rebuild, making it about a \$1 million project. Mr. Gustafson asked if he had any alternative mitigation of the impact to recommend, and Mr. Slutter answered that he would prefer a waiver. Mr. Gustafson then asked Mr. Park if the City had an unimproved street standard. Mr. Park replied that this was referred to in the policy as an interim road standard; however, this was generally limited to larger roads including arterials. Lee's Summit Road, for example was built to interim standards. It generally meant a road that was still rural in nature but that could accommodate single-family subdivision development. Development could later reach a point where an interim road did need an upgrade. New residential streets had to conform to an urban standard including curbs.

Mr. Gustafson asked if the City would ever consider a residential interim standard without drainage or sidewalks; and Mr. Park answered that this was the City Council's purview. That would need to be something between urban standards and the status quo.

Mr. Funk asked Mr. Park if any traffic impact was likely to result if the street improvements were not done; and if the streets in their current condition could handle this development. Mr. Park acknowledged that the streets had a very low volume of traffic. Orchard Street east of Olive had a load of about 200 or 300 cars per day; and Olive south of Chipman had about 800 to 900 per day. This volume was sometimes seen even on cul-de-sac streets. Lee's Summit's typical lane width was 12 feet for two-lane roads, and 11 feet for multiple-lane roads. In some communities, 10-foot lanes were acceptable. Narrower lanes were a problem for larger vehicles including school buses, especially at intersections.

Ms. Arth noted that some of the townhomes would be about 50 feet from the railroad tracks. Mr. Slutter answered that at the closest point, there would be 26 feet from the townhome to the property line, and the property line was approximately 50 feet to the railroad. Ms. Asked if there was any plan for noise abatement. Mr. Slutter answered that they planned to keep as many of the existing trees at the property line as possible. These did provide some buffering, although the trains could still be heard. Mr. Arth then asked if the homes could include windows that would muffle sound, and Mr. Best answered that these would be insulated double-pane windows, so they would help reduce the noise. Additionally, these would be 2x4 exterior walls with stucco and heavy masonry material, which would reduce sound. Nearby trains could be an obnoxious source of noise then they blew their whistles, but this development was not in a location where that was likely to happen.

Mr. Loveless left the table, at 6:10 p.m.

Ms. Arth asked if any staff member had an estimate of what improving the two roads would cost Mr. Park responded that the applicant's estimate was probably correct. It was a total of about 3,000 feet of roadway.

Mr. Lovell asked about stormwater. Mr. Monter answered that staff had reviewed the applicant's stormwater report, which had been clear, and they had met all the requirements. He confirmed for Mr. Lovell that these were for sale and not rentals.

Chairperson Norbury noted to Mr. Best that part of this application was a rezoning from RP-2 (duplex) to RP-3 (four-plex level zoning). The applicant had addressed some concerns about the visual mass and how to mitigate it. He asked if there was a way the applicant could do that

would make the building more suggestive of a duplex in appearance. That would be closer to conformance with current zoning. Mr. Best answered that it would be, to some extent. City staff had suggested three breaks in the structures; but this would be extremely difficult to do successfully in terms of the building's appearance. It would involve high enough construction costs to make them much more expensive. They could, however, visually suggest two attached duplexes with one break in the middle. That would also increase the cost, but not as much. The perceived difference could be suggested by the two sides of the unit being different colors or different material textures. However, this site had more room for landscaping than the existing Ironwood development and the plan offered more privacy for neighbors.

Chairperson Norbury noted that the heights were close to 29 feet, and asked about the height of the duplex he had designed on Olive. Mr. Best answered that it was at least 24 feet.

Chairperson Norbury then noted that a look up and down Olive showed almost all the homes as being one story; and the four-plexes would be much taller than that, an obvious visual contrast. He asked if there was any other possible mitigation, at least for the buildings on the ends, in order to make the street frontage more consistent. Mr. Best suggested that property placed landscaping, and specifically trees or shrubs, would help break up that visual impact; and in fact this was a very common approach to that sort of problem. Modifications could be made to the buildings themselves, especially with window placement and rooflines on some units. Staff had already suggested doorways facing Olive Street. These were all realistic approaches; and he suggested a direction to the applicant to submit preliminary designs to staff. They had not originally done this as they had thought the landscaping and fence screening would be sufficient.

Ms. Arth asked for some details about proposed amenities for the project. Mr. Slutter answered that this would not be an emphasis. He noted that he had put in a swimming pool at Ironwood but it was rarely used. He added that the applicant had bought an extra house and lot on the north side of the property, with the result that the first four buildings near Olive had extra-large and deep lots. This was not a situation where a two-story building was placed right next to a single-story house. They would have much bigger back yards than the units near the lumber yard or railroad track.

Chairperson Norbury answered that he was more concerned with the Olive Street frontage. Mr. Slutter commented that not all the units had sliding patio doors in back. Some of them had been moved to the side. There were several 12-inch bump outs as well as 'eyebrows' below them. Mr. Best added that the drawings also did not show shadow patterns that these bump outs would have. That would also break up the massing view, at least in the daytime.

Ms. Arth asked the applicant about the prices of the townhome units, and Mr. Slutter answered that they would be from \$220,000 to \$230,000. That was much higher than current market prices for townhomes but these would have more features. They included concrete vaults that could serve as storm shelters and exterior materials such stone wainscoting. The buildings would not all be alike; for example, one might have batt and board on the bump outs, and another would have lap siding. They were likely to be the most expensive four-plexes in the Downtown area.

Ms. Vanbebber remarked that the neighbors were less concerned with how the buildings looked than they were with the number of people who would be living on that property, with an increase in traffic. They were pleased with the plan to widen the streets.

Ms. Janice Newman gave her address as 109 W. Orchard, adding that this was at the corner. She stated that her back yard flooded very frequently and noted that the volume of traffic did include large vehicles like trash trucks. Her car had been hit a few years ago and she expected traffic to be a bad problem.

Ms. McClintock asked if there was a photo of the intersection, adding that the access to the development would be both an entrance and exit, and it was close to what was already a problem intersection. She did not think this was a good location for such a large development.

Ms. Peoples said the problem was the number of units. She would have preferred duplexes rather than four-plexes, adding that she had lived in a four-plex and did not like it. It amounted to too many units with too many people. It would cut down on the traffic and the applicant would still get to build something on the property. She added that the streets really had needed widening but it would be nice if someone cared about the flooding.

Mr. Tracey Neill gave his address as 107 NW Orchard. Referring to the testimony that the break point of drainage was on the southwest side of the property, he'd had as much as 3 inches of water come across the road and become about 18 inches deep going down the west side of his property on its way to flooding other neighbors' back yards. He asserted that the water would not drain to the north; and in fact it came from that direction.

Mr. Funk asked Mr. Monter if the City had a plan to address the flooding problem. Mr. Monter consulted the schedule of capital projects that were approved, under construction or proposed for construction and did not see a project for this location in what had been approved and budgeted. The City did have a program, based on priority, for drainage and flooding problems. He was not sure about any specific projects in this area.

Chairperson Norbury asked Mr. Park about the alignment of the access point from Orchard. Mr. Park replied that City staff preferred that it would line up with other streets and intersection, as this reduced the number of conflict points and increased safety. The issue was actually the condition of Orchard and Olive Streets and their intersection. He would prefer an alignment with Orchard than an offset a number of feet away.

Mr. Richard Raine gave his address as 109 W. Orchard Street. He asserted that so much water came into his backyard, he might as well stock it with fish. The repeated flooding had damaged the foundation of his house. Moreover, widening the street would effectively eliminate his driveway, and he had seen many drivers go into the ditch at the corner. A lot of traffic went through for such a small street, including large heavy trucks. He did not see any benefit to the neighborhood from this project.

Ms. Tana Neill stated that the Transportation Department would not allow school buses to turn around in the development. They picked up all the children along Olive or Orchard and did not turn around anywhere.

Ms. Sharon Farnam gave her address as 401 NW Olive, which was at the bottom of the hill. Since the last heavy rain, the street was actually crumbling into the ditch. Flooding was bad in that neighborhood and the breaking point was north of the intersection. The water would stand for days before it dried out. She also had a problem with that many people coming into a single-family neighborhood. They already had problems with break-ins.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 6:37 p.m. and asked for discussion among the Commission members.

Ms. Arth acknowledged that flooding was obviously a major concern for the neighbors and should be for the City as well. She hoped that when this application went before the City Council they would give this serious consideration as a priority. She wanted it on the record that the Commission had heard considerable testimony from the residents about this problem. It was understandable that the City wanted improved roads, but in this case they were asking a developer to bear that entire cost. She hoped the Council would look into ways to reduce that cost, as it was extremely high and could discourage new development.

Mr. Funk observed that the City was trying to encourage this type of development. He agreed that the developer was being asked to bear a very large expense. He'd had a business on Donovan several years ago and knew that there were issues with flooding. Water came from the north south and west down Donovan. He did believe that the proposed stormwater improvements would alleviate much of it. He also agreed that the developer was being asked to bear a major expense, and at that in an infill area that the City had wanted developed.

Mr. Gustafson noted a remark that street improvements were the purview of the City Council. He suggested that the applicant prepare some plans for mitigation to show to the Council when the application came to them. Mr. Lovell agreed that any alternatives or options the applicant could suggest would be helpful.

Mr. Funk noted that the applicant was not in agreement with all of the conditions.

Chairperson Norbury said some more work still needed to be done on the elevations, and he would like to the Commission to see them before the application went to the Council. He tended to be cautious any time there was a proposal to change a zoning to a more intense use, especially in a residential setting. He was not as concerned about roof heights as he was about the frontage on Olive. Regarding stormwater, applicants were not generally expected to fix all the stormwater problems, though this had been done with some large projects. Staff generally concentrated on an applicant handling the stormwater that the subject property generated. If staff's recommendation was that the project met those conditions, then an applicant was doing what they could with the stormwater they were responsible for.

The road improvements presented more difficulty. He had used that road and intersection several times and it was entirely too tight. Virtually all the neighborhoods north of Downtown were significantly behind when it came to infrastructure. He had certainly supported the improvements to Orchard east of Douglas, as it provided a lot of flood control and made the road much safer. He wanted to see the same thing on Orchard west of Douglas, as well as Olive; however, he did not think that imposing a 7-figure financial burden on the developer was consistent with the size of scope of this project. He was not sure the project was a good fit at this point, emphasizing that this was not the fault of the applicant or of the neighborhood. The reality was that the City had not yet made the necessary improvements one of the priorities. Hopefully some kind of development agreement could manage the cost in a realistic way. If that was not likely to happen he would not vote for approval.

Chairperson Norbury presented a number of options. The Commission could recommend for approval and perhaps adjust some standards. It could also choose to recommend denial, or continue the application to address these issues. Chairperson Norbury then re-opened the hearing, at 6:53 p.m.

Mr. Burton stated that this was a \$7 million project, and he did not think the City should impose on him the cost of improvements that the City should have done a long time ago. It would simply not be feasible to spend an additional \$1 million on road or stormwater improvements. Chairperson Norbury again closed the hearing.

Ms. Arth said that the Commission could send this on to the Council, and Chairperson Norbury answered that while this was an option he would prefer the architectural issues resolved before that.

Mr. Funk asked if a continuance could include asking the applicant to provide some architectural break-ups. Chairperson Norbury said they could make a recommendation on the application as presented. Mr. Soto pointed out that the Commission did have the option to continue the application in the interest of getting more information.

# Planning Commission Action Letter - Draft July 11, 2019

Ms. Arth made a motion to continue Application PL2019-020: Rezoning from RP-2 to RP-3 and Preliminary Development Plan: Burton Townhomes, 408 & 500 NW Olive St; Cherokee Flight, LLC, applicant; to a date certain of July 25, 2019. Mr. Gustafson seconded.

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

A motion was made by Board Member Arth, seconded by Board Member Lovell, that this application be continued to the Planning Commission, due back on 7/25/2019. The motion carried unanimously.

Other Agenda Items

There were no other agenda items at this meeting.

Roundtable

Kent Montor, Development Engineering Manager, noted that he appreciated when an applicant made the comment that they appreciated Staff being tough but reasonable.

Adjournment

There being no further business, Chairperson Norbury adjorned the meeting at 6:53 P.M.

For your convenience, Planning Commission agendas, as well as videos of Planning Commission meetings, may be viewed on the City's Legislative Information Center website at "Ismo.legistar.com"



# **Development Services Staff Report**

File Number PL2018-220 and 222

File Name REZONING FROM CP-2 TO PI, PRELIMINARY DEVELOPMENT

PLAN, and SPECIAL USE PERMIT – Storage Mart

Applicant New TKG-KC LLC

**Property Address** 3924 & 3930 SW Raintree Dr.

Planning Commission Date July 11, 2019

**Heard by** Planning Commission and City Council

**Analyst** Jennifer Thompson, Senior Planner

Checked By Hector Soto, Jr., AICP, Planning Manager and

Kent Monter, PE, Development Engineering Manager

### **Public Notification**

Pre-application held: February 7, 2018

Neighborhood meeting conducted: February 26, 2019 Newspaper notification published on: June 8, 2019

Radius notices mailed to properties within 185 feet on: May 23, 2019

Site posted notice on: May 24, 2019

### **Table of Contents**

1 Project Data and Facts	2
2. Land Use	3
4. Unified Development Ordinance (UDO)	4
5. Comprehensive Plan	4
6. Analysis	5
7. Recommended Conditions of Approval	10

### **Attachments**

- 1. Transportation Impact Analysis, prepared by City Traffic Engineer, dated July 3, 2019 2 pages
- Trip Generation Assessment, submitted by Crockett Engineering –
   3 pages
- 3. Preliminary Development and Rezoning Plan, date stamped May 21, 2019 –24 pages
- Special Use Permit Criteria, Comprehensive Narrative, Preliminary Development Plan Criteria, M-150 Corridor Overlay, and Modification responses from applicant 7

  – pages
- 5. Detention and Water Quality Calculations 5 pages
- 6. Photos of Subject and Surrounding Properties, date stamped May 21, 2019 4 pages
- 7. Neighborhood Meeting Letter 4 pages
- 8. Location Map

### 1. Project Data and Facts

Project Data	
Applicant/Status	New TKG-KC, LLC/Owner
Applicant's Representative	Weyen Burnam
Location of Property	3924 & 3930 SW Raintree Dr.
Size of Property	±1.27
Zoning (Existing)	CP-2 (Planned Community Commercial)
Zoning (Proposed)	PI (Planned Industrial)
<b>Comprehensive Plan Designation</b>	Retail
Procedure	The Planning Commission makes a recommendation to the City Council on the proposed rezoning, preliminary development plan and special use permit. The City Council takes final action on the rezoning, preliminary development plan and special use permit in the form of an ordinance.
	<b>Duration of Validity:</b> There is no expiration to an approval for rezoning.
	Preliminary development plan approval by the City Council shall not be valid for a period longer than twenty-four (24) months from the date of such approval, unless within such period a final development plan application is submitted. The City Council may grant one extension not exceeding twelve (12) months upon written request.
	A special use permit shall be valid for a specific period of time if so stated in the permit.

### PL2018-220 and 222

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#### **Current Land Use**

The property is a platted undeveloped lot/vacant lot accessed from SW Raintree Dr. and located west of M-291 Hwy.

### **Description of Applicant's Request**

The applicant is seeking a rezone from CP-2 to PI, a preliminary development plan and a special use permit for a single multi-story storage building with indoor climate controlled storage units, exterior-access non-climate controlled storage units, and limited outdoor storage.

### 2. Land Use

### **Description and Character of Surrounding Area**

The property is located at 3924 and 3930 SW Raintree Drive in the South M-291 Safety Mini Storage subdivision, located immediately east of the existing mini-warehouse storage facility. The property is surrounded by vacant property to the north, south and east.

### **Adjacent Land Uses and Zoning**

North:	CP-2 (Planned Community Commercial District) – vacant ground						
South:	2 (Planned Community Commercial District) – vacant ground						
East:	cross SW Raintree Dr. and M-291 Hwy/CP-2 (Planned Community Commercial						
	District) – vacant ground						
West:	PI (Planned Industrial) – existing mini-warehouse storage facility						

### **Site Characteristics**

The site is currently comprised of two vacant lots with a natural drainage ditch area located on the south portion of the site. The site will be replatted to combine the existing and proposed facilities into one lot. An existing utility easement will be vacated prior to the issuance of a building permit. The existing partial driveway will be removed and access will be from the existing drive located to the north of this property. In addition, as part of this development plan the existing pole sign will be removed.

### **Special Considerations**

This site is an expansion of the existing storage facility located immediately to the west.

### 3. Project Proposal

### Site Design

Land Use	
Impervious Coverage:	66%
Pervious:	34%
TOTAL	100%

### **Parking**

Proposed	Required					
Total parking spaces proposed:	6	Total parking spaces required:	4			
Accessible spaces proposed: 2		Accessible spaces required:	1			
Parking Reduction requested?	No	Off-site Parking requested?	No			

### **Setbacks (Perimeter)**

Yard	Building / Parking Required	Building / Parking Proposed
Front (East)	15' (Building)/20' (Parking)	30' (Building) / 30' (Parking)
Side (north and south)	15' (Building)/6' (Parking)	40'+ and 50'+ (Building)/30' (Parking)
Rear (West)	20' (Building)/6' (Parking)	30'+ (Building)/ n/a (Parking)

### Structure(s) Design

Number and Proposed Use of Buildings
1 partially climate controlled facility building with interior and exterior storage unit access, and limited
outdoor storage
Building Height
44'
Number of Stories
3 stories

## 4. Unified Development Ordinance (UDO)

Section	Description
2.240, 2.250	Rezoning
2.300,2.310,2.320	Preliminary Development Plan
6.620,6.630,6.640,	
6.650,6.1020,6.1185	Special Use Permit
4.220	Zoning Districts

### 5. Comprehensive Plan

Focus Areas	Goals, Objectives & Policies
Economic Development	Objective 2.1, 2.2, 2.3
Overall Area Land Use	Objective 1.1, 1.2, 1.3, 1.4
Commercial Development	Objective 4.1, 4.2, 4.3

### 6. Analysis

### **Background**

The applicant proposes a rezoning, preliminary development plan, and a special use permit for an indoor climate controlled storage facility that also includes limited outdoor non-climate controlled unit access and outdoor vehicular storage. The property is located west of M-291 Hwy and SW Raintree Dr. and east of the existing mini-storage facility. The applicant also requests to rezone the property from CP-2 to PI to allow for the component of the outdoor unit access and limited outdoor storage.

The facility is comprised of one (1) building totaling 302 units. The color palette and materials for the proposed building is primarily red and tan brick with stone accents and bronze storefronts.

The applicant requests modifications for the proposed outdoor unit access activities, outdoor storage, and roof pitch. Staff supports the requested modifications.

The applicant requests a 50 year time period. Staff doesn't support the requested time period and has recommended a 25 year time period to be consistent with recently approved storage facilities.

### Site Design

Staff and the applicant have had significant and multiple reviews of the proposed elevations since the original submittals. The applicant has been willing to revise the architectural drawings based on staff feedback. As part of the staff review the following concerns were discussed, addressed and are reflected on the current and proposed elevations:

- Removal of exterior garage doors and fencing facing M-291 Hwy.
- Additional windows
- · Additional cornice detail
- Opaque glass windows will be provided—there will be no storage doors visible from view
- A rendering/perspective was provided "as seen" from M-291 Hwy
- Additional vertical articulation and four-sided architecture

### History

- December 9, 2003 A final development plan was approved for South M-291 Safety Mini Storage Facility (Appl. #2003-136).
- May 22, 2003 A minor plat was approved for South M-291 Safety Mini Storage, Lots 1 & 2 (Appl. #2002-234). The plat was recorded at the Jackson County Recorder of Deeds by Document #200310061037.
- May 17, 2006 A minor plat was approved for South M-291 Safety Mini Storage, Lots 1A, 2A, & 3A (Appl. #2006-008). The plat was recorded at the Jackson County Recorder of Deeds by Document #2006E0028581.

### **Compatibility**

The proposed development will not negatively impact the character of the neighborhood. The proposed building has an office-like appearance and is an extension of the existing use at this location. The building will shield the existing storage facility from the M-291 Hwy frontage. The property to the immediate west is zoned industrial; the other surrounding zoning districts are CP-2 and are comprised of vacant undeveloped land.



The proposed plan will improve the aesthetics of the property by cleaning up a rough drainage way of scrub type landscaping and will provide a contoured, sodded, dry detention basin surrounded by extensive landscaping.

The building will also provide an office-like appearance for this corridor and will comply with the M-150 corridor overlay district design guidelines and sustainability regulations.

### **Adverse Impacts**

The proposed climate controlled facility with interior and exterior access and exterior storage area will not detrimentally affect the appropriate use of neighboring property. The proposed location of the Storage Mart is located immediately to the east of the existing mini-warehouse facility.

The development is designed, located and will operate so that the public health, safety and welfare will be protected.

### **Public Services**

Existing public facilities and services are available and adequate to meet the demand for the facility and services generated by the proposed use.

The proposed use will not impede the normal and orderly development and improvement of the surrounding property.

### PL2018-220 and 222

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The existing building and street network incorporates adequate ingress and egress and will be accessed from an existing driveway. There is another existing curb cut along the property in close proximity to the aforementioned driveway that will be removed.

The proposed development will not likely generate more than 100 vehicle trips to the surrounding street system during any given peak hour, a condition that requires a traffic impact study based on the Access Management Code. Although a traffic impact study is not required, the applicant submitted a Trip Generation Assessment, conducted by CBB. Staff concurs with the submitted Trip Generation Assessment. Staff concurs there are no concerns regarding the impact of the proposed development to traffic safety or traffic operations on the surrounding street system.

### Livable Streets.

The proposed development includes all Livable Streets elements identified in the City's adopted Comprehensive Plan, associated Greenway Master Plan and Bicycle Transportation Plan.

### **Unified Development Ordinance**

### Rezoning and Comprehensive Plan.

The subject 1.27 acres is currently zoned CP-2 (Planned Community Commercial District). The 2005 Lee's Summit Comprehensive Plan shows the subject area as Retail. The applicant proposes to rezone the property to PI (Planned Industrial) to accommodate the proposed use. Storage facilities that have outdoor activities and storage are allowed in PI and CS zoning districts.



Although the proposed use is more industrial in nature rather than a retail use, staff supports the plan. The subject property doesn't lend itself to the retail development allowed under its existing zoning and recommended comp plan land use designation due to its adjacency to existing PI-zoned storage facility and separation from M-150 Hwy. The development is an expansion of an existing storage facility that will improve the overall site by establishing a multi-story brick, four-sided designed building with a mix of landscaping, earthen berms, and fencing to provide the necessary screening.

### PL2018-220 and 222

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According to the applicant's response, the expansion of this existing site addresses existing demand in the market for storage facilities.

### **Special Use Permit.**

Under the Unified Development Ordinance (UDO), a special use permit is required for Indoor Climate Controlled Storage Facilities and Mini-Warehouse Facilities within the PI zoning district. The proposed use is a combination of these two uses and therefore will be subject to the conditions of both defined uses.

**Storage Facility – Indoor climate Controlled.** There are four conditions and restrictions listed under this use in Section 6.1190 of the UDO:

- 1. All activities shall be carried on inside the structure. All of the self-storage activities will not be carried on within the building. Approximately 22 units are accessed from the exterior of the building located on the south and west elevations. In addition, approximately seven (7) parking stalls are provided for outdoor storage of R.V.s, trailers, etc., to the rear (west) of the building.
- **2. Four-sided architecture shall be required.** All four sides of the building are treated equally from a design standpoint.
- 3. No outside storage of any kind shall be permitted on the premises. There has been allotted seven (7) parking spaces located behind the building on the west side for purposes of outdoor storage of recreational vehicle parking.
- 4. PO (Planned Office District) District requirements shall be used for building placement, minimum lot size, height, setbacks, signage and landscaping. All PO (Planned Office District) requirements have been met.

**Mini-Warehouse Facility.** There are three conditions and restrictions listed under this use in Section 6.1020.

- In any non-industrial district, a mini-warehouse facility must be enclosed on all sides by a wall
  or earthen berm that shields the development from view. The proposed zoning is industrial,
  therefore this condition would not apply.
- **2. Colors selected must be of muted shades.** The proposed colors and exterior building materials are red and tan brick and light tan stone.
- **3.** Roof pitch shall be 1:3. The building has a flat roof with varying parapets. This condition is not met.

### **Time Period**

The applicant requests a 50 year time period for the proposed use. Staff recommends a time period of 25 years to be consistent with other recently approved special use permits for climate controlled/miniwarehouse uses.

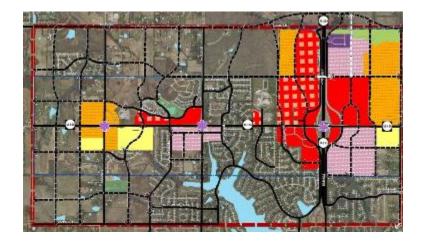
### **Modifications**

All activities are required to be carried on inside the structure and no outdoor storage of any kind is permitted on the premises when associated with an indoor climate controlled facility. The applicant proposes approximately 22 exterior access garage units and seven (7) parking spaces for recreational vehicles. Staff supports the modifications. The design of the building allows for the outdoor storage and activities to only be permitted within the rear and sides of the building. Adequate fencing and landscaping is provided to shield these activities from off-site.

The roof pitch is required to be 1:3 when associated with a mini-warehouse facility. The proposed roof is a flat roof with varying parapets and other features. The proposed development is not a traditional storage facility, but rather a multi-story hybrid storage facility with both climate and non-climate controlled units. The building is designed to have an office-like appearance rather than a traditional storage facility.

### M-150 Corridor Overlay District

The subject property is located within the M-150 Corridor Development Overlay District (CDO) with a designated land use referenced in the M-150 Sustainable Corridor Vision and Framework Plan as retail. The purpose of the CDO is to facilitate the development of property within the M-150 corridor with the highest possible levels of community and building design consistent with the healthy economic development and redevelopment of the plan area. Additional requirements that apply to this development include development and sustainability standards.



The proposed development meets the required design standards as the site has been well designed for the view shed of the M-291 Hwy corridor. The building will be constructed of high quality materials (brick) and utilizing four-sided architecture. The development also meets the mandatory minimum sustainability development requirements as identified in the Unified Development Ordinance. Efforts to meet these requirements include incorporating Stormwater Best Management Practices (BMP's) for source control, source filtration, and regional retention. LED lighting will be provided, native plants will be used to meet landscaping requirements, pathways for future installation of solar will be accommodated, durable and locally sourced materials will be used, and a cool roof system will be incorporated as part of the design. Please refer to the applicant's response for the "mandatory minimum sustainability requirements for additional detail.

### **Recommendation**

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

### 7. Recommended Conditions of Approval

### **Site Specific**

- 1. A modification shall be granted to allow outdoor activities (i.e. exterior access to non-climate controlled storage units) to occur on site.
- 2. A modification shall be granted to allow for outdoor storage of vehicles as shown on the preliminary development plan, dated May 21, 2019.
- 3. A modification shall be granted to the 1:3 roof pitch requirements to allow a flat roofed building.
- 4. The special use permit shall be approved for a period of 25 years.
- 5. The development shall be in accordance with the preliminary development plan, dated May 21, 2019.

### **Standard Conditions of Approval**

- 6. All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final development plan. All public infrastructure must be substantially complete, prior to the issuance of any certificates of occupancy.
- 7. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the associated engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance permit).
- 8. A Land Disturbance Permit shall be obtained from the City if ground breaking will take place prior to the issuance of an infrastructure permit, building permit, or prior to approval of the Final Development Plan/Engineering Plans.
- 9. Certain aspects of the development plan will be further reviewed during the Final Development Plan phase of the project. This includes detailed aspects of the design to help ensure that the plan meets the design criteria and specifications contained in the Design and Construction Manual.
- 10. Private parking lots shall follow Article 8 of the Unified Development Ordinance for pavement thickness and base requirements.
- 11. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to the safety to fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code. Adequate water for the required fire flow and hydrants. App. B and C.
- 12. A minor plat combining *Lots 1A, 2A, & 3A, South M-291 Safety Mini Storage* shall be submitted, reviewed, approved and recorded prior to the issuance of a building permit.
- 13. A vacation of easement application vacating the necessary easements shall be submitted, reviewed, and approved prior to the issuance of a building permit.
- 14. All proposed signs shall be submitted for review to the Development Services Department prior to installation.

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- 15. The existing pole sign shall be removed prior to the issuance of a building permit.
- 16. Additional vinyl fencing shall be required to adequately screen the proposed outdoor storage of vehicles.



# LEE'S SUMMIT

# DEVELOPMENT REVIEW FORM TRANSPORTATION IMPACT

DATE: July 3, 2019 CONDUCTED BY: Michael K Park, PE, PTOE

**SUBMITTAL DATE:** May 21, 2019 **PHONE:** 816.969.1800

APPLICATION #: PL2018222 EMAIL: Michael.Park@cityofls.net

PROJECT NAME: STORAGE MART PROJECT TYPE: Prel Dev Plan (PDP)

### **SURROUNDING ENVIRONMENT** (Streets, Developments)

The proposed development is located along the west side of Raintree Drive, south of M-150 Highway. The development is the planned expansion of an existing mini-warehouse facility. Commercial property lies to the north, residential to the west, M-291 Highway to the east and undeveloped property to the south.

#### **ALLOWABLE ACCESS**

The proposed development will be accessed from an existing driveway. There another existing curb cut along the property in close proximity to the aforementioned driveway that will be removed.

### **EXISTING STREET CHARACTERISTICS** (Lanes, Speed limits, Sight Distance, Medians)

Raintree Drive is a two-lane, undivided, uncurbed, collector with a 45 mph speed limit and paved shoulders in the vicinity of the development. Though generally described by the City's Unimproved Road Policy as an interim standard adjacent to the proposed development, the City Unimproved Road Policy does not apply to MoDOT facilities such as Raintree Drive adjacent to the proposed development. Between the development and M-150 Highway, Raintree Drive is a multilane urban collector with curb, sidewalk, median, turn lanes, etc. Raintree Drive is a MoDOT owned and maintained roadway from M-150 Highway to the Raintree Subdivision located nearly 1/2 mile south of the project. The intersection of Raintree Drive at M-150 Highway is traffic signal controlled. There are no sight distance concerns within the study area.

### ACCESS MANAGEMENT CODE COMPLIANCE? YES NO

The proposed development plan and access is in compliance with the City's Access Management Code and MoDOT Access Management Guidelines.

#### **TRIP GENERATION**

Time Period	Total	In	Out
Weekday	116	58	58
A.M. Peak Hour	7	4	3
P.M. Peak Hour	12	6	6

TRANSPORTATION IMPACT STUDY REQ	UIRED? YES	No 🖂	
	ent will not likely generate m given peak hour, a conditior Code.	•	_
Assessment, conducted be Generation Assessment. proposed development of factors such as access, the	study is not required, the apply CBB, dated March, 26, 20: Considering the minimal am luring peak hours and the exercise are no concerns regarding operations on the surroundi	18. Staff concurs with the sun ount of traffic likely general cisting roadway conditions, cong the impact of the propositions.	ubmitted Trip ted by the capacity and other
LIVABLE STREETS (Resolution 10-17)	COMPLIANT 🔀	[] Ехсертіс	ons 🗌
City's adopted Comprehe Plan attachments, and ele	y development plan includes ensive Plan, associated Green ements otherwise required l icy adopted by Resolution 10	nway Master Plan and Bicyc by ordinances and standards	le Transportation
RECOMMENDATION: APPRO Recommendations for Approval refer City Staff.	DVAL DENIAL DENIAL only to the transportation impo	<b>N/A</b> act and do not constitute an en	STIPULATIONS dorsement from

The trip generation shown above was determined based on the proposed development using

the ITE Trip Generation Manual, 10th Edition.

Staff recommends approval of the proposed preliminary development plan.



March 26, 2018

RECEIVED

Mr. Tim Crockett, PE Crockett Engineering 1000 W Nifong Boulevard, Bldg. 1 Columbia, Missouri 65203

MAR - 6 2019

**Development Services** 

RE:

Trip Generation Assessment – Proposed Storage Mart

3920 South State Route 291 Lee's Summit, Missouri CBB Job No. 25-18

### Dear Mr. Crockett:

As requested, CBB has prepared a Trip Generation Assessment related to the proposed Storage Mart expansion in Lee's Summit, Missouri. The existing Storage Mart is located off the State Route 291 Outer Road (SW Raintree Drive), south of Missouri Highway 150. The location of the Storage Mart relative to the surrounding area is depicted in **Figure 1**.



Figure 1: Project Location Map



It should be noted that this Trip Generation Assessment does not represent a traffic impact study, but rather an estimate of the anticipated traffic levels associated with the proposed expansion of the existing Storage Mart. No specific evaluations of operational levels of service are included in this assessment.

The existing Storage Mart facility has 731 garage door type outdoor units with a total of 137,070 square feet. The existing facility has gated access accessible by customers with keypad access. Based on the site plan provided by Crockett Engineering Consultants, the proposed expansion would consist of approximately 35,130 square feet with 42 exterior units and 152 interior storage units of various sizes. The storage building with the interior units will be climate controlled and customers will have the ability to drive inside the building to load and unload their items. Access to the site is proposed to remain via the existing main entrance on State Route 291 Outer Road (SW Raintree Drive). The existing curb cut just south of the main entrance is proposed to be removed. A schematic of the site plan for the proposed Storage Mart expansion is shown in **Figure 2**.

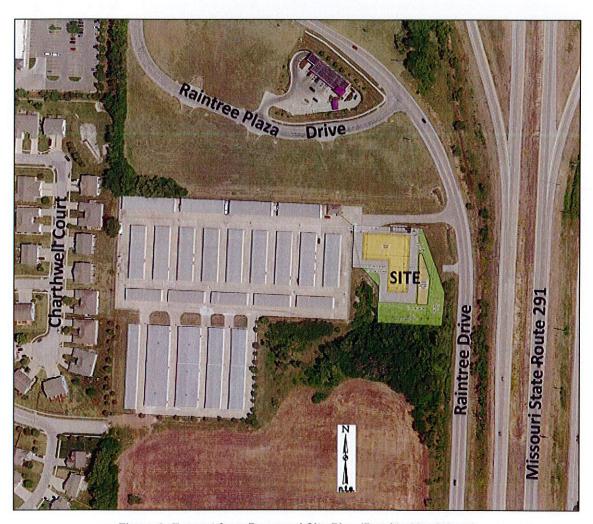


Figure 2: Excerpt from Proposed Site Plan (Provided by Others)



Forecasts were prepared to estimate the amount of traffic that the proposed self-storage facility would generate during the weekday AM and PM commuter peak periods. These forecasts were based upon information provided in the 10<sup>th</sup> Edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers (ITE). This manual, which is a standard resource for transportation engineers, is based on a compilation of nationwide studies documenting the characteristics of various land uses. Estimates for the proposed development were based upon Land Use: 151 – mini-warehouse. The data provided for Peak Hour of the Adjacent Street was used for the traditional weekday AM and PM peak hour forecasts. The trip generation estimates for the proposed expansion of the self-storage facility based on the approximate square footage and the number of units are summarized in **Table 1**.

Weekday AM Weekday PM **Peak Hour Peak Hour Land Use** Size **Daily Trips** In Out Total In Out **Total** Self-Storage 35,130 ft<sup>2</sup> 53 2 2 4 3 3 6 2 2 Self-Storage 194 Units 35 3 2 4

**Table 1: Trip Generation Estimate** 

As shown in the table, the estimates derived from the ITE Trip Generation Manual based on the square footage resulted in slightly more trips than the trip generation based on the number of units. However, whether generating 3 to 4 trips during the AM peak hour or 4 to 6 trips during the PM peak hour, the estimated trip generation for the proposed self-storage is inconsequential.

It is worth mentioning that most agencies, including MoDOT, typically do not require a Traffic Study unless a proposed development generates at least 100 trips during the peak hour. As such, given the very little traffic generated by the proposed self-storage a traffic impact study is not necessary. It is our belief that the additional traffic would not have a noticeable impact upon current traffic conditions on the adjacent roadways.

We trust that this trip generation assessment is useful in evaluating the proposed Storage Mart expansion in Lee's Summit, Missouri. Should there be any questions regarding this information, please contact me at 314-449-9572 or <a href="mailto:swhite@cbbtraffic.com">swhite@cbbtraffic.com</a>.

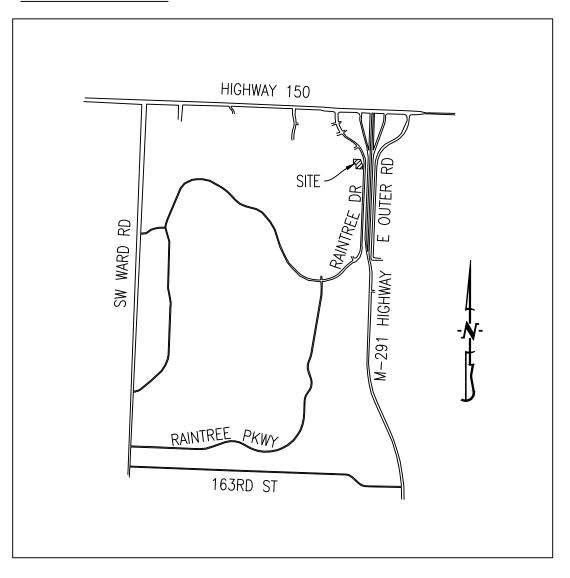
Sincerely,

Shawn Jerai White, P.E., PTOE Associate - Senior Traffic Engineer

have With

# PRELIMINARY DEVELOPMENT PLAN STORAGE MART 156

# LOCATION MAP



## PROJECT BENCHMARK:

- TBM #1 CHISELED MARKINGS ON EAST SIDE OF MANHOLE RIM LOCATED APPROX. 70' NORTHEAST OF THE NORTHEAST CORNER OF PROJECT SITE.
- TBM #2 SANITARY SEWER MANHOLE RIM LOCATED APRROX. 44' NORTHWEST OF THE SOUTHEAST CORNER OF
- TBM #3 WATER VALVE LOCATED AT THE NORTHEAST CORNER OF PROJECT SITE.

# FLOOD PLAIN STATEMENT:

A PART OF THIS TRACT IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN AS PER THE FEMA FIRM PANEL NUMBER 29095C0532G, DATE JANUARY 20, 2017. THIS SITE DRAINS TO TRIBUTARY G1 TO LAKE WINNEBAGO.

WATER:

CITY OF LEE'S SUMMIT

220 SE GREEN STREET

816-969-1800

LEE'S SUMMIT, MO 64063

SANITARY SEWER:

DEPARTMENT OF PUBLIC WORKS

CITY OF LEE'S SUMMIT

220 SE GREEN STREET

130 SE HAMBLEN ROAD

LEE'S SUMMIT, MO

816-347-4320

816-969-1800

**ELECTRIC:** 

KCP&L

LEE'S SUMMIT, MO 64063

DEPARTMENT OF PUBLIC WORKS

# LEGAL DESCRIPTION:

LOT 2A AND LOT 3A, SOUTH M-291 SAFETY MINI STORAGE LOTS 1A, 2A & 3A, RECORDED INSTRUMENT NO. 2006D0028581, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY,

# **UTILITY COMPANIES:**

### 1022 B NORTHEAST DRIVE JEFFERSON CITY, MO 65109 1-800-344-7483

LOCATES:

MISSOURI ONE CALL INC.

### TELEPHONE: AT&T

215 N. SPRING INDEPENDENCE, MO 816-325-5610

# NATURAL GAS:

MISSOURI GAS ENERGY 3025 SE CLOVER ROAD LEE'S SUMMIT, MO 816-537-4681

# **CABLE TELEVISION:**

TIME WARNER 6550 WINCHESTER AVENUE KANSAS CITY, MO 913-643-1901

**GENERAL NOTES:** 

THE CITY OF LEE'S SUMMIT UDO & DESIGN & CONSTRUCTION MANUAL SHALL GOVERN OVER THESE PLANS AND SPECIFICATIONS.

ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LEE'S SUMMIT DESIGN & CONSTRUCTION MANUAL. CONTRACTOR TO HAVE A COPY OF THE CITY'S LATEST EDITION OF SPECIFICATIONS AND STANDARDS FOR ALL STREET, STORM, AND SANITARY CONSTRUCTION ON SITE AT ALL TIMES DURING CONSTRUCTION.

CONTRACTOR WILL BE RESPONSIBLE FOR PLACEMENT AND MAINTENANCE OF TRAFFIC CONTROL DEVICES NECESSARY TO COMPLETE THEIR PORTION OF WORK. THE DEVICES AND METHODS EMPLOYED WILL COMPLY WITH THE CURRENT VERSION OF THE MANUAL ON UNIFIED TRAFFIC CONTROL DEVICES.

- THIS TRACT CONTAINS APPROXIMATELY 1.27 ACRES.
- THIS TRACT IS ZONED CP-2, PLANNED COMMUNITY COMMERCIAL.

EXISTING UTILITIES SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL COORDINATE LOCATES (HORIZONTAL AND VERTICAL) PRIOR TO

ALL EXCAVATION TO BE IN ACCORDANCE WITH SECTIONS 319.010-319.050, REVISED STATUTES OF THE STATE OF MISSOURI. SUCH COMPLIANCE SHALL NOT, HOWEVER, EXCUSE ANY PERSON MAKING ANY EXCAVATION FROM DOING SO IN A CAREFUL AND PRUDENT MANNER, NOR SHALL IT EXCUSE SUCH PERSON FROM LIABILITY FOR ANY DAMAGE OR INJURY TO UNDERGROUND UTILITIES RESULTING

A GEOTECHNICAL EVALUATION OF THE SUBSURFACE SOIL, GROUNDWATER CONDITIONS, AND A SLOPE STABILITY ANALYSIS HAS BEEN PERFORMED BY CROCKETT GEOTECHNICAL. REFER TO REPORT NUMBER: G18353. THE OWNER SHALL SATISFY THEMSELVES OF ALL GEOTECHNICAL CONDITIONS PRIOR TO ANY CONSTRUCTION.

- ALL LAND DISTURBANCE ACTIVITIES SHALL BE IN ACCORDANCE WITH CITY OF LEE'S SUMMIT CODE OF ORDINANCES.
- ANY FILL PLACEMENT WITHIN STREET RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY OF LEE'S SUMMIT AND MODOT.

REFER TO STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR NARRATIVE REPORT AND BMP DESCRIPTIONS AND DETAILS.

- ALL SLOPES ARE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
- IT IS THE INTENT OF THESE PLANS TO COMPLY WITH THE REQUIREMENTS OF THE MoDNR CLEAN WATER COMMISSION.
- ALL DISTURBED AREAS WITHIN THE "LIMITS OF DISTURBANCE" SHALL BE FINE GRADED, SEEDED, AND MULCHED.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES AND REMOVING THEM ONCE THE SITE IS STABILIZED.
- ALL SERVICE LATERALS SHALL BE INSTALLED AS PER CITY OF LEE'S SUMMIT REQUIREMENTS AT 2.0% (MIN.) GRADE.
- ALL EXCAVATION WITHIN THE STREET RIGHT-OF-WAY SHALL BE BACKFILLED PER CURRENT CITY OF LEE'S SUMMIT AND MODOT SPECIFICATIONS.

ALL SEWERLINES SHALL BE CONSTRUCTED AT LEAST 10 FEET HORIZONTALLY. EDGE TO EDGE, FROM ANY WATERLINE AND AT LEAST 24 INCHES VERTICALLY BETWEEN THE OUTSIDE LIMITS OF THE SANITARY SEWER AND WATERLINE. FOR CONDITIONS OTHER THAN THOSE IDENTIFIED ABOVE, CONTACT THE ENGINEER FOR SPECIFIC INSTRUCTIONS.

ALL STORM SEWER PIPE SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DETAIL FOR PIPE BEDDING

IN ORDER TO TERMINATE A STATE OPERATING PERMIT THE MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR) REQUIRES THAT THE PERMITTEE SUBMIT A COMPLETED FORM H (INCLUDED WITH THE APPROVAL PERMIT) TO THE MDNR. A PERMIT IS ELIGIBLE FOR TERMINATION WHEN EITHER PERENNIAL VEGETATION, PAVEMENT, BUILDINGS, OR STRUCTURES USING PERMANENT MATERIALS COVER ALL AREAS THAT HAVE BEEN DISTURBED. VEGETATIVE COVER SHALL BE AT LEAST 70% OF FULLY ESTABLISHED PLANT DENSITY OVER 100% OF THE DISTURBED AREA. A COPY OF FORM H SHOULD BE SUBMITTED TO THE CITY AT WHICH TIME THE CITY WILL REMOVE THE

LAND DISTURBANCE SITES SHOULD BE INSPECTED ON A REGULAR SCHEDULE AND WITHIN A REASONABLE TIME PERIOD (NOT TO EXCEED 48 HOURS) FOLLOWING HEAVY RAINS. REGULARLY SCHEDULED INSPECTIONS SHALL BE AT A MINIMUM OF ONCE PER WEEK. ANY DEFICIENCIES SHALL BE NOTED IN A WEEKLY REPORT OF THE INSPECTION AND CORRECTED WITHIN SEVEN CALENDAR DAYS OF THE REPORT. CONTRACTORS ARE REQUIRED TO SUBMIT TO CITY INSPECTION STAFF COPIES OF THEIR INSPECTION REPORTS REQUIRED BY THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) ON A MONTHLY BASIS.

NO OIL AND GAS WELLS EXIST ON THIS TRACT ACCORDING TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES OIL AND GAS PERMIT DATABASE. ALSO, NO PHYSICAL EVIDENCE EXIST THAT AN OIL AND/OR GAS WELL IS PRESENT ON THIS TRACT.

TOTAL DISTURBED AREA ON SITE = 1.27 AC.

MISSOURI DNR LAND DISTURBANCE PERMIT NUMBER TBD.

			_	_	_	_			_	_							_	_	_
	REVISI	ON KEY	E	<del></del>	5	က	4	5	9	2	<b>ω</b>	တ	<b>£</b>	=	12	ದ	70	Ø	_ ع
REV#	DATE	COMMENTS	COVER	B 1	뜅	뜅	뜅	뜅	GE 6	뜅	뜅	CE 9	CE 10	CE 11	CE 12	CE 13	LS.	EL001	<u>П</u>
	5/17/2019	ORIGINAL SUBMITTAL	Х	Х	Х	Х	Χ	Х	Х	Х	Х	Х	Х	Χ	Х	Х	Х	Х	Х

# SHEET INDEX:

- CE 1 DEMOLITION PLAN
- CE 2 EROSION CONTROL PLAN
- CE 3 GRADING PLAN
- CE 4 UTILITY PLAN
- CE 5 STORM SEWER PROFILE LINES 1, 2, 3 & 4 & STORM SEWER DETAILS
- CE 6 SITE PLAN
- CE 7 SITE CONSTRUCTION DETAILS
- CE 8 ACCESSIBLE PARKING, SANITARY SEWER & SECURITY FENCE DETAILS
- CE 9 STORM SEWER DETAILS
- CE 10 SECURITY FENCE DETAILS
- CE 11 SECURITY GATE DETAILS

# **LEGEND OF SYMBOLS:**

= = = = Existing curb

	EXISTING CURB	FF=XXX.X	MINIMUM FINISH FLOOR OF STRUCTURE
	PROPOSED CURB	(XXX.XX TC)	PROPOSED TOP OF CURB ELEVATION
	RIP RAP	(XXX.XX TP)	PROPOSED TOP OF PAVEMENT ELEVATION
	EXISTING STRUCTURE	(XXX.XX FG)	PROPOSED FINISH GRADE ELEVATION
	EXISTING TREELINE	(XXX.XX TW)	PROPOSED TOP OF WALL
~~~	PROPOSED TREELINE	XX	LOT NUMBER
000	EDGE OF WATERWAY		
—— W ——	EXISTING WATERLINE	$\langle X \rangle$	STORM SEWER STRUCTURE LABEL
——— W ———	PROPOSED WATERLINE	V	CANITADY CONTO CODUCTUDE LADEL
—— G ——	EXISTING GAS LINE	X	SANITARY SEWER STRUCTURE LABEL
G	PROPOSED GAS LINE	H.P.	HIGH POINT
- $ -$ UT $ -$	EXISTING UNDERGROUND TELEPHONE	L.P.	LOW POINT
— — — UTV — — —	EXISTING UNDERGROUND CABLE TELEVISION	<del></del>	EXISTING SIGNS
— — – HVE— — —	EXISTING HIGH VOLTAGE ELECTRIC	Ø	EXISTING POWER POLE
—— OE ——	EXISTING OVERHEAD ELECTRIC	ÇV ⊠	EXISTING GAS VALVE
— — — UE — — —	EXISTING UNDERGROUND ELECTRIC	$\bowtie$	EXISTING WATER VALVE
—— OETV ——	EXISTING OVERHEAD ELEC. & TV	©	EXISTING WATER VALVE  EXISTING GAS METER
— — OETVT — —	EXISTING OVERHEAD ELEC., TV & TELE.	W	EXISTING WATER METER
s	EXISTING SANITARY SEWER	\( \times \)	EXISTING FIRE HYDRANT
s	PROPOSED SANITARY SEWER		
XXX	EXISTING MINOR CONTOUR	©	MANHOLE  EVICTING CANITADY CEMED LATERAL
XXX	EXISTING MAJOR CONTOUR		EXISTING SANITARY SEWER LATERAL
XXX	PROPOSED MINOR CONTOUR		PROPOSED SANITARY SEWER LATERAL
XXX	PROPOSED MAJOR CONTOUR	<b>®</b>	PROPOSED TRACER WIRE TEST STATION BOX
	100 YEAR FLOOD PLAIN	AC	EXISTING AIR CONDITIONER
	FLOODWAY		EXISTING TELEPHONE PEDESTAL
· · ·	ORDINARY HIGH WATER MARK	ET	EXISTING ELECTRICAL TRANSFORMER
	STREAM SIDE BUFFER	E	EXISTING ELECTRIC METER
	OUTER STREAM BUFFER	¤	EXISTING LIGHT POLE

FF=XXXXX

SHEET INDEX CONT.:

CE 12 - EROSION CONTROL DETAILS

CE 13 - EROSION CONTROL DETAILS (CONT.)

LS1 - LANDSCAPING PLAN EL001 - SITE LIGHTING COVER SHEET

EL101 - SITE LIGHTING PLAN

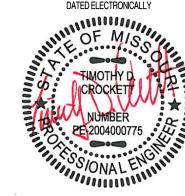
MINIMUM FINISH FLOOR OF STRUCTURE

EXISTING GUY WIRE

**OWNER:** NEW TKG-KC, LLC 215 N STADIUM BLVD., SUITE #207 COLUMBIA, MO 65203 (573) 449-0091

# PREPARED BY:

THIS SHEET HAS BEEN SIGNED, SEALED AND



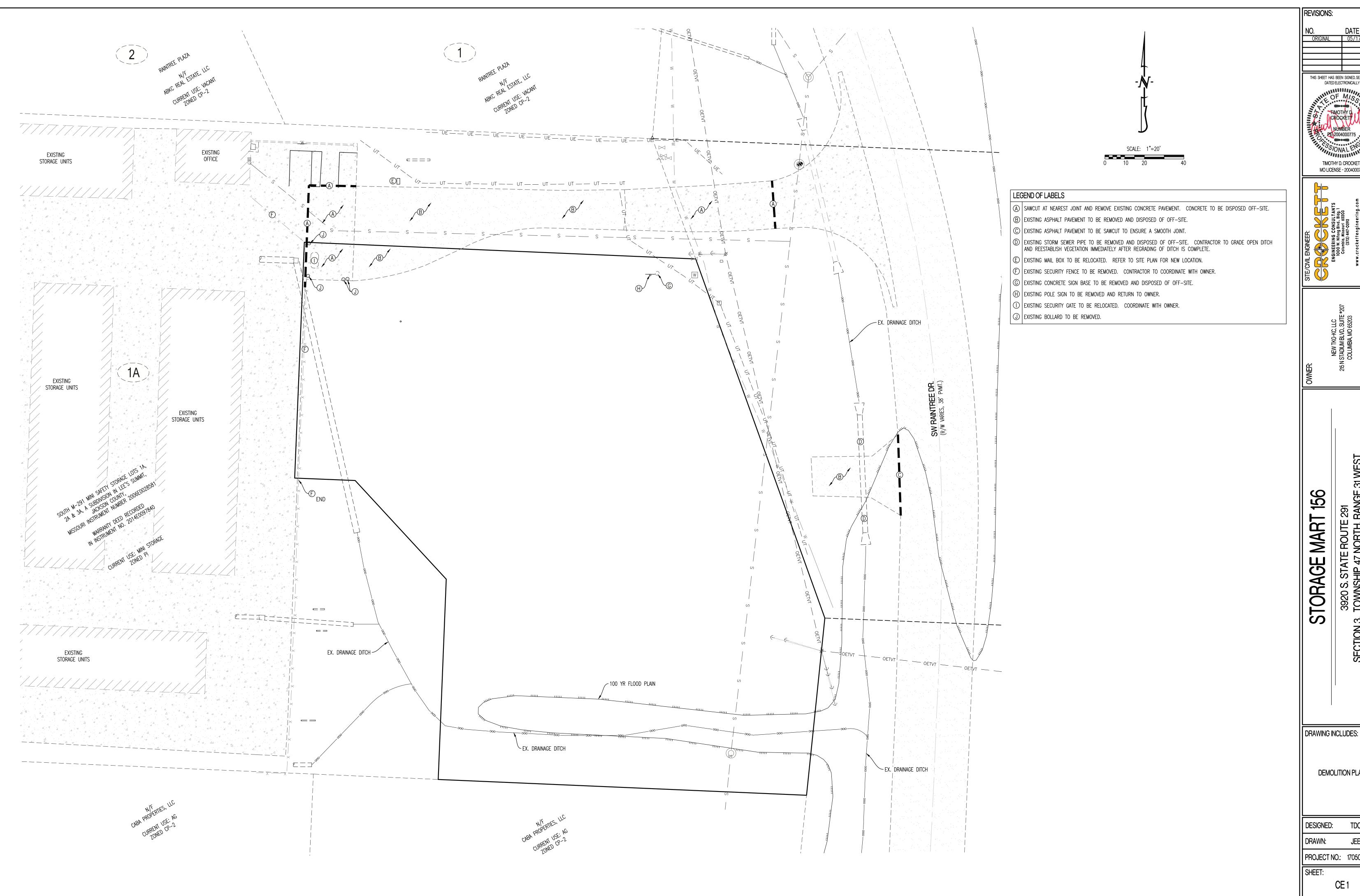
MO LICENSE - 2004000775

SITE/CIVIL ENGINEER:

ENGINEERING CONSULTANTS 1000 W. Nifong Blvd., Bldg. 1 Columbia, Missouri 65203 (573) 447-0292

www.crockettengineering.com

Crockett Engineering Consultants, LLC Missouri Certificate of Authority #2000151301

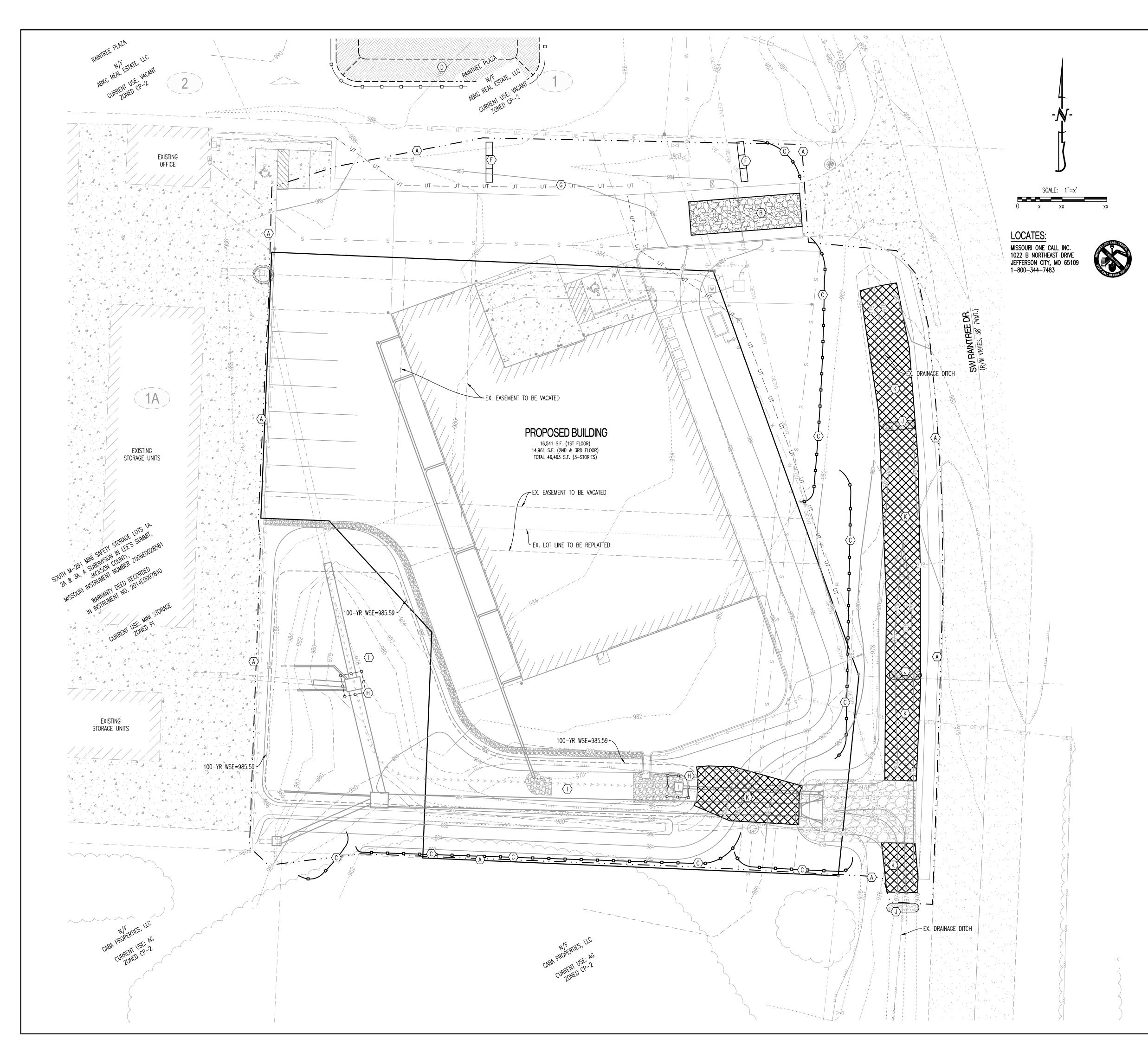


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**DEMOLITION PLAN** 

JEE

PROJECT NO.: 170504



## LEGEND OF LABELS:

- (A) LIMITS OF DISTURBANCE.
- (B) INSTALL 3" CRUSHED STONE FOR CONSTRUCTION EXIT (6" THICK x 12'W x 50'L). ALL CONSTRUCTION TRAFFIC SHALL LEAVE THE SITE VIA THIS EXIT. NO TRACKING OF MUD ONTO PUBLIC STREETS IS ALLOWED.
- (C) INSTALL SILT FENCE AS SHOWN. PORTIONS OF SILT FENCE WILL BE INSTALLED PER INITIAL EROSION CONTROL PLAN. IN LIEU OF SILT FENCE CONTRACTOR MAY INSTALL WATTLES AND BIODEGRADABLE LOGS.
- TOP SOIL STORAGE. CONTRACTOR TO ACQUIRE WRITTEN PERMISSION FROM ADJACENT PROPERTY OWNER FOR STORAGE OF TOP SOIL OR FIND ALTERNATE OFFSITE LOCATION.
- (E) INSTALL INLET PROTECTION. SILT FENCE WRAPPED AROUND THROAT OF INLET. REPLACE SILT FENCE WITH GUTTERBUDDY ® (OR APPROVED EQUAL) AT THROAT OF INLET AFTER PAVING IS COMPLETED.
- F STAKED STRAW BALE DITCH CHECK.
- 20' X 30' X 3' MIN CONCRETE WASHOUT FACILITY.

  THE WASHOUT FACILITY IS TO BE LINED WITH A PLASTIC LINING MATERIAL (10 MIL POLYETHYLENE SHEETING MIN.)

  FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COULD COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

  WASHOUT FACILITIES MUST BE CLEANED, OR NEW FACILITIES MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASHOUT IS 75% FULL. A SIGN SHALL BE INSTALLED ADJACENT TO FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.
- (H) INLET PROTECTION. SILT FENCE WRAPPED AROUND THROAT OF INLET.
- PROPOSED DETENTION FACILITY AREA TO BE USED AS A TEMPORARY SEDIMENT TRAP UNTIL AREAS DRAINING TO HAS VEGETATION ESTABLISHED.
- J ROCK DITCH CHECK.
- K) INSTALL NORTH AMERICAN GREEN CMAX S350 EROSION CONTROL MAT. CONTRACTOR TO INSTALL PER MANUFACTURES SPECIFICATIONS.

### SEQUENCE OF CONSTRUCTION:

- 1. OBTAIN MODOT, STATE AND CITY OF LEE'S SUMMIT COUNTY LAND DISTURBANCE PERMITS PRIOR TO ANY LAND DISTURBANCE ACTIVITIES..
- 2. INSTALL BMP'S NEEDED FOR LAND DISTURBANCE SUCH AS SILT FENCE, ROCK DITCH CHECK AND STAKED STRAW BALES AS SHOWN ON THE PLAN.
- 3. BEGIN SITE DEMOLITION AND GRADING OPERATIONS. EXISTING PAVEMENT MAY BE USED AS CONSTRUCTION ENTRANCE UNTIL DEMOLITION OF PAVEMENT IN AREA OF THE ENTRANCE HAS STARTED. ONCE DEMOLITION OF PAVEMENT IS COMPLETED A TEMPORARY CONSTRUCTION ENTRANCE SHALL BE INSTALLED.
- 4. CONSTRUCT DETENTION FACILITY. DETENTION FACILITY TO BE UTILIZED AS TEMPORARY SEDIMENT TRAP. PAVED AREAS TO BE BROUGHT UP TO SUBGRADE. ALL NON-PAVED AREAS TO BE BROUGHT UP TO FINAL GRADE AND SEEDED AND MULCHED AS SOON AS POSSIBLE.
- 5. INSTALL INLET PROTECTION IMMEDIATELY AFTER PLACEMENT OF INLETS.
- 6. INSTALL FINAL LANDSCAPING.
- 7. AFTER ALL SURFACE AREAS AS STABILIZED, SILT FENCE AND INLET BARRIERS MAY BE REMOVED.

# GENERAL NOTES:

EROSION AND SEDIMENT CONTROL SHALL CONFORM TO SECTION 5100 EROSION AND SEDIMENT CONTROL OF THE KANSAS CITY METROPOLITAN CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA), CURRENT EDITION.

# DRY DETENTION BASIN MAINTENANCE SCHEDULE:

ACTIVITY	FREQUENCY
ESTABLISHMENT	
WATERING PLANTS (SEEDED AREAS UP TO 8 WEEKS, PLUGS IN DROUGHT)	1" PER WEEK AS NEEDED
WEED CONTROL (FLAIL MOW, STRING-TRIM, SELECTIVE/PREEMERG HERBICIDES)	MONTHLY
REMOVE LITTER AND DEBRIS (TRASH, LEAVES, SAND, MOWER DISCHARGE)	MONTHLY
MONITOR & REPAIR EROSION (STABILIZE SOIL, REPLACE PLANTS, SECURE EDGING)	MONTHLY
CHECK FOR STANDING WATER (LONGER THAN DESIGN, ANY PUDDLES, SATURATE SOIL)	MONTHLY
ADD MULCH (MOISTURE & WEED CONTROL WITH PLUGS/CONTAINERS, 3" OR LESS)	ANNUALLY
INSPECT DRAINAGE AREA (PARKING LOT SWEEPING, TRASH PICKUP, ETC.)	ANNUALLY
REPLACE DEAD PLANTS (USE DESIGN SPECIES/SIZE; OVERSEED, INSTALL DEEP CELL PLUGS)	ANNUALLY, AS NEEDED
MAINTENANCE	
VEGETATION CLEANUP (SPOT TREAT, PRESCRIBED BURN, PRUNE)	ANNUALLY, SPRING OR FALL
EVALUATE PLAN COMPOSITION (WOODY INVASION, GRASS/FLOWER RATION, "RIGHT PLANT RIGHT PLACE")	ANNUALLY
SEDIMENT REMOVAL, EROSION CONTROL (REMOVE SEDIMENT WHEN 25% OF STORAGE HAS BEEN LOST)	ANNUALLY
ADDRESS ANIMAL DAMAGE (BEAVER DAMS, MUSKRAT BURROWS, DEER RUBS)	ANNUALLY
VERIFY STRUCTURAL COMPONET FUNCTION (ORIFICES AND OUTLET PROTECTION)	ANNUALLY
EXTENDED DRY DETENTION BASIN	
STRING TRIM VEGETATION TO MINIMIZE DISTURBANCE	ANNUALLY
INSPECTION FOR EROSION IN FLOW LINES AND SLOPES	ANNUALLY

NO. DATE
ORIGINAL 05/17/2019

|| REVISIONS:

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

OF M/S

TIMOTHY D

CROCKETT

NUMBER

PE 2004000775

TIMOTHY D. CROCKETT

MO LICENSE - 2004000775

ENGINEERING CONSULTANTS
1000 W. Nifong Bivd., Bidg. 1
Columbia, Missouri 65203
(573) 447-0292

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Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#2000151301

NEW TKG-KC, LLC 215 N STADIUM BLVD., STE #207 COLUMBIA, MO 65203

STATE ROUTE 291 IIP 47 NORTH, RANGE 31 W

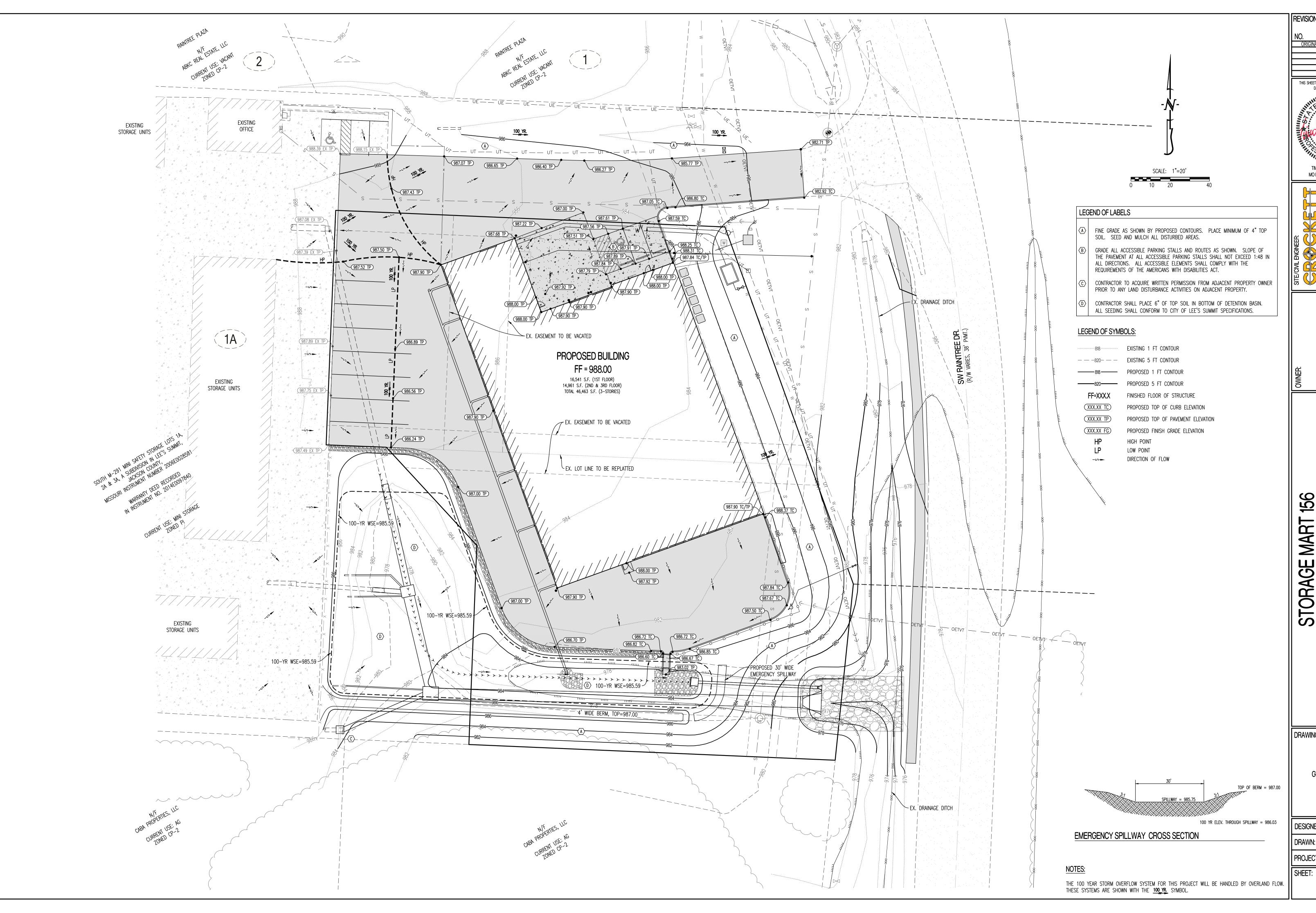
STORAGE

SECTION 3, TOW

DRAWING INCLUDES:

EROSION CONTROL PLAN

DESIGNED: TDC
DRAWN: JEE
PROJECT NO.: 170504
SHEET:



REVISIONS:

NO. DATE
ORIGINAL 05/17/2019

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TIMOTHY D. CROCKETT

TIMOTHY D. CROCKETT

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VEST

20 S. STATE ROUTE 291 WNSHIP 47 NORTH, RANGE 31 W

DRAWING INCLUDES:

GRADING PLAN

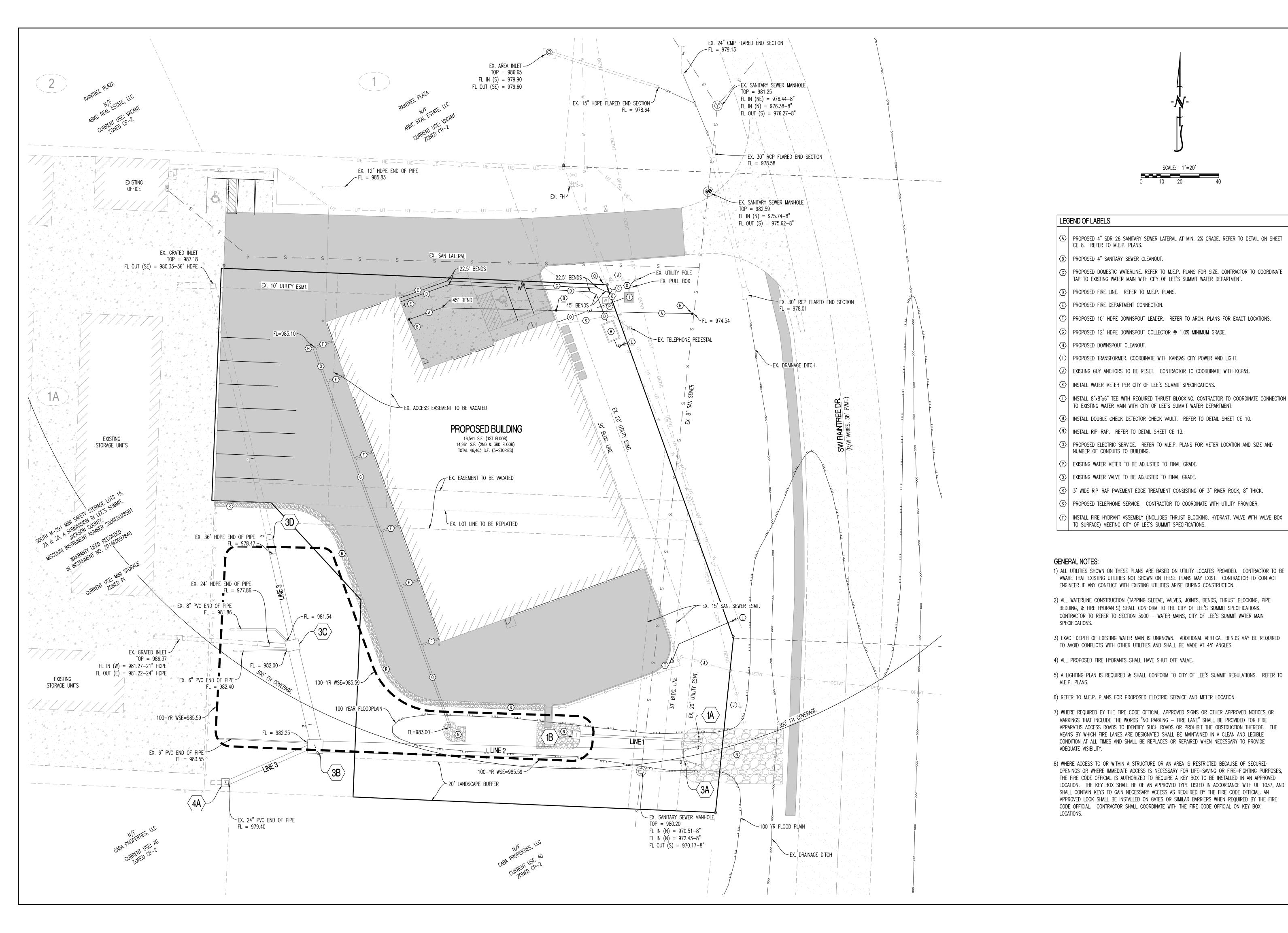
NED: TDC

DESIGNED: TDC

DRAWN: JEE

PROJECT NO.: 170504

EET:



REVISIONS:

NO. DATE
ORIGINAL 05/17/2019

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NEW TKG-KC, LLC 215 N STADIUM BLVD., SUITE #207 COLUMBIA, MO 65203

STORAGE MART 156
3920 S. STATE ROUTE 291
3, TOWNSHIP 47 NORTH, RANGE 31 WES

DRAWING INCLUDES:

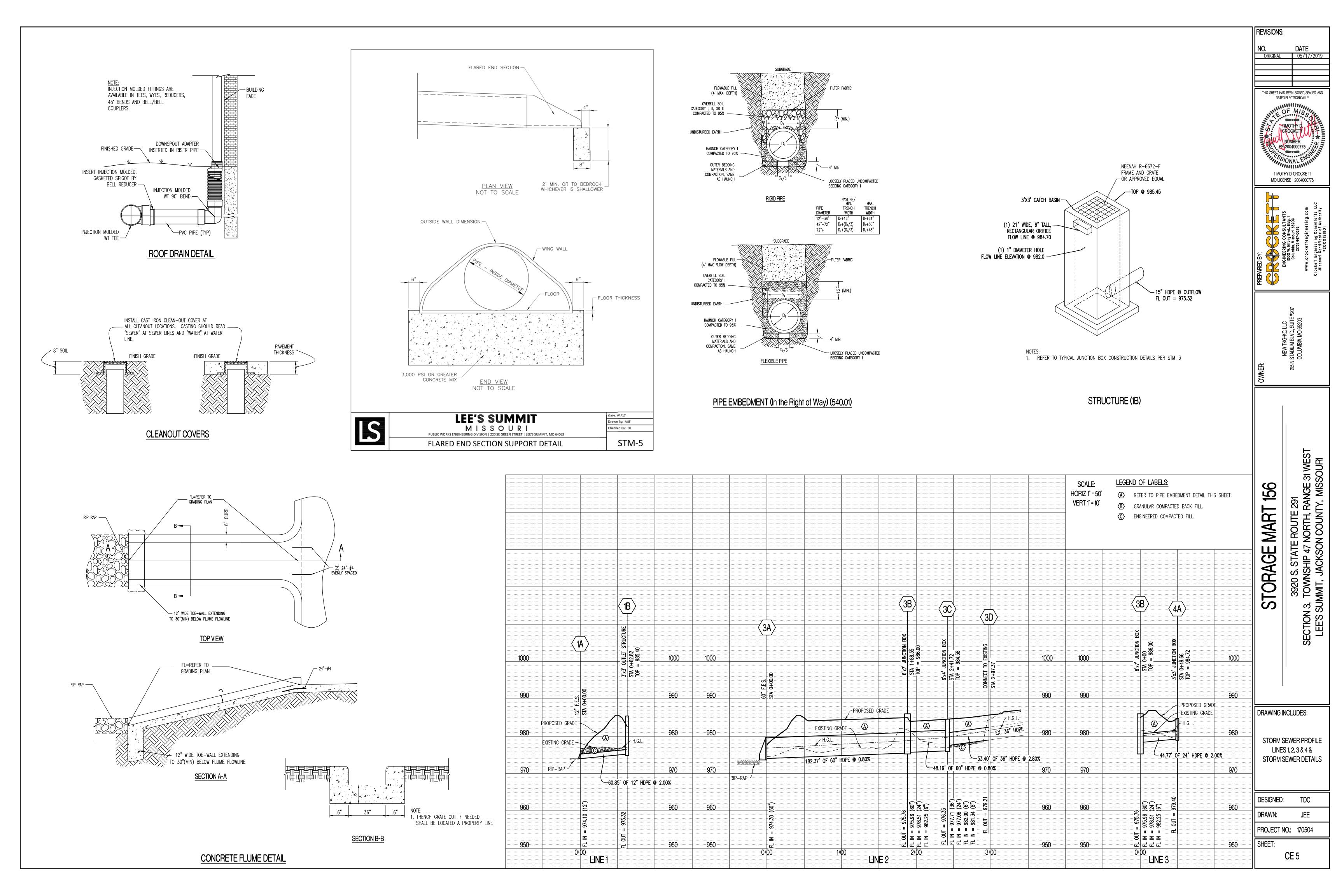
UTILITY PLAN

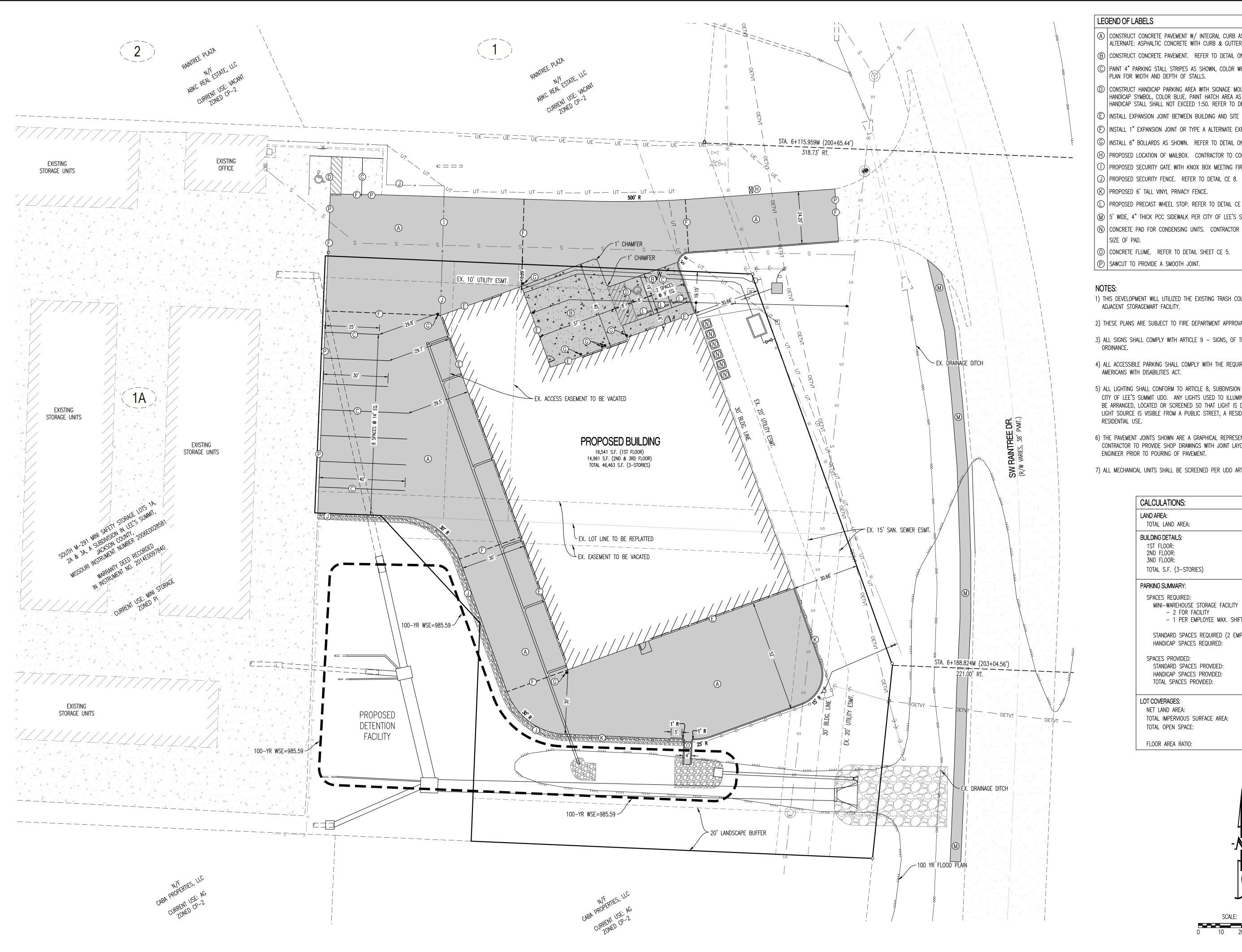
DESIGNED: TDC

DRAWN: JEE

PROJECT NO.: 170504

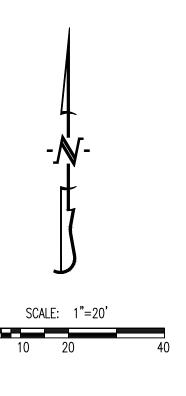
SHEET:





- (A) CONSTRUCT CONCRETE PAVEMENT W/ INTEGRAL CURB AS SHOWN. REFER TO PAVEMENT CROSS SECTION ON CE 7. ALTERNATE: ASPHALTIC CONCRETE WITH CURB & GUTTER. REFER TO PAVEMENT CROSS SECTION ON CE 7.
- (B) CONSTRUCT CONCRETE PAVEMENT. REFER TO DETAIL ON CE 7.
- © PAINT 4" PARKING STALL STRIPES AS SHOWN, COLOR WHITE. TYPICAL ALL STALLS EXCEPT HANDICAP STALLS. REFER TO
- CONSTRUCT HANDICAP PARKING AREA WITH SIGNAGE MOUNTED TO BUILDING AND ADA RAMPS. PAINT 4" STRIPE AND HANDICAP SYMBOL, COLOR BLUE. PAINT HATCH AREA AS SHOWN, COLOR BLUE. SLOPE OF THE PAVEMENT AT ALL HANDICAP STALL SHALL NOT EXCEED 1:50. REFER TO DETAILS ON CE 8.
- |lacktriangleright Install expansion joint between building and site paving. Refer to structural plans.
- (F) INSTALL 1" EXPANSION JOINT OR TYPE A ALTERNATE EXPANSION JOINT IN PAVING. REFER TO DETAIL ON CE 7.
- INSTALL 6" BOLLARDS AS SHOWN. REFER TO DETAIL ON CE 7.
- oxdot Proposed location of mailbox. Contractor to coordinate location with us postal service.
- PROPOSED SECURITY GATE WITH KNOX BOX MEETING FIRE DEPARTMENT REQUIREMENTS.
- ROPOSED 6' TALL VINYL PRIVACY FENCE.
- PROPOSED PRECAST WHEEL STOP. REFER TO DETAIL CE 7.
- $|\widehat{M}|$  5' WIDE, 4" THICK PCC SIDEWALK PER CITY OF LEE'S SUMMIT SPECIFICATIONS. MAXIMUM CROSS SLOPE AT 1:50.
- N CONCRETE PAD FOR CONDENSING UNITS. CONTRACTOR TO COORDINATE WITH MEP PLANS FOR EXACT NUMBER AND
- O CONCRETE FLUME. REFER TO DETAIL SHEET CE 5.
- (P) SAWCUT TO PROVIDE A SMOOTH JOINT.
- 1) THIS DEVELOPMENT WILL UTILIZED THE EXISTING TRASH COLLECTION SERVICE FROM THE ADJACENT STORAGEMART FACILITY.
- 2) THESE PLANS ARE SUBJECT TO FIRE DEPARTMENT APPROVAL PRIOR TO FINAL PERMITTING.
- 3) ALL SIGNS SHALL COMPLY WITH ARTICLE 9 SIGNS, OF THE UNIFIED DEVELOPMENT
- 4) ALL ACCESSIBLE PARKING SHALL COMPLY WITH THE REQUIREMENTS OF THE FEDERAL
- 5) ALL LIGHTING SHALL CONFORM TO ARTICLE 8, SUBDIVISION 5 LIGHTING STANDARDS OF CITY OF LEE'S SUMMIT UDO. ANY LIGHTS USED TO ILLUMINATE THE PARKING AREA SHALL BE ARRANGED, LOCATED OR SCREENED SO THAT LIGHT IS DIRECTED AWAY FROM AND NO LIGHT SOURCE IS VISIBLE FROM A PUBLIC STREET, A RESIDENTIALLY—ZONED AREA, OR A
- 6) THE PAVEMENT JOINTS SHOWN ARE A GRAPHICAL REPRESENTATION OF A POSSIBLE JOINT CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH JOINT LAYOUT FOR APPROVAL BY ENGINEER PRIOR TO POURING OF PAVEMENT.
- 7) ALL MECHANICAL UNITS SHALL BE SCREENED PER UDO ARTICLE 8.

CALCULATIONS:		
LAND AREA:		
TOTAL LAND AREA:		1.27
BUILDING DETAILS:		
1ST FLOOR:		16,541 SQ
2ND FLOOR:		14,961 SC
3ND FLOOR:		14,961 SC
TOTAL S.F. (3-STORIES)		46,463 SC
PARKING SUMMARY:		
SPACES REQUIRED:		
MINI-WAREHOUSE STORAGE FACILITY		
- 2 FOR FACILITY	_	
- 1 PER EMPLOYEE MAX. SHIFT		
STANDARD SPACES REQUIRED (2 EMP	LOYEES, MAX SHIFT):	4 SPA
HANDICAP SPACES REQUIRED:	,	1 SP
SPACES PROVIDED:		
STANDARD SPACES PROVIDED:		4 SPA
HANDICAP SPACES PROVIDED:		2 SP
TOTAL SPACES PROVIDED:		6 SPA
LOT COVERAGES:	ACTUAL	
NET LAND AREA:	55,449 SQ.FT.	1
TOTAL IMPERVIOUS SURFACE AREA:	36,782 SQ.FT.	
TOTAL OPEN SPACE:	18,667 SQ.FT.	,
FLOOR AREA RATIO:		;
FLOOD ADEA DATIO		



REVISIONS:

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

TIMOTHY D. CROCKETT MO LICENSE - 2004000775

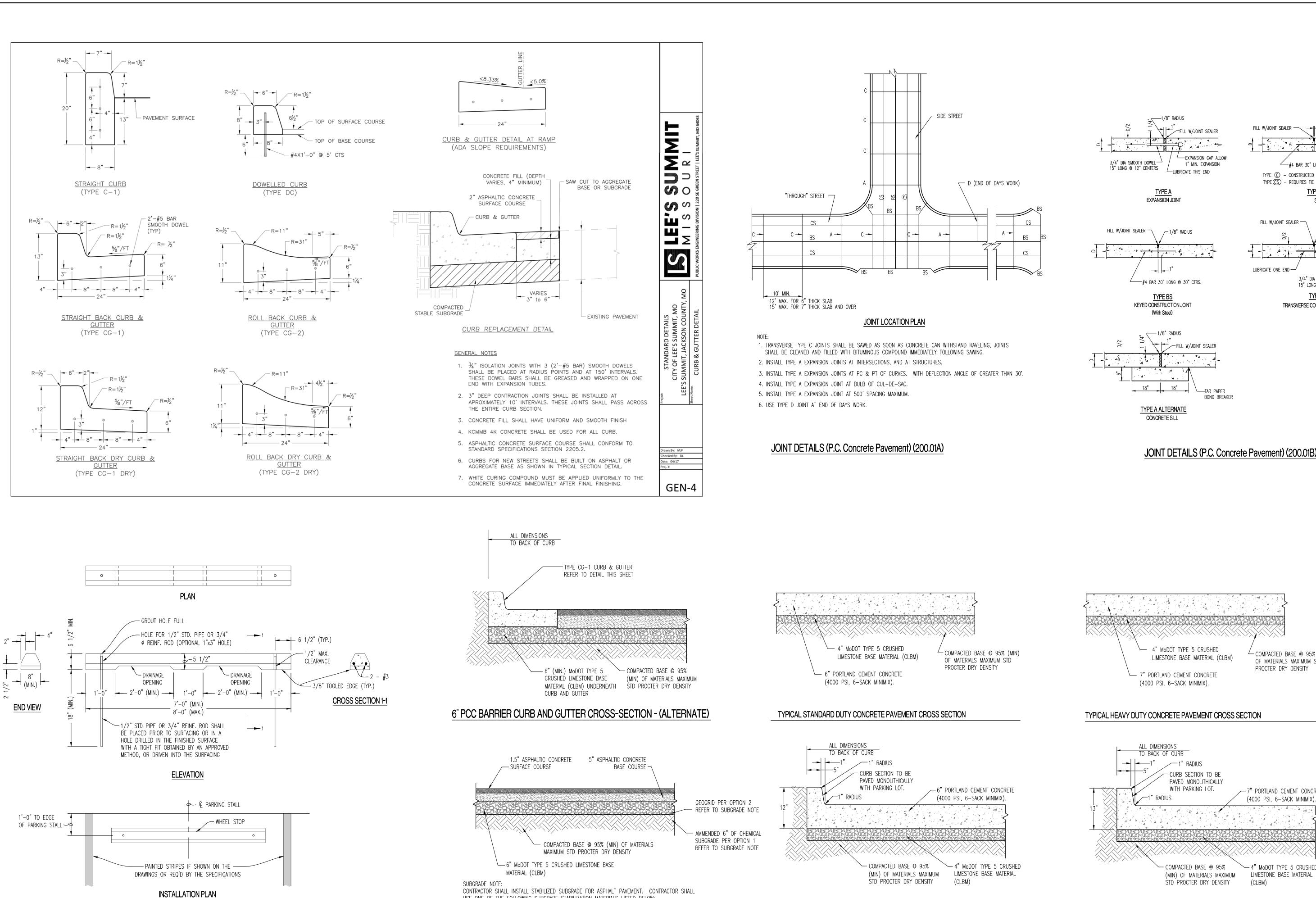
STORAGE MART 156

DRAWING INCLUDES:

SITE PLAN

DESIGNED: DRAWN:

PROJECT NO.: 170504



USE ONE OF THE FOLLOWING SUBGRADE STABILIZATION MATERIALS LISTED BELOW:

ACCORDANCE WITH THE MANUFACTURES'S INSTRUCTIONS.

PRECAST CONCRETE WHEEL STOP DETAILS

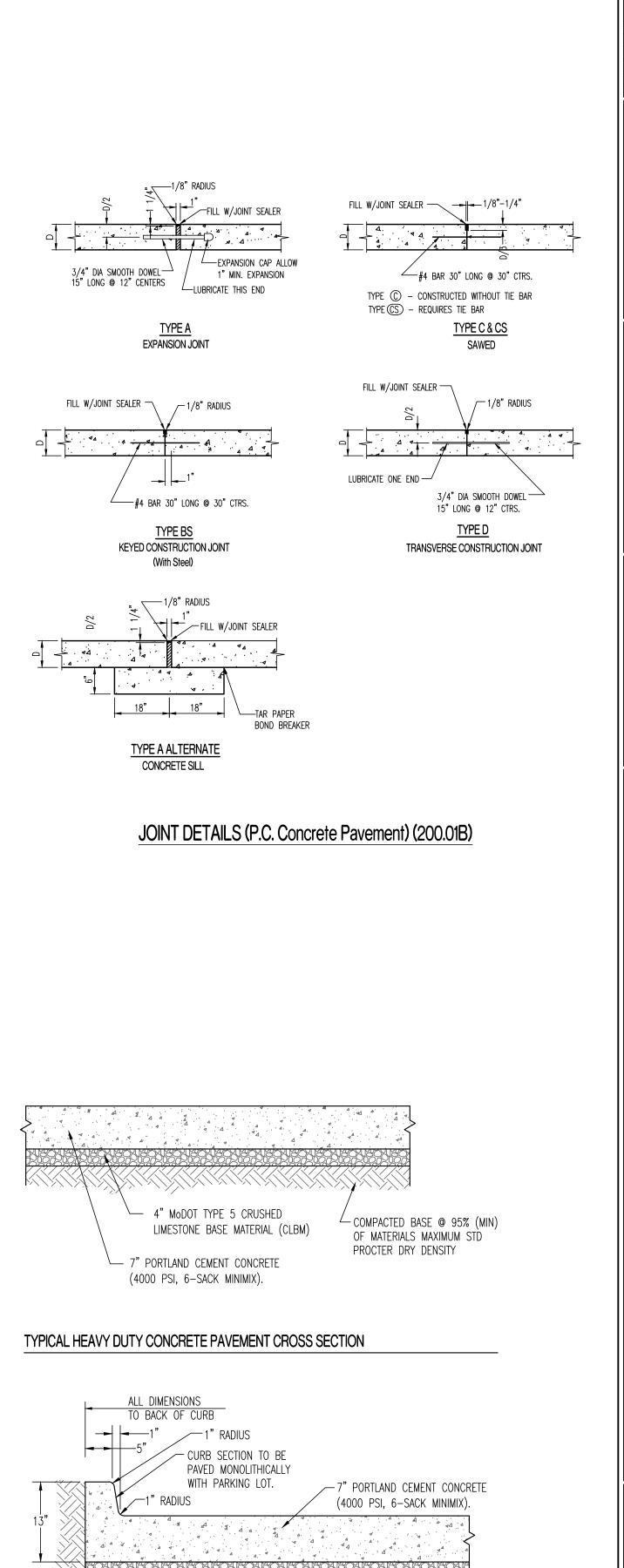
1. 6" OF CHEMICAL SUBGRADE WITH EITHER FLY ASH, PORTLAND CEMENT, HYDRATED LIME OR

2. BIAXIAL GEOGRID, TRIANGULAR GEOGRID, OR WOVEN GEOTEXTILES AS LISTED IN THE CURRENT LEE'S SUMMIT PUBLIC WORKS APPROVED PRODUCTS LIST. GEOGRID SHALL BE INSTALLED IN

TYPICAL ASPHALTIC PAVEMENT CROSS-SECTION (ALTERNATE)

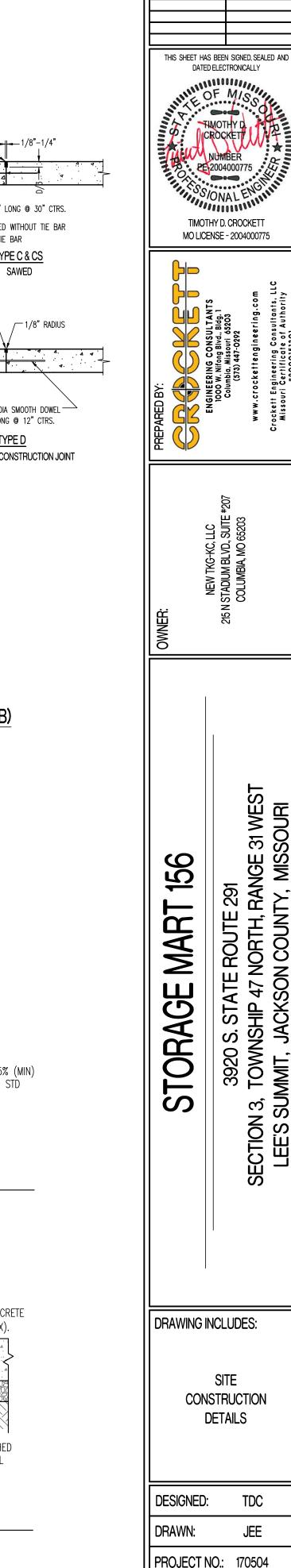
6" BARRIER CURB CROSS-SECTION (DRIVEWAY APPROACH)

STANDARD DUTY CONCRETE PAVEMENT



6" BARRIER CURB CROSS-SECTION FOR HEAVY DUTY PAVEMENT

HEAVY DUTY CONCRETE PAVEMENT



3920 S. STATE ROUTE 291 ECTION 3, TOWNSHIP 47 NORTH, RANGE 31 V LEE'S SUMMIT, JACKSON COUNTY, MISSOL

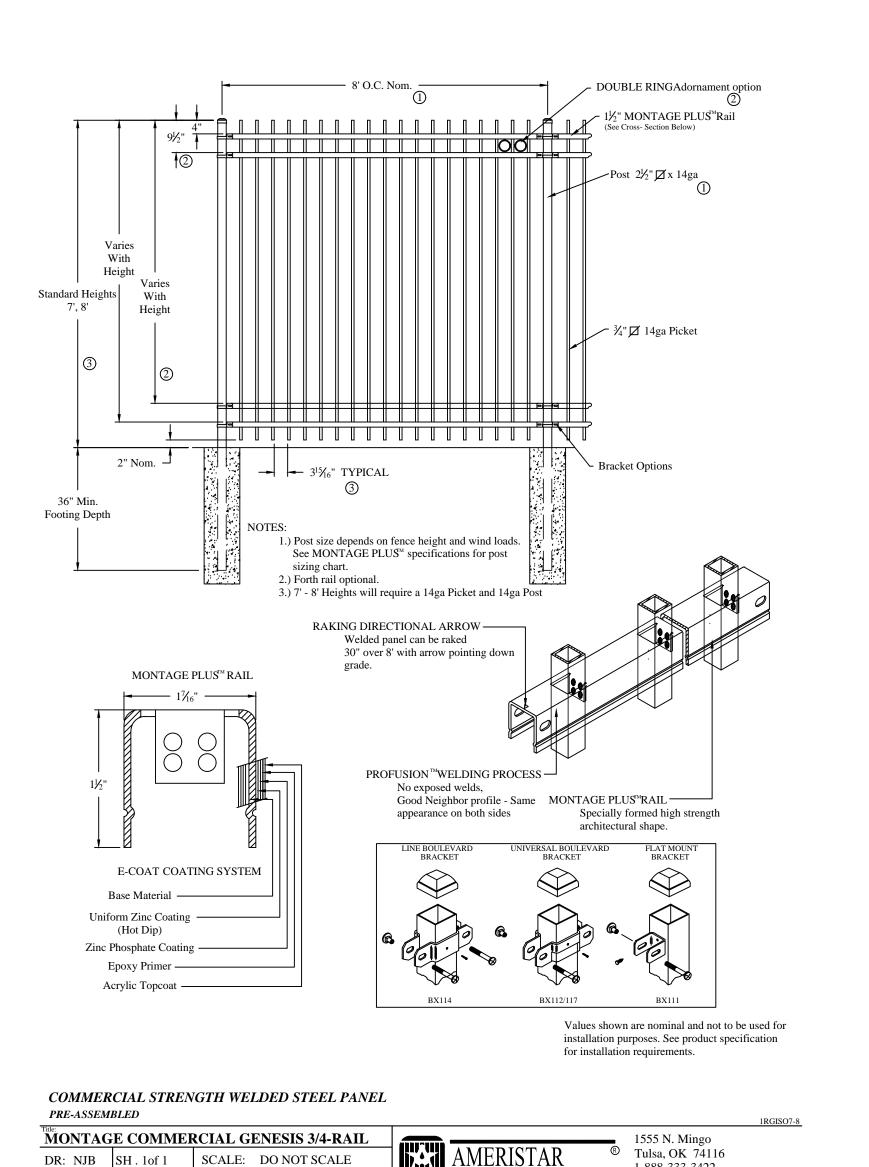
SITE

TDC

JEE

SHEET:

REVISIONS:

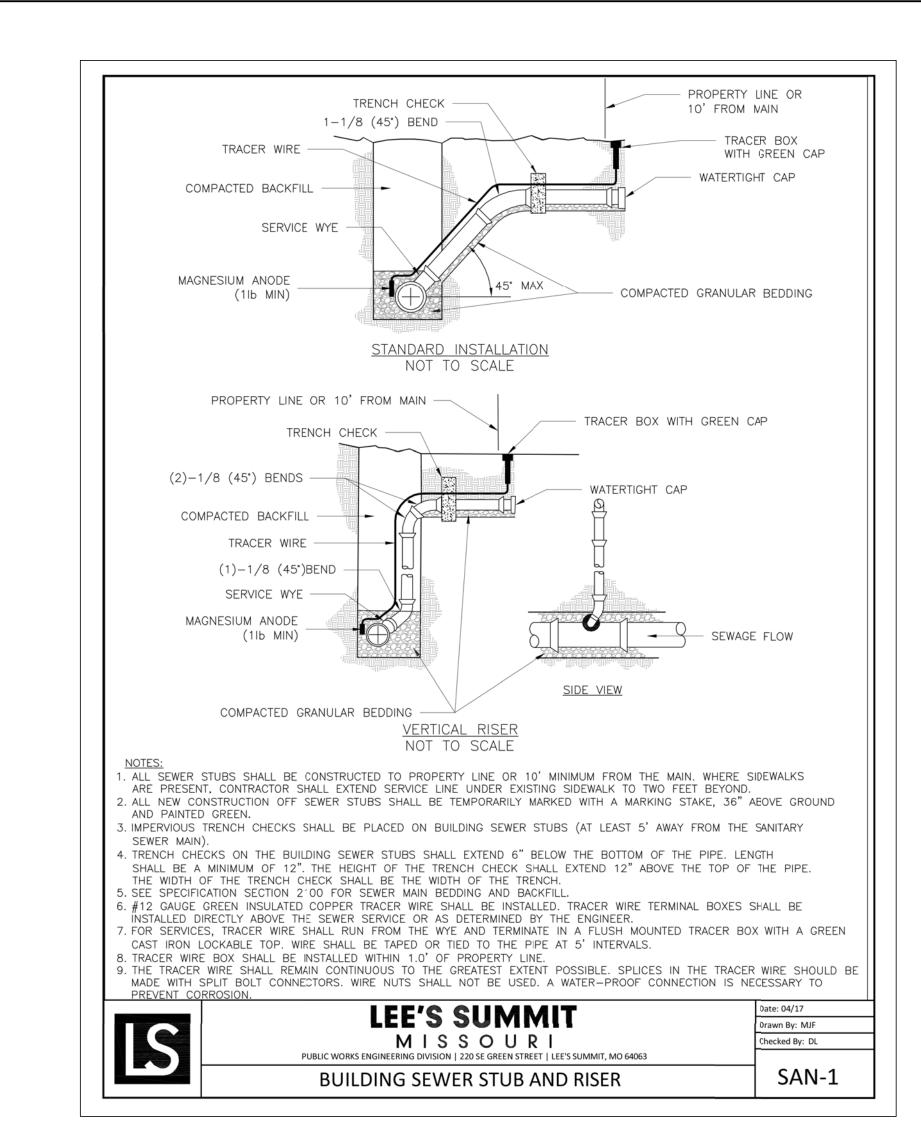


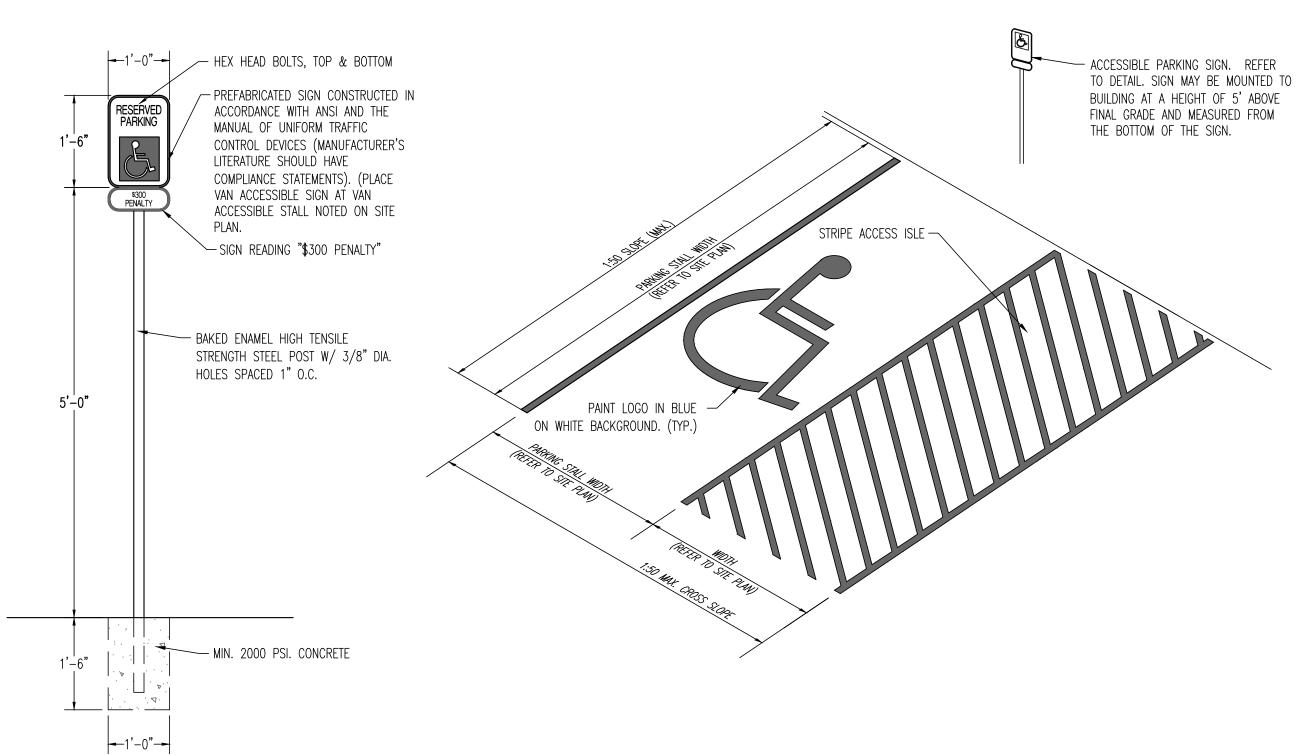
CK: BS Date 9/21/11

REV: d

1-888-333-3422

www.ameristarfence.com





ACCESSIBLE PARKING STALL AREA DETAIL

DRAWN: JEE PROJECT NO.: 170504

DRAWING INCLUDES:

ACCESSIBLE PARKING,

SANITARY SEWER &

SECURITY FENCE DETAILS

TDC

SHEET:

DESIGNED:

STORAGE MART 156

3920 S. STATE ROUTE 291 ECTION 3, TOWNSHIP 47 NORTH, RANGE LEE'S SUMMIT, JACKSON COUNTY, MIS

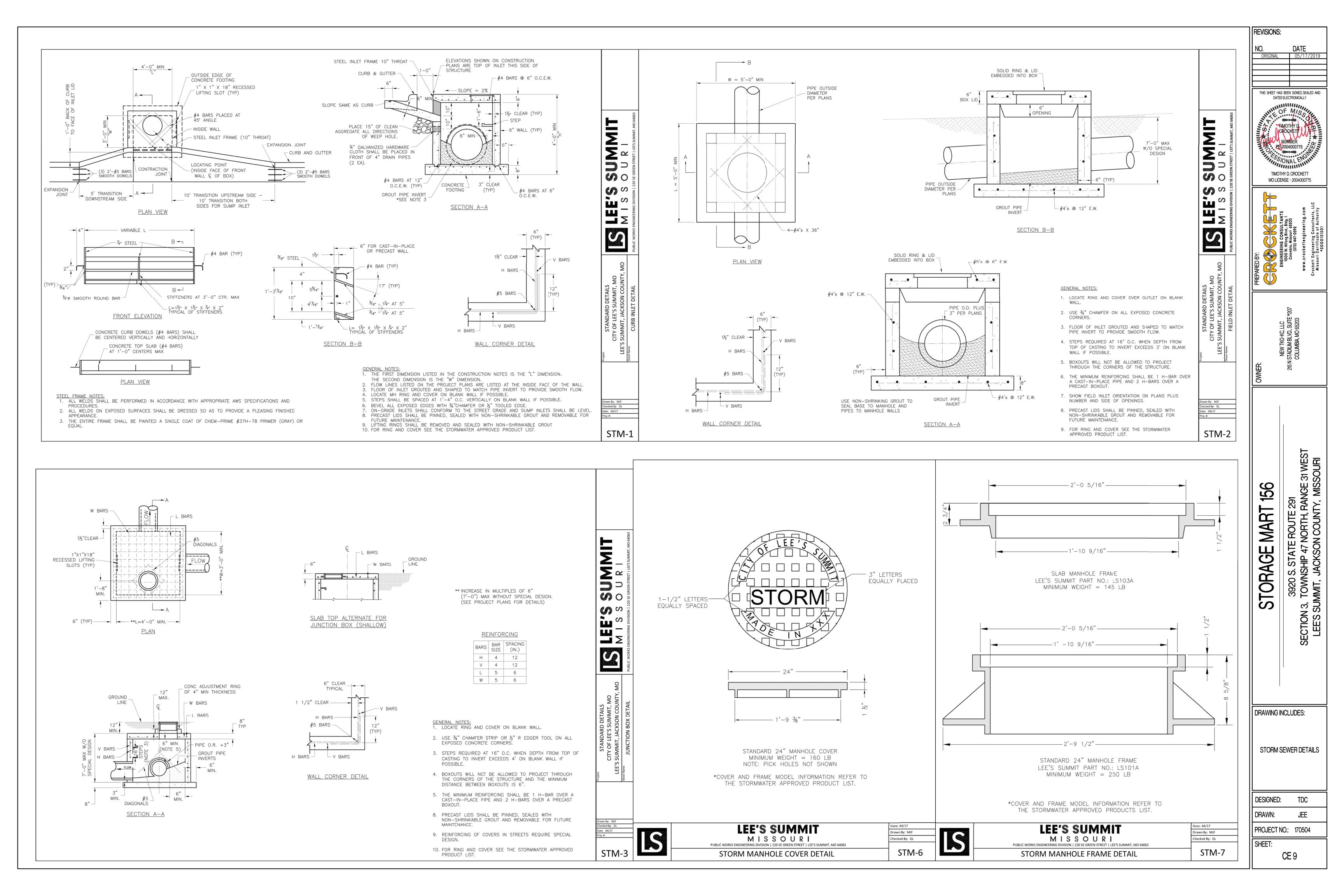
| REVISIONS:

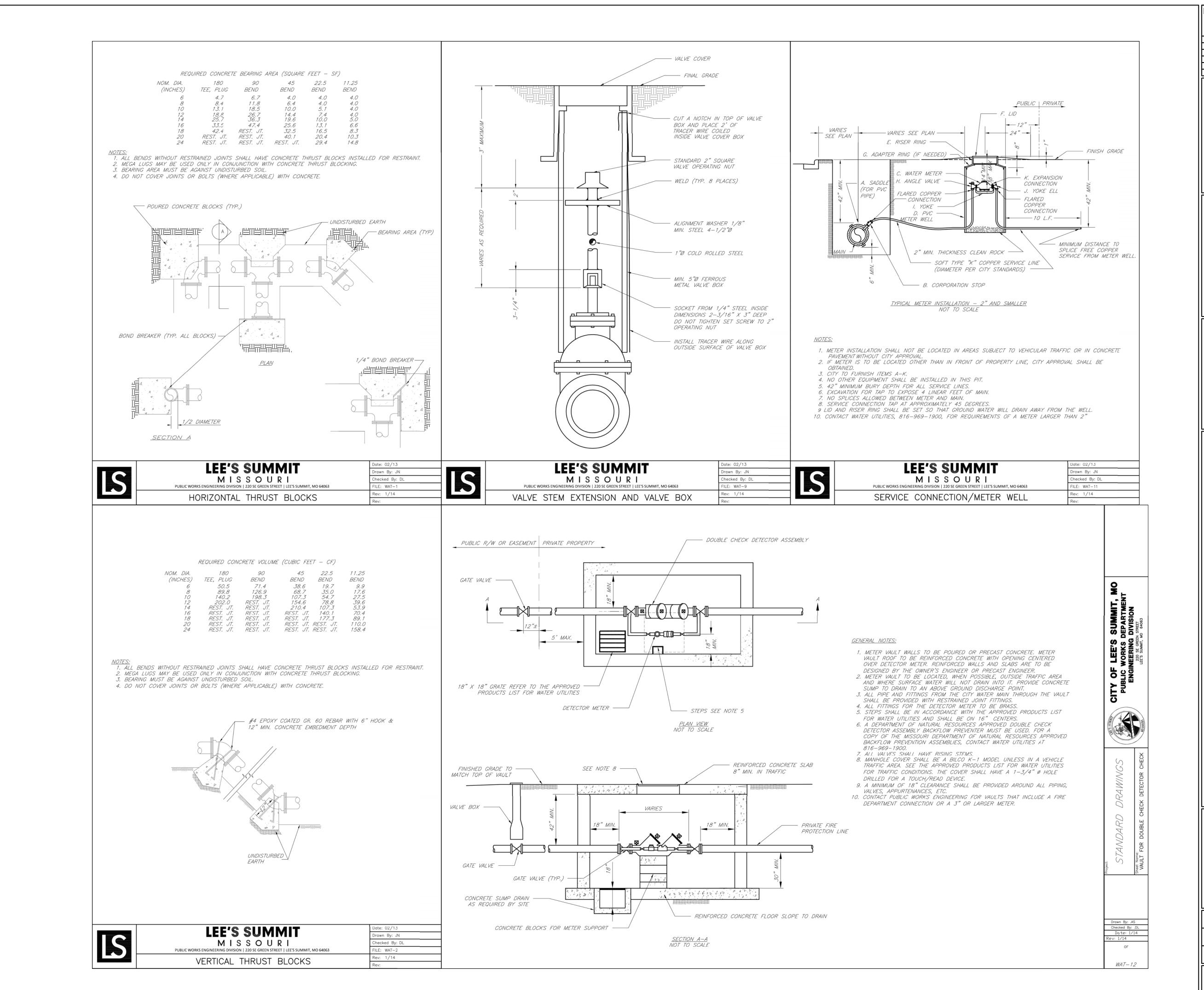
THIS SHEET HAS BEEN SIGNED, SEALED AND

DATED ELECTRONICALLY

TIMOTHY D. CROCKETT MO LICENSE - 2004000775

ACCESSIBLE PARKING SIGN





| REVISIONS:

THIS SHEET HAS BEEN SIGNED, SEALED AND TIMOTHY D. CROCKETT MO LICENSE - 2004000775

**MART 156** STORAGE

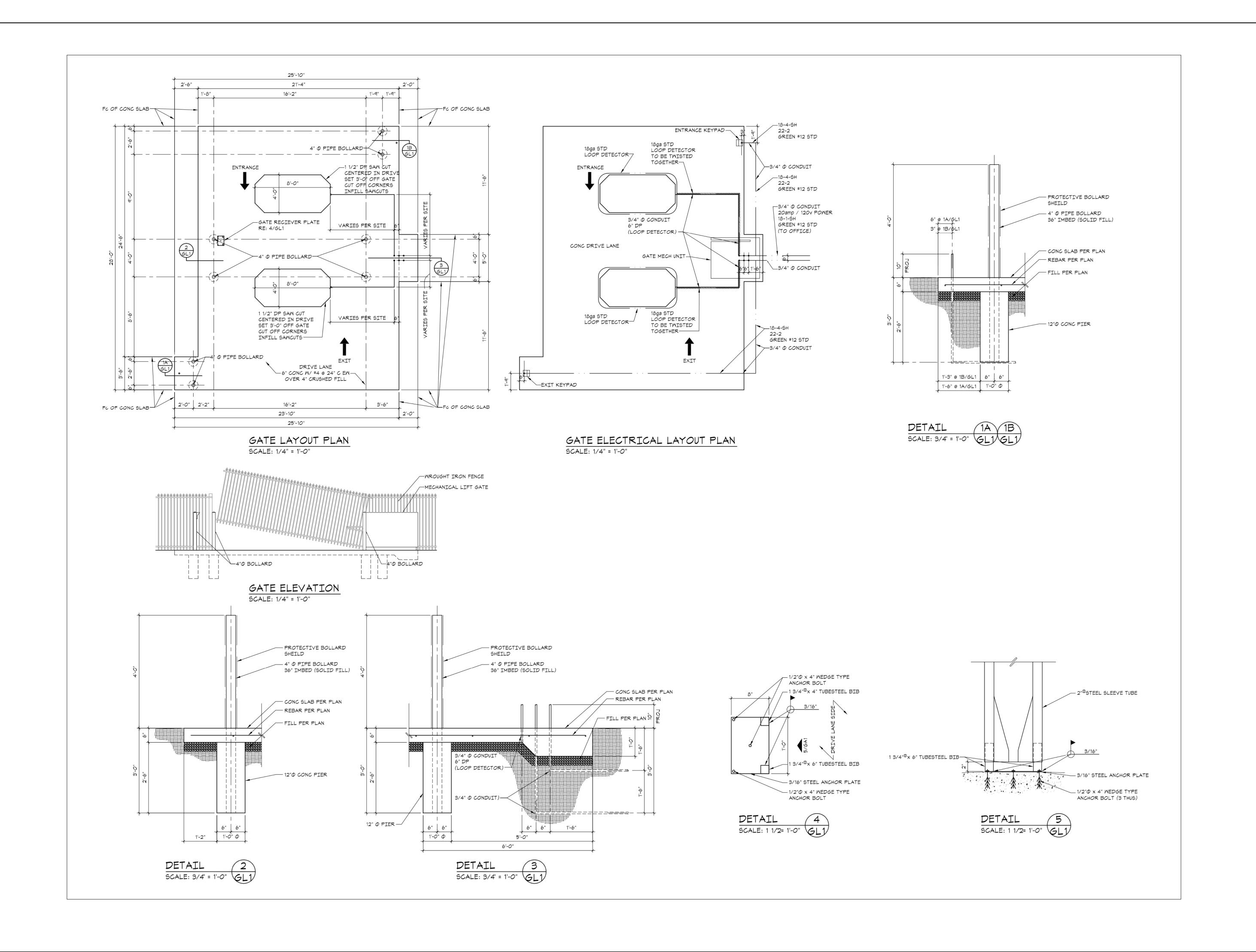
3920 S. STATE ROUTE 291 CTION 3, TOWNSHIP 47 NORTH, RANGE LEE'S SUMMIT, JACKSON COUNTY, MIS

DRAWING INCLUDES:

WATER DETAILS

DESIGNED: TDC DRAWN: JEE PROJECT NO.: 170504

SHEET:



REVISIONS:

NO. DATE

ORIGINAL 05/17/2019

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

OF M/SS

TIMOTHY D. CROCKETT

MO LICENSE - 2004000775

ENGINEERING CONSULTANTS
1000 W. Nifong Blvd., Bldg. 1
Columbic., Missouri 65203
(573) 447-0292

w w w. crockettengineering.com

Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#9000151301

NEW TKG-KC, LLC 215 N STADIUM BLVD., SUITE #207 COLUMBIA, MO 65203

STORAGE MART 156
3920 S. STATE ROUTE 291

3920 S. STATE ROUTE 291
SECTION 3, TOWNSHIP 47 NORTH, RANGE 31 WEST
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

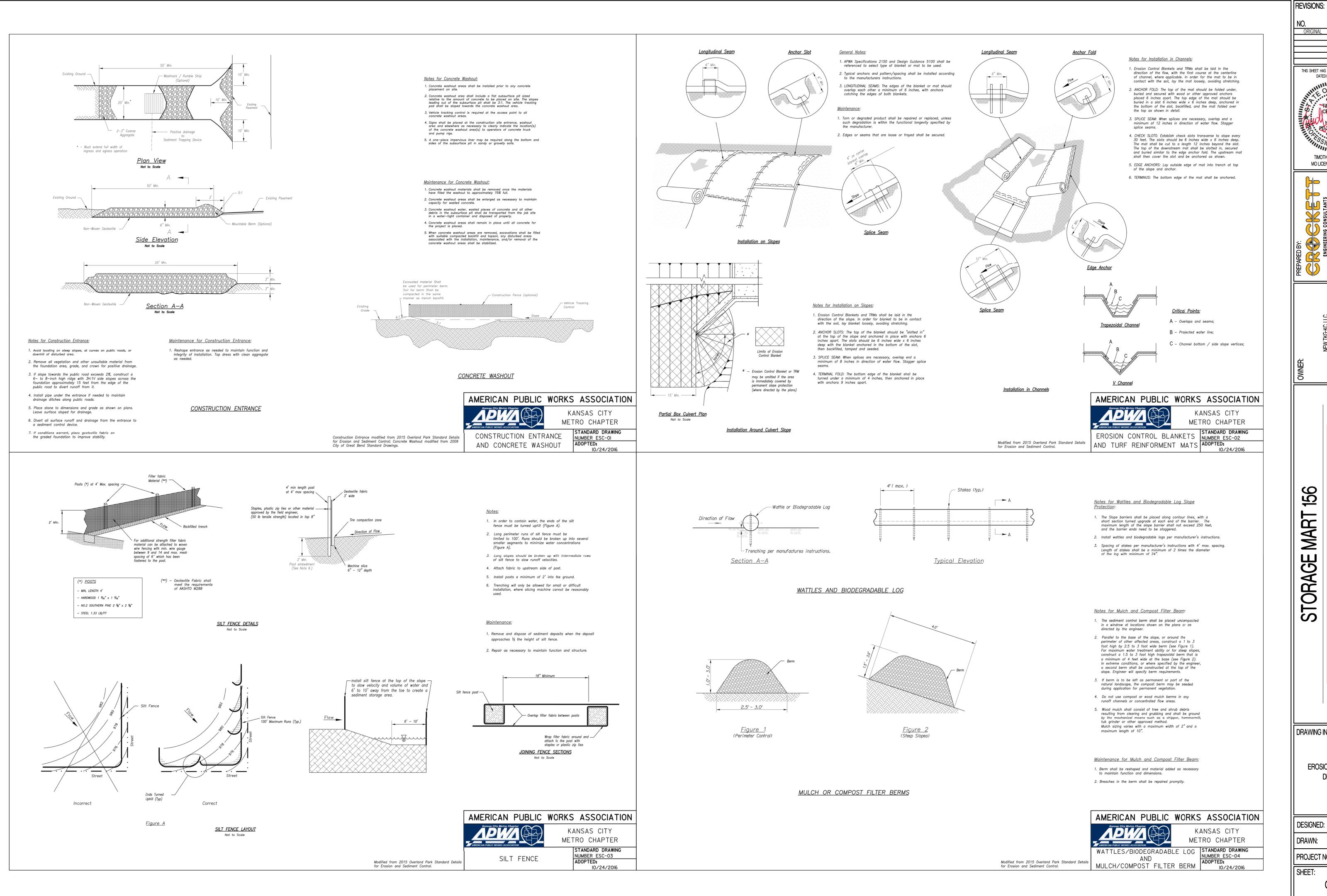
DRAWING INCLUDES:

SECURITY GATE DETAILS

DESIGNED: TDC
DRAWN: JEE

PROJECT NO.: 170504

SHEET:



| REVISIONS: DATED ELECTRONICALLY

THIS SHEET HAS BEEN SIGNED, SEALED AND TIMOTHY D. CROCKETT MO LICENSE - 2004000775

31. SO 156 MART

STORAGE 73, SUN

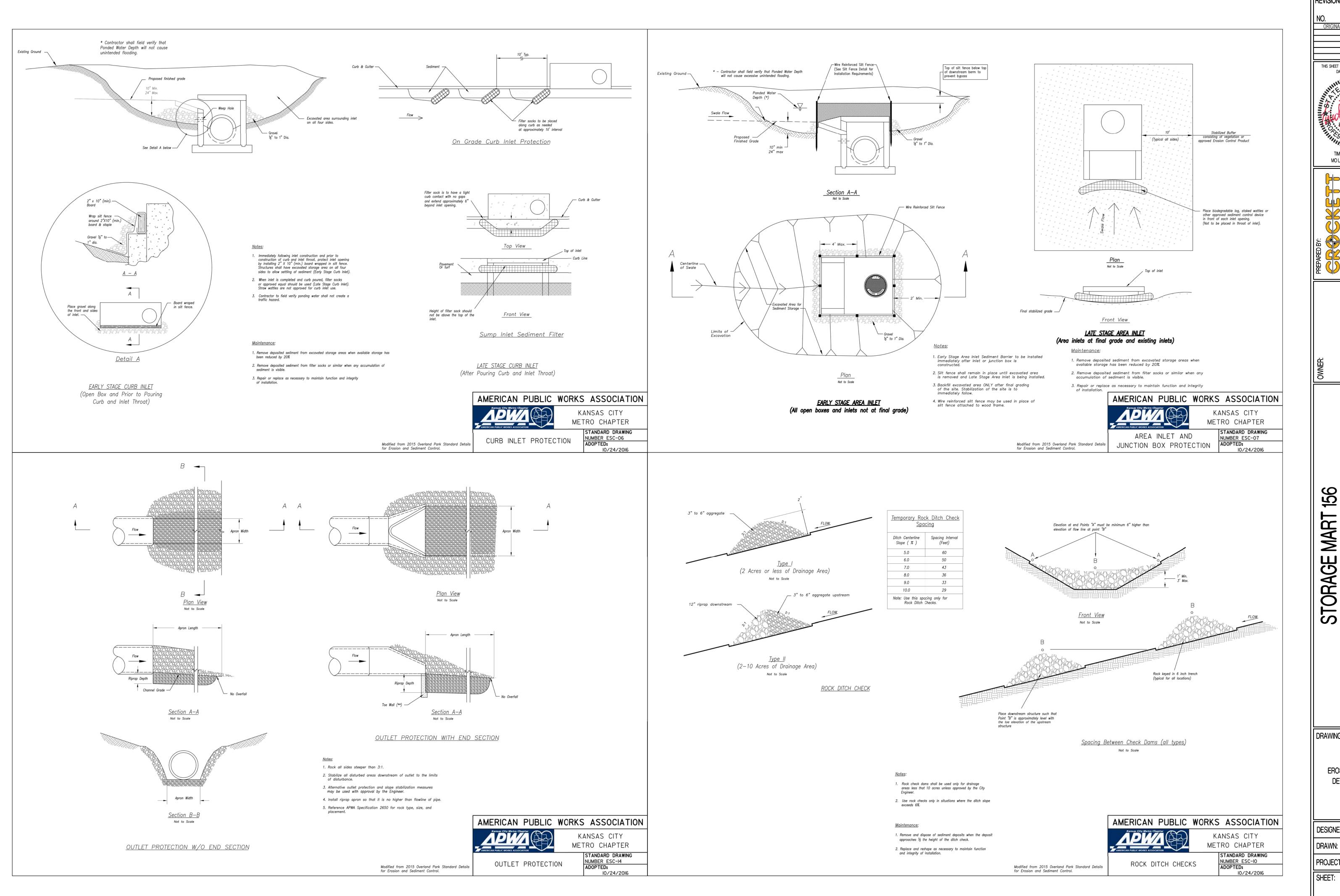
DRAWING INCLUDES:

**EROSION CONTROL** 

DETAILS

TDC DRAWN: JEE PROJECT NO.: 170504

SHEET:



| REVISIONS: THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY TIMOTHY D. CROCKETT MO LICENSE - 2004000775

3920 S. STATE ROUTE 291 CTION 3, TOWNSHIP 47 NORTH, RANGE 31 W LEE'S SUMMIT, JACKSON COUNTY, MISSOL

DRAWING INCLUDES:

**EROSION CONTROL** 

DETAILS (CONT.)

DESIGNED: TDC JEE PROJECT NO.: 170504

		E E OPENTE S
g — — — —	S — S — S — S — S — S — S — S — S — S —	
N87°33'45"W 29.29'		EX. 15' SAN. SEWER ESMT.
	17'25"E 101.50"E 101.50"	OETVI

LANDSCAPE COMPLIANCE:		
LANDSCAPE REQUIREMENTS	REQUIREMENTS	PROPOSED
1 TREE PER 30' OF STREET FRONTAGE	STREET FRONTAGE = 284' 284/30 = 10 TREES	10 TREES
1 SHRUB PER 20' OF STREET FRONTAGE	STREET FRONTAGE = 284' 284/20 = 15 TREES	15 SHRUBS
STREET FRONTAGE GREEN STRIP	20'	20'
2 SHRUBS PER 5,000 SQ.FT. OF TOTAL LOT AREA EXCLUDING BUILDING FOOTPRINT	55,449 SQ.FT16,651 SQ.FT. = 38,798 SQ.FT./5,000 x 2 = 16 SHRUBS	16 SHRUBS
1 TREE PER 5,000 SQ.FT. OF TOTAL LOT AREA EXCLUDING BUILDING FOOTPRINT	55,449 SQ.FT16,651 SQ.FT. = 38,798 SQ.FT./5,000 = 8 TREES	8 TREES
1 SHADE TREE PER 500 SQ.FT. OF BUFFER AREA 1 ORNAMENTAL TREE PER 750 SQ.FT. OF BUFFER AREA 1 EVERGREEN TREE PER 300 SQ.FT. OF BUFFER AREA 1 SHRUB PER 200 SQ.FT. OF BUFFER AREA	BUFFER AREA = 3,740 SQ.FT. 3,750/500 = 8 SHADE TREES 3,750/750 = 5 ORNAMENTAL TREES 3,750/300 = 13 EVERGREEN TREES 3,750/200 = 19 SHRUBS	8 SHADE TREES 5 ORNAMENTAL TREES 13 EVERGREEN TREES 19 SHRUBS
12 SHRUBS PER 40 L.F. OF PARKING AREA = 1 SHRUB PER 3.33 L.F.	24/3.33 = 7 SHRUBS	7 SHRUBS

THE PLANT LIST IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY ALL PLANT COUNTS AND IF A DISCREPANCY EXISTS THE PLAN SHALL GOVERN.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING AWARE

OF ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR

LANDSCAPE CONTRACTOR TO RECEIVE SITE GRADED TO +/-0.10 FOOT OF FINISHED GRADE. PLANTING BACK FILL MIX IS TO CONSIST OF 80% NATIVE TOPSOIL, AND 20% ORGANIC MATTER. SHRUB BEDS, BERMS, AND TREE WELLS ARE TO BE MULCHED WITH 3-4" DYED HARDWOOD MULCH.

ALL SEEDED AREAS WITH A SLOPE OF 2:1 OR GREATER SHALL BE CONTROLLED WITH EROSION CONTROL NETTING.
ALL BED AND LAWN AREAS SHALL BE IRRIGATED WITH POP—UP SPRAY HEADS.
ALL LAWN AREAS TO BE SODDED WITH TALL FESCUE SOD.

LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF TWELVE MONTHS.

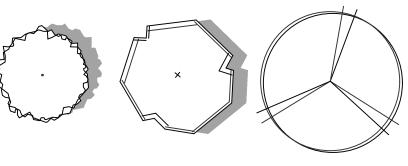
ALL PLANTING BEDS AND TREE RINGS TO BE SEPERATED FROM TURF AREAS BY 'V' TRENCHING. ALL PLANT MATERIAL MUST MEET THE SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN.

# PLANT SCHEDULE

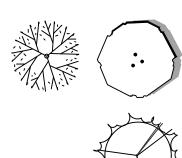
SYMBOL

TO ANY EXCAVATION.

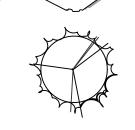
QUANTITY - TYPE OF PLANT - EXAMPLES OF PLANTS - SIZE PLANTED



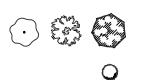
20 - SHADE TREE - RED MAPLE, RED OAK, WHITE OAK, ETC - 3"CAL. ( MIN.)



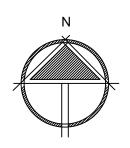
II - ORNAMENTAL TREE - DECIDUOUS HOLLY, REDBUD, GREEN HAWTHORNE, ETC - 311 CAL. ( MIN.)

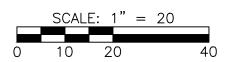


13 - EVERGREEN TREE - EASTERN RED CEDAR, LACEBARK PINE, ETC - 8' H ( MIN.)



30 - FLOWERING SHRUB - BLACK HAW VIBURNUM (FOR BUFFER), WILD HYDRANGEA, NINEBARK, ETC - 5 GAL 45-EVERGREEN SHRUB - SKY ROCKET JUNIPER, DWARF ARBORVITAE, ETC - 5 GAL







2450 TRAILS WEST AVENUE COLUMBIA, MO 65202 (573) 445-4465

WWW.ROSTLANDSCAPING.COM

5 DEVELOPMENT GE OAD (T)

5.17.19 DATE: DESIGNER: JP SCALE: 1"=20'-0"

REVISIONS:

SHEET NUMBER:

PROJECT NUMBER:

REPRODUCTION OF THESE PLANS IN WHOLE OR PART OR THE REPRODUCTION OF DERIVATIVE WORKS THEREOF WITHOUT THE WRITTEN PERMISSION OF ROST INC IS PROHIBITED. USE OF THESE PLANS IS LIMITED TO THE CONSTRUCTION OF THIS PROJECT ONLY. USE OF THESE PLANS FOR ANY PURPOSE OTHER THAN USE ON THIS PROJECT IS STRICTLY PROHIBITED.

# Site Lighting Design Drawings for

# Storage Mart Addition

# 3920 South State Route 291 Lee's Summit, Jackson County, Missouri

# **GENERAL MEP SPECIFICATIONS**

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND UNDERSTAND ALL DRAWINGS AND SPECIFICATIONS IN THE CONTRACT DOCUMENTS. EACH CONTRACTOR IS RESPONSIBLE FOR ALL WORK ASSOCIATED WITH HIS TRADE REGARDLESS OF WHERE THE WORK IS DEPICTED IN THE DRAWINGS OR SPECIFICATIONS.

COORDINATED IN FIELD. THE CONTRACTOR SHALL INCLUDE THIS COORDINATION IN HIS SCOPE AND INCLUDE ALL COSTS OF MODIFYING THE LAYOUT AS REQUIRED IN HIS BID.

2. THE LAYOUT OF SYSTEMS SHOWN ON PLANS ARE APPROXIMATE AND WILL NEED TO BE

- 3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY PARTS AND LABOR TO PRODUCE A COMPLETE AND FULLY OPERATIONAL SYSTEM UNLESS STATED OTHERWISE ON
- 4. ALL MATERIALS TO BE NEW, FIRST CLASS, AND INSTALLED PER MANUFACTURE'S PUBLISHED
- 5. ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH LOCALLY ADOPTED CODES AND
- 6. CONTRACTOR IS RESPONSIBLE FOR TO COORDINATE EQUIPMENT LOCATIONS AND SYSTEM
- ROUTING WITH OTHER TRADES PRIOR TO INSTALLATION. 7. CONTRACTOR TO GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR
- FROM THE DATE THE PROJECT IS TURN OVER TO THE OWNER, UNLESS NOTED OTHERWISE. 8. CONTRACTOR IS TO INCLUDE IN HIS SCOPE THE COST OF ALL PERMITS, INSPECTIONS, METERING,
- AND TAPS ASSOCIATED WITH HIS WORK. 9. CONTRACTOR IS RESPONSIBLE FOR ALL EXCAVATION, CUTTING, CORING, PATCHING, AND
- BACKFILL REQUIRED TO COMPLETE HIS WORK, UNLESS NOTED OTHERWISE. 10. THESE PLANS ARE NOT TO BE SCALED. SEE ARCHITECTURAL PLANS FOR DIMENSIONS. WHERE
- THERE IS A CONFLICT BETWEEN ARCHITECTURAL DIMENSIONS AND MEP DIMENSION, ARCHITECTURAL SHALL GOVERN.

11. SEE DISCIPLINE SHEETS FOR ADDITIONAL DISCIPLINE SPECIFIC SPECIFICATIONS.

### **ELECTRICAL SPECIFICATIONS**

 GENERAL 1.1. THE ENTIRE ELECTRICAL SYSTEM SHALL BE CONTINUOUSLY GROUNDED. EVERY BRANCH CONDUIT SHALL INCLUDE A GREEN GROUND CONDUCTOR SIZED PER NEC.

1.2. ARC-FAULT CIRCUITS SHALL BE RUN WITH A DEDICATED NEUTRAL AS REQUIRED BY

PROVIDE PERMANENT ARC-FLASH LABEL AFFIXED TO EVERY DISCONNECT AND PANEL. 1.4. PROVIDE TYPE WRITTEN PANEL SCHEDULE FOR EACH PANEL. 2. MATERIALS

2.1. CONDUIT & CONDUCTORS

- 2.1.1. ALL CONDUCTORS SIZES INDICATED ON PLANS ARE COPPER UNLESS NOTED
- ABOVE GRADE CONDUCTORS SHALL BE THHN COPPER. BELOW GRADE CONDUCTORS SHALL BE XHHW-2. MINIMUM CONDUCTOR SIZE SHALL BE #12 UNLESS NOTED OTHERWISE. 120V, 20 AMP
- CIRCUITS WITH CONDUCTOR LENGTH GREATER THAN 100' SHALL BE MINIMUM #10. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR MEASURING ACTUAL CONDUCTOR LENGTH AND INCREASING CONDUCTOR SIZE TO COMPENSATE FOR VOLTAGE DROP AS REQUIRED BY NEC.
- RIGID GALVANIZED OR SCHEDULE 40 PVC CONDUIT SHALL BE USED FOR SERVICE WIRING, BELOW GRADE INSTALLATIONS, OR WHERE EXPOSED TO WEATHER.
- IN APPLICATIONS OTHER THAN THOSE LISTED IN 2.1.4, EMT OR MC CABLE IS ACCEPTABLE. WHERE CONDUCTORS ARE PROTECTED FROM DAMAGE, ENCLOSED IN BUILDING MATERIALS, AND CONSTRUCTION IS OF A PERMITTED TYPE, NM CABLE MAY BE USED. 2.2. DEVICES
- CONTRACTOR TO PROVIDE J-BOXES, COVER PLATES, AND ANY ACCESSORIES REQUIRED TO PROVIDE A COMPLETE SYSTEM. SEE ARCHITECTURAL PLANS FOR DEVICE COLORS.
- DUPLEX RECEPTACLES SHALL BE TAMPER RESISTANT, 20 AMP, EQUAL TO LEVITON TOGGLE WALL SWITCHES SHALL BE EQUAL TO LEVITON CS120-2
- DIMMER SWITCHES SHALL BE TESTED WITH FIXTURES AND LAMPS FOR COMPATIBILITY.

REFERENCED CODES IN EFFECT

2014 NATIONAL ELECTRIC CODE

2015 INTERNATIONAL ENERGY CONSERVATION CODE

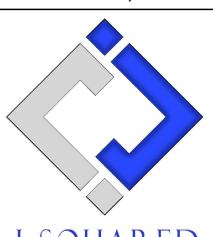
SHEET INDEX

2. EL101

SITE LIGHTING COVER SHEET 1. EL001

SITE LIGHTING PLAN

MO Certificate of Authority # 2018029680



J2 PROJECT No:	J20038
J2 DESIGN:	JAP

ISSUE TITLE	DATE
PERMIT SET	05 - 17 - 2019

Addition

Storage

SITE LIGHTING **COVER SHEET** 

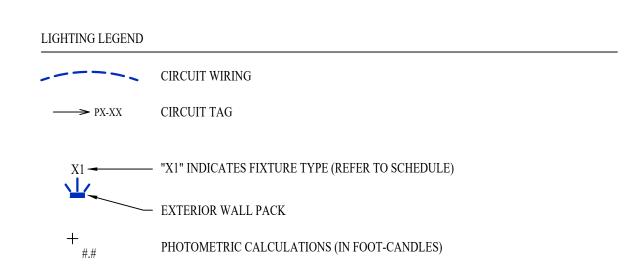
EXTERIOR LIGHT FIXTURE SCHEDULE										
TAG	MANUFACTURER (OR EQUAL)	MODEL NUMBER (OR EQUAL)	DESCRIPTION	MOUNTING	LUMEN OUTPUT	CCT (°K)	CRI	VOLTS	WATTS	NOTES
WP1	MCGRAW-EDISON	GWC-AF-02-LED-E1-T4FT-P	WALL PACK	EXTERIOR WALL	12874	4000	70	120	113	MOUNTED ON EXTERIOR WALL, TOP OF FIXTURE AT 15' ABOVE FINISHED GRADE. WITH PHOTOCELL
WP2	MCGRAW-EDISON	GWC-AF-02-LED-E1-SL3-P	WALLPACK	EXTERIOR WALL	12424	4000	70	120	113	MOUNTED ON EXTERIOR WALL, TOP OF FIXTURE AT 15' ABOVE FINISHED GRADE. WITH PHOTOCELL
NOTES:	_	_								

1. VERIFY LIGHT FIXTURE FINISHES WITH OWNER / ARCHITECT PRIOR TO INSTALLATION

SITE PHOTOMETRIC SUMMARY										
AREA	AVERAGE	MAXIMUM	MININUM	MAX / MIN	AVG/MIN					
NEW PARKING	1.94 fc	5.1 fc	0.3 fc	17.0:1	6.47:1					

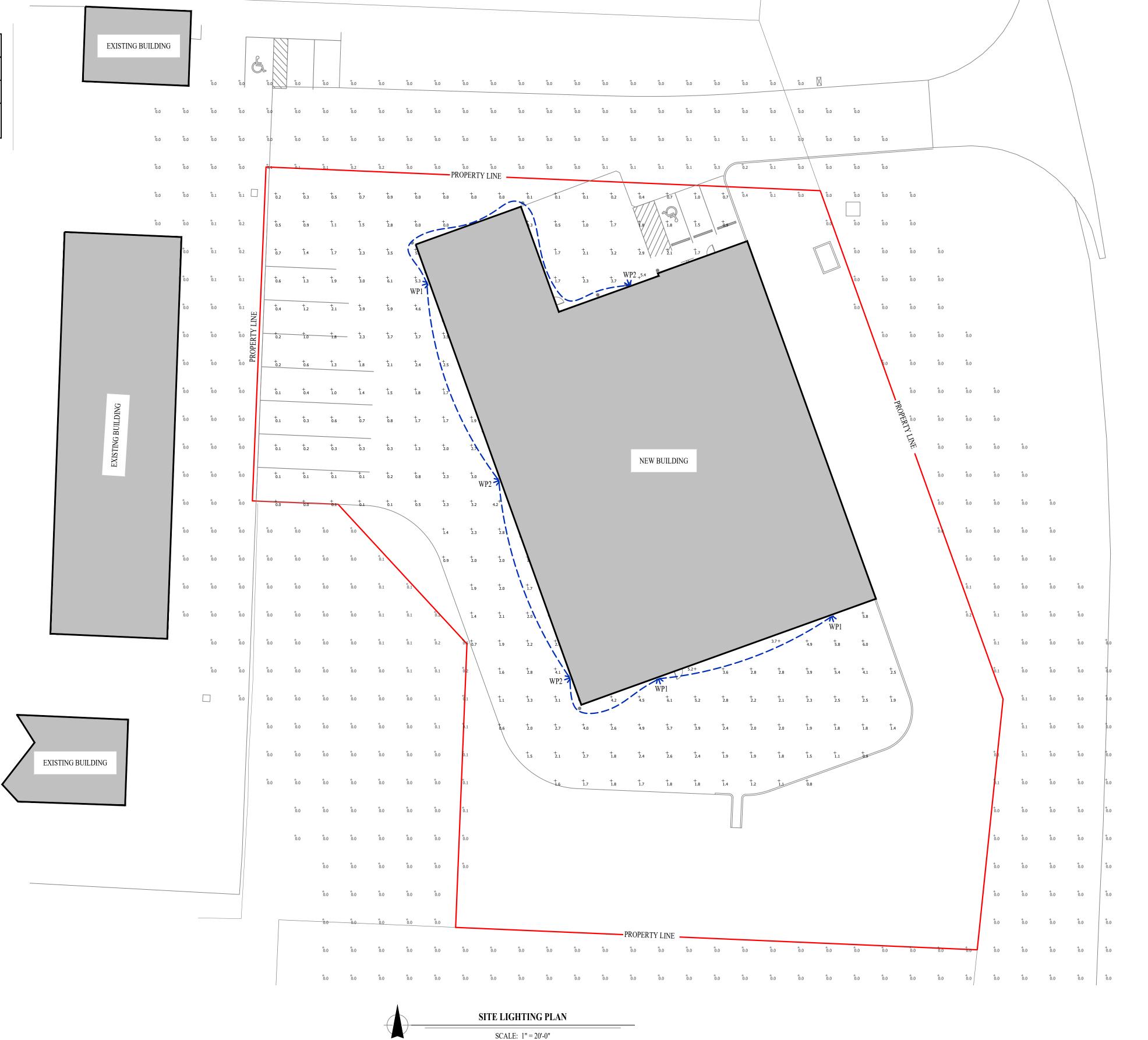
NOTES:

CALCULATIONS BASED ON 95% OF DATA POINT SOURCES, LOWER 2.5% & UPPER 2.5% OF DATA POINTS OMITTED



### SITE LIGHTING PLAN GENERAL NOTES:

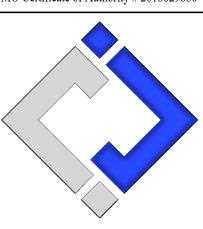
- 1. SITE PHOTOMETRIC VALUES SHOWN HAVE BEEN CALCULATED PER SPECIFIED LIGHT FIXTURES AT INDICATED MOUNTING HEIGHTS. ANY CHANGES OR ALTERATIONS TO LIGHTING LAYOUT SHOWN WILL REQUIRE RECALCULATING SITE PHOTOMETRICS AND WILL THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR / EQUIPMENT SUPPLIER.
- 2. PHOTOMETRIC CALCULATIONS SHOWN DO NOT INCLUDE EXISTING LIGHT FIXTURE(S), ONLY NEW WALL-PACK FIXTURE(S) SHOWN.



JAMES P. WATSON

NUMBER
PE-2015017071

James Watson, P.E. May 17, 2019 PE-2015017071 MO Certificate of Authority # 2018029680



# J-SQUAREL

ENGINEERING
630 North Morley Street, Suite 102

Moberly, Missouri 65270 573 - 234 - 4492 phone www.j-squaredeng.com

J2 PROJECT No: J20038

J2 DESIGN: JAP

ISSUE TITLE DATE

PERMIT SET 05 - 17 - 2019

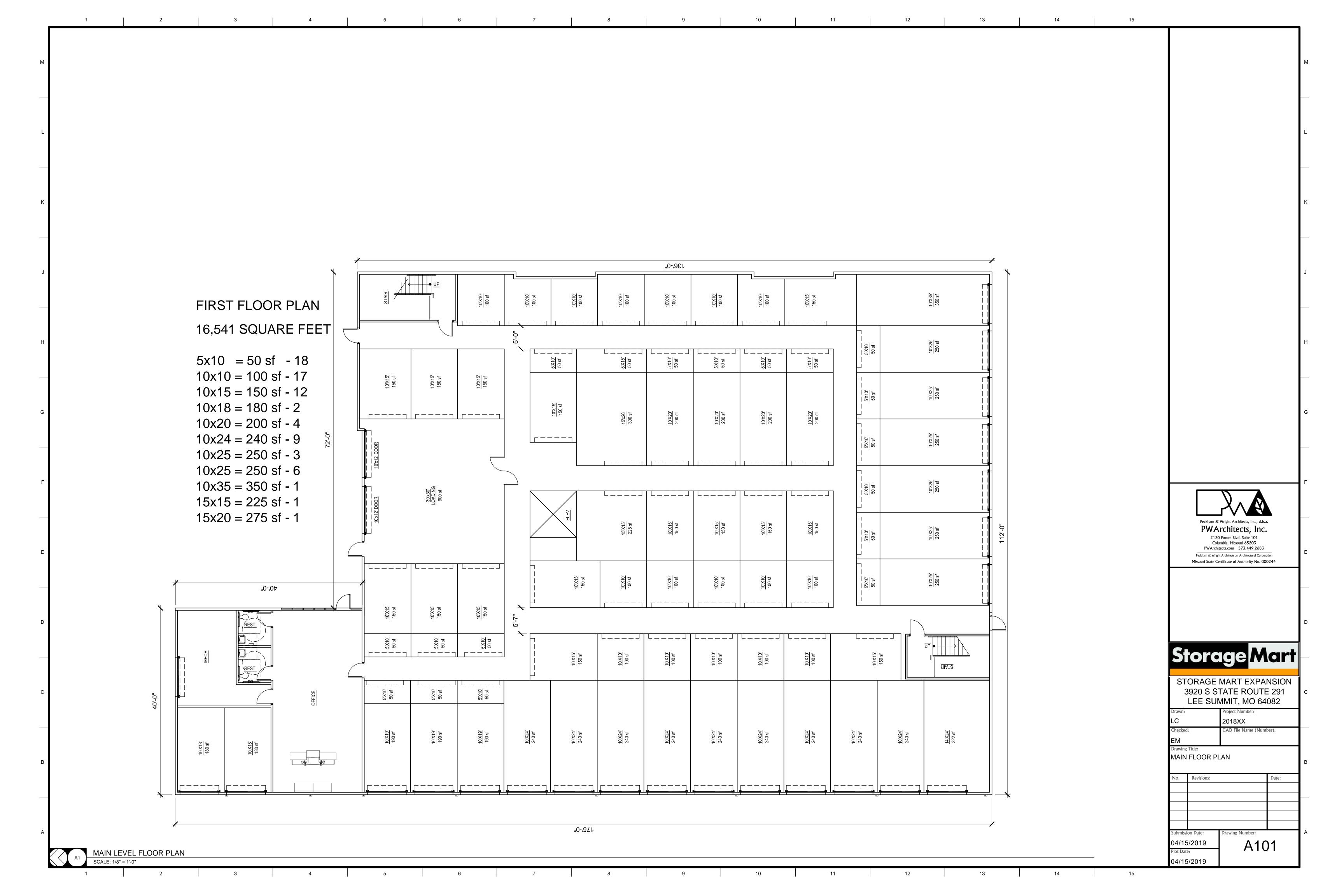
Storage Mart Addition

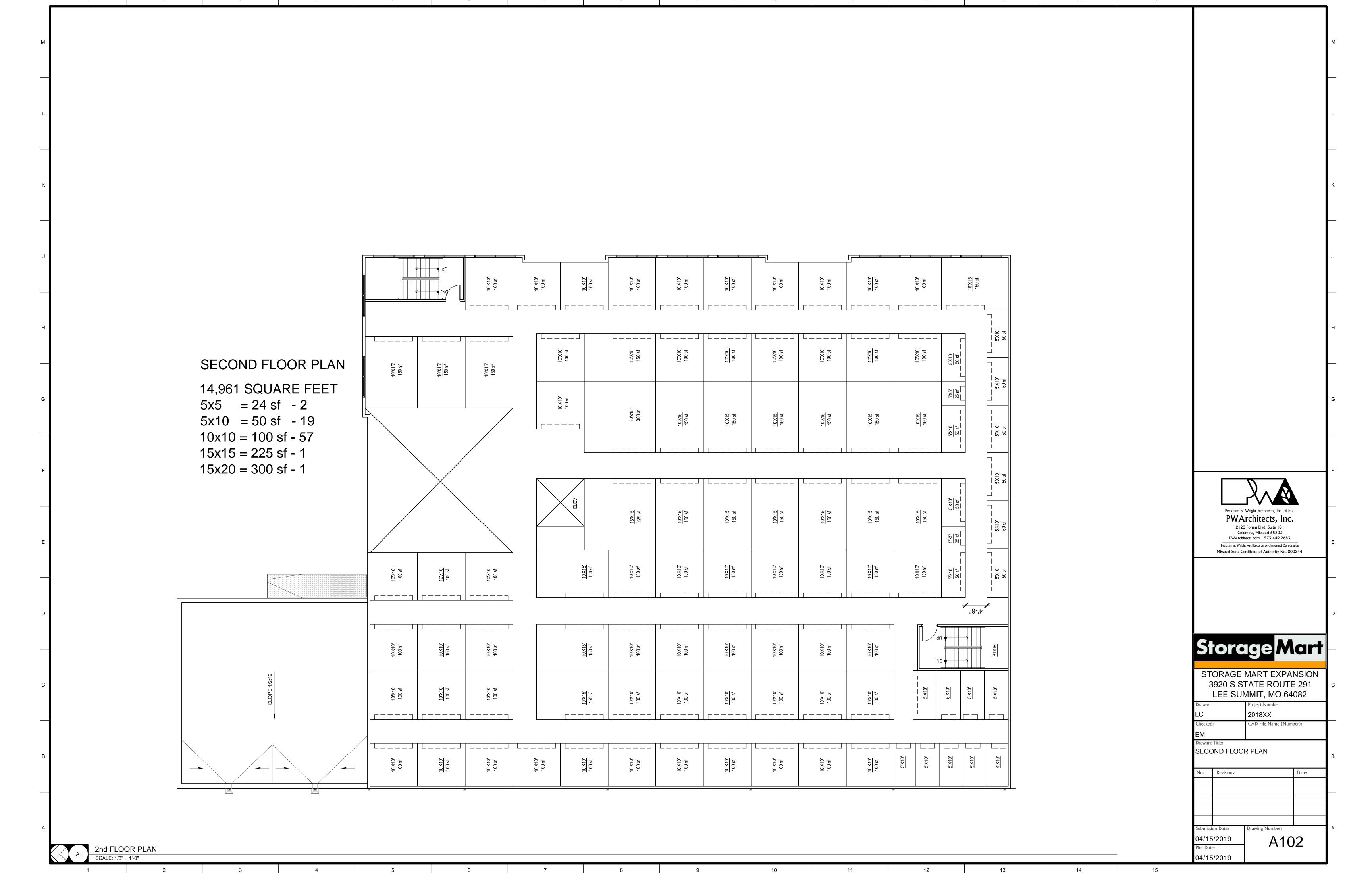
SHEET TITLE

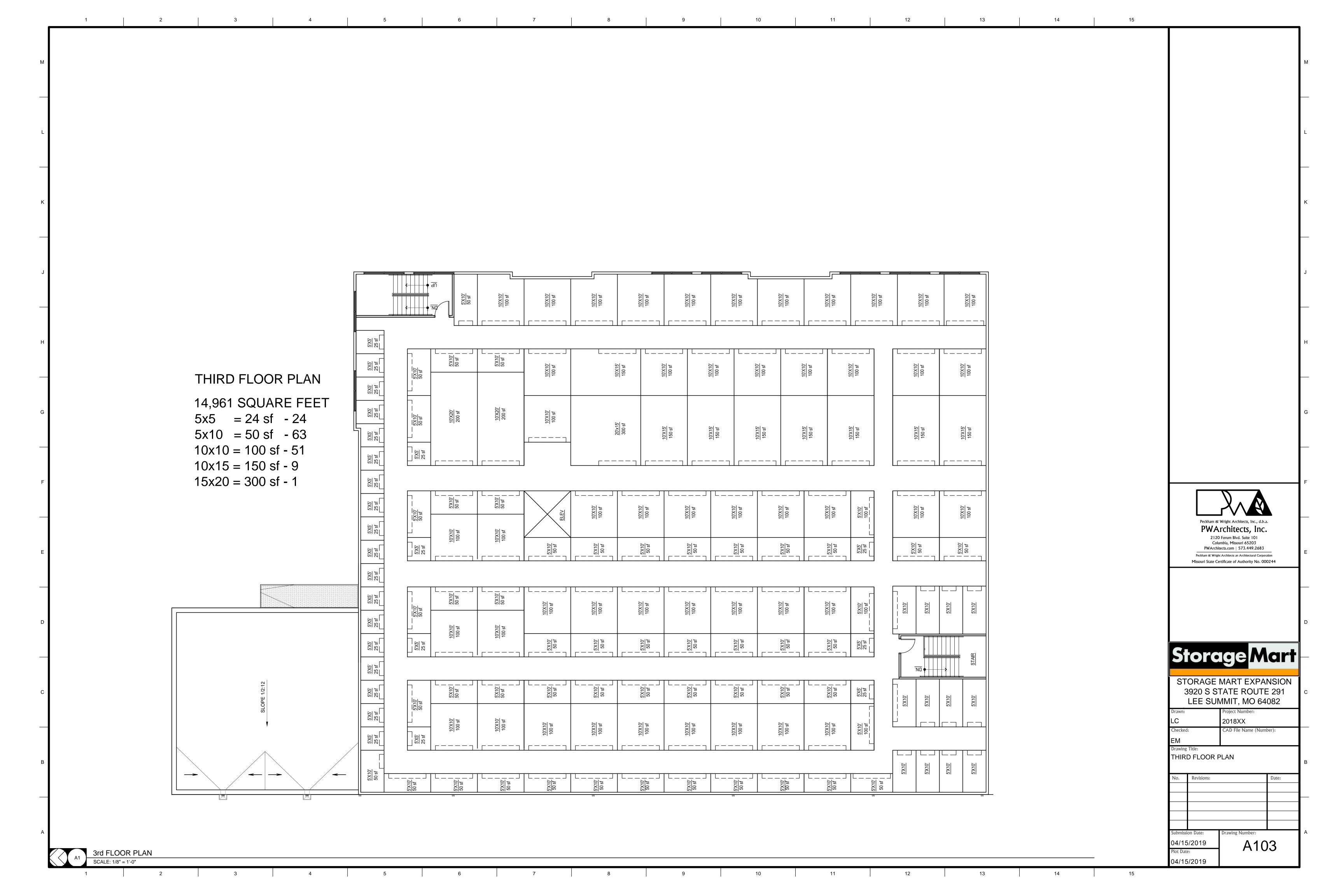
SITE LIGHTING PLAN

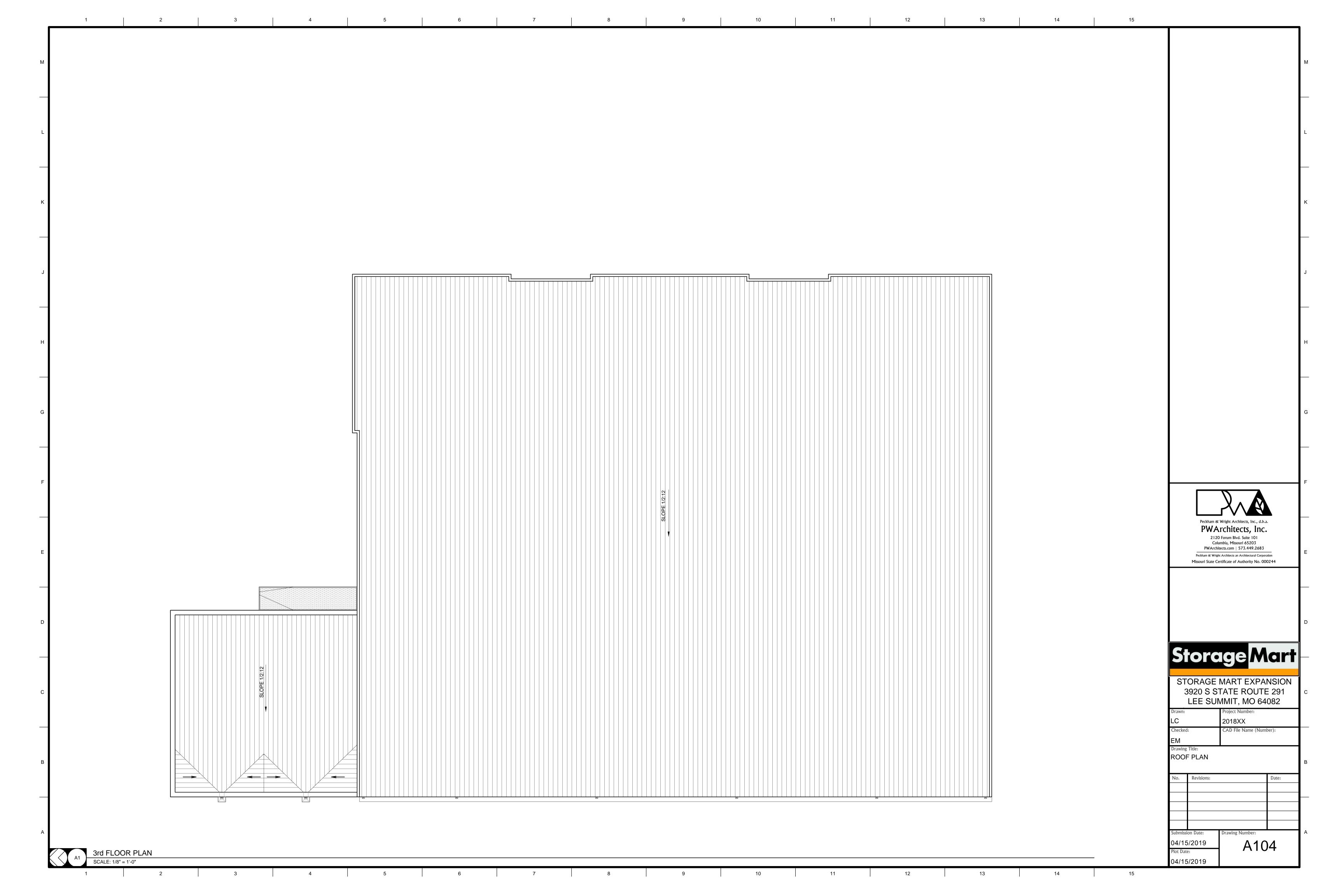
SHEET NUMBER

**EL101** 

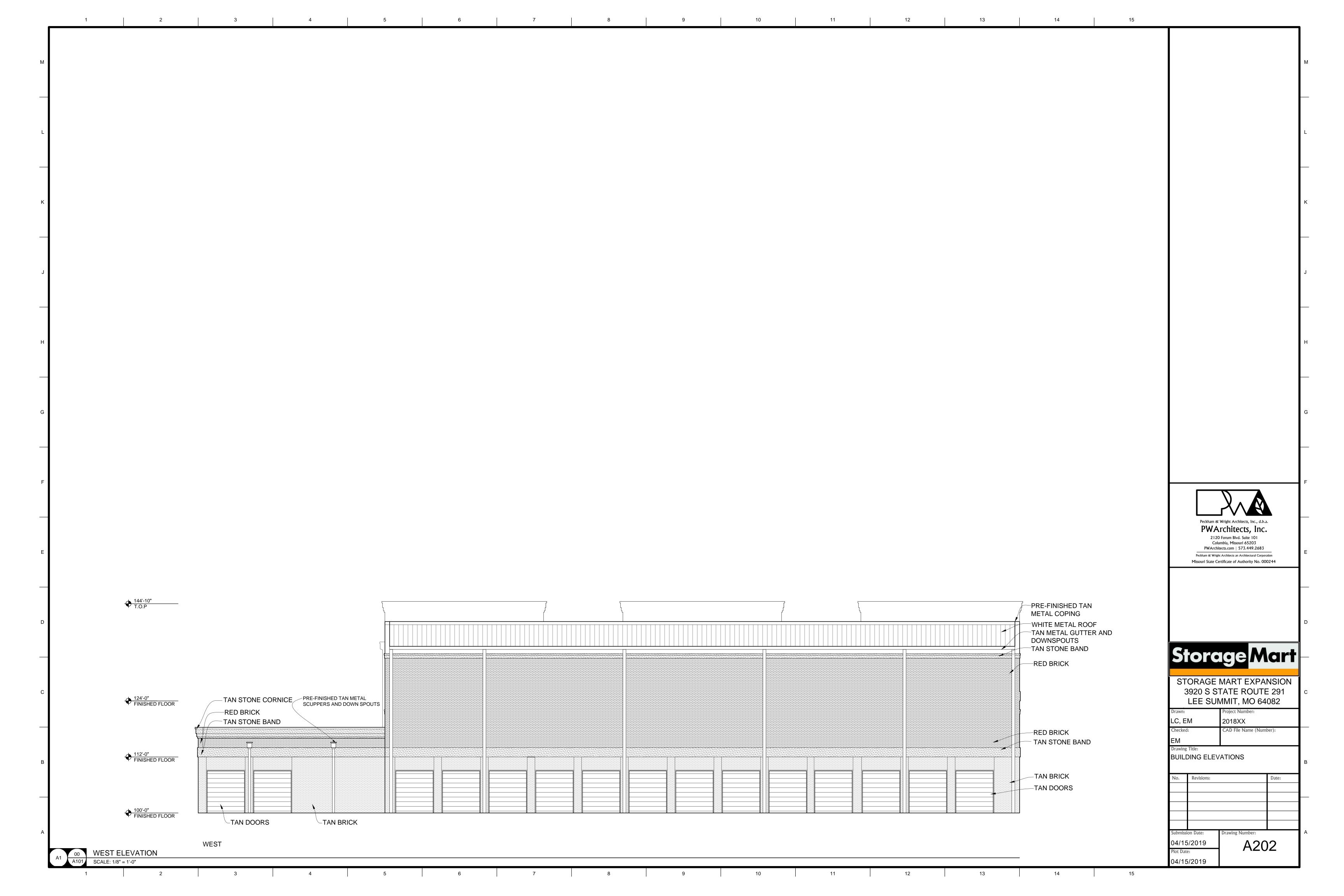
















May 16, 2019

Mike Weisenborn City of Lee's Summit Planning and Development Department 222 SE Green St Lee's Summit, MO 64063

RE: Applications #\_\_\_\_\_ - SUP StorageMart – Existing site expansion 3920 S State Rte 291, Lee's Summit, MO

Dr. Mr. Weisenborn

Please find below additional information and responses as required for the SUP application. Feel free to reach out with any questions or concerns.

#### Special Use Permit – Criteria for Consideration – UDO Sec. 6.650

- 1. Character of the neighborhood. Applicant Response: The proposed project is designed to adhere to the 150 Overlay District architectural guidelines as suggested by Planning including: 4 sided architecture, extensive commercial glass, low maintenance long term facade materials, etc.
- 2. Compatibility with adjacent property uses and zoning. *Applicant Response: The proposed use is an extension of the existing use at the location. Adjacent properties are all zoned commercial or industrial.*
- 3. Suitability of the property for which the special use is being requested. *Applicant Response: The property in question is currently part of an existing Self Storage facility and the expansion would allow for a much better customer and public experience as they use the 291/150 transportation corridor.*
- 4. Extent to which the proposed use will negatively impact the aesthetics of the property and adjoining properties. Applicant Response: The design adheres to the 150 overlay guidelines and ensures the look and feel will exceed that of the neighboring properties, or any other Self Storage in Lee's Summit. This should allow neighboring property owners to feel comfortable continuing to invest in the existing commercial buildings.
- 5. Extent to which the proposed use will inure the appropriate use of, or detrimentally affect, neighboring property. Application Response: The proposed use is already in line with the current use of the property and should not affect the use of or access to any neighboring properties.
- 6. Impact on the street system to handle traffic and/or parking. Applicant Response: Self Storage in general has a low vehicle trip-generation impact. The Traffic Study completed by a 3<sup>rd</sup> party vendor found that due to our trip generation totals being so low (35) a full traffic study would not be warranted (MODOT requires only if more than 100). Additionally, the Owner has agreed to vacate an existing secondary access point from the access road (per a MODOT request) which will ensure long term flow of the roadway is maintained.

- 7. Impact of additional storm water run off to the existing system or to the water shed area if no storm sewer is available. *Applicant Response: Storm water is handled on site as part of the proposed development. In addition, the Owner has agreed to address the existing storm detention out flow and improve and incorporate that in to the new development which will improve the entire water shed area.*
- 8. Impact of noise pollution or other environmental harm. *Application Response: The only additional noise generation on site will be from the minor increase in existing noises on site related to: the few daily vehicle visits, the open/close of unit and loading doors, and the small residential condensers.*
- 9. Potential negative impact on neighborhood property values. *Applicant Response: The proposed development will be a significant upgrade to the existing generation 1 self-storage facility with all drive-up units. This property reflects the latest in industry design as well as an improved façade that will enhance the look and feel of the corridor.*
- 10. Extent to which there is need of the proposed use in the community. *Application Response: Owner has multiple facilities in the Lee's Summit and other KC communities with corresponding data which points to a 'gap' in the market around the property. Additionally, it is much more advantageous to the municipal infrastructure to expand an existing facility instead of constructing a new one.*
- 11. Economic impact upon the community. *Applicant Response: The expansion will generate additional property and sales tax commensurate with our property use.*
- 12. Extent to which public facilities and services are available and adequate to satisfy the demand generated by the proposed use. *Applicant Response: All utilities are already on site and in use therefore no additional facilities/services will be required for the project.*
- 13. Comparison of the benefit gained to the public health, safety, and welfare of the community if approved versus the hardship imposed upon the landowner if the requested application is denied. *Applicant Response: The proposed development will include the most up-to-date life safety and fire hazard design standards including being fully sprinkled and remote monitored for fire.*
- 14. Conformance to the UDO and current city policies and ordinances. *Applicant Response: All UDO and Hwy 150 overlay district requirements have been addressed as part of the façade, landscape, and fencing design.*
- 15. Recommendation of professional staff. *Applicant Response: The applicant has responded to staff and departmental comments and revised the building plans accordingly.*
- 16. Consistency with permitted uses in the area in which the special use is sought. *Applicant Response: The proposed use is consistent with the existing use of the adjacent property.*

#### Special Use Permit Conditions (Section 10.420) – UDO Sec. 6.1020

A Mini-Warehouse Facility shall be subject to the following conditions and restrictions:

- A. In any non-industrial district, a mini-warehouse facility must be enclosed on all sides by a wall or earthen berm that shields the development from view. *Applicant Response: The proposed development includes 4-sided design features as well as a mix of landscaping, earthen berms, and fencing to provide the necessary screening.*
- B. Colors selected must be of muted shades. *Applicant Responses: The proposed design incorporates the color scheme provided in the Hwy 150 Overlay District guidelines and should meet this requirement.*
- C. Roof Pitch shall be 1:3. Applicant Response: The proposed design is NOT for a traditional storage facility and will be multi-story with a low pitch roof and drains only visible from the interior of the site. We are requesting a variance to allow a more energy efficient low slop roof.

#### **Comprehensive Narrative Description of the Use Sought**

StorageMart is the largest privately held self-storage owner/operator in North America. With their focus on, and dedication to, the internal motto 'Easy, Clean, Service' they have been able to create a customer experience that is second to none. StorageMart is proud to offer multiple facilities with many different unit sizes and amenities in the Lee's Summit community that serve the variety of needs seen in today's growing market. The expansion of this existing site addresses existing demand in the market without the need for developing a new piece of land and should ultimately be a lower impact on the community than any other alternative.

#### **Requested Modifications**

1. Roof pitch less than 1:3. Applicant Request: Low-slope commercial roofing with gutters/downspouts us a much more maintenance friendly look. It also provides for very limited visibility of the roofing only visible from the interior of the property and a high-side parapet will create a more commercial look along the visible corridors and allow for roof-top condenser screening.

#### M150 Narrative

Sustainability requirements:

New mandatory minimum development requirements:

(1) Stormwater Best Management Practices (BMP's) identified in Section 5600 of the Kansas City Metropolitan Chapter of APWA Design Criteria and Section 5600 of Lee's Summit's Design and Construction Manual as amended from time to time shall be utilized in all new and redevelopment projects as further provided herein.

Environmental health and quality of life issue requires mitigation of the environmental impact of increased stormwater runoff due to development. By controlling the large water quantities produced by developing watersheds and minimizing resulting impairment, peak flows and overall quantity of stormwater can be maintained upon completion of the development activities.

Proposed stormwater management system design is sensitive to site characteristics including slopes, soil types, cover types, and infiltration capacity. These characteristics shall be considered in the site layout to improve both site drainage and water quality. The following BMP's shall be utilized either independently or in combination to meet the requirements established in the City's Design and Construction Manual.

- a) Source control BMP's for stormwater management:
  - Rock filter strip
  - Erosion control mat
  - Parking lot, storm drain detention pond maintenance
- b) Source filtration BMPs:
  - *Dry swales and grass channels*
- c) Regional retention and treatment may include:
  - Extended Dry Detention pond
- (2) Erosion control as established in the Design and Construction Manual and maintained throughout the completion of the project or development.

Erosion control silt fence, rock check dams, straw bale ditch check, temporary sediment trap and erosion control mat will be utilized for erosion control management throughout the

construction of this development.

(3) LED lighting with flat lens full cut-off approved fixtures adhering to the International Dark-Sky Association (IDA).

LED with flat lens full cutoff will be provided.

(4) Native plants per the approved list.

*Native Plants per the approved list will be provided.* 

(5) Locally sourced construction materials when possible.

Local Materials that will be provided include Concrete for slabs foundations curbs and drives as well as Asphalt. The Owner intends to incorporate locally sourced materials when available.

(6) Solar ready buildings.

Pathways for future installation of solar will be accommodated.

(7) Durable materials.

Currently the building exterior is shown to have masonry veneer, insulated aluminum doors, glass doors and aluminum storefront.

- (8) Construction and demolition debris and waste management plan. The waste management plan is intended to reduce the amount of construction/demolition related debris going into the land fill and to cull out recyclable materials for future use. Such waste management plan shall include provisions relating to:
  - (a) Land clearing debris;
  - (b) Waste handling procedures;
  - (c) Location of waste dumpsters/bins;
  - (d) Waste segregation if proposed;
  - (e) Potential recycle location.

See the attached preliminary Waste Management Specification that will be part of the project requirements for the Contractor.

- (9) Waste containment on site shall be documented as to:
  - (a) Method of containment:

A Dumpster is intended to be utilized for trash collection.

(b) Pick up/removal schedule;

Typically, trash is collected on a weekly basis however seasonal demand will vary. This is intended to be managed with the service provider.

(c) Person in control of collection including method of 24-hour contact.

The On-Site Manager will be in control of the collection and Owner has a 24/7 call center available at 877-STORAGE.

- (10) Construction staging area including:
  - (a) Fencing material;

Temporary Chain link fencing will be utilized on site and the Contractor will be responsible for maintaining the fencing to meet all appropriate OSHA and local standards.

(b) Location on site.

The General Contractor will be responsible for designating the area to facilitate the construction operations. The area designated will be phased depending on the particular requirements of the construction operations.

New buildings shall incorporate a minimum of three of the following features:

(1) Solar (passive or active), wind or geothermal renewable energy systems;

Solar is not currently planned however a pathway for future solar will be provided to the roof.

(2) Energy-efficient materials, including recycled materials that meet the requirements of this Code;

The Owner intends the following: Cool Roof, Higher R-values in walls and roof and High Efficiency HVAC systems exceeding code requirements.

(3) Materials that are produced from renewable resources;

High concentrations of Fly-ash in concrete and recycled content in asphalt are planned. Building steel components inherently contain sources of recycled steel. Other materials will be instituted where appropriate and viable.

(4) A green roof, such as a vegetated roof, or a cool roof;

A Cool Roof is planned by specifying a white standing seam metal or commercial low slope roof product designed to meet cool roof standards.

(5) Materials and designs that meet the U.S. Green Building Council's LEED-NC certification requirements;

The Owner does not intend to seek LEED certification.

(6) A greywater recycling system;

The Owner does not intend to install a greywater recycling system.

(7) Electrical vehicle charging station;

The Owner does not intend to install vehicle charging station.

(8) Xeriscape or water-conserving landscape materials;

This has been included in portions of the landscape design.

(9) Drip irrigation system for landscaped areas;

A drip irrigation system will be installed and Limited to North and East for lawn and landscaped areas to maintain a green appearance. There are several areas where no irrigation will be installed.

(10) Shared parking;

There is no shared parking intended for this development.

(11) Shade structures, covered parking, or shaded walkways.

This is not currently planned

#### **Preliminary Development Plan narrative (Section 2.260.C)**

1. Development is designed, located, and proposed to be operated so that the public health, safety and welfare will be protected.

The StorageMart internal motto 'Easy, Clean, Service' ensure that during design, construction, and while operating they have been able to create a customer experience that is second to none. Owning and operating properties in a variety of communities spanning 3 countries requires a set of standards toward customer safety and welfare that are set to the highest levels required anywhere so that the experience is equitable across all locations.

2. Development will not impede the normal and orderly development and improvements of the surrounding property.

This expansion of an existing facility is the perfect situation for a city to digest. You would not normally be able to afford to build a location as small as our expansion but since we can add to an existing location it works well as a business decision for us. Our neighbors and the community nearby should be pleased with the enhancements the proposed facility will bring with it: masonry and glass finishes, significant landscaping improvements, storm water detention and water quality improvements for the existing and proposed location, screening of the 1<sup>st</sup> generation garage style storage units, interior loading options, and more. Additionally, all façade work will meet the Hwy 150 UDO requirements and as such will be some of the nicest construction in the area.

3. Development incorporates the adequate ingress and egress and internal street network that minimizes traffic congestion.

StorageMart has provided a traffic study indicating the significantly lower traffic counts generated through a self-storage use as compared with any other zoning. Even so, we have designed the new site to be as efficient and friendly to our customers and the public as possible. Customer Experience is a huge motivating factor in our business and access to and around the facility is a key factor to ensuring this is addressed.

We have attempted to address all of the requirements but can provide additional details on any that would be helpful.

Sincerely,

Weyen Burnam
Director – Acquisition and Development
TKG-StorageMart Partners, LP
Weyen.burnam@storage-mart.com
573-268-4704 (cell)



## **DETENTION & WATER QUALITY CALCULATIONS**

## **FOR**

# STORAGE MART—156 LEE'S SUMMIT, MO

PROJECT NO. 170504

MAY 15, 2019





#### 1000 W. Nifong Blvd., Bldg. 1 Columbia, Missouri 65203 (573) 447-0292

#### **Stormwater Narrative**

Storage Mart is expanding the facility located at 3920 South State Route 291 in Lee's Summit, Missouri. The expansion will take place on Lots 2a and 3a of South M-291 Safety Mini Storage Lots 1A, 2A & 3A a subdivision in Lee's Summit, Jackson County, Missouri and recorded as Instrument No. 2006D0058581. Lots 2a and 3a will be replatted to a single tract which will consist of 1.27 acres. The existing site consists of well-established grasses with an existing drainage ditch adjacent to the south property line. The following information will detail the pre-developed and post-developed conditions along with a summary on how detention and water quality is achieved for this development.

#### Pre-developed:

- Soil Types
  - Udarents- Urban Land Complex: Hydrologic soil group C.
  - o Arisburg-Urban Land Complex: Hydrologic soil group C.
- Existing site is vacant and mainly consist of well-established grasses (1.24 acres) with an existing concrete access drive adjacent to the north property line (0.03 acres). Existing site grades range from 2% to 5% with the exception of the grades of the embankment at the existing drainage ditch adjacent to the south property line.
- Existing off-site stormwater discharge and overland flow is currently being conveyed through the existing ditch adjacent to the south property line of this development.
- Using NRCS Type II distribution the CN used for pervious areas is 74 and for impervious areas is 98. 74 is consistent with soils in the hydrologic soil group C for "open spaces in good condition". The overall pre-developed curve number is 75.
- Pre-developed runoff:
  - o 2 yr 2.03
  - o 10 yr 4.19
  - o 100 yr 7.06

#### Post-developed:

 Site development will consist of a 3-story building consisting of mini selfstorage units and associated pavement.

- Site will consist of approximately 66% impervious area of the total site.
- Detention will be utilized to mitigate stormwater runoff.
- Offsite stormwater runoff from the existing facility and areas draining to the existing ditch will be collected with storm sewer piping and routed through the site and be discharged into the existing drainage ditch along the west right-of-way of SW Raintree Tree. During the Pre-Application meeting this area was discussed and the City will allow the existing stormwater that is currently being discharged at the exiting ditch to not be detained and shall be conveyed with stormsewer to allow for this area to be "cleaned up".
- Total proposed stormwater conveyance to the detention facility is 1.18 acres
   (0.88 acres on-site and 0.30 acres off-site).
- Per the APWA 5600 Manual the CN for impervious area shall be 98 and pervious shall be 80.
- Post-developed runoff to the detention facility:
  - o 2 yr 5.11 cfs
  - o 10 yr 7.96 cfs
  - o 100 yr 11.43 cfs
- Post-developed runoff to off site:
  - o 2 yr 1.32 cfs
  - o 10 yr 2.67 cfs
  - o 100 yr 3.45 cfs

#### **Detention & Water Quality:**

- With the use of a dry extended detention basin and outlet structure the postdeveloped release rate of the detention facility:
  - o 2 yr 0.60 cfs
  - o 10 yr 1.79 cfs
  - o 100 yr 3.63 cfs
- The combined (post developed from detention plus post developed to off-site):
  - o 2 yr 1.44 cfs
  - o 10 yr 3.70 cfs
  - o 100 yr 5.73 cfs
- Per the APWA 5600 manual the allowable post developed release rate:
  - $\circ$  2 yr (0.5 x 1.27) = 0.64 cfs
  - $\circ$  10 yr (2.0 x 1.27) = 2.54 cfs
  - o 100 yr (3.0 x 1.27) = 3.81 cfs
- Pre vs Combined Post Developed Comparison:
  - $\circ$  2 yr (2.03 pre 1.44 combined post) = 0.59 cfs reduction from pre
  - $\circ$  10 yr (4.19 pre 3.70 combined post) = 0.49 cfs reduction from pre
  - $\circ$  100 yr (7.06 pre 5.73 combined post) = 1.33 cfs reduction from pre

- The water quality level will be at 984.70. Required WQ storage volume is 4,096 cu.ft. Provided WQ storage volume is 4,534 cu.ft.
- Required water quality treatment is to provide 40 hour detainment for the water quality storm event (1.37 in.) in the detention facility. With the use of 1 1" diameter hole in the outlet structure the water quality storage volume will drain in 30 hours. In order to achieve the 40 hour detainment time the orifice diameter would need to be smaller than the minimum 1" diameter. It has been determined that to help reduce the chances of clogging that the 1" diameter orifice will be installed and a reduction in the detainment time would be accepted. Refer to calculations in this report.
- Proposed detention facility top of berm = 987.00
- The emergency spillway will consist of a 30' wide spillway in the detention berm at an elevation of 985.75 which will carry the 100 year post developed flow of 11.43 cfs at a depth of 0.28' in the event the primary emergency spillway is clogged.
- North American Green S150 erosion control mat shall be placed at spillway to protect basin during overtopping flow.
- Refer to attached calculations for additional information.

### Water Quality Volume Calculation Worksheet

#### STORAGE MART - 156 170504

#### **EXTENDED DRY DETENTION Calculate WQv** (WQv) = P\*RvP = Rainfall event in inches = 1.37 inches Rv = Volumetric runoff coefficient 0.05 + 0.009(I)I = Percent site imperviousness (%) Size of Area 55449 sf Size of Impervious Area I = 66% (WQv) =0.89 watershed inches (WQv) =4095.9 ft3 Calculate peak discharge for the Water Quality Storm: $CN = 1000/[10 + 5P + 10Q - 10(Q^2 + 1.25QP)^{1/2}]$ P = Water Quality Storm rainfall (inches) Q = Runoff volume (inches)—equal to WQv (watershed inches) $Tc = (L^{0.8}[(1000/CN)-9]^{0.7})/(1140 * Y^{0.5})$ Tc = Time of concentration (hours) L = Flow length (feet) 345 ft CN = Runoff Curve Number Y = Average watershed slope (percent) 0.08 hours (Note: If less than 0.1 hours, use 0.1 hours) Tc = 0.089 la = Ia/P = 0.06 (The limiting value for la/P .1) From Figure 2.3.1 in Appendix F 1000 cfs/sm/in qu = 1.5625 cfs/ac/in Qp =1.76 CFS

#### **OUTLET STRUCTURE DISCHARGE COMPUTATIONS** FOR EXTENDED DETENTION BASINS

\*\*\*\*ENTER THE FOLLOWING INFORMATION\*\*\*\*\*

PROJECT: Storage Mart 156, Lee's Summit, MO

DATE: 15-May-19

RISER PIPE DIAMETER: 0 INCHES OUTLET PIPE DIA.: 0 INCHES

1 INCHES PERFORATION DIA:

# HOLES PER ROW: 1

ORIFICE AREA: (TOTAL FOR ROW) 0.79 SQ. IN.

ROW SPACING: 0 INCHES

NUMBER OF ROWS: 1

FLOWLINE ELEVATION

AT BOTTOM OF BASIN: 982.0

MAXIMUM PONDING

ELEV. FOR

EXTENDED DETENTION: 984.7

IN COLUMN A. ENTER WATER ELEVATIONS AT 3" INCREMENTS BEGINNING WITH THE ELEVATION ENTERED ABOVE FOR MAXIMUM PONDING ELEVATION FOR EXTENDED DETENTION AND PROCEEDING DOWNWARD TO THE FLOWLINE ELEVATION AT THE BOTTOM OF THE BASIN

IN COLUMN B ENTER THE AREA CORRESPONDING TO THE ELEVATION IN COLUMN A

ENTER THE ELEVATION OF EACH ROW OF HOLES BELOW THE ROW NUMBER ENTER ELEVATION 9999.0 FOR ROWS NOT USED

RESULT IS DISPLAYED AT THE BOTTOM OF COLUMN K

WATER	AVERAGE	AVERAGE	OUTFLOW RA	ATE (CFS)					COMBINED	DRAIN TIME
<b>ELEVATION</b>	AREA (SF)	VOL (CF)	ROW 1	ROW 2	ROW 3	ROW 4	ROW 5	ROW 6	OUTFLOW	(HOURS)
			982.00	9999.00	9999.00	9999.00	9999.00	9999.00		
984.70	6420	1165	0.043	0.000	0.000	0.000	0.000	0.000	0.043	7.50
984.50	5230	1122	0.042	0.000	0.000	0.000	0.000	0.000	0.042	7.50
984.25	3744	750	0.039	0.000	0.000	0.000	0.000	0.000	0.039	5.29
984.00	2257	512	0.037	0.000	0.000	0.000	0.000	0.000	0.037	3.83
983.75	1835	406	0.035	0.000	0.000	0.000	0.000	0.000	0.035	3.25
983.50	1413	300	0.032	0.000	0.000	0.000	0.000	0.000	0.032	2.59
983.25	990	195	0.029	0.000	0.000	0.000	0.000	0.000	0.029	1.84
983.00	568	127	0.026	0.000	0.000	0.000	0.000	0.000	0.026	1.35
982.75	451	98	0.023	0.000	0.000	0.000	0.000	0.000	0.023	1.20
982.50	334	69	0.019	0.000	0.000	0.000	0.000	0.000	0.019	1.03
982.25	217	40	0.013	0.000	0.000	0.000	0.000	0.000	0.013	0.84
982.00	100	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00
								TOTAL DRA	AIN TIME	30.0 hours

MAX. OUTFLOW RATE =

0.23 cfs

## **Weir Report**

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

= 11.43

Monday, May 13 2019

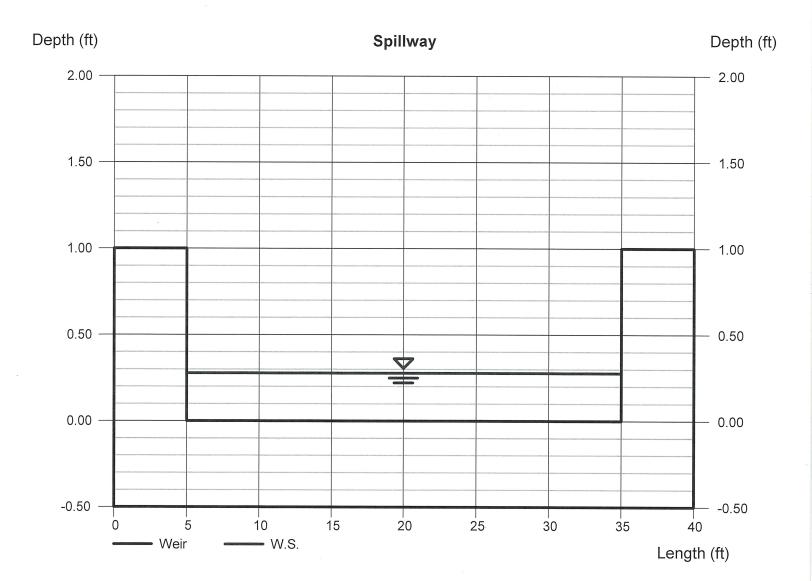
#### **Spillway**

Known Q (cfs)

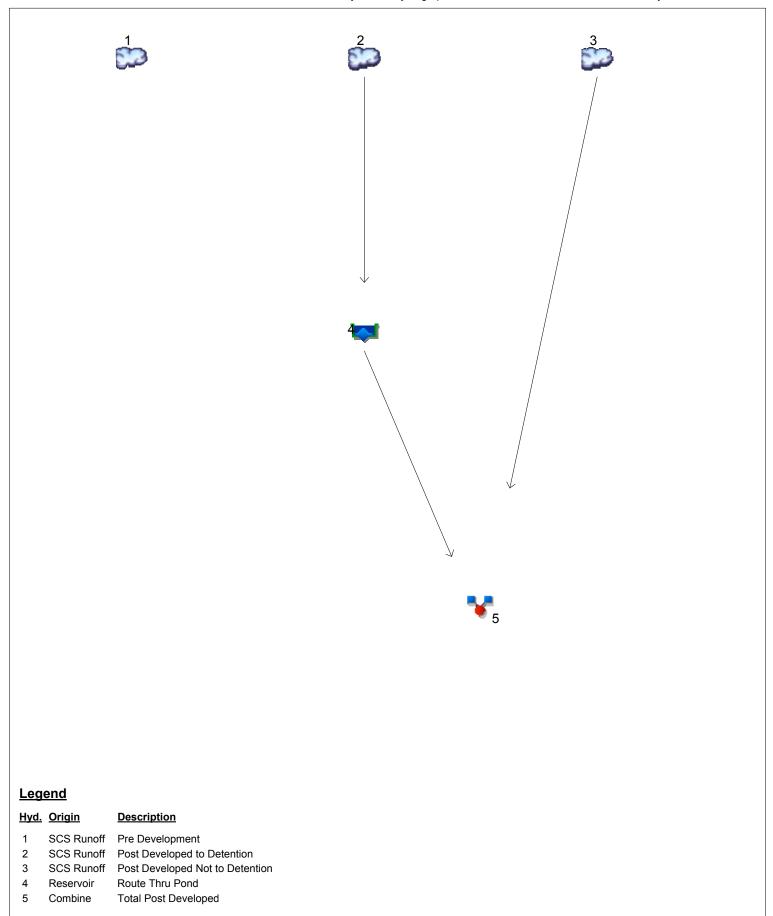
Rectangular Weir
Crest = Broad
Bottom Length (ft) = 30.00
Total Depth (ft) = 1.00

Calculations
Weir Coeff. Cw = 2.60
Compute by: Known Q

Highlighted
Depth (ft) = 0.28
Q (cfs) = 11.43
Area (sqft) = 8.33
Velocity (ft/s) = 1.37
Top Width (ft) = 30.00



Project: 170504 Detention.gpw



Monday, 05 / 13 / 2019

## Hydrograph Return Period Recap Hydraffow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

	Hydrograph	Inflow				Hydrograph					
lo.	type (origin)	hyd(s)	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	Description
1	SCS Runoff			2.032			4.185			7.059	Pre Development
2	SCS Runoff			5.106			7.956			11.43	Post Developed to Detention
3	SCS Runoff			1.316			2.268			3.450	Post Developed Not to Detention
4	Reservoir	2		0.600			1.787			3.631	Route Thru Pond
5	Combine	3, 4		1.437			3.698			5.731	Total Post Developed

Proj. file: 170504 Detention.gpw

Monday, 05 / 13 / 2019

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

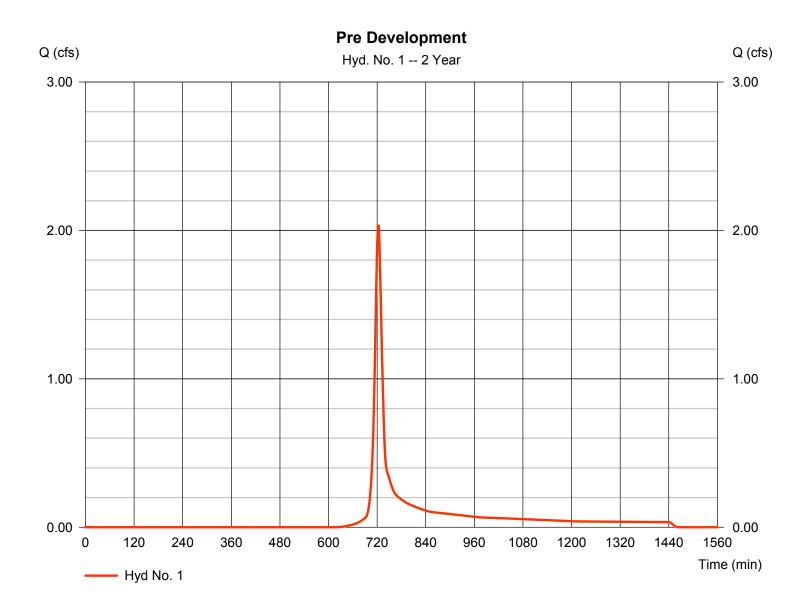
Monday, 05 / 13 / 2019

#### Hyd. No. 1

Pre Development

Hydrograph type = SCS Runoff Peak discharge = 2.032 cfsStorm frequency = 2 yrsTime to peak = 722 min Time interval = 2 min Hyd. volume = 5.851 cuftCurve number Drainage area = 1.270 ac= 75\* Basin Slope = 0.0 %Hydraulic length = 0 ftTime of conc. (Tc) Tc method = TR55 = 14.90 min Total precip. Distribution = Type II = 3.50 inShape factor Storm duration = 24 hrs = 484

<sup>\*</sup> Composite (Area/CN) = [(1.240 x 74) + (0.030 x 98)] / 1.270



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

**Hyd. No. 1**Pre Development

<u>Description</u>	<u>A</u>		<u>B</u>		<u>C</u>		<u>Totals</u>
Sheet Flow Manning's n-value Flow length (ft) Two-year 24-hr precip. (in) Land slope (%)	= 0.240 = 100.0 = 3.50 = 2.00		0.011 0.0 0.00 0.00		0.011 0.0 0.00 0.00		
Travel Time (min)	= 13.64	+	0.00	+	0.00	=	13.64
Shallow Concentrated Flow Flow length (ft) Watercourse slope (%) Surface description Average velocity (ft/s)	= 230.00 = 3.50 = Unpaved =3.02	d	0.00 0.00 Paved 0.00		0.00 0.00 Paved 0.00		
Travel Time (min)	= 1.27	+	0.00	+	0.00	=	1.27
Channel Flow							
X sectional flow area (sqft) Wetted perimeter (ft) Channel slope (%) Manning's n-value Velocity (ft/s)	= 0.00 = 0.00 = 0.00 = 0.015 =0.00		0.00 0.00 0.00 0.015 0.00		0.00 0.00 0.00 0.015		
Wetted perimeter (ft) Channel slope (%) Manning's n-value	= 0.00 = 0.00 = 0.015		0.00 0.00 0.015		0.00 0.00 0.015		
Wetted perimeter (ft) Channel slope (%) Manning's n-value Velocity (ft/s)	= 0.00 = 0.00 = 0.015 =0.00	+	0.00 0.00 0.015 0.00	+	0.00 0.00 0.015 0.00	=	0.00

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

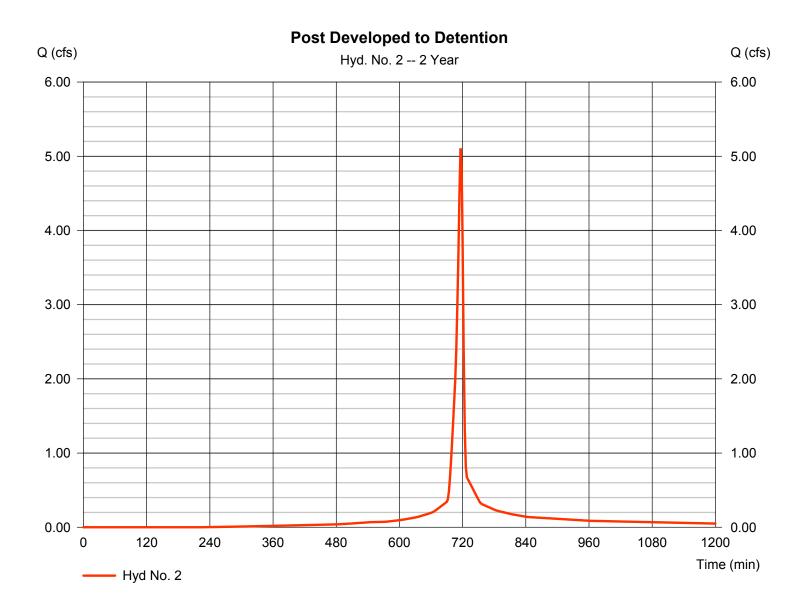
Monday, 05 / 13 / 2019

#### Hyd. No. 2

#### Post Developed to Detention

Hydrograph type = SCS Runoff Peak discharge = 5.106 cfsStorm frequency Time to peak = 716 min = 2 yrsTime interval = 2 min Hyd. volume = 10.982 cuft Curve number Drainage area = 1.180 ac= 93\* Basin Slope = 0.0 %Hydraulic length = 0 ftTime of conc. (Tc) = 3.10 min Tc method = TR55 Total precip. Distribution = Type II = 3.50 inShape factor Storm duration = 24 hrs = 484

<sup>\*</sup> Composite (Area/CN) = [(0.760 x 98) + (0.120 x 80) + (0.090 x 98) + (0.210 x 80)] / 1.180



## **TR55 Tc Worksheet**

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

**Hyd. No. 2**Post Developed to Detention

<u>Description</u>	<u>A</u>		<u>B</u>		<u>C</u>		<u>Totals</u>
Sheet Flow Manning's n-value Flow length (ft) Two-year 24-hr precip. (in) Land slope (%)	= 0.011 = 100.0 = 3.50 = 1.00		0.011 0.0 0.00 0.00		0.011 0.0 0.00 0.00		
Travel Time (min)	= 1.53	+	0.00	+	0.00	=	1.53
Shallow Concentrated Flow Flow length (ft) Watercourse slope (%) Surface description Average velocity (ft/s)	= 190.00 = 1.00 = Paved =2.03		0.00 0.00 Paved 0.00		0.00 0.00 Paved 0.00		
Travel Time (min)	= 1.56	+	0.00	+	0.00	=	1.56
Channel Flow X sectional flow area (sqft) Wetted perimeter (ft) Channel slope (%) Manning's n-value Velocity (ft/s)	= 0.00 = 0.00 = 0.00 = 0.015 =0.00		0.00 0.00 0.00 0.015 0.00		0.00 0.00 0.00 0.015		
Flow length (ft)	({0})0.0		0.0		0.0		
Travel Time (min)	= 0.00	+	0.00	+	0.00	=	0.00
Total Travel Time, Tc							

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

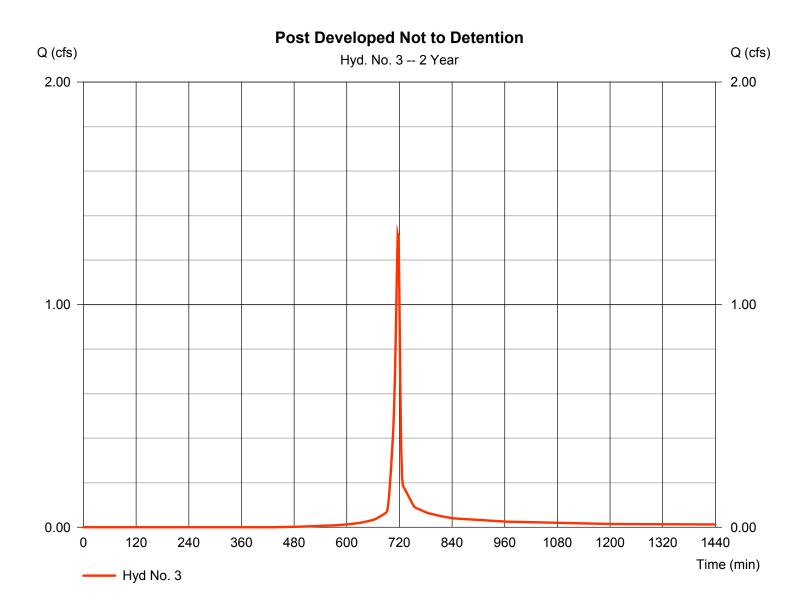
Monday, 05 / 13 / 2019

#### Hyd. No. 3

Post Developed Not to Detention

Hydrograph type = SCS Runoff Peak discharge = 1.316 cfsStorm frequency Time to peak = 716 min = 2 yrsTime interval = 2 min Hyd. volume = 2.676 cuftCurve number Drainage area = 0.390 ac= 85\* Basin Slope = 0.0 %Hydraulic length = 0 ftTc method Time of conc. (Tc) = 6.50 min = TR55 Total precip. Distribution = Type II = 3.50 inStorm duration = 24 hrs Shape factor = 484

<sup>\*</sup> Composite (Area/CN) =  $[(0.100 \times 98) + (0.290 \times 80)] / 0.390$ 



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

**Hyd. No. 3**Post Developed Not to Detention

<u>Description</u>	<u>A</u>		<u>B</u>		<u>C</u>		<u>Totals</u>
Sheet Flow Manning's n-value Flow length (ft) Two-year 24-hr precip. (in) Land slope (%)	= 0.150 = 100.0 = 3.50 = 5.00		0.011 0.0 0.00 0.00		0.011 0.0 0.00 0.00		
Travel Time (min)	= 6.49	+	0.00	+	0.00	=	6.49
Shallow Concentrated Flow Flow length (ft) Watercourse slope (%) Surface description Average velocity (ft/s)	= 0.00 = 0.00 = Paved =0.00		0.00 0.00 Paved 0.00		0.00 0.00 Paved 0.00		
Travel Time (min)	= 0.00	+	0.00	+	0.00	=	0.00
Channel Flow X sectional flow area (sqft) Wetted perimeter (ft) Channel slope (%) Manning's n-value Velocity (ft/s)	= 0.00 = 0.00 = 0.00 = 0.015 =0.00		0.00 0.00 0.00 0.015		0.00 0.00 0.00 0.015		
X sectional flow area (sqft) Wetted perimeter (ft) Channel slope (%) Manning's n-value	= 0.00 = 0.00 = 0.015		0.00 0.00 0.015		0.00 0.00 0.015		
X sectional flow area (sqft) Wetted perimeter (ft) Channel slope (%) Manning's n-value Velocity (ft/s)	= 0.00 = 0.00 = 0.015 =0.00	+	0.00 0.00 0.015 0.00	+	0.00 0.00 0.015 0.00	=	0.00

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

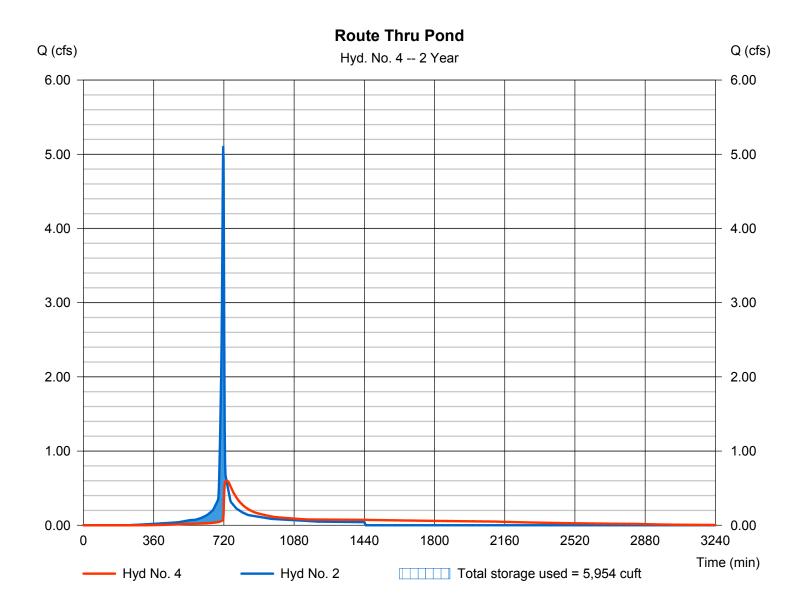
Monday, 05 / 13 / 2019

#### Hyd. No. 4

Route Thru Pond

Hydrograph type = Reservoir Peak discharge = 0.600 cfsStorm frequency Time to peak = 734 min = 2 yrsTime interval = 2 min Hyd. volume = 10,939 cuft= 2 - Post Developed to DetentiolMax. Elevation Inflow hyd. No. = 984.90 ft= DETENTION POND Reservoir name Max. Storage = 5,954 cuft

Storage Indication method used.



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Monday, 05 / 13 / 2019

#### Pond No. 1 - DETENTION POND

#### **Pond Data**

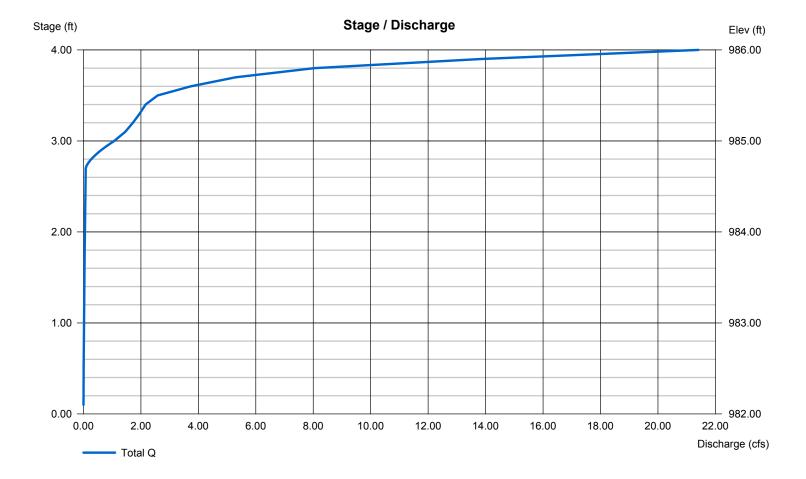
Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 982.00 ft

#### Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	982.00	100	0	0
1.00	983.00	568	302	302
2.00	984.00	2,257	1,319	1,621
2.70	984.70	6,420	2,913	4,534
3.00	985.00	8,203	2,188	6,721
4.00	986.00	11,812	9,952	16,673

#### **Culvert / Orifice Structures Weir Structures** [A] [B] [C] [PrfRsr] [A] [B] [C] [D] 4.00 0.00 = 6.28 30.00 Rise (in) = 15.00 1.00 Crest Len (ft) 0.00 0.00 Span (in) = 15.00 21.00 0.00 1.00 Crest El. (ft) = 985.45 985.75 0.00 0.00 No. Barrels Weir Coeff. = 3.332.60 3.33 3.33 Invert El. (ft) = 975.32 984.70 0.00 982.00 Weir Type = 1 Broad Length (ft) = 60.850.00 0.00 1.00 Multi-Stage = Yes No No No Slope (%) = 2.000.00 0.00 n/a N-Value = .013 .013 .013 n/a = 0.600.60 0.60 0.60 Exfil.(in/hr) = 0.000 (by Wet area) Orifice Coeff. Multi-Stage = n/aYes No Yes TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



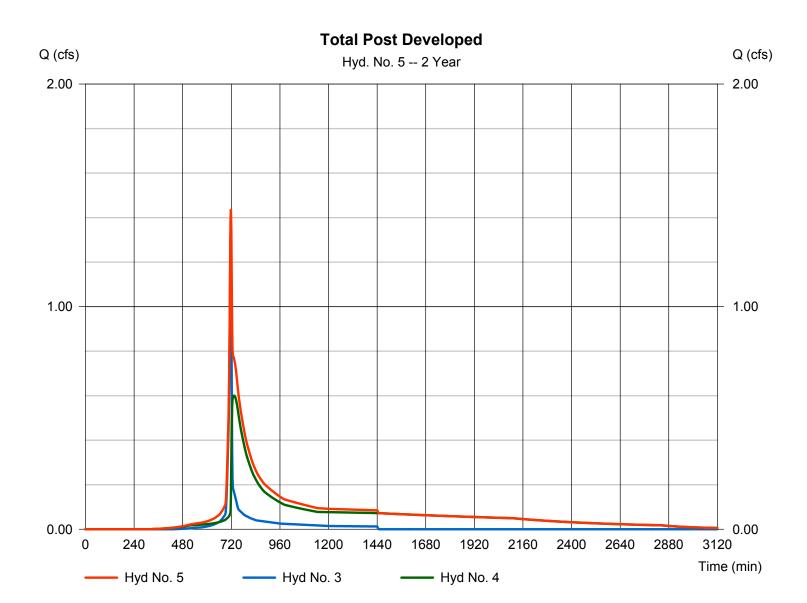
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Monday, 05 / 13 / 2019

#### Hyd. No. 5

**Total Post Developed** 

Hydrograph type = Combine Peak discharge = 1.437 cfsStorm frequency = 2 yrsTime to peak = 718 min Time interval = 2 min Hyd. volume = 13,615 cuft Inflow hyds. Contrib. drain. area = 0.390 ac= 3, 4



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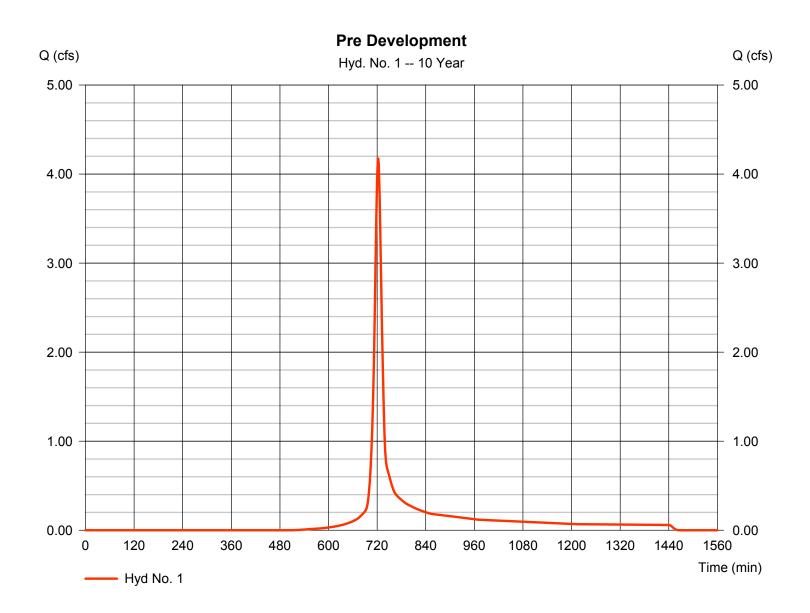
Monday, 05 / 13 / 2019

#### Hyd. No. 1

Pre Development

Hydrograph type = SCS Runoff Peak discharge = 4.185 cfsStorm frequency = 10 yrsTime to peak = 722 min Time interval = 2 min Hyd. volume = 11.742 cuft Drainage area = 1.270 acCurve number = 75\* Basin Slope = 0.0 %Hydraulic length = 0 ftTime of conc. (Tc) Tc method = TR55  $= 14.90 \, \text{min}$ Total precip. = 5.20 inDistribution = Type II Shape factor Storm duration = 484 = 24 hrs

<sup>\*</sup> Composite (Area/CN) = [(1.240 x 74) + (0.030 x 98)] / 1.270



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

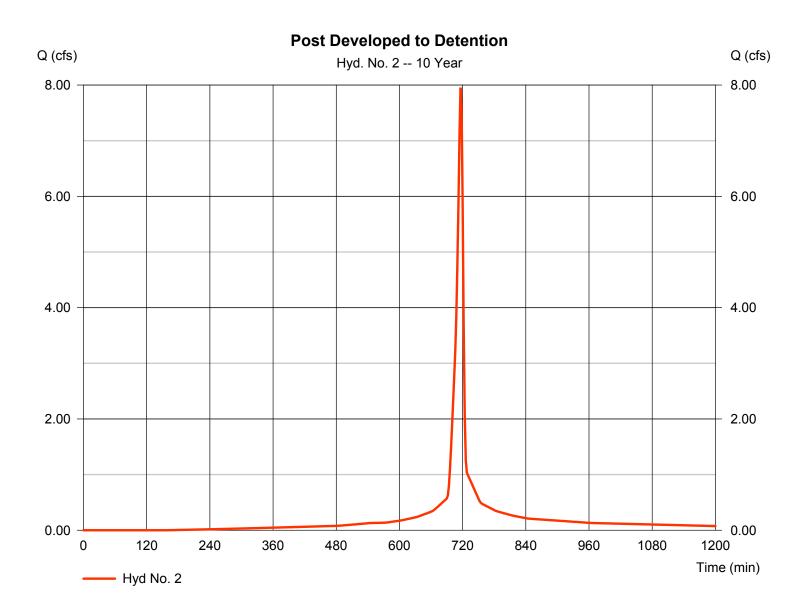
Monday, 05 / 13 / 2019

#### Hyd. No. 2

#### Post Developed to Detention

Hydrograph type = SCS Runoff Peak discharge = 7.956 cfsStorm frequency = 10 yrsTime to peak = 716 min Time interval = 2 min Hyd. volume = 17.647 cuft Curve number Drainage area = 1.180 ac= 93\* Basin Slope = 0.0 %Hydraulic length = 0 ftTc method Time of conc. (Tc) = 3.10 min = TR55 Total precip. = 5.20 inDistribution = Type II Shape factor Storm duration = 24 hrs = 484

<sup>\*</sup> Composite (Area/CN) = [(0.760 x 98) + (0.120 x 80) + (0.090 x 98) + (0.210 x 80)] / 1.180



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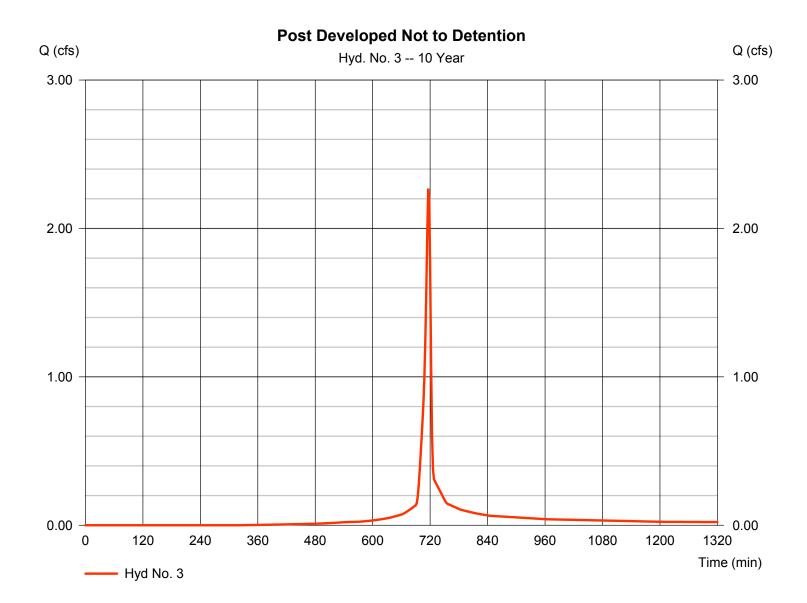
Monday, 05 / 13 / 2019

#### Hyd. No. 3

Post Developed Not to Detention

Hydrograph type = SCS Runoff Peak discharge = 2.268 cfsStorm frequency = 10 yrsTime to peak = 716 min Time interval = 2 min Hyd. volume = 4,716 cuftCurve number Drainage area = 0.390 ac= 85\* Basin Slope = 0.0 %Hydraulic length = 0 ftTime of conc. (Tc) = 6.50 min Tc method = TR55 Total precip. = 5.20 inDistribution = Type II Shape factor Storm duration = 24 hrs = 484

<sup>\*</sup> Composite (Area/CN) =  $[(0.100 \times 98) + (0.290 \times 80)] / 0.390$ 



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

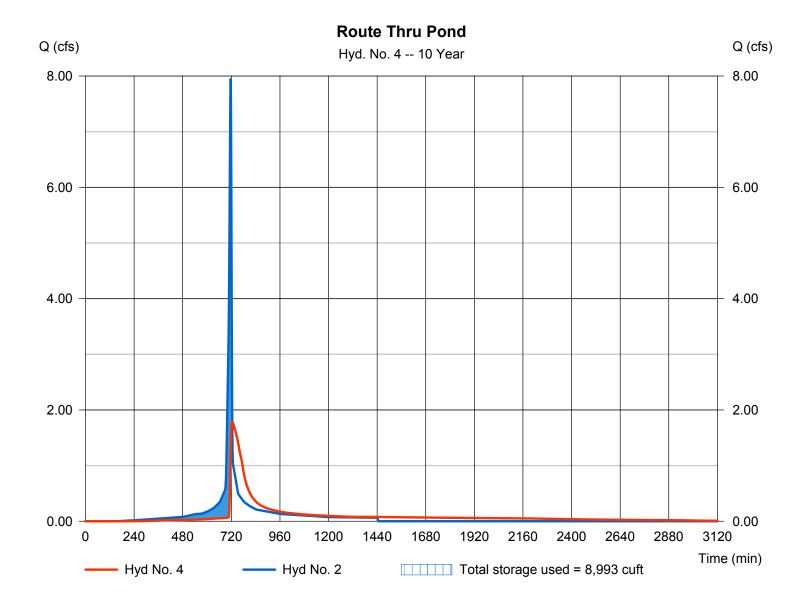
Monday, 05 / 13 / 2019

#### Hyd. No. 4

Route Thru Pond

Hydrograph type = Reservoir Peak discharge = 1.787 cfsStorm frequency = 10 yrsTime to peak = 724 min Time interval = 2 min Hyd. volume = 17,603 cuft= 2 - Post Developed to DetentiolMax. Elevation Inflow hyd. No. = 985.23 ft= DETENTION POND Reservoir name Max. Storage = 8,993 cuft

Storage Indication method used.



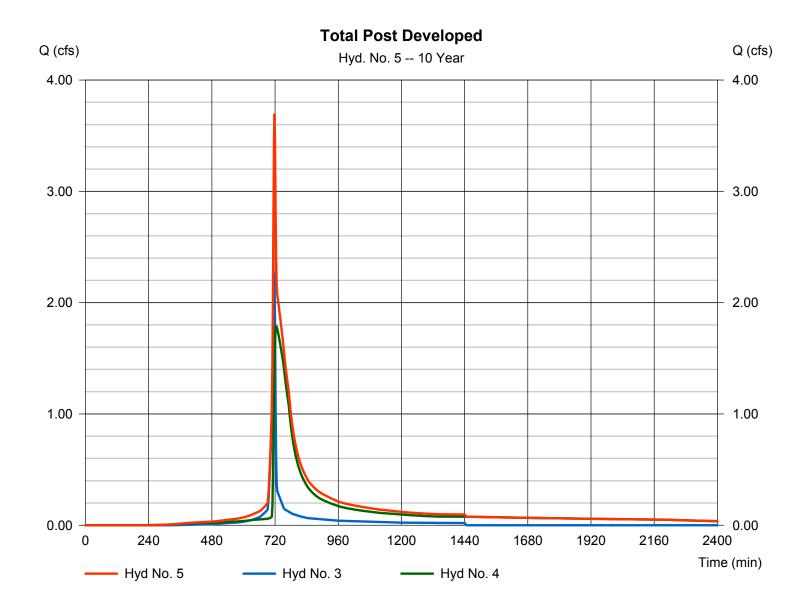
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Monday, 05 / 13 / 2019

#### Hyd. No. 5

**Total Post Developed** 

Hydrograph type = Combine Peak discharge = 3.698 cfsStorm frequency Time to peak = 10 yrs= 718 min Time interval = 2 min Hyd. volume = 22,319 cuft Inflow hyds. Contrib. drain. area = 0.390 ac= 3, 4



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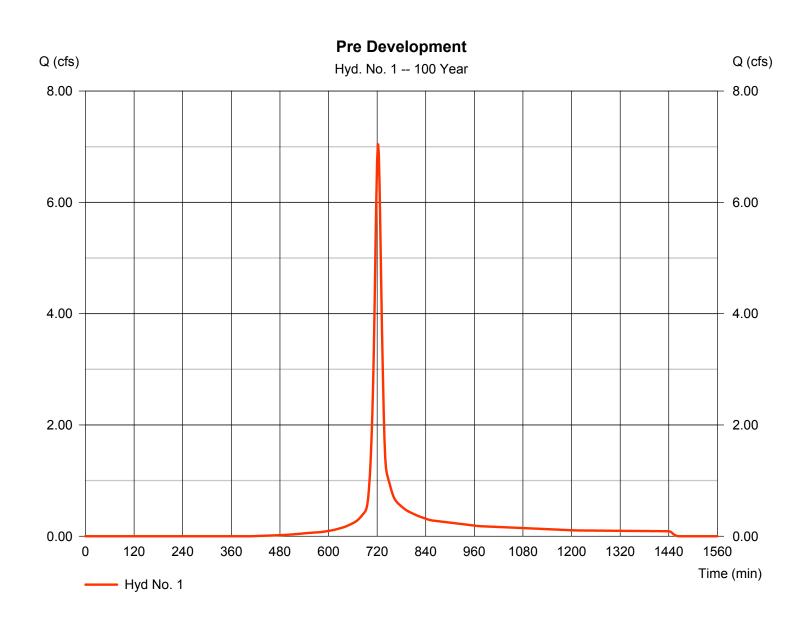
Monday, 05 / 13 / 2019

#### Hyd. No. 1

Pre Development

= 7.059 cfsHydrograph type = SCS Runoff Peak discharge Storm frequency = 100 yrsTime to peak = 722 min Time interval = 2 min Hyd. volume = 19.844 cuft = 1.270 acCurve number Drainage area = 75\* Basin Slope = 0.0 %Hydraulic length = 0 ftTc method Time of conc. (Tc) = TR55 = 14.90 min Total precip. = 7.30 inDistribution = Type II Shape factor Storm duration = 24 hrs = 484

<sup>\*</sup> Composite (Area/CN) = [(1.240 x 74) + (0.030 x 98)] / 1.270



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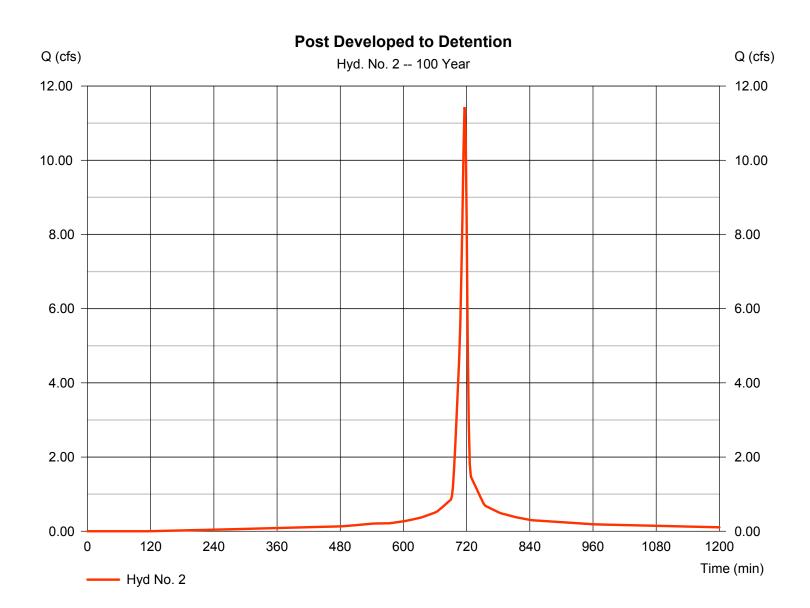
Monday, 05 / 13 / 2019

#### Hyd. No. 2

Post Developed to Detention

Hydrograph type = SCS Runoff Peak discharge = 11.43 cfsStorm frequency = 100 yrsTime to peak = 716 min Time interval = 2 min Hyd. volume = 25.975 cuft Curve number Drainage area = 1.180 ac= 93\* Basin Slope = 0.0 %Hydraulic length = 0 ftTc method Time of conc. (Tc) = 3.10 min = TR55 Total precip. = 7.30 inDistribution = Type II Shape factor Storm duration = 24 hrs = 484

<sup>\*</sup> Composite (Area/CN) = [(0.760 x 98) + (0.120 x 80) + (0.090 x 98) + (0.210 x 80)] / 1.180



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

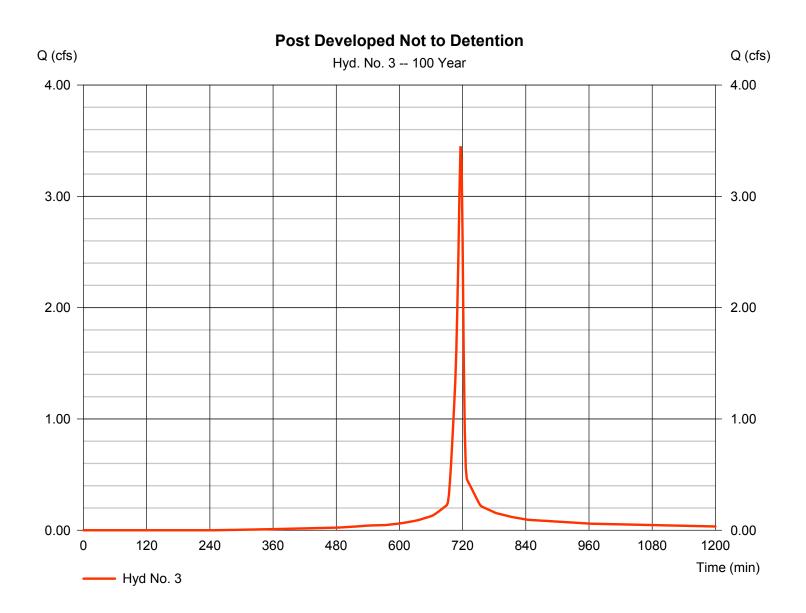
Monday, 05 / 13 / 2019

#### Hyd. No. 3

Post Developed Not to Detention

Hydrograph type = SCS Runoff Peak discharge = 3.450 cfsStorm frequency = 100 yrsTime to peak = 716 min Time interval = 2 min Hyd. volume = 7.353 cuftCurve number Drainage area = 0.390 ac= 85\* Basin Slope = 0.0 %Hydraulic length = 0 ftTc method Time of conc. (Tc) = 6.50 min = TR55 Total precip. = 7.30 inDistribution = Type II Storm duration = 24 hrs Shape factor = 484

<sup>\*</sup> Composite (Area/CN) =  $[(0.100 \times 98) + (0.290 \times 80)] / 0.390$ 



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

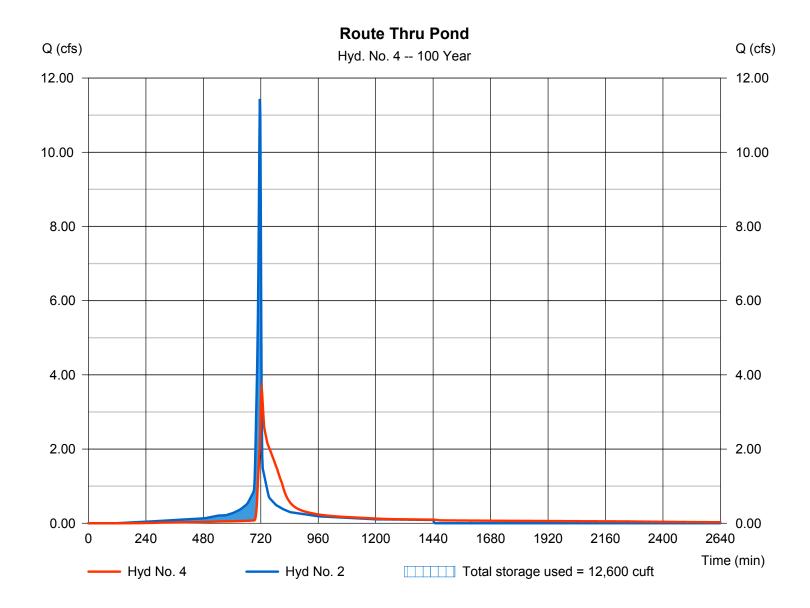
Monday, 05 / 13 / 2019

#### Hyd. No. 4

Route Thru Pond

Hydrograph type = Reservoir Peak discharge = 3.631 cfsStorm frequency Time to peak = 724 min = 100 yrsTime interval = 2 min Hyd. volume = 25,932 cuft = 2 - Post Developed to DetentiolMax. Elevation Inflow hyd. No. = 985.59 ft= DETENTION POND Reservoir name Max. Storage = 12,600 cuft

Storage Indication method used.



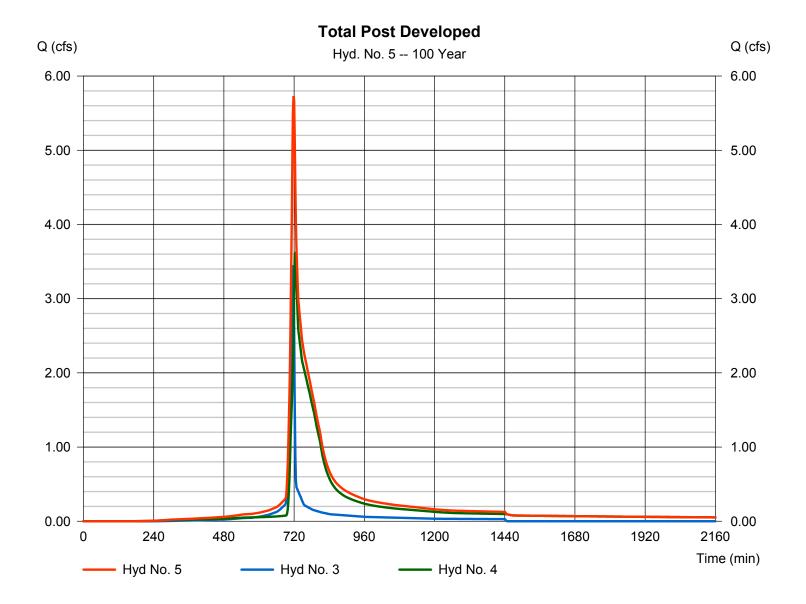
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Monday, 05 / 13 / 2019

#### Hyd. No. 5

**Total Post Developed** 

Hydrograph type = Combine Peak discharge = 5.731 cfsStorm frequency = 100 yrsTime to peak = 718 min Time interval = 2 min Hyd. volume = 33,284 cuft Inflow hyds. Contrib. drain. area = 3, 4= 0.390 ac



# **Hydraflow Rainfall Report**

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Monday, 05 / 13 / 2019

Return Period	Intensity-Duration-Frequency Equation Coefficients (FHA)							
(Yrs)	В	D	E	(N/A)				
1	97.4891	21.4000	0.9996					
2	45.6810	10.9000	0.7723					
3	0.0000	0.0000	0.0000					
5	41.0993	9.2000	0.7134					
10	104.6537	15.4000	0.8832					
25	130.7578	16.9000	0.8935					
50	97.9050	14.1000	0.8019					
100	140.8789	15.4000	0.8548					

File name: Kansas City IDF.IDF

#### Intensity = $B / (Tc + D)^E$

Return												
Period (Yrs)	5 min	10	15	20	25	30	35	40	45	50	55	60
1	3.70	3.11	2.68	2.36	2.10	1.90	1.73	1.59	1.47	1.37	1.28	1.20
2	5.39	4.37	3.70	3.23	2.88	2.60	2.38	2.20	2.04	1.91	1.80	1.70
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6.19	4.99	4.23	3.70	3.31	3.00	2.75	2.55	2.38	2.24	2.11	2.00
10	7.30	6.01	5.13	4.48	3.99	3.60	3.28	3.02	2.80	2.61	2.44	2.30
25	8.29	6.90	5.93	5.20	4.65	4.20	3.84	3.53	3.28	3.06	2.87	2.70
50	9.19	7.63	6.56	5.78	5.18	4.70	4.31	3.99	3.72	3.48	3.28	3.10
100	10.70	8.87	7.61	6.68	5.97	5.40	4.94	4.56	4.23	3.95	3.71	3.50

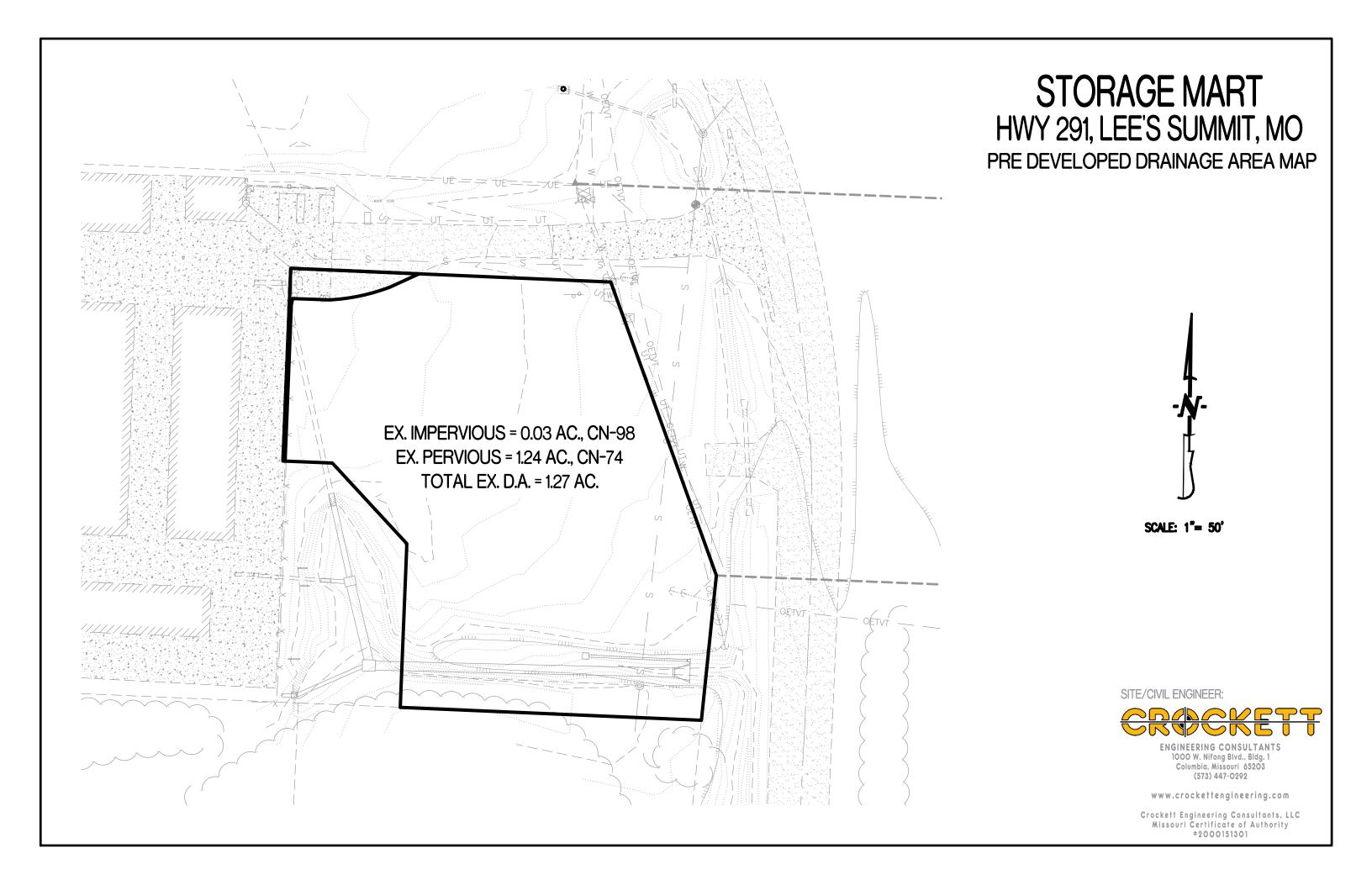
Tc = time in minutes. Values may exceed 60.

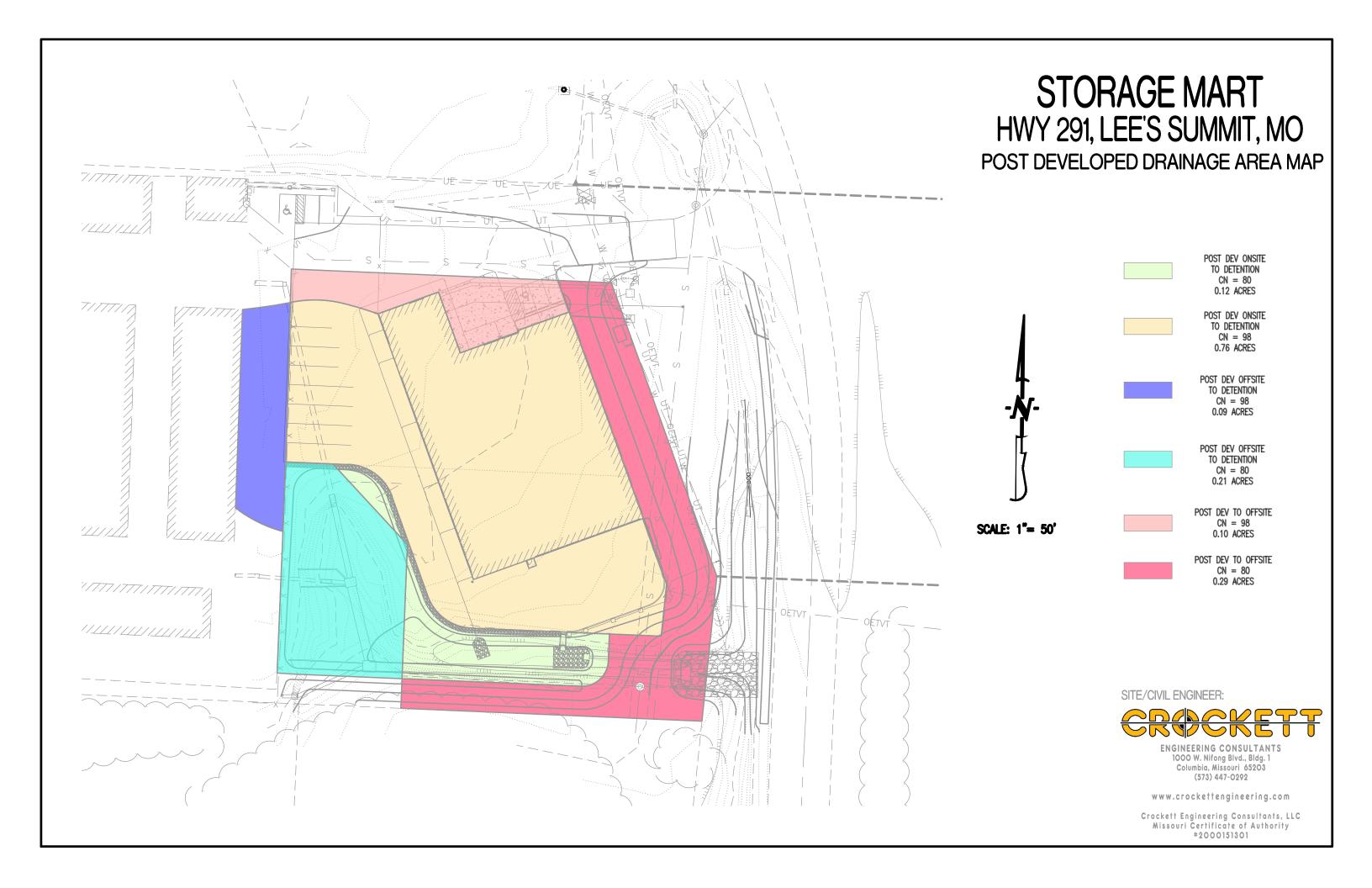
ame: Y:\2017\170504- Storage Mart- Hwy 291, Lee's Summit, MO\Civil\Engineering Calcs\Kansas City Storm Data.pcp

	Rainfall Precipitation Table (in)								
Storm Distribution	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
SCS 24-hour	3.00	3.50	0.00	4.50	5.20	5.90	6.60	7.30	
SCS 6-Hr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Huff-1st	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Custom	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

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**VRCS** 

Natural Resources Conservation Service A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

# Custom Soil Resource Report for Jackson County, Missouri



# **Preface**

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2 053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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# **How Soil Surveys Are Made**

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



#### MAP LEGEND

#### Area of Interest (AOI)

Area of Interest (AOI)

#### Soils

Soil Map Unit Polygons

-

Soil Map Unit Lines

Soil Map Unit Points

#### **Special Point Features**

(9)

Blowout

 $\boxtimes$ 

Borrow Pit

Ж

Clay Spot

Gravel Pit

 $\wedge$ 

Closed Depression

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.

Gravelly Spot

0

Landfill

٨.

Lava Flow

Marsh or swamp

@

Mine or Quarry

0

Miscellaneous Water
Perennial Water

0

Rock Outcrop

\_\_\_

Saline Spot

. .

Sandy Spot

Severely Eroded Spot

Sinkhole

D<sub>1</sub> 5

Ø

Slide or Slip Sodic Spot 8

Spoil Area Stony Spot

B B

Very Stony Spot

87

Wet Spot Other

Δ

Special Line Features

#### Water Features

\_

Streams and Canals

#### Transportation

ansp

Rails

~

Interstate Highways

US Routes

 $\sim$ 

Major Roads

~

Local Roads

#### Background

The same

Aerial Photography

#### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24.000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Jackson County, Missouri Survey Area Data: Version 18, Sep 16, 2017

Soil map units are labeled (as space allows) for map scales 1:50.000 or larger.

Date(s) aerial images were photographed: Jun 11, 2017—Sep 22, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# **Map Unit Legend**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
10082	Arisburg-Urban land complex, 1 to 5 percent slopes	0.0	0.9%
10180	Udarents-Urban land-Sampsel complex, 2 to 5 percent slopes	2.0	99.1%
Totals for Area of Interest	,	2.0	100.0%

# **Map Unit Descriptions**

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the

development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An association is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

#### **Jackson County, Missouri**

#### 10082—Arisburg-Urban land complex, 1 to 5 percent slopes

#### **Map Unit Setting**

National map unit symbol: 2w7ld Elevation: 750 to 1,130 feet

Mean annual precipitation: 39 to 45 inches Mean annual air temperature: 50 to 55 degrees F

Frost-free period: 177 to 220 days

Farmland classification: All areas are prime farmland

#### **Map Unit Composition**

Arisburg and similar soils: 61 percent

Urban land: 30 percent Minor components: 9 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Arisburg**

#### Setting

Landform: Interfluves

Landform position (two-dimensional): Summit Landform position (three-dimensional): Interfluve

Down-slope shape: Convex Across-slope shape: Convex Parent material: Loess

#### Typical profile

Ap - 0 to 6 inches: silt loam A - 6 to 13 inches: silt loam

Bt - 13 to 19 inches: silty clay loam Btg - 19 to 56 inches: silty clay loam BCg - 56 to 79 inches: silty clay loam

#### **Properties and qualities**

Slope: 1 to 5 percent

Depth to restrictive feature: More than 80 inches Natural drainage class: Somewhat poorly drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20

to 0.60 in/hr)

Depth to water table: About 18 to 30 inches

Frequency of flooding: None Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0

mmhos/cm)

Available water storage in profile: High (about 11.5 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: C

Ecological site: Loess Upland Prairie (R107BY007MO)

Hydric soil rating: No

#### **Description of Urban Land**

#### Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8

Hydric soil rating: No

#### **Minor Components**

#### **Sharpsburg**

Percent of map unit: 3 percent

Landform: Ridges

Landform position (two-dimensional): Summit Landform position (three-dimensional): Interfluve

Down-slope shape: Linear Across-slope shape: Linear

Ecological site: Loess Upland Prairie (R109XY002MO)

Hydric soil rating: No

#### Sampsel

Percent of map unit: 3 percent

Landform: Hills

Landform position (two-dimensional): Backslope Landform position (three-dimensional): Side slope

Down-slope shape: Convex Across-slope shape: Concave

Ecological site: Interbedded Sedimentary Upland Savanna (R109XY010MO)

Hydric soil rating: Yes

#### Greenton

Percent of map unit: 3 percent

Landform: Hillslopes

Landform position (two-dimensional): Shoulder Landform position (three-dimensional): Side slope

Down-slope shape: Convex Across-slope shape: Convex

Ecological site: Loess Upland Prairie (R109XY002MO)

Hydric soil rating: No

#### 10180—Udarents-Urban land-Sampsel complex, 2 to 5 percent slopes

#### **Map Unit Setting**

National map unit symbol: 1n85h

Elevation: 600 to 900 feet

Mean annual precipitation: 33 to 43 inches Mean annual air temperature: 50 to 57 degrees F

Frost-free period: 175 to 220 days

Farmland classification: All areas are prime farmland

#### **Map Unit Composition**

Udarents and similar soils: 41 percent

Urban land: 39 percent

Sampsel and similar soils: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Udarents**

#### Setting

Landform position (two-dimensional): Summit Landform position (three-dimensional): Crest

Down-slope shape: Convex Across-slope shape: Convex

Parent material: Mine spoil or earthy fill

#### Typical profile

C1 - 0 to 5 inches: silt loam C2 - 5 to 80 inches: silty clay loam

#### Properties and qualities

Slope: 2 to 5 percent

Depth to restrictive feature: More than 80 inches Natural drainage class: Somewhat poorly drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to

moderately high (0.14 to 0.57 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0

mmhos/cm)

Available water storage in profile: Moderate (about 9.0 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: C

Ecological site: Deep Loess Upland Prairie (R107BY002MO)

Other vegetative classification: Mixed/Transitional (Mixed Native Vegetation)

Hydric soil rating: No

#### **Description of Urban Land**

#### Setting

Landform: Interfluves

Landform position (two-dimensional): Summit Landform position (three-dimensional): Interfluve

Across-slope shape: Convex

#### Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8

Hydric soil rating: No

#### **Description of Sampsel**

#### Setting

Landform: Hillslopes

Landform position (two-dimensional): Footslope Landform position (three-dimensional): Base slope

Down-slope shape: Concave Across-slope shape: Convex

Parent material: Residuum weathered from shale

#### **Typical profile**

Ap - 0 to 13 inches: silty clay loam Bt - 13 to 80 inches: silty clay

#### Properties and qualities

Slope: 2 to 5 percent

Depth to restrictive feature: More than 80 inches Natural drainage class: Somewhat poorly drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to

moderately high (0.06 to 0.20 in/hr)

Depth to water table: About 0 to 18 inches

Frequency of flooding: None Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0

mmhos/cm)

Available water storage in profile: Moderate (about 8.6 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: C/D

Ecological site: Wet Footslope Prairie (R112XY041MO)

Other vegetative classification: Grass/Prairie (Herbaceous Vegetation)

Hydric soil rating: No

# Soil Information for All Uses

## Soil Reports

The Soil Reports section includes various formatted tabular and narrative reports (tables) containing data for each selected soil map unit and each component of each unit. No aggregation of data has occurred as is done in reports in the Soil Properties and Qualities and Suitabilities and Limitations sections.

The reports contain soil interpretive information as well as basic soil properties and qualities. A description of each report (table) is included.

#### **Water Features**

This folder contains tabular reports that present soil hydrology information. The reports (tables) include all selected map units and components for each map unit. Water Features include ponding frequency, flooding frequency, and depth to water table.

### **Hydrologic Soil Group and Surface Runoff**

This table gives estimates of various soil water features. The estimates are used in land use planning that involves engineering considerations.

*Hydrologic soil groups* are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The four hydrologic soil groups are:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or

soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas.

Surface runoff refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based on slope, climate, and vegetative cover. The concept indicates relative runoff for very specific conditions. It is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal. The classes are negligible, very low, low, medium, high, and very high.

#### Report—Hydrologic Soil Group and Surface Runoff

Absence of an entry indicates that the data were not estimated. The dash indicates no documented presence.

Hydrologic Soil Group and Surface Runoff–Jackson County, Missouri							
Map symbol and soil name	Pct. of map unit	Surface Runoff	Hydrologic Soil Group				
10082—Arisburg-Urban land complex, 1 to 5 percent slopes							
Arisburg	61	_	С				
Urban land	30	_	_				
10180—Udarents-Urban land-Sampsel complex, 2 to 5 percent slopes							
Udarents	41	Very high	С				
Urban land	39	_	_				
Sampsel	15	Very high	C/D				

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American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

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United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2 053374

United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2\_054242

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# ROUSE FRETS WHITE GOSS GENTILE RHODES, P.C.

GREG L. MUSIL gmusil@rousepc.com g13.647.7963

February 15, 2019

VIA U.S. MAIL

Cheddington Homeowners Association Attn: Mike Gallagher, President 3925 SW Chartwell Ct. Lee's Summit, MO 64082

Re: New TKG-KC, LLC / 3924 and 3930 SW Raintree Drive

Dear Property Owner:

This office represents New TKG-KC, LLC in connection with the proposed development of the vacant property located at 3924 and 3930 SW Raintree Drive. We would like to present our proposed plan at a neighborhood meeting on Tuesday, February 26, 2019 from 7:00 p.m. to 8:00 p.m. The meeting will be held at the Cheddington Neighborhood Club House, 3951 Southwest Cheddington Drive, Lee's Summit, Missouri. Enclosed is a copy of our proposed site plan.

We anticipate the Rezoning and Preliminary Development Plan and Special Use Permit applications will be heard by the Plan Commission on Monday, March 28, 2019 at 5:00 p.m., Lee's Summit City Hall, Council Chambers.

We look forward to seeing you at the meeting to answer any questions you may have about our project.

Very truly yours,

Greg L. Musil

GLM:jjw Enclosure

cc: Mr. Weyen Burnam (via e-mail)

Mr. Mike Weisneborn, City of Lee's Summit (via e-mail)

# ROUSE FRETS WHITE GOSS GENTILE RHODES, P.C.

GREG L. MUSIL gmusil@rousepc.com 913.647.7963

February 15, 2019

VIA U.S. MAIL

CABRA PROPERTIES LLC 13613 S. US 71 Hwy Grandview, MO 64030

Re: New TKG-KC, LLC / 3924 and 3930 SW Raintree Drive

Dear Property Owner:

This office represents New TKG-KC, LLC in connection with the proposed development of the vacant property located at 3924 and 3930 SW Raintree Drive. We would like to present our proposed plan at a neighborhood meeting on Tuesday, February 26, 2019 from 7:00 p.m. to 8:00 p.m. The meeting will be held at the Cheddington Neighborhood Club House, 3951 Southwest Cheddington Drive, Lee's Summit, Missouri. Enclosed is a copy of our proposed site plan.

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cc: Mr. Weyen Burnam (via e-mail)

Mr. Mike Weisneborn, City of Lee's Summit (via e-mail)

# ROUSE FRETS WHITE GOSS GENTILE RHODES, P.C.

GREG L. MUSIL gmusil@rousepc.com 913.647.7963

February 15, 2019

VIA U.S. MAIL

NEW TKG-KC LLC 215 N. Stadium Blvd., Ste. 207 Columbia, MO 65205

Re: New TKG-KC, LLC / 3924 and 3930 SW Raintree Drive

Dear Property Owner:

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Mr. Weyen Burnam (via e-mail)

Mr. Mike Weisneborn, City of Lee's Summit (via e-mail)

# ROUSE FRETS WHITE GOSS GENTILE RHODES, P.C.

GREG L. MUSIL gmusil@rousepc.com 913.647.7963

February 15, 2019

VIA U.S. MAIL

ABKC REAL ESTATE LLC 11300 Tomahawk Creek Pkwy, Ste. 100 Leawood, KS 66211

Re: New TKG-KC, LLC / 3924 and 3930 SW Raintree Drive

Dear Property Owner:

This office represents New TKG-KC, LLC in connection with the proposed development of the vacant property located at 3924 and 3930 SW Raintree Drive. We would like to present our proposed plan at a neighborhood meeting on Tuesday, February 26, 2019 from 7:00 p.m. to 8:00 p.m. The meeting will be held at the Cheddington Neighborhood Club House, 3951 Southwest Cheddington Drive, Lee's Summit, Missouri. Enclosed is a copy of our proposed site plan.

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Very truly yours,

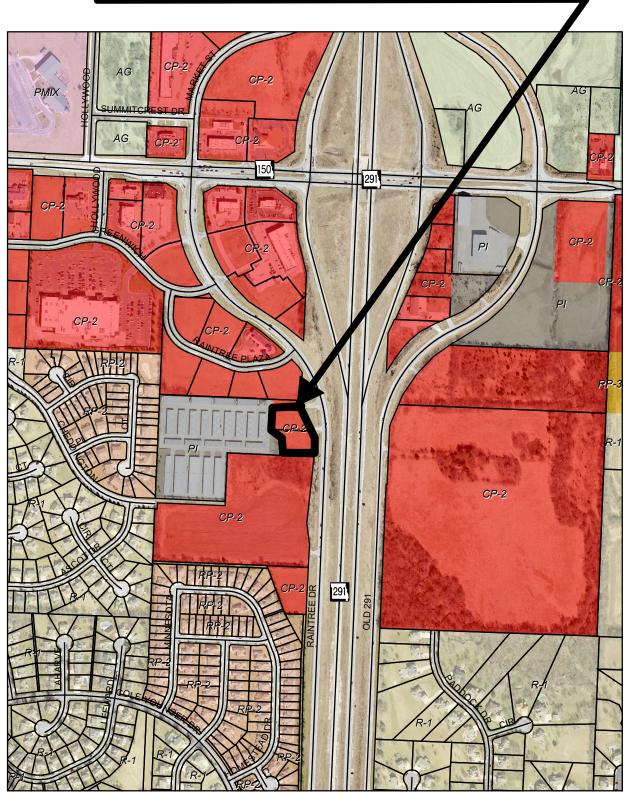
Greg L. Musil

GLM:jjw Enclosure

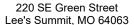
cc: Mr. Weyen Burnam (via e-mail)

Mr. Mike Weisneborn, City of Lee's Summit (via e-mail)

# PL2018-220 AND 222 REZONING FROM CP-2 TO PI PRELIM DEV PLAN & SPECIAL USE PERMIT **STORAGE MART 3924 AND 3930 SW RAINTREE DRIVE**









### The City of Lee's Summit

#### **Packet Information**

File #: BILL NO. 19-171, Version: 1

An Ordinance approving a rezoning from District CP-2 to District PI and Preliminary Development Plan for approximately 1.28 acres located at 3930 and 3924 SW Raintree Drive, proposed Storage Mart in accordance with the provision of Chapter 33, The Unified Development Ordinance of Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri

#### **Proposed City Council Motion:**

I move for second reading of an Ordinance approving a rezoning from District CP-2 to District PI and Preliminary Development Plan for approximately 1.28 acres located at 3930 and 3924 SW Raintree Drive, proposed Storage Mart in accordance with the provision of Chapter 33, The Unified Development Ordinance of Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri

Josh Johnson, AICP, Assistant Director of Plan Services Jennifer Thompson, Senior Planner

AN ORDINANCE APPROVING A REZONING FROM DISTRICT CP-2 TO DISTRICT PI AND PRELIMINARY DEVELOPMENT PLAN FOR APPROXIMATELY 1.28 ACRES LOCATED AT 3930 AND 3924 SW RAINTREE DRIVE, PROPOSED STORAGE MART IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 33, THE UNIFIED DEVELOPMENT ORDINANCE OF LEE'S SUMMIT CODE OF ORDINANCES, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2018-220 and 222 submitted by New TGK-KC, LLC, requesting approval of a rezoning from District CP-2 (Planned Community Commercial) to PI (Planned Industrial) and preliminary development plan on land located at 3930 SW and 3924 SW Raintree Drive was referred to the Planning Commission to hold a public hearing; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held public hearings for the consideration of the rezoning and preliminary development plan on July 11, 2019 and rendered a report to the City Council recommending that the rezoning and 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 August 6, 2019, and rendered a decision to approve the rezoning and preliminary development plan for said property.

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

SECTION 1. That a rezoning and preliminary development plan is hereby approved on the following described property:

South M-291 Safety Mini Storage Lots 1 and 2

SECTION 2. That the following conditions of approval apply:

- 1. A modification shall be granted to allow outdoor activities (i.e. exterior access to non-climate controlled storage units) to occur on site.
- 2. A modification shall be granted to allow for outdoor storage of vehicles as shown on the preliminary development plan, dated May 21, 2019.
- 3. A modification shall be granted to the 1:3 roof pitch requirements to allow a flat roofed building.
- 4. The development shall be in accordance with the preliminary development plan, dated May 21, 2019.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgment on the merits that is not subject to appeal and that declares any provision or part of this ordinance void,

#### **BILL NO. 19-171**

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

SECTION 5. 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, 2019.	Lee's Summit, Missouri, this day	of
ATTEST:	Mayor <i>William A. Baird</i>	
City Clerk Trisha Fowler Arcuri		
APPROVED by the Mayor of said city	this day of, 2019.	
ATTEST:	Mayor <i>William A. Baird</i>	
City Clerk Trisha Fowler Arcuri		
APPROVED AS TO FORM:		
City Attorney Brian W. Head		



# **Development Services Staff Report**

File Number PL2018-220 and 222

File Name REZONING FROM CP-2 TO PI, PRELIMINARY DEVELOPMENT

PLAN, and SPECIAL USE PERMIT – Storage Mart

Applicant New TKG-KC LLC

**Property Address** 3924 & 3930 SW Raintree Dr.

Planning Commission Date July 11, 2019

**Heard by** Planning Commission and City Council

**Analyst** Jennifer Thompson, Senior Planner

Checked By Hector Soto, Jr., AICP, Planning Manager and

Kent Monter, PE, Development Engineering Manager

#### **Public Notification**

Pre-application held: February 7, 2018

Neighborhood meeting conducted: February 26, 2019 Newspaper notification published on: June 8, 2019

Radius notices mailed to properties within 185 feet on: May 23, 2019

Site posted notice on: May 24, 2019

#### **Table of Contents**

1 Project Data and Facts	2
2. Land Use	3
4. Unified Development Ordinance (UDO)	4
5. Comprehensive Plan	4
6. Analysis	5
7. Recommended Conditions of Approval	10

#### **Attachments**

- 1. Transportation Impact Analysis, prepared by City Traffic Engineer, dated July 3, 2019 2 pages
- Trip Generation Assessment, submitted by Crockett Engineering –
   3 pages
- 3. Preliminary Development and Rezoning Plan, date stamped May 21, 2019 –24 pages
- Special Use Permit Criteria, Comprehensive Narrative, Preliminary Development Plan Criteria, M-150 Corridor Overlay, and Modification responses from applicant 7

  – pages
- 5. Detention and Water Quality Calculations 5 pages
- 6. Photos of Subject and Surrounding Properties, date stamped May 21, 2019 4 pages
- 7. Neighborhood Meeting Letter 4 pages
- 8. Location Map

#### 1. Project Data and Facts

Project Data				
Applicant/Status	New TKG-KC, LLC/Owner			
Applicant's Representative	Weyen Burnam			
Location of Property	3924 & 3930 SW Raintree Dr.			
Size of Property	±1.27			
Zoning (Existing)	CP-2 (Planned Community Commercial)			
Zoning (Proposed)	PI (Planned Industrial)			
<b>Comprehensive Plan Designation</b>	Retail			
Procedure	The Planning Commission makes a recommendation to the City Council on the proposed rezoning, preliminary development plan and special use permit. The City Council takes final action on the rezoning, preliminary development plan and special use permit in the form of an ordinance.			
	<b>Duration of Validity:</b> There is no expiration to an approval for rezoning.			
	Preliminary development plan approval by the City Council shall not be valid for a period longer than twenty-four (24) months from the date of such approval, unless within such period a final development plan application is submitted. The City Council may grant one extension not exceeding twelve (12) months upon written request.			
	A special use permit shall be valid for a specific period of time if so stated in the permit.			

#### PL2018-220 and 222

Planning Commission Hearing Date / July 11, 2019 Page 3 of 11

#### **Current Land Use**

The property is a platted undeveloped lot/vacant lot accessed from SW Raintree Dr. and located west of M-291 Hwy.

#### **Description of Applicant's Request**

The applicant is seeking a rezone from CP-2 to PI, a preliminary development plan and a special use permit for a single multi-story storage building with indoor climate controlled storage units, exterior-access non-climate controlled storage units, and limited outdoor storage.

#### 2. Land Use

#### **Description and Character of Surrounding Area**

The property is located at 3924 and 3930 SW Raintree Drive in the South M-291 Safety Mini Storage subdivision, located immediately east of the existing mini-warehouse storage facility. The property is surrounded by vacant property to the north, south and east.

#### **Adjacent Land Uses and Zoning**

North:	CP-2 (Planned Community Commercial District) – vacant ground					
South:	CP-2 (Planned Community Commercial District) – vacant ground					
East:	Across SW Raintree Dr. and M-291 Hwy/CP-2 (Planned Community Commercial					
	District) – vacant ground					
West:	PI (Planned Industrial) – existing mini-warehouse storage facility					

#### **Site Characteristics**

The site is currently comprised of two vacant lots with a natural drainage ditch area located on the south portion of the site. The site will be replatted to combine the existing and proposed facilities into one lot. An existing utility easement will be vacated prior to the issuance of a building permit. The existing partial driveway will be removed and access will be from the existing drive located to the north of this property. In addition, as part of this development plan the existing pole sign will be removed.

#### **Special Considerations**

This site is an expansion of the existing storage facility located immediately to the west.

#### 3. Project Proposal

#### Site Design

Land Use	
Impervious Coverage:	66%
Pervious:	34%
TOTAL	100%

#### **Parking**

Proposed	Required				
Total parking spaces proposed:	6	Total parking spaces required:	4		
Accessible spaces proposed:	2	Accessible spaces required:	1		
Parking Reduction requested?	No	Off-site Parking requested?	No		

#### **Setbacks (Perimeter)**

Yard	Building / Parking Required	Building / Parking Proposed
Front (East)	15' (Building)/20' (Parking)	30' (Building) / 30' (Parking)
Side (north and south)	15' (Building)/6' (Parking)	40'+ and 50'+ (Building)/30' (Parking)
Rear (West)	20' (Building)/6' (Parking)	30'+ (Building)/ n/a (Parking)

#### Structure(s) Design

Number and Proposed Use of Buildings
1 partially climate controlled facility building with interior and exterior storage unit access, and limited
outdoor storage
Building Height
44'
Number of Stories
3 stories

# 4. Unified Development Ordinance (UDO)

Section	Description
2.240, 2.250	Rezoning
2.300,2.310,2.320	Preliminary Development Plan
6.620,6.630,6.640,	
6.650,6.1020,6.1185	Special Use Permit
4.220	Zoning Districts

# 5. Comprehensive Plan

Focus Areas	Goals, Objectives & Policies
Economic Development	Objective 2.1, 2.2, 2.3
Overall Area Land Use	Objective 1.1, 1.2, 1.3, 1.4
Commercial Development	Objective 4.1, 4.2, 4.3

#### 6. Analysis

#### **Background**

The applicant proposes a rezoning, preliminary development plan, and a special use permit for an indoor climate controlled storage facility that also includes limited outdoor non-climate controlled unit access and outdoor vehicular storage. The property is located west of M-291 Hwy and SW Raintree Dr. and east of the existing mini-storage facility. The applicant also requests to rezone the property from CP-2 to PI to allow for the component of the outdoor unit access and limited outdoor storage.

The facility is comprised of one (1) building totaling 302 units. The color palette and materials for the proposed building is primarily red and tan brick with stone accents and bronze storefronts.

The applicant requests modifications for the proposed outdoor unit access activities, outdoor storage, and roof pitch. Staff supports the requested modifications.

The applicant requests a 50 year time period. Staff doesn't support the requested time period and has recommended a 25 year time period to be consistent with recently approved storage facilities.

#### Site Design

Staff and the applicant have had significant and multiple reviews of the proposed elevations since the original submittals. The applicant has been willing to revise the architectural drawings based on staff feedback. As part of the staff review the following concerns were discussed, addressed and are reflected on the current and proposed elevations:

- Removal of exterior garage doors and fencing facing M-291 Hwy.
- Additional windows
- · Additional cornice detail
- Opaque glass windows will be provided—there will be no storage doors visible from view
- A rendering/perspective was provided "as seen" from M-291 Hwy
- Additional vertical articulation and four-sided architecture

#### History

- December 9, 2003 A final development plan was approved for South M-291 Safety Mini Storage Facility (Appl. #2003-136).
- May 22, 2003 A minor plat was approved for South M-291 Safety Mini Storage, Lots 1 & 2 (Appl. #2002-234). The plat was recorded at the Jackson County Recorder of Deeds by Document #200310061037.
- May 17, 2006 A minor plat was approved for South M-291 Safety Mini Storage, Lots 1A, 2A, & 3A (Appl. #2006-008). The plat was recorded at the Jackson County Recorder of Deeds by Document #2006E0028581.

#### **Compatibility**

The proposed development will not negatively impact the character of the neighborhood. The proposed building has an office-like appearance and is an extension of the existing use at this location. The building will shield the existing storage facility from the M-291 Hwy frontage. The property to the immediate west is zoned industrial; the other surrounding zoning districts are CP-2 and are comprised of vacant undeveloped land.



The proposed plan will improve the aesthetics of the property by cleaning up a rough drainage way of scrub type landscaping and will provide a contoured, sodded, dry detention basin surrounded by extensive landscaping.

The building will also provide an office-like appearance for this corridor and will comply with the M-150 corridor overlay district design guidelines and sustainability regulations.

#### **Adverse Impacts**

The proposed climate controlled facility with interior and exterior access and exterior storage area will not detrimentally affect the appropriate use of neighboring property. The proposed location of the Storage Mart is located immediately to the east of the existing mini-warehouse facility.

The development is designed, located and will operate so that the public health, safety and welfare will be protected.

#### **Public Services**

Existing public facilities and services are available and adequate to meet the demand for the facility and services generated by the proposed use.

The proposed use will not impede the normal and orderly development and improvement of the surrounding property.

#### PL2018-220 and 222

Planning Commission Hearing Date / July 11, 2019 Page 7 of 11

The existing building and street network incorporates adequate ingress and egress and will be accessed from an existing driveway. There is another existing curb cut along the property in close proximity to the aforementioned driveway that will be removed.

The proposed development will not likely generate more than 100 vehicle trips to the surrounding street system during any given peak hour, a condition that requires a traffic impact study based on the Access Management Code. Although a traffic impact study is not required, the applicant submitted a Trip Generation Assessment, conducted by CBB. Staff concurs with the submitted Trip Generation Assessment. Staff concurs there are no concerns regarding the impact of the proposed development to traffic safety or traffic operations on the surrounding street system.

#### Livable Streets.

The proposed development includes all Livable Streets elements identified in the City's adopted Comprehensive Plan, associated Greenway Master Plan and Bicycle Transportation Plan.

#### **Unified Development Ordinance**

#### Rezoning and Comprehensive Plan.

The subject 1.27 acres is currently zoned CP-2 (Planned Community Commercial District). The 2005 Lee's Summit Comprehensive Plan shows the subject area as Retail. The applicant proposes to rezone the property to PI (Planned Industrial) to accommodate the proposed use. Storage facilities that have outdoor activities and storage are allowed in PI and CS zoning districts.



Although the proposed use is more industrial in nature rather than a retail use, staff supports the plan. The subject property doesn't lend itself to the retail development allowed under its existing zoning and recommended comp plan land use designation due to its adjacency to existing PI-zoned storage facility and separation from M-150 Hwy. The development is an expansion of an existing storage facility that will improve the overall site by establishing a multi-story brick, four-sided designed building with a mix of landscaping, earthen berms, and fencing to provide the necessary screening.

#### PL2018-220 and 222

Planning Commission Hearing Date / July 11, 2019 Page 8 of 11

According to the applicant's response, the expansion of this existing site addresses existing demand in the market for storage facilities.

#### **Special Use Permit.**

Under the Unified Development Ordinance (UDO), a special use permit is required for Indoor Climate Controlled Storage Facilities and Mini-Warehouse Facilities within the PI zoning district. The proposed use is a combination of these two uses and therefore will be subject to the conditions of both defined uses.

**Storage Facility – Indoor climate Controlled.** There are four conditions and restrictions listed under this use in Section 6.1190 of the UDO:

- 1. All activities shall be carried on inside the structure. All of the self-storage activities will not be carried on within the building. Approximately 22 units are accessed from the exterior of the building located on the south and west elevations. In addition, approximately seven (7) parking stalls are provided for outdoor storage of R.V.s, trailers, etc., to the rear (west) of the building.
- **2. Four-sided architecture shall be required.** All four sides of the building are treated equally from a design standpoint.
- **3.** No outside storage of any kind shall be permitted on the premises. There has been allotted seven (7) parking spaces located behind the building on the west side for purposes of outdoor storage of recreational vehicle parking.
- 4. PO (Planned Office District) District requirements shall be used for building placement, minimum lot size, height, setbacks, signage and landscaping. All PO (Planned Office District) requirements have been met.

**Mini-Warehouse Facility.** There are three conditions and restrictions listed under this use in Section 6.1020.

- 1. In any non-industrial district, a mini-warehouse facility must be enclosed on all sides by a wall or earthen berm that shields the development from view. The proposed zoning is industrial, therefore this condition would not apply.
- **2. Colors selected must be of muted shades.** The proposed colors and exterior building materials are red and tan brick and light tan stone.
- **3.** Roof pitch shall be 1:3. The building has a flat roof with varying parapets. This condition is not met.

#### **Time Period**

The applicant requests a 50 year time period for the proposed use. Staff recommends a time period of 25 years to be consistent with other recently approved special use permits for climate controlled/miniwarehouse uses.

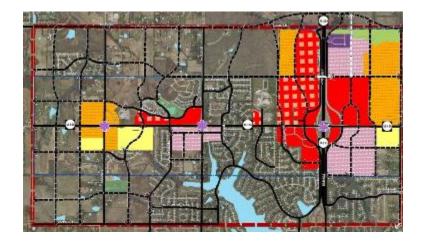
#### **Modifications**

All activities are required to be carried on inside the structure and no outdoor storage of any kind is permitted on the premises when associated with an indoor climate controlled facility. The applicant proposes approximately 22 exterior access garage units and seven (7) parking spaces for recreational vehicles. Staff supports the modifications. The design of the building allows for the outdoor storage and activities to only be permitted within the rear and sides of the building. Adequate fencing and landscaping is provided to shield these activities from off-site.

The roof pitch is required to be 1:3 when associated with a mini-warehouse facility. The proposed roof is a flat roof with varying parapets and other features. The proposed development is not a traditional storage facility, but rather a multi-story hybrid storage facility with both climate and non-climate controlled units. The building is designed to have an office-like appearance rather than a traditional storage facility.

#### M-150 Corridor Overlay District

The subject property is located within the M-150 Corridor Development Overlay District (CDO) with a designated land use referenced in the M-150 Sustainable Corridor Vision and Framework Plan as retail. The purpose of the CDO is to facilitate the development of property within the M-150 corridor with the highest possible levels of community and building design consistent with the healthy economic development and redevelopment of the plan area. Additional requirements that apply to this development include development and sustainability standards.



The proposed development meets the required design standards as the site has been well designed for the view shed of the M-291 Hwy corridor. The building will be constructed of high quality materials (brick) and utilizing four-sided architecture. The development also meets the mandatory minimum sustainability development requirements as identified in the Unified Development Ordinance. Efforts to meet these requirements include incorporating Stormwater Best Management Practices (BMP's) for source control, source filtration, and regional retention. LED lighting will be provided, native plants will be used to meet landscaping requirements, pathways for future installation of solar will be accommodated, durable and locally sourced materials will be used, and a cool roof system will be incorporated as part of the design. Please refer to the applicant's response for the "mandatory minimum sustainability requirements for additional detail.

#### **Recommendation**

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

#### 7. Recommended Conditions of Approval

#### **Site Specific**

- 1. A modification shall be granted to allow outdoor activities (i.e. exterior access to non-climate controlled storage units) to occur on site.
- 2. A modification shall be granted to allow for outdoor storage of vehicles as shown on the preliminary development plan, dated May 21, 2019.
- 3. A modification shall be granted to the 1:3 roof pitch requirements to allow a flat roofed building.
- 4. The special use permit shall be approved for a period of 25 years.
- 5. The development shall be in accordance with the preliminary development plan, dated May 21, 2019.

#### **Standard Conditions of Approval**

- 6. All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final development plan. All public infrastructure must be substantially complete, prior to the issuance of any certificates of occupancy.
- 7. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the associated engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance permit).
- 8. A Land Disturbance Permit shall be obtained from the City if ground breaking will take place prior to the issuance of an infrastructure permit, building permit, or prior to approval of the Final Development Plan/Engineering Plans.
- 9. Certain aspects of the development plan will be further reviewed during the Final Development Plan phase of the project. This includes detailed aspects of the design to help ensure that the plan meets the design criteria and specifications contained in the Design and Construction Manual.
- 10. Private parking lots shall follow Article 8 of the Unified Development Ordinance for pavement thickness and base requirements.
- 11. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to the safety to fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code. Adequate water for the required fire flow and hydrants. App. B and C.
- 12. A minor plat combining *Lots 1A, 2A, & 3A, South M-291 Safety Mini Storage* shall be submitted, reviewed, approved and recorded prior to the issuance of a building permit.
- 13. A vacation of easement application vacating the necessary easements shall be submitted, reviewed, and approved prior to the issuance of a building permit.
- 14. All proposed signs shall be submitted for review to the Development Services Department prior to installation.

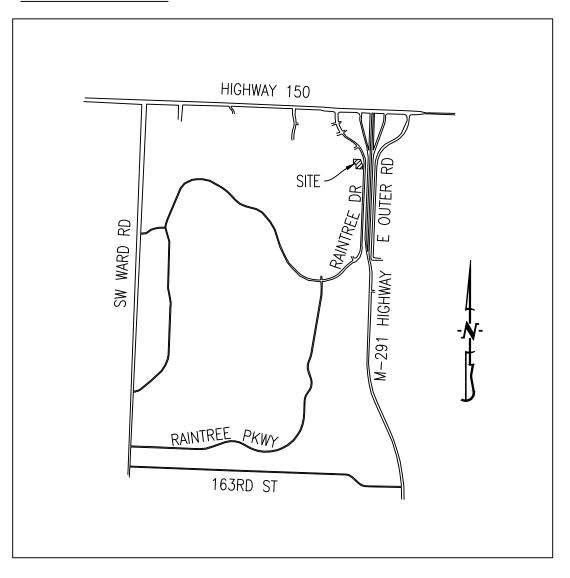
#### PL2018-220 and 222

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- 15. The existing pole sign shall be removed prior to the issuance of a building permit.
- 16. Additional vinyl fencing shall be required to adequately screen the proposed outdoor storage of vehicles.

# PRELIMINARY DEVELOPMENT PLAN STORAGE MART 156

# LOCATION MAP



# PROJECT BENCHMARK:

- TBM #1 CHISELED MARKINGS ON EAST SIDE OF MANHOLE RIM LOCATED APPROX. 70' NORTHEAST OF THE NORTHEAST CORNER OF PROJECT SITE.
- TBM #2 SANITARY SEWER MANHOLE RIM LOCATED APRROX. 44' NORTHWEST OF THE SOUTHEAST CORNER OF
- TBM #3 WATER VALVE LOCATED AT THE NORTHEAST CORNER OF PROJECT SITE.

# FLOOD PLAIN STATEMENT:

A PART OF THIS TRACT IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN AS PER THE FEMA FIRM PANEL NUMBER 29095C0532G, DATE JANUARY 20, 2017. THIS SITE DRAINS TO TRIBUTARY G1 TO LAKE WINNEBAGO.

WATER:

CITY OF LEE'S SUMMIT

220 SE GREEN STREET

816-969-1800

LEE'S SUMMIT, MO 64063

SANITARY SEWER:

DEPARTMENT OF PUBLIC WORKS

CITY OF LEE'S SUMMIT

220 SE GREEN STREET

130 SE HAMBLEN ROAD

LEE'S SUMMIT, MO

816-347-4320

816-969-1800

**ELECTRIC:** 

KCP&L

LEE'S SUMMIT, MO 64063

DEPARTMENT OF PUBLIC WORKS

# LEGAL DESCRIPTION:

LOT 2A AND LOT 3A, SOUTH M-291 SAFETY MINI STORAGE LOTS 1A, 2A & 3A, RECORDED INSTRUMENT NO. 2006D0028581, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY,

# **UTILITY COMPANIES:**

#### 1022 B NORTHEAST DRIVE JEFFERSON CITY, MO 65109 1-800-344-7483

LOCATES:

MISSOURI ONE CALL INC.

## TELEPHONE: AT&T

215 N. SPRING INDEPENDENCE, MO 816-325-5610

# **NATURAL GAS:**

MISSOURI GAS ENERGY 3025 SE CLOVER ROAD LEE'S SUMMIT, MO 816-537-4681

# CABLE TELEVISION:

TIME WARNER 6550 WINCHESTER AVENUE KANSAS CITY, MO 913-643-1901

**GENERAL NOTES:** 

THE CITY OF LEE'S SUMMIT UDO & DESIGN & CONSTRUCTION MANUAL SHALL GOVERN OVER THESE PLANS AND SPECIFICATIONS.

ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LEE'S SUMMIT DESIGN & CONSTRUCTION MANUAL. CONTRACTOR TO HAVE A COPY OF THE CITY'S LATEST EDITION OF SPECIFICATIONS AND STANDARDS FOR ALL STREET, STORM, AND SANITARY CONSTRUCTION ON SITE AT ALL TIMES DURING CONSTRUCTION.

CONTRACTOR WILL BE RESPONSIBLE FOR PLACEMENT AND MAINTENANCE OF TRAFFIC CONTROL DEVICES NECESSARY TO COMPLETE THEIR PORTION OF WORK. THE DEVICES AND METHODS EMPLOYED WILL COMPLY WITH THE CURRENT VERSION OF THE MANUAL ON UNIFIED TRAFFIC CONTROL DEVICES.

- THIS TRACT CONTAINS APPROXIMATELY 1.27 ACRES.
- THIS TRACT IS ZONED CP-2, PLANNED COMMUNITY COMMERCIAL.

EXISTING UTILITIES SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL COORDINATE LOCATES (HORIZONTAL AND VERTICAL) PRIOR TO

ALL EXCAVATION TO BE IN ACCORDANCE WITH SECTIONS 319.010-319.050, REVISED STATUTES OF THE STATE OF MISSOURI. SUCH COMPLIANCE SHALL NOT, HOWEVER, EXCUSE ANY PERSON MAKING ANY EXCAVATION FROM DOING SO IN A CAREFUL AND PRUDENT MANNER, NOR SHALL IT EXCUSE SUCH PERSON FROM LIABILITY FOR ANY DAMAGE OR INJURY TO UNDERGROUND UTILITIES RESULTING

A GEOTECHNICAL EVALUATION OF THE SUBSURFACE SOIL, GROUNDWATER CONDITIONS, AND A SLOPE STABILITY ANALYSIS HAS BEEN PERFORMED BY CROCKETT GEOTECHNICAL. REFER TO REPORT NUMBER: G18353. THE OWNER SHALL SATISFY THEMSELVES OF ALL GEOTECHNICAL CONDITIONS PRIOR TO ANY CONSTRUCTION.

- ALL LAND DISTURBANCE ACTIVITIES SHALL BE IN ACCORDANCE WITH CITY OF LEE'S SUMMIT CODE OF ORDINANCES.
- ANY FILL PLACEMENT WITHIN STREET RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY OF LEE'S SUMMIT AND MODOT.

REFER TO STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR NARRATIVE REPORT AND BMP DESCRIPTIONS AND DETAILS.

- ALL SLOPES ARE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
- IT IS THE INTENT OF THESE PLANS TO COMPLY WITH THE REQUIREMENTS OF THE MoDNR CLEAN WATER COMMISSION.
- ALL DISTURBED AREAS WITHIN THE "LIMITS OF DISTURBANCE" SHALL BE FINE GRADED, SEEDED, AND MULCHED.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES AND REMOVING THEM ONCE THE SITE IS STABILIZED.
- ALL SERVICE LATERALS SHALL BE INSTALLED AS PER CITY OF LEE'S SUMMIT REQUIREMENTS AT 2.0% (MIN.) GRADE.
- ALL EXCAVATION WITHIN THE STREET RIGHT-OF-WAY SHALL BE BACKFILLED PER CURRENT CITY OF LEE'S SUMMIT AND MODOT SPECIFICATIONS.

ALL SEWERLINES SHALL BE CONSTRUCTED AT LEAST 10 FEET HORIZONTALLY. EDGE TO EDGE, FROM ANY WATERLINE AND AT LEAST 24 INCHES VERTICALLY BETWEEN THE OUTSIDE LIMITS OF THE SANITARY SEWER AND WATERLINE. FOR CONDITIONS OTHER THAN THOSE IDENTIFIED ABOVE, CONTACT THE ENGINEER FOR SPECIFIC INSTRUCTIONS.

ALL STORM SEWER PIPE SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DETAIL FOR PIPE BEDDING

IN ORDER TO TERMINATE A STATE OPERATING PERMIT THE MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR) REQUIRES THAT THE PERMITTEE SUBMIT A COMPLETED FORM H (INCLUDED WITH THE APPROVAL PERMIT) TO THE MDNR. A PERMIT IS ELIGIBLE FOR TERMINATION WHEN EITHER PERENNIAL VEGETATION, PAVEMENT, BUILDINGS, OR STRUCTURES USING PERMANENT MATERIALS COVER ALL AREAS THAT HAVE BEEN DISTURBED. VEGETATIVE COVER SHALL BE AT LEAST 70% OF FULLY ESTABLISHED PLANT DENSITY OVER 100% OF THE DISTURBED AREA. A COPY OF FORM H SHOULD BE SUBMITTED TO THE CITY AT WHICH TIME THE CITY WILL REMOVE THE PROJECT FROM ITS INSPECTION SCHEDULE.

LAND DISTURBANCE SITES SHOULD BE INSPECTED ON A REGULAR SCHEDULE AND WITHIN A REASONABLE TIME PERIOD (NOT TO EXCEED 48 HOURS) FOLLOWING HEAVY RAINS. REGULARLY SCHEDULED INSPECTIONS SHALL BE AT A MINIMUM OF ONCE PER WEEK. ANY DEFICIENCIES SHALL BE NOTED IN A WEEKLY REPORT OF THE INSPECTION AND CORRECTED WITHIN SEVEN CALENDAR DAYS OF THE REPORT. CONTRACTORS ARE REQUIRED TO SUBMIT TO CITY INSPECTION STAFF COPIES OF THEIR INSPECTION REPORTS REQUIRED BY THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) ON A MONTHLY BASIS.

NO OIL AND GAS WELLS EXIST ON THIS TRACT ACCORDING TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES OIL AND GAS PERMIT DATABASE. ALSO, NO PHYSICAL EVIDENCE EXIST THAT AN OIL AND/OR GAS WELL IS PRESENT ON THIS TRACT.

TOTAL DISTURBED AREA ON SITE = 1.27 AC.

MISSOURI DNR LAND DISTURBANCE PERMIT NUMBER TBD.

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	5/17/2019	ORIGINAL SUBMITTAL	Х	Х	Х	Х	Χ	Х	Х	Х	Х	Х	Х	Χ	Х	Х	Х	Х	Х

# SHEET INDEX:

- CE 1 DEMOLITION PLAN
- CE 2 EROSION CONTROL PLAN
- CE 3 GRADING PLAN
- CE 4 UTILITY PLAN
- CE 5 STORM SEWER PROFILE LINES 1, 2, 3 & 4 & STORM SEWER DETAILS
- CE 6 SITE PLAN
- CE 7 SITE CONSTRUCTION DETAILS
- CE 8 ACCESSIBLE PARKING, SANITARY SEWER & SECURITY FENCE DETAILS
- CE 9 STORM SEWER DETAILS
- CE 10 SECURITY FENCE DETAILS
- CE 11 SECURITY GATE DETAILS

# **LEGEND OF SYMBOLS:**

	EXISTING CURB	FF=XXX.X	MINIMUM FINISH FLOOR OF STRUCTURE
	PROPOSED CURB	(XXX.XX TC)	PROPOSED TOP OF CURB ELEVATION
	RIP RAP	(XXX.XX TP)	PROPOSED TOP OF PAVEMENT ELEVATION
	EXISTING STRUCTURE	(XXX,XX FG)	PROPOSED FINISH GRADE ELEVATION
~~~~	EXISTING TREELINE	(XXX,XX TW)	PROPOSED TOP OF WALL
~~~	PROPOSED TREELINE	(XX)	LOT NUMBER
000	EDGE OF WATERWAY		
— — W — —	EXISTING WATERLINE	$\langle X \rangle$	STORM SEWER STRUCTURE LABEL
——w—	PROPOSED WATERLINE	V	CANITADY CEWED CEDUCATION LADEL
—— G ——	EXISTING GAS LINE	X	SANITARY SEWER STRUCTURE LABEL
G	PROPOSED GAS LINE	H.P.	HIGH POINT
- $ -$ UT $ -$	EXISTING UNDERGROUND TELEPHONE	L.P.	LOW POINT
— — — UTV — — —	EXISTING UNDERGROUND CABLE TELEVISION	<del>_</del>	EXISTING SIGNS
— — – HVE— — —	EXISTING HIGH VOLTAGE ELECTRIC	Ø	EXISTING POWER POLE
—— OE ——	EXISTING OVERHEAD ELECTRIC	·	
— — — UE — — —	EXISTING UNDERGROUND ELECTRIC	ÇV	EXISTING GAS VALVE
——— OETV ———	EXISTING OVERHEAD ELEC. & TV	$\bowtie$	EXISTING WATER VALVE
— — OETVT — —	EXISTING OVERHEAD ELEC., TV & TELE.	©	EXISTING GAS METER
s		W	EXISTING WATER METER
s		ά	EXISTING FIRE HYDRANT
XXX	EXISTING MINOR CONTOUR	©	MANHOLE
	EXISTING MAJOR CONTOUR	— <b></b>	EXISTING SANITARY SEWER LATERAL
			PROPOSED SANITARY SEWER LATERAL
XXX	PROPOSED MINOR CONTOUR	18	PROPOSED TRACER WIRE TEST STATION BOX
XXX	PROPOSED MAJOR CONTOUR	[AC]	EXISTING AIR CONDITIONER
	100 YEAR FLOOD PLAIN	П	EXISTING TELEPHONE PEDESTAL
	FLOODWAY	Ē	EXISTING ELECTRICAL TRANSFORMER
	ORDINARY HIGH WATER MARK	E	EXISTING ELECTRIC METER
· · ·	STREAM SIDE BUFFER	_	
	OUTER STREAM BUFFER	¤	EXISTING LIGHT POLE

EXISTING GUY WIRE

SHEET INDEX CONT.:

CE 12 - EROSION CONTROL DETAILS

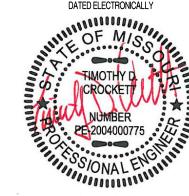
CE 13 - EROSION CONTROL DETAILS (CONT.)

- LS1 LANDSCAPING PLAN
- EL001 SITE LIGHTING COVER SHEET
- EL101 SITE LIGHTING PLAN

**OWNER:** NEW TKG-KC, LLC 215 N STADIUM BLVD., SUITE #207 COLUMBIA, MO 65203 (573) 449-0091

# PREPARED BY:

THIS SHEET HAS BEEN SIGNED, SEALED AND



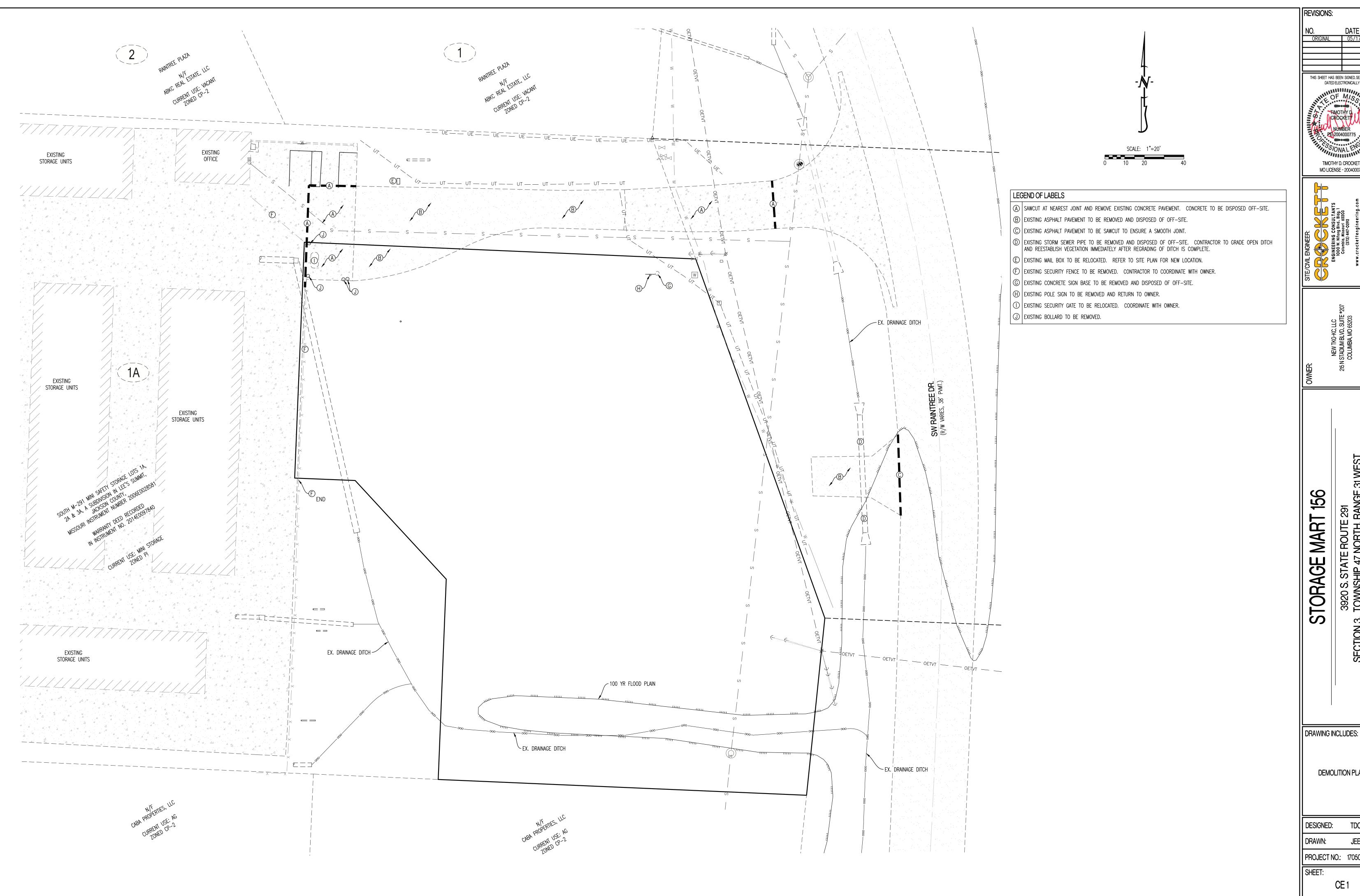
MO LICENSE - 2004000775

SITE/CIVIL ENGINEER:

ENGINEERING CONSULTANTS 1000 W. Nifong Blvd., Bldg. 1 Columbia, Missouri 65203 (573) 447-0292

www.crockettengineering.com

Crockett Engineering Consultants, LLC Missouri Certificate of Authority #2000151301

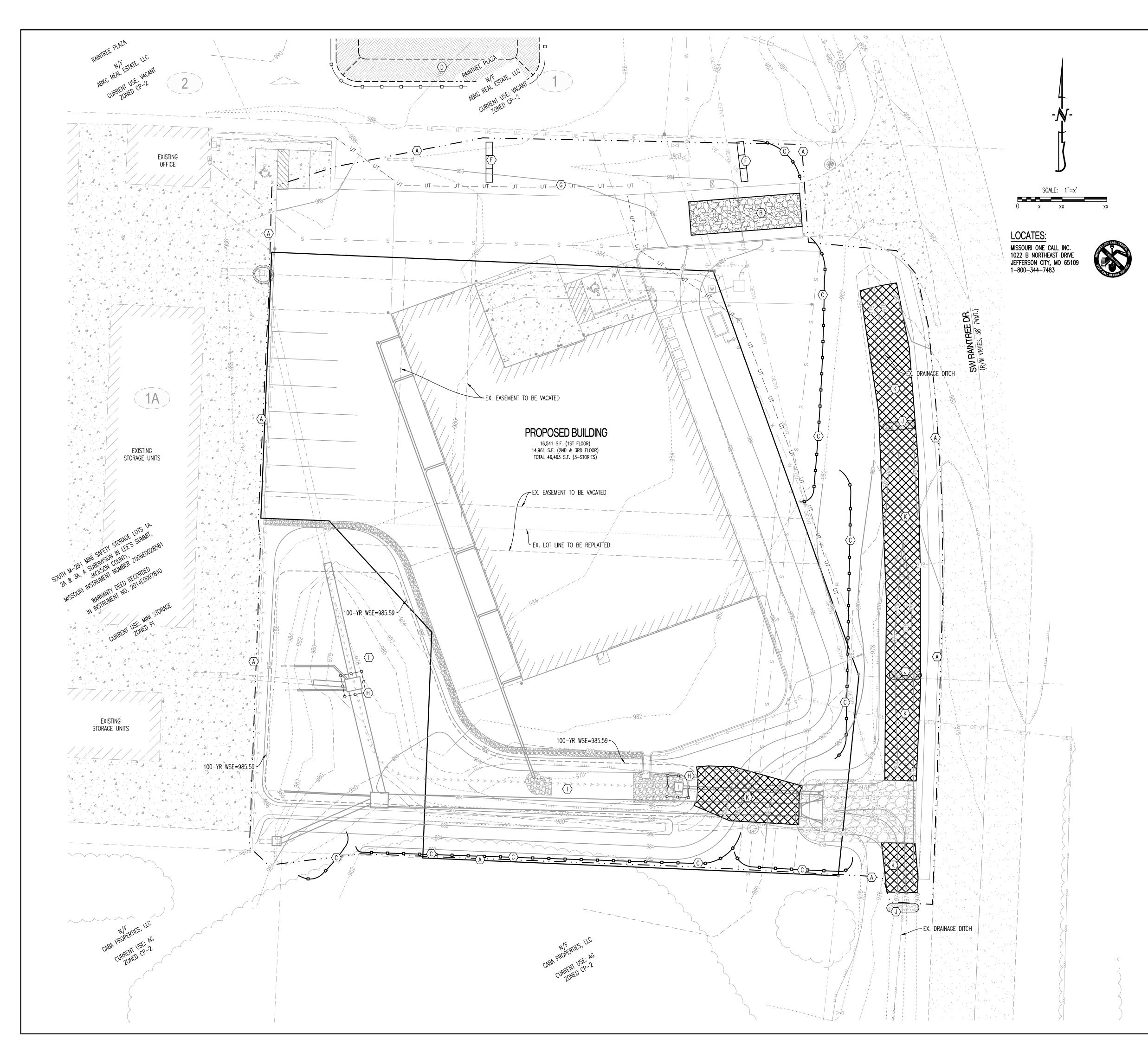


REVISIONS: THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY TIMOTHY D. CROCKETT MO LICENSE - 2004000775

**DEMOLITION PLAN** 

JEE

PROJECT NO.: 170504



# LEGEND OF LABELS:

- (A) LIMITS OF DISTURBANCE.
- (B) INSTALL 3" CRUSHED STONE FOR CONSTRUCTION EXIT (6" THICK x 12'W x 50'L). ALL CONSTRUCTION TRAFFIC SHALL LEAVE THE SITE VIA THIS EXIT. NO TRACKING OF MUD ONTO PUBLIC STREETS IS ALLOWED.
- (C) INSTALL SILT FENCE AS SHOWN. PORTIONS OF SILT FENCE WILL BE INSTALLED PER INITIAL EROSION CONTROL PLAN. IN LIEU OF SILT FENCE CONTRACTOR MAY INSTALL WATTLES AND BIODEGRADABLE LOGS.
- TOP SOIL STORAGE. CONTRACTOR TO ACQUIRE WRITTEN PERMISSION FROM ADJACENT PROPERTY OWNER FOR STORAGE OF TOP SOIL OR FIND ALTERNATE OFFSITE LOCATION.
- (E) INSTALL INLET PROTECTION. SILT FENCE WRAPPED AROUND THROAT OF INLET. REPLACE SILT FENCE WITH GUTTERBUDDY ® (OR APPROVED EQUAL) AT THROAT OF INLET AFTER PAVING IS COMPLETED.
- F STAKED STRAW BALE DITCH CHECK.
- 20' X 30' X 3' MIN CONCRETE WASHOUT FACILITY.

  THE WASHOUT FACILITY IS TO BE LINED WITH A PLASTIC LINING MATERIAL (10 MIL POLYETHYLENE SHEETING MIN.)

  FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COULD COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

  WASHOUT FACILITIES MUST BE CLEANED, OR NEW FACILITIES MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASHOUT IS 75% FULL. A SIGN SHALL BE INSTALLED ADJACENT TO FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.
- (H) INLET PROTECTION. SILT FENCE WRAPPED AROUND THROAT OF INLET.
- PROPOSED DETENTION FACILITY AREA TO BE USED AS A TEMPORARY SEDIMENT TRAP UNTIL AREAS DRAINING TO HAS VEGETATION ESTABLISHED.
- J ROCK DITCH CHECK.
- K) INSTALL NORTH AMERICAN GREEN CMAX S350 EROSION CONTROL MAT. CONTRACTOR TO INSTALL PER MANUFACTURES SPECIFICATIONS.

## SEQUENCE OF CONSTRUCTION:

- 1. OBTAIN MODOT, STATE AND CITY OF LEE'S SUMMIT COUNTY LAND DISTURBANCE PERMITS PRIOR TO ANY LAND DISTURBANCE ACTIVITIES..
- 2. INSTALL BMP'S NEEDED FOR LAND DISTURBANCE SUCH AS SILT FENCE, ROCK DITCH CHECK AND STAKED STRAW BALES AS SHOWN ON THE PLAN.
- 3. BEGIN SITE DEMOLITION AND GRADING OPERATIONS. EXISTING PAVEMENT MAY BE USED AS CONSTRUCTION ENTRANCE UNTIL DEMOLITION OF PAVEMENT IN AREA OF THE ENTRANCE HAS STARTED. ONCE DEMOLITION OF PAVEMENT IS COMPLETED A TEMPORARY CONSTRUCTION ENTRANCE SHALL BE INSTALLED.
- 4. CONSTRUCT DETENTION FACILITY. DETENTION FACILITY TO BE UTILIZED AS TEMPORARY SEDIMENT TRAP. PAVED AREAS TO BE BROUGHT UP TO SUBGRADE. ALL NON-PAVED AREAS TO BE BROUGHT UP TO FINAL GRADE AND SEEDED AND MULCHED AS SOON AS POSSIBLE.
- 5. INSTALL INLET PROTECTION IMMEDIATELY AFTER PLACEMENT OF INLETS.
- 6. INSTALL FINAL LANDSCAPING.
- 7. AFTER ALL SURFACE AREAS AS STABILIZED, SILT FENCE AND INLET BARRIERS MAY BE REMOVED.

# GENERAL NOTES:

EROSION AND SEDIMENT CONTROL SHALL CONFORM TO SECTION 5100 EROSION AND SEDIMENT CONTROL OF THE KANSAS CITY METROPOLITAN CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA), CURRENT EDITION.

# DRY DETENTION BASIN MAINTENANCE SCHEDULE:

ACTIVITY	FREQUENCY
ESTABLISHMENT	
WATERING PLANTS (SEEDED AREAS UP TO 8 WEEKS, PLUGS IN DROUGHT)	1" PER WEEK AS NEEDED
WEED CONTROL (FLAIL MOW, STRING-TRIM, SELECTIVE/PREEMERG HERBICIDES)	MONTHLY
REMOVE LITTER AND DEBRIS (TRASH, LEAVES, SAND, MOWER DISCHARGE)	MONTHLY
MONITOR & REPAIR EROSION (STABILIZE SOIL, REPLACE PLANTS, SECURE EDGING)	MONTHLY
CHECK FOR STANDING WATER (LONGER THAN DESIGN, ANY PUDDLES, SATURATE SOIL)	MONTHLY
ADD MULCH (MOISTURE & WEED CONTROL WITH PLUGS/CONTAINERS, 3" OR LESS)	ANNUALLY
INSPECT DRAINAGE AREA (PARKING LOT SWEEPING, TRASH PICKUP, ETC.)	ANNUALLY
REPLACE DEAD PLANTS (USE DESIGN SPECIES/SIZE; OVERSEED, INSTALL DEEP CELL PLUGS)	ANNUALLY, AS NEEDED
MAINTENANCE	
VEGETATION CLEANUP (SPOT TREAT, PRESCRIBED BURN, PRUNE)	ANNUALLY, SPRING OR FALL
EVALUATE PLAN COMPOSITION (WOODY INVASION, GRASS/FLOWER RATION, "RIGHT PLANT RIGHT PLACE")	ANNUALLY
SEDIMENT REMOVAL, EROSION CONTROL (REMOVE SEDIMENT WHEN 25% OF STORAGE HAS BEEN LOST)	ANNUALLY
ADDRESS ANIMAL DAMAGE (BEAVER DAMS, MUSKRAT BURROWS, DEER RUBS)	ANNUALLY
VERIFY STRUCTURAL COMPONET FUNCTION (ORIFICES AND OUTLET PROTECTION)	ANNUALLY
EXTENDED DRY DETENTION BASIN	
STRING TRIM VEGETATION TO MINIMIZE DISTURBANCE	ANNUALLY
INSPECTION FOR EROSION IN FLOW LINES AND SLOPES	ANNUALLY

NO. DATE
ORIGINAL 05/17/2019

|| REVISIONS:

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

OF M/S

TIMOTHY D

CROCKETT

NUMBER

PE 2004000775

TIMOTHY D. CROCKETT

MO LICENSE - 2004000775

ENGINEERING CONSULTANTS
1000 W. Nifong Bivd., Bidg. 1
Columbia, Missouri 65203
(573) 447-0292

www.crockettengineering.com
Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#2000151301

NEW TKG-KC, LLC 215 N STADIUM BLVD., STE #207 COLUMBIA, MO 65203

STATE ROUTE 291 IIP 47 NORTH, RANGE 31 W

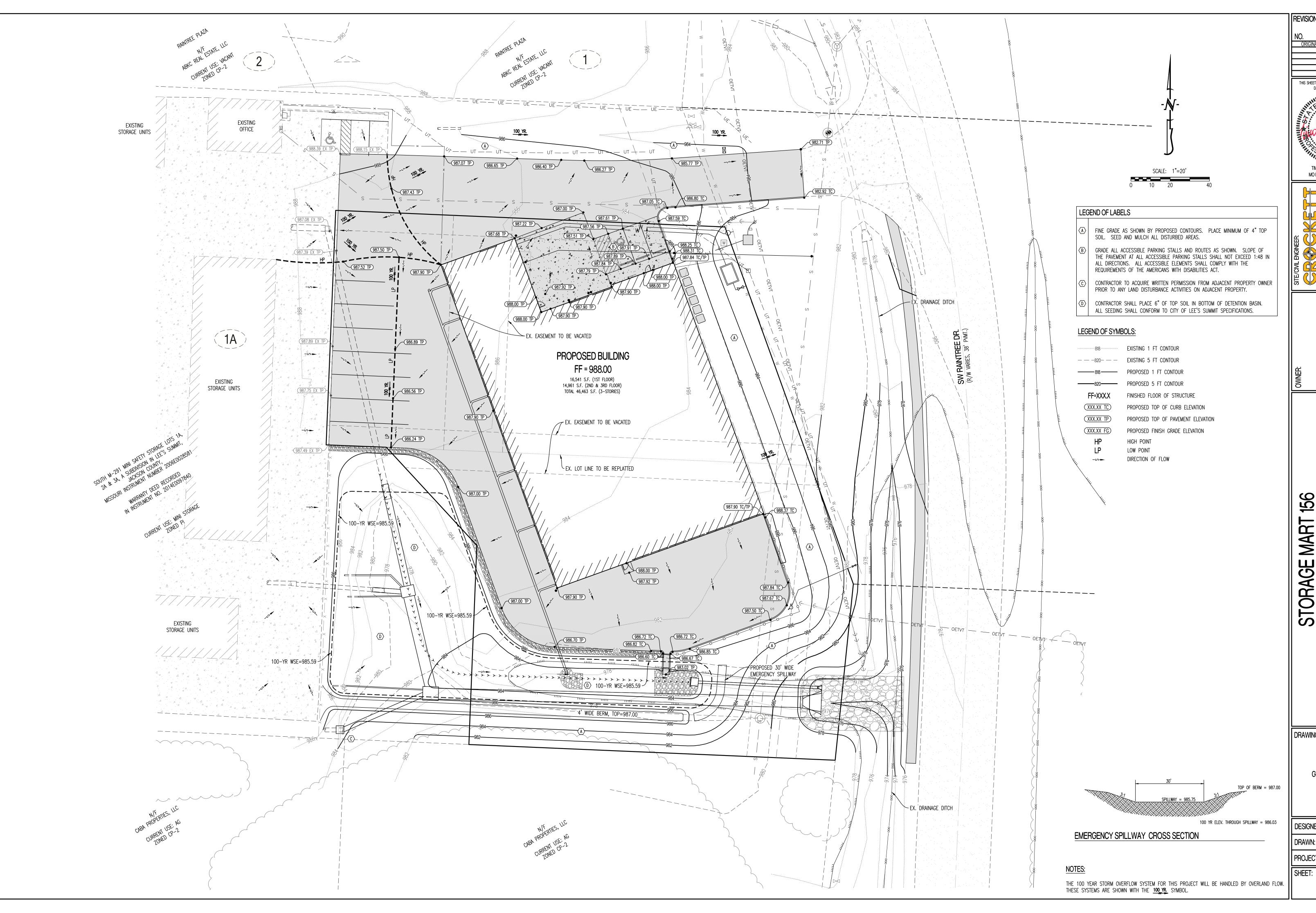
STORAGE

SECTION 3, TOW

DRAWING INCLUDES:

EROSION CONTROL PLAN

DESIGNED: TDC
DRAWN: JEE
PROJECT NO.: 170504
SHEET:



NO. DATE
ORIGINAL 05/17/2019

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

TIMOTHY D. CROCKETT

TIMOTHY D. CROCKETT

ENGINEERING CONSULTANTS
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Columbia, Missouri 65203
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NEW TKG-KC, LLC 215 N STADIUM BLVD., STE #207 COLUMBIA, MO 65203

VEST

20 S. STATE ROUTE 291 WNSHIP 47 NORTH, RANGE 31 W

DRAWING INCLUDES:

GRADING PLAN

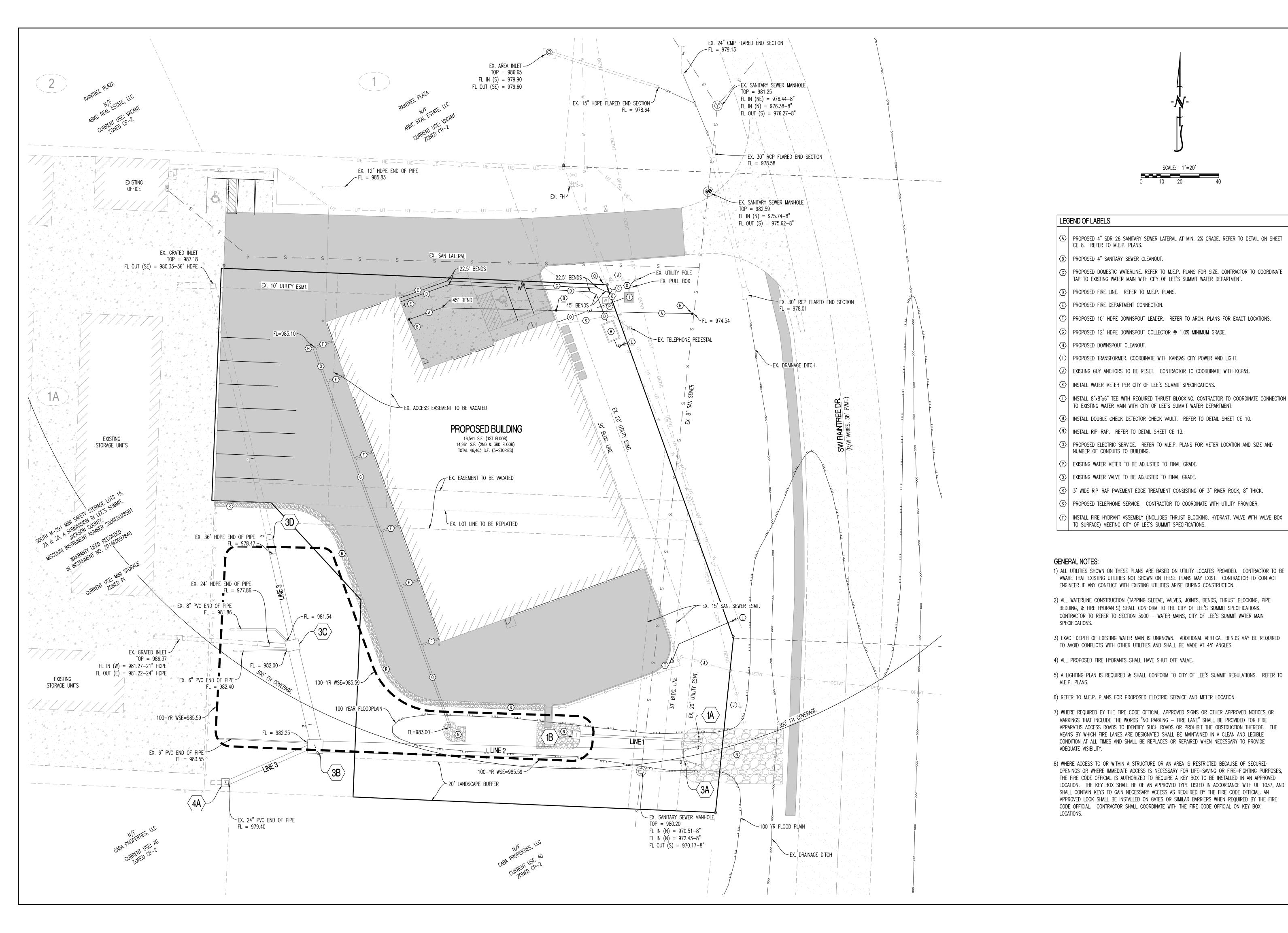
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DESIGNED: TDC

DRAWN: JEE

PROJECT NO.: 170504

EET:



REVISIONS:

NO. DATE
ORIGINAL 05/17/2019

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STORAGE MART 156
3920 S. STATE ROUTE 291
3, TOWNSHIP 47 NORTH, RANGE 31 WES

DRAWING INCLUDES:

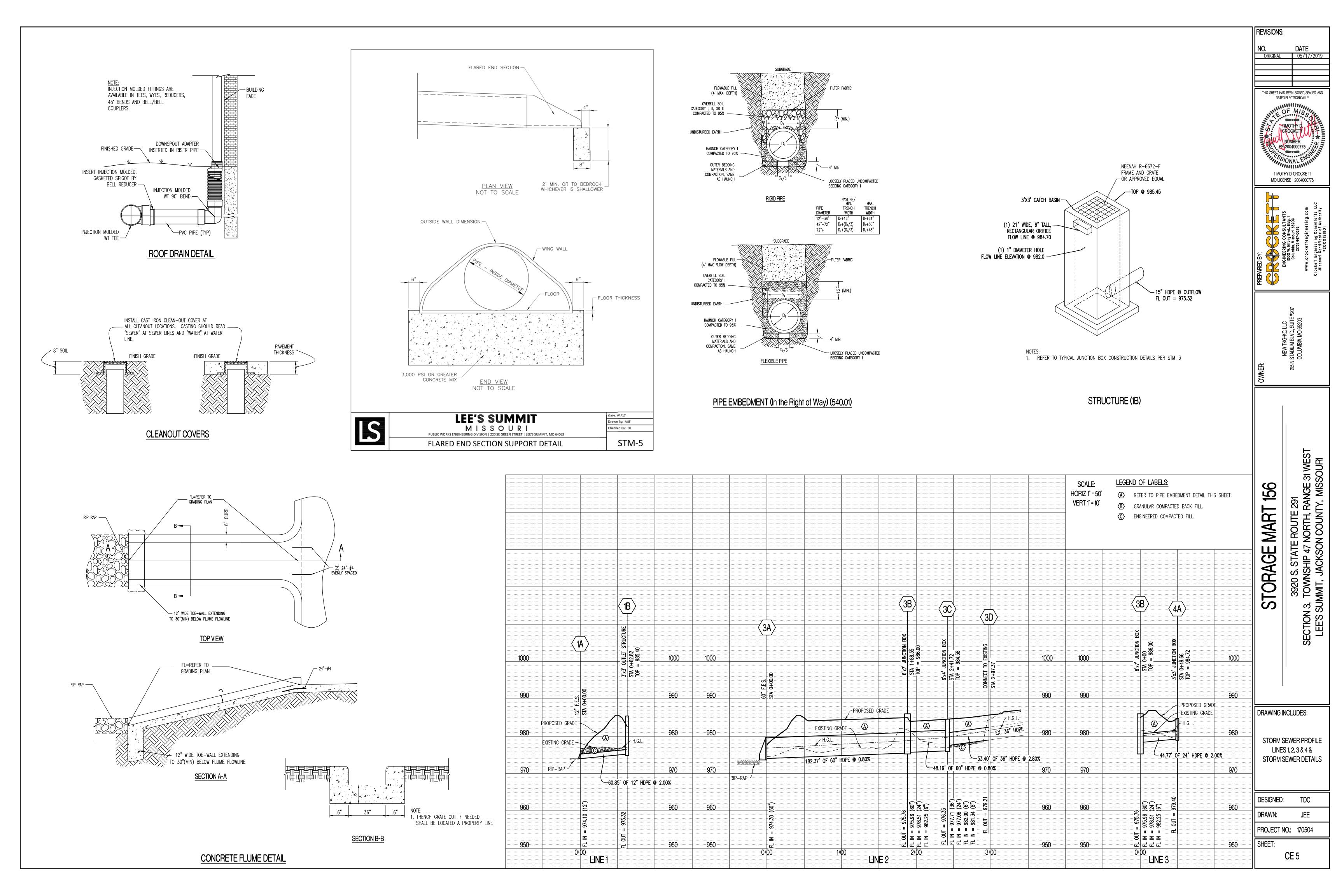
UTILITY PLAN

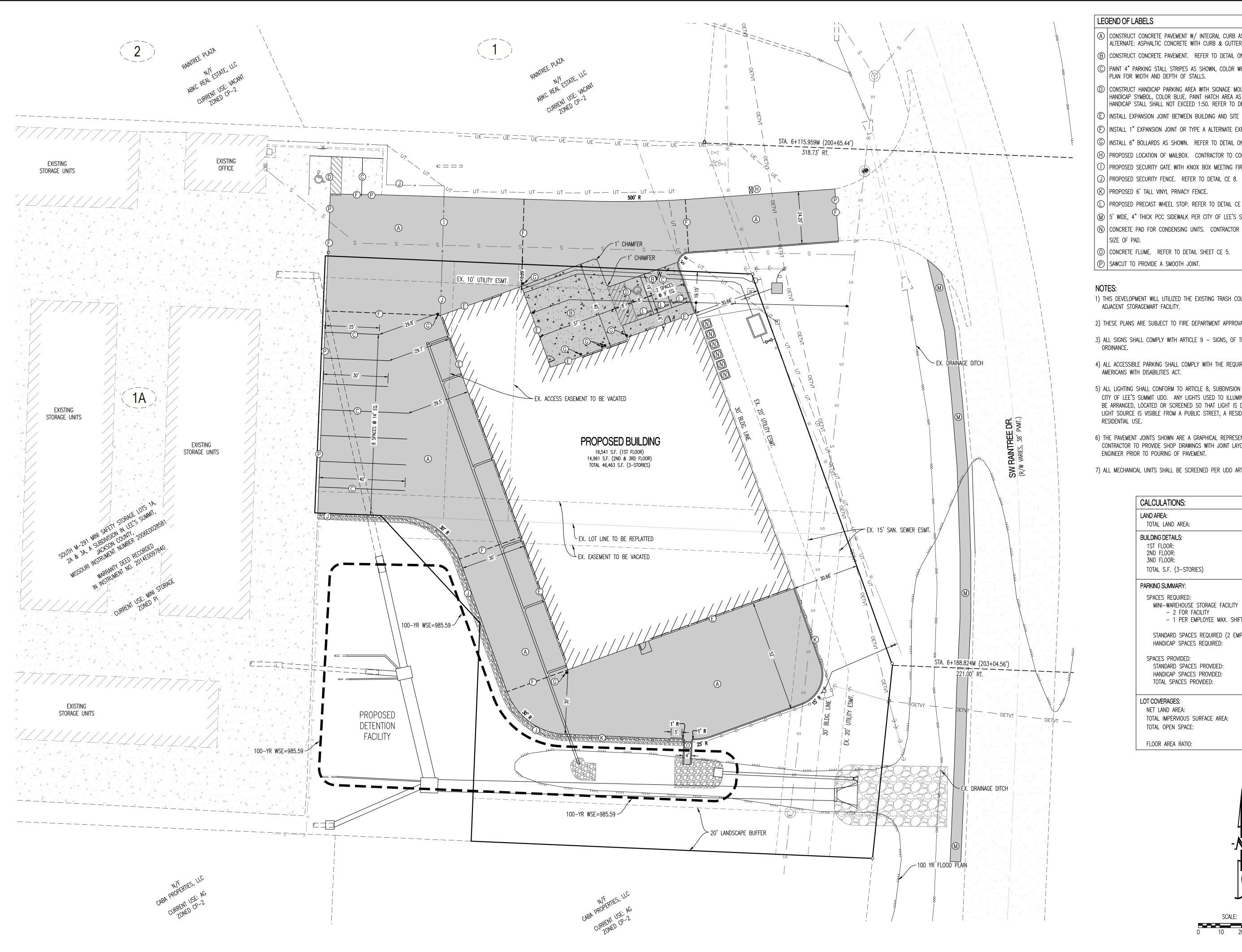
DESIGNED: TDC

DRAWN: JEE

PROJECT NO.: 170504

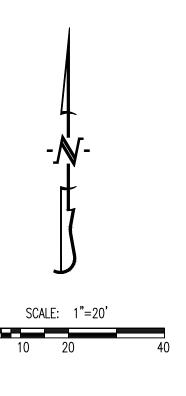
SHEET:





- (A) CONSTRUCT CONCRETE PAVEMENT W/ INTEGRAL CURB AS SHOWN. REFER TO PAVEMENT CROSS SECTION ON CE 7. ALTERNATE: ASPHALTIC CONCRETE WITH CURB & GUTTER. REFER TO PAVEMENT CROSS SECTION ON CE 7.
- (B) CONSTRUCT CONCRETE PAVEMENT. REFER TO DETAIL ON CE 7.
- © PAINT 4" PARKING STALL STRIPES AS SHOWN, COLOR WHITE. TYPICAL ALL STALLS EXCEPT HANDICAP STALLS. REFER TO
- CONSTRUCT HANDICAP PARKING AREA WITH SIGNAGE MOUNTED TO BUILDING AND ADA RAMPS. PAINT 4" STRIPE AND HANDICAP SYMBOL, COLOR BLUE. PAINT HATCH AREA AS SHOWN, COLOR BLUE. SLOPE OF THE PAVEMENT AT ALL HANDICAP STALL SHALL NOT EXCEED 1:50. REFER TO DETAILS ON CE 8.
- |lacktriangleright Install expansion joint between building and site paving. Refer to structural plans.
- (F) INSTALL 1" EXPANSION JOINT OR TYPE A ALTERNATE EXPANSION JOINT IN PAVING. REFER TO DETAIL ON CE 7.
- INSTALL 6" BOLLARDS AS SHOWN. REFER TO DETAIL ON CE 7.
- oxdot Proposed location of mailbox. Contractor to coordinate location with us postal service.
- PROPOSED SECURITY GATE WITH KNOX BOX MEETING FIRE DEPARTMENT REQUIREMENTS.
- ROPOSED 6' TALL VINYL PRIVACY FENCE.
- PROPOSED PRECAST WHEEL STOP. REFER TO DETAIL CE 7.
- $|\widehat{M}|$  5' WIDE, 4" THICK PCC SIDEWALK PER CITY OF LEE'S SUMMIT SPECIFICATIONS. MAXIMUM CROSS SLOPE AT 1:50.
- N CONCRETE PAD FOR CONDENSING UNITS. CONTRACTOR TO COORDINATE WITH MEP PLANS FOR EXACT NUMBER AND
- O CONCRETE FLUME. REFER TO DETAIL SHEET CE 5.
- (P) SAWCUT TO PROVIDE A SMOOTH JOINT.
- 1) THIS DEVELOPMENT WILL UTILIZED THE EXISTING TRASH COLLECTION SERVICE FROM THE ADJACENT STORAGEMART FACILITY.
- 2) THESE PLANS ARE SUBJECT TO FIRE DEPARTMENT APPROVAL PRIOR TO FINAL PERMITTING.
- 3) ALL SIGNS SHALL COMPLY WITH ARTICLE 9 SIGNS, OF THE UNIFIED DEVELOPMENT
- 4) ALL ACCESSIBLE PARKING SHALL COMPLY WITH THE REQUIREMENTS OF THE FEDERAL
- 5) ALL LIGHTING SHALL CONFORM TO ARTICLE 8, SUBDIVISION 5 LIGHTING STANDARDS OF CITY OF LEE'S SUMMIT UDO. ANY LIGHTS USED TO ILLUMINATE THE PARKING AREA SHALL BE ARRANGED, LOCATED OR SCREENED SO THAT LIGHT IS DIRECTED AWAY FROM AND NO LIGHT SOURCE IS VISIBLE FROM A PUBLIC STREET, A RESIDENTIALLY—ZONED AREA, OR A
- 6) THE PAVEMENT JOINTS SHOWN ARE A GRAPHICAL REPRESENTATION OF A POSSIBLE JOINT CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH JOINT LAYOUT FOR APPROVAL BY ENGINEER PRIOR TO POURING OF PAVEMENT.
- 7) ALL MECHANICAL UNITS SHALL BE SCREENED PER UDO ARTICLE 8.

CALCULATIONS:		
LAND AREA:		
TOTAL LAND AREA:		1.27
BUILDING DETAILS:		
1ST FLOOR:		16,541 SQ
2ND FLOOR:		14,961 SC
3ND FLOOR:		14,961 SC
TOTAL S.F. (3-STORIES)		46,463 SQ
PARKING SUMMARY:		
SPACES REQUIRED:		
MINI-WAREHOUSE STORAGE FACILITY		
- 2 FOR FACILITY	_	
- 1 PER EMPLOYEE MAX. SHIFT		
STANDARD SPACES REQUIRED (2 EMP	LOYEES, MAX SHIFT):	4 SPA
HANDICAP SPACES REQUIRED:	,	1 SP
SPACES PROVIDED:		
STANDARD SPACES PROVIDED:		4 SPA
HANDICAP SPACES PROVIDED:		2 SP
TOTAL SPACES PROVIDED:		6 SPA
LOT COVERAGES:	ACTUAL	
NET LAND AREA:	55,449 SQ.FT.	1
TOTAL IMPERVIOUS SURFACE AREA:	36,782 SQ.FT.	
TOTAL OPEN SPACE:	18,667 SQ.FT.	,
FLOOD ADEA DATIO.		{
FLOOR AREA RATIO:		



REVISIONS:

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

TIMOTHY D. CROCKETT MO LICENSE - 2004000775

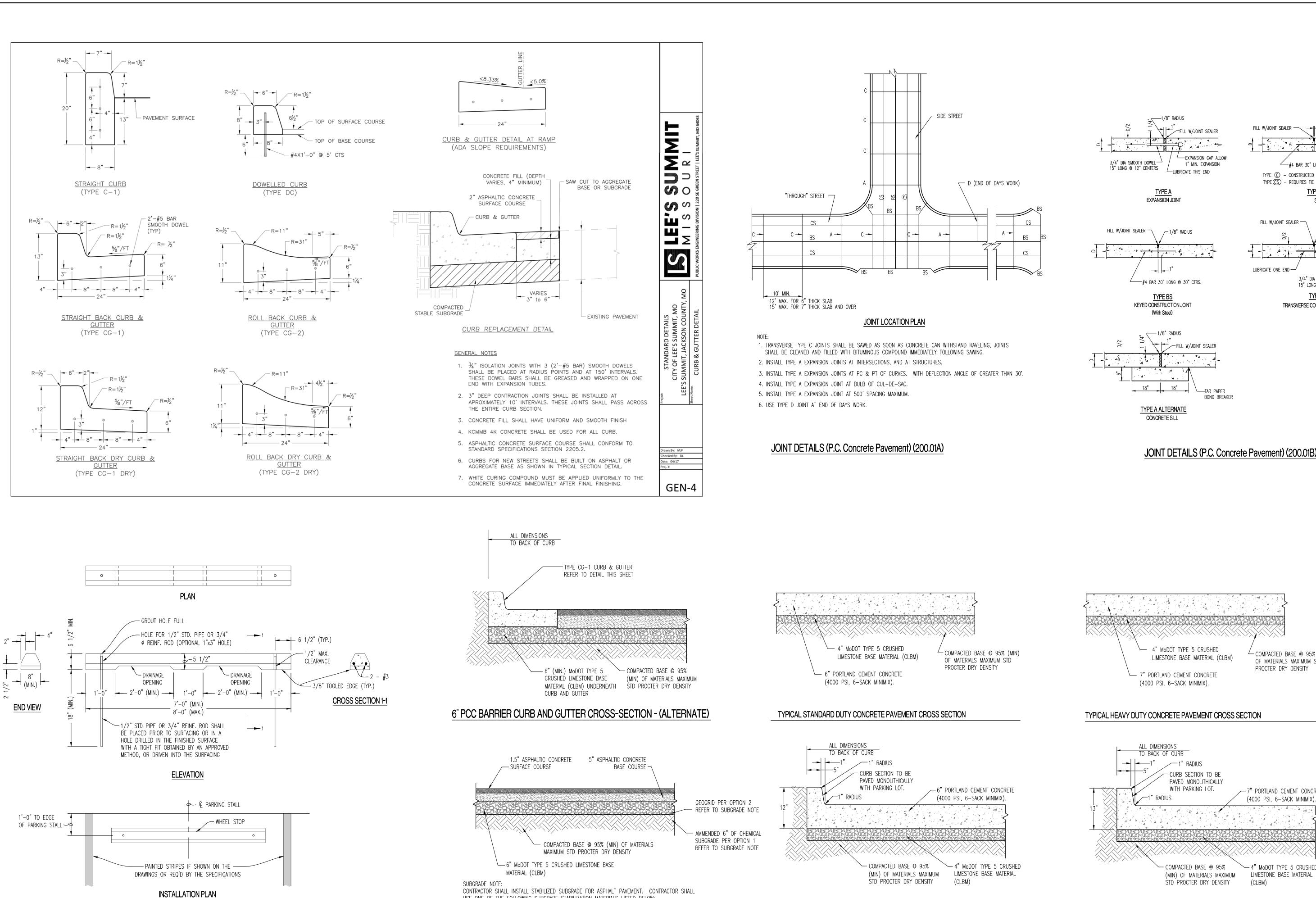
STORAGE MART 156

DRAWING INCLUDES:

SITE PLAN

DESIGNED: DRAWN:

PROJECT NO.: 170504



USE ONE OF THE FOLLOWING SUBGRADE STABILIZATION MATERIALS LISTED BELOW:

ACCORDANCE WITH THE MANUFACTURES'S INSTRUCTIONS.

PRECAST CONCRETE WHEEL STOP DETAILS

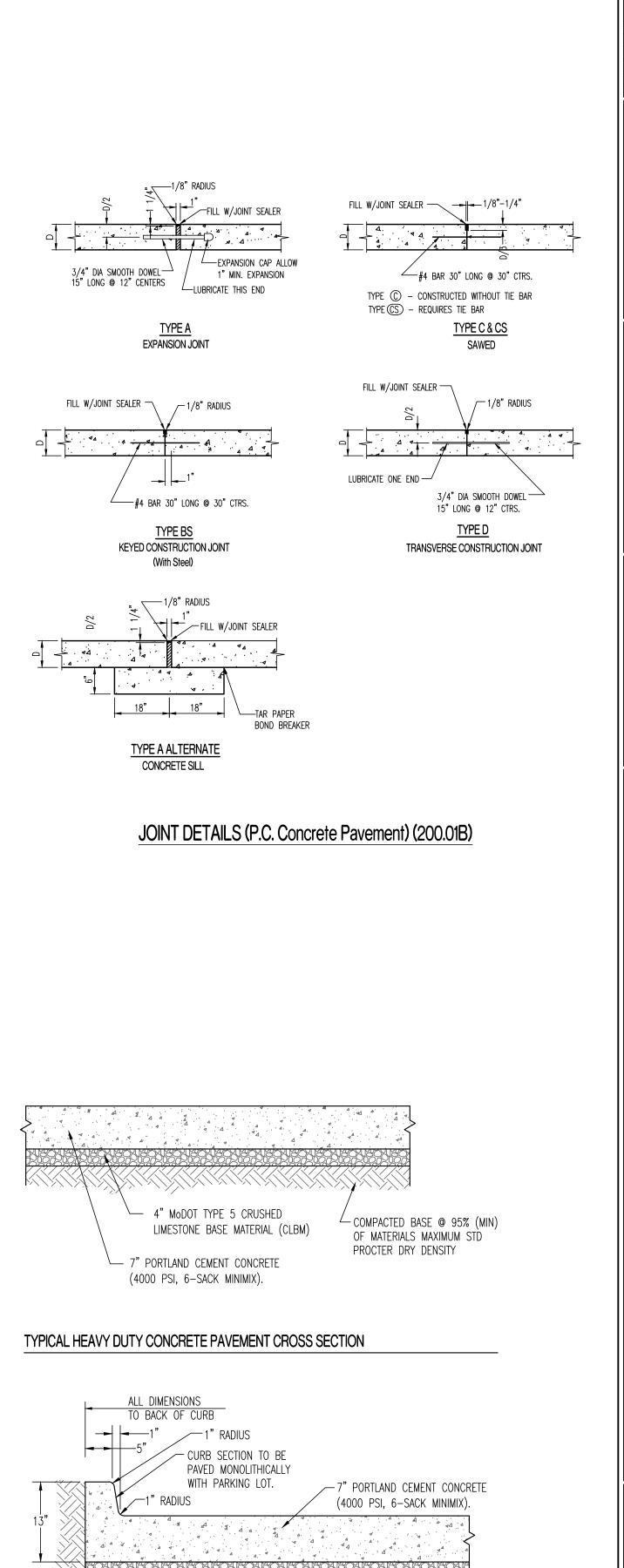
1. 6" OF CHEMICAL SUBGRADE WITH EITHER FLY ASH, PORTLAND CEMENT, HYDRATED LIME OR

2. BIAXIAL GEOGRID, TRIANGULAR GEOGRID, OR WOVEN GEOTEXTILES AS LISTED IN THE CURRENT LEE'S SUMMIT PUBLIC WORKS APPROVED PRODUCTS LIST. GEOGRID SHALL BE INSTALLED IN

TYPICAL ASPHALTIC PAVEMENT CROSS-SECTION (ALTERNATE)

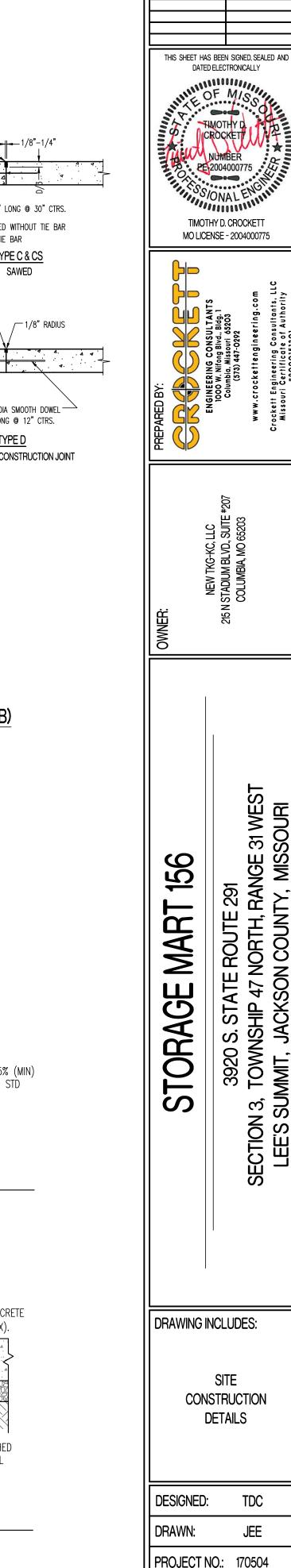
6" BARRIER CURB CROSS-SECTION (DRIVEWAY APPROACH)

STANDARD DUTY CONCRETE PAVEMENT



6" BARRIER CURB CROSS-SECTION FOR HEAVY DUTY PAVEMENT

HEAVY DUTY CONCRETE PAVEMENT



3920 S. STATE ROUTE 291 ECTION 3, TOWNSHIP 47 NORTH, RANGE 31 V LEE'S SUMMIT, JACKSON COUNTY, MISSOL

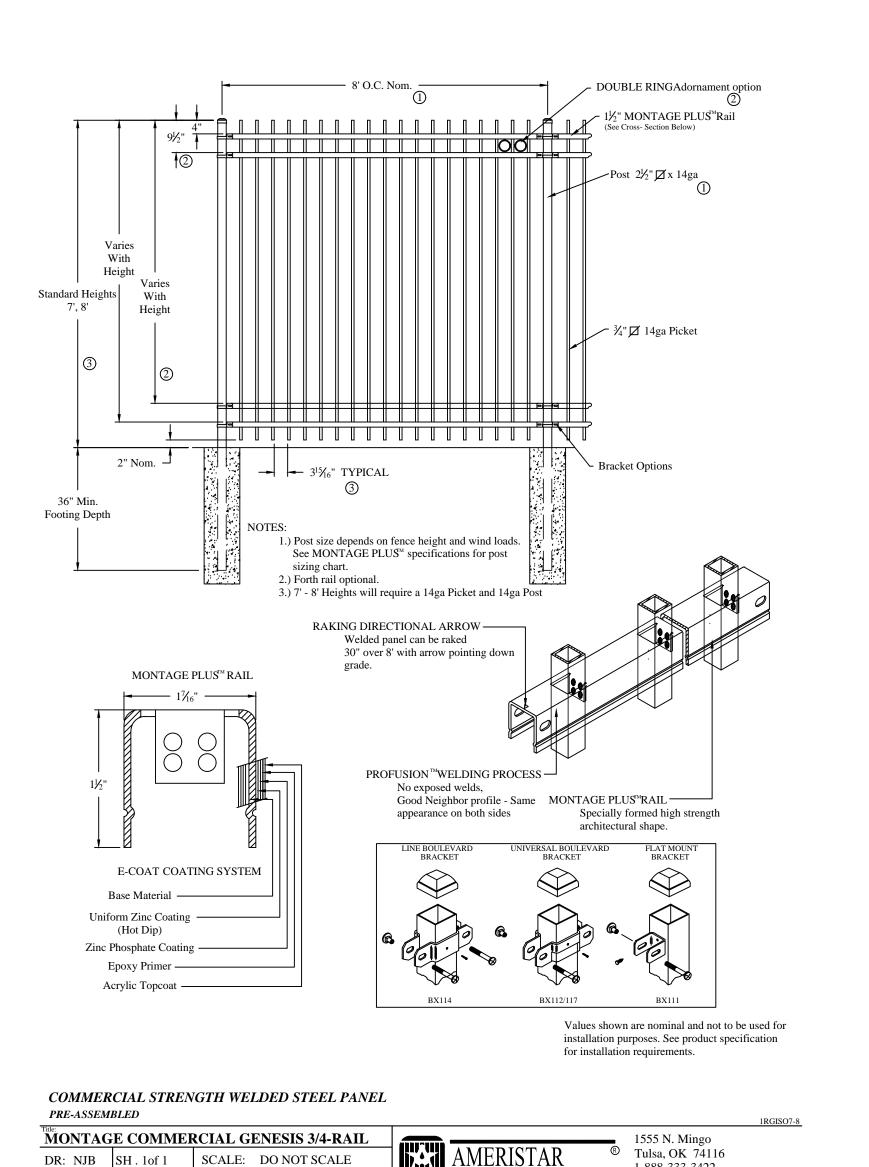
SITE

TDC

JEE

SHEET:

REVISIONS:

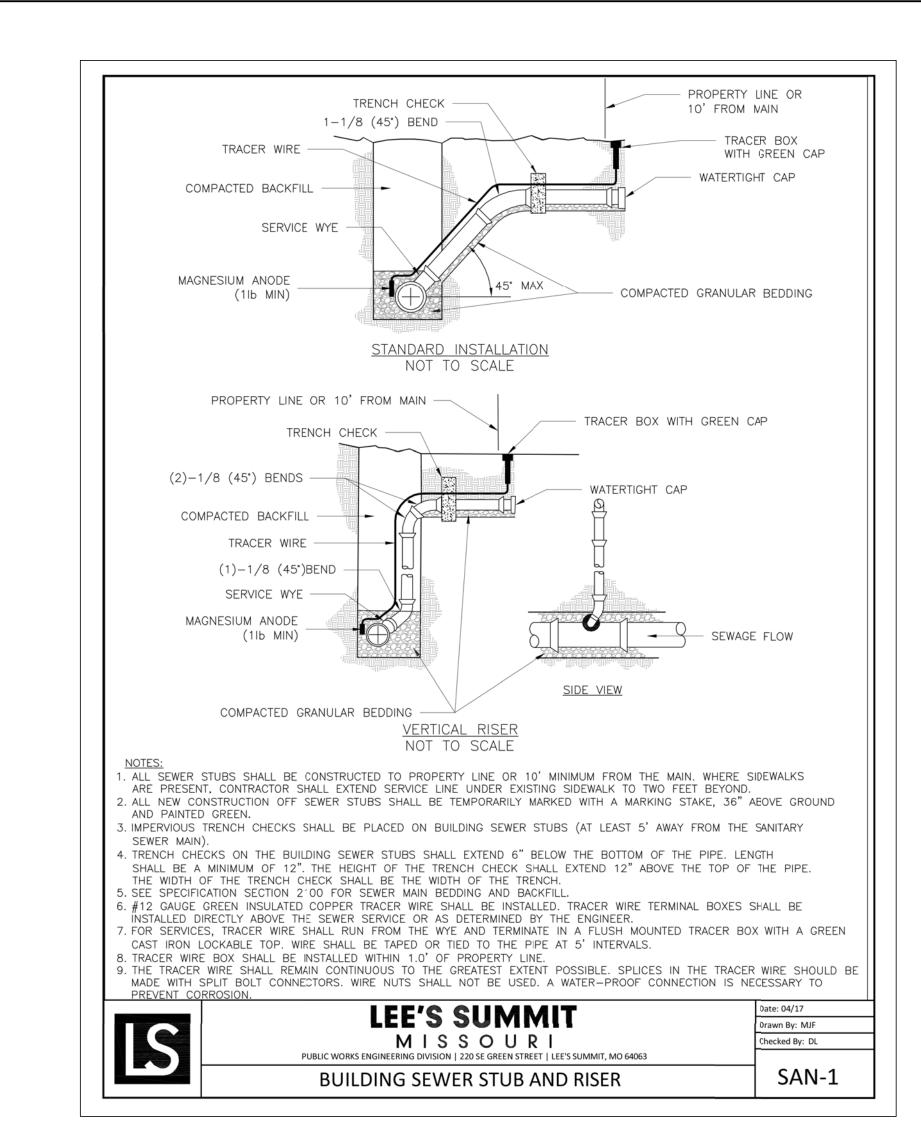


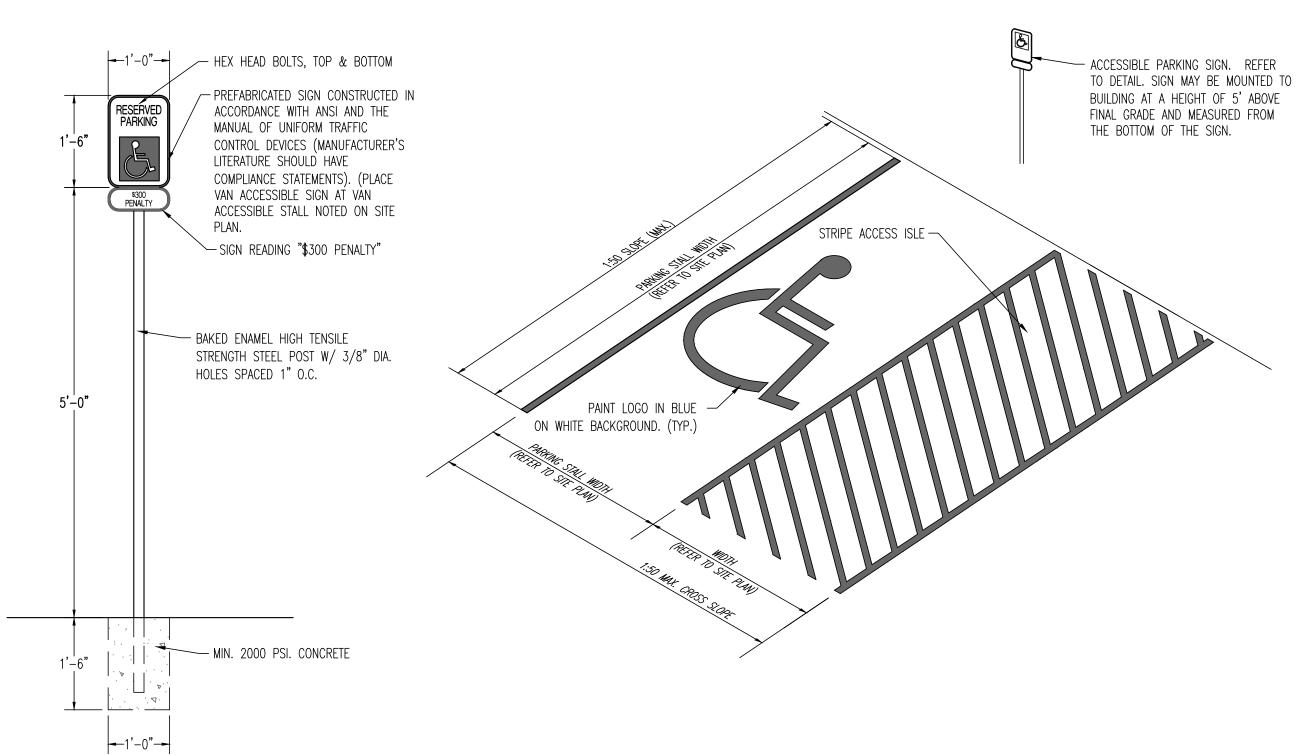
CK: BS Date 9/21/11

REV: d

1-888-333-3422

www.ameristarfence.com





ACCESSIBLE PARKING STALL AREA DETAIL

DRAWN: JEE PROJECT NO.: 170504

DRAWING INCLUDES:

ACCESSIBLE PARKING,

SANITARY SEWER &

SECURITY FENCE DETAILS

TDC

SHEET:

DESIGNED:

STORAGE MART 156

3920 S. STATE ROUTE 291 ECTION 3, TOWNSHIP 47 NORTH, RANGE LEE'S SUMMIT, JACKSON COUNTY, MIS

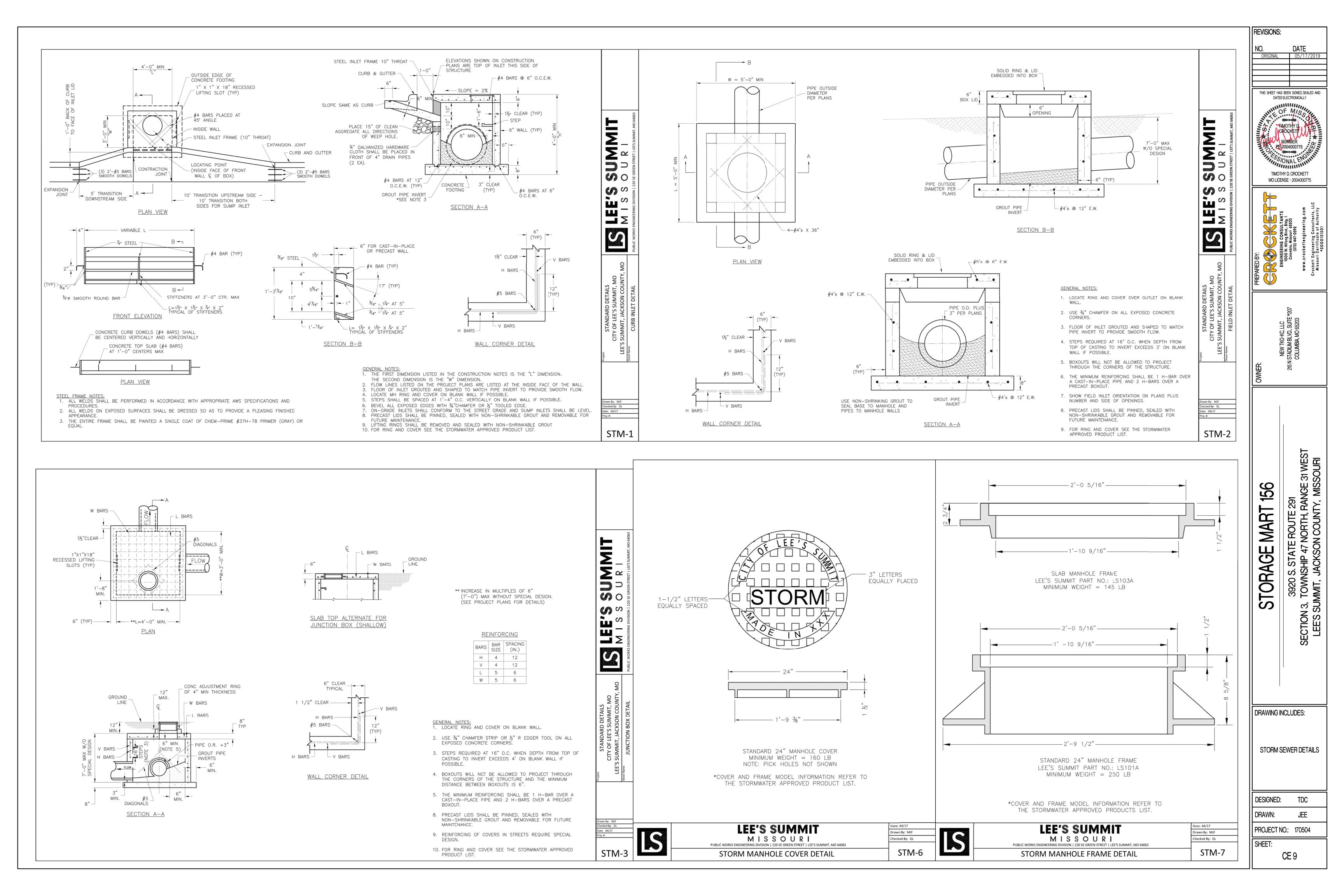
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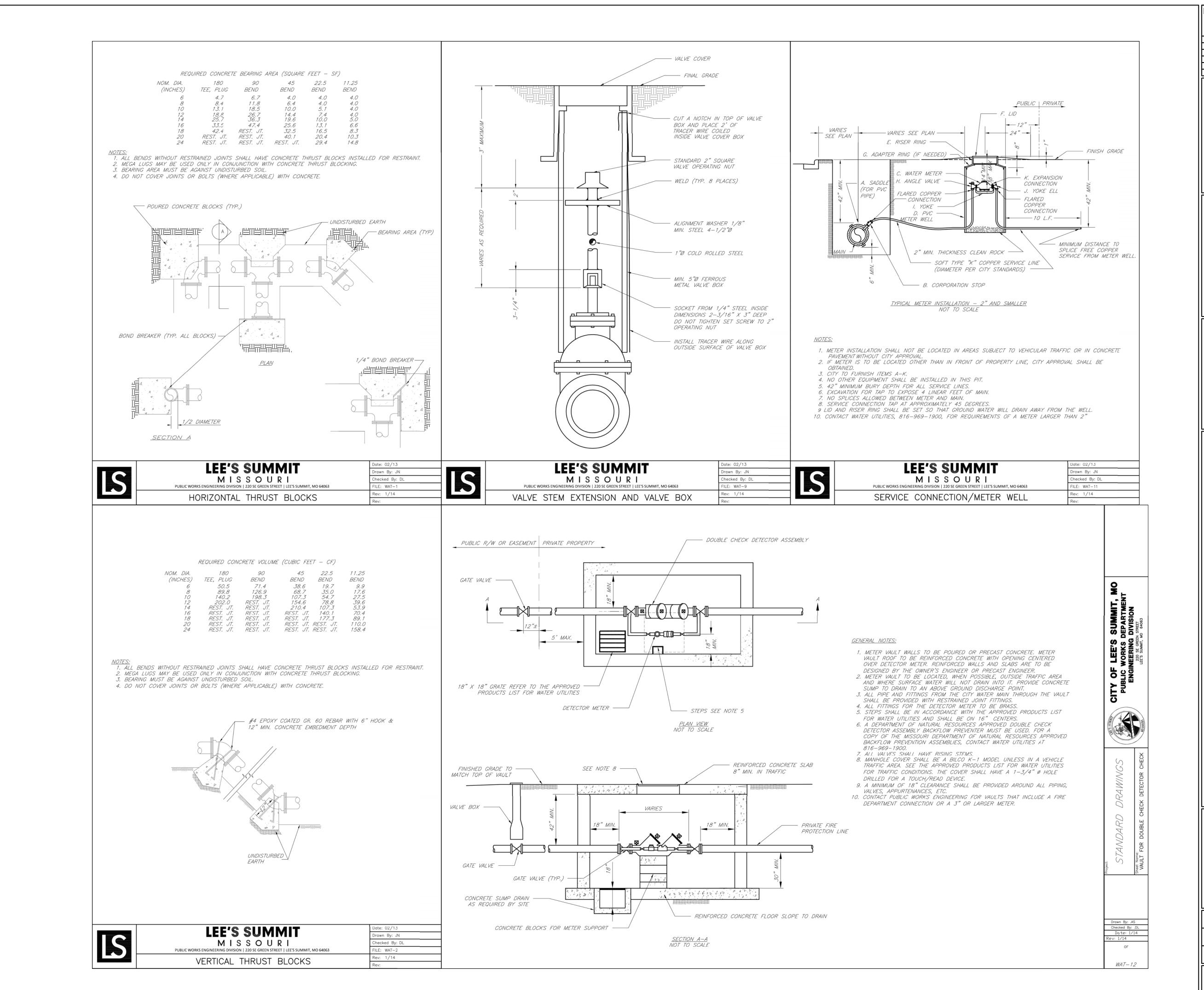
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ACCESSIBLE PARKING SIGN





| REVISIONS:

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**MART 156** STORAGE

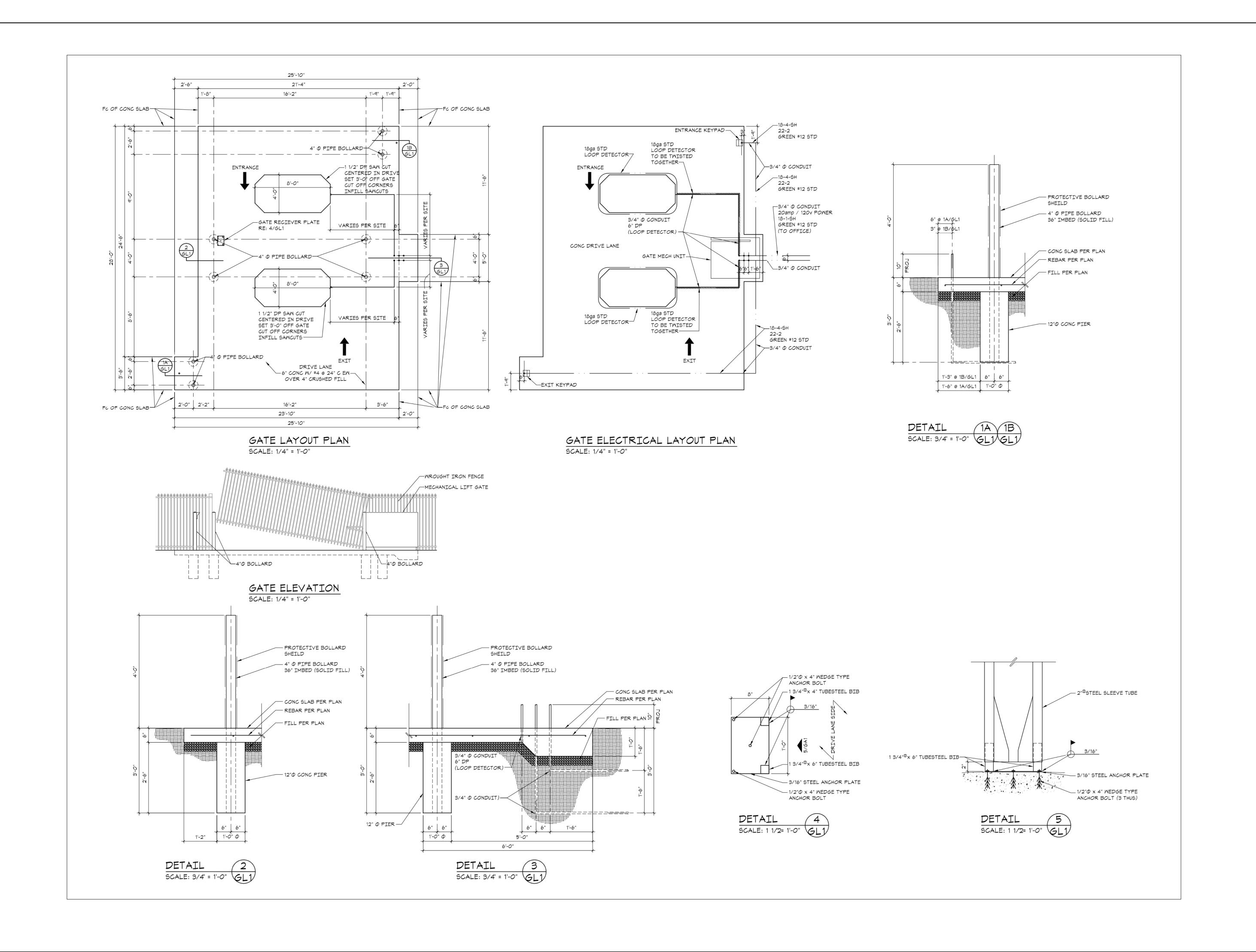
3920 S. STATE ROUTE 291 CTION 3, TOWNSHIP 47 NORTH, RANGE LEE'S SUMMIT, JACKSON COUNTY, MIS

DRAWING INCLUDES:

WATER DETAILS

DESIGNED: TDC DRAWN: JEE PROJECT NO.: 170504

SHEET:



REVISIONS:

NO. DATE

ORIGINAL 05/17/2019

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

OF M/SS

TIMOTHY D. CROCKETT

MO LICENSE - 2004000775

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w w w. crockettengineering.com

Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#9000151301

NEW TKG-KC, LLC 215 N STADIUM BLVD., SUITE #207 COLUMBIA, MO 65203

STORAGE MART 156
3920 S. STATE ROUTE 291

3920 S. STATE ROUTE 291
SECTION 3, TOWNSHIP 47 NORTH, RANGE 31 WEST
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

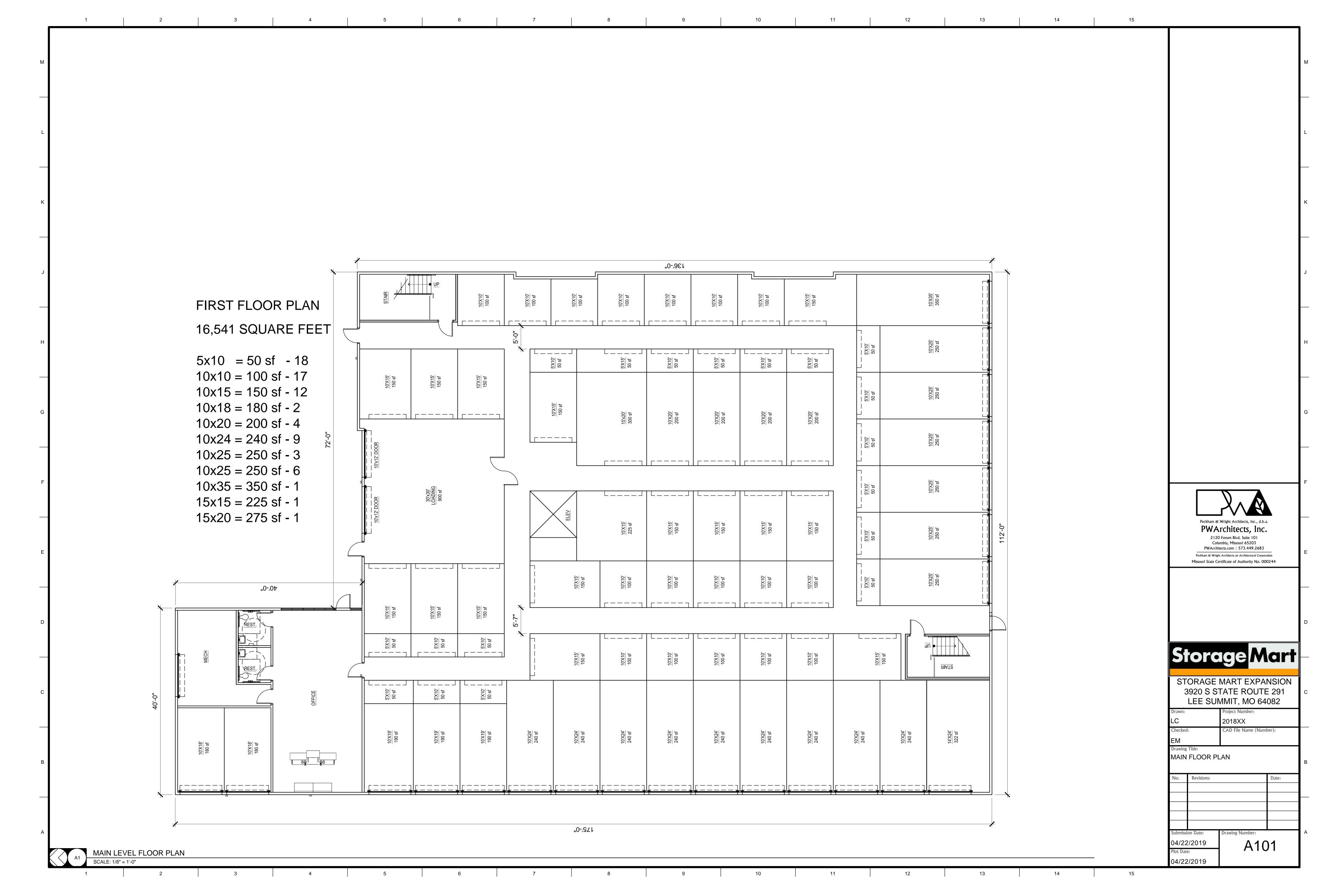
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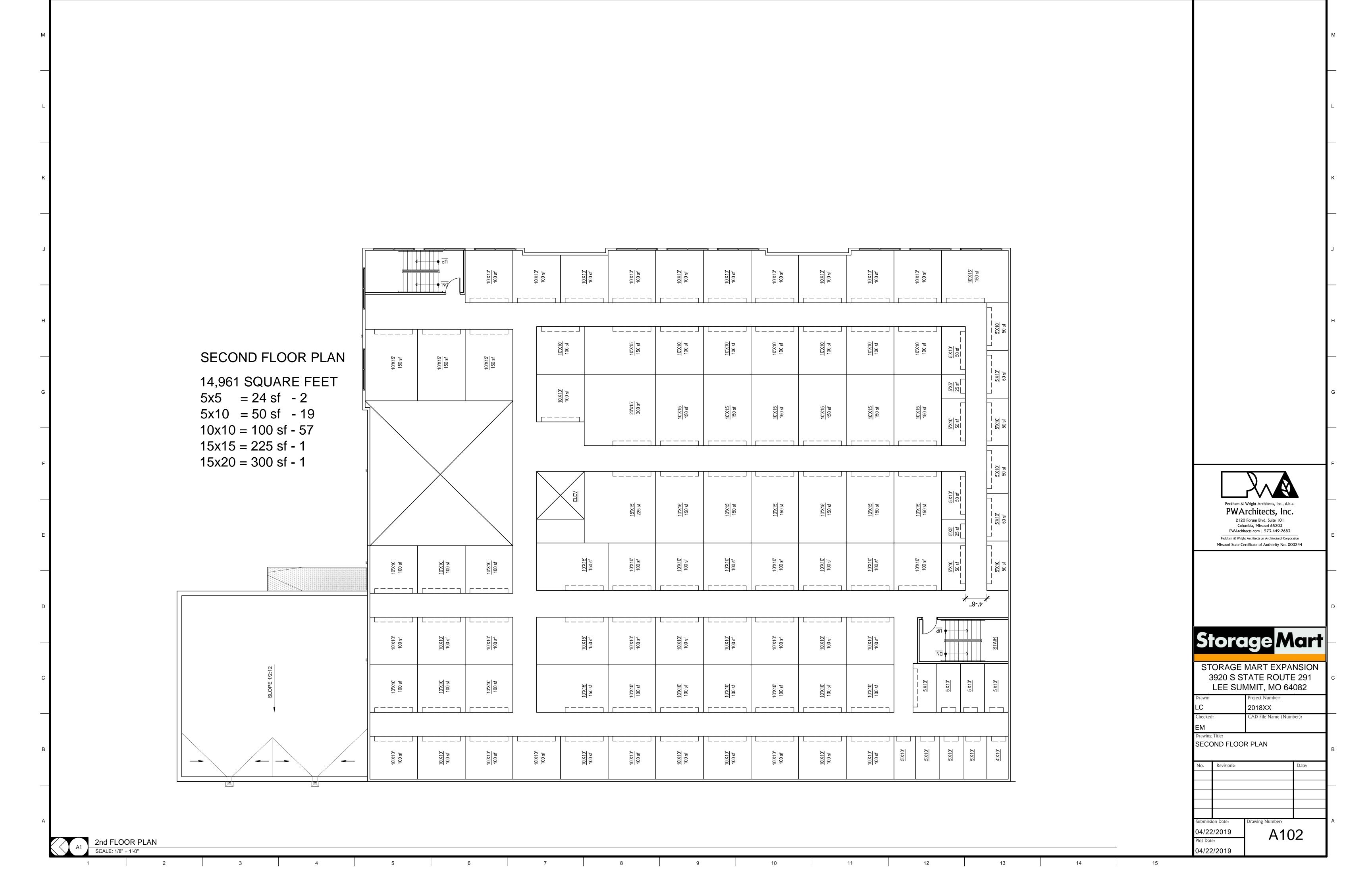
SECURITY GATE DETAILS

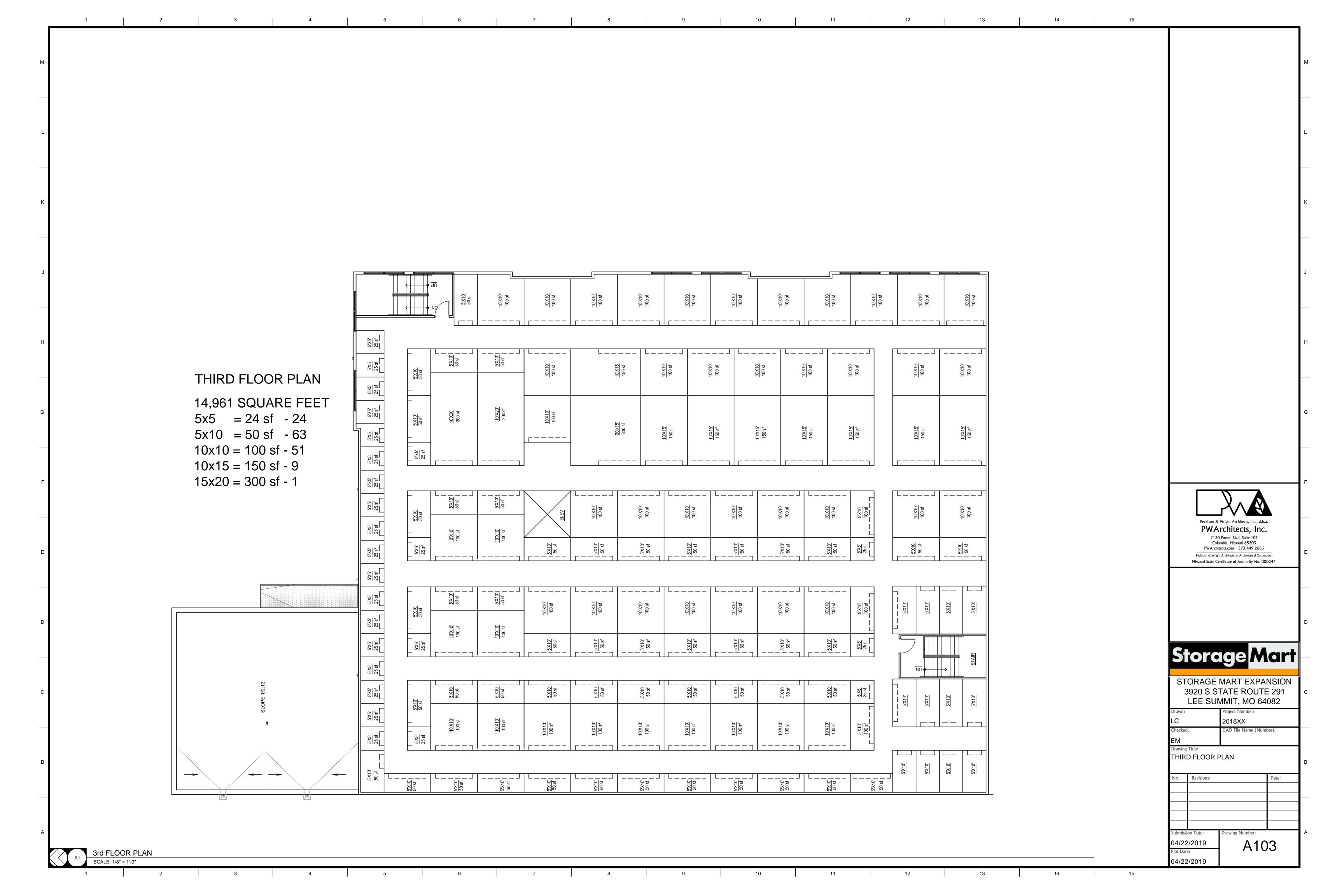
DESIGNED: TDC
DRAWN: JEE

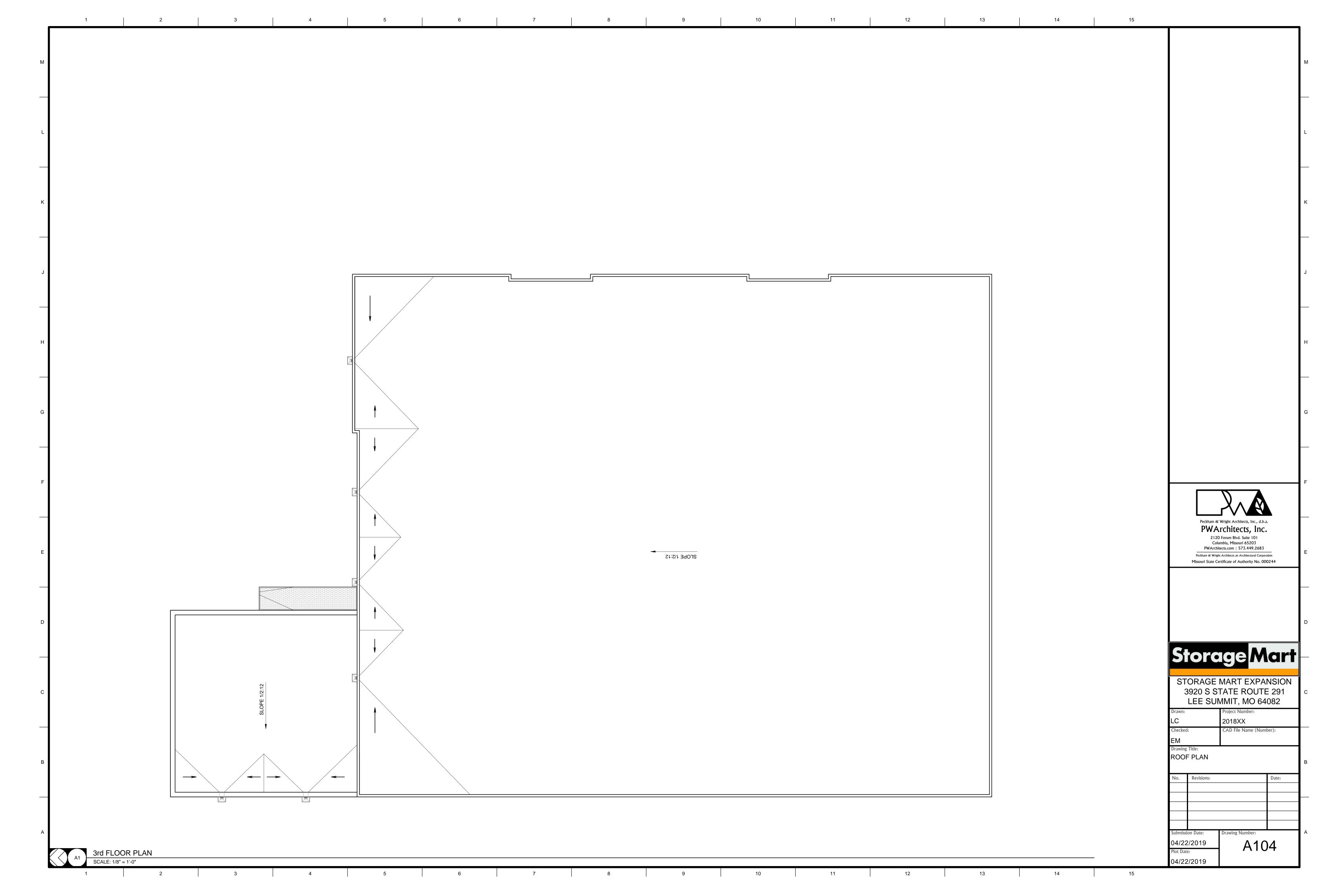
PROJECT NO.: 170504

SHEET:

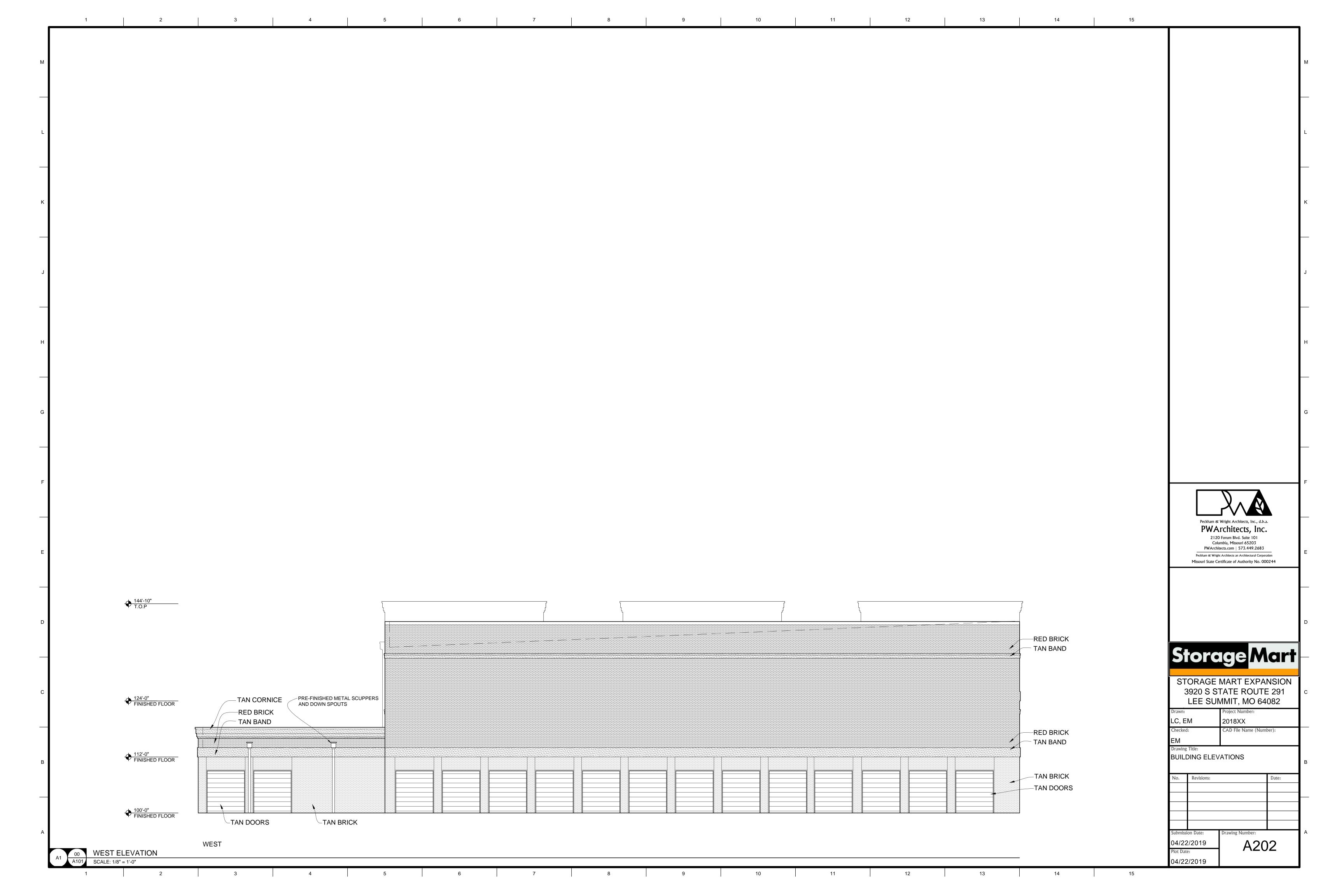






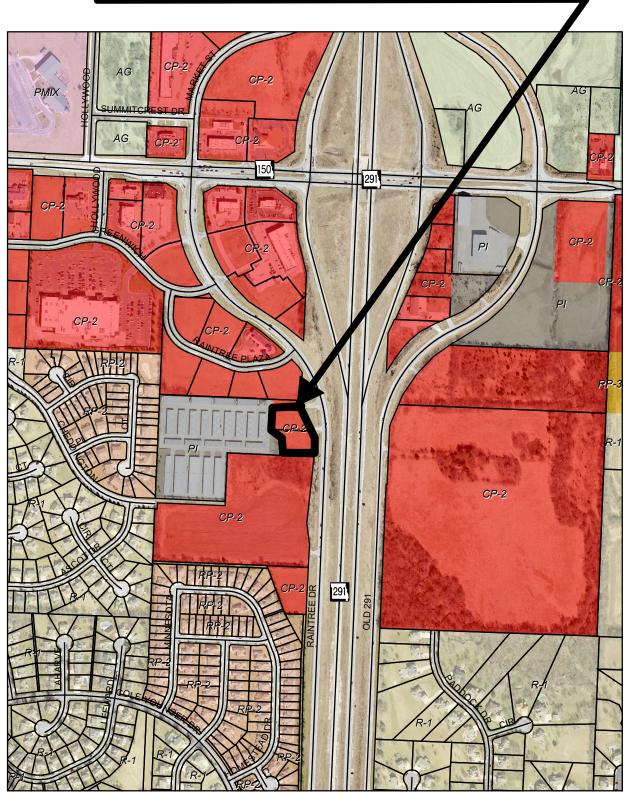








## PL2018-220 AND 222 REZONING FROM CP-2 TO PI PRELIM DEV PLAN & SPECIAL USE PERMIT **STORAGE MART 3924 AND 3930 SW RAINTREE DRIVE**









## The City of Lee's Summit

#### **Packet Information**

File #: BILL NO. 19-172, Version: 1

An Ordinance approving a Special Use Permit for an indoor climate controlled storage facility that also includes limited outdoor non-climate controlled unit access and vehicular storage in District PI on land located at 3930 and 3924 SW Raintree Drive, proposed Storage Mart, all in accordance with the provisions of Chapter 33, The Unified Development Ordinance of Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

#### **Proposed City Council Motion:**

I move for second reading of an Ordinance approving a Special Use Permit for an indoor climate controlled storage facility that also includes limited outdoor non-climate controlled unit access and vehicular storage in District PI on land located at 3930 and 3924 SW Raintree Drive, proposed Storage Mart, all in accordance with the provisions of Chapter 33, The Unified Development Ordinance of Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director of Plan Services Jennifer Thompson, Senior Planner

#### **BILL NO. 19-172**

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN INDOOR CLIMATE CONTROLLED STORAGE FACILITY THAT ALSO INCLUDES LIMITED OUTDOOR NON-CLIMATE CONTROLLED UNIT ACCESS AND VEHICULAR STORAGE IN DISTRICT PI ON LAND LOCATED AT 3930 AND 3924 SW RAINTREE DRIVE, PROPOSED STORAGE MART, ALL IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 33, THE UNIFIED DEVELOPMENT ORDINANCE OF LEE'S SUMMIT CODE OF ORDINANCES, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2018-220 submitted by New TGK-KC, LLC, requesting a special use permit for an indoor climate controlled storage facility that also includes limited outdoor non-climate controlled unit access and vehicular storage in District PI (Planned Industrial District) on land located at 3930 and 3924 SW Raintree Drive was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a special use permit by the City following public hearings by the Planning Commission and City Council, and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the special use permit on July 11, 2019, and rendered a report to the City Council recommending that the special use permit be approved; and.

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on August 6, 2019, and approved a motion for a second ordinance reading to approve the special use permit for said property; and,

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

SECTION 1. That the application pursuant to Section 6.1185 and Section 6.1020 of the Unified Development Ordinance to allow for an indoor climate controlled storage facility that also includes limited outdoor non-climate controlled unit access and vehicular storage in District PI with a special use permit is hereby granted for a period of 25 years, with respect to the following described property:

South M-291 Safety Mini Storage Lots 1 and 2, a subdivision in Lee's Summit, Jackson County, Missouri.

SECTION 2. That the following conditions of approval apply:

1. The special use permit shall be granted for a period of 25 years.

SECTION 3. That development shall be in accordance with the preliminary development plan, date stamped May 21, 2019, appended hereto and made a part hereof.

#### **BILL NO. 19-172**

SECTION 4. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit.

SECTION 5. Nonseverability. All provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgment on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgment.

SECTION 6. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City, 2019.	of Lee's	Summit,	Missouri, this	day of
ATTEST:		Mayor И	Villiam A. Baird	
City Clerk Trisha Fowler Arcuri				
APPROVED by the Mayor of said city	this	day of	, 2019.	
ATTEST:		Mayor И	Villiam A. Baird	
City Clerk Trisha Fowler Arcuri	•			
APPROVED AS TO FORM:				
City Attorney Brian W. Head				



## **Development Services Staff Report**

File Number PL2018-220 and 222

File Name REZONING FROM CP-2 TO PI, PRELIMINARY DEVELOPMENT

PLAN, and SPECIAL USE PERMIT – Storage Mart

Applicant New TKG-KC LLC

**Property Address** 3924 & 3930 SW Raintree Dr.

Planning Commission Date July 11, 2019

**Heard by** Planning Commission and City Council

**Analyst** Jennifer Thompson, Senior Planner

Checked By Hector Soto, Jr., AICP, Planning Manager and

Kent Monter, PE, Development Engineering Manager

#### **Public Notification**

Pre-application held: February 7, 2018

Neighborhood meeting conducted: February 26, 2019 Newspaper notification published on: June 8, 2019

Radius notices mailed to properties within 185 feet on: May 23, 2019

Site posted notice on: May 24, 2019

#### **Table of Contents**

1 Project Data and Facts	2
2. Land Use	3
4. Unified Development Ordinance (UDO)	4
5. Comprehensive Plan	4
6. Analysis	5
7. Recommended Conditions of Approval	10

#### **Attachments**

- 1. Transportation Impact Analysis, prepared by City Traffic Engineer, dated July 3, 2019 2 pages
- Trip Generation Assessment, submitted by Crockett Engineering –
   3 pages
- 3. Preliminary Development and Rezoning Plan, date stamped May 21, 2019 –24 pages
- Special Use Permit Criteria, Comprehensive Narrative, Preliminary Development Plan Criteria, M-150 Corridor Overlay, and Modification responses from applicant 7

  – pages
- 5. Detention and Water Quality Calculations 5 pages
- 6. Photos of Subject and Surrounding Properties, date stamped May 21, 2019 4 pages
- 7. Neighborhood Meeting Letter 4 pages
- 8. Location Map

#### 1. Project Data and Facts

Project Data		
Applicant/Status	New TKG-KC, LLC/Owner	
Applicant's Representative	Weyen Burnam	
Location of Property	3924 & 3930 SW Raintree Dr.	
Size of Property	±1.27	
Zoning (Existing)	CP-2 (Planned Community Commercial)	
Zoning (Proposed)	PI (Planned Industrial)	
<b>Comprehensive Plan Designation</b>	Retail	
Procedure	The Planning Commission makes a recommendation to the City Council on the proposed rezoning, preliminary development plan and special use permit. The City Council takes final action on the rezoning, preliminary development plan and special use permit in the form of an ordinance.	
	<b>Duration of Validity:</b> There is no expiration to an approval for rezoning.	
	Preliminary development plan approval by the City Council shall not be valid for a period longer than twenty-four (24) months from the date of such approval, unless within such period a final development plan application is submitted. The City Council may grant one extension not exceeding twelve (12) months upon written request.	
	A special use permit shall be valid for a specific period of time if so stated in the permit.	

#### PL2018-220 and 222

Planning Commission Hearing Date / July 11, 2019 Page 3 of 11

#### **Current Land Use**

The property is a platted undeveloped lot/vacant lot accessed from SW Raintree Dr. and located west of M-291 Hwy.

#### **Description of Applicant's Request**

The applicant is seeking a rezone from CP-2 to PI, a preliminary development plan and a special use permit for a single multi-story storage building with indoor climate controlled storage units, exterior-access non-climate controlled storage units, and limited outdoor storage.

#### 2. Land Use

#### **Description and Character of Surrounding Area**

The property is located at 3924 and 3930 SW Raintree Drive in the South M-291 Safety Mini Storage subdivision, located immediately east of the existing mini-warehouse storage facility. The property is surrounded by vacant property to the north, south and east.

#### **Adjacent Land Uses and Zoning**

North:	CP-2 (Planned Community Commercial District) – vacant ground
South:	CP-2 (Planned Community Commercial District) – vacant ground
East:	Across SW Raintree Dr. and M-291 Hwy/CP-2 (Planned Community Commercial
	District) – vacant ground
West:	PI (Planned Industrial) – existing mini-warehouse storage facility

#### **Site Characteristics**

The site is currently comprised of two vacant lots with a natural drainage ditch area located on the south portion of the site. The site will be replatted to combine the existing and proposed facilities into one lot. An existing utility easement will be vacated prior to the issuance of a building permit. The existing partial driveway will be removed and access will be from the existing drive located to the north of this property. In addition, as part of this development plan the existing pole sign will be removed.

#### **Special Considerations**

This site is an expansion of the existing storage facility located immediately to the west.

### 3. Project Proposal

#### Site Design

Land Use	
Impervious Coverage:	66%
Pervious:	34%
TOTAL	100%

#### **Parking**

Proposed		Required	
Total parking spaces proposed:	6	Total parking spaces required:	4
Accessible spaces proposed:	2	Accessible spaces required:	1
Parking Reduction requested?	No	Off-site Parking requested?	No

#### **Setbacks (Perimeter)**

Yard	Building / Parking Required	Building / Parking Proposed
Front (East)	15' (Building)/20' (Parking)	30' (Building) / 30' (Parking)
Side (north and south)	15' (Building)/6' (Parking)	40'+ and 50'+ (Building)/30' (Parking)
Rear (West)	20' (Building)/6' (Parking)	30'+ (Building)/ n/a (Parking)

#### Structure(s) Design

Number and Proposed Use of Buildings
1 partially climate controlled facility building with interior and exterior storage unit access, and limited
outdoor storage
Building Height
44'
Number of Stories
3 stories

## 4. Unified Development Ordinance (UDO)

Section	Description
2.240, 2.250	Rezoning
2.300,2.310,2.320	Preliminary Development Plan
6.620,6.630,6.640,	
6.650,6.1020,6.1185	Special Use Permit
4.220	Zoning Districts

## 5. Comprehensive Plan

Focus Areas	Goals, Objectives & Policies
Economic Development	Objective 2.1, 2.2, 2.3
Overall Area Land Use	Objective 1.1, 1.2, 1.3, 1.4
Commercial Development	Objective 4.1, 4.2, 4.3

#### 6. Analysis

#### **Background**

The applicant proposes a rezoning, preliminary development plan, and a special use permit for an indoor climate controlled storage facility that also includes limited outdoor non-climate controlled unit access and outdoor vehicular storage. The property is located west of M-291 Hwy and SW Raintree Dr. and east of the existing mini-storage facility. The applicant also requests to rezone the property from CP-2 to PI to allow for the component of the outdoor unit access and limited outdoor storage.

The facility is comprised of one (1) building totaling 302 units. The color palette and materials for the proposed building is primarily red and tan brick with stone accents and bronze storefronts.

The applicant requests modifications for the proposed outdoor unit access activities, outdoor storage, and roof pitch. Staff supports the requested modifications.

The applicant requests a 50 year time period. Staff doesn't support the requested time period and has recommended a 25 year time period to be consistent with recently approved storage facilities.

#### Site Design

Staff and the applicant have had significant and multiple reviews of the proposed elevations since the original submittals. The applicant has been willing to revise the architectural drawings based on staff feedback. As part of the staff review the following concerns were discussed, addressed and are reflected on the current and proposed elevations:

- Removal of exterior garage doors and fencing facing M-291 Hwy.
- Additional windows
- · Additional cornice detail
- Opaque glass windows will be provided—there will be no storage doors visible from view
- A rendering/perspective was provided "as seen" from M-291 Hwy
- Additional vertical articulation and four-sided architecture

#### History

- December 9, 2003 A final development plan was approved for South M-291 Safety Mini Storage Facility (Appl. #2003-136).
- May 22, 2003 A minor plat was approved for South M-291 Safety Mini Storage, Lots 1 & 2 (Appl. #2002-234). The plat was recorded at the Jackson County Recorder of Deeds by Document #200310061037.
- May 17, 2006 A minor plat was approved for South M-291 Safety Mini Storage, Lots 1A, 2A, & 3A (Appl. #2006-008). The plat was recorded at the Jackson County Recorder of Deeds by Document #2006E0028581.

#### **Compatibility**

The proposed development will not negatively impact the character of the neighborhood. The proposed building has an office-like appearance and is an extension of the existing use at this location. The building will shield the existing storage facility from the M-291 Hwy frontage. The property to the immediate west is zoned industrial; the other surrounding zoning districts are CP-2 and are comprised of vacant undeveloped land.



The proposed plan will improve the aesthetics of the property by cleaning up a rough drainage way of scrub type landscaping and will provide a contoured, sodded, dry detention basin surrounded by extensive landscaping.

The building will also provide an office-like appearance for this corridor and will comply with the M-150 corridor overlay district design guidelines and sustainability regulations.

#### **Adverse Impacts**

The proposed climate controlled facility with interior and exterior access and exterior storage area will not detrimentally affect the appropriate use of neighboring property. The proposed location of the Storage Mart is located immediately to the east of the existing mini-warehouse facility.

The development is designed, located and will operate so that the public health, safety and welfare will be protected.

#### **Public Services**

Existing public facilities and services are available and adequate to meet the demand for the facility and services generated by the proposed use.

The proposed use will not impede the normal and orderly development and improvement of the surrounding property.

#### PL2018-220 and 222

Planning Commission Hearing Date / July 11, 2019 Page 7 of 11

The existing building and street network incorporates adequate ingress and egress and will be accessed from an existing driveway. There is another existing curb cut along the property in close proximity to the aforementioned driveway that will be removed.

The proposed development will not likely generate more than 100 vehicle trips to the surrounding street system during any given peak hour, a condition that requires a traffic impact study based on the Access Management Code. Although a traffic impact study is not required, the applicant submitted a Trip Generation Assessment, conducted by CBB. Staff concurs with the submitted Trip Generation Assessment. Staff concurs there are no concerns regarding the impact of the proposed development to traffic safety or traffic operations on the surrounding street system.

#### Livable Streets.

The proposed development includes all Livable Streets elements identified in the City's adopted Comprehensive Plan, associated Greenway Master Plan and Bicycle Transportation Plan.

#### **Unified Development Ordinance**

#### Rezoning and Comprehensive Plan.

The subject 1.27 acres is currently zoned CP-2 (Planned Community Commercial District). The 2005 Lee's Summit Comprehensive Plan shows the subject area as Retail. The applicant proposes to rezone the property to PI (Planned Industrial) to accommodate the proposed use. Storage facilities that have outdoor activities and storage are allowed in PI and CS zoning districts.



Although the proposed use is more industrial in nature rather than a retail use, staff supports the plan. The subject property doesn't lend itself to the retail development allowed under its existing zoning and recommended comp plan land use designation due to its adjacency to existing PI-zoned storage facility and separation from M-150 Hwy. The development is an expansion of an existing storage facility that will improve the overall site by establishing a multi-story brick, four-sided designed building with a mix of landscaping, earthen berms, and fencing to provide the necessary screening.

#### PL2018-220 and 222

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According to the applicant's response, the expansion of this existing site addresses existing demand in the market for storage facilities.

#### **Special Use Permit.**

Under the Unified Development Ordinance (UDO), a special use permit is required for Indoor Climate Controlled Storage Facilities and Mini-Warehouse Facilities within the PI zoning district. The proposed use is a combination of these two uses and therefore will be subject to the conditions of both defined uses.

**Storage Facility – Indoor climate Controlled.** There are four conditions and restrictions listed under this use in Section 6.1190 of the UDO:

- 1. All activities shall be carried on inside the structure. All of the self-storage activities will not be carried on within the building. Approximately 22 units are accessed from the exterior of the building located on the south and west elevations. In addition, approximately seven (7) parking stalls are provided for outdoor storage of R.V.s, trailers, etc., to the rear (west) of the building.
- **2. Four-sided architecture shall be required.** All four sides of the building are treated equally from a design standpoint.
- 3. No outside storage of any kind shall be permitted on the premises. There has been allotted seven (7) parking spaces located behind the building on the west side for purposes of outdoor storage of recreational vehicle parking.
- 4. PO (Planned Office District) District requirements shall be used for building placement, minimum lot size, height, setbacks, signage and landscaping. All PO (Planned Office District) requirements have been met.

**Mini-Warehouse Facility.** There are three conditions and restrictions listed under this use in Section 6.1020.

- In any non-industrial district, a mini-warehouse facility must be enclosed on all sides by a wall
  or earthen berm that shields the development from view. The proposed zoning is industrial,
  therefore this condition would not apply.
- **2. Colors selected must be of muted shades.** The proposed colors and exterior building materials are red and tan brick and light tan stone.
- **3.** Roof pitch shall be 1:3. The building has a flat roof with varying parapets. This condition is not met.

#### **Time Period**

The applicant requests a 50 year time period for the proposed use. Staff recommends a time period of 25 years to be consistent with other recently approved special use permits for climate controlled/miniwarehouse uses.

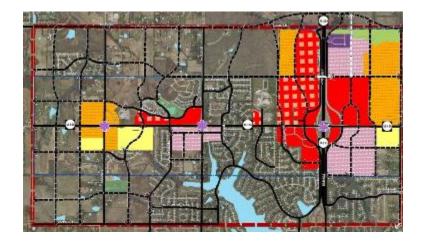
#### **Modifications**

All activities are required to be carried on inside the structure and no outdoor storage of any kind is permitted on the premises when associated with an indoor climate controlled facility. The applicant proposes approximately 22 exterior access garage units and seven (7) parking spaces for recreational vehicles. Staff supports the modifications. The design of the building allows for the outdoor storage and activities to only be permitted within the rear and sides of the building. Adequate fencing and landscaping is provided to shield these activities from off-site.

The roof pitch is required to be 1:3 when associated with a mini-warehouse facility. The proposed roof is a flat roof with varying parapets and other features. The proposed development is not a traditional storage facility, but rather a multi-story hybrid storage facility with both climate and non-climate controlled units. The building is designed to have an office-like appearance rather than a traditional storage facility.

#### M-150 Corridor Overlay District

The subject property is located within the M-150 Corridor Development Overlay District (CDO) with a designated land use referenced in the M-150 Sustainable Corridor Vision and Framework Plan as retail. The purpose of the CDO is to facilitate the development of property within the M-150 corridor with the highest possible levels of community and building design consistent with the healthy economic development and redevelopment of the plan area. Additional requirements that apply to this development include development and sustainability standards.



The proposed development meets the required design standards as the site has been well designed for the view shed of the M-291 Hwy corridor. The building will be constructed of high quality materials (brick) and utilizing four-sided architecture. The development also meets the mandatory minimum sustainability development requirements as identified in the Unified Development Ordinance. Efforts to meet these requirements include incorporating Stormwater Best Management Practices (BMP's) for source control, source filtration, and regional retention. LED lighting will be provided, native plants will be used to meet landscaping requirements, pathways for future installation of solar will be accommodated, durable and locally sourced materials will be used, and a cool roof system will be incorporated as part of the design. Please refer to the applicant's response for the "mandatory minimum sustainability requirements for additional detail.

#### **Recommendation**

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

#### 7. Recommended Conditions of Approval

#### **Site Specific**

- 1. A modification shall be granted to allow outdoor activities (i.e. exterior access to non-climate controlled storage units) to occur on site.
- 2. A modification shall be granted to allow for outdoor storage of vehicles as shown on the preliminary development plan, dated May 21, 2019.
- 3. A modification shall be granted to the 1:3 roof pitch requirements to allow a flat roofed building.
- 4. The special use permit shall be approved for a period of 25 years.
- 5. The development shall be in accordance with the preliminary development plan, dated May 21, 2019.

#### **Standard Conditions of Approval**

- 6. All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final development plan. All public infrastructure must be substantially complete, prior to the issuance of any certificates of occupancy.
- 7. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the associated engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance permit).
- 8. A Land Disturbance Permit shall be obtained from the City if ground breaking will take place prior to the issuance of an infrastructure permit, building permit, or prior to approval of the Final Development Plan/Engineering Plans.
- 9. Certain aspects of the development plan will be further reviewed during the Final Development Plan phase of the project. This includes detailed aspects of the design to help ensure that the plan meets the design criteria and specifications contained in the Design and Construction Manual.
- 10. Private parking lots shall follow Article 8 of the Unified Development Ordinance for pavement thickness and base requirements.
- 11. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to the safety to fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code. Adequate water for the required fire flow and hydrants. App. B and C.
- 12. A minor plat combining *Lots 1A, 2A, & 3A, South M-291 Safety Mini Storage* shall be submitted, reviewed, approved and recorded prior to the issuance of a building permit.
- 13. A vacation of easement application vacating the necessary easements shall be submitted, reviewed, and approved prior to the issuance of a building permit.
- 14. All proposed signs shall be submitted for review to the Development Services Department prior to installation.

#### PL2018-220 and 222

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- 15. The existing pole sign shall be removed prior to the issuance of a building permit.
- 16. Additional vinyl fencing shall be required to adequately screen the proposed outdoor storage of vehicles.



# LEE'S SUMMIT

# DEVELOPMENT REVIEW FORM TRANSPORTATION IMPACT

DATE: July 3, 2019 CONDUCTED BY: Michael K Park, PE, PTOE

**SUBMITTAL DATE:** May 21, 2019 **PHONE:** 816.969.1800

APPLICATION #: PL2018222 EMAIL: Michael.Park@cityofls.net

PROJECT NAME: STORAGE MART PROJECT TYPE: Prel Dev Plan (PDP)

#### **SURROUNDING ENVIRONMENT** (Streets, Developments)

The proposed development is located along the west side of Raintree Drive, south of M-150 Highway. The development is the planned expansion of an existing mini-warehouse facility. Commercial property lies to the north, residential to the west, M-291 Highway to the east and undeveloped property to the south.

#### **ALLOWABLE ACCESS**

The proposed development will be accessed from an existing driveway. There another existing curb cut along the property in close proximity to the aforementioned driveway that will be removed.

#### **EXISTING STREET CHARACTERISTICS** (Lanes, Speed limits, Sight Distance, Medians)

Raintree Drive is a two-lane, undivided, uncurbed, collector with a 45 mph speed limit and paved shoulders in the vicinity of the development. Though generally described by the City's Unimproved Road Policy as an interim standard adjacent to the proposed development, the City Unimproved Road Policy does not apply to MoDOT facilities such as Raintree Drive adjacent to the proposed development. Between the development and M-150 Highway, Raintree Drive is a multilane urban collector with curb, sidewalk, median, turn lanes, etc. Raintree Drive is a MoDOT owned and maintained roadway from M-150 Highway to the Raintree Subdivision located nearly 1/2 mile south of the project. The intersection of Raintree Drive at M-150 Highway is traffic signal controlled. There are no sight distance concerns within the study area.

#### ACCESS MANAGEMENT CODE COMPLIANCE? YES NO

The proposed development plan and access is in compliance with the City's Access Management Code and MoDOT Access Management Guidelines.

#### **TRIP GENERATION**

Time Period	Total	In	Out
Weekday	116	58	58
A.M. Peak Hour	7	4	3
P.M. Peak Hour	12	6	6

TRANSPORTATION IMPACT STUDY REQ	UIRED? YES	No 🖂	
	ent will not likely generate m given peak hour, a conditior Code.	•	_
Assessment, conducted be Generation Assessment. proposed development of factors such as access, th	study is not required, the apply CBB, dated March, 26, 20: Considering the minimal am luring peak hours and the exercise are no concerns regarding operations on the surroundi	18. Staff concurs with the sun ount of traffic likely general cisting roadway conditions, cong the impact of the propositions.	ubmitted Trip ted by the capacity and other
LIVABLE STREETS (Resolution 10-17)	COMPLIANT 🔀	[] Ехсертіс	ons 🗌
City's adopted Comprehe Plan attachments, and ele	y development plan includes ensive Plan, associated Green ements otherwise required l icy adopted by Resolution 10	nway Master Plan and Bicyc by ordinances and standards	le Transportation
RECOMMENDATION: APPRO Recommendations for Approval refer City Staff.	DVAL DENIAL DENIAL only to the transportation impo	<b>N/A</b> act and do not constitute an en	STIPULATIONS dorsement from

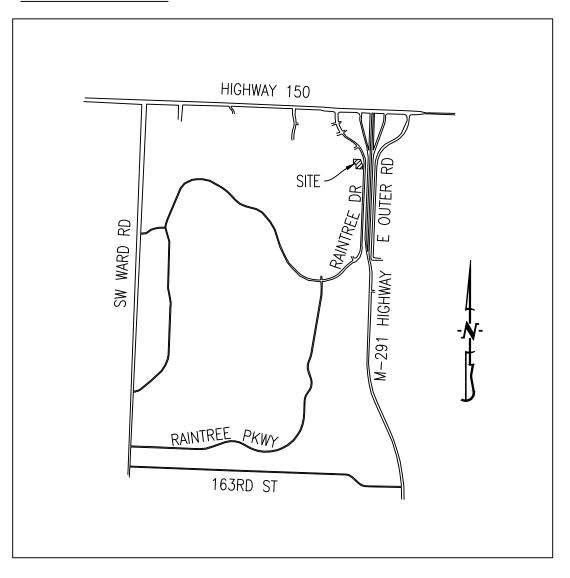
The trip generation shown above was determined based on the proposed development using

the ITE Trip Generation Manual, 10th Edition.

Staff recommends approval of the proposed preliminary development plan.

# PRELIMINARY DEVELOPMENT PLAN STORAGE MART 156

## LOCATION MAP



## PROJECT BENCHMARK:

- TBM #1 CHISELED MARKINGS ON EAST SIDE OF MANHOLE RIM LOCATED APPROX. 70' NORTHEAST OF THE NORTHEAST CORNER OF PROJECT SITE.
- TBM #2 SANITARY SEWER MANHOLE RIM LOCATED APRROX. 44' NORTHWEST OF THE SOUTHEAST CORNER OF
- TBM #3 WATER VALVE LOCATED AT THE NORTHEAST CORNER OF PROJECT SITE.

## FLOOD PLAIN STATEMENT:

A PART OF THIS TRACT IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN AS PER THE FEMA FIRM PANEL NUMBER 29095C0532G, DATE JANUARY 20, 2017. THIS SITE DRAINS TO TRIBUTARY G1 TO LAKE WINNEBAGO.

WATER:

CITY OF LEE'S SUMMIT

220 SE GREEN STREET

816-969-1800

LEE'S SUMMIT, MO 64063

SANITARY SEWER:

DEPARTMENT OF PUBLIC WORKS

CITY OF LEE'S SUMMIT

220 SE GREEN STREET

130 SE HAMBLEN ROAD

LEE'S SUMMIT, MO

816-347-4320

816-969-1800

**ELECTRIC:** 

KCP&L

LEE'S SUMMIT, MO 64063

DEPARTMENT OF PUBLIC WORKS

## LEGAL DESCRIPTION:

LOT 2A AND LOT 3A, SOUTH M-291 SAFETY MINI STORAGE LOTS 1A, 2A & 3A, RECORDED INSTRUMENT NO. 2006D0028581, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY,

## **UTILITY COMPANIES:**

#### 1022 B NORTHEAST DRIVE JEFFERSON CITY, MO 65109 1-800-344-7483

LOCATES:

MISSOURI ONE CALL INC.

## TELEPHONE: AT&T

215 N. SPRING INDEPENDENCE, MO 816-325-5610

## **NATURAL GAS:**

MISSOURI GAS ENERGY 3025 SE CLOVER ROAD LEE'S SUMMIT, MO 816-537-4681

## CABLE TELEVISION:

TIME WARNER 6550 WINCHESTER AVENUE KANSAS CITY, MO 913-643-1901

**GENERAL NOTES:** 

THE CITY OF LEE'S SUMMIT UDO & DESIGN & CONSTRUCTION MANUAL SHALL GOVERN OVER THESE PLANS AND SPECIFICATIONS.

ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LEE'S SUMMIT DESIGN & CONSTRUCTION MANUAL. CONTRACTOR TO HAVE A COPY OF THE CITY'S LATEST EDITION OF SPECIFICATIONS AND STANDARDS FOR ALL STREET, STORM, AND SANITARY CONSTRUCTION ON SITE AT ALL TIMES DURING CONSTRUCTION.

CONTRACTOR WILL BE RESPONSIBLE FOR PLACEMENT AND MAINTENANCE OF TRAFFIC CONTROL DEVICES NECESSARY TO COMPLETE THEIR PORTION OF WORK. THE DEVICES AND METHODS EMPLOYED WILL COMPLY WITH THE CURRENT VERSION OF THE MANUAL ON UNIFIED TRAFFIC CONTROL DEVICES.

- THIS TRACT CONTAINS APPROXIMATELY 1.27 ACRES.
- THIS TRACT IS ZONED CP-2, PLANNED COMMUNITY COMMERCIAL.

EXISTING UTILITIES SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL COORDINATE LOCATES (HORIZONTAL AND VERTICAL) PRIOR TO

ALL EXCAVATION TO BE IN ACCORDANCE WITH SECTIONS 319.010-319.050, REVISED STATUTES OF THE STATE OF MISSOURI. SUCH COMPLIANCE SHALL NOT, HOWEVER, EXCUSE ANY PERSON MAKING ANY EXCAVATION FROM DOING SO IN A CAREFUL AND PRUDENT MANNER, NOR SHALL IT EXCUSE SUCH PERSON FROM LIABILITY FOR ANY DAMAGE OR INJURY TO UNDERGROUND UTILITIES RESULTING

A GEOTECHNICAL EVALUATION OF THE SUBSURFACE SOIL, GROUNDWATER CONDITIONS, AND A SLOPE STABILITY ANALYSIS HAS BEEN PERFORMED BY CROCKETT GEOTECHNICAL. REFER TO REPORT NUMBER: G18353. THE OWNER SHALL SATISFY THEMSELVES OF ALL GEOTECHNICAL CONDITIONS PRIOR TO ANY CONSTRUCTION.

- ALL LAND DISTURBANCE ACTIVITIES SHALL BE IN ACCORDANCE WITH CITY OF LEE'S SUMMIT CODE OF ORDINANCES.
- ANY FILL PLACEMENT WITHIN STREET RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY OF LEE'S SUMMIT AND MODOT.

REFER TO STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR NARRATIVE REPORT AND BMP DESCRIPTIONS AND DETAILS.

- ALL SLOPES ARE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
- IT IS THE INTENT OF THESE PLANS TO COMPLY WITH THE REQUIREMENTS OF THE MoDNR CLEAN WATER COMMISSION.
- ALL DISTURBED AREAS WITHIN THE "LIMITS OF DISTURBANCE" SHALL BE FINE GRADED, SEEDED, AND MULCHED.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES AND REMOVING THEM ONCE THE SITE IS STABILIZED.
- ALL SERVICE LATERALS SHALL BE INSTALLED AS PER CITY OF LEE'S SUMMIT REQUIREMENTS AT 2.0% (MIN.) GRADE.
- ALL EXCAVATION WITHIN THE STREET RIGHT-OF-WAY SHALL BE BACKFILLED PER CURRENT CITY OF LEE'S SUMMIT AND MODOT SPECIFICATIONS.

ALL SEWERLINES SHALL BE CONSTRUCTED AT LEAST 10 FEET HORIZONTALLY. EDGE TO EDGE, FROM ANY WATERLINE AND AT LEAST 24 INCHES VERTICALLY BETWEEN THE OUTSIDE LIMITS OF THE SANITARY SEWER AND WATERLINE. FOR CONDITIONS OTHER THAN THOSE IDENTIFIED ABOVE, CONTACT THE ENGINEER FOR SPECIFIC INSTRUCTIONS.

ALL STORM SEWER PIPE SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DETAIL FOR PIPE BEDDING

IN ORDER TO TERMINATE A STATE OPERATING PERMIT THE MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR) REQUIRES THAT THE PERMITTEE SUBMIT A COMPLETED FORM H (INCLUDED WITH THE APPROVAL PERMIT) TO THE MDNR. A PERMIT IS ELIGIBLE FOR TERMINATION WHEN EITHER PERENNIAL VEGETATION, PAVEMENT, BUILDINGS, OR STRUCTURES USING PERMANENT MATERIALS COVER ALL AREAS THAT HAVE BEEN DISTURBED. VEGETATIVE COVER SHALL BE AT LEAST 70% OF FULLY ESTABLISHED PLANT DENSITY OVER 100% OF THE DISTURBED AREA. A COPY OF FORM H SHOULD BE SUBMITTED TO THE CITY AT WHICH TIME THE CITY WILL REMOVE THE PROJECT FROM ITS INSPECTION SCHEDULE.

LAND DISTURBANCE SITES SHOULD BE INSPECTED ON A REGULAR SCHEDULE AND WITHIN A REASONABLE TIME PERIOD (NOT TO EXCEED 48 HOURS) FOLLOWING HEAVY RAINS. REGULARLY SCHEDULED INSPECTIONS SHALL BE AT A MINIMUM OF ONCE PER WEEK. ANY DEFICIENCIES SHALL BE NOTED IN A WEEKLY REPORT OF THE INSPECTION AND CORRECTED WITHIN SEVEN CALENDAR DAYS OF THE REPORT. CONTRACTORS ARE REQUIRED TO SUBMIT TO CITY INSPECTION STAFF COPIES OF THEIR INSPECTION REPORTS REQUIRED BY THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) ON A MONTHLY BASIS.

NO OIL AND GAS WELLS EXIST ON THIS TRACT ACCORDING TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES OIL AND GAS PERMIT DATABASE. ALSO, NO PHYSICAL EVIDENCE EXIST THAT AN OIL AND/OR GAS WELL IS PRESENT ON THIS TRACT.

TOTAL DISTURBED AREA ON SITE = 1.27 AC.

MISSOURI DNR LAND DISTURBANCE PERMIT NUMBER TBD.

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	REVISI	ON KEY	E	<del></del>	5	က	4	5	9	2	<b>ω</b>	တ	<b>£</b>	=	12	ರ	70	<u>5</u>	ے
REV#	DATE	COMMENTS	COVER	B 1	뜅	뜅	뜅	뜅	CE 6	뜅	뜅	CE 9	CE 10	띪	CE 12	CE 13	LS.	EL001	<u>п</u>
	5/17/2019	ORIGINAL SUBMITTAL	Х	Х	Х	Х	Χ	Х	Х	Х	Х	Х	Х	Х	Х	Χ	Х	Х	Х

## SHEET INDEX:

- CE 1 DEMOLITION PLAN
- CE 2 EROSION CONTROL PLAN
- CE 3 GRADING PLAN
- CE 4 UTILITY PLAN
- CE 5 STORM SEWER PROFILE LINES 1, 2, 3 & 4 & STORM SEWER DETAILS
- CE 6 SITE PLAN
- CE 7 SITE CONSTRUCTION DETAILS
- CE 8 ACCESSIBLE PARKING, SANITARY SEWER & SECURITY FENCE DETAILS
- CE 9 STORM SEWER DETAILS
- CE 10 SECURITY FENCE DETAILS
- CE 11 SECURITY GATE DETAILS

## **LEGEND OF SYMBOLS:**

	EXISTING CURB	FF=XXX.X	MINIMUM FINISH FLOOR OF STRUCTURE
	PROPOSED CURB	(XXX.XX TC)	PROPOSED TOP OF CURB ELEVATION
	RIP RAP	(XXX.XX TP)	PROPOSED TOP OF PAVEMENT ELEVATION
	EXISTING STRUCTURE	(XXX,XX FG)	PROPOSED FINISH GRADE ELEVATION
~~~~	EXISTING TREELINE	(XXX,XX TW)	PROPOSED TOP OF WALL
~~~	PROPOSED TREELINE	(XX)	LOT NUMBER
000	EDGE OF WATERWAY		
— — W — —	EXISTING WATERLINE	$\langle X \rangle$	STORM SEWER STRUCTURE LABEL
——w—	PROPOSED WATERLINE	V	CANITADY CEWED CEDUCATION LADEL
—— G ——	EXISTING GAS LINE	X	SANITARY SEWER STRUCTURE LABEL
G	PROPOSED GAS LINE	H.P.	HIGH POINT
- $ -$ UT $ -$	EXISTING UNDERGROUND TELEPHONE	L.P.	LOW POINT
— — — UTV — — —	EXISTING UNDERGROUND CABLE TELEVISION	<del>_</del>	EXISTING SIGNS
— — – HVE— — —	EXISTING HIGH VOLTAGE ELECTRIC	Ø	EXISTING POWER POLE
—— OE ——	EXISTING OVERHEAD ELECTRIC	·	
— — — UE — — —	EXISTING UNDERGROUND ELECTRIC	ÇV	EXISTING GAS VALVE
——— OETV ———	EXISTING OVERHEAD ELEC. & TV	$\bowtie$	EXISTING WATER VALVE
— — OETVT — —	EXISTING OVERHEAD ELEC., TV & TELE.	©	EXISTING GAS METER
s		W	EXISTING WATER METER
s		ά	EXISTING FIRE HYDRANT
XXX	EXISTING MINOR CONTOUR	©	MANHOLE
	EXISTING MAJOR CONTOUR	— <b></b>	EXISTING SANITARY SEWER LATERAL
			PROPOSED SANITARY SEWER LATERAL
XXX	PROPOSED MINOR CONTOUR	18	PROPOSED TRACER WIRE TEST STATION BOX
XXX	PROPOSED MAJOR CONTOUR	[AC]	EXISTING AIR CONDITIONER
	100 YEAR FLOOD PLAIN	П	EXISTING TELEPHONE PEDESTAL
	FLOODWAY	Ē	EXISTING ELECTRICAL TRANSFORMER
	ORDINARY HIGH WATER MARK	E	EXISTING ELECTRIC METER
· · ·	STREAM SIDE BUFFER	_	
	OUTER STREAM BUFFER	¤	EXISTING LIGHT POLE

EXISTING GUY WIRE

SHEET INDEX CONT.:

CE 12 - EROSION CONTROL DETAILS

CE 13 - EROSION CONTROL DETAILS (CONT.)

LS1 - LANDSCAPING PLAN

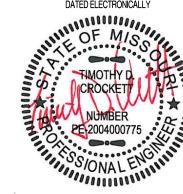
EL001 - SITE LIGHTING COVER SHEET

EL101 - SITE LIGHTING PLAN

**OWNER:** NEW TKG-KC, LLC 215 N STADIUM BLVD., SUITE #207 COLUMBIA, MO 65203 (573) 449-0091

## PREPARED BY:

THIS SHEET HAS BEEN SIGNED, SEALED AND



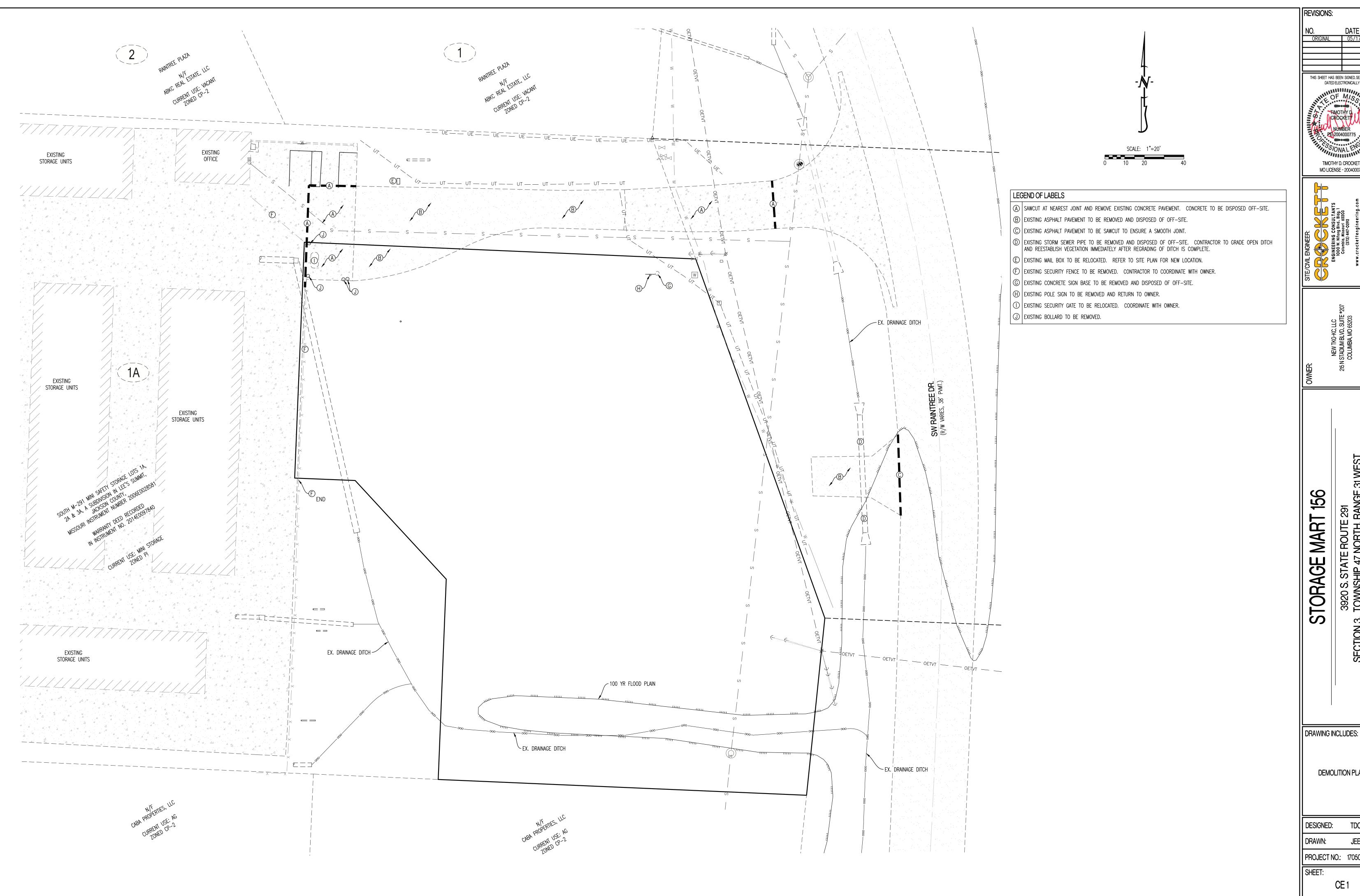
MO LICENSE - 2004000775

SITE/CIVIL ENGINEER:

ENGINEERING CONSULTANTS 1000 W. Nifong Blvd., Bldg. 1 Columbia, Missouri 65203 (573) 447-0292

www.crockettengineering.com

Crockett Engineering Consultants, LLC Missouri Certificate of Authority #2000151301

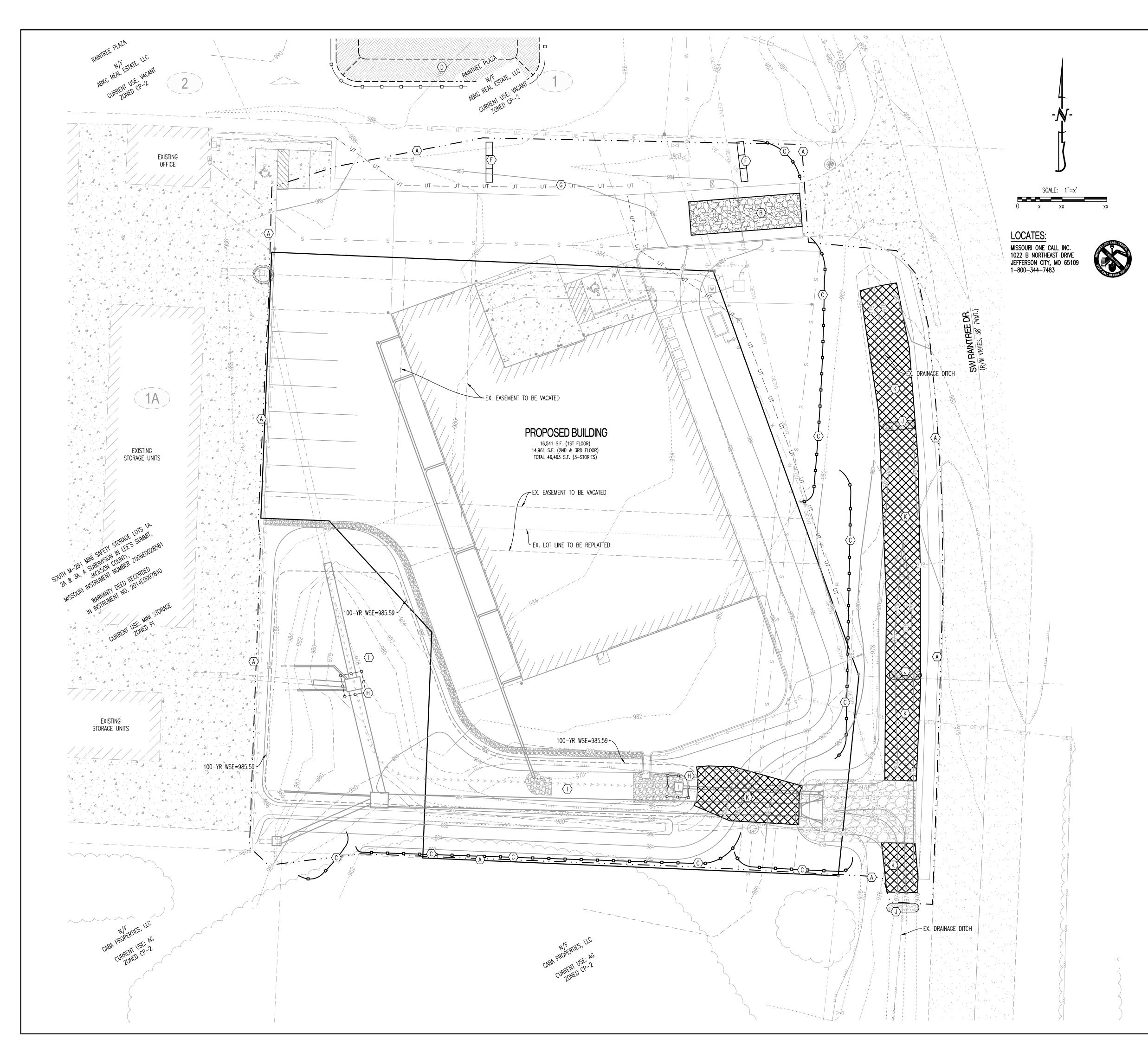


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**DEMOLITION PLAN** 

JEE

PROJECT NO.: 170504



## LEGEND OF LABELS:

- (A) LIMITS OF DISTURBANCE.
- (B) INSTALL 3" CRUSHED STONE FOR CONSTRUCTION EXIT (6" THICK x 12'W x 50'L). ALL CONSTRUCTION TRAFFIC SHALL LEAVE THE SITE VIA THIS EXIT. NO TRACKING OF MUD ONTO PUBLIC STREETS IS ALLOWED.
- (C) INSTALL SILT FENCE AS SHOWN. PORTIONS OF SILT FENCE WILL BE INSTALLED PER INITIAL EROSION CONTROL PLAN. IN LIEU OF SILT FENCE CONTRACTOR MAY INSTALL WATTLES AND BIODEGRADABLE LOGS.
- TOP SOIL STORAGE. CONTRACTOR TO ACQUIRE WRITTEN PERMISSION FROM ADJACENT PROPERTY OWNER FOR STORAGE OF TOP SOIL OR FIND ALTERNATE OFFSITE LOCATION.
- (E) INSTALL INLET PROTECTION. SILT FENCE WRAPPED AROUND THROAT OF INLET. REPLACE SILT FENCE WITH GUTTERBUDDY ® (OR APPROVED EQUAL) AT THROAT OF INLET AFTER PAVING IS COMPLETED.
- F STAKED STRAW BALE DITCH CHECK.
- 20' X 30' X 3' MIN CONCRETE WASHOUT FACILITY.

  THE WASHOUT FACILITY IS TO BE LINED WITH A PLASTIC LINING MATERIAL (10 MIL POLYETHYLENE SHEETING MIN.)

  FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COULD COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

  WASHOUT FACILITIES MUST BE CLEANED, OR NEW FACILITIES MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASHOUT IS 75% FULL. A SIGN SHALL BE INSTALLED ADJACENT TO FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.
- (H) INLET PROTECTION. SILT FENCE WRAPPED AROUND THROAT OF INLET.
- PROPOSED DETENTION FACILITY AREA TO BE USED AS A TEMPORARY SEDIMENT TRAP UNTIL AREAS DRAINING TO HAS VEGETATION ESTABLISHED.
- J ROCK DITCH CHECK.
- K) INSTALL NORTH AMERICAN GREEN CMAX S350 EROSION CONTROL MAT. CONTRACTOR TO INSTALL PER MANUFACTURES SPECIFICATIONS.

## SEQUENCE OF CONSTRUCTION:

- 1. OBTAIN MODOT, STATE AND CITY OF LEE'S SUMMIT COUNTY LAND DISTURBANCE PERMITS PRIOR TO ANY LAND DISTURBANCE ACTIVITIES..
- 2. INSTALL BMP'S NEEDED FOR LAND DISTURBANCE SUCH AS SILT FENCE, ROCK DITCH CHECK AND STAKED STRAW BALES AS SHOWN ON THE PLAN.
- 3. BEGIN SITE DEMOLITION AND GRADING OPERATIONS. EXISTING PAVEMENT MAY BE USED AS CONSTRUCTION ENTRANCE UNTIL DEMOLITION OF PAVEMENT IN AREA OF THE ENTRANCE HAS STARTED. ONCE DEMOLITION OF PAVEMENT IS COMPLETED A TEMPORARY CONSTRUCTION ENTRANCE SHALL BE INSTALLED.
- 4. CONSTRUCT DETENTION FACILITY. DETENTION FACILITY TO BE UTILIZED AS TEMPORARY SEDIMENT TRAP. PAVED AREAS TO BE BROUGHT UP TO SUBGRADE. ALL NON-PAVED AREAS TO BE BROUGHT UP TO FINAL GRADE AND SEEDED AND MULCHED AS SOON AS POSSIBLE.
- 5. INSTALL INLET PROTECTION IMMEDIATELY AFTER PLACEMENT OF INLETS.
- 6. INSTALL FINAL LANDSCAPING.
- 7. AFTER ALL SURFACE AREAS AS STABILIZED, SILT FENCE AND INLET BARRIERS MAY BE REMOVED.

## GENERAL NOTES:

EROSION AND SEDIMENT CONTROL SHALL CONFORM TO SECTION 5100 EROSION AND SEDIMENT CONTROL OF THE KANSAS CITY METROPOLITAN CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA), CURRENT EDITION.

## DRY DETENTION BASIN MAINTENANCE SCHEDULE:

ACTIVITY	FREQUENCY
ESTABLISHMENT	
WATERING PLANTS (SEEDED AREAS UP TO 8 WEEKS, PLUGS IN DROUGHT)	1" PER WEEK AS NEEDED
WEED CONTROL (FLAIL MOW, STRING-TRIM, SELECTIVE/PREEMERG HERBICIDES)	MONTHLY
REMOVE LITTER AND DEBRIS (TRASH, LEAVES, SAND, MOWER DISCHARGE)	MONTHLY
MONITOR & REPAIR EROSION (STABILIZE SOIL, REPLACE PLANTS, SECURE EDGING)	MONTHLY
CHECK FOR STANDING WATER (LONGER THAN DESIGN, ANY PUDDLES, SATURATE SOIL)	MONTHLY
ADD MULCH (MOISTURE & WEED CONTROL WITH PLUGS/CONTAINERS, 3" OR LESS)	ANNUALLY
INSPECT DRAINAGE AREA (PARKING LOT SWEEPING, TRASH PICKUP, ETC.)	ANNUALLY
REPLACE DEAD PLANTS (USE DESIGN SPECIES/SIZE; OVERSEED, INSTALL DEEP CELL PLUGS)	ANNUALLY, AS NEEDED
MAINTENANCE	
VEGETATION CLEANUP (SPOT TREAT, PRESCRIBED BURN, PRUNE)	ANNUALLY, SPRING OR FALL
EVALUATE PLAN COMPOSITION (WOODY INVASION, GRASS/FLOWER RATION, "RIGHT PLANT RIGHT PLACE")	ANNUALLY
SEDIMENT REMOVAL, EROSION CONTROL (REMOVE SEDIMENT WHEN 25% OF STORAGE HAS BEEN LOST)	ANNUALLY
ADDRESS ANIMAL DAMAGE (BEAVER DAMS, MUSKRAT BURROWS, DEER RUBS)	ANNUALLY
VERIFY STRUCTURAL COMPONET FUNCTION (ORIFICES AND OUTLET PROTECTION)	ANNUALLY
EXTENDED DRY DETENTION BASIN	
STRING TRIM VEGETATION TO MINIMIZE DISTURBANCE	ANNUALLY
INSPECTION FOR EROSION IN FLOW LINES AND SLOPES	ANNUALLY

NO. DATE
ORIGINAL 05/17/2019

|| REVISIONS:

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

OF M/S

TIMOTHY D

CROCKETT

NUMBER

PE 2004000775

TIMOTHY D. CROCKETT

MO LICENSE - 2004000775

ENGINEERING CONSULTANTS
1000 W. Nifong Bivd., Bidg. 1
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(573) 447-0292

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#2000151301

NEW TKG-KC, LLC 215 N STADIUM BLVD., STE #207 COLUMBIA, MO 65203

STATE ROUTE 291 IIP 47 NORTH, RANGE 31 W

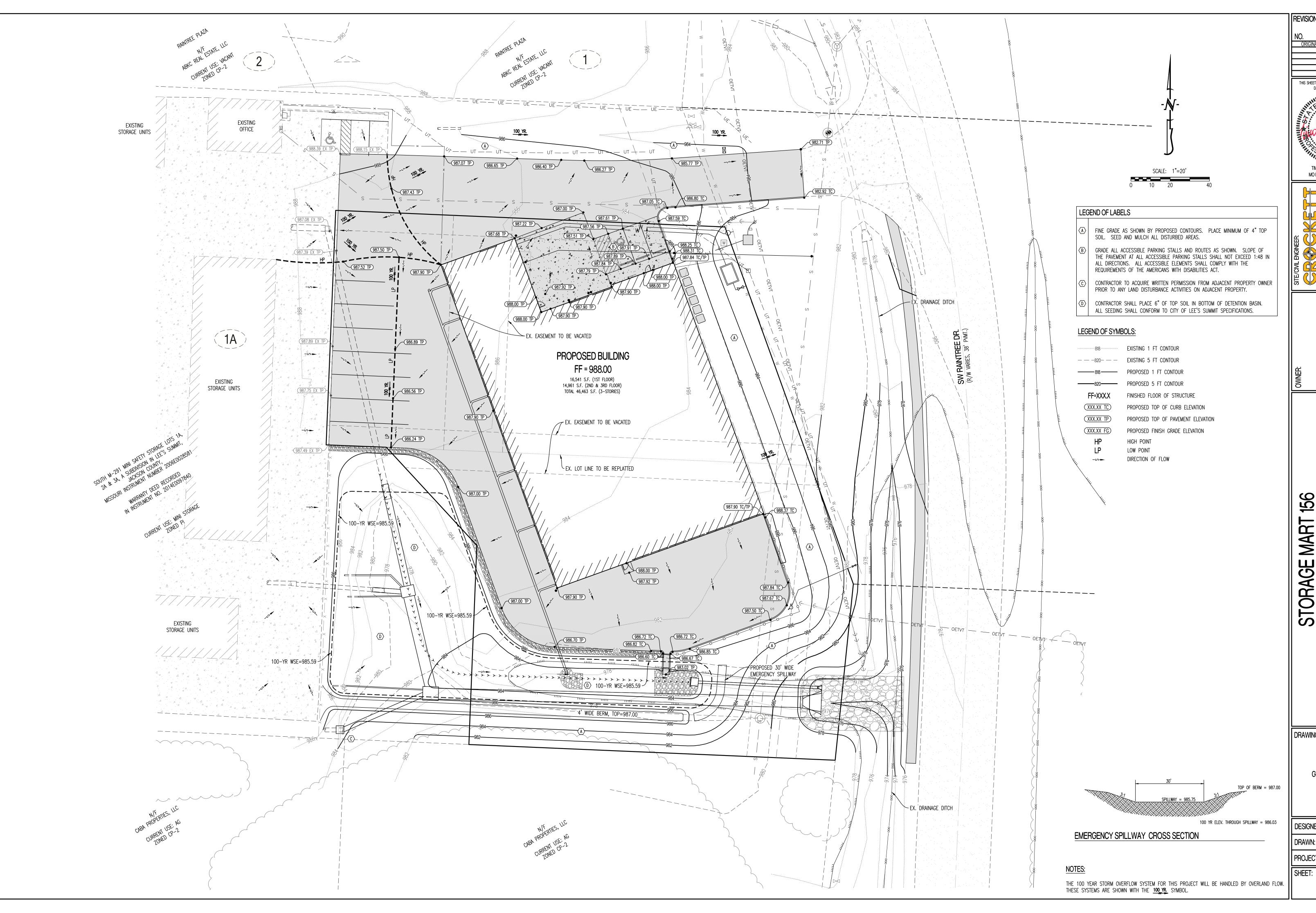
STORAGE

SECTION 3, TOW

DRAWING INCLUDES:

EROSION CONTROL PLAN

DESIGNED: TDC
DRAWN: JEE
PROJECT NO.: 170504
SHEET:



NO. DATE
ORIGINAL 05/17/2019

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

TIMOTHY D. CROCKETT

TIMOTHY D. CROCKETT

ENGINEERING CONSULTANTS
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Columbia, Missouri 65203
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VEST

20 S. STATE ROUTE 291 WNSHIP 47 NORTH, RANGE 31 W

DRAWING INCLUDES:

GRADING PLAN

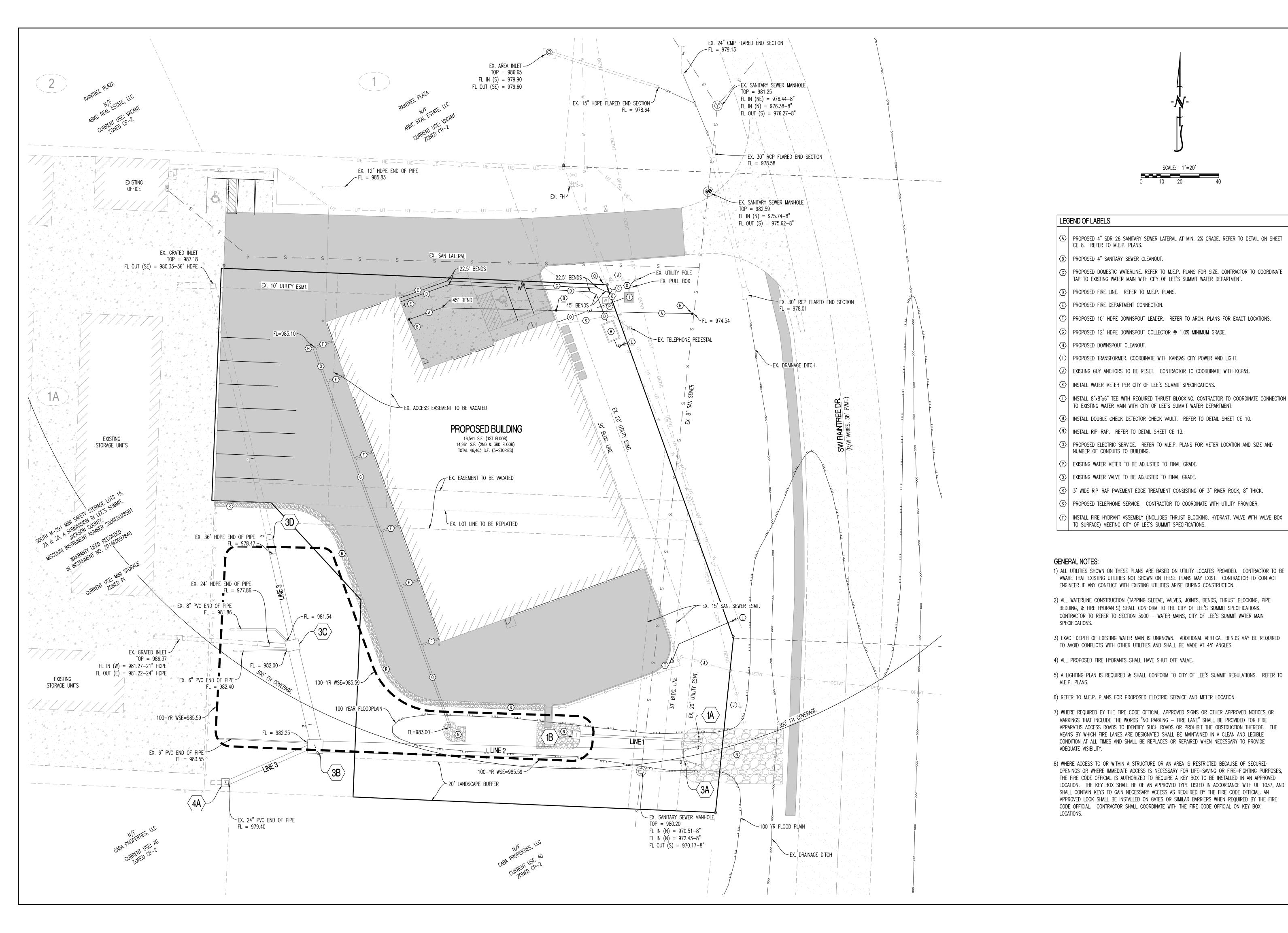
NED: TDC

DESIGNED: TDC

DRAWN: JEE

PROJECT NO.: 170504

EET:



REVISIONS:

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STORAGE MART 156
3920 S. STATE ROUTE 291
3, TOWNSHIP 47 NORTH, RANGE 31 WES

DRAWING INCLUDES:

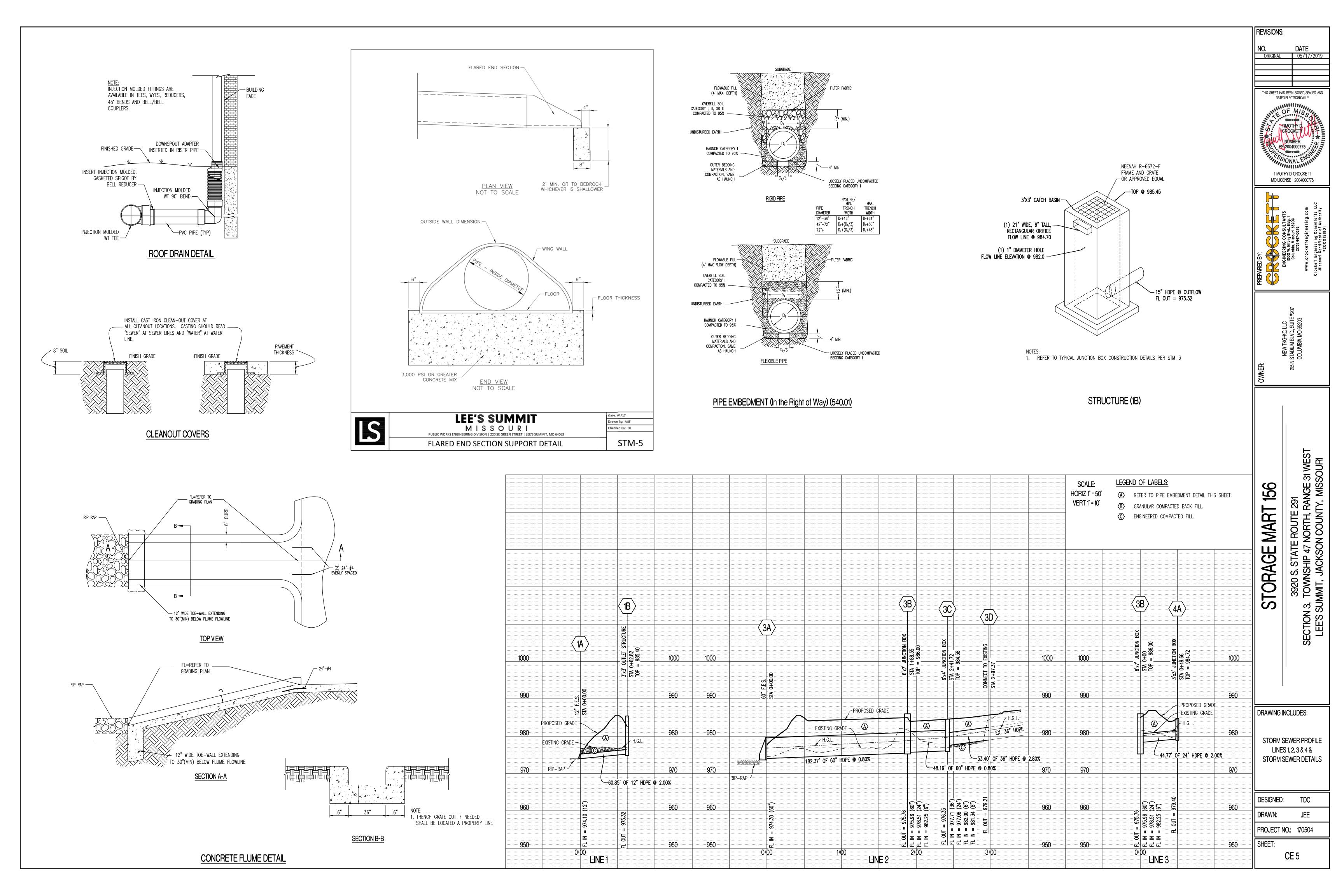
UTILITY PLAN

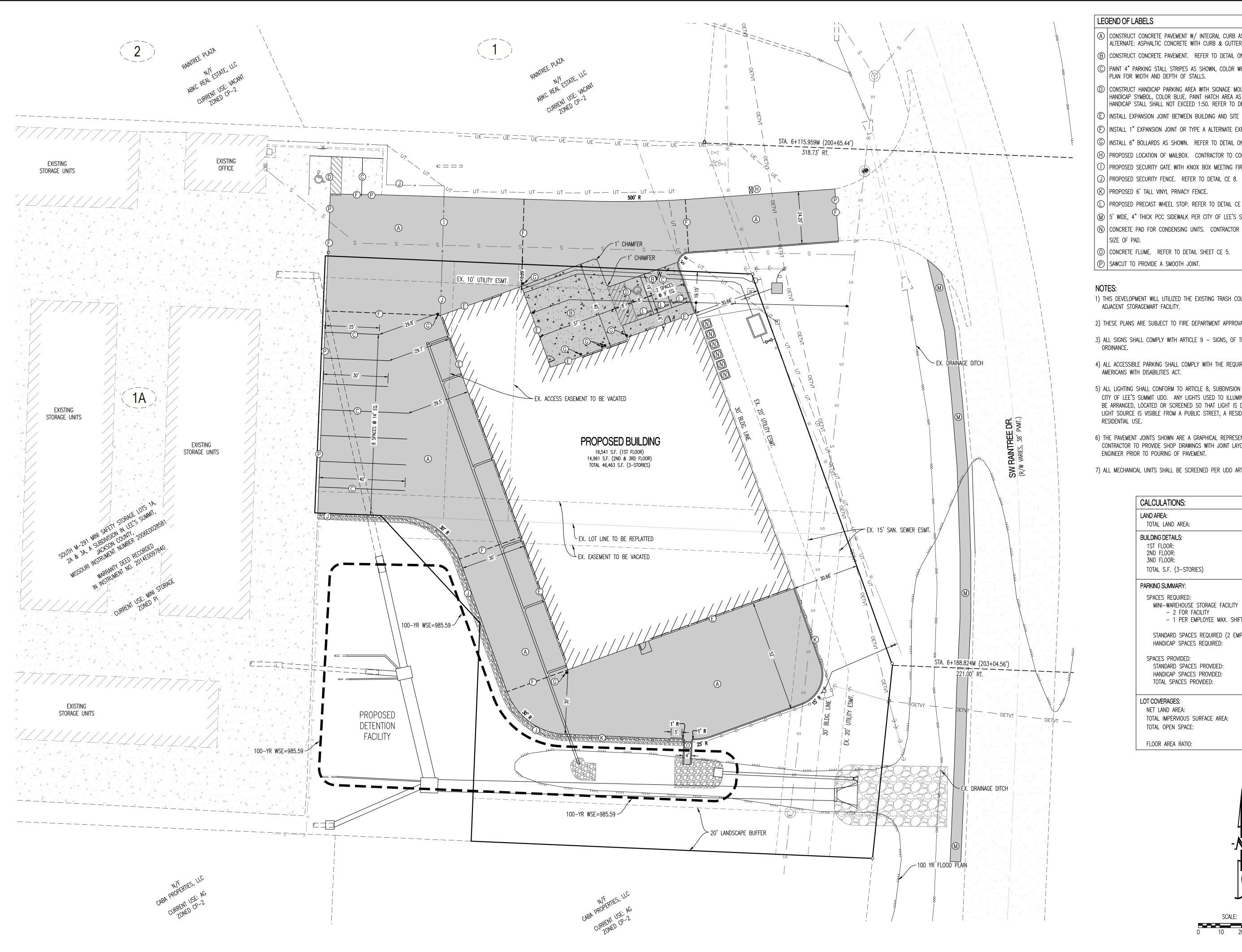
DESIGNED: TDC

DRAWN: JEE

PROJECT NO.: 170504

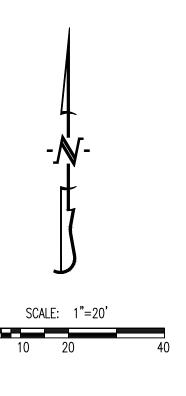
SHEET:





- (A) CONSTRUCT CONCRETE PAVEMENT W/ INTEGRAL CURB AS SHOWN. REFER TO PAVEMENT CROSS SECTION ON CE 7. ALTERNATE: ASPHALTIC CONCRETE WITH CURB & GUTTER. REFER TO PAVEMENT CROSS SECTION ON CE 7.
- (B) CONSTRUCT CONCRETE PAVEMENT. REFER TO DETAIL ON CE 7.
- © PAINT 4" PARKING STALL STRIPES AS SHOWN, COLOR WHITE. TYPICAL ALL STALLS EXCEPT HANDICAP STALLS. REFER TO
- CONSTRUCT HANDICAP PARKING AREA WITH SIGNAGE MOUNTED TO BUILDING AND ADA RAMPS. PAINT 4" STRIPE AND HANDICAP SYMBOL, COLOR BLUE. PAINT HATCH AREA AS SHOWN, COLOR BLUE. SLOPE OF THE PAVEMENT AT ALL HANDICAP STALL SHALL NOT EXCEED 1:50. REFER TO DETAILS ON CE 8.
- |lacktriangleright Install expansion joint between building and site paving. Refer to structural plans.
- (F) INSTALL 1" EXPANSION JOINT OR TYPE A ALTERNATE EXPANSION JOINT IN PAVING. REFER TO DETAIL ON CE 7.
- INSTALL 6" BOLLARDS AS SHOWN. REFER TO DETAIL ON CE 7.
- oxdot Proposed location of mailbox. Contractor to coordinate location with us postal service.
- PROPOSED SECURITY GATE WITH KNOX BOX MEETING FIRE DEPARTMENT REQUIREMENTS.
- ROPOSED 6' TALL VINYL PRIVACY FENCE.
- PROPOSED PRECAST WHEEL STOP. REFER TO DETAIL CE 7.
- $|\widehat{M}|$  5' WIDE, 4" THICK PCC SIDEWALK PER CITY OF LEE'S SUMMIT SPECIFICATIONS. MAXIMUM CROSS SLOPE AT 1:50.
- N CONCRETE PAD FOR CONDENSING UNITS. CONTRACTOR TO COORDINATE WITH MEP PLANS FOR EXACT NUMBER AND
- O CONCRETE FLUME. REFER TO DETAIL SHEET CE 5.
- (P) SAWCUT TO PROVIDE A SMOOTH JOINT.
- 1) THIS DEVELOPMENT WILL UTILIZED THE EXISTING TRASH COLLECTION SERVICE FROM THE ADJACENT STORAGEMART FACILITY.
- 2) THESE PLANS ARE SUBJECT TO FIRE DEPARTMENT APPROVAL PRIOR TO FINAL PERMITTING.
- 3) ALL SIGNS SHALL COMPLY WITH ARTICLE 9 SIGNS, OF THE UNIFIED DEVELOPMENT
- 4) ALL ACCESSIBLE PARKING SHALL COMPLY WITH THE REQUIREMENTS OF THE FEDERAL
- 5) ALL LIGHTING SHALL CONFORM TO ARTICLE 8, SUBDIVISION 5 LIGHTING STANDARDS OF CITY OF LEE'S SUMMIT UDO. ANY LIGHTS USED TO ILLUMINATE THE PARKING AREA SHALL BE ARRANGED, LOCATED OR SCREENED SO THAT LIGHT IS DIRECTED AWAY FROM AND NO LIGHT SOURCE IS VISIBLE FROM A PUBLIC STREET, A RESIDENTIALLY—ZONED AREA, OR A
- 6) THE PAVEMENT JOINTS SHOWN ARE A GRAPHICAL REPRESENTATION OF A POSSIBLE JOINT CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH JOINT LAYOUT FOR APPROVAL BY ENGINEER PRIOR TO POURING OF PAVEMENT.
- 7) ALL MECHANICAL UNITS SHALL BE SCREENED PER UDO ARTICLE 8.

CALCULATIONS:		
LAND AREA:		
TOTAL LAND AREA:		1.27
BUILDING DETAILS:		
1ST FLOOR:		16,541 SQ
2ND FLOOR:		14,961 SC
3ND FLOOR:		14,961 SC
TOTAL S.F. (3-STORIES)		46,463 SQ
PARKING SUMMARY:		
SPACES REQUIRED:		
MINI-WAREHOUSE STORAGE FACILITY		
- 2 FOR FACILITY	_	
- 1 PER EMPLOYEE MAX. SHIFT		
STANDARD SPACES REQUIRED (2 EMP	LOYEES, MAX SHIFT):	4 SPA
HANDICAP SPACES REQUIRED:	,	1 SP
SPACES PROVIDED:		
STANDARD SPACES PROVIDED:		4 SPA
HANDICAP SPACES PROVIDED:		2 SP
TOTAL SPACES PROVIDED:		6 SPA
LOT COVERAGES:	ACTUAL	
NET LAND AREA:	55,449 SQ.FT.	1
TOTAL IMPERVIOUS SURFACE AREA:	36,782 SQ.FT.	
TOTAL OPEN SPACE:	18,667 SQ.FT.	,
FLOOD ADEA DATIO.		{
FLOOR AREA RATIO:		



REVISIONS:

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TIMOTHY D. CROCKETT MO LICENSE - 2004000775

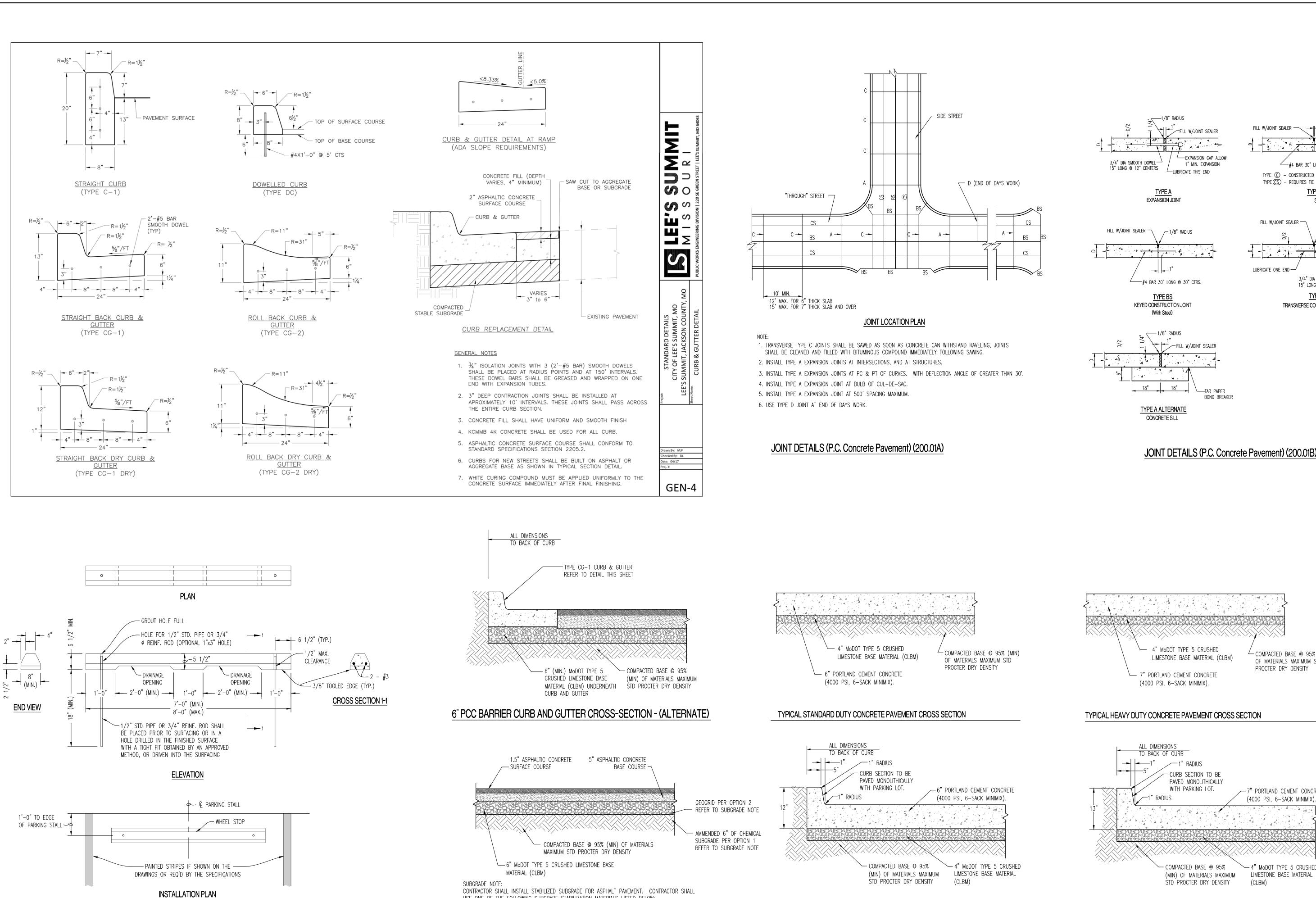
STORAGE MART 156

DRAWING INCLUDES:

SITE PLAN

DESIGNED: DRAWN:

PROJECT NO.: 170504



USE ONE OF THE FOLLOWING SUBGRADE STABILIZATION MATERIALS LISTED BELOW:

ACCORDANCE WITH THE MANUFACTURES'S INSTRUCTIONS.

PRECAST CONCRETE WHEEL STOP DETAILS

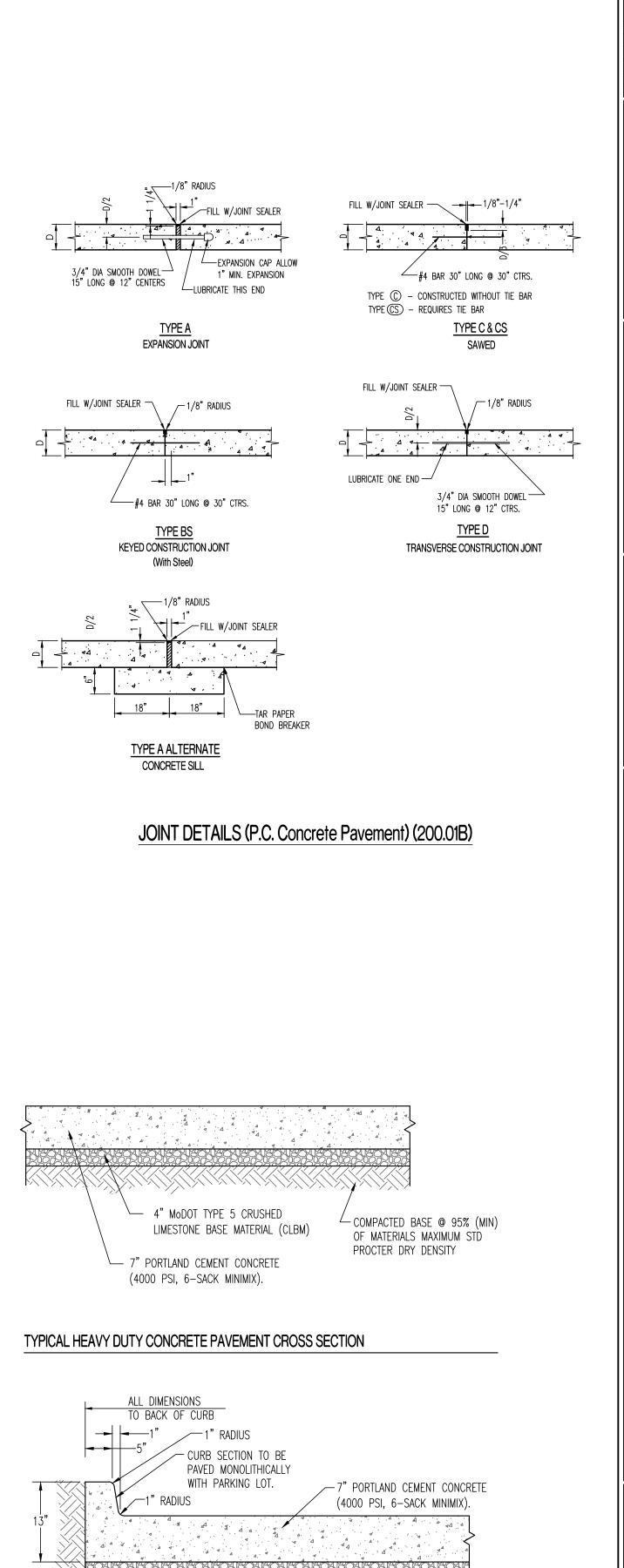
1. 6" OF CHEMICAL SUBGRADE WITH EITHER FLY ASH, PORTLAND CEMENT, HYDRATED LIME OR

2. BIAXIAL GEOGRID, TRIANGULAR GEOGRID, OR WOVEN GEOTEXTILES AS LISTED IN THE CURRENT LEE'S SUMMIT PUBLIC WORKS APPROVED PRODUCTS LIST. GEOGRID SHALL BE INSTALLED IN

TYPICAL ASPHALTIC PAVEMENT CROSS-SECTION (ALTERNATE)

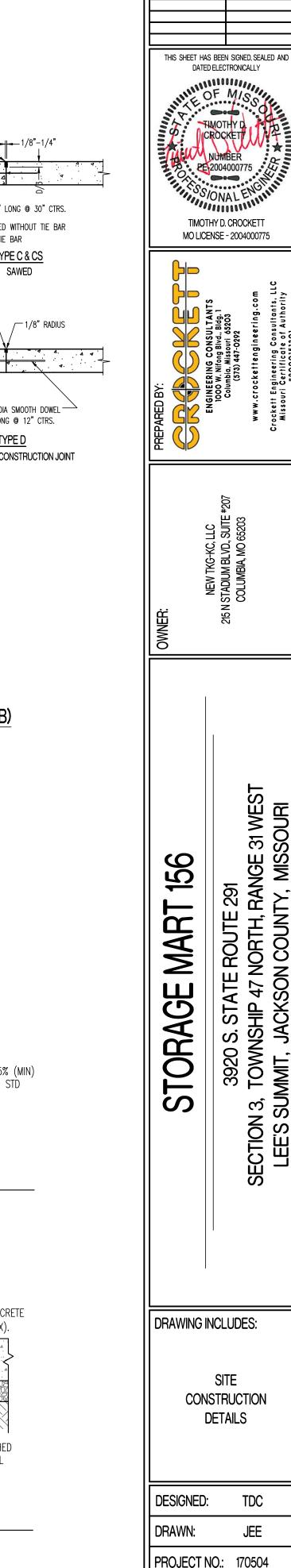
6" BARRIER CURB CROSS-SECTION (DRIVEWAY APPROACH)

STANDARD DUTY CONCRETE PAVEMENT



6" BARRIER CURB CROSS-SECTION FOR HEAVY DUTY PAVEMENT

HEAVY DUTY CONCRETE PAVEMENT



3920 S. STATE ROUTE 291 ECTION 3, TOWNSHIP 47 NORTH, RANGE 31 V LEE'S SUMMIT, JACKSON COUNTY, MISSOL

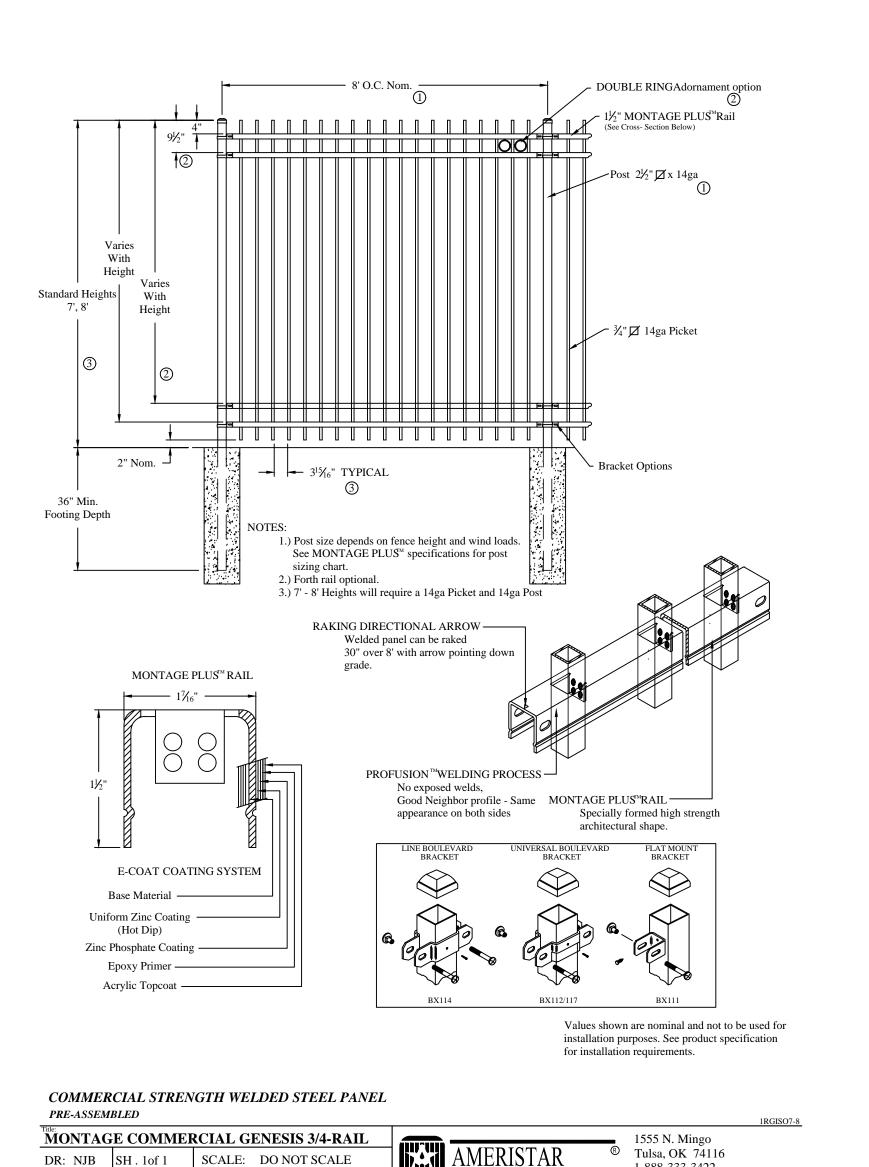
SITE

TDC

JEE

SHEET:

REVISIONS:

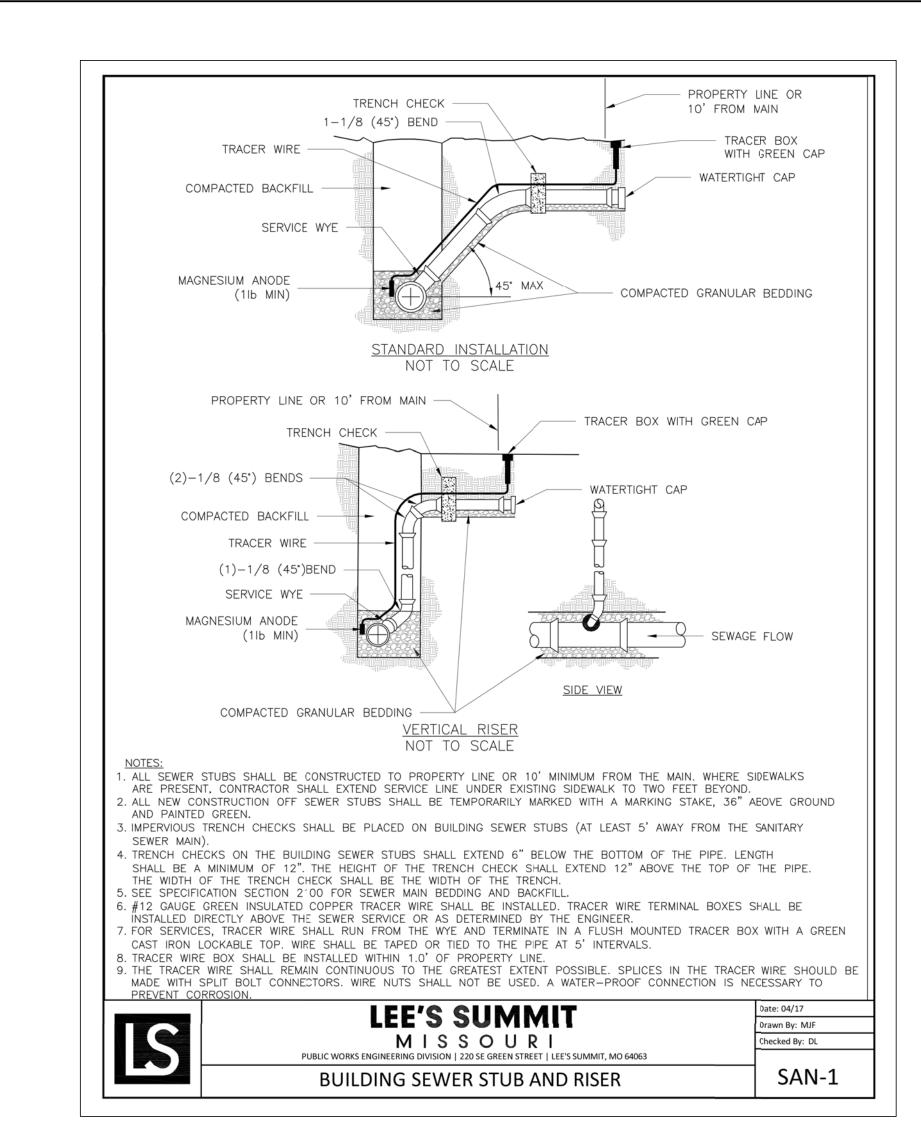


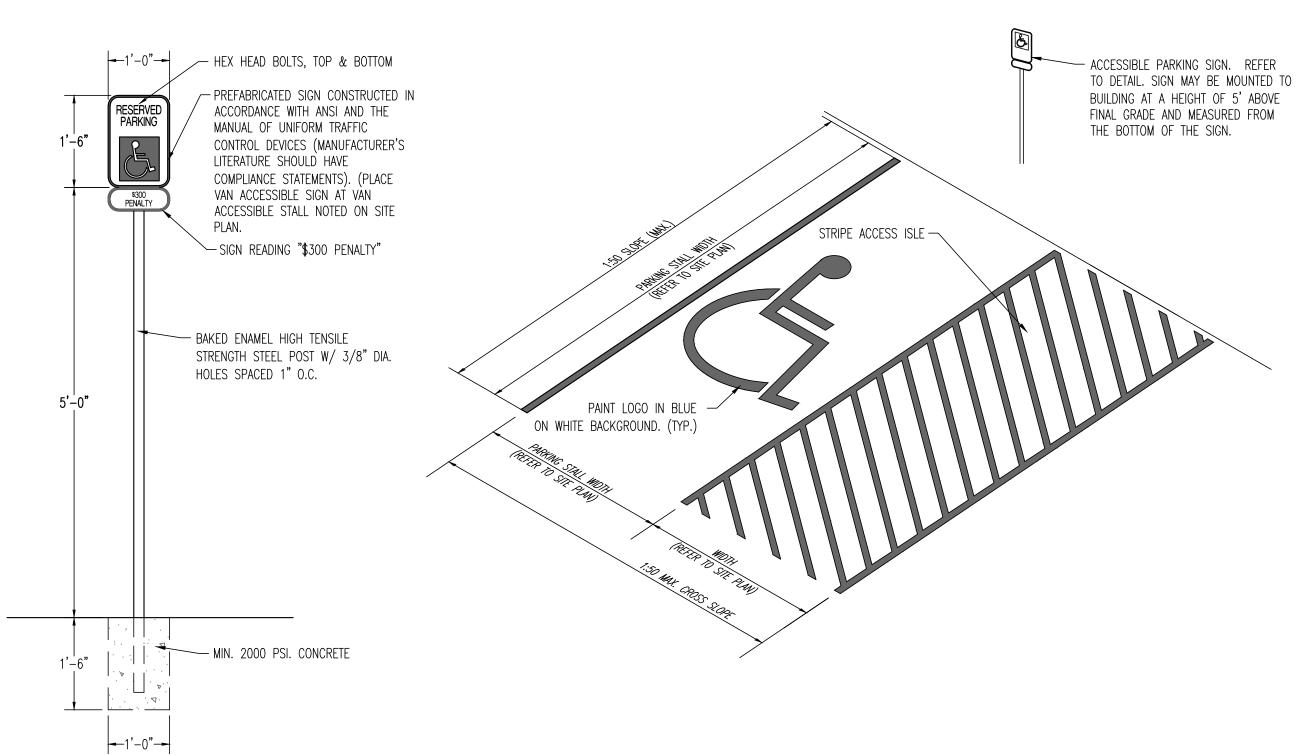
CK: BS Date 9/21/11

REV: d

1-888-333-3422

www.ameristarfence.com





ACCESSIBLE PARKING STALL AREA DETAIL

DRAWN: JEE PROJECT NO.: 170504

DRAWING INCLUDES:

ACCESSIBLE PARKING,

SANITARY SEWER &

SECURITY FENCE DETAILS

TDC

SHEET:

DESIGNED:

STORAGE MART 156

3920 S. STATE ROUTE 291 ECTION 3, TOWNSHIP 47 NORTH, RANGE LEE'S SUMMIT, JACKSON COUNTY, MIS

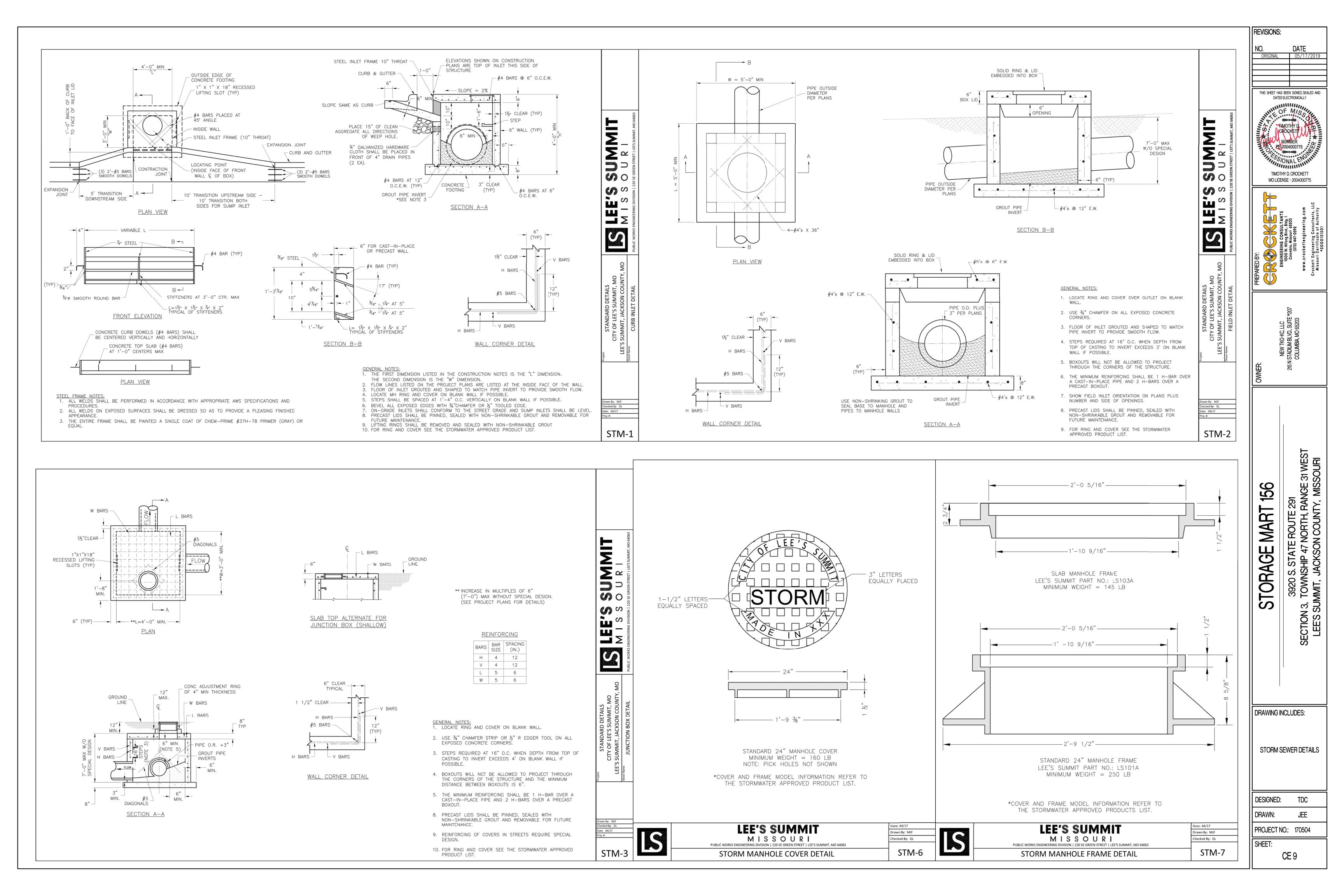
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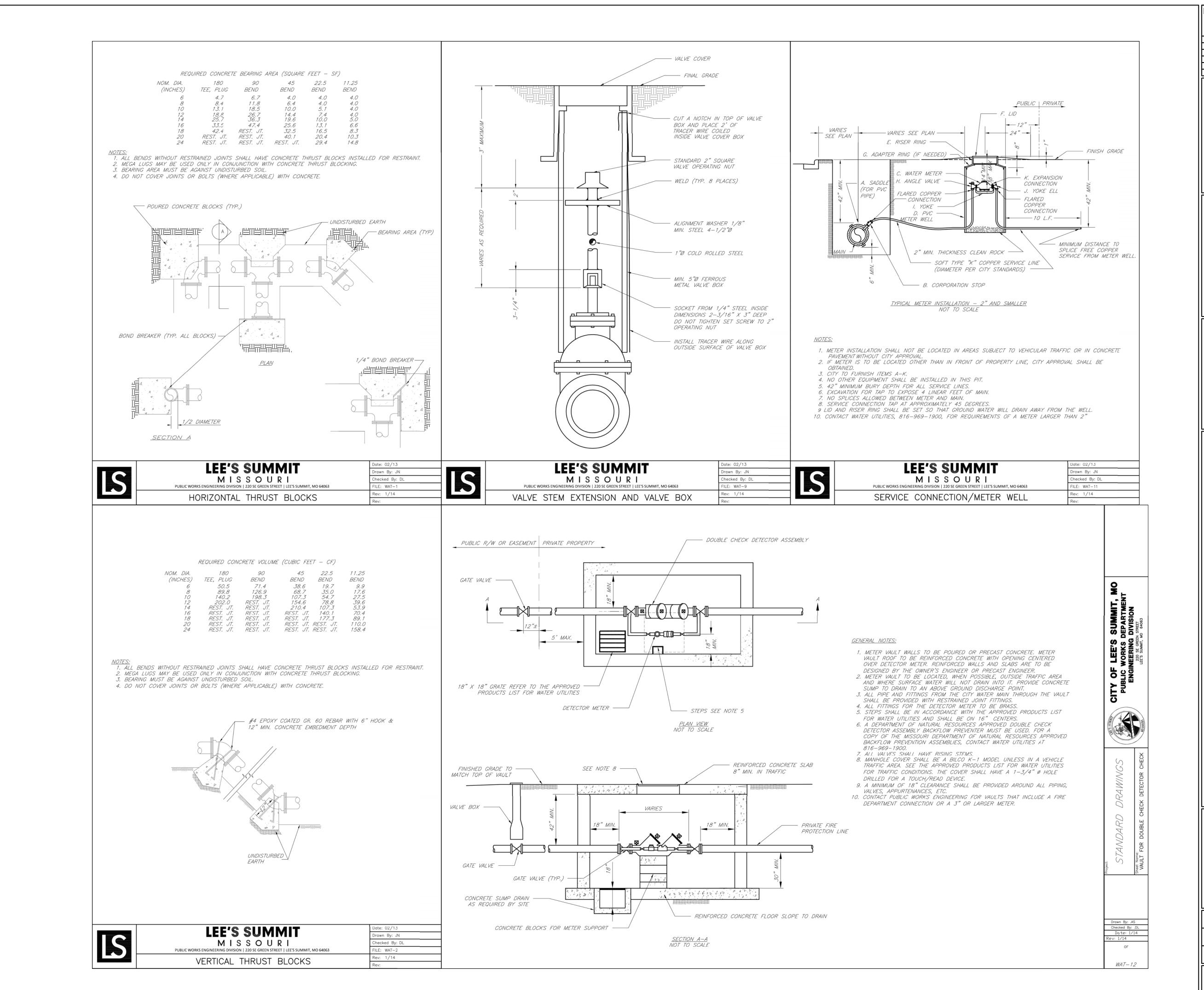
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ACCESSIBLE PARKING SIGN





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**MART 156** STORAGE

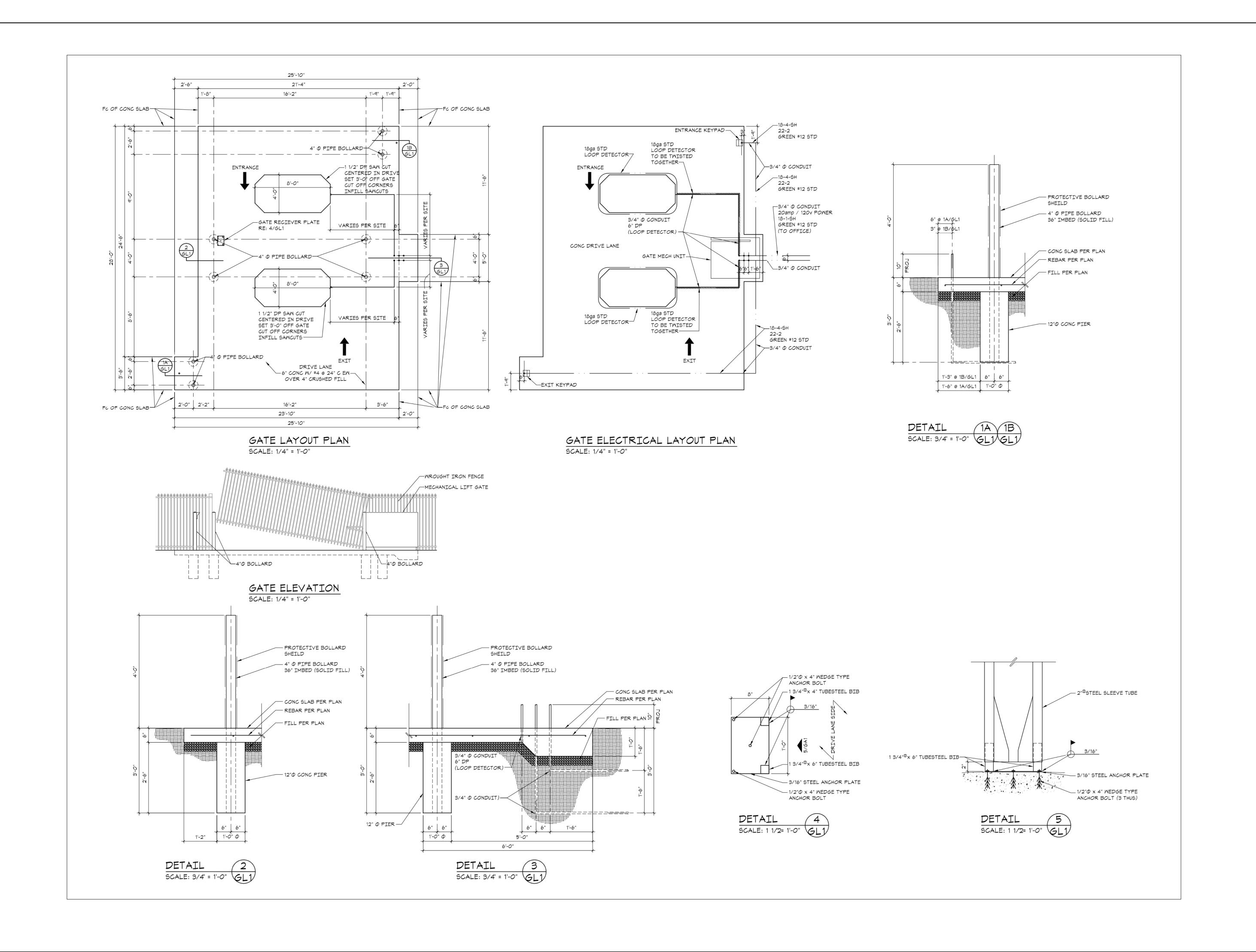
3920 S. STATE ROUTE 291 CTION 3, TOWNSHIP 47 NORTH, RANGE LEE'S SUMMIT, JACKSON COUNTY, MIS

DRAWING INCLUDES:

WATER DETAILS

DESIGNED: TDC DRAWN: JEE PROJECT NO.: 170504

SHEET:



REVISIONS:

NO. DATE

ORIGINAL 05/17/2019

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OF M/SS

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STORAGE MART 156
3920 S. STATE ROUTE 291

3920 S. STATE ROUTE 291
SECTION 3, TOWNSHIP 47 NORTH, RANGE 31 WEST
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

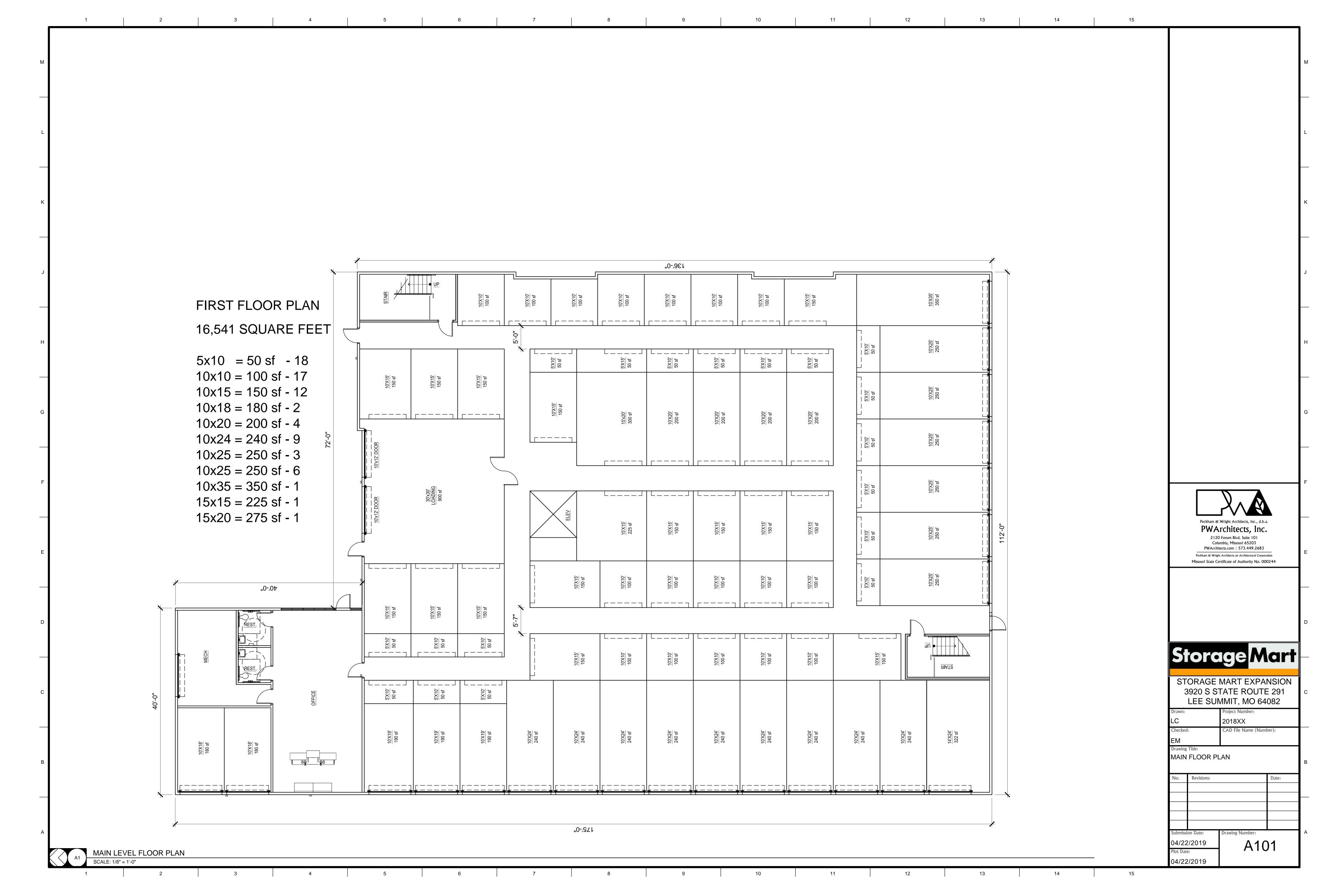
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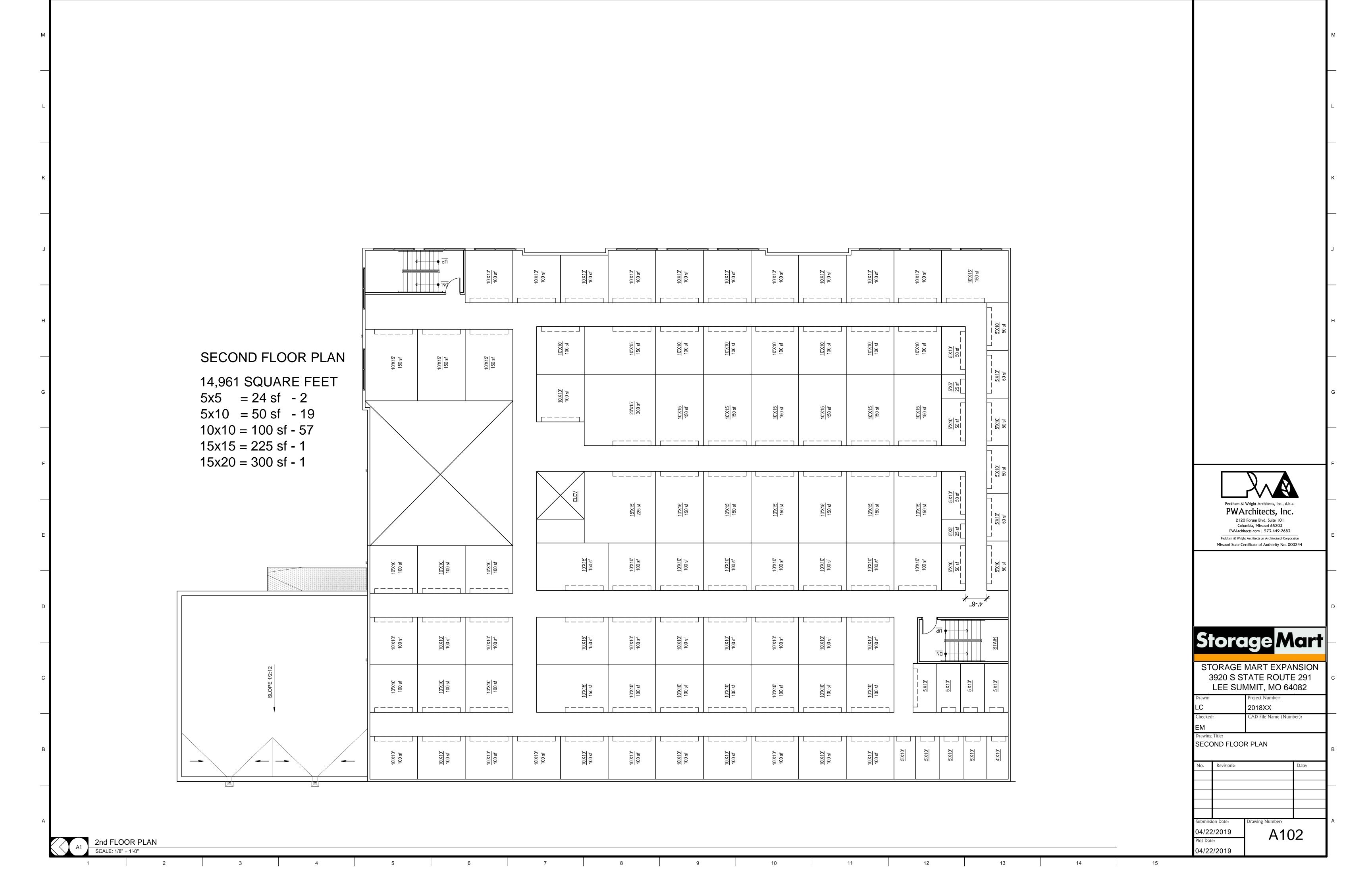
SECURITY GATE DETAILS

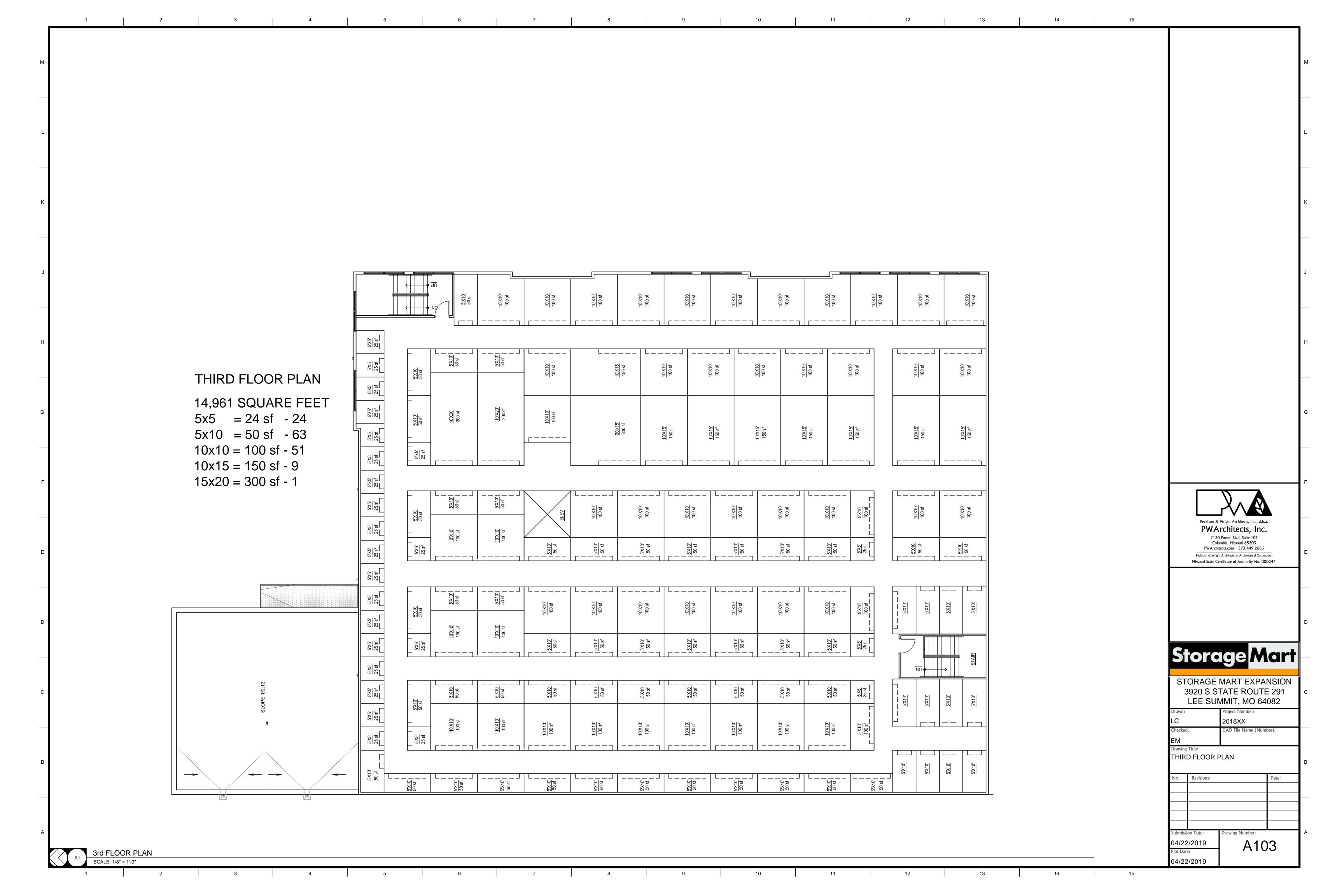
DESIGNED: TDC
DRAWN: JEE

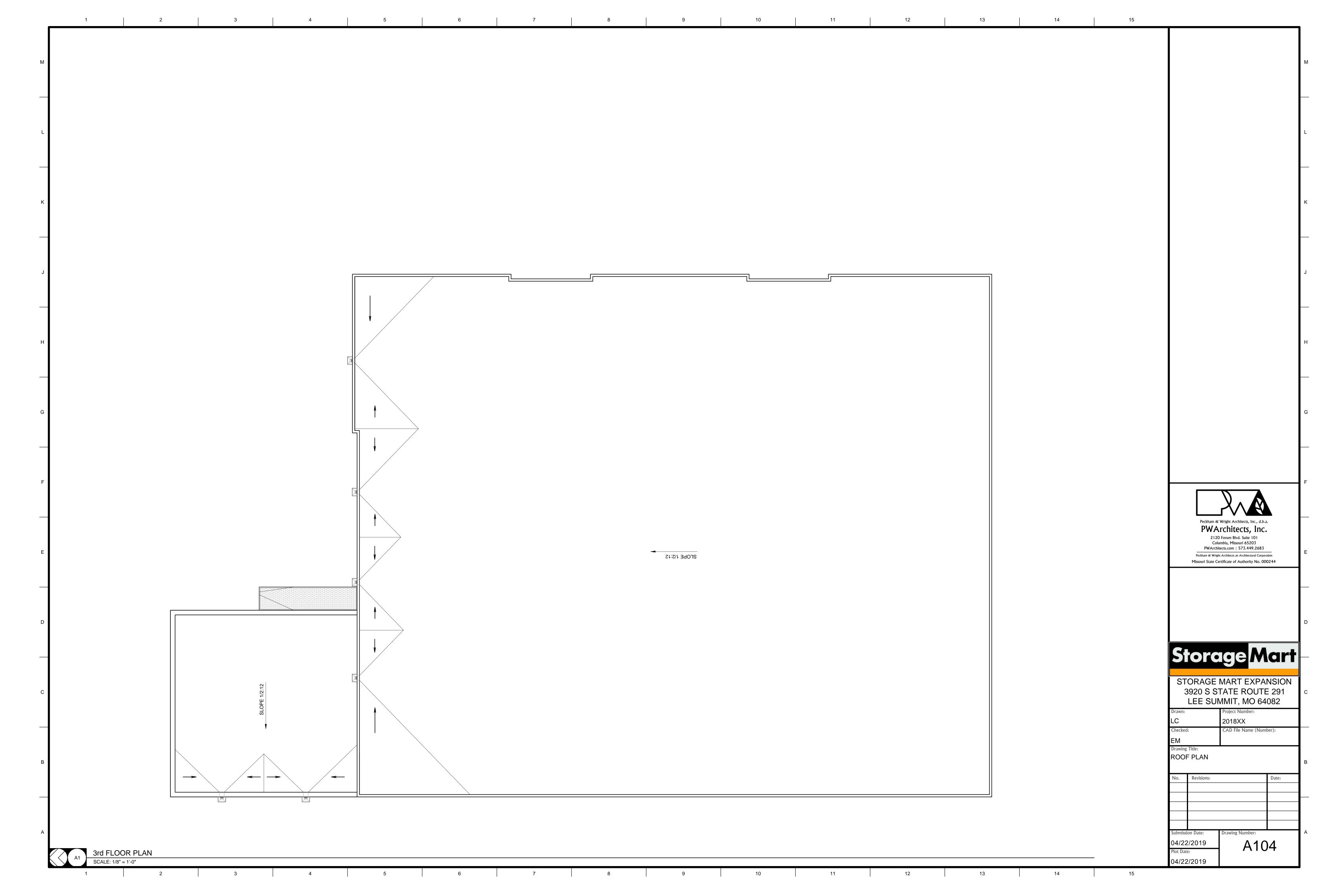
PROJECT NO.: 170504

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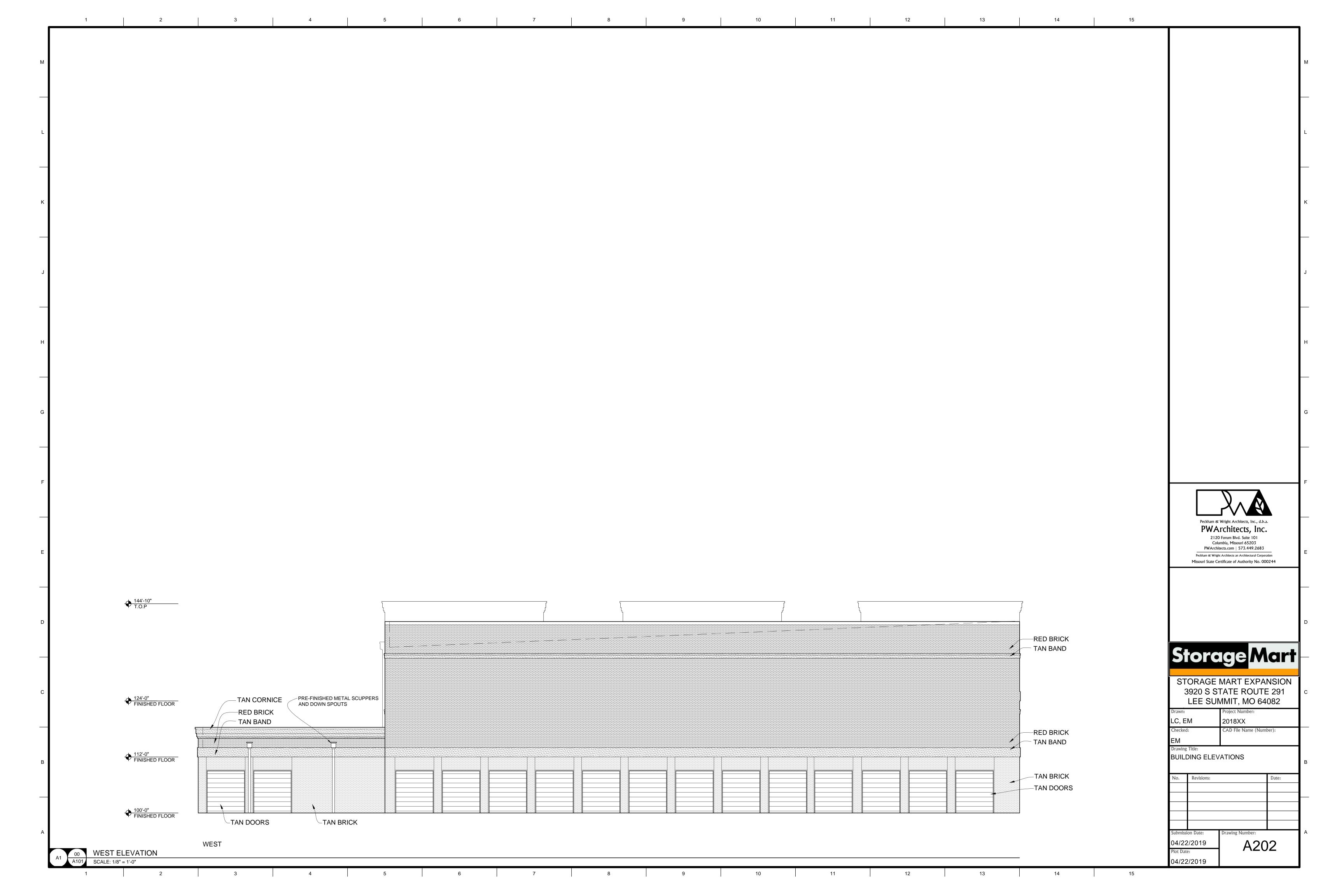






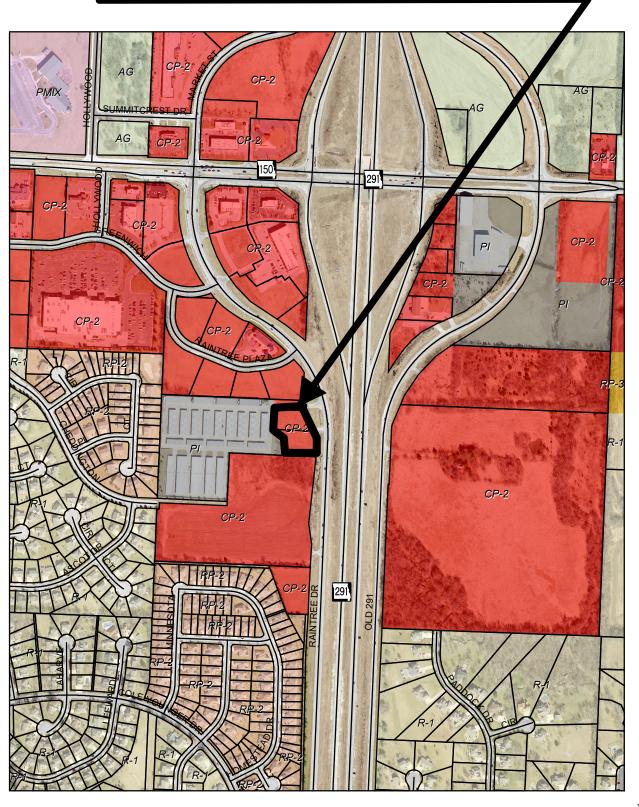








# PL2018-220 AND 222 REZONING FROM CP-2 TO PI PRELIM DEV PLAN & SPECIAL USE PERMIT **STORAGE MART 3924 AND 3930 SW RAINTREE DRIVE**







# The City of Lee's Summit

220 SE Green Street Lee's Summit, MO 64063

#### **Packet Information**

File #: RES. NO. 19-11, Version: 1

A Resolution authorizing establishment of city bank accounts with US Bank and designating authorized signatures.

#### Issue/Request:

The City Council authorized new banking service agreements with US Bank through Ordinance No. 8686 on July 23, 2019. This resolution provides the signature approvals necessary for the bank to establish the required bank accounts that the City will use to conduct business. All accounts authorized by this resolution may not be established since the Finance Department is taking steps to streamline processes where appropriate. This resolution authorizes all accounts as they are currently set up and being used. Titles and names of authorized parties are being updated.

#### **Proposed City Council Motion:**

I recommend adoption of a Resolution authorizing establishment of city bank accounts with US Bank and designating authorized signatures.

Bette Wordelman, Finance Director

#### **RESOLUTION NO. 19-11**

A RESOLUTION AUTHORIZING ESTABLISHMENT OF CITY BANK ACCOUNTS WITH US BANK AND DESIGNATING AUTHORIZED SIGNATURES.

WHEREAS, US Bank N.A. has been duly designated as the City's depository by Ordinance No. 8686 approved by the City Council on July 23, 2019,

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

SECTION 1. That the City Council for the City of Lee's Summit, Missouri, hereby authorizes and directs the establishment of the following accounts with US Bank N.A.

Account Title Or Process/Type	Number of Signatures Required	Authorized Signatures
Trustee -Checking	2	Mayor City Clerk Finance Director Assistant Finance Director-Controller Assistant Finance Director-Cash & Debt Cash Management Officer
Payroll-Checking	2	Mayor City Clerk Finance Director Assistant Finance Director-Controller Assistant Finance Director-Cash & Debt Cash Management Officer
Municipal Court -Checking	1	Assistant City Manager-Operations Finance Director Municipal Judges Court Administrator Warrant Clerk Records Management Clerk
EMS Services- Phone or Electronic Authorization	1	Finance Director Assistant Finance Director-Controller Assistant Finance Director-Cash & Debt Cash Management Officer Financial Analyst

# **RESOLUTION NO. 19-11**

Account Title Or Process/Type	Number of Signatures Required	Authorized Signatures
Parks and Recreation -Checking	1	Finance Director Assistant Finance Director-Cash & Debt Administrator of Parks and Recreation Superintendent of Administration
Workers Comp -Checking	1	Finance Director Assistant Finance Director-Controller Assistant Finance Director-Cash & Debt Cash Management Officer
Water Utility Refunds -Checking	2	Mayor City Clerk Finance Director Assistant Finance Director-Controller Assistant Finance Director-Cash & Debt Cash Management Officer Financial Analyst
Neighborhood Services Liens- Phone or Electronic Authorization	1	Finance Director Assistant Finance Director-Controller Assistant Finance Director-Cash & Debt Cash Management Officer Financial Analyst
Investment- Phone or Electronic Authorization	1	Finance Director Assistant Finance Director-Controller Assistant Finance Director-Cash & Debt Cash Management Officer Financial Analyst
Funds Transfer Processes- Phone or Electronic Authorizatio	1 if pre-approved 2 if not pre-approved n	Finance Director Assistant Finance Director-Controller Assistant Finance Director-Cash & Debt Cash Management Officer Financial Analyst
		r the City of Lee's Summit, Missouri, and ay of, 2019.
ATTEST:	Mayor	William A. Baird
City Clerk Trisha Fowler	Arcuri	

#### **RESOLUTION NO. 19-11**

#### APPROVED AS TO FORM:

Chief Counsel of Management & Operations Daniel White

#### **Trustee Account**

William A. Baird Trisha Fowler Arcuri Bette Wordelman Darlene Pickett Robin Blum Sherri Staub

#### **Payroll Account**

William A. Baird Trisha Fowler Arcuri Bette Wordelman Darlene Pickett Robin Blum Sherri Staub

#### **Municipal Court**

Christal Kliewer Weber Bette Wordelman James Tobin Dana Altieri Kelly Elliott Jennifer Cowick Cynthia Inman

#### **EMS Services**

Bette Wordelman Darlene Pickett Robin Blum Sherri Staub Sid Marlow

#### **Parks and Recreation**

Bette Wordelman Robin Blum Joe Snook Carole Culbertson

#### **Workers Compensation**

Bette Wordelman Darlene Pickett Robin Blum Sherri Staub

#### **Water Utilities Refunds**

William A. Baird Trisha Fowler Arcuri Bette Wordelman Darlene Pickett Robin Blum Sherri Staub Sid Marlow

#### **Neighborhood Services Liens**

Bette Wordelman Darlene Pickett Robin Blum Sherri Staub Sid Marlow

#### Investment

Bette Wordelman Darlene Pickett Robin Blum Sherri Staub Sid Marlow

#### **Funds Transfer Processes**

Bette Wordelman Darlene Pickett Robin Blum Sherri Staub Sid Marlow



# The City of Lee's Summit

#### **Packet Information**

#### File #: BILL NO. 19-173, Version: 1

An Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road. (PWC 7/30/19)

#### Issue/Request:

An Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

#### Key Issues:

- An agreement between Jackson County and the City of Lee's Summit was reached on 4/18/18 allowing
  the City to make improvements to Chipman Road through the Rock Island Corridor right of way which
  includes the removal of the 1-lane railroad bridge.
- The City is funding the removal of the 1-lane railroad bridge and the County is funding the design and construction of the new pedestrian bridge to accommodate the shared use pathway over Chipman Road.
- The County and City agree that the new pedestrian bridge should be included as an alternate bid in the City's Chipman Road Improvements Project.
- The County will remit \$15,000.00 to the City in advance for the design of the new pedestrian bridge over Chipman Road.

#### **Proposed City Council Motion:**

FIRST MOTION: I move for second reading of an Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

SECOND MOTION: I move for adoption of an Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

#### Background:

In April of 2018, the City and Jackson County Rock Island Rail Corridor Authority (RIRCA) executed an agreement that gave the City rights to make improvements to Chipman Road through the RIRCA right of way which includes the removal of the 1-lane railroad bridge over Chipman Road. The agreement also included

#### File #: BILL NO. 19-173, Version: 1

the payment of \$2 million dollars by the City to the County to facilitate the construction of a bridge that could carry common freight rail traffic. The freight rail capability was necessary to comply with the condition of federal grant money the County used to purchase the rail corridor. As part of the agreement, the County could choose to construct a new accessory bridge to accommodate RIRCA's shared use pathway over Chipman Road. In the future, the County could construct a freight rail bridge, if required, at no additional cost to the City.

Since the re-start of the Chipman Road Improvements Project in July of 2018, City staff and the County have had several conversations regarding the timing of the existing bridge removal by the City and the construction of a new bridge by the County. In order to eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing for the shared use pathway at Chipman Road, the City and County have agreed to include the construction of a new pedestrian bridge as an alternate bid in the City's Chipman Road Improvements Project.

This first amendment to the Cooperative Agreement covers the design work of the new pedestrian bridge. The County has agreed to remit \$15,000.00 to the City in advance of Wilson & Company designing the new bridge and including it in the City's Project as an alternate bid. A second amendment will be required if the County accepts the alternate bid for construction of the bridge. The second amendment is necessary to cover the cost of construction and inspections of the bridge, which will be paid by the County to the City in advance of construction.

#### Impact/Analysis:

This amendment to the Cooperative Agreement will allow the City to include the design of the new pedestrian bridge in the City's Chipman Road Project as an alternate bid and if accepted by the County will eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing at Chipman Road.

#### Timeline:

Construction start date summer of 2020

Dena Mezger, Director of Public Works

<u>Recommendation:</u> Staff recommends approval of an Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road, and authorizing the City Manager to enter into an agreement for the same.

<u>Committee Recommendation:</u> The Public Works Committee voted unanimously 3-0 (Chairman Faith "Absent"), to recommend to City Council approval of an Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

#### **BILL NO. 19-173**

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM JACKSON COUNTY, MISSOURI TO CITY OF LEE'S SUMMIT, MISSOURI FOR THE DESIGN OF A NEW PEDESTRIAN BRIDGE TO ACCOMMODATE THE SHARED USE PATHWAY OVER CHIPMAN ROAD.

WHEREAS, Jackson County, Missouri ("County") and the City of Lee's Summit, Missouri ("City") entered into a Cooperative Agreement dated April 18, 2018 to cover the County's installation of a shared use pathway along the Rock Island Corridor ("Corridor") within the City of Lee's Summit and the City's improvements to Chipman Road ("Project") which includes removal of the Chipman Road railroad bridge; and,

WHEREAS, City is funding the removal of the existing Chipman Road railroad bridge as part of the Project and County is funding the design and construction of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road; and,

WHEREAS, In order to eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing at Chipman Road during the removal of the existing railroad bridge and installation of the new pedestrian bridge, City and County have agreed to include the construction of the new pedestrian bridge as an alternate bid in the City's Project; and,

WHEREAS, County has agreed to remit \$15,000.00 to the City in advance for the design of a new pedestrian bridge over Chipman Road and will negotiate a second amendment with the City for an additional remittance, upon acceptance of the alternate bid for the new pedestrian bridge, for the sum necessary to cover the cost of construction and inspections of the new bridge.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby approves the first amendment to the Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution by the Mayor of the first amendment to the Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road. Said first amendment to the Cooperative Agreement is attached hereto and incorporated by reference as if fully set forth herein.

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

# **BILL NO. 19-173**

PASSED by the City Council of the Ci, 2019.	ity of Lee's Summit, Missouri, this o	day of
ATTEST:	Mayor <i>William A. Baird</i>	
City Clerk Trisha Fowler Arcuri		
APPROVED by the Mayor of said city this _	day of, 2019.	
ATTEST:	Mayor <i>William A. Baird</i>	
City Clerk Trisha Fowler Arcuri		
APPROVED AS TO FORM:		
Chief Counsel of Infrastructure and Planning Nancy K. Yendes		

# FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR SHARED USE PATHWAY AND OTHER TRANSPORTATION IMPROVEMENTS IN THE VICINITY OF THE ROCK ISLAND CORRIDOR

This First Amendment to the Cooperative Agreement is made as of	, 2019
between Jackson County, Missouri (the "County") and the City of Lee's Summit,	
Missouri (the "City").	

#### Recitals

- **A.** County and City entered into a Cooperative Agreement dated April 18, 2018 to cover the County's installation of a shared use pathway along the Rock Island Corridor ("Corridor") within the City of Lee's Summit and the City's improvements to Chipman Road ("Project") which includes removal of the Chipman Road railroad bridge and payment by the City to County of the sum of \$2 Million Dollars in complete satisfaction of the City's obligation with respect to the Chipman Road Project, and the County agreeing among other items of performance, to build an accessory bridge which payment has been made.
- **B.** City is funding the removal of the existing Chipman Road railroad bridge as part of the Project and County is funding the design and construction of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.
- C. In order to eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing at Chipman Road during the removal of the existing railroad bridge and installation of the new pedestrian bridge, City and County have agreed to include the construction of the new bridge as an alternate bid in the City's Project.
- **D.** County selected Wilson & Company, design firm for the City's Project, as design firm for the new pedestrian bridge.
- **E.** County agreed to make payment to City in advance for overseeing design and construction work for the new pedestrian bridge.
- **F.** This First Amendment to the Cooperative Agreement covers the design work of the new pedestrian bridge. A separate amendment will be negotiated in the future if County accepts the alternate bid for construction of the bridge. The separate amendment is necessary to cover the cost of construction and inspections of the bridge, which will be paid by the County to the City before construction begins.
- **G.** Wilson & Company was selected by the City as the most qualified firm for the Project through a qualification based selection process.

Therefore, the parties agree as follows:

#### **A.** The following sections are hereby amended as indicated:

#### **Sec. 4. Chipman Road Bridge.** Subsection d is amended as follows:

#### d. Design and construction of new pedestrian bridge over Chipman Road.

The design and construction of the new pedestrian bridge over Chipman Road will be included in the City's Project as an alternate bid. The County will be responsible for the cost of the design and construction (if alternate bid is acceptable) of the new pedestrian bridge.

#### i. Obligations of County. County agrees to:

Expend only local dollars in this project including the funds to be remitted to the City or used to pay the contractor. In no event shall federal funds received by the County be used for this project.

Remit to City, upon approval of this agreement by County Executive, the sum of \$15,000.00 (fifteen thousand dollars) for the design of a new pedestrian bridge over Chipman Road, provided however that if City fails to fulfill its obligations as set forth in this Cooperative Agreement, County shall be entitled to withhold in full, or recover in full if already remitted to City, County's contribution.

Remit to City, the approved alignment and design criteria for the new pedestrian bridge in a timely manner and in general accordance with the adopted Project design schedule.

Review and approve plans and specifications submitted by City in a timely manner and in general accordance with the adopted Project design schedule.

Negotiate separate amendment with City, upon acceptance of alternate bid for new pedestrian bridge, for the sum necessary to cover the cost of construction and inspections of the new bridge.

If the alternate bid is unacceptable, the County would have the right to re bid the bridge construction as a separate project utilizing the design produced by Wilson & Company.

Comply with all other requirements applicable to County as set forth in this Cooperative Agreement.

#### ii. Obligations of City. City agrees to:

Accept the sum of \$15,000.00 (fifteen thousand dollars) from County and maintain the same intact to be spent exclusively on the design of the new pedestrian bridge set forth in this Cooperative Agreement and none others.

Exercise general supervision over the design of the new pedestrian bridge. The design year shall be 2019.

Ensure that all plans, drawings, and specifications for the pedestrian bridge conform to County's standards for structures, subject to County's right to issue variances to these standards as it deems necessary.

Provide to County the new pedestrian bridge plans and specifications at key milestones for County's review, comments and final approval. Ensure final approval is received from County prior to project advertisement. Deliverable plans and specifications will include Preliminary plans, Final Plans and Project Manual (technical specifications) for the Project.

Bid the City's Project through the City's standard bidding procedures, anticipated for 2020, with the costs for the construction of the pedestrian bridge as an alternate bid on the City's bid form, which will ensure costs to construct bridge are evident.

Negotiate separate amendment with County, upon acceptance of alternate bid for new pedestrian bridge, for the sum necessary to cover the cost of construction and inspections of the new pedestrian bridge.

Provide to County an accounting sufficient to satisfy County that the funds contributed by County herein were spent in accordance with the terms of this Cooperative Agreement, and provide such additional supporting documentation as may be required by County to establish City's compliance with all other terms and conditions of this Cooperative Agreement.

Comply with all other requirements applicable to City as set forth in this Cooperative Agreement.

- B. **Sections not Amended**. All other sections of the Cooperative Agreement, unmodified by the terms and provisions of this First Amendment shall remain in full force and effect.
- C. Execution Documents. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

# JACKSON COUNTY, MISSOURI

# LEE'S SUMIT, MISSOURI

By:	By: William A. Baird
Frank White Jr.	
Title: Jackson County Executive	Title: Mayor
Date:	Date:
ATTEST:	ATTEST:
By:	By:
Mary Jo Spino	Trisha Fowler Arcuri
Title: Clerk of the Legislature	Title: City Clerk
	Ord No
Approved As to Form:	Approved As to Form:
County Counselor	Nancy K. Yendes, Chief Counsel of
	Infrastructure and Planning
	Office of City Attorney

#### **EXHIBIT A**

#### Rock Island Pedestrian Bridge over Chipman Road Scope of Services

May 30, 2019

#### **General Scope of Services**

The purpose of this agreement is to provide professional design services to develop Final Construction Plans, Specifications, and Estimates for the Rock Island Trail Pedestrian Bridge over Chipman Road. The proposed bridge will be included with the Chipman Road plans.

#### **Detailed Scope of Services**

#### Task 1 – Preliminary Plans (approximately 60% Complete)

The Consultant will prepare Preliminary Plans for the Rock Island Trail Pedestrian Bridge using the same plan format as the Chipman Road Improvements. The bridge will be a prefabricated model similar to other pedestrian bridges installed by the County along the trail. Abutments will be designed based on previously obtained geotechnical information and bridge manufacturer recommendations. Plan sheets will use the topographic survey collected for the Chipman Road design. A field review will be held with the City of Lee's Summit and Jackson County to determine the preferred alignment. The alignment will be selected to accommodate future planned improvements along the Rock Island corridor.

List of Sheets – The list of sheets to be included will be as follows:

- General Notes
- Plan Sheets
- Bridge Layout
- Abutment Retaining Wall Plan and Profile Sheets
- Summary of Quantities
- Construction Phasing Sheet
- Pedestrian Detour Plan Sheet
- Miscellaneous Details
- 1.1 Design The Consultant will prepare the preliminary plans based on the notes, measurements, and recommendations noted in the Field Review.
- 1.2 Cost Estimate The Consultant shall prepare a Cost Estimate using bid items and recent bid tabs provided by the City.
- 1.3 Plan Submittal Preliminary Plans will be submitted to the City and the County for review and comments.
- 1.4 Preliminary Plan Meeting The Consultant shall meet with the City and County staff to review the plans and discuss any comments.

#### Task 2 – Final Plan Development

The Consultant will prepare Final Plans for the purpose of bidding for construction. The list of sheets to be included will be as follows:

- General Notes
- Plan Sheets
- Bridge Layout
- Abutment Retaining Wall Plan and Profile Sheets
- Manhole Adjustment Details
- Summary of Quantities
- Construction Phasing Sheet
- Pedestrian Detour Plan Sheet
- Miscellaneous Details

Also, finalize any proposed project specifications.

- 2.1 Plan Revisions The Consultant will revise the plans and specifications according to any comments received.
- 2.2 Cost Estimate The Consultant shall revise the Cost Estimate using the recent bid tabs provided by the City.
- 2.3 Plan Submittal Submit Final Plans and specifications to the City and County for review and comment.
- 2.4 Plan Revisions The Consultant will prepare Final Plans, Specifications, and Estimate based on comments received in the final plan review.
- 2.5 Plan Submittal to City for Bids The Consultant will incorporate the plans into the Chipman Road Improvements plans for bidding.

#### Task 3 – Project Management and Quality Control

3.1 This task will include coordination of the Consultant's Project Team, progress reporting to the City/County, and providing timely response to the City from the Project Manager. The Consultant shall provide a quality assurance/ quality control (QA/QC) check for each of the plan and quantity submittals (Preliminary and Final).

NO	PANY
MILS	&COM

Proj.	Proj.: Chipman Road	Fee Revie			FEEF	FEE ESTIMATE WORKSHEET	E WOR	KSHEET		
By Date	By: JCKlaudt Date: May 31, 2019	CDP Date:		ESTIMATED MANHOURS	MANHOURS					
Chent	Thent: Lee's Summit, MO	05/31/19								
Notes	Notes: Ashurst Extension W	WCI CLASS	P6	P5	P2	PD2				
		TITLE	Project	Structural	Design	CADD	TOTAL	LABOR	EXPENSE	TOTAL
TASK	TASK WORK TASK DESCRIPTION		Manager	Engineer	Engineer	Designer	HOURS	EFFORT	EFFORT	FEE
		RATE	\$190.00	\$170.00	\$96.00	\$81.00				
Rock Isla	Rock Island Pedestrian Bridge						l			
Task 1	Fask 1 Preliminary Plans		2	20	40	20	82.00	82.00 \$ 9,240.00	S	70.00 \$ 9,310.00
Task 2	Final Plans			<b>∞</b>	20	20	48.00 \$	\$ 4,900.00	` \$	70.00 \$ 4,970.00
Task 3	Project Management and Quality Control		2	2			4.00	\$ 720.00	· •	\$ 720.00
	Subtotal		4	30	09	40	134.00	134.00 \$ 14,860.00	\$	140.00   \$ 15,000.00
	TOTALS		4	30	09	40	134.00	134.00   \$ 14,860.00	\$ 140.00	\$ 140.00   \$ 15,000.00



# The City of Lee's Summit

#### **Packet Information**

#### File #: BILL NO. 19-174, Version: 1

An Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into an agreement for the same. (PWC 7/30/19)

#### <u>Issue/Request:</u>

An Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into an agreement for the same.

#### Key Issues:

- The City and Wilson & Company, Inc. entered into an agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services.
- The Cooperative Agreement, dated 4/18/18, between Jackson County and the City is being amended to include the County funded pedestrian bridge over Chipman Road as an alternate bid in the City's Chipman Road Improvements Project.
- The City desires to modify the base agreement with Wilson & Company, Inc. to provide additional scope of engineering services during design.
- Wilson & Company, Inc. has submitted a proposal for the amended engineering services and an estimate of engineering cost to perform these services.

#### Proposed City Council Motion:

FIRST MOTION: I move for second reading of an Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into an agreement for the same.

SECOND MOTION: I move for adoption of an Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into an agreement for the same.

#### Background:

In April of 2018, the City and Jackson County Rock Island Rail Corridor Authority (RIRCA) executed an agreement that gave the City rights to make improvements to Chipman Road through the RIRCA right of way which includes the removal of the 1-lane railroad bridge over Chipman Road. The agreement also included the payment of \$2 Million Dollars by the City to the County to facilitate the construction of a new accessory bridge, funded by the County, to accommodate RIRCA's shared use pathway over Chipman Road.

After the execution of the Cooperative Agreement, the City and Wilson & Company, Inc. entered into an agreement (July 3, 2018) for professional engineering design services for the re-start of the Chipman Road Improvements project from View High Drive to Bent Tree Drive. Since the restart, City staff and the County have been in contact several times regarding the timing of the existing 1-lane railroad bridge removal by the City and the construction of a new accessory bridge by the County. In order to eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing for the shared use pathway at Chipman Road, the City and County have amended the April 2018 Cooperative Agreement to include the construction of a new pedestrian bridge as an alternate bid in the City's Chipman Road Improvements Project.

The first amendment to the Cooperative Agreement covers the County's cost for the design of the new pedestrian bridge and inclusion of the design as an alternate bid in the City's Chipman Road Improvement Project. The County has agreed to Wilson & Company's submitted Scope of Services and cost required for the new pedestrian bridge design. The County will remit \$15,000.00 to the City in advance of Wilson & Company designing the new bridge and including it in the City's Project.

#### Impact/Analysis:

This modification to the agreement will allow the City to include the design and construction of the new pedestrian bridge in the City's Chipman Road Project as an alternate bid and if accepted by the County will eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing at Chipman Road.

#### Timeline:

Construction start date summer of 2020

Dena Mezger, Director of Public Works

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into an agreement for the same.

<u>Committee Recommendation:</u> The Public Works Committee voted unanimously 3-0 (Chairman Faith "Absent"), to recommend to City Council approval of an Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City

File :	#· BII I	NO	19-174	Version:	1
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Manager to enter into an agreement for the same.

#### **BILL NO. 19-174**

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 2 TO THE AGREEMENT DATED JULY 3, 2018 (RFQ NO. 73-3221) FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CHIPMAN ROAD IMPROVEMENTS FROM VIEW HIGH DRIVE TO BENT TREE DRIVE WITH WILSON & COMPANY, INC., FOR AN INCREASE OF \$15,000.00 WITH AN AMENDED NOT TO EXCEED AMOUNT OF \$406,340.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City and Wilson & Company, Inc. (hereinafter "Engineer") entered into an agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services; and,

WHEREAS, the City desires to modify the base agreement with Engineer to provide additional scope of engineering services during design; and,

WHEREAS, the Engineer has submitted a proposal for the amended engineering services and an estimate of the engineering costs to perform these services; and,

WHEREAS, the City Manager is authorized and empowered by the City to execute contracts providing for professional engineering services; and,

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby approves the second modification to the agreement for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive (RFQ No. 73-3221).

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of the second modification to the agreement for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive (RFQ No. 73-3221). Said contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

PASS	SED	by	the	•	/ Cour 2019.	cil	of	the	City	of	Lee's	Summit,	Missouri,	this		day	of
ATTEST:												Mayor V	Villiam A.	Baird	I		
City Clerk	Tris	ha i	Fowl	ler A	rcuri			_									

# **BILL NO. 19-174**

APPROVED by the Mayor of said city this	day of	, 2019.
ATTEST:	Mayor William A. Baird	
City Clerk Trisha Fowler Arcuri		
APPROVED AS TO FORM:		
Chief Counsel of Infrastructure and Planning Nancy K. Yendes		

# MODIFICATION NO. 2 TO AGREEMENT DATED 07/03/2018 (RFQ NO. 73-3221) FOR PROFESSIONAL ENGINEERING SERVICES FOR CHIPMAN ROAD from VIEW HIGH DRIVE to BENT TREE DRIVE

THIS MODIFICATION TO AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Wilson & Company, Inc. (hereinafter "Engineer").

#### WITNESSETH:

**WHEREAS,** City and Engineer entered into an Agreement dated 07/03/2018 (RFQ No. 73-3221) for professional engineering services for Chipman Road from View High Drive to Bent Tree Drive (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement as provided herein; and

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

**WHEREAS**, the City Manager is authorized and empowered by City to execute contracts providing for professional engineering services.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend the following Articles contained in the Base Agreement as follows:

#### ARTICLE I SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Article I of the Base Agreement, as amended, is hereby amended as shown in Exhibit A, entitled "Rock Island Pedestrian Bridge over Chipman Road Scope of Services", attached hereto and incorporated herein by reference.

# ARTICLE IV PAYMENTS TO THE ENGINEER

Article IV of the Base Agreement, as amended, is hereby amended to provide additional compensation to Engineer as follows:

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I, of this Modification No. 2, above shall not exceed the total sum of Fifteen Thousand Dollars (\$15,000.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Three Hundred Eighty Eight Thousand Four Hundred Ninety Three Dollars (\$388,493.00).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Four Hundred Six Thousand Three Hundred Forty Dollars (\$406,340.00).

# ARTICLE VIII ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Base Agreement not amended by this Modification to Agreement shall remain in full force and effect.

This Modification No. 2 to Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

duly executed and approved by City and Engineer.	
IN WITNESS WHEREOF, the parties have executed on the day of, 20	e caused this Modification to Agreement to be
	CITY OF LEE'S SUMMIT
ATTEST:	Stephen A. Arbo, City Manager
City Clerk, Trisha Fowler Arcuri	
APPROVED AS TO FORM:	
Nancy K. Yendes, Chief Counsel of Infrastructure and Planning Office of City Attorney	
	BY: Justin C. Klaudt TITLE: Operations Manager

ATTEST.

#### **EXHIBIT A**

#### Rock Island Pedestrian Bridge over Chipman Road Scope of Services

May 30, 2019

#### **General Scope of Services**

The purpose of this agreement is to provide professional design services to develop Final Construction Plans, Specifications, and Estimates for the Rock Island Trail Pedestrian Bridge over Chipman Road. The proposed bridge will be included with the Chipman Road plans.

#### **Detailed Scope of Services**

#### Task 1 – Preliminary Plans (approximately 60% Complete)

The Consultant will prepare Preliminary Plans for the Rock Island Trail Pedestrian Bridge using the same plan format as the Chipman Road Improvements. The bridge will be a prefabricated model similar to other pedestrian bridges installed by the County along the trail. Abutments will be designed based on previously obtained geotechnical information and bridge manufacturer recommendations. Plan sheets will use the topographic survey collected for the Chipman Road design. A field review will be held with the City of Lee's Summit and Jackson County to determine the preferred alignment. The alignment will be selected to accommodate future planned improvements along the Rock Island corridor.

List of Sheets – The list of sheets to be included will be as follows:

- General Notes
- Plan Sheets
- Bridge Layout
- Abutment Retaining Wall Plan and Profile Sheets
- Summary of Quantities
- Construction Phasing Sheet
- Pedestrian Detour Plan Sheet
- Miscellaneous Details
- 1.1 Design The Consultant will prepare the preliminary plans based on the notes, measurements, and recommendations noted in the Field Review.
- 1.2 Cost Estimate The Consultant shall prepare a Cost Estimate using bid items and recent bid tabs provided by the City.
- 1.3 Plan Submittal Preliminary Plans will be submitted to the City and the County for review and comments.
- 1.4 Preliminary Plan Meeting The Consultant shall meet with the City and County staff to review the plans and discuss any comments.

#### Task 2 – Final Plan Development

The Consultant will prepare Final Plans for the purpose of bidding for construction. The list of sheets to be included will be as follows:

- General Notes
- Plan Sheets
- Bridge Layout
- Abutment Retaining Wall Plan and Profile Sheets
- Manhole Adjustment Details
- Summary of Quantities
- Construction Phasing Sheet
- Pedestrian Detour Plan Sheet
- Miscellaneous Details

Also, finalize any proposed project specifications.

- 2.1 Plan Revisions The Consultant will revise the plans and specifications according to any comments received.
- 2.2 Cost Estimate The Consultant shall revise the Cost Estimate using the recent bid tabs provided by the City.
- 2.3 Plan Submittal Submit Final Plans and specifications to the City and County for review and comment.
- 2.4 Plan Revisions The Consultant will prepare Final Plans, Specifications, and Estimate based on comments received in the final plan review.
- 2.5 Plan Submittal to City for Bids The Consultant will incorporate the plans into the Chipman Road Improvements plans for bidding.

#### Task 3 – Project Management and Quality Control

3.1 This task will include coordination of the Consultant's Project Team, progress reporting to the City/County, and providing timely response to the City from the Project Manager. The Consultant shall provide a quality assurance/ quality control (QA/QC) check for each of the plan and quantity submittals (Preliminary and Final).

NO	PANY
MILS	&COM

Proj.	Proj.: Chipman Road	Fee Revie			FEEF	FEE ESTIMATE WORKSHEET	E WOR	KSHEET		
By Date	By: JCKlaudt Date: May 31, 2019	CDP Date:		ESTIMATED MANHOURS	MANHOURS					
Chent	Thent: Lee's Summit, MO	05/31/19								
Notes	Notes: Ashurst Extension W	WCI CLASS	P6	P5	P2	PD2				
		TITLE	Project	Structural	Design	CADD	TOTAL	LABOR	EXPENSE	TOTAL
TASK	TASK WORK TASK DESCRIPTION		Manager	Engineer	Engineer	Designer	HOURS	EFFORT	EFFORT	FEE
		RATE	\$190.00	\$170.00	\$96.00	\$81.00				
Rock Isla	Rock Island Pedestrian Bridge						l			
Task 1	Fask 1 Preliminary Plans		2	20	40	20	82.00	82.00 \$ 9,240.00	S	70.00 \$ 9,310.00
Task 2	Final Plans			<b>∞</b>	20	20	48.00 \$	\$ 4,900.00	` \$	70.00 \$ 4,970.00
Task 3	Project Management and Quality Control		2	2			4.00	\$ 720.00	· •	\$ 720.00
	Subtotal		4	30	09	40	134.00	134.00 \$ 14,860.00	\$	140.00   \$ 15,000.00
	TOTALS		4	30	09	40	134.00	134.00   \$ 14,860.00	\$ 140.00	\$ 140.00   \$ 15,000.00



# The City of Lee's Summit



#### **Packet Information**

#### File #: BILL NO. 19-175, Version: 2

An Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89. (PWC 7/30/19)

#### Issue/Request:

An Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89.

#### **Key Issues:**

- Several items involving sanitary sewer and water relocation are being revised to match final measured quantities.
- The jointing of the concrete pavement was revised to match the recommendations of the America Concrete Pavement Association.

#### **Proposed City Council Motion:**

FIRST MOTION: I move for a second reading of an Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89.

SECOND MOTION: I move for adoption of an Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89.

#### **Background:**

While reviewing the pavement joint details with the contractor, it was discovered the original jointing plan was designed for 9 inch thick pavement. Because the pavement on this project is 8 inches thick, smaller pavement panels were desired. This was confirmed with the American Concrete Pavement Association. This change resulted in a significant increase of both transverse and longitudinal joints. This change order also adjusts the final quantities of work associated with the relocation of sanitary and water items.

#### Dena Mezger, Director of Public Works

Staff recommends approval of an Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89.

<u>Committee Recommendation:</u> The Public Works Committee voted unanimously 3-0 (Chairman Faith "Absent"), to recommend to City Council approval of an Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89.

File #: BILL NO. 19-175, Version: 2

#### **BILL NO. 19-175**

AN ORDINANCE APPROVING CHANGE ORDER #3 TO THE CONTRACT WITH EMERY SAPP & SONS FOR THE WARD ROAD (COUNTY LINE TO GORE) IMPROVEMENT PROJECT, AN INCREASE OF \$158,670.39 FOR A REVISED CONTRACT PRICE OF \$4,113,839.89.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, being undertaken by the City's Public Works Department; and,

WHEREAS, several items involving sanitary sewer and water relocation are being revised to match final measured quantities; and,

WHEREAS, the jointing of the concrete pavement was revised to match the recommendations of the America Concrete Pavement Association.

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

SECTION 1. That the Change Order No. 3 to the contract between the City of Lee's Summit, Missouri and Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89, a true and accurate copy attached hereto as Change Order No. 3 and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager 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.

PASSED by the City Council of the City of, 2019.	Lee's Summit, Missouri, this	day c
ATTEST:	Mayor <i>William A. Baird</i>	
City Clerk Trisha Fowler Arcuri		
APPROVED by the Mayor of said city this	day of	, 2019.
ATTEST:	Mayor <i>William A. Baird</i>	
City Clerk Trisha Fowler Arcuri		
APPROVED AS TO FORM:		
Chief Council of Infrastructure and Planning Nancy K. Yendes		



# Lee's Summit Change Order Details

Ward Road Improvements (County Line Road to Gore Road)

**Description** Reconstruction of approximately one (1) mile of Ward Road. The project includes concrete pavement, curb and gutter, concrete sidewalk and

trail, enclosed drainage system, lighting, pavement marking and signing, traffic control, waterline relocations, and sanitary sewer relocation and

adjustments.

Project Number: 18532272 Purchase Order: #123253 Fund: 322 (Road) 316 (Water)

Contractor: Emery Sapp & Sons, Inc.

**Prime Contractor** Emery Sapp & Sons

2301 Interstate 70 Drive NW Columbis, MO 65202-0266

Change Order 3

**Status** Pending

**Date Created** 02/11/2019

**Type** City Council Approval

Summary Updates for Water Main, Sanitary Sewer, PCCP Joints

**Awarded Project Amount** \$3,979,743.10

**Authorized Project Amount** \$3,955,169.50

**Change Order Amount** \$158,670.39

**Revised Project Amount** \$4,113,839.89

Change Order Details: 07/16/2019

#### **Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Curre	nt	Chang	ge	Revise	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - City o	f Lee's Summit-	Road Fund							
0080	80	LF	\$69.000	29.000	\$2,001.00	24.000	\$1,656.00	53.000	\$3,657.00
Sanitary Sewer Pip	e (6" PVC)								

**Reason:** Additional sanitary service line was found at 1410 N Ward Road that had to be relocated to clear new storm sewer line.

					Fun	ding Details			
		185-3	16-83 (Water Fund)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		185-	322-72 (Road Fund)	29.000	\$2,001.00	24.000	\$1,656.00	53.000	\$3,657.00
		185-322-72 (Road Fu	und-PWSD #3 Cass)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0084	84	LF	\$100.000	15.000	\$1,500.00	18.000	\$1,800.00	33.000	\$3,300.00

Sanitary Pipe Encasement (EST)

**Reason:** Additional sanitary pipe encasement was recommended by the engineer at sta 137+09 where a new storm pipe was installed over the existing sanitary line.

		Fun	ding Details			
185-316-83 (Water Fund)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
185-322-72 (Road Fund)	15.000	\$1,500.00	18.000	\$1,800.00	33.000	\$3,300.00
85-322-72 (Road Fund-PWSD #3 Cass)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Curr	ent	Chan	ge	Revis	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 2 - City o	f Lee's Summit	-Water Fund	ı						
0085	85	LF	\$109.000	485.100	\$52,875.90	98.000	\$10,682.00	583.100	\$63,557.90
Water Line Pipe (1	2" PVC)								

**Reason:** This additional 12" PVC waterline was required at Sta 128+75± due to the existing water main being much deeper than the plans showed. This additional line was required to avoid installing an additional air release valve.

					Fun	ding Details			
		185-	316-83 (Water Fund)	485.100	\$52,875.90	98.000	\$10,682.00	583.100	\$63,557.90
		185	-322-72 (Road Fund)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		185-322-72 (Road F	und-PWSD #3 Cass)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0093	93	EA	\$3,486.000	1.000	\$3,486.00	1.000	\$3,486.00	2.000	\$6,972.00

Air Relief Valve Assembly, New

**Reason:** At Sta 130+25± the existing water main was found to be deeper than the plan indicated and the water main relocation installed at this area had to 'dive down' to match up with the existing line which resulted in a high spot in the main. This ARV is necessary to release air that may become trapped at this high point in the water main.

					Fun	ding Details			
		185-	316-83 (Water Fund)	1.000	\$3,486.00	1.000	\$3,486.00	2.000	\$6,972.00
		185	-322-72 (Road Fund)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	18	5-322-72 (Road F	und-PWSD #3 Cass)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0113	113-C	LF	\$205.000	180.500	\$37,002.50	66.000	\$13,530.00	246.500	\$50,532.50

Water Line Pipe (12" DIP)-Revised

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

**Reason:** This additional 12" DIP waterline was required at Sta 128+75± due to the existing water main being much deeper than the plans showed. This additional line was required to avoid installing an additional air release valve.

				Funding Details			
	185-316-83 (Water Fund)	180.500	\$37,002.50	66.000	\$13,530.00	246.500	\$50,532.50
	185-322-72 (Road Fund)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	185-322-72 (Road Fund-PWSD #3 Cass)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
5 items	Totals		\$96,865.40		\$31,154.00		\$128,019.40

#### **New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - City of Lee's	Summit-Road Fund				
0117	117-C	LS	1.000	\$2,700.000	\$2,700.00
Additional Tree Removal					

Reason: Resident @ 1304 N Ward Road was told this tree would be removed as part of their agreement, but was inadvertently left off the plans.

			Funding Details				
		185-322-72 (Road Fund)	1.000	\$2,700.000	\$2,700.00		
0118	118-C	EA	2.000	\$2,037.000	\$4,074.00		
Drop Sanitary Manhole							

Change Order Details:

07/16/2019

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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**Reason:** Manhole A1 was shown as standard manholes in the plans, but during construction it was found that the two inlet pipes were about 3' higher than the new invert therefore a drop manhole was required.

			Funding Details				
		185-322-72 (Road Fund)	2.000	\$2,037.000	\$4,074.00		
0119	119-C	EA	1.000	\$225.750	\$225.75		

Additional Traffic Control Sign

**Reason:** The City requested an additional sign at the intersection of Ward Road and County Line Road to clarify the detour.

			Funding Details				
		185-322-72 (Road Fund)	1.000	\$225.750	\$225.75		
0120	120-C	LS	1.000	\$114,616.640	\$114,616.64		

Additional Joints in 8" PCCP

**Reason:** After a recommendation by the American Concrete Pavement Association (ACPA) the City Engineer requested that the contractor use a smaller panel size than was originally designed. This change resulted in a increase in the number of both transverse and longitudinal joints. This pay item is for all material and labor costs associated with the change in jointing plan.

				<b>Funding Details</b>		
		185-322-72 (Road Fund)	1.000	\$114,616.640	\$114,616.64	
Section: 2 - City of Lee's Summit-Water Fund						
0116	116-C	LS	1.000	\$5,900.000	\$5,900.00	
Shoring for Deep Wat	terline					

Reason: The existing water main at Sta 128+75± was found to be much deeper that what was indicated on the construction plans. As a result this shoring was required for the

Change Order Details: 07/16/2019

Line Number	Item ID	Unit	Quantity	Unit Price	Extension

contractor to be able to safely install the new water main.

		Funding Details		
	185-316-83 (Water Fund)	1.000	\$5,900.000	\$5,900.00
5 items				Total: \$127,516.39

# **Funding Summary**

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
185-322-72 (Road Fund)	\$3,638,370.90	\$3,635,376.90	\$125,072.39	\$3,760,449.29
185-316-83 (Water Fund)	\$192,177.00	\$159,845.40	\$33,598.00	\$193,443.40
185-322-72 (Road Fund-PWSD #3 Cass)	\$149,195.20	\$159,947.20	\$0.00	\$159,947.20
3 fund packages	\$3,979,743.10	\$3,955,169.50	\$158,670.39	\$4,113,839.89

# Doc Express Document Signing History Contract: Ward Road Improvements (South) Document: Ward Road (South) Change Order

This document is in the process of being signed by all required signatories using the Doc Express service. Following are the signatures that have occurred so far.

								06/04/2019	Date
(Attested by the City Clerk)	(Approved by City Manager)	(Approved as to Form, Office of the City Attorney)	(Approved by Director of WU)	(Approved by Assit. Dir of WU)	(Approved by Director of PW)	(Approved by City Engineer)	(Approved by Construction Manager)	BOB SNYDER Emery Sapp & Sons, Inc KC Branch Electronic Signature (Approved by Contractor)	Signed By





# The City of Lee's Summit

# **Packet Information**

# File #: BILL NO. 19-176, Version: 1

An Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14. (PWC 7/30/19)

# Issue/Request:

An Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14.

# **Key Issues:**

- Additional sod was required to restore the project to match the existing surroundings.
- Thermoplastic pavement markings needed to be added to this contract.
- Optional signal equipment was purchased with this contract.

# **Proposed City Council Motion:**

FIRST MOTION: I move to for a second reading of an Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14.

SECOND MOTION: I move to for adoption of an Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14.

# **Background:**

The thermoplastic pavement marking for this project was originally included with the overlay project, as that project would immediately follow the completion of the signal project. As a result of the recent flooding in Nebraska, the delivery of the signal equipment was significantly delayed, leading to the delay in the completion of this project. As a result, the thermoplastic pavement markings were removed from the overlay project and put back into this project. Additionally, much more area was disturbed during construction of the ADA ramps in order to match existing grades and remain ADA compliant. As a result, additional sod was required to properly restore the ground. Finally, the Contractor received additional switches and modules from the signal supplier by mistake. In lieu of returning the additional equipment, the contractor offered to sell the equipment to the city at their cost. The traffic operations section decided to purchase this equipment to keep in their emergency supply.

Dena Mezger, Director of Public Works

Staff recommends approval of an Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14.

Committee Recommendation: The Public Works Committee voted unanimously 3-0 (Chairman Faith "Absent"), to

# File #: BILL NO. 19-176, Version: 1

recommend to City Council approval of an Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14.

# **BILL NO. 19-176**

AN ORDINANCE APPROVING CHANGE ORDER #2 TO THE CONTRACT WITH CAPITAL ELECTRIC LINE BUILDERS FOR THE WOODS CHAPEL ROAD & CHANNEL DRIVE SIGNAL PROJECT, AN INCREASE OF \$15,558.76 FOR A REVISED CONTRACT PRICE OF \$261,870.14.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, being undertaken by the City's Public Works Department; and,

WHEREAS, additional sod was required to restore the project to match the existing surroundings; and,

WHEREAS, thermoplastic pavement markings needed to be added to this contract; and,

WHEREAS, optional signal equipment was purchased with this contract.

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

SECTION 1. That the Change Order No. 2 to the contract between the City of Lee's Summit, Missouri and Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14, a true and accurate copy attached hereto as Change Order No. 2 and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager 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.

PASSED by the City Council of the City of, 2019.	Lee's Summit, Missouri, this day o
ATTEST:	Mayor <i>William A. Baird</i>
City Clerk Trisha Fowler Arcuri	
APPROVED by the Mayor of said city this	day of, 2019.
ATTEST:	Mayor <i>William A. Baird</i>
City Clerk Trisha Fowler Arcuri	
APPROVED AS TO FORM:	
Chief Council of Infrastructure and Planning Nancy K. Yendes	



# Lee's Summit Change Order Details

Woods Chapel Rd & Channel Dr Signal

**Description** Installation of a permanent signal at the intersection of Woods Chapel and Channel Drive with radio signal interconnect to Independence Ave,

Ralph Powell Rd, and Todd George Pkwy. The new signal will include pedestrian accommodations (actuated push buttons and pedestrian signal indications), overhead vehicular indications, vehicle detection and Radio traffic signal interconnect. Existing sidewalk curb ramps will also be

replaced for ADAcompliance.

Project Number: 47932472 Purchase Order: #121897

**Fund: 324** 

**Contractor: Capital Electric Linebuilders** 

**Prime Contractor** Capital Electric Line Builders, Inc.

4400 NW Mattox Rd. Riverside, MO 64150

Change Order 2

**Status** Pending

**Date Created** 04/25/2019

**Type** City Council Approval

Summary Sod, Stop Bars, & Signal Switches

**Awarded Project Amount** \$238,862.89

**Authorized Project Amount** \$246,311.38

**Change Order Amount** \$15,558.76

**Revised Project Amount** \$261,870.14

Change Order Details: 06/28/2019

# **New Items**

Line Number	Itam ID	Unit	Quantity	Unit Duice	Extension
Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0046	46C	SY	325.000	\$30.140	\$9,795.50
SOD					
Reason: Quantity for sod w	ras inadvertently left off th	e original contract. This i	tem is necessary to complete restoration	ion for project.	
0050	47-C	LF	95.000	\$34.300	\$3,258.50
Stop Bar - Thermoplastic					
<b>Reason:</b> Originally the stop bars were to be installed as part of the overlay program, but the two projects did not sync up, therefore the stop bars needed to be installed as part of the signal contract.					
0060	48-C	EA	3.000	\$834.920	\$2,504.76
Switches & Modules					

Reason: This is for purchase of the switches only and they will be placed in the City's Signal Department inventory to be used as needed in the future.

3 items Total: \$15,558.76

Change Order Details: 06/28/2019

# Doc Express Document Signing History Contract: Woods Chapel & Channel Dr. Signal Document: Woods Chapel Signal - Change Order #2

This document is in the process of being signed by all required signatories using the Doc Express service. Following are the signatures that have occurred so far.

Date	Signed By
07/08/2019	Marshall Carmack Capital Electric Line Builders Electronic Signature (Approved by Contractor)
	(Approved by Construction Manager)
	(Approved by City Engineer)
	(Approved by Director of PW)
	(Approved as to Form, Office of the City Attorney)
	(Approved by City Manager)
	(Attested by the City Clerk)



# The City of Lee's Summit

# **Packet Information**

# File #: BILL NO. 19-177, Version: 1

An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ No. 543-32272), and authorizing the City Manager to enter into an agreement for the same. (PWC 7/30/19)

### Issue/Request:

An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ No. 543-32272), and authorizing the City Manager to enter into an agreement for the same.

### **Key Issues:**

- City staff identified twelve (12) locations in the City where structural flooding occurs based on reports from residents
- Stormwater projects were funded as part of the 2017 CIP Sales Tax Renewal that was approved by the voters in April 2017
- City Staff Issued RFQ No. 543-32272 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policies
- Four different firms were selected to work on the projects
- Burns and McDonnell was determined to be the most qualified for the Maple Street, Lakeview Boulevard, Grand Avenue, Bingham Drive, and Brentwood Drive and satisfactorily conducted negotiations for scope and fee with City staff

### **Proposed City Council Motion:**

FIRST MOTION: I move for second reading of an Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ No. 543-32272), and authorizing the City Manager to enter into an agreement for the same.

SECOND MOTION: I move for adoption of an Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ No. 543-32272), and authorizing the City Manager to enter into an agreement for the same.

# File #: BILL NO. 19-177, Version: 1

### Background:

The primary purpose for this project is to address structural flooding at each site. At the Maple, Lakeview, and Grand locations, projects will consider alternative methods of stormwater conveyance instead of more traditional inlet and pipe approach cost-effective improvements. The intent is to find a lower cost method, less disruptive during construction, and better fit the older neighborhoods that have very limited underground stormwater infrastructure.

Alternative stormwater collection may include the following: install a permeable paver system to cutoff, collect and reduce surface runoff; landscaping that increases water infiltration and reduces soil erosion; and other features that tend to keep more water thus sending less water downstream to pipes, inlets or adjacent properties. For all locations, the most advantageous alternative will be chosen. The evaluation will consider cost, effectiveness, and input from the affected property owners to ensure the projects will be mutually agreeable.

# Impact/Analysis:

This is a modification to the City's standard agreement between the City and a consulting engineering firm with regard to engineering services. The Law department has reviewed the agreement and has approved of the changes. This agreement will allow Burns and McDonnell to provide engineering services to the City.

### Timeline:

Start Design: Summer 2019 Finish Design: Fall 2019

Construct: 2020 Construction Season

# Other Information/Unique Characteristics:

RFQ No. 543-32272D was publicly advertised starting February 28, 2019. The RFQ combined 12 small projects, NE Maple Street, SW Pinnell Circle, SE Hackamore Drive, SW 34<sup>th</sup> Street, SW Lea Drive, SW Blazing Star Drive, NE Delta School Road, SE Bingham Drive, SE Brentwood Drive, SW Lakeview Boulevard, SE Grand Avenue, SW Secretariat Drive in the submittal. The RFQ was advertised using the City's web site and www.PublicPurchase.com to notify potential vendors. Fifty-one potential vendors viewed the RFQ, and 17 firms submitted responsive qualification submittals by the March 25, 2019 closing date. Firms were selected based on submittals and no interviews were conducted. From that list of 17, four firms were selected. *Burns and McDonnell* was selected for Stormwater Improvements - 5 locations.

Karen Quackenbush, Senior Staff Engineer

Staff recommends approval.

# **BILL NO. 19-177**

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL, IN AN AMOUNT NOT TO EXCEED \$197,800.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER IMPROVEMENTS - 5 LOCATIONS (RFQ NO. 543-32272), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City intends to have engineering services for the Stormwater Improvements – 5 Locations Project (hereinafter "Project"); and,

WHEREAS, Burns and McDonnell submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and,

WHEREAS, the City Manager is authorized and empowered by the City to execute contracts providing for professional engineering services; and,

WHEREAS, the City desires to enter into an agreement with Burns and McDonnell to perform the Project; and,

WHEREAS, Burns and McDonnell is equipped, competent, and able to undertake such an assignment.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby approves an agreement for professional engineering services for Stormwater – 5 Locations with Burns and McDonnell, for a not to exceed amount of \$197,800.00.

SECTION 2. The City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with Burns and McDonnell for professional engineering services contained in an agreement for Stormwater – 5 Locations, for a not to exceed amount of \$197,800.00. Said contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

SECTION 4. 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. 19-177**

PASSED by the City Council of the City of, 2019.	Lee's Summit, Missouri, this day o
ATTEST:	Mayor <i>William A. Baird</i>
City Clerk Trisha Fowler Arcuri	
APPROVED by the Mayor of said City this	day of, 2019
ATTEST:	Mayor <i>William A. Baird</i>
City Clerk Trisha Fowler Arcuri	
APPROVED AS TO FORM:	
Chief Counsel of Infrastructure and Planning Nancy K. Yendes	

# AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR <u>STORMWATER IMPROVEMENTS - 5 LOCATIONS</u> (RFQ NO. <u>543-32272D</u>)

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Burns + monopole (hereinafter "Engineer").

# WITNESSETH:

WHEREAS, City intends to have engineering services for <u>Stormwater Improvements</u> <u>– 5 Locations</u> (hereinafter "Project"); and

**WHEREAS**, Engineer has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for professional engineering services; and

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project; and

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

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

# ARTICLE I SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER

Engineer shall provide the following professional engineering services to City ("Basic Services"):

# See Attachment A

# ARTICLE II OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER

The following is a list of additional services which will be furnished by Engineer, if needed by City, upon receipt of written authorization by the Director of Public Works ("Optional Services"):

There will be no Optional Services

# ARTICLE III SCOPE OF SERVICES TO BE PROVIDED BY CITY

City shall provide the following services to Engineer:

# See Attachment A

# ARTICLE IV PAYMENTS TO THE ENGINEER

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Hundred and Ninety Seven Thousand and Eight Hundred Dollars (\$197,800.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Hundred and Ninety Seven Thousand and Eight Hundred Dollars (\$197,800.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Zero Dollars (\$0.00).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been completed in accordance with this Agreement. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  - 1. Project Name/Task Name/RFP Number/Description of Agreement.
  - 2. Invoice Number and Date.
  - 3. Purchase Order Number issued by City.
  - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
  - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.

6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

# ARTICLE V COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

Assumes Notice to Proceed August, 2019
Survey – August – September, 2019
Preliminary Design – October – November, 2019
ROW Appraisals & Acquisitions – December, 2019 – February, 2020
Utility Relocations – February – March, 2020
Final Design – December, 2019 – January, 2020
Bid & Award – March – May, 2020
Construction – June – October, 2020

The Director of Public Works may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Public Works and accepted by Engineer at the time said Optional Services are authorized by the Director of Public Works.

# ARTICLE VI INSURANCE

A. CERTIFICATE OF INSURANCE: The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer or from the Engineer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any relevant Additional Insured endorsement. The cost of such insurance shall be included in the Engineer's contract price.

- B. NOTICE OF CLAIM: The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any insurance policy required in excess of \$10,000.00, if the reduction results in coverage amount below those indicated in Article VI whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A-" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
- D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:
  - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
  - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.
- E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Self-Insured Retention or Deductible shall be the sole responsibility of the Engineer. The City reserves the right to require guarantees from the Engineer for such assumed limits. Subject to a confidentiality agreement, Engineer shall make available to the City and/or the City's selected financial professional an opportunity to review at Engineer's Office the appropriate and necessary financial information needed to verify financial viability. Such review shall be upon the City's written request and shall not take place more than once a year.
- F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the amount of \$1,000,000 per occurrence/claim and in the aggregate.
  - G. COMMERCIAL GENERAL LIABILITY POLICY Limits:

Each occurrence: \$2,000,000
Personal & Advertising Injury: \$2,000,000
Products/Completed Operations Aggregate: \$2,000,000
General Aggregate: \$2,000,000

Policy must include the following conditions:

Bodily Injury and Property Damage Insured Contract's Contractual Liability Explosion, Collapse & Underground (if risk is present) Additional Insured: City of Lee's Summit, Missouri

- H. AUTOMOBILE LIABILITY: Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
  - 1. Any Auto
  - 2. or all Owned Autos; Hired Autos; and Non-Owned Autos

# Limits:

Each Accident, Combined Single Limits,

Bodily Injury and Property Damage:

\$2,000,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

I. WORKERS' COMPENSATION: This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation in favor of the City, if allowed by law. The policy limits shall not be less than the following:

Workers' Compensation:

Statutory

Employer's Liability:

Bodily Injury by Accident:

Bodily Injury by Disease: Bodily Injury by Disease:

\$100,000 Each Accident \$500,000 Policy Limit \$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

- 1. The insurance limits outlined above represent the coverage limit and do not infer that such limits are sufficient to protect Engineer from a loss nor has the City assessed the risk that may be applicable to the Engineer.
- 2. The Engineer's coverage for which the City is included as an additional insured will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
- 3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
- 6. When "City" is utilized, this includes its officers, employees and volunteers registered with the City in respect to their duties for the City.

# ARTICLE VII MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. COVENANT AGAINST CONTINGENT FEES: Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. OWNERSHIP OF ENGINEERING DOCUMENTS: Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material delivered and to be delivered by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. MODIFICATIONS TO AGREEMENT: In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. EMERGENCY CHANGES IN SERVICES: The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. TERMINATION: In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
  - 1. <u>Termination for Convenience</u>: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  - 2. <u>Termination for Cause</u>: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
  - 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. COMPLIANCE WITH LAWS: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services in the performance of the services under this Agreement. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. SUBLETTING ASSIGNMENT OR TRANSFER: Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services

- being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, , each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. LIMITATION OF LIABILITY: In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. PROFESSIONAL RESPONSIBILITY: Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s')

methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.

- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Green Street
Lee's Summit. MO 64063

Director of Public Works City of Lee's Summit 200 SE Green Street Lee's Summit. MO 64063 and notices to Engineer shall be addressed to:

Cliff Cate-Burns+Mobernell 9400 ward Parkway Konsas Cay mo 6414

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

# ARTICLE VIII ALL OTHER TERMS REMAIN IN EFFECT

Reserved.

	THIS A	AGREEMENT	shall be	binding	on the	parties	thereto	only	after	it has	been
duly e	xecuted	d and approve	d by City	and En	gineer.						

	CITY OF LEE'S SUMMIT
	Stephen A. Arbo, City Manager
ATTEST:	
City Clerk Trisha Fowler Arcuri	
APPROVED AS TO FORM:	
Name of Mandage	
Nancy K. Yendes, Chief Counsel of Infrastructure and Planning Office of City Attorney	
	ENGINEER: BUTIS & m. Donnell Engineeting

Modified 05/3/17

10



BY: Opin Bickmen TITLE: Vice President

### ATTACHMENT A

# SCOPE OF WORK

Engineer: Burns and McDonnell Engineering

Owner: City of Lee's Summit, Missouri

Project: Stormwater Improvements – 5 Locations

### I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by ENGINEER for design stormwater improvements at 5 locations (Project).

- A. <u>The Project</u>. The City of Lee's Summit, Missouri (CITY), intends to implement stormwater improvements at five locations:
  - 1) 105 NE Maple Street;
  - 2) Lakeview Boulevard between 1<sup>st</sup> and 2<sup>nd</sup> Streets;
  - 3) SE Grand Avenue from SE 5<sup>th</sup> Street to 416 SE Grand Avenue;
  - 4) 309 SE Bingham Drive; and
  - 5) 208 SE Brentwood Drive (200 Block of SE Brentwood).

ENGINEER will provide stormwater evaluations and professional engineering design services for these five locations as described in this scope of work.

- B. <u>General Description of Activities.</u> The Basic Scope of Work to be performed by ENGINEER consists of project management, property owner meetings, field data collection services, hydrologic and hydraulic stormwater evaluations, design phase services, and bidding phase services.
- C. <u>Project Objectives.</u> ENGINEER will provide services necessary to achieve the following project objectives:
  - 1. Evaluate all five sites to determine stormwater improvement alternatives.
  - 2. For the approved alternative provide design phase services and final construction documents.
  - 3. Field data collection services including topographic survey for design.
  - 4. Provide bidding phase services for completed designs.
- D. <u>Task Series Listing.</u> This Basic Scope of Services is organized under the following Task Series:
  - 1. Task Series 100 Project Management, Administration, & Meetings
  - 2. Task Series 200 Site Evaluation and Field Services
  - 3. Task Series 300 Design Alternatives and Concept Design
  - 4. Task Series 400 Preliminary and Final Design

5. Task Series 500 – Bidding Phase Services

# II. SCOPE OF WORK

The following Task Series describe the Scope of Work to be provided by ENGINEER for this Project.

# TASK SERIES 100 - PROJECT MANAGEMENT, ADMINISTRATION, & MEETINGS

The purpose of this task will be to manage, direct and oversee each element of the scope of work identified herein and subcontractors employed by the ENGINEER in completion of the Work. The following management activities will be provided by ENGINEER.

# Task 101 Project Management & Administration Services

Provide project management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY staff; supervision and coordination of services; assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report which will accompany the monthly invoice submittal. The monthly progress status reports will document work progress, the percentage of completed work, schedule status, and budget status.

Prepare a scope, budget, schedule, and agreement for ENGINEER's subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work, including deliverables, subcontractor invoicing, and schedule maintenance. and potential project scope variances with corrective action.

# **Task 102** Project Meetings & Coordination

ENGINEER will schedule a project kickoff meeting and regular progress meetings as necessary to communicate project progress, review design alternatives, and plan upcoming activities. Up to 6 meetings including the kickoff meeting are included for this Project. For each meeting ENGINEER will provide a meeting agenda, meeting materials, and meeting minutes. All meetings will be at City Hall in Lee's Summit, Missouri.

**Deliverables:** Meeting Materials and Meeting Minutes

# TASK SERIES 200 - SITE EVALUATION & FIELD INVESTIGATION

# Task 201 Site Evaluation

For all five sites, ENGINEER will complete a site evaluation which will include the following:

1. A site visit of each site will be conducted to characterize the existing conditions. ENGINEER will coordinate with CITY on notifications to the property owners prior to doing the site visit and/or before interviewing property owners. CITY will be responsible for initial contact with property owner. ENGINEER will gather additional information regarding the general site conditions, site constraints, opportunities for collaboration with property owners, and flooding concerns.

- 2. Document existing site features, including but not limited to existing drainage paths, stormwater inlet locations, erosion concerns, potential utility conflicts and other site information that may influence the concept design.
- 3. Gather and review available GIS data provided by the CITY. GIS shapefiles for topography, property ownership, aerial photography, sewer system characterization, waterlines, impervious surfaces, zoning, and other site relevant data will be provided. Available information provided by the CITY will be recorded in a data log
- 4. Assess each site for potential improvement alternative that can be implemented into the existing site conditions. The available area and the capacity of each site to capture, control, and convey stormwater runoff will be determined.
- 5. Interview property owners to determine the exact flooding issues and discuss potential solutions for the site. ENGINEER will document site visit and provide a summary of the property owners interviews.

Deliverables: Field Visit Reports, Property Owner Interview Summary, & Data Log

# Task 202 Topographic & Utility Survey

ENGINEER shall provide the following field survey services for Sites 1, 2, 3, and 5. The extent of the field survey by site is shown in Figures 1, 2, 3, and 5.

- 1. Provide the services of a Professional Surveyor to perform the following:
  - a. Set project horizontal and vertical controls.
  - b. Locate existing street right-of-way and critical property corners along the possible new stormwater improvement alignments.
  - c. Locate surface and subsurface information along possible new stormwater improvement alignments, including but not limited to, utilities, trees, poles, signs, and structures such as curbs, sidewalks, pavement, retaining walls, and greenway. ENGINEER shall review the data that is provided by the surveyor using information collected during the site evaluation.
  - d. Provide subsurface utility information along the possible new stormwater improvements alignments, including inverts and diameters of storm and sanitary sewers necessary for determining the depth of utilities and evaluating potential conflicts along the possible new stormwater improvements. Utility locates shall include service lines and related appurtenances. Provide pothole of existing utility services using vacuum excavate process; up to five (5) potholes within the project extents. Survey all utilities found within pothole excavation.
  - e. Locate lowest opening into habitable building and survey the sill elevation for up to twenty-five (25) buildings within the project extents.
  - f. For documented high water marks or observed high water marks for each site survey the high water mark.
- 2. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum.

Figure 1: Site 1 Survey Extents



Figure 2: Site 2 Survey Extents

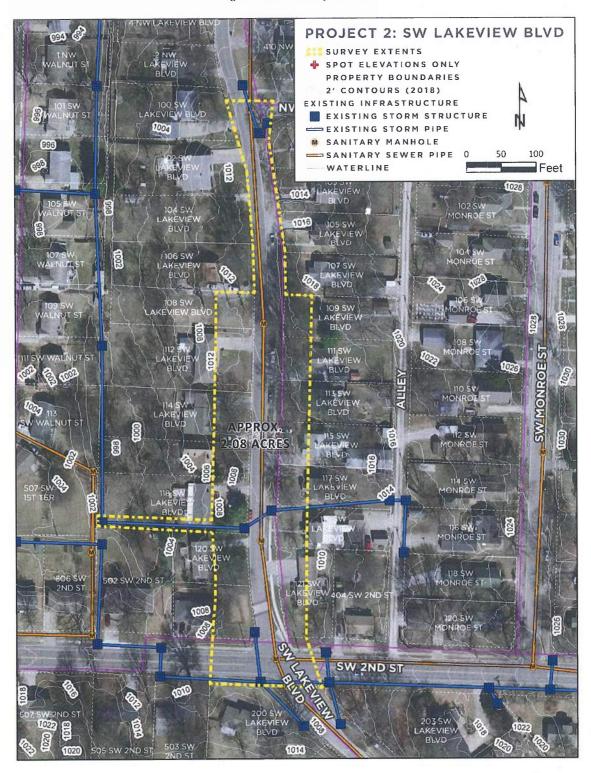


Figure 3: Site 3 Survey Extents

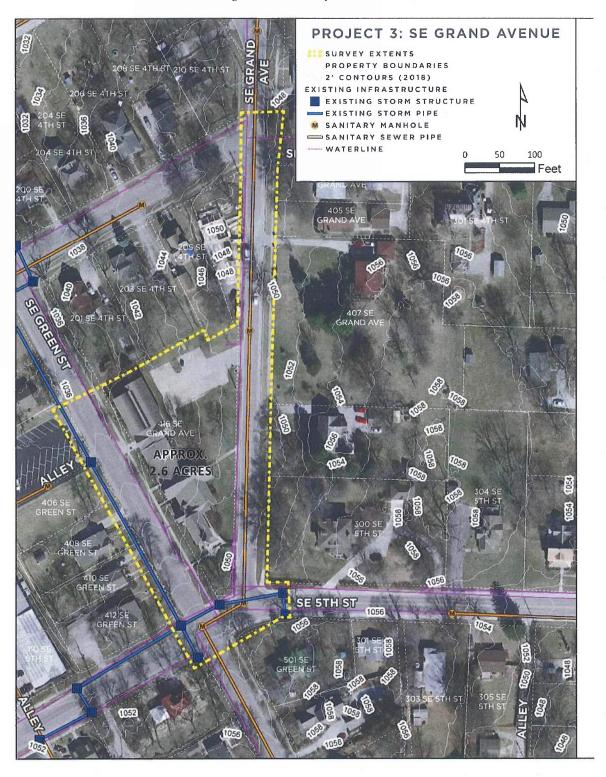


Figure 4: Site 5 Property Survey



# Task 203 Property Survey

ENGINEER shall provide limited field survey services for Site 4. The approximate location for survey shots to be collected are shown on Figure 5. For each shot the x, y location and a surface elevation shall be determined. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum. An exhibit showing the survey shot locations, coordinates, and elevation shall be provided for Site 4. If the City determines that a topographic and utility survey is needed at either site an amendment to this scope of work will be required.

**Deliverables:** Topographic & Utility Survey for Sites 1, 2, 3, and 5. Parcel Spot Survey Exhibit for Site 4.

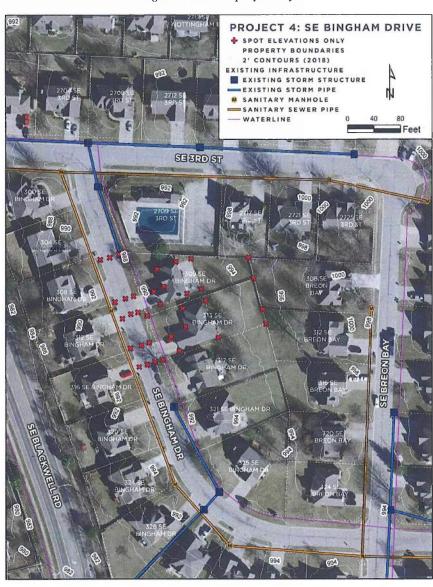


Figure 5: Site 4 Property Survey

# TASK SERIES 300 - <u>CONCEPT DESIGN & IMPROVEMENT</u> RECOMMENDATION

# Task 301 Concept Site Analyses

ENGINEER shall develop a concept level design to implement stormwater improvements at all five sites. The concept design evaluation shall include the following for each site:

- 1. Screen applicable stormwater improvement technologies that may be feasibly implemented on each site.
- 2. Prepare the necessary exhibits, including conceptual level layouts and exhibits to clearly describe the proposed stormwater improvement to achieve proposed level of service at each site.
- 3. For each site, evaluate the existing storm sewer system. Based on available mapping, preliminary field observations and best professional judgment, determine drainage characteristics, drainage area to each site, and potential additional runoff to be captured. Prepare hydrologic and hydraulic calculations to demonstrate capture runoff from a range of design storms including the 2-yr, 5-yr, 10-yr, 25-yr, 50-yr, and 100-yr design rainfall events. Modeling techniques will not be used to determine the storm runoff volume and depths. Atlas 14 rainfall data with Huff rainfall distributions will be used to analyze runoff volumes and rates.
- 4. Identify potential utility relocate or rehabilitation needs to accommodate proposed stormwater improvements. CITY shall provide CCTV inspection results and recommendations for sanitary sewer lines in the vicinity of the proposed improvements. CITY shall coordinate with internal water utilities that are identified within the proposed stormwater improvement extents.
- 5. Prepare a Class 4 opinion of probable construction cost for the required improvements consistent with AACE standards. ENGINEER will base estimates on typical unit costs for similar stormwater improvements from recent projects performed within the area. Unit costs will be developed from recent bid tabulations where available and will incorporate knowledge of current construction cost trends. Preliminary unit cost estimates will be provided to the CITY for review and comment prior to finalizing the conceptual cost estimate.

# **Task 302** Stormwater Improvement Recommendations

ENGINEER will provide a stormwater improvement recommendation for each site. The recommendation will be based on the data collected, interviews with property owners, coordination with City Staff, and the results of the concept site analysis. The recommended improvements will be presented the CITY. The improvement recommendations approved by the CITY will be carried forward to preliminary and final design.

**Deliverables:** Stormwater Improvement Recommendation technical memorandum.

# TASK SERIES 400 - PRELIMINARY AND FINAL DESIGN (SITES 1, 2, 3, & 5)

ENGINEER shall prepare preliminary and final design plans for the selected stormwater improvements at Sites 1, 2, 3, and 5. A contract amendment or a separate contract will be required to complete design documents for Site 4.

# Task 401 60% Design

ENGINEER will refine the hydrologic and hydraulic calculations for the selected improvements based on the concept design. The CITY will provide approval of the final stormwater runoff rates and volumes for the design.

ENGINEER shall prepare 60% design plans for Project Sites 1, 2, 3, and 5. The 60% complete design drawings for review will include general sheets, grading, pipe plan and profile, and standard details for each site. Plans will also include detailed information with respect to storm sewer improvement plans, connections to existing mains, roadway and sidewalk replacement, erosion and sediment control, and stormwater management plans. ENGINEER shall perform an internal quality control review of design documents and calculations; and incorporate quality control review comments prior to submittal.

ENGINEER shall prepare recommended project sequencing/phasing to maintain access to homes, businesses, streets, and to include traffic control and detour plans, where appropriate. ENGINEER will evaluate the sequence of construction, the necessity of coordination with other applicable projects, and examine issues of phasing and constructability in consultation with CITY. ENGINEER will develop phased construction descriptions and schematics as required for inclusion in the Construction Contract Documents.

- 1. CITY will provide a copy of its front-end contract documents and standard technical specifications for review. ENGINEER shall develop a specifications list for the Project and provide review comments for consideration by the CITY. The CITY's technical specifications shall be supplemented with technical specifications developed by ENGINEER, where appropriate.
- 2. ENGINEER will prepare an opinion of probable construction cost based on the 60% design plans and technical specifications developed. The 60% cost opinion level of accuracy presented by ENGINEER will be Class 2 or Control or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 2 estimate is commensurate with development of the design concept to a 30- to 70-percent level; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.

Deliverables: ENGINEER shall submit the following for CITY review:

- Two (2) half-size and one (1) full-size printed and bound sets of 60% design plan sheets
- Two (2) printed copies of 60% technical specifications list, including supplemental specification sections to be developed by ENGINEER
- Two (2) printed copies of the 60% Opinion of Probable Construction Cost
- A single electronic file in PDF of all documents.

# Task 402 90% Design

The 90% design submittal is meant to provide the CITY an opportunity to review the construction drawings prior to the 100% completion and before advancement to 100% design. ENGINEER shall continue to advance drawings during the 90% review period.

- 1. <u>90% Design Plan Sheets.</u> Address review comments received from the CITY related to 60% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at the 90% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
- 2. 90% Technical Specifications. The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the ENGINEER. The supplemental technical specifications shall be provided by the ENGINEER. The CITY will be responsible for the preparation of all other CITY standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the ENGINEER for review. ENGINEER will provide review comments for CITY's incorporation as appropriate into the front-end documents and the technical specifications.
- 3. <u>Improvement Renderings.</u> Prepare graphic renderings of the proposed improvements. Provide one (1) plan view and up to two (2) perspective views for each project site.
- 4. 90% Opinion of Probable Construction Cost. Prepare an updated opinion of probable construction cost based on the 90% design plans and technical specifications developed, and any review comments received from the CITY related to ENGINEER's 60% opinion of probable construction cost submitted. The 90% cost opinion level of accuracy presented by ENGINEER will be Class 1 or Check Estimate or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 50- to 100-percent level; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.

# **Deliverables:** ENGINEER shall submit the following for CITY review:

- Summary of 60% submittal CITY review comments and actions taken to address comments
- Two (2) half-size and one (1) full-size printed and bound sets of 90% design plan sheets
- Two (2) printed copies of 90% technical specifications sections developed by ENGINEER
- Two (2) printed copies of the 90% Opinion of Probable Construction Cost
- A single electronic file in PDF of all documents.

# Task 403 100% Final Design & Construction Documents

The purpose of the 100% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to submitting for bidding the project for construction.

- 1. <u>100% Design Plan Sheets.</u> Address review comments received from the CITY related to 90% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at the 100% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
- 2. 100% Technical Specifications. The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the ENGINEER. The supplemental technical specifications shall be provided by the ENGINEER. The CITY will be responsible for the preparation of all other CITY standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the ENGINEER for review. ENGINEER will provide review comments for CITY's incorporation as appropriate into the front-end documents and the technical specifications.
- 3. 100% Opinion of Probable Construction Cost. Prepare an updated opinion of probable construction cost based on the 100% design plans and technical specifications developed, and any review comments received from the CITY related to ENGINEER's 90% opinion of probable construction cost submitted. The 100% cost opinion level of accuracy presented by ENGINEER will be Class 1 or Check Estimate or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 50- to 100-percent level; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.

# Deliverables. ENGINEER shall submit the following for CITY review:

- One (1) full-size set and two (2) half-size printed and bound sets of 100% plans, sealed and signed.
- Three (3) printed copies of 100% technical specifications developed by the ENGINEER.
- Three (3) printed copies of the 100% Opinion of Probable Costs.
- PDF files of plans, supplemental specifications, and 100% Opinion of Probable Costs.

# Task 404 Easement Exhibits

Determine the locations and limits for permanent and temporary construction easements for sites 1, 2, 3, and 5, and review with CITY staff. CITY shall obtain "ownership and encumbrance" reports for each parcel of property where easements or acquisition is required immediately following the 60% and 100% design submittal. Prepare easement exhibits and legal descriptions for CITY's use in appraising the land and acquiring the required permanent and temporary easements upon notice to proceed from the CITY. Each easement will consist of a legal description

and an 8.5-inch by 11-inch (or 11-inch by 17-inch for larger parcels) drawing exhibit with the parcel identification and easement requirements including the affected land area size of the lot and the easements listed in square feet. Easement exhibits will be furnished in AutoCAD format and legal descriptions will be furnished in written and electronic format. Easement descriptions signed and sealed by a registered land surveyor will be prepared in accordance with Missouri requirements. Should additional easement exhibits and legal descriptions be required, the additional work will be performed as Optional Services approved by the CITY.

Prepare Easement Exhibits and Legal Descriptions: Prepare easement exhibits and descriptions. This task is based on preparing easements exhibits and legal descriptions for the following:

- 1. A maximum of eighteen (18) temporary easements
- 2. A maximum of eight (8) permanent easements

# TASK SERIES 500 - BIDDING PHASE SERVICES (SITES 1, 2, 3, & 5)

ENGINEER shall provide bidding phase services for the final design at Sites 1, 2, 3, and 5.

# Task 501 Bid Phase Services

ENGINEER will provide sealed contract documents including all necessary drawings and supplemental technical specifications to be provided to CITY for prospective bidders. ENGINEER will provide meeting agenda, materials, and minutes for a pre-bid conference to be held at City Hall in Lee's Summit, Missouri. ENGINEER will answer written questions from prospective bidders, and maintain record of telephone requests and questions that may be used in preparing addenda to the Contract Documents. ENGINEER will prepare and provide addenda to the CITY for distribution, as appropriate, to interpret, clarify or expand the Contract Documents, as necessary.

Construction phase services are not included in this scope of work. Any construction phase services added to the project will be addressed through an amendment to this scope of work.

### II. CITY'S RESPONSIBILITIES

CITY will furnish, as required by Basic Services and not at the expense of the ENGINEER, the following items:

- A. Provide available information pertinent to the PROJECT including GIS layers, previous reports, as-built drawings, survey, O&M records and any other data relative thereto.
- B. CITY's Project Manager will coordinate meetings between City staff and the ENGINEER.
- C. CITY will provide review comments on all deliverables within fourteen (14) calendar days for incorporation into the design documents, unless otherwise agreed upon between the ENGINEER and the CITY.
- D. Provide property owner notification and assist ENGINEER in contacting property owners
- E. Provide City front-end templates for the final construction documents.

(End of Scope of Services)

# Exhibit A Schedule of Professional Service Billing Rates

# Hourly Professional Service Billing Rates

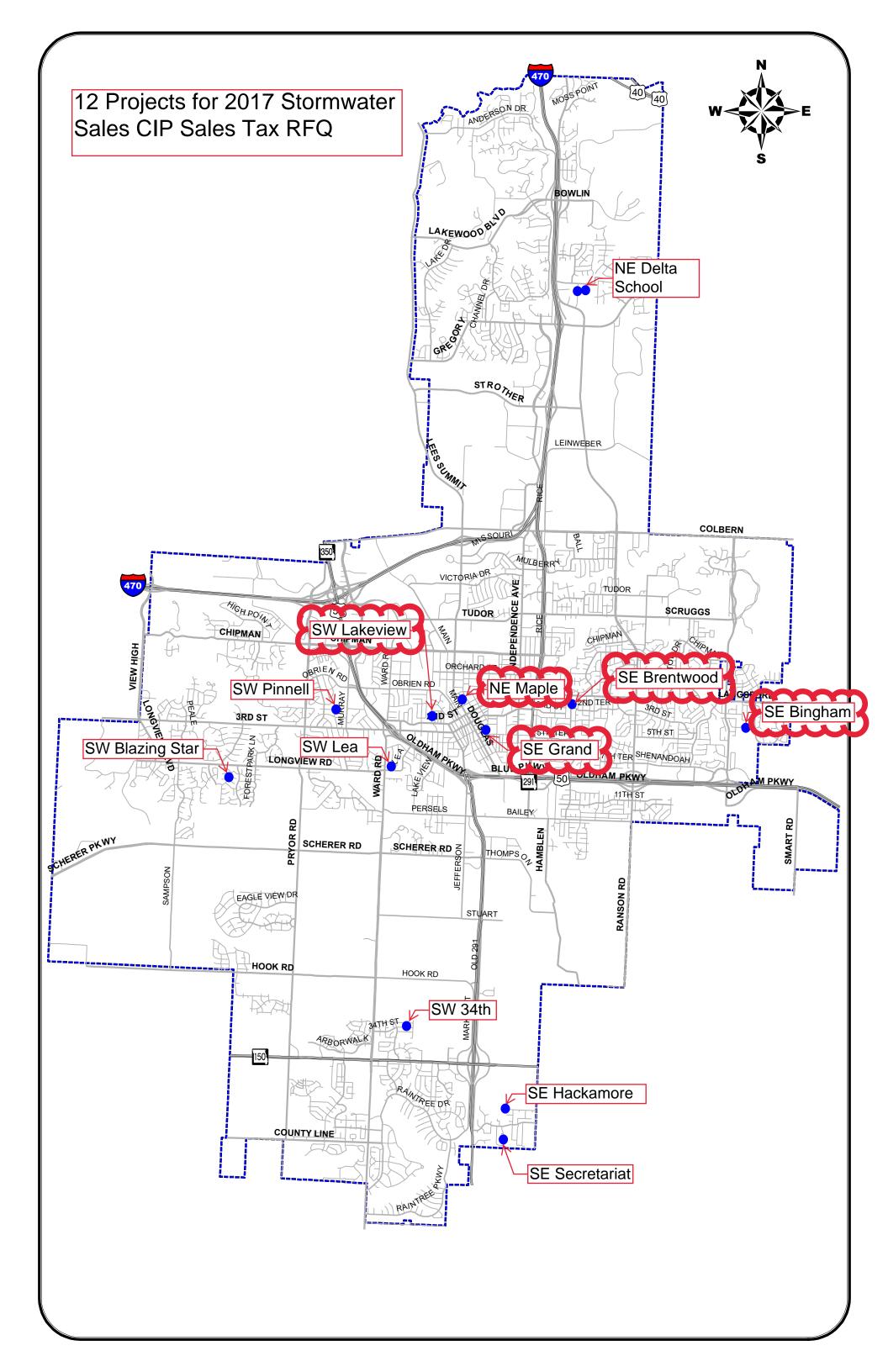
Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$63.00
Technician *	6	\$79.00
Assistant *	7	\$91.00
	8	\$122.00
	9	\$148.00
Staff *	10	\$169.00
	11	\$185.00
Senior	12	\$204.00
	13	\$227.00
Associate	14	\$236.00
	15	\$244.00
	16	\$249.00
	17	\$252.00

# **Unit Cost Rates**

<b>Description</b>	Unit Cost
Flow Meter Installation	\$500.00/each
Rain Gauge Installation	\$300.00/each
Flow Monitoring (minimum 5 meters)	\$60.00/meter-day (90-day base)
	\$65.00/meter-day (60-day base)
Rain Gauge Monitoring	\$12.00/gauge-day

# NOTES:

- 1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
- 2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
- 3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
- 4. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
- 5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
- 6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
- 7. The rates shown above are effective for services through December 31, 2019, and are subject to revision thereafter.





# The City of Lee's Summit

# **Packet Information**

# File #: BILL NO. 19-178, Version: 1

An Ordinance approving the award of bid no. 70234572-C for the Ralph Powell Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of \$462,419.58, and authorizing the City manager to enter into an agreement for the same. (PWC 7/30/19)

# <u>Issue/Request:</u>

An Ordinance approving the award of bid no. 70234572-C for the Ralph Powell Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of \$462,419.58, and authorizing the City manager to enter into an agreement for the same.

# **Key Issues:**

- RPWC Holdings LLC contacted the City with interests in dissolving the Strother Interchange Transportation
  Development District (TDD). The TDD is currently responsible for ownership and maintenance of street lighting
  along Ralph Powell Road.
- The existing street lighting poles, fixtures, and illuminance do not meet City Design Standards and Specifications for Commercial/Industrial Collector Streets.
- The work will be completed within existing Right-of-Way, and installation of street lights and power supply shall be installed within existing features of the roadway.
- The TDD will pay for the replacement of existing lighting to meet City Standards and Specifications and then have no remaining obligations and proceed with dissolution.

### Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance approving the award of bid no. 70234572-C for the Ralph Powell Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of \$462,419.58, and authorizing the City manager to enter into an agreement for the same.

SECOND MOTION: I move for adoption of an Ordinance approving the award of bid no. 70234572-C for the Ralph Powell Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of \$462,419.58, and authorizing the City manager to enter into an agreement for the same.

# Background:

On December 7, 2000, the City Council adopted Ordinance No. 5070, which approved the creation of the Chapel Ridge Tax Incremental Financing Plan. In March 8, 2007 the Strother Road Interchange Transportation Development District (TDD) was established that authorized the use of TIF funds with the purpose of undertaking the design and construction of the public road improvements near the new interchange. Part of these improvements included the installation and maintenance of the streetlights along NE Ralph Powell Road.

Members of the TDD contacted the City and expressed an interest in dissolving the TDD. On March 7, 2018, a cooperative agreement was entered into (Ordinance No. 8329) to provide for the expenditure of TDD Sales Tax Revenue

# File #: BILL NO. 19-178, Version: 1

to fund a streetlight replacement project to be implemented by the City, and the transfer of ownership and maintenance responsibilities for the streetlights and related improvements to be installed in connection with the streetlight replacement project.

Capital Electric Line Builders Inc. was determined to be the lowest and best responsive and responsible bidder. Public Works Engineering Staff reviewed the bid and recommend awarding the contract to Capital Electric Line Builders Inc. in the amount of \$462,419.58.

The bid was submitted to the TDD for review. The TDD supports award of the bid and has made financial deposit in accordance with the agreement.

# Impact/Analysis:

These improvements are expected to bring the fixtures and illuminance up to current City Design Standards.

### Timeline:

Start: August 2019

Finish: December 2019

# Other Information/Unique Characteristics:

Public Works Engineering issued Bid No. 70234572-C for Ralph Powell Streetlight Improvements on June 4, 2019. This was the second bid issued for this project. The first bid was opened on March 14, 2019. There was only one potential bidder that obtained plans and specifications and the resulting bid was 33.01% or \$131,003.63 over the engineer's estimate. The City and members of the TDD decided there was not enough funding available for this expenditure at that time and the bid was rejected. The second bid was advertised and potential bidders were notified through QuestCDN, and 6 electrical contractors with prior experience in Lee's Summit capital projects were contacted by email from City Staff. A pre-bid conference was held on June 18, 2019 and 1 potential bidder attended. Two potential bidders obtained plans and specifications from QuestCDN, and one (1) responsive bid was received by the June 25, 2019 bid opening date. The TDD was informed of the amount for the second bid and it was accepted. The low bid is 16.54% or \$65,629.93 over the engineer's estimate.

Dena Mezger, Director of Public Works

### Staff recommends approval

The Public works Committee voted unanimously 3-0 (Chairman Faith "Absent"), to recommend to City Council approval of an Ordinance approving the award of bid no. 70234572-C for the Ralph Powell Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of \$462,419.58, and authorizing the City manager to enter into an agreement for the same.

# **BILL NO. 19-178**

AN ORDINANCE APPROVING THE AWARD OF BID NO. 70234572-C FOR THE RALPH POWELL STREETLIGHT IMPROVEMENTS TO CAPITAL ELECTRIC LINE BUILDERS INC. IN THE AMOUNT OF \$462,419.58, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, this project would replace street lighting on Ralph Powell Road between Strother Road and Woods Chapel Road in accordance with City of Lee's Summit Design Standards and Specifications; and,

WHEREAS, a cooperative agreement has been entered into (Ordinance No. 8329) to provide for the expenditure of TDD Sales Tax Revenue to fund a streetlight replacement project to be implemented by the City; and,

WHEREAS, the transfer of ownership and maintenance responsibilities for the streetlights and related improvements to be installed in connection with the streetlight replacement project; and

WHEREAS, current Street Lighting poles, fixtures, and illuminance do not meet City Design Standards and Specifications for Commercial/Industrial Collector Streets. The work will be completed within existing Right-of-Way, and installation of street lights and power supply shall be installed within existing features of the roadway.

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

SECTION 1. That award of bid no. 70234572-C by and between the City of Lee's Summit, Missouri and Capital Electric Line Builders Inc., generally for the purpose of constructing the Ralph Powell Streetlight Improvements, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute the same 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.

PASSED by the City Council of the, 2019.	City of Lee's Summit, Missouri, this day of
	Mayor <i>William A. Baird</i>
ATTEST:	
City Clerk Trisha Fowler Arcuri	

# **BILL NO. 19-178**

APPROVED by the Mayor of said city this	day of	, 2019.
	Mayor William A. Baird	
ATTEST:		
City Clerk Trisha Fowler Arcuri		
APPROVED AS TO FORM:		
Chief Council of Infrastructure and Planning Nancy K. Yendes		

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

# ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

Issued and Published Jointly by









AMERICAN COUNCIL OF ENGINEERING COMPANIES
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
AMERICAN SOCIETY OF CIVIL ENGINEERS

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# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between	City of Lee's Summit, Missouri	("Owner") and
Capital Electric I	("Contractor").	
Owner and Contractor hereby agree as follow	vs:	

# **ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Street lighting replacement project on Ralph Powell Road between Strother Road and Woods Chapel Road in accordance with City of Lee's Summit Design Standards and Specifications.

# **ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project: Ralph Powell Road Streetlight Improvements (Strother Road to Woods Chapel Road) Bid No. 70234572-C

# **ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by <u>Owner</u> (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

# **ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time of the Essence
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion and Final Payment
  - A. The Work will be substantially completed within <u>90</u> days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within <u>120</u> days after the date when the Contract Times commence to run.

# 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

# ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:
  - A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

# **UNIT PRICE WORK**

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
MOBILIZATION	LS	1	\$38,000.00	\$38,000.00
DEMOLITION AND REMOVAL	LS	1	\$20,830.00	\$20,830.00
TEMPORARY TRAFFIC CONTROL	LS	1	\$12,975.00	\$12,975.00
WASTE (HAUL OFF)	CY	28	\$130.00	\$3,900.00
BORROW MATERIAL (CONTRACTOR FURNISHED)	CY	28	\$140.00	\$4,200.00
UNCLASSIFIED EXCAVATION	CY	28	\$140.00	\$4,200.00
PAVERS	SY	4	\$216.00	\$17,280.00
SOD	SY	80	\$410.00	\$3,280.00

POLES, STREET LIGHTS (TYPE P40D)	EA	36	\$1,956.00	\$70,416.00
BASES, SCREW IN FOUNDATION (TYPE B40)	EA	36	\$1,900.00	\$68,400.00
BRACKET ARMS (10 FT)	EA	72	\$325.00	\$23,400.00
LUMINAIRES, (160 W LED)	EA	72	\$460.00	\$33,120.00
POWER SUPPLY ASSEMBLY	EA	2	\$5,185.00	\$10,370.00
BASES, POWER ASSEMBLY	EA	2	\$2,055.00	\$4,110.00
JUNCTION BOX, TYPE 2	EA	2	\$750.00	\$1,500.00
PULL BOX, CLASS 1	EA	2	\$1,250.00	\$2,500.00
CABLE, 3C#4 AWG	LF	5723	\$5.89	\$33,708.47
CABLE, 2C#10 AWG (POLE AND BRACKET)	LF	3478	\$1.70	\$5,912.60
CONDUIT, 2" HDPE	LF	5723	\$16.37	\$93,685.51
CONDUIT, 3" SCHEDULE 40 PVC	LF	220	\$17.40	\$3,828.00
BREAK-AWAY CONNECTORS, FUSED	EA	72	\$63.00	\$4,536.00
BREAK-AWAY CONNECTORS, NON-FUSED	EA	36	\$63.00	\$2,268.00
Total of all Bid Prices (Unit Price V		\$462,419.58		

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

# ARTICLE 6 – PAYMENT PROCEDURES

# 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer Owner as provided in the General Conditions.

# 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. <u>95</u> percent of Work completed (with the balance being retainage); and. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. <u>95</u> percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to <u>95</u> percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less <u>150</u> percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

# 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

# **ARTICLE 7 – INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate <u>as specified by Missouri State Statute</u>, RSMo 34-057.of \_\_\_\_\_\_ percent per annum.

# ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

# **ARTICLE 9 – CONTRACT DOCUMENTS**

# 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to \_9\_, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 66, inclusive).
  - 5. Supplementary Conditions (pages <u>1</u> to <u>5</u>, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.

- 7. Drawings consisting of <u>17</u> sheets with each sheet bearing the following general title: <u>Ralph Powell Streetlight Improvements</u> [or] the Drawings listed on attached sheet index.
- 8. Exhibits to this Agreement (enumerated as follows):
  - a. Documentation submitted by Contractor prior to Notice of Award (pages  $\underline{1}$  to  $\underline{27}$ , inclusive).
- 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 1 to 1, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

# **ARTICLE 10 – MISCELLANEOUS**

## 10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

# 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), 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 the Contract Documents.

# 10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

# 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

# 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 10.06 Other Provisions

A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on (which is t	the Effective Date of the Agreement).
OWNER:	CONTRACTOR
City of Lee's Summit, Missouri	
By:	By:
Title: City Manager	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Approved as to Form:	Attest:
Title: Assistant City Attorney	Title:
Address for giving notices:	Address for giving notices:
220 SE Green Street	
Lee's Summit, MO 64063	
	License No.:
(If Owner is a corporation, attach evidence	(Where applicable)
of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	Agent for service of process:

Ralph Powell Streetlighting Improvements (#6388649) Owner: Lee's Summit MO, City of

Owner: Lee's Summit MO, City of Solicitor: Lee's Summit MO, City of 06/25/2019 09:00 AM CDT

					Engineer Es	timate	Capital Electric	ine Builders, Inc.
Section Title Line It	em Item Co	de Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Ralph Powell Streetlig	ght Improvem	nents				\$396,789.65		\$462,419.58
	1	1 MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$38,000.00	\$38,000.00
	2	2 DEMOLITION AND REMOVAL	LS	1	\$30,000.00	\$30,000.00	\$20,830.00	\$20,830.00
	3	3 TEMPORARY TRAFFIC CONTROL	LS	1	\$20,000.00	\$20,000.00	\$12,975.00	\$12,975.00
	4	4 WASTE (HAUL OFF)	CY	30	\$25.00	\$750.00	\$130.00	\$3,900.00
	5	5 BORROW MATERIAL (CONTRACTOR FURNISHED)	CY	30	\$20.00	\$600.00	\$140.00	\$4,200.00
	6	6 UNCLASSIFIED EXCAVATION	CY	30	\$35.00	\$1,050.00	\$140.00	\$4,200.00
	7	7 PAVERS	SY	80	\$100.00	\$8,000.00	\$216.00	\$17,280.00
	8	8 SOD	SY	8	\$7.00	\$56.00	\$410.00	\$3,280.00
	9	9 POLES, STREET LIGHTS (TYPE P40D)	EA	36	\$1,855.00	\$66,780.00	\$1,956.00	\$70,416.00
	10	10 BASES, CONCRETE FOUNDATION (TYPE P40D)	EA	36	\$1,500.00	\$54,000.00	\$1,900.00	\$68,400.00
	11	11 BRACKET ARMS (6 FT)	EA	72	\$335.00	\$24,120.00	\$325.00	\$23,400.00
	12	12 LUMINAIRES, (160 W LED)	EA	72	\$590.00	\$42,480.00	\$460.00	\$33,120.00
	13	13 POWER SUPPLY ASSEMBLY	EA	2	\$4,200.00	\$8,400.00	\$5,185.00	\$10,370.00
	14	14 BASES, POWER ASSEMBLY	EA	2	\$2,450.00	\$4,900.00	\$2,055.00	\$4,110.00
	15	15 JUNCTION BOX, TYPE 2	EA	2	\$640.00	\$1,280.00	\$750.00	\$1,500.00
	16	16 PULL BOX, CLASS 1	EA	2	\$1,200.00	\$2,400.00	\$1,250.00	\$2,500.00
	17	17 CABLE, 3C#4 AWG	LF	5723	\$5.25	\$30,045.75	\$5.89	\$33,708.47
	18	18 CABLE, 2C#10 AWG (POLE AND BRACKET)	LF	3478	\$1.80	\$6,260.40	\$1.70	\$5,912.60
	19	19 CONDUIT, 2" HDPE	LF	5723	\$10.50	\$60,091.50	\$16.37	\$93,685.51
	20	20 CONDUIT, 3" SCHEDULE 40 PVC	LF	220	\$16.00	\$3,520.00	\$17.40	\$3,828.00
	21	21 BREAK-AWAY CONNECTORS, FUSED	EA	72	\$66.00	\$4,752.00	\$63.00	\$4,536.00
	22	22 BREAK-AWAY CONNECTORS, NON-FUSED	EA	36	\$64.00	\$2,304.00	\$63.00	\$2,268.00
Base Bid Total:						\$396,789.65		\$462,419.58

# STROTHER INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT

# RESOLUTION APPROVING BID FOR STREETLIGHT REPLACEMENT PROJECT; APPROVING AMENDED BUDGET; AND AUTHORIZING FURTHER ACTIONS RELATED THERETO

# Adopted July 11, 2019

WHEREAS, the Strother Interchange Transportation Development District ("District") was declared organized by the Circuit Court of Jackson County, MO, on January 21, 2000, pursuant to the Missouri Transportation Development District Act ("Act"), Sections 238.200 to 238.275, RSMo, as amended; and

WHEREAS, by its Resolution No. 2017-06 dated December 18, 2017, the District approved the Amendment to First Amended and Restated Cooperative Agreement ("Amendment to Cooperative Agreement") among the District, the City of Lee's Summit, Missouri ("City"), the I-470 Community Improvement District, and RPWC Holdings, LLC, Missouri limited liability company, which fully executed amendment is dated March 7, 2018, and copy of which was recorded along with Ordinance No. 8329 as Instrument Number 2018E0023518; and

WHEREAS, pursuant to the Amendment to Cooperative Agreement, (1) the City, in cooperation with the District, agreed to undertake a project to replace and upgrade the streetlights along Ralph Powell Road ("Project") in accordance with the City's standard policies and policies for bidding, contracting and construction of public improvements, and (2) the District agreed to pay for the Project, subject to the District's prior approval of Project costs; and

WHEREAS, the City twice solicited bids for the Project and each time received a single bid from Capital Electric. Upon the recommendation of the City, the District desires to approve the current bid from Capital Electric in accordance with the bid tab attached hereto as Exhibit A; and

WHEREAS, the District approved a budget for the fiscal year ending December 31, 2019 by Resolution No. 2018-01 dated December 17, 2018. The current bid from Capital Electric exceeds the amount budgeted for the Project and the District desires to amend the budget as shown in the Amended Budget attached hereto as Exhibit B to appropriate additional funds for the Project; and

THEREFORE, BE IT RESOLVED, that the Board of Directors of the District approves the bid from Capital Electric as shown in the bid tab attached hereto as Exhibit A. The Chairman and Executive Director are authorized and directed to cooperate with the City to implement the Project in accordance with this Resolution and the Amendment to Cooperative Agreement and to execute and deliver such documents as they, upon the advice of counsel, may deem necessary or desirable to facilitate construction of the Project and the execution and delivery of any such document shall be conclusive evidence of such officer's approval thereof; and

RESOLVED FURTHER, that the Amended Budget attached hereto as <u>Exhibit B</u> is approved. Pursuant to the Amendment to Cooperative Agreement, the District is authorized to pay for the Project, which Project costs include the approved bid amount plus other estimated costs related to the Project, less \$25,000 previously paid by the District to the City for the Project; and

RESOLVED FURTHER, that the Chairman and Executive Director are authorized and directed to take such other further actions as may be deemed necessary or desirable to cooperate with the City and to carry out of the intent of this Resolution and the Amendment to Cooperative Agreement in order to facilitate construction of the Project.

Michael D. Atcheson, Chairman

ATTEST:

Robin McCormick, Secretary

Exhibit A

Bid Tab

Ralph Powell Streetlighting Improvements (#6388649) Owner: Lee's Summit MO, City of Solicitor: Lee's Summit MO, City of 06/25/2019 09:00 AM CDT

Continue This is to be				Engineer Es	timate	Capital Electric	Line Builders, Inc.
Section Title Line Item It		UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Ralph Powell Streetlight Imp					\$396,789.65		\$462,419.58
1	I MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$38,000.00	\$38,000.00
2	2 DEMOLITION AND REMOVAL	LS	1	\$30,000.00	\$30,000.00	520,830.00	\$20,830.00
3	3 TEMPORARY TRAFFIC CONTROL	LS	1	\$20,000.00	\$20,000.00	\$12,975.00	\$12,975,00
4	4 WASTE (HAUL OFF)	CY	30	\$25.00	\$750.00	5130.00	\$3,900.00
5	5 BORROW MATERIAL (CONTRACTOR FURNISHED)	CY	30	\$20.00	\$600.00	\$140.00	\$4,200.00
6	6 UNCLASSIFIED EXCAVATION	CY	30	\$35.00	\$1,050.00	\$140.00	\$4,200.00
7	7 PAVERS	SY	80	\$100.00	\$8,000.00	\$216.00	\$17,280.00
8	8 5OD	SY	8	\$7.00	\$56.00	\$410.00	\$3,280.00
9	9 POLES, STREET LIGHTS (TYPE P40D)	EA	36	\$1,855.00	\$66,780.00	\$1,956.00	\$70,416.00
10	10 BASES, CONCRETE FOUNDATION (TYPE P40D)	ξA	36	\$1,500.00	\$54,000.00	\$1,900.00	\$68,400.00
11	11 BRACKET ARMS (6 FT)	EA	72	\$335.00	\$24,120.00	\$325.00	\$23,400.00
12	12 LUMINAIRES, (160 W LED)	EA	72	\$590.00	\$42,480.00	\$460.00	\$33,120.00
13	13 POWER SUPPLY ASSEMBLY	EΑ	2	\$4,200.00	\$8,400.00	\$5,185.00	\$10,370.00
14	14 BASES, POWER ASSEMBLY	ÉΑ	2	\$2,450.00	\$4,900.00	\$2,055.00	\$4,110.00
15	15 JUNCTION BOX, TYPE 2	EA	2	\$640.00	\$1,280.00	\$750.00	\$1,500.00
16	16 PULL BOX, CLASS 1	EA	2	\$1,200.00	\$2,400.00	\$1,250.00	\$2,500.00
17	17 CABLE, 3C#4 AWG	LF	5723	\$5.25	\$30,045.75	\$5.89	\$33,708.47
18	18 CABLE, 2C#10 AWG (POLE AND BRACKET)	ĻF	3478	\$1.80	\$6,260.40	\$1.70	\$5,912.60
19	19 CONDUIT, 2" HDPE	LF	5723	\$10.50	\$60,091.50	\$16.37	\$93,685.51
20	20 CONDUIT, 3" SCHEDULE 40 PVC	LF	220	\$16.00	\$3,520.00	\$17.40	\$3,828.00
21	21 BREAK-AWAY CONNECTORS, FUSED	EA	72	\$66.00	\$4,752.00	\$63.00	\$4,536.00
22	22 BREAK-AWAY CONNECTORS, NON-FUSED	ĒΑ	36	\$64,00	\$2,304.00	\$63.00	\$2,268.00
Base Bid Total:					\$396,789.65	400.00	\$462,419.58

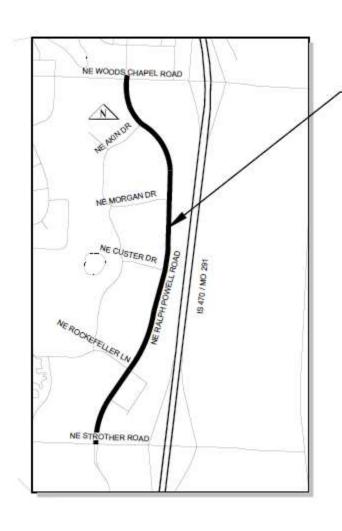
# Exhibit B

# **Amended Budget**

# The Strother Interchange Transportation Development District Amended Budget Year Ending December 31, 2019

# Funds Avaliable and Revenues to Pay Expenditures

	BUD Operating	GET Debt Service	AMENDED Operating	BUDGET Debt Service
Funds Available	<u>Fund</u>	<u>Fund</u>	Fund	Fund
Beginning of year balance	\$428,242	\$0	\$428,242	\$0
Revenues				
Sales Tax (0.5%)	\$270,000		\$270,000	
PILOTS/EATS (Chapel Ridge TIF)	\$0	\$0	\$0	\$0
Interest Income	\$400	\$0	\$400	φυ \$0
Fund Transfers	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$270,400	\$0	\$270,400	\$0
Expenditures				
Debt Service Payments - Principal		\$0		\$0
- Interest		\$0		\$0 \$0
Fund Transfers Administrative -	\$0		\$0	
Legal Fees	\$15,000		\$15,000	
Accounting/Audit	\$8,000		\$8,000	
Insurance	\$6,000		\$6,000	
Grounds Maintenance	\$14,742		\$14,742	
Utilities	\$3,000		\$3,000	
Miscellaneous Operating Expenses	\$5,000	\$0	\$5,000	\$0
Replacement of Street Lights	_\$375,000		\$475,000	
TOTAL EXPENDITURES	\$426,742	\$0	\$526,742	\$0
EXCESS OF REVENUES OVER EXPENDITURES	(\$156,342)	\$0	(\$256,342)	\$0
End of Year Balance	\$271,900	\$0_	\$171,900	\$0



PROJECT LOCATION
NE RALPH POWELL ROAD





# The City of Lee's Summit

# **Packet Information**

# File #: BILL NO. 19-179, Version: 1

An Ordinance accepting final plat entitled The Reserve at Stoney Creek, 3rd Plat, Lots 60-110, and Tracts L thru N, as a subdivision to the City of Lee's Summit, Missouri.

# **Proposed City Council Motion:**

I move for a second reading of an Ordinance accepting final plat entitled The Reserve at Stoney Creek, 3rd Plat, Lots 60-110, and Tracts L thru N, as a subdivision to the City of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director of Plan Services Jennifer Thompson, Senior Planner

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED THE RESERVE AT STONEY CREEK,  $3^{\text{RD}}$  PLAT, LOTS 60—110, AND TRACTS L THRU N, AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT. MISSOURI.

WHEREAS, Application PL2017-183, submitted by Engineering Solutions, LLC, requesting approval of the final plat entitled "The Reserve at Stoney Creek, 3<sup>rd</sup> Plat, Lots 60-110, and Tracts L thru N", was referred to the Planning Commission as required by Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; and,

WHEREAS, the Planning Commission considered the final plat on October 24, 2017, and rendered a report to the City Council recommending that the plat be approved.

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

SECTION 1. That the final plat entitled "The Reserve at Stoney Creek, 3<sup>rd</sup> Plat, Lots 60-110, and Tracts L thru N" is a subdivision in the Southwest One-Quarter of Section 36, Township 47N, Range 32W, in Lee's Summit, Missouri more particularly described as follows:

# **DESCRIPTION:**

# THE RESERVE AT STONEY CREEK -3RD PLAT BOUNDARY DESCRIPTION

ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 32 WEST, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 17, MANOR AT STONEY CREEK 1ST PLAT, A SUBDIVISION AS RECORDED IN THE OFFICE OF THE RECORDER, JACKSON COUNTY, MISSOURI; THENCE SOUTH 87° 46' 58" EAST, ALONG THE NORTH LINE OF SAID LOT 17, A DISTANCE OF 179.98 FEET; THENCE SOUTH 02° 13' 02" WEST, A DISTANCE OF 11.37 FEET; THENCE SOUTH 87° 58' 58" EAST, A DISTANCE OF 617.78 FEET; THENCE SOUTH 87° 26' 13" EAST, A DISTANCE OF 60.59 FEET; THENCE SOUTH 88° 00' 07" EAST, A DISTANCE OF 493.72 FEET; THENCE NORTH 01° 59' 53" EAST, A DISTANCE OF 82.86 FEET; THENCE NORTH 02° 39' 59" WEST, A DISTANCE OF 83.99 FEET; THENCE NORTH 14° 04' 47" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 75° 55' 13" EAST, A DISTANCE OF 14.21 FEET; THENCE NORTH 14° 04' 47" WEST, A DISTANCE OF 111.57 FEET; THENCE NORTH 2°19'17" EAST, A DISTANCE OF 8.79 FEET; THENCE SOUTH 75° 55' 13" WEST, A DISTANCE OF 136.76 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE HAVING A RADIUS OF 155.00 FEET, AN ARC DISTANCE OF 43.49 FEET; THENCE NORTH 88° 00' 07" WEST, A DISTANCE OF 281.41 FEET; THENCE NORTH 2° 01' 02" EAST, A DISTANCE OF 30.15 FEET; THENCE NORTH 87° 58' 58" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 87° 03' 53" WEST, A DISTANCE OF 331.36 FEET; THENCE NORTH 68° 05' 42" WEST, A DISTANCE OF 494.84 FEET; THENCE NORTH 2° 13' 02" EAST, A DISTANCE OF 156.77 FEET; THENCE NORTH 87° 56' 42" WEST, A DISTANCE OF 329.41 FEET; THENCE SOUTH 2° 12' 51" WEST, A DISTANCE OF 103.27 FEET; THENCE NORTH 87° 54' 29" WEST, A DISTANCE OF 583.98 FEET; THENCE SOUTH 2° 05' 39" WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 1° 15' 28" EAST, A DISTANCE OF 50.09 FEET; THENCE SOUTH 2° 05' 39" WEST, A DISTANCE OF 135.00 FEET; THENCE NORTH 87° 54' 21" WEST, A DISTANCE OF 59.77 FEET; THENCE SOUTH 2° 05' 39" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 87°54' 21" EAST, A DISTANCE OF 129.78 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.58; THENCE SOUTH 87° 54' 16" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 02° 05' 30" EAST, A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE SOUTH 87° 54' 21" EAST, A DISTANCE OF 259.59 FEET;

# **BILL NO. 19-179**

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE SOUTH 87° 54' 16" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 02° 05' 30" EAST, A RADIUS OF 15.00 FEET, AN ARC DISTANCE 23.56 FEET; THENCE SOUTH 87° 54' 21" EAST, A DISTANCE OF 85.42 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 475.00 FEET, A DISTANCE OF 159.06 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE HAVING A RADIUS 15.00 FEET, A DISTANCE OF 20.36 FEET; THENCE SOUTH 60° 13' 29" EAST, A DISTANCE OF 54.69 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 2° 12' 45" EAST, A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 27.58 FEET; THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 102.67 FEET; THENCE SOUTH 02° 11' 23" WEST, A DISTANCE OF 109.15 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED TRACT CONTAINS 833,910.93 SQUARE FEET (19.14 ACRES) MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS AND RIGHT OF WAYS, RECORDED OR UNRECORDED IF ANY.

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 "The Reserve at Stoney Creek, 3<sup>rd</sup> Plat, Lots 60-110, and Tracts L thru N".

SECTION 3. That the roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares shall be dedicated as depicted on the plat. The City Council hereby authorizes the Director of Development Services, on behalf of the City of Lee's Summit, Missouri, to accept the land or easements dedicated to the City of Lee's Summit for public use and shown on the accompanying plat, upon the subdivider filing and recording a final plat in accordance with Article 7, Subdivisions, Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; which plat shall conform to the accompanying plat, and hereby authorizes acceptance of the public improvements required by this ordinance and Article 7 of the UDO of the City, upon the Director of Public Works certifying to the Director of Development Services and the City Clerk that the public improvements have been constructed in accordance with City standards and specifications.

SECTION 4. That the approval granted by this ordinance is done under the authority of Section 89.410.2 of the Revised Statutes of Missouri and Section 7.340 of the UDO because all subdivision-related public improvements required by the UDO have not yet been completed. In lieu of the completion and installation of the subdivision-related public improvements prior to the approval of the plat, the Proprietor has, in accordance with Section 7.340 of the UDO, deposited an **irrevocable Standby Letter of Credit** 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

# **BILL NO. 19-179**

City Attorney Brian W. Head

use on this plat. Grantor, on behalf of himself, his heirs, his assigns and successors in interest, shall waive, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), any right to request restoration of rights previously transferred and vacation of any easement granted by this plat.

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

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

SECTION 8. That the 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 "The Reserve at Stoney Creek, 3<sup>rd</sup> Plat, Lots 60-110, and Tracts L thru N", attached hereto and incorporated herein by reference.

SECTION 10. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

, 2019.		
ATTEST:	Mayor William A. Baird	
City Clerk <i>Trisha Fowler Arcuri</i>		
APPROVED by the Mayor of said city	this day of, 2019.	
ATTEST:	Mayor <i>William A. Baird</i>	
City Clerk Trisha Fowler Arcuri		
APPROVED AS TO FORM:		

# City of Lee's Summit

# **Development Services Department**

October 20, 2017

TO: Planning Commission

CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services

PREPARED BY: Jennifer Thompson, Planner

RE: Appl. #PL2017-183 – FINAL PLAT – The Reserve at Stoney Creek, 3<sup>rd</sup>

Plat, Lots 60-110 & Tracts L thru N, Engineering Solutions, LLC,

applicant

# Commentary

This final plat application is for *The Reserve at Stoney Creek, 3<sup>rd</sup> Plat, Lots 60-110 & Tracts L thru N,* located on the north side of SW County Line Rd., east of SW Pryor Rd. The proposed final plat consists of 51 lots and 3 tracts on 19.14 acres. The proposed final plat is substantially consistent with the approved preliminary plat.

- 51 lots and 3 common area tracts on 19.14 acres
- 2.66 units/acre, including common area
- 3.12 units/acre, excluding common area

# **Subdivision-Related Public Improvements**

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

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

# Recommendation

Staff recommends APPROVAL of the final plat.

# **Project Information**

Proposed Use: single-family subdivision

**Number of Lots:** 51 lots **Land Area:** 19.14 acres

**Density:** 2.66 units/acre; 3.12 units/acre, excluding common area **Location:** north side of SW County Line Rd., east of SW Pryor Rd.

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

Surrounding zoning and use:

**North:** AG (Agricultural)-single family residence; R-1 (Single-Family Residential District)-The Reserve at Stoney Creek, 1<sup>st</sup> and 2<sup>nd</sup> Plats

**South:** R-1 (Single-Family Residential District)-future phase of *The Manor at Stoney Creek* 2<sup>nd</sup> Plat and The Manor at Stoney Creek subdivision

East: R-1 (Single-Family Residential District)-The Manor at Stoney Creek subdivision

West: R-1 (Single-Family Residential District)-future phase of *The Reserve at Stoney Creek* subdivision

# **Unified Development Ordinance**

Applicable Section(s)	Description
16.140, 16.150	Final Plats

# **Background**

- August 12, 1986 The City Council approved a rezoning (Appl. #1986-034) from A to R-1 for approximately 150 acres west of Ward Road by Ordinance No. 2845.
- September 24, 2002 The Planning Commission approved a preliminary plat for Stoney Creek and Parkwood at Stoney Creek containing 383 lots on 142 acres (Appl. #2002-136).
   The preliminary plat showed 15 phases, 5 of which had already been platted by that time. A condition of approval was that Stoney Creek Drive must be extended to connect to County Line Road in Phase 10.
- October 17, 2002 The City Council approved a rezoning (Appl. #2002-135) from AG to R-1 for 70 acres in Stoney Creek and Parkwood at Stoney Creek by Ordinance No. 5411.
- 1997 thru 2012 Preliminary and final plats were approved for Stoney Creek Estates Plats 1-6 and Parkwood at Stoney Creek, Plats 1-5.
- August 28, 2012 The Planning Commission approved a revised preliminary plat (Appl. #PL2012-091) for the remainder of Stoney Creek Estates and Parkwood at Stoney Creek, Lots 239-414.
- May 20, 2013 The City Council approved the Escrow Agreement between the City and Stoney Creek Development, LLC to collect funds on a per lot basis for any future plat after Parkwood at Stoney Creek, 5<sup>th</sup> Plat to fund the construction of a portion of Stoney Creek Drive, by Ordinance No. 7325.
- January 8, 2014 The Escrow Agreement with the City for the Stoney Creek subdivision was reassigned from Stoney Creek Development, LLC, to Griffin Riley Investments, LLC.
- January 23, 2014 The City Council approved the final plat (Appl. #PL2013-054) for Parkwood at Stoney Creek, 6<sup>th</sup> Plat, by Ordinance No. 7420. The City Council also approved the vacation of right-of-way (Appl. #PL2013-082) for the temporary cul-de-sac on Whistle Drive (Parkwood at Stoney Creek, 5<sup>th</sup> Plat) by Ordinance No. 7421.
- March 25, 2014 The City Council approved the final plat (Appl. #PL2013-147) for Stoney Creek Estates, 7<sup>th</sup> Plat (now referred to as The Manor at Stoney Creek, 1<sup>st</sup> Plat), by Ordinance No. 7540.
- December 3, 2015 The City Council approved the final plat (Appl. #PL2014-098) for The Reserve at Stoney Creek, 1st Plat, Lots 1-53 & Tract J, by Ordinance No.7758.

- August 4, 2016 The City Council approved the final plat (Appl. #PL2015-135) for The Reserve at Stoney Creek, 2<sup>nd</sup> Plat, Lots 54-59 & Tract K, by Ordinance No.7929.
- October 11, 2016 The Planning Commission recommended approval of the final plat (Appl. #PL2016-104) for The Manor at Stoney Creek, 2<sup>nd</sup> Plat, Lots 42-81 & Tracts N-P.

# Code and Ordinance Requirements to be met Following Approval

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

# Engineering

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

# **Planning**

- 7. No final plat shall be recorded by the developer until the Director of Planning and Special Projects and the City Attorney have reviewed and approved the declaration of covenants and restrictions pertaining to common property as prepared in accordance with Section 5.330 of the UDO, and until the Director has received certification from the Missouri Secretary of State verifying the existence and good standing of the property owners' association required by Section 5.340 of the UDO. In addition, the approved Declaration of Covenants, Conditions and Restrictions shall be recorded prior to the recording of the final plat.
- 8. A final plat shall be approved and recorded prior to any building permits being issued. All subdivision-related public improvements must be complete prior to approval of the final plat by the City Council unless security is provided in the manner set forth in UDO Section 16.340.

- 9. Each respective Lot shall be addressed.
- 10. Within the Mayor and City Council certification paragraph the plat title shall be revised to reflect the correct plat name.

# Attachments:

- Final Plat, date stamped October 3, 2017
   Location Map

# **DEDICATION:** THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. SAID SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOW AS THE RESERVE AT STONEY CREEK 3rd PLAT - LOTS 60 - 110 & TRACT L thru N AN EASEMENT OR LICENSE IS HEREBY GRANTED TO CITY OF LEE'S SUMMIT, MISSOURI TO LOCATE, CONSTRUCT, AND MAINTAIN, OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF POLES, WIRES, ANCHORS, CONDUITS, AND/OR STRUCTURES FOR WATER, GAS, SANITARY SEWER, STORM SEWER, SURFACE DRAINAGE CHANNEL, ELECTRICITY, TELEPHONE, CABLE TELEVISION, OR ANY OTHER NECESSARY PUBLIC UTILITY OR SERVICES. ANY OR ALL OF THEM, UPON, OVER, OR UNDER THOSE AREAS OUTLINED OR THIS PLAT. GRANTOR, ON BEHALF OF HIMSELF, HIS HEIRS, HIS ASSIGNS AND SUCCESSORS IN INTEREST, HEREBY WAIVES, TO THE

FULLEST EXTENT ALLOWED BY LAW, INCLUDING, WITHOUT LIMITATION, SECTION 527.1888 RSMo. (2006), ANY RIGHT TO REQUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENT HEREIN GRANTED.

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION

THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT OF WAY LINE.

STREETS: THE STREETS AND/OR THOROUGHFARES SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO

MASTER DRAINAGE PLAN

INDIVIDUAL LOT OWNER(S) SHALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW PATHS ON THE LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN, UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.

SIDEWALKS SIDEWALKS ALONG THE SOUTH SIDES OF OF TRACT M AND N SHALL BE CONSTRUCTED BY THE DEVELOPER

TRACT L, M AND N IS COMMON AREA TO BE OWNED AND MAINTAINED BY STONEY CREEK ESTATES HOME OWNERS ASSOCIATION, INC. AREA L IS TO BE USED FOR DETENTION AND BMP FACILITIES AND M AND N ARE TO BE USED FOR LANDSCAPING.

IN TESTIMONY WHEREOF:

CMH PARKS, INC, A TENNESSEE CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS \_\_\_\_\_ DAY OF

CMH PARKS, INC., A TENNESSEE CORPORATION.

FREDERICK J. DELIBERO. MEMBER

**NOTARY CERTIFICATION:** 

, 2017, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED FREDERICK J. DELIBERO, TO ME PERSONALLY KNOWN AND WHO BEING BY ME DULY SWORN BY ME DID SAY THAT HE IS A MEMBER OF CMH PARKS, INC, A TENNESSEE CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY AND AS THE FREE ACT AND DEED OF SAID COMPANY.

**NOTARY PUBLIC** 

IN WITNESS THEREOF:

SEAL THE DATE LAST WRITTEN ABOVE.

I HAVE HEREUNTO SET MY HAND AND AFFIXED MY

MY COMMISSION EXPIRES:

THE RESERVE AT STONEY CREEK -3RD PLAT BOUNDARY DESCRIPTION

ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 32 WEST, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 17, MANOR AT STONEY CREEK 1ST PLAT, A SUBDIVISION AS RECORDED IN THE OFFICE OF THI RECORDER, JACKSON COUNTY, MISSOURI; THENCE SOUTH 87° 46' 58" EAST, ALONG THE NORTH LINE OF SAID LOT 17, A DISTANCE OF 179.47 FEET; THENCE SOUTH 02° 13' 02" WEST, A DISTANCE OF 11.37 FEET; THENCE SOUTH 87° 58' 58" EAST, A DISTANCE OF 617.78 FEET; THENCE SOUTH 87° 26' 13" EAST, A DISTANCE OF 60.60 FEET; THENCE SOUTH 88° 00' 07" EAST, A DISTANCE OF 493.72 FEET; THENCE NORTH 01° 59' 53" EAST, A DISTANCE OF 82.86 FEET; THENCE NORTH 02° 39' 59" WEST, A DISTANCE OF 83.99 FEET; THENCE NORTH 14° 04' 47" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 75° 55' 13" EAST, A DISTANCE OF 14.21 FEET; THENCE NORTH 14° 04' 47" WEST, A DISTANCE OF 111.57 FEET; DESIGNATED UPON THIS PLAT AS "UTILITY EASEMENTS" (U.E.) OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO PUBLIC USE ON THENCE SOUTH 75° 55' 13" WEST, A DISTANCE OF 136.76 FEET; THENCE NORTH 88° 00' 07" WEST, A DISTANCE OF 281.41 FEET; THENCE NORTH 02° 01' 02" EAST, A DISTANCE OF 30.15 FEET; THENCE NORTH 87° 58' 58" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 87° 03' 53" WEST, A DISTANCE OF 331.36 FEET; THENCE NORTH 68° 05' 42" WEST, A DISTANCE OF 494.84 FEET; THENCE NORTH 02° 13' 02" EAST, A DISTANCE OF 156.77 FEET; THENCE NORTH 87° 56' 42" WEST, A DISTANCE OF 329.41 FEET; THENCE SOUTH 02° 12' 45" WEST, A DISTANCE OF 103.27 FEET; THENCE NORTH 87° 54' 29" WEST, A DISTANCE OF 583.98 FEET; THENCE SOUTH 02° 05' 39" WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 01° 15' 28" EAST, A DISTANCE OF 50.09 FEET; THENCE SOUTH 02° 05' 39" WEST, A DISTANCE OF 135.00 FEET; THENCE NORTH 87° 54' 21" WEST. A DISTANCE OF 59.77 FEET; THENCE SOUTH 02° 04' 35" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 87°54' 21" EAST, A DISTANCE OF 129.90 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE HAVING A RADIUS OF 15.01 FEET, AN ARC DISTANCE OF 23.57; THENCE SOUTH 87° 54' 16" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 02° 11' 20" EAST, A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE SOUTH 87° 54' 21" EAST, A DISTANCE OF 259.57 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE SOUTH 87° 54' 16" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 02° 05' 30" EAST, A RADIUS OF 15.00 FEET, AN ARC DISTANCE 23.56 FEET; THENCE SOUTH 87° 54′ 21″ EAST, A DISTANCE OF 85.43 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 474.91 FEET, A DISTANCE OF 159.04 FEET; THENCE ALONG A CURVE TO THE RIGHT, A RADIUS 15.39 FEET, A DISTANCE OF 23.77 FEET; THENCE SOUTH 68° 44' 14" EAST, A DISTANCE OF 52.40 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 21° 17' 41" EAST, A RADIUS OF 15.02 FEET, AN ARC DISTANCE OF 22.58 FEET; THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 102.84 FEET; THENCE SOUTH 02° 12' 45" WEST, A DISTANCE OF 109.22 FEET TO THE POINT OF BEGINNING

> THE ABOVE DESCRIBED TRACT CONTAINS 833,910.93 SQUARE FEET (19.14 ACRES) MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS AND RIGHT OF WAYS, RECORDED OR UNRECORDED IF ANY

# **SURVEY AND PLAT NOTES:**

1. THE FOLLOWING STANDARD MONUMENTS WILL BE SET:

a) SEMI-PERMANENT MONUMENTS: SET 1/2" IRON BAR WITH PLASTIC CAP MARKED "ENGR 8319" AT ALL REAR LOT CORNERS AND

CURBS ARE NOTCHED AT THE PROJECTION OF SIDE LOT LINES. b) PERMANENT MONUMENTS:

SET 5/8" IRON BAR WITH ALUMINUM CAP MARKED "ENGR 8319" AT PLAT BOUNDARY CORNERS.

2. THIS PROPERTY IS CLASSIFIED SUBURBAN PROPERTY ( 4 CSR 30-17.0020)

3. BEARINGS AND COORDINATES ARE BASED ON KANSAS CITY METRO MONUMENT CA-08 OF THE MISSOURI STATE COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE, 2003 ADJUSTMENT USING A GRID FACTOR OF 0.9998997. COORDINATES DETERMINED BY GPS METHODS.

4. NO OIL OR GAS WELLS ARE KNOWN TO EXIST ON THIS PROPERTY, PER THE "ENVIRONMENTAL IMPACT STUDY OF ABANDONED OIL AND GAS WELLS IN LEE'S SUMMIT, MISSOURI". BY EDWARD ALTON, JR., P.E., 1995.

5. THE SUBJECT PROPERTY SURVEYED LIES WITHIN A FLOOD ZONE DESIGNATED ZONE (X), AREAS LOCATED OUTSIDE THE 100 YEAR FLOOD PLAIN, PER F.E.M.A. MAP, PANEL NO. 406 OF 480, COMMUNITY PANEL NO. 29095C0406 F EFFECTIVE DATE: SEPTEMBER 29, 2006.

6. ALL STORM WATER CONVEYANCE, RETENTION, DETENTION OR WATER QUALITY(BMP) FACILITIES TO BE LOCATED ON COMMON PROPERTY SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE "COVENANTS, CONDITIONS AND RESTRICTIONS." REFER TO THE "COVENANTS, CONDITIONS AND RESTRICTIONS ASSOCIATED WITH THIS DEVELOPMENT FOR

7. INDIVIDUAL LOT OWNER(S) SHALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW PATHS ON THE LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN. UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.

# FINAL PLAT The Reserve at Stoney Creek - 3rd Plat Lots 60 Thru 110 & Tracts L thru N

Lee's Summit, Jackson County, Missouri

# CITY OF LEE'S SUMMIT:

# **MAYOR AND CITY COUNCIL CERTIFICATION:**

THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT OF THE MANOR AT STONEY CREEK 3RD PLAT, LOTS 82 - 108 WAS SUBMITTED TO AND DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LEE'S SUMMIT,

RANDALL L. RHOADS,

**APPROVED: PUBLIC WORKS / ENGINEERING** 

DENISE R. CHISUM, MMC CITY CLERK

GEORGE M BINGER, III P.E., CITY ENGINEER

**PLANNING & CODES ADMINISTRATION** 

ROBERT G. McKAY, AICP, DIRECTOR OF PLANNING AND SPECIAL PROJECTS

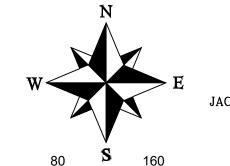
PLANNING COMMISSION

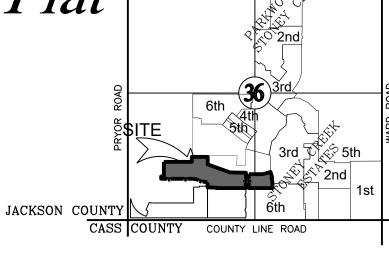
DANA ARTH, SECRETARY

**JACKSON COUNTY:** 

**APPROVED: ASSESSOR'S OFFICE** 

JACKSON COUNTY ASSESSOR





Missouri State Plane Coordinate System 1983, Missouri West Zone (2003 Adjustment)

Reference Monument: CA-08 Combined Scale Factor: 0.9998997

POINT	NORTHING	EASTING
1	296806.340	857636.916
2	296788.054	858048.625
3	296890.362	858040.643
4	296891.007	857901.672
5	297004.439	857544.099
6	296972.986	857542.884
7	296979.491	857365.004
8	296871.985	857343.740
CA08	295023.772	857606.886
CA08AZ	295008.486	857868.230
С	oordinates Shown in M	leters

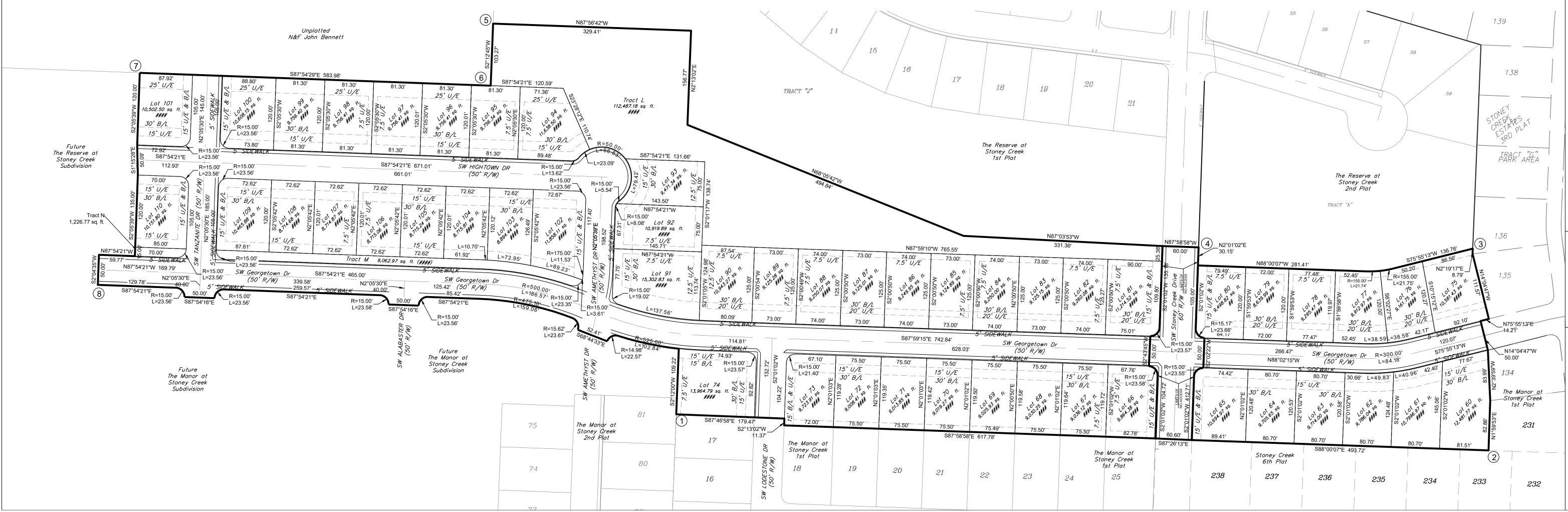
# **SURVEYOR'S CERTIFICATION:**

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

MATTHEW J. SCHLICHT, MOPLS 2012000102 ENGINEERING SOLUTIONS, LLC., MO CORP LS 2005008319-D

P Fina

PROFESSIONAL SEAL



# **ENGINEERING COST ESTIMATE**

PAR OF MISSOL

4/23/2019 DATE:

\*

MATTHEW J. SCHLICHT CMBER

11.17

2000M19708

# SOLUTIONS ENGINEERING

50 SE 30TH STREET LEE'S SUMMIT, MO

PROJECT NAME:

THE RESERVE AT STONEY CREEK 3RD PLAT

PL2017184

APPLICATION #

STE LOCATION:
SW Stoney Brook Circle
Lee's Summit, MO

ITEM AND DESCRIPTION	UNIT	ESTIMATED QUANTITY	MATERIAL COST PER ITEM	COST PER ITEM	% Complete	Remain	Remaining Costs
ASPHALT PAVING	S.Y.	10,467.27		\$ 261 681 75	c		254 504 75
CG-1 CURBING	ᆸ	4.465.00	14 50				01,001.73
CG-2 CURBING	ī	2 620 00	44.50				04,742.50
5' SIDEWALK	- U	28 605 25	9	00.980.00	٥		37,990.00
MoDOT Type 5	3	40,000,40			0		36,302.44
CEOCHIP	, O	10,896.49			0		84,447,81
GEOGRID	S.Y.	10,896.49	\$ 3.25	ï	95		1.770.68
KIP KAP	S.Y.	171.33	\$ 50.00		92	69	428.33
OUTLET STRUCTURE	IND		\$ 3,500.00	\$ 3,500.00	95	69	175.00
UNDERDRAIN	UNIT	00.9	\$ 200.00		952	65	150.00
STREET SIGNAGE	TINO	11.00			0	÷ +	3 850 00
ADA SIDEWALK RAMP	TINU	19.00			C	÷	0,000,00
CLEARING, GRADING & GRUBBING	ζ	30,107.58			75		3,000.00
SILT FENCE	ᆫ	3,013.00	\$ 1.25	\$ 3.766.25	95	> €	188 24
INLET PROTECTION	LIND				75	9 6	2000
SEEDING / MULCHING/ FERTILIZING	AC		1.2	-	2 <		10.202.00
CONST. ENTRANCE	LINO.	1.00		1 750 00	o so		9,392.00
CONNECTION TO EXISTING LINE	LINI		200 000	\$00.00	200	> €	00.70
STORM					CS.	A	25.00
48" HDPF	i.	442.00					
TOTAL 1985		4 245 25			32	69	615.24
361111111111111111111111111111111111111		1,345.35			95	69	4,036.05
30 HUPE		587.60		\$ 29,556.28	95	69	1,477.81
74" HUPE	<u> </u>	443.13		\$ 17,858.14	92	69	892.91
18" HDPE	Ė	293.17	\$ 30.50	\$ 8,941.69	92	49	447.08
15" HDPE	ᇤ	1,211.94	\$ 27.70	(0)	92	69	1.678.54
48" HDPE END SECTION / TOE WALL	FS	1.00	\$ 2,700.00		92	65	135.00
36" HDPE END SECTION / TOE WALL	ST	3.00	\$ 2,200.00		952	69	330.00
24" HDPE END SECTION / TOE WALL	rs	1.00	\$ 2,000.00		95	69	100 00
18" HDPE END SECTION / TOE WALL	rs	1.00		\$ 2,000.00	95	69	100 00
15" HDPE END SECTION / TOE WALL	ST	1.00	1,500.00		921	69	75.00
5' x 5' STORM FIELD INLET	EA	2.00	\$ 4,600.00	\$ 23,000,00	952	₩.	1 150 00
5' x 4' STORM CURB INLET	EA	27.00	\$ 3,800.00	ľ	922	69	5 130 00
8' x 5' STORM CURB INLET	EA	2.00	\$ 3,800.00		95	64	380 00

654,974.46

TOTAL COST = \$

1,076,137.61

TOTAL COST = \$

# **ENGINEERING COST ESTIMATE**

# **ENGINEERING SOLUTIONS**

50 SE 30TH STREET LEE'S SUMMIT, MO

PROJECT NAME:

THE RESERVE AT STONEY CREEK 3RD PLAT

PL2015136 APPLICATION #

SITE LOCATION:
SW Stoney Brook Circle
Lee's Summit, MO

ITEM AND DESCRIPTION	LNS	<b>ESTIMATED</b> QUANTITY	LABOR AND MATERIAL COST PER	COST PER ITEM	% Complete	Remaining Costs
SANITARY						
6" PVC SDR 26 Service Line	5	772.54	\$ 23.60	\$ 1823194	c	48 224 04
8" DVC SDD 26	L	7 740 40	6			1
02.000	5	1,710.19	32.00	\$ 54,918.08	0	\$ 54,918,08
15" PVC SDR 26	4	683.06	\$ 32.00	\$ 21.857.92	c	
4' DIA Manhole	EA	10.00	\$ 4.000.00	\$ 40,000,00		
TEES, BENDS, WYES	ST	19.00	\$ 500.00	\$ 9,500,00		
TRACER WIRE AND EQUIPMENT	L.F.	1,716.19	69	\$ 1,716.19	0	

146,224.13

TOTAL COST = \$

146,224.13

TOTAL COST = \$



4/23/2019 DATE

# **ENGINEERING SOLUTIONS**

50 SE 30TH STREET LEE'S SUMMIT, MO

PROJECT NAME:

THE RESERVE AT STONEY CREEK 3RD PLAT

PL2015136

APPLICATION #

STE LOCATION: SW Stoney Brook Circle Lee's Summit, MO

ITEM AND DESCRIPTION	LINO	<b>ESTIMATED</b> QUANTITY	LABOR AND MATERIAL COST PER	COST PER	% Complete	Remaining Costs
WATER						
RELOCATE FIRE HYDRANT ASEMBLY	UNIT	1.00	\$ 2.760.00	\$ 2.760.00	95	138 00
FIRE HYDRANT ASEMBLY	UNIT	2.00	3.800.00	\$ 7.600.00	95	380.00
TEMPORARY FIRE HYDRANT	UNIT	2.00	\$ 3,800,00	\$ 7.600.00	355	380.00
8" WATER LINE	TINO	1,574.69	\$ 28.49	\$ 44.862.92	955	0
12" WATER LINE	LIND	2,255.20	\$ 38.00	\$ 85.697.60	95	
CONNECTION TO EXISTING	UNIT	4.00	\$ 475.00	\$ 1,900,00	95	
12"X8" TEE	LIND	3.00	\$ 700.00	\$ 2,100.00	95	
12"x8" CROSS	LINO	9.00	\$ 850.00	\$ 100.00	98	
8"x8" CROSS	LIND	2.00	49	\$ 1,700.00	95	
12" GATE VALVE/ VALVE BOX & COVER	UNIT	7.00	\$ 800.00	\$ 5.600.00	355	280.00
8" GATE VALVE/ VALVE BOX & COVER	LIND	17.00	\$ 800.00	\$ 13,600,00	98	\$ 200.00
45 DEG BEND	TINO	2.00	\$ 450.00	\$ 900.00	38	45.00
11.25 DEG BEND	TINO	1.00	\$ 450.00	\$ 450.00	952	\$ 22.50
THRUST BLOCK	TINO	12.00	\$ 400.00	\$ 4,800.00	95	\$ 240.00



7,521.03

TOTAL COST = \$

184,670.52

TOTAL COST = \$

DATE: 3/27/2019



U.S. BANK NATIONAL ASSOCIATION GLOBAL DOCUMENTARY SERVICES, BC-MN-H20G 800 NICOLLET MALL MINNEAPOLIS. MN 55402 SWIFT: USBKUS44 TELEPHONE: 612-303-7475 612-303-7374

FACSIMILE: 612-303-5226

# IRREVOCABLE LETTER OF CREDIT NUMBER SLCMMSP09608

July 25, 2019

BENEFICIARY:
CITY OF LEE'S SUMMIT
FINANCE DEPARTMENT
ATTN: BETTE WORDELMAN, FINANCE DIRECTOR
220 SE GREEN STREET
LEE'S SUMMIT, MO 64063

APPLICANT: CLAYTON PROPERTIES GROUP, INC DBA SUMMIT HOMES 5000 CLAYTON RD ALCOA TN, 37804

**AMOUNT:** \$808,719.62

EXPIRATION DATE: JULY 31, 2020, OR AS EXTENDED

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT ("LETTER OF CREDIT") IN YOUR FAVOR FOR THE ACCOUNT OF CLAYTON PROPERTIES GROUP, INC, DBA SUMMIT HOMES, 5000 CLAYTON RD, ALCONA, TN 37804 ("OBLIGEE") FOR A MAXIMUM AGGREGATE AMOUNT NOT EXCEEDING 808,719.62 REPRESENTING THE FOLLOWING:

THIS LETTER OF CREDIT COVERS: THE RESERVE AT STONEY CREEK THIRD PLAT ("PROJECT") AND ACCORDING TO ENGINEERS ESTIMATE OF PROBABLE COSTS TO CONSTRUCT.

THE CITY MAY DRAW UPON THIS LETTER OF CREDIT UPON WRITTEN NOTIFICATION TO THE BANK THAT THE OBLIGEE HAS DEFAULTED IN ITS OBLIGATION TO THE CITY TO CONSTRUCT, INSTALL AND / OR COMPLETE THE DEVELOPMENT RELATED IMPROVEMENTS REQUIRED FOR THE PROJECT BY JULY 31, 2020 OR IF THE OBLIGEE HAS FAILED TO POST A NEW LETTER OF CREDIT OR OTHER SUFFICIENT SECURITY APPROVED BY THE CITY'S DIRECTOR OF FINANCE, PRIOR TO INITIAL EXPIRATION DATE, SECURING THE CONSTRUCTION, INSTALLATION AND / OR COMPLETION OF THE IMPROVEMENTS.

THE WRITTEN NOTIFICATION SHALL BE ON OFFICIAL CITY LETTERHEAD, SIGNED BY THE CITY MANAGER, THE CITY'S FINANCE DIRECTOR, OR OTHER AUTHORIZED OFFICIAL OF THE CITY. THE AMOUNT OF THE LETTER OF CREDIT SHALL BE REDUCED AUTOMATICALLY BY THE AMOUNT OF ANY DRAW HEREUNDER. A COPY OF THIS LETTER OF CREDIT MUST ACCOMPANY ANY PRESENTED DOCUMENTS.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON THE PRESENTATION AND DELIVERY OF DOCUMENTS AS SPECIFIED TO US AT THE ADDRESS SPECIFIED ABOVE, NO LATER THAN THE INITIAL EXPIRATION DATE.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ONE YEAR FROM THE INITIAL EXPIRATION DATE HEREOF, UNLESS AT LEAST 60 DAYS PRIOR TO SUCH DATE, WE SHALL SEND YOU WRITTEN NOTICE, VIA CERTIFIED MAIL, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR SUCH ADDITIONAL ONE-YEAR PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) FOR THE INTERNATIONAL CHAMBER OF COMMERCE, ICC PUBLICATION NO. 600, AND TO THE EXTENT NOT INCONSISTENT THEREWITH THE LAWS OF THE STATE OF MISSOURI, INCLUDING WITHOUT LIMITATION THE UNIFORM COMMERCIAL CODE IN EFFECT THEREIN.

U.S. BANK NATIONAL ASSOCIATION

Authorized Signatu

## UPS CampusShip: View/Print Label

- 1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
- 2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

# 3. GETTING YOUR SHIPMENT TO UPS

Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

# Customers without a Daily Pickup

Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS

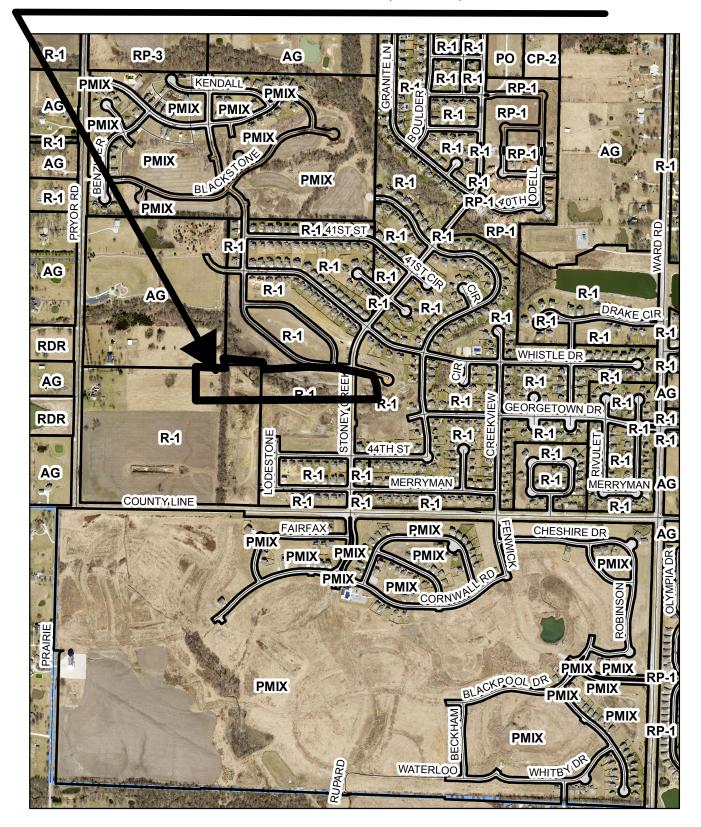
Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages. Hand the package to any UPS driver in your area.

UPS Access Point<sup>TM</sup> THE UPS STORE 40 S 7TH ST MINNEAPOLIS ,MN 55402 UPS Access Point™ JUBA PHARMACY-AP466 1930 CHICAGO AVE MINNEAPOLIS ,MN 55404 UPS Access Point™ TWIN CITIESCLEANERSGETPRESSED 2000 HENNEPIN AVE MINNEAPOLIS ,MN 55405

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# PL#2017-183 FINAL PLAT THE RESERVE AT STONEY CREEK, 3RD PLAT ENGINEERING SOLUTIONS, LLC, APPLICANT









# The City of Lee's Summit

#### **Packet Information**

File #: BILL NO. 19-180, Version: 1

An Ordinance accepting final plat entitled The Manor at Stoney Creek, 3rd Plat, Lots 82-108, as a subdivision to the City of Lee's Summit, Missouri.

#### **Proposed City Council Motion:**

I move for second reading of AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED THE MANOR AT STONEY CREEK,  $3^{\text{RD}}$  PLAT, LOTS 82-108, AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

Josh Johnson, AICP, Assistant Director of Plan Services Jennifer Thompson, Senior Planner

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED THE MANOR AT STONEY CREEK, 3<sup>RD</sup> PLAT, LOTS 82-108, AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application PL2017-182, submitted by Engineering Solutions, LLC, requesting approval of the final plat entitled "The Manor at Stoney Creek, 3<sup>rd</sup> Plat, Lots 82-108", was referred to the Planning Commission as required by Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; and,

WHEREAS, the Planning Commission considered the final plat on October 24, 2017, and rendered a report to the City Council recommending that the plat be approved.

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

SECTION 1. That the final plat entitled "The Manor at Stoney Creek, 3<sup>rd</sup> Plat, Lots 82-108" is a subdivision in the Southwest One-Quarter of Section 36, Township 47N, Range 32W, in Lee's Summit, Missouri more particularly described as follows:

#### DESCRIPTION:

#### THE MANOR AT STONEY CREEK -3RD PLAT BOUNDARY DESCRIPTION

ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 32 WEST, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 69, MANOR AT STONEY CREEK 2ND PLAT, A SUBDIVISION AS RECORDED IN THE OFFICE OF THE RECORDER; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 69, NORTH 87° 58' 58" WEST, A DISTANCE OF 678.41 FEET; THENCE NORTH 02° 05' 30" EAST, A DISTANCE OF 504.02 FEET; THENCE SOUTH 87°54' 21" EAST, A DISTANCE OF 129.79 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56; THENCE SOUTH 87° 54' 16" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 02° 05' 30" EAST, A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE SOUTH 87° 54' 21" EAST, A DISTANCE OF 259.59 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE SOUTH 87° 54' 16" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 02° 05' 30" EAST, A RADIUS OF 15.00 FEET, AN ARC DISTANCE 23.56 FEET; THENCE SOUTH 87° 54' 21" EAST, A DISTANCE OF 85.42 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE HAVING A RADIUS OF 475.00 FEET, A DISTANCE OF 159.06 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 20.36 FEET; THENCE SOUTH 60° 13' 29" EAST, A DISTANCE OF 54.69 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 2° 12' 45" EAST, A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 27.58 FEET; THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 102.67 FEET; THENCE SOUTH 02° 11' 23" WEST, A DISTANCE OF 81.85 FEET; THENCE NORTH 87° 58' 58" WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 02° 12' 45" WEST, A DISTANCE OF 19.83 FEET; THENCE NORTH 87° 54' 30" WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 02° 12' 45" WEST, A DISTANCE OF 330.33 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 375,161.95 SQUARE FEET (8.613 ACRES) MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS AND RIGHT OF WAYS, RECORDED OR UNRECORDED IF ANY.

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 "The Manor at Stoney Creek, 3<sup>rd</sup> Plat, Lots 82-108".

SECTION 3. That the roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares shall be dedicated as depicted on the plat. The City Council hereby authorizes the Director of Development Services, on behalf of the City of Lee's Summit, Missouri, to accept the land or easements dedicated to the City of Lee's Summit for public use and shown on the accompanying plat, upon the subdivider filing and recording a final plat in accordance with Article 7, Subdivisions, Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; which plat shall conform to the accompanying plat, and hereby authorizes acceptance of the public improvements required by this ordinance and Article 7 of the UDO of the City, upon the Director of Public Works certifying to the Director of Development Services and the City Clerk that the public improvements have been constructed in accordance with City standards and specifications.

SECTION 4. That the approval granted by this ordinance is done under the authority of Section 89.410.2 of the Revised Statutes of Missouri and Section 7.340 of the UDO because all subdivision-related public improvements required by the UDO have not yet been completed. In lieu of the completion and installation of the subdivision-related public improvements prior to the approval of the plat, the Proprietor has, in accordance with Section 7.340 of the UDO, deposited an **irrevocable Standby Letter of Credit** to secure the actual construction and installation of said public improvements, and the City hereby accepts same. No building permit shall be issued until the required public improvements are available to each lot for which a building permit is requested in accordance with the Design and Construction Manual.

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

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

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

SECTION 8. That the 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 "The Manor at Stoney Creek, 3<sup>rd</sup> Plat, Lots 82-108", attached hereto and incorporated herein by reference.

SECTION 10. That this ordinance shall be its passage and adoption, and approval by the	be in full force and effect from and after the date of Mayor.
PASSED by the City Council for the C, 2019.	City of Lee's Summit, Missouri, this day of
ATTEST:	Mayor <i>William A. Baird</i>
City Clerk Trisha Fowler Arcuri	
APPROVED by the Mayor of said City this	s day of, 2019.
ATTEST:	Mayor <i>William A. Baird</i>
City Clerk Trisha Fowler Arcuri	
APPROVED AS TO FORM:	
City Attorney Brian W. Head	

# City of Lee's Summit

#### **Development Services Department**

October 20, 2017

TO: Planning Commission

CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services

PREPARED BY: Jennifer Thompson, Planner

RE: Appl. #PL2017-182 - FINAL PLAT - The Manor at Stoney Creek, 3<sup>rd</sup>

Plat, Lots 82-108, Engineering Solutions, LLC, applicant

#### Commentary

This final plat application is for *The Manor at Stoney Creek, 3<sup>rd</sup> Plat, Lots 82-108,* located on the north side of SW County Line Rd., east of SW Pryor Rd. The proposed final plat consists of 27 lots on 8.61 acres. The proposed final plat is substantially consistent with the approved preliminary plat.

- 27 lots
- 3.13 units/acre

#### **Subdivision-Related Public Improvements**

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

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

#### Recommendation

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

#### **Project Information**

Proposed Use: single-family subdivision

Number of Lots: 27 lots Land Area: 8.61 acres Density: 3.13 units/acre

Location: north side of SW County Line Rd., east of SW Pryor Rd.

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

Surrounding zoning and use:

North: R-1 (Single-Family Residential District)-future phase of The Reserve at Stoney

Creek, 3<sup>rd</sup> Plat

**South:** R-1 (Single-Family Residential District)-future phase of *The Manor at Stoney Creek,* 2<sup>nd</sup> Plat

**East:** R-1 (Single-Family Residential District)-future phase of *The Manor at Stoney Creek,* 2<sup>nd</sup> Plat

**West:** R-1 (Single-Family Residential District)-future phase of *The Manor at Stoney Creek* subdivision

#### **Unified Development Ordinance**

Applicable Section(s)	Description
16.140, 16.150	Final Plats

#### **Background**

- August 12, 1986 The City Council approved a rezoning (Appl. #1986-034) from A to R-1 for approximately 150 acres west of Ward Road by Ordinance No. 2845.
- September 24, 2002 The Planning Commission approved a preliminary plat for Stoney Creek and Parkwood at Stoney Creek containing 383 lots on 142 acres (Appl. #2002-136).
   The preliminary plat showed 15 phases, 5 of which had already been platted by that time. A condition of approval was that Stoney Creek Drive must be extended to connect to County Line Road in Phase 10.
- October 17, 2002 The City Council approved a rezoning (Appl. #2002-135) from AG to R-1 for 70 acres in Stoney Creek and Parkwood at Stoney Creek by Ordinance No. 5411.
- 1997 thru 2012 Preliminary and final plats were approved for Stoney Creek Estates Plats 1-6 and Parkwood at Stoney Creek, Plats 1-5.
- August 28, 2012 The Planning Commission approved a revised preliminary plat (Appl. #PL2012-091) for the remainder of Stoney Creek Estates and Parkwood at Stoney Creek, Lots 239-414.
- May 20, 2013 The City Council approved the Escrow Agreement between the City and Stoney Creek Development, LLC to collect funds on a per lot basis for any future plat after Parkwood at Stoney Creek, 5<sup>th</sup> Plat to fund the construction of a portion of Stoney Creek Drive, by Ordinance No. 7325.
- January 8, 2014 The Escrow Agreement with the City for the Stoney Creek subdivision was reassigned from Stoney Creek Development, LLC, to Griffin Riley Investments, LLC.
- January 23, 2014 The City Council approved the final plat (Appl. #PL2013-054) for Parkwood at Stoney Creek, 6<sup>th</sup> Plat, by Ordinance No. 7420. The City Council also approved the vacation of right-of-way (Appl. #PL2013-082) for the temporary cul-de-sac on Whistle Drive (Parkwood at Stoney Creek, 5<sup>th</sup> Plat) by Ordinance No. 7421.
- March 25, 2014 The City Council approved the final plat (Appl. #PL2013-147) for Stoney Creek Estates, 7<sup>th</sup> Plat (now referred to as The Manor at Stoney Creek, 1<sup>st</sup> Plat), by Ordinance No. 7540.
- November 21, 2014 –The City Council approved the final plat (Appl. #PL2013-147) for The Manor at Stoney Creek, 1<sup>st</sup> Plat, Lots 1-41 & Tract M, by Ordinance No.7540.
- October 11, 2016 –The Planning Commission recommended approval of the final plat (Appl. #PL2016-104) for The Manor at Stoney Creek, 2<sup>nd</sup> Plat, Lots 42-81 & Tracts N-P.

#### Code and Ordinance Requirements to be met Following Approval

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

#### Engineering

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

#### Planning

- 7. No final plat shall be recorded by the developer until the Director of Planning and Special Projects and the City Attorney have reviewed and approved the declaration of covenants and restrictions pertaining to common property as prepared in accordance with Section 5.330 of the UDO, and until the Director has received certification from the Missouri Secretary of State verifying the existence and good standing of the property owners' association required by Section 5.340 of the UDO. In addition, the approved Declaration of Covenants, Conditions and Restrictions shall be recorded prior to the recording of the final plat.
- 8. A final plat shall be approved and recorded prior to any building permits being issued. All subdivision-related public improvements must be complete prior to approval of the final plat by the City Council unless security is provided in the manner set forth in UDO Section 16.340.
- 9. The legal description shall not reference an unrecorded plat.
- 10. Each respective Lot shall be addressed.
- 11. The radius dimension of the cul-de-sacs shall be labeled and meet minimum standards as outlined in the Unified Development Ordinance.

#### Attachments:

- Final Plat, date stamped October 3, 2017
   Location Map

#### **SURVEY AND PLAT NOTES:**

- 1. THE FOLLOWING STANDARD MONUMENTS WILL BE SET: a) SEMI-PERMANENT MONUMENTS:
- SET 1/2" IRON BAR WITH PLASTIC CAP MARKED "ENGR 8319" AT ALL REAR LOT CORNERS AND CURBS ARE NOTCHED AT THE PROJECTION OF SIDE LOT LINES.
- SET 5/8" IRON BAR WITH ALUMINUM CAP MARKED "ENGR 8319" AT PLAT BOUNDARY CORNERS.
- 2. THIS PROPERTY IS CLASSIFIED SUBURBAN PROPERTY (4 CSR 30-17.0020)
- 3. BEARINGS AND COORDINATES ARE BASED ON KANSAS CITY METRO MONUMENT CA-08 OF THE MISSOURI STATE COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE, 2003 ADJUSTMENT USING A GRID FACTOR OF 0.9998997. COORDINATES DETERMINED BY GPS METHODS.
- 4. NO OIL OR GAS WELLS ARE KNOWN TO EXIST ON THIS PROPERTY, PER THE "ENVIRONMENTAL IMPACT STUDY OF ABANDONED OIL AND GAS WELLS IN LEE'S SUMMIT, MISSOURI". BY EDWARD ALTON, JR., P.E., 1995.
- 5. THE SUBJECT PROPERTY SURVEYED LIES WITHIN A FLOOD ZONE DESIGNATED ZONE (X), AREAS LOCATED OUTSIDE THE 100 YEAR FLOOD PLAIN, PER F.E.M.A. MAP, PANEL NO. 406 OF 480, COMMUNITY PANEL NO. 29095C0406 F EFFECTIVE DATE: SEPTEMBER 29, 2006.
- 6. ALL STORM WATER CONVEYANCE, RETENTION, DETENTION OR WATER QUALITY(BMP) FACILITIES TO BE LOCATED ON COMMON PROPERTY SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE "COVENANTS, CONDITIONS AND RESTRICTIONS." REFER TO THE "COVENANTS, CONDITIONS AND RESTRICTIONS ASSOCIATED WITH THIS DEVELOPMENT FOR REQUIREMENTS
- 7. INDIVIDUAL LOT OWNER(S) SHALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW PATHS ON THE LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN, UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.

THE MANOR AT STONEY CREEK - 3RD PLAT BOUNDARY DESCRIPTION

MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OFFICE OF THE RECORDER; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 69, NORTH 87° 58' 50" WEST, A DISTANCE OF 678.41 FEET; THENCE NORTH 02° 04' 48" EAST, A DISTANCE OF 503.99 FEET; THENCE SOUTH 87°54' 21" EAST, A DISTANCE OF 129.90 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE HAVING A RADIUS OF 15.01 FEET, AN ARC DISTANCE OF 23.57; THENCE SOUTH 87° 54' 16" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 02° 05' 30" EAST, A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE SOUTH 87° 54' 21" EAST, A DISTANCE OF 259.57 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET: THENCE SOUTH 87° 54' 16" EAST. A DISTANCE OF 50.00 FEET: THENCE ALONG A CURVE TO THE RIGHT. HAVING AN INITIAL TANGENT BEARING NORTH 02° 05' 30" EAST, A RADIUS OF 15.00 FEET, AN ARC DISTANCE 23.56 FEET; THENCE SOUTH 87° 54' 21" EAST, A DISTANCE OF 85.43 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 474.91 FEET, A DISTANCE OF 159.04 FEET; THENCE ALONG A CURVE TO THE RIGHT, A RADIUS 15.39 FEET, A DISTANCE OF 23.77 FEET; THENCE SOUTH 68° 44' 14" EAST, A DISTANCE OF 52.40 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 21° 21' 42" EAST, A RADIUS OF 15.02 FEET, AN ARC DISTANCE OF 22.58 FEET; THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 102.84 FEET; THENCE SOUTH 02° 12' 45" WEST, A DISTANCE OF 81.85 FEET; THENCE NORTH 87° 58' 58" WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 02° 05' 30" WEST, A DISTANCE OF 19.83 FEET; THENCE NORTH 87° 54' 30" WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 02° 13' 30" WEST, A DISTANCE OF 330.33 FEET TO THE POINT OF

THE ABOVE DESCRIBED TRACT CONTAINS 375,161.95 SQUARE FEET (8.613 ACRES) MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS AND RIGHT OF WAYS, RECORDED OR UNRECORDED IF ANY.

#### CITY OF LEE'S SUMMIT:

#### MAYOR AND CITY COUNCIL CERTIFICATION:

THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT OF THE MANOR AT STONEY CREEK 3RD PLAT, LOTS 82 - 108 WAS SUBMITTED TO AND DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LEE'S SUMMIT MISSOURI THIS DAY OF 20 , BY ORDINANCE

RANDALL L. RHOADS,	MAYOR	DATE

ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 32 WEST, IN LEE'S SUMMIT, JACKSON COUNTY,

BEGINNING AT THE NORTHEAST CORNER OF LOT 69, MANOR AT STONEY CREEK 2ND PLAT, A SUBDIVISION AS RECORDED IN THE

**PUBLIC WORKS / ENGINEERING** 

ROBERT G. McKAY, AICP, DIRECTOR OF PLANNING AND SPECIAL PROJECTS

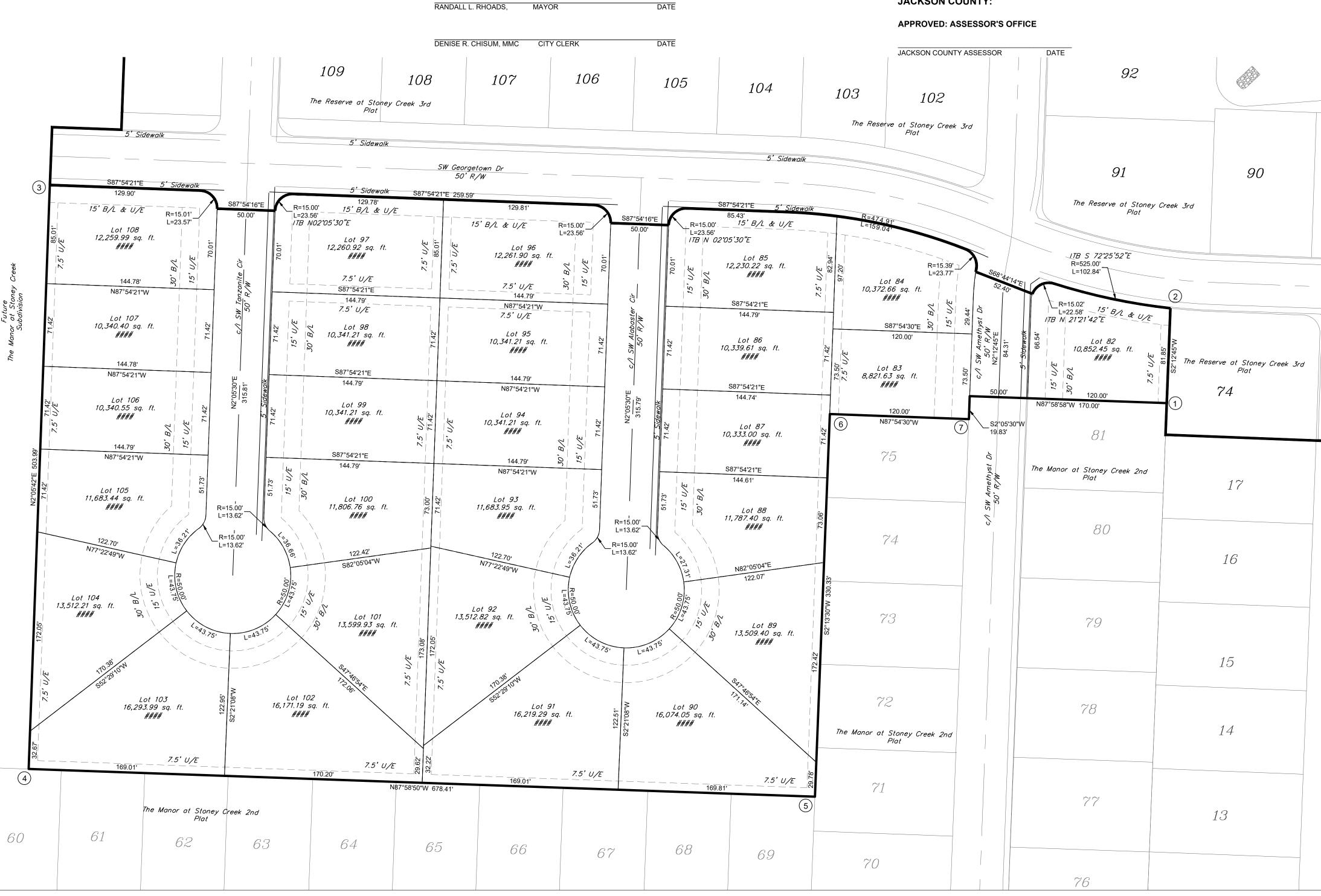
GEORGE M BINGER, III P.E., CITY ENGINEER

PLANNING & CODES ADMINISTRATION

#### PLANNING COMMISSION

DANA ARTH, SECRETARY DATE

#### **JACKSON COUNTY:**





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

	Combined Scale Factor	: 0.9998997
POINT	NORTHING	EASTING
1	296814.675	857637.231
2	296839.605	857638.193
3	296871.987	857343.698
4	296718.471	857338.123
5	296711.185	857544.775
6	296811.796	857544.775
7	296810.460	857585.213
CA08	295023.772	857606.886
CA08AZ	295008.486	857868.230
<u> </u>	Coordinates Shown in	Meters

#### **DEDICATION:**

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. SAID SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOW AS

#### THE MANOR AT STONEY CREEK 3rd PLAT - LOTS 82 - 108

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO CITY OF LEE'S SUMMIT, MISSOURI TO LOCATE, CONSTRUCT, AND MAINTAIN, OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF POLES, WIRES, ANCHORS, CONDUITS, AND/OR STRUCTURES FOR WATER, GAS, SANITARY SEWER, STORM SEWER, SURFACE DRAINAGE CHANNEL, ELECTRICITY, TELEPHONE, CABLE TELEVISION, OR ANY OTHER NECESSARY PUBLIC UTILITY OR SERVICES, ANY OR ALL OF THEM, UPON, OVER, OR UNDER THOSE AREAS OUTLINED OR DESIGNATED UPON THIS PLAT AS "UTILITY EASEMENTS" (U.E.) OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO PUBLIC USE ON THIS PLAT. GRANTOR, ON BEHALF OF HIMSELF, HIS HEIRS, HIS ASSIGNS AND SUCCESSORS IN INTEREST, HEREBY WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING, WITHOUT LIMITATION, SECTION 527.1888 RSMo. (2006), ANY RIGHT TO REQUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENT HEREIN GRANTED.

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.

THE STREETS AND/OR THOROUGHFARES SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO

# MASTER DRAINAGE PLAN

INDIVIDUAL LOT OWNER(S) SHALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW PATHS ON THE LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN, UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.

# **IN TESTIMONY WHEREOF:**

CMH PARKS, INC, A TENNESSEE CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS DAY OF

# FREDERICK J. DELIBERO, MEMBER

**NOTARY CERTIFICATION:** 

GRIFFIN RILECMH PARKS, INC, A TENNESSEE CORPORATION.

COUNTY OF

, 2017, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED CMH PARKS, INC, A TENNESSEE CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY AND AS THE FREE ACT AND DEED OF SAID COMPANY

# IN WITNESS THEREOF:

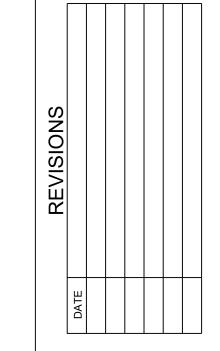
I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DATE LAST WRITTEN ABOVE.

**NOTARY PUBLIC** MY COMMISSION EXPIRES:

# **SURVEYOR'S CERTIFICATION:**

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

	_ レヘ۱ட
TTHEW J. SCHLICHT, MOPLS 2012000102	
GINEERING SOLUTIONS, LLC., MO CORP LS 2005008319	-D



	JOB NO.	Manor 3rd	DATE OF PREPARATION	September 1, 2017
	COUNTY	Jackson	DATE 0	Septem
l Plat	RANGE	32W	SCALE	1"=50'
Final	TOWNSHIP	47N		
	SECTION	36	DRAWN BY	Schlicht, PLS, PE
	SHEET	-		M. Sc

# **ENGINEERING COST ESTIMATE**

DATE: 3/26/2019

# **ENGINEERING SOLUTIONS**

LEE'S SUMMIT, MO

PROJECT NAME:

The Manor At Stoney Creek - 3rd Plat (Sanitary)

PL2016106 APPLICATION #

SITE LOCATION:
SW Merryman Road
Lee's Summit, MO

ITEM AND DESCRIPTION	TINO	ESTIMATED	LABOR AND MATERIAL COST PER UNIT	COST PER ITEM	% Complete	Remaining Cost
SANITARY						69
4" PVC SDR 26 Service Line	47	1,043.33	\$ 23.60	\$ 24.622.59	95	\$ 1 231 13
8" PVC SDR 26	47	868.33	\$ 32.00	89	95	1 389 33
4' DIA Manhole	EA	4.00	\$ 4,000.00	69	95	800.00
TEES, BENDS, WYES	LS	24.00	\$ 500.00	\$ 12,000.00	95	\$ 600.00
TRACER WIRE AND EQUIPMENT	L.F.	868.33	\$ 1.00	es.	95	\$ 43.42
			ORIGINAL COST	81,277.48	REMAINING COST = \$	4,063.87



# **ENGINEERING COST ESTIMATE**

DATE: 3/26/2019

# ENGINEERING

50 SE 30TH STREET LEE'S SUMMIT, MO

PROJECT NAME:

The Manor At Stoney Creek - 3rd Plat (Street & Storm)

PL2017185 APPLICATION #

SITE LOCATION:

SW Merryman Road Lee's Summit, MO

	ste Remaining Cost	\$ 61 550 75		43 447 00	1					1	2,5	\$ 87.50	69	88 50		970.00		֡
	% Complete	c	c	0	0	S R	5 6	95	88	3	2	CA		SQ.	90	8 6	200	100
	COST PER ITEM	\$ 61.559.75	\$ 25.194.77	1341790	\$ 20.361.96	8 538 89	\$ 31.073.88	\$ 2287.21	3 120 00	10 332 00	4 750 00			1330.00	41 577 22			
4111	MATERIAL COST PER LINIT	\$ 25.00	\$ 14.50	\$ 4.75	\$ 7.75	\$ 3.25	\$ 2.25	\$ 1.25	\$ 80.00	1 200 00	1 750 00	00.00.1,1		\$ 30.50	\$ 27.70	\$ 4600.00	00:00:00	00000
	ESTIMATED QUANTITY	2,462.39	1,737.57	2.824.82	2.627.35	2,627.35	13,810.61	1,829.77	39.00	8.61	1 00	20.		43.60	417.95	2.00		
	TINO	S.Y.	ᇤ	S.F.	S.Y.	S.Y.	ζ	ᇤ	LINO	AC	LINI	5		Ŀ	ᇤ	ΕĀ	1	< 1
	ITEM AND DESCRIPTION	ASPHALT PAVING	CURBING	5' SIDEWALK	MoDOT Type 5 Base	GEOGRID	CLEARING, GRADING & GRUBBING	SILT FENCE	INLET PROTECTION	SEEDING / MULCHING/ FERTILIZING	CONST. ENTRANCE	CTOBIN		24" HDPE	15" HDPE	5' x 5' STORM FIELD INLET	E' > 4' STOBM CHOB IN ET	

MATTHEW J. SCHLICHT NEMBER 5200601970 135,070,23 REMAINING COST = \$

214,943.57

ORIGINAL COST

VOINEFR \*

# **ENGINEERING COST ESTIMATE**

# ENGINEERING

50 SE 30TH STREET LEE'S SUMMIT, MO

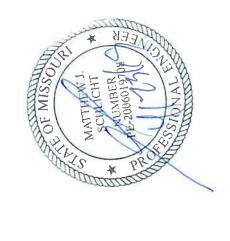
PROJECT NAME:

The Manor At Stoney Creek - 3rd Plat (Water)
APPLICATION # PL2016106

SITE LOCATION:
SW Merryman Road
Lee's Summit, MO

DATE: 3/26/2019

ITEM AND DESCRIPTION	TINO	UNIT ESTIMATED QUANTITY	LABOR AND MATERIAL COST PER UNIT	COST PER ITEM	% Complete	Remaining Cost
WATER						69
FIRE HYDRANT ASEMBLY	TINN	2.00	\$ 3,800.00	\$ 7.600.00	95	380.00
TEMP. TO PERM. FIRE HYDRANT CONVERSION	TINO	1.00	69	49	952	\$ 00.09
8" WATER LINE	LINN	1,049.45	\$ 27.49	\$	55	1 442 47
CONNECT TO EXISTING	LIND	3.00	8	69	95	71.25
8" GATE VALVE/ VALVE BOX & COVER	LINO	4.00	G	\$ 320000	95	160.00
45 DEG BEND	TINO	12.00	69	\$ 5.400.00	95	220.00
THRUST BLOCK	LINN	14.00	\$ 400.00	69	95	\$ 280.00
			ORIGINAL COST = \$	53,274.38	REMAINING COST = \$	2,113.72





U.S. BANK NATIONAL ASSOCIATION GLOBAL DOCUMENTARY SERVICES, BC-MN-H20G 800 NICOLLET MALL MINNEAPOLIS, MN 55402

SWIFT: USBKUS44 TELEPHONE: 612-303-7475

612-303-7374 FACSIMILE: 612-303-5226

### IRREVOCABLE LETTER OF CREDIT NUMBER SLCMMSP09607

July 25, 2019

BENEFICIARY: CITY OF LEE'S SUMMIT FINANCE DEPARTMENT ATTN: BETTE WORDELMAN, FINANCE DIRECTOR 220 SE GREEN STREET LEE'S SUMMIT, MO 64063 APPLICANT: CLAYTON PROPERTIES GROUP, INC DBA SUMMIT HOMES 5000 CLAYTON RD ALCOA TN, 37804

**AMOUNT:** \$141,247,82

EXPIRATION DATE: JULY 31, 2020, OR AS EXTENDED

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT ("LETTER OF CREDIT") IN YOUR FAVOR FOR THE ACCOUNT OF CLAYTON PROPERTIES GROUP, INC, DBA SUMMIT HOMES, 5000 CLAYTON RD, ALCONA, TN 37804 ("OBLIGEE") FOR A MAXIMUM AGGREGATE AMOUNT NOT EXCEEDING 141,247.82 REPRESENTING THE FOLLOWING:

THIS LETTER OF CREDIT COVERS: THE MANOR AT STONEY CREEK THIRD PLAT ("PROJECT") AND ACCORDING TO ENGINEERS ESTIMATE OF PROBABLE COSTS TO CONSTRUCT.

THE CITY MAY DRAW UPON THIS LETTER OF CREDIT UPON WRITTEN NOTIFICATION TO THE BANK THAT THE OBLIGEE HAS DEFAULTED IN ITS OBLIGATION TO THE CITY TO CONSTRUCT, INSTALL AND / OR COMPLETE THE DEVELOPMENT RELATED IMPROVEMENTS REQUIRED FOR THE PROJECT BY JULY 31, 2020 OR IF THE OBLIGEE HAS FAILED TO POST A NEW LETTER OF CREDIT OR OTHER SUFFICIENT SECURITY APPROVED BY THE CITY'S DIRECTOR OF FINANCE, PRIOR TO INITIAL EXPIRATION DATE, SECURING THE CONSTRUCTION, INSTALLATION AND / OR COMPLETION OF THE IMPROVEMENTS.

THE WRITTEN NOTIFICATION SHALL BE ON OFFICIAL CITY LETTERHEAD, SIGNED BY THE CITY MANAGER, THE CITY'S FINANCE DIRECTOR, OR OTHER AUTHORIZED OFFICIAL OF THE CITY. THE AMOUNT OF THE LETTER OF CREDIT SHALL BE REDUCED AUTOMATICALLY BY THE AMOUNT OF ANY DRAW HEREUNDER. A COPY OF THIS LETTER OF CREDIT MUST ACCOMPANY ANY PRESENTED DOCUMENTS.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON THE PRESENTATION AND DELIVERY OF DOCUMENTS AS SPECIFIED TO US AT THE ADDRESS SPECIFIED ABOVE, NO LATER THAN THE INITIAL EXPIRATION DATE.

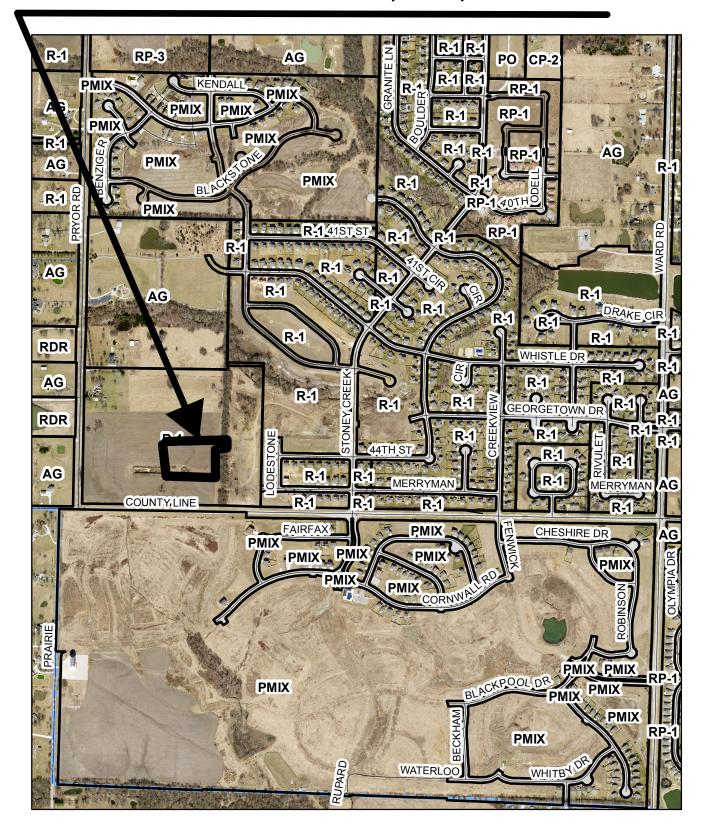
IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ONE YEAR FROM THE INITIAL EXPIRATION DATE HEREOF, UNLESS AT LEAST 60 DAYS PRIOR TO SUCH DATE, WE SHALL SEND YOU WRITTEN NOTICE, VIA CERTIFIED MAIL, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR SUCH ADDITIONAL ONE-YEAR PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) FOR THE INTERNATIONAL CHAMBER OF COMMERCE, ICC PUBLICATION NO. 600, AND TO THE EXTENT NOT INCONSISTENT THEREWITH THE LAWS OF THE STATE OF MISSOURI, INCLUDING WITHOUT LIMITATION THE UNIFORM COMMERCIAL CODE IN EFFECT THEREIN.

U.S. BANK NATIONAL ASSOCIATION

Authorized Signature

# PL#2017-182 FINAL PLAT THE MANOR AT STONEY CREEK, 3RD PLAT ENGINEERING SOLUTIONS, LLC, APPLICANT









### The City of Lee's Summit

#### **Packet Information**

#### File #: BILL NO. 19-181, Version: 1

An Ordinance accepting final plat entitled Winterset Valley, 12<sup>th</sup> Plat, Lots 1435 thru 1471 & Tracts A12 thru D12, as a subdivision to the City of Lee's Summit, Missouri.

#### **Proposed City Council Motion:**

I move for a second reading of an Ordinance accepting final plat entitled Winterset Valley, 12<sup>th</sup> Plat, Lots 1435 thru 1471 & Tracts A12 thru D12, as a subdivision to the City of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director of Plan Services David Gale, Applicant

<u>Committee Recommendation:</u> On a motion by Mr. Funk, seconded by Mr. Sims, the Planning Commission unanimously voted on July 10, 2018, to approve the Consent Agenda, inclusive of Appl. #PL2018-059 - FINAL PLAT - Winterset Valley, 12th Plat, Lots 1435 thru 1471 & Tracts A12 thru D12; Gale Communities, Inc., applicant.

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED WINTERSET VALLEY, 12<sup>TH</sup> PLAT, LOTS 1435 THRU 1471 & TRACTS A12 THRU D12, AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application PL2018-059, submitted by Gale Communities, Inc., requesting approval of the final plat entitled "Winterset Valley, 12<sup>th</sup> Plat, Lots 1435 thru 1471 & Tracts A12 thru D12", was referred to the Planning Commission as required by Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; and,

WHEREAS, the Planning Commission considered the final plat on July 10, 2018, 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 "Winterset Valley, 12<sup>th</sup> Plat, Lots 1435 thru 1471 & Tracts A12 thru D12" is a subdivision in part of the Northeast One-Quarter, Southeast One-Quarter and Southwest One-Quarter of Section 3, Township 47N, Range 32W, in Lee's Summit, Missouri more particularly described as follows:

Part of the Northeast One-Quarter, Southeast One-Quarter and Southwest One-Quarter of Section 3, Township 47 North, Range 32 West, in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Beginning at the Southwest of said Northeast One-Quarter; thence North 03 degrees 31 minutes 11 seconds East, along the West line of the said Northeast One-Quarter a distance of 663.89 feet; thence South 87 degrees 21 minutes 01 seconds East a distance of 420.66 feet to a corner point on West line of Tract D8, "WINTERSET VALLEY 8TH PLAT";

thence along the West line of said "8TH PLAT" for the following eight courses, South 38 degrees 26 minutes 43 seconds West a distance of 232.82 feet; thence South 18 degrees 42 minutes 49 seconds West a distance of 100.43 feet; thence South 30 degrees 24 minutes 09 seconds East a distance of 379.77 feet; thence South 11 degrees 37 minutes 02 seconds East a distance of 185.68 feet; thence South 05 degrees 28 minutes 36 seconds East a distance of 91.53 feet; thence South 02 degrees 42 minutes 17 seconds West a distance of 50.00 feet; thence South 87 degrees 17 minutes 43 seconds East a distance of 35.00 feet;

thence South 02 degrees 42 minutes 17 seconds West a distance of 140.09 feet (Platted 140.00 feet) to the Southwest corner of Lot 1335 of said "8th PLAT" said point being on the North line of Lot 1334 "WINTERSET VALLEY 7TH PLAT"; thence along the North and West lines of said "7TH PLAT" for the following nine courses, North 87 degrees 17 minutes 43 seconds West a distance of 274.56 feet; thence South 83 degrees 47 minutes 52 seconds West a distance of 112.20 feet; thence South 11 degrees 00 minutes 38 seconds East a distance of 127.16

feet; thence South 07 degrees 53 minutes 42 seconds East a distance of 50.00 feet to a point of curvature; thence along a curve to the right having an initial tangent bearing of North 82 degrees 06 minutes 18 seconds East, a radius of 1175.00 feet, a central angle of 00 degrees 32 minutes 15 seconds and an arc length of 11.02 feet; thence South 07 degrees 21 minutes 27 seconds East a distance of 127.79 feet; thence South 79 degrees 31 minutes 00 seconds West a distance of 57.61 feet; thence South 00 degrees 50 minutes 19 seconds West a distance of 83.69 feet; thence South 05 degrees 19 minutes 51 seconds West a distance of 184.70 feet to the Southwest corner of Lot 1327 of said "7TH PLAT", said point also being the Northeast corner of "WINTERSET VALLEY 11TH PLAT";

thence along the North line of said "11TH PLAT" for the following twelve courses, North 84 degrees 40 minutes 09 seconds West a distance of 178.60 feet; thence South 05 degrees 19 minutes 51 seconds West a distance of 27.01 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 275.00 feet, a central angle of 02 degrees 13 minutes 19 seconds and an arc length of 10.66 feet; thence North 82 degrees 26 minutes 50 seconds West a distance of 129.05 feet; thence South 14 degrees 06 minutes 01 seconds West a distance of 79.69 feet; thence South 21 degrees 11 minutes 36 seconds West a distance of 238.58 feet; thence South 60 degrees 59 minutes 17 seconds West a distance of 127.44 feet; thence North 37 degrees 08 minutes 45 seconds West a distance of 140.95 feet; thence North 23 degrees 51 minutes 55 seconds West a distance of 50.00 feet to a point of curvature; thence along a curve to the right having an initial tangent bearing of South 66 degrees 08 minutes 05 seconds West, a radius of 175.00 feet, a central angle of 02 degrees 28 minutes 08 seconds and an arc length of 7.54 feet; thence South 68 degrees 36 minutes 13 seconds West a distance of 74.57 feet; thence North 28 degrees 22 minutes 00 seconds West a distance of 137.78 feet to the North most corner of Lot 1413 of said "11TH PLAT";

thence North 58 degrees 17 minutes 09 seconds East a distance of 71.38 feet; thence North 23 degrees 56 minutes 26 seconds East a distance of 141.00 feet; thence North 02 degrees 23 minutes 51 seconds East a distance of 180.18 feet to a point of curvature; thence along a curve to the left having an initial tangent bearing of North 86 degrees 31 minutes 09 seconds East, a radius of 525.00 feet, a central angle of 06 degrees 08 minutes 24 seconds and an arc length of 56.26 feet; thence North 09 degrees 37 minutes 15 seconds West a distance of 50.00 feet to a point of curvature; thence along a curve to the left having an initial tangent bearing of North 80 degrees 22 minutes 54 seconds East, a radius of 475.00 feet, a central angle of 13 degrees 29 minutes 11 seconds and an arc length of 111.81 feet; thence North 66 degrees 53 minutes 34 seconds East a distance of 35.50 feet; thence North 03 degrees 02 minutes 40 seconds West a distance of 101.84 feet; thence North 24 degrees 50 minutes 43 seconds West a

distance of 128.29 feet; thence North 61 degrees 22 minutes 13 seconds West a distance of 94.29 feet; thence North 78 degrees 26 minutes 25 seconds West a distance of 88.29 feet; thence North 59 degrees 32 minutes 06 seconds East a distance of 68.68 feet; thence North 43 degrees 32 minutes 14 seconds East a distance of 254.74 feet; thence South 79 degrees 57 minutes 24 seconds East a distance of 106.19 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 175.00 feet, a central angle of 03 degrees 07 minutes 44 seconds and an arc length of 9.56 feet; thence South 76 degrees 49 minutes 41 seconds East a distance of 5.00 feet; thence North 13 degrees 10 minutes 19 seconds East a distance of 50.00 feet; thence South 76 degrees 49 minutes 41 seconds East a distance of 98.12 feet; thence North 14 degrees 29 minutes 17 seconds East a distance of 115.00 feet; thence North 61 degrees 04 minutes 56 seconds East a distance of 37.34 feet; thence South 76 degrees 49 minutes 41 seconds East a distance of 20.10 feet to a point on the West line of the said Southeast One-Quarter; thence North 03 degrees 13 minutes 08 seconds East, along the West line of the said Southeast One-Quarter a distance of 42.00 feet to the Point of Beginning, and containing 23.4885 acres. more or less.

SECTION 2. That the proprietor of the above described tract of land ("Proprietor") has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as "Winterset Valley, 12<sup>th</sup> Plat, Lots 1435 thru 1471 & Tracts A12 thru D12".

SECTION 3. That the roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares shall be dedicated as depicted on the plat. The City Council hereby authorizes the Director of Development Services, on behalf of the City of Lee's Summit, Missouri, to accept the land or easements dedicated to the City of Lee's Summit for public use and shown on the accompanying plat, upon the subdivider filing and recording a final plat in accordance with Article 7, Subdivisions, Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; which plat shall conform to the accompanying plat, and hereby authorizes acceptance of the public improvements required by this ordinance and Article 7 of the UDO of the City, upon the Director of Public Works certifying to the Director of Development Services and the City Clerk that the public improvements have been constructed in accordance with City standards and specifications.

SECTION 4. That the approval granted by this ordinance is done under the authority of Section 89.410.2 of the Revised Statutes of Missouri and Section 7.340 of the UDO because all subdivision-related public improvements required by the UDO have not yet been completed. In lieu of the completion and installation of the subdivision-related public improvements prior to the approval of the plat, the Proprietor has, in accordance with Section 7.340 of the UDO, deposited an **irrevocable Letter of Credit** to secure the actual construction and installation of said public improvements, and the City hereby accepts same. No building permit shall be issued until the required public improvements are available to each lot for which a building permit is requested in accordance with the Design and Construction Manual.

#### **BILL NO. 19-181**

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

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

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

SECTION 8. That the 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 "Winterset Valley, 12<sup>th</sup> Plat, Lots 1435 thru 1471 & Tracts A12 thru D12", attached hereto and incorporated herein by reference.

SECTION 10. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council for the, 2019.	e City of Lee's Summit, Missouri, this day of
ATTEST:	Mayor <i>William A. Baird</i>
City Clerk <i>Trisha Fowler Arcuri</i>	
APPROVED by the Mayor of said City t	this, 2019.
ATTEST:	Mayor William A. Baird
City Clerk <i>Trisha Fowler Arcuri</i>	
APPROVED AS TO FORM:	
City Attorney Brian W. Head	



# The City of Lee's Summit Action Letter

#### **Planning Commission**

Tuesday, July 10, 2018
5:00 PM
City Council Chambers
City Hall
220 SE Green Street
Lee's Summit, MO 64063

#### Call to Order

#### Roll Call

Present: 7 - Board Member Carla Dial

Board Member Jason Norbury Board Member Colene Roberts Board Member Dana Arth Board Member Donnie Funk Board Member Jeff Sims Board Member Jake Loveless

Absent: 2 - Board Member Don Gustafson

Board Member Herman Watson

Approval of Agenda

A motion was made by Board Member Funk, seconded by Board Member Roberts, that this Agenda be approved. The motion carried unanimously.

**Public Comments** 

There were no Public Comments at the meeting.

Approval of Consent Agenda

2018-2156 Appl. #PL2018-083 - VACATION OF EASEMENT - a 100' x 100' permanent

construction easement abutting Lots 539 and 540 of Eagle Creek, 12th Plat; City

of Lee's Summit, applicant

A motion was made by Board Member Funk, seconded by Board Member Sims, that this

application be approved. The motion carried unanimously.

2018-2154 Appl. #PL2018-107 - SIGN APPLICATION - Pearl Tavern, 1672 NW Chipman Rd;

Pearl Tavern, applicant

A motion was made by Board Member Funk, seconded by Board Member Sims, that this

application be approved. The motion carried unanimously.

TMP-0955 Appl. #PL2018-059 - FINAL PLAT - Winterset Valley, 12th Plat, Lots 1435 thru

1471 & Tracts A12 thru D12; Gale Communities, Inc., applicant

A motion was made by Board Member Funk, seconded by Board Member Sims, that this

application be approved. The motion carried unanimously.

2018-2137 Minutes of the June 26, 2018, Planning Commission meeting

A motion was made by Board Member Funk, seconded by Board Member Sims, that the Minutes be approved. The motion carried unanimously.

**Public Hearings** 

2018-2155

Appl. #PL2018-084 - PRELIMINARY DEVELOPMENT PLAN and Appl. #PL2018-085 - SPECIAL USE PERMIT for indoor/outdoor storage facility - Extra Space Lee's Summit, 700 SE Oldham Ct; WSKF Architects, Inc., applicant (continued to a date certain of July 24, 2018, at the applicant's request)

Chairperson Norbury opened the hearing at 5:03 p.m. and stated that Applications PL2018-084 and PL2018-085 were continued to a date certain of July 24, 2018 at the applicant's request. He asked for a motion to continue.

Ms. Dial made a motion to continue Applications PL2018-084 and PL2018-085 to a date certain of July 24, 2018. Mr. Funk seconded.

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

A motion was made by Board Member Dial, seconded by Board Member Funk, that this application be continued to a date certian of July 24, 2018, at the applicant's request. The motion carried unanimously.

2018-2152

Appl. #PL2018-087 - PRELIMINARY DEVELOPMENT PLAN - The Reserve at Stoney Creek subdivision pool, 1401 SW Stoney Brook Cir; Engineering Solutions, LLC, applicant

Chairperson Norbury opened the hearing at 5:05 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Matt Schlicht of Engineering Solutions gave his business address as 50 SE 30th Street in Lee's Summit. He displayed an image of the plat showing the proposed swimming pool for the Reserve at Stoney Creek subdivision. This was the same as Manor at Stoney Creek and Parkwood Stoney Creek. This particular phase was the second plat for Reserve At Stoney Creek. The pool and clubhouse would be on a large tract on the south side of Stoney Brook Drive left as a common area for future development. Some residents and neighbors had concerns about the direct access to Stoney Brook Drive, preferring Stoney Creek Drive as an access. The applicant had made that the plan, but this had required a modification since Stoney Creek was a residential collector. A second requested modification was to the medium impact screen that would be required for a pool located next to residential property; however, the configuration made locating the screening the south-southeastern part of the parking lot more effective. The applicant agreed with staff's two Recommendation Items, which addressed these modifications.

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

Mr. McGuire entered Exhibit (A), list of exhibits 1-13 into the record. He stated that the proposed pool and the 2,300 square foot clubhouse would be on 2.62 acre common area at 1401 SW Stoney Brook Circle. The City did not typically require a preliminary development plan for a subdivision swimming pool in R-1 zoning; however, it was necessary in this case since the applicant was requesting two modifications. Staff supported both modifications. He then displayed elevations of the proposed clubhouse.

Following \*'s comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. Materials to be used included stone veneer, stucco and composition shingles. The applicant proposed vehicle access from SW Stoney Creek Drive, which was a residential collector; the former plan had the access from Stoney Brook Circle which was a local residential street. The UDO stated that "access to individual lots shall not be allowed from an arterial or collector street when access from a local or access street is available. In the absence of a local or access street the lot shall only have access from a street with the lowest functional classification." The applicant asked for this modification at the request of residents who lived north of the proposed pool site. They wanted to minimize traffic on Stoney Brook Circle; and staff considered the proposed access from Stoney Creek Drive would be more pedestrian-friendly and still provide for a safe traffic flow.

The UDO allowed subdivision swimming pools on platted tracts or common areas by right, if a medium-impact screen was provided along any property line adjacent to a residence. The requested modification to this requirement was to allow that buffer on the interior of the property. This would be adjacent to the east side of the parking lot and driveway. An existing sanitary sewer line and easement were located on the eastern lot line, the screening could not be located there. The proposed location for the screening would meet the UDO intent and still screen the pool and parking lot from adjacent homes.

The access driveway would be within a required stream buffer. The Design and Construction Manual's Section 5600 required buffers; the size of which would be determined by the size of the drainage basin. It did also allow for smaller buffers in specific areas where the provision for was impractical and bank stability had been addressed. Staff considered the location of the driveway to have a minimum impact, and believed that the intent of the requirement was met. Bank stability concerns would be addressed later, at the final development plan stage. Staff recommended approval of the plan, subject to the two Recommendation Items addressing the requested modifications.

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 opened the hearing for Commissioners' questions for the applicant or staff.

Ms. Roberts wanted to know if any additional stormwater project management plans being added to the project to offset additional runoff, since the development was moving inside the stream buffer and adding to the its impervious coverage. Mr. Schlicht replied that actually there had been discussions over whether there should be a stream buffer. They had built a large concrete box culvert during the Reserve At Stoney Creek first plat; so the affected area was limited to directly south of the pool site. There was not really a stream or anything in that area. Additionally the water draining off the pool site would drain directly into the existing detention pond. Ms. Roberts emphasized that she was arguing on the side of protecting the stream, so she would be looking for any additional protections; and Mr. Schlicht emphasized that no water would be draining from the site directly into the stream or its buffer area. They did not intend to add anything to offset the increased percentage of impervious coverage, as this area was included in the original study.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:17 p.m. and asked for discussion among the Commission members, or for a motion.

Mr. Funk made a motion to recommend approval of Application PL2018-084, Preliminary Development Plan, The Reserve at Stoney Creek subdivision pool, 1401 SW Stoney Brook Circle; Engineering Solutions, LLC, applicant; subject to staff's letter of July 20, 2018, specifically Recommendation Items 1 and 2. Ms. Arth seconded.

# Planning Commission Action Letter July 10, 2018

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

A motion was made by Board Member Funk, seconded by Board Member Arth, that this application be recommended for approval to the City Council - Regular Session, due back on 8/2/2018. The motion was carried by the following vote:

Aye: 6 - Board Member Dial

Board Member Norbury Board Member Arth Board Member Funk Board Member Sims Board Member Loveless

Nay: 1 - Board Member Roberts

Absent: 2 - Board Member Gustafson

**Board Member Watson** 

Other Agenda Items

There were no other agenda items at the meeting.

Roundtable

There were no roundtable items presented at the meeting.

Adjournment

There being no further business, Chairperson Norbury adjourned the meeting at  $5:15\ P.M.$ 

For your convenience, Planning Commission agendas, as well as videos of Planning Commission meetings, may be viewed on the City's Legislative Information Center website at "Ismo.legistar.com"

# City of Lee's Summit

#### **Development Services Department**

July 10, 2018

TO: Planning Commission

PREPARED BY: Hector Soto, Jr., AICP, Current Planning Manager

RE: Appl. #PL2018-059 - FINAL PLAT - Winterset Valley, 12<sup>th</sup> Plat, Lots

1435 thru 1471 & Tracts A12 thru D12; Gale Communities, Inc.,

applicant

#### Commentary

This final plat is for an additional 37 lots and four (4) common area tracts on approximately 23 acres of the Winterset Valley subdivision. The proposed final plat is consistent with the preliminary plat. The density is lower than the R-1 (Single-family Residential) district maximum.

- 37 lots and 4 common area tracts on 23.5 acres
- 1.57 units per acre including common area
- 2.53 units per acre excluding common area
- 4.0 units per acre maximum allowable density in R-1 (single-family residential)

#### **Subdivision-Related Public Improvements**

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

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

#### Recommendation

Staff recommends APPROVAL of the final plat.

#### **Zoning and Land Use Information**

**Location:** approximately ½ mile east of NW View High Dr and ¼ mile north of SW 3<sup>rd</sup> St

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

Surrounding zoning and use:

**North:** AG (Agricultural) – developed and undeveloped large acreage parcels

**South:** R-1 (Single-Family Residential District) – single-family residential (existing Winterset

Valley phases)

East: R-1 (Single-Family Residential District) – single-family residential (existing Winterset

Valley phases)

**West:** AG – developed and undeveloped large acreage parcels; R-1 – future Winterset Valley phase; and PMIX – future Village at View High development

#### **Project Information**

Current Use: vacant ground

Proposed Use: single-family residentialLand Area: 23.49 acres (1,023,224 sq. ft.)Number of Lots: 37 + 4 common area tracts

#### **Process**

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

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

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

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

#### **Unified Development Ordinance**

Applicable Section(s)	Description
5.090	R-1 (Single-Family Residential District)
16.140, 16.150	Final Plats

#### **Background**

- June 6, 1967 The Board of Alderman approved the rezoning (Appl.#1967-011) from A (Agriculture) to R-1 (Single-family Residential) for 320 acres located at the northeast corner of 3<sup>rd</sup> Street and View High Drive for Still Meadow Farm. A plat (Appl. #1967-040) was submitted but never finalized.
- 2003-2014 Preliminary and final plats have been approved for Winterset Valley, 1<sup>st</sup> through 10<sup>th</sup> Plats.
- April 11, 2017 The Planning Commission approved the preliminary plat (Appl. #PL2017-015) for Winterset Valley, 11<sup>th</sup> Plat plus future plats.
- December 14, 2017 The City Council approved the final plat (Appl. #PL2016-173) for Winterset Valley, 11<sup>th</sup> Plat, Lots 1392A, 1411 thru 1434 & Tract A11 by Ordinance No. 8307.

#### **Analysis of Final Plat**

**Stormwater Detention.** The proposed development is not allowed to cause a water surface elevation "rise" in the downstream channel for adjacent properties. Therefore the applicant has agreed to analyze the natural channel cross-section downstream of the subject plat as it

crosses the corner of an adjacent parcel. They will determine the existing flows in the channel and compare to proposed runoff considering the improvements of the 12<sup>th</sup> plat. If there is a rise in the channel, they will either construct a (temporary) dry detention basin in Tract D12, or revise the proposed storm sewers to divert more flow to the eastern tributary of the same creek. When the next phase (plat) is constructed, the applicant will need to satisfy the same requirement with the construction of a permanent wet-bottom basin in Tract D12. The permanent basin will also be required to detain for the "water quality" storm.

#### **Code and Ordinance Requirements to be met Following Approval**

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

#### **Engineering**

- All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final plat and approved prior to the approval of the final plat. All public infrastructure must be substantially complete, prior to the issuance of any building permits.
- 2. A Master Drainage Plan (MDP) shall be submitted and approved in accordance with the City's Design and Construction Manual for all areas of the development, including all surrounding impacted areas, along with the engineering plans for the development. The MDP shall address drainage level of service issues on an individual lot basis.
- A Land Disturbance Permit shall be obtained from the City if ground breaking will take place
  prior to the issuance of an infrastructure permit, building permit, or prior to the approval of
  the Engineering Plans.
- 4. All permanent off-site easements, in a form acceptable to the City, shall be executed and recorded with the Jackson County Recorder of Deeds prior to the issuance of a Certificate of Substantial Completion or approval of the final plat. A certified copy shall be submitted to the City for verification.
- 5. A restriction note shall be included on the final plat stating: "Individual lot owner(s) shall not change or obstruct the drainage flow paths on the lots, as shown on the Master Drainage Plan, unless specific application is made and approved by the City Engineer."
- 6. All ADA sidewalk ramps shall be constructed by the developer at the time the street is constructed.
- All sidewalks adjacent to a common area tract, unplatted land or any land where no structure is intended to be built, and is required, shall be constructed by the developer at the time the street is constructed.

#### Planning

- 8. No final plat shall be recorded by the developer until the Director of Planning and Special Projects and the City Attorney have reviewed and approved the declaration of covenants and restrictions pertaining to common property as prepared in accordance with Section 5.520 of the UDO, and until the Director has received certification from the Missouri Secretary of State verifying the existence and good standing of the property owners' association required by Section 5.510 of the UDO. In addition, the approved Declaration of Covenants, Conditions and Restrictions shall be recorded prior to the recording of the final plat.
- 9. A final plat shall be approved and recorded prior to any building permits being issued.

#### Attachments:

- Final Plat, date stamped May 22, 2018 3 pages
   Location Map

**CHIPMAN RD** 

NW1/4

	COORDINATE	LIST	(	COORDINATE	LIST
Point #	Northing	Easting	Point #	Northing	Easting
1	1002555.7593	2805530.9241	28	1001299.4452	2805065.1403
2	1003218.4000	2805571.6815	29	1001345.1701	2805044.9109
3	1003198.9529	2805991.8947	30	1001342.2687	2805037.9514
4	1003016.6078	2805847.1349	31	1001315.0635	2804968.5191
5	1002921.4871	2805814.9132	32	1001436.3009	2804903.0573
6	1002593.9387	2806007.1039	33	1001473.8246	2804963.7797
7	1002412.0624	2806044.4947	34	1001602.6939	2805020.9961
8	1002320.9502	2806053.2304	35	1001782.7194	2805028.5335
9	1002271.0059	2806050.8710	36	1001789.1346	2805084.3990
10	1002269.3543	2806085.8320	37	1001838.4314	2805076.0427
11	1002129.5102	2806079.2255	38	1001869.8591	2805183.0731
12	1002142.3777	2805804.9641	39	1001883.7898	2805215.7219
13	1002130.2559	2805693.4208	40	1001985.4842	2805210.3134
14	1002005.4367	2805717.7071	41	1002101.8976	2805156.4111
15	1001955.9106	2805724.5750	42	1002147.0755	2805073.6515
16	1001957.3730	2805735.4975	43	1002164.7681	2804987.1504
17	1001830.6352	2805751.8623	44	1002199.5907	2805046.3500
18	1001820.1531	2805695.2139	45	1002384.2565	2805221.8188
19	1001736.4720	2805693.9890	46	1002365.7380	2805326.3812
20	1001552.5709	2805676.8292	47	1002363.8154	2805335.7409
21	1001569.1636	2805499.0055	48	1002362.6760	2805340.6093
22	1001542.2661	2805496.4957	49	1002411.3606	2805352.0031
23	1001531.6693	2805495.2992	50	1002389.0019	2805447.5399
24	1001548.6314	2805367.3707	51	1002500.3448	2805476.3106
25	1001471.3444	2805347.9574	52	1002518.4019	2805508.9968
26	1001248.8999	2805261.7067	53	1002513.8221	2805528.5657

27 | 1001187.0907 | 2805150.2548

LOT#	AREA (SF)	LOT#	AREA (SF)			
1435	10,705.72	1456	14,026.11			
1436	11,241.21	1457	10,958.31			
1437	12,043.24	1458	12,060.06			
1438	15,492.33	1459	10,980.61			
1439	10,282.95	1460	17,496.03			
1440	11,346.71	1461	12,203.14			
1441	16,517.21	1462	12,297.32			
1442	17,772.90	1463	12,075.81			
1443	15,136.27	1464	12,256.61			
1444	13,301.41	1465	14,840.89			
1445	12,671.85	1466	13,002.02			
1446	13,102.68	1467	12,670.76			
1447	12,608.00	1468	14,764.03			
1448	12,420.40	1469	14,998.70			
1449	13,544.53	1470	14,624.94			
1450	13,300.05	1471	21,342.08			
1451	11,919.93	TRACT A12	178.27			
1452	14,546.72	TRACT B12	178.27			
1453	12,467.78	TRACT C12	302,441.38			
1454	12,358.03	TRACT D12 83,515.39				
1455	14,394.02					

# **LEGEND:**

FOUND 1/2" REBAR **UNLESS OTHERWISE NOTED** MONUMENT AS NOTED

SET 1/2" REBAR W/LS-8859-F CAP **BUILDING LINE** 

RIGHT-OF-WAY - SANITARY SEWER EASEMENT - UTILITY EASEMENT

MEASURED - PLATTED **EXISTING LOT AND PROPERTY LINES** 

---- EXISTING PLAT LINES — — 5' SIDEWALK "S/W"

3RD ST **SECTION 3-47-32 LOCATION MAP** TRACT C12 POINT OF BEGINNING CENTER OF SEC. 3-47-32 42.00' S76°49'41"E 20.10' MATCH LINE: SEE SHEET 3 MATCH LINE: SEE SHEET 2 37.34' S76°49'41"E N13°10'19"E 5' SIDEWALK — #46-S02°42'17"W L=9.56' **NW AUDUBON LN** 50.00' TB=S79°57'24"E #47-S76°49'41"E 35.00' TRACT D12 1443 1445 1444 1446 N78°26'25"W 1454 #13~ WINTERSET VALLEY 7TH PLAT N61°22'13"W 1441 1440 1455 N66°53'34"E NW THOREAU DR 35.50' S07°53'42"E TRACT A12
SEE SHEET #3 R=475.00' L=111.81' Δ=13°29'11" ITB=N80°22'45"E I = 11.02'SEE SHEET #3 Δ=0°32'15" 1439 ITB=N82°06'18"E N09°37'15"W 1456 R=525.00' -#39 L=56.26' Δ=6°08'24" S79°31'00"W ITB=N86°31'09"E 57.61' 1460 S00°50'19"W 1437 1457 **−#36** 83.69' 1471 5' SIDEWALK 1436 1458 (TYP) 1470 DR 1469 -#22 <sup>27.01</sup>' 1463 S14°06'01"W R=275.00' 71.38' #33 79.69' -L=10.66' 1468 1464 74.57' 1466 R=175.00' L=7.54' Δ=2°28'08" B=S66°08'05"W SCALE: 1" = 100' N23°51'55"W SE CRN. SE 1/4, SEC. 3-47-32 WINTERSET VALLEY 11TH PLAT 3" ALUMINUM MONUMENT BOX

S87°21'01"E 420.66'

# FINAL PLAT OF WINTERSET VALLEY 12TH PLAT LOTS 1435 THRU 1471 & TRACTS A12 THRU D12

# PART OF THE NE 1/4, SE 1/4 AND SW 1/4 OF SEC. 3-47-32 IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

#### **DESCRIPTION:**

Part of the Northeast One-Quarter, Southeast One-Quarter and Southwest One-Quarter of Section 3, Township 47 North, Range 32 West, in the City of Lee's Summit, Jackson County, Missouri and being

Beginning at the Southwest of said Northeast One-Quarter; thence North 03 degrees 31 minutes 11 seconds East, along the West line of the said Northeast One-Quarter a distance of 663.89 feet; thence South 87 degrees 21 minutes 01 seconds East a distance of 420.66 feet to a corner point on West line of Tract D8, "WINTERSET VALLEY 8TH PLAT";

thence along the West line of said "8TH PLAT" for the following eight courses, South 38 degrees 26 minutes 43 seconds West a distance of 232.82 feet; thence South 18 degrees 42 minutes 49 seconds West a distance of 100.43 feet; thence South 30 degrees 24 minutes 09 seconds East a distance of 379.77 feet; thence South 11 degrees 37 minutes 02 seconds East a distance of 185.68 feet; thence South 05 degrees 28 minutes 36 seconds East a distance of 91.53 feet; thence South 02 degrees 42 minutes 17 seconds West a distance of 50.00 feet; thence South 87 degrees 17 minutes 43 seconds East a distance of 35.00 feet;

thence South 02 degrees 42 minutes 17 seconds West a distance of 140.09 feet (Platted 140.00 feet) to the Southwest corner of Lot 1335 of said "8th PLAT" said point being on the North line of Lot 1334 "WINTERSET VALLEY 7TH PLAT":

thence along the North and West lines of said "7TH PLAT" for the following nine courses, North 87 degrees 17 minutes 43 seconds West a distance of 274.56 feet; thence South 83 degrees 47 minutes 52 seconds West a distance of 112.20 feet; thence South 11 degrees 00 minutes 38 seconds East a distance of 127.16 feet; thence South 07 degrees 53 minutes 42 seconds East a distance of 50.00 feet to a point of curvature; thence along a curve to the right having an initial tangent bearing of North 82 degrees 06 minutes 18 seconds East, a radius of 1175.00 feet, a central angle of 00 degrees 32 minutes 15 seconds and an arc length of 11.02 feet; thence South 07 degrees 21 minutes 27 seconds East a distance of 127.79 feet; thence South 79 degrees 31 minutes 00 seconds West a distance of 57.61 feet; thence South 00 degrees 50 minutes 19 seconds West a distance of 83.69 feet; thence South 05 degrees 19 minutes 51 seconds West a distance of 184.70 feet to the Southwest corner of Lot 1327 of said "7TH PLAT", said point also being the Northeast corner of "WINTERSET VALLEY 11TH PLAT"; thence along the North line of said "11TH PLAT" for the following twelve courses, North 84 degrees 40 minutes 09 seconds West a distance of 178.60 feet; thence South 05 degrees 19 minutes 51

seconds West a distance of 27.01 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 275.00 feet, a central angle of 02 degrees 13 minutes 19 seconds and an arc length of 10.66 feet; thence North 82 degrees 26 minutes 50 seconds West a distance of 129.05 feet; thence South 14 degrees 06 minutes 01 seconds West a distance of 79.69 feet; thence South 21 degrees 11 minutes 36 seconds West a distance of 238.58 feet; thence South 60 degrees 59 minutes 17 seconds West a distance of 127.44 feet; thence North 37 degrees 08 minutes 45 seconds West a distance of 140.95 feet; thence North 23 degrees 51 minutes 55 seconds West a distance of 50.00 feet to a point of curvature; thence along a curve to the right having an initial tangent bearing of South 66 degrees 08 minutes 05 seconds West, a radius of 175.00 feet, a central angle of 02 degrees 28 minutes 08 seconds and an arc length of 7.54 feet; thence South 68 degrees 36 minutes 13 seconds West a distance of 74.57 feet; thence North 28 degrees 22 minutes 00 seconds West a distance of 137.78 feet to the North most corner of Lot 1413 of said "11TH PLAT"; thence North 58 degrees 17 minutes 09 seconds East a distance of 71.38 feet; thence North 23 degrees 56 minutes 26 seconds East a distance of 141.00 feet; thence North 02 degrees 23 minutes 51 seconds East a distance of 180.18 feet to a point of curvature; thence along a curve to the left having an initial tangent bearing of North 86 degrees 31 minutes 09 seconds East, a radius of 525.00 feet, a central angle of 06 degrees 08 minutes 24 seconds and an arc length of 56.26 feet; thence North 09 degrees 37 minutes 15 seconds West a distance of 50.00 feet to a point of curvature; thence along a curve to the left having an initial tangent bearing of North 80 degrees 22 minutes 54 seconds East, a radius of 475.00 feet, a central angle of 13 degrees 29 minutes 11 seconds and an arc length of 111.81 feet; thence North 66 degrees 53 minutes 34 seconds East a distance of 35.50 feet; thence North 03 degrees 02 minutes 40 seconds West a distance of 101.84 feet; thence North 24 degrees 50 minutes 43 seconds West a distance of 128.29 feet; thence North 61 degrees 22 minutes 13 seconds West a distance of 94.29 feet; thence North 78 degrees 26 minutes 25 seconds West a distance of 88.29 feet; thence North 59 degrees 32 minutes 06 seconds East a distance of 68.68 feet; thence North 43 degrees 32 minutes 14 seconds East a distance of 254.74 feet; thence South 79 degrees 57 minutes 24 seconds East a distance of 106.19 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 175.00 feet, a central angle of 03 degrees 07 minutes 44 seconds and an arc length of 9.56 feet; thence South 76 degrees 49 minutes 41 seconds East a distance of 5.00 feet; thence North 13 degrees 10 minutes 19 seconds East a distance of 50.00 feet; thence South 76 degrees 49 minutes 41 seconds East a distance of 98.12 feet; thence North 14 degrees 29 minutes 17 seconds East a distance of 115.00 feet; thence North 61 degrees 04 minutes 56 seconds East a distance of 37.34 feet; thence South 76 degrees 49 minutes 41 seconds East a distance of 20.10 feet to a point on the West line of the said Southeast One-Quarter; thence North 03 degrees 13 minutes 08 seconds East, along the West line of the said Southeast One-Quarter a distance of 42.00 feet to the Point of Beginning, and containing 23.4885 acres, more or less.

The undersigned owners of the property described herein have caused the same to be subdivided in the manner shown on this plat and the property shall hereafter be known as "WINTERSET VALLEY 12TH PLAT, LOTS 1435 THRU 1471 & TRACTS A12 THRU D12".

Streets: Roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares

Easements: An easement or license is hereby granted to the City of Lee's Summit, Missouri, to locate, construct and maintain, or to authorize the location, construction and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, 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.

An easement or license is hereby granted to the City of Lee's Summit, Missouri, to locate, construct and maintain, or to authorize the location, construction and maintenance of sanitary sewer upon, over, or under those areas outlined or designated upon this plat as "Sanitary Sewer Easement" (S/E).

Grantors, on behalf of themselves, their heirs, their assigns and successors in interest, hereby waives, to the fullest extent allowed by law, including, without limitation, Section 527.188 RSMo. (2006) any right to request restoration of rights previously transferred and vacation of the easements herein granted.

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

The use of all tracts, lots, units and properties in this subdivision shall hereafter be subject to the covenants and restrictions, which instruments are to be recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, as provided above, and which shall hereby become a part of the dedication of this plat as though set forth herein.

**DRAINAGE NOTE**: Individual lot owner/s shall not change or obstruct the drainage flow lines on the lots as shown by the MASTER DRAINAGE PLAN for WINTERSET VALLEY, 12TH PLAT, unless specific application is made and approved by the city engineer.

Tracts A12 THRU D12 are common area to owned and maintained by the Winterset Park Community Association. During the period in which the developer maintains effective control of the board of condominium or property owners association, or other entity approved by the Governing Body, the developer shall remain jointly and severally liable for the maintenance obligations of the condominium or property owners association

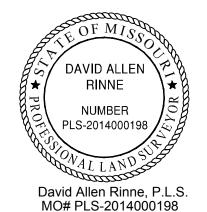
All storm water conveyance, retention or detention facilities if any to be located on common property shall be owned and maintained by the property owners association in accordance with the standards set forth in the Covenants, Conditions, and Restrictions. Refer to the Covenants, Conditions and Restrictions associated with this development for requirements

# SURVEYORS NOTES:

each interior lot line.

- The bases of bearing and coordinates are base on the Missouri Coordinate System of 1983, West Zone (2003 Adjustment) with a Grid Factor of 0.99990164.
- Monumentation will be set upon completion of the construction activities within this plat or within 12 months following the recording of this plat, whichever is earlier. 1/2" rebar with caps will be set as shown and at all lot corners. Curb are notched at the prolongation of
- FLOOD NOTE: This Property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain as shown on the Flood Insurance Rate Map 29095C0412G, Revised January 20, 2017.
- GAS AND OIL WELL NOTE: Based on the geologic data on Missouri Department of Natural Resources web site there are no known wells on the site.

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED IN MARCH, 2018 AND THAT SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. THE DETAILS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



This is to certify that the within plat of "WINTERSET VALLEY 12TH PLAT, LOTS 1435 THRU 1471 & TRACTS A12 THRU D12" was submitted to and duly approved by the Mayor and City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day , 20\_\_\_ by Ordinance No.

William A. Baird, - Mayor Trisha Fowler Arcuri - City Clerk

Dana Arth - Planning Commission Sec. George M. Binger, III, P.E. - City Engineer Date

Robert G. McKay, AICP - Director of Planning and Special Projects Jackson County Assessor/GIS Dept.

GALE COMMUNITIES, INC. G. DAVID GALE, PRESIDENT 400 SW LONGVIEW BLVD. SUITE 109 LEE'S SUMMIT, MO 64081

DEVELOPER:

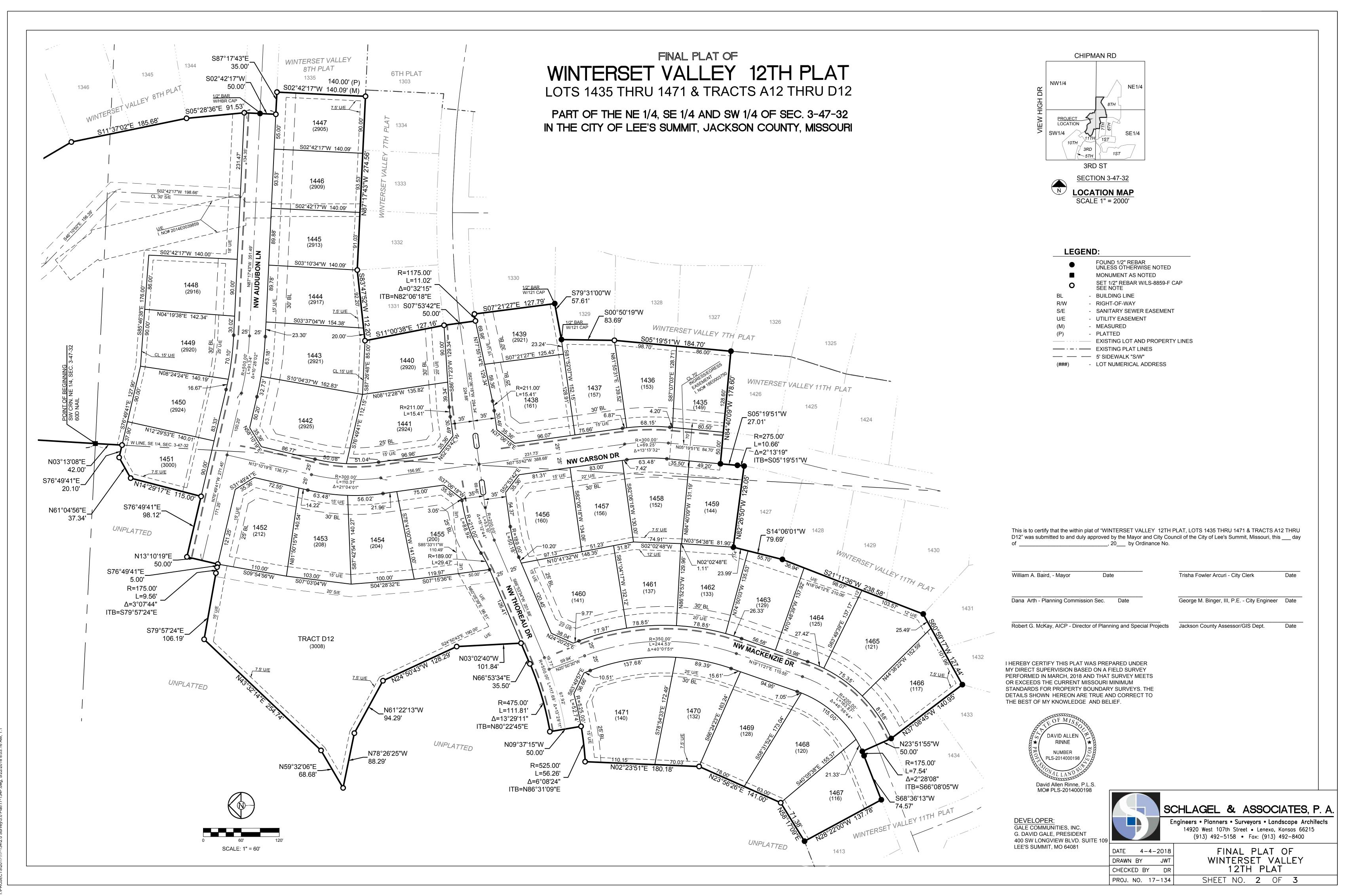


DRAWN BY

SCHLAGEL & ASSOCIATES, P. A Engineers • Planners • Surveyors • Landscape Architects 14920 West 107th Street • Lenexa, Kansas 66215

(913) 492-5158 • Fax: (913) 492-8400 FINAL PLAT OF DATE 4-4-2018 WINTERSET VALLEY JWT 12TH PLAT CHECKED BY DR

SHEET NO. 1 OF 3 PROJ. NO. 17-134



# FINAL PLAT OF WINTERSET VALLEY 12TH PLAT LOTS 1435 THRU 1471 & TRACTS A12 THRU D12

PART OF THE NE 1/4, SE 1/4 AND SW 1/4 OF SEC. 3-47-32 IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

**OWNERSHIP AFFIDAVIT:** 

STATE OF MISSOURI

COUNTY OF JACKSON

Notary Public

Print Name

My Commission Expires:\_

Comes now G. DAVID GALE, MANAGING MEMBER of, WINTERSET 6, L.L.C. a Missouri Company,

described in the proposed plat, titled "WINTERSET VALLEY 12TH PLAT, LOTS 1435 THRU 1471 &

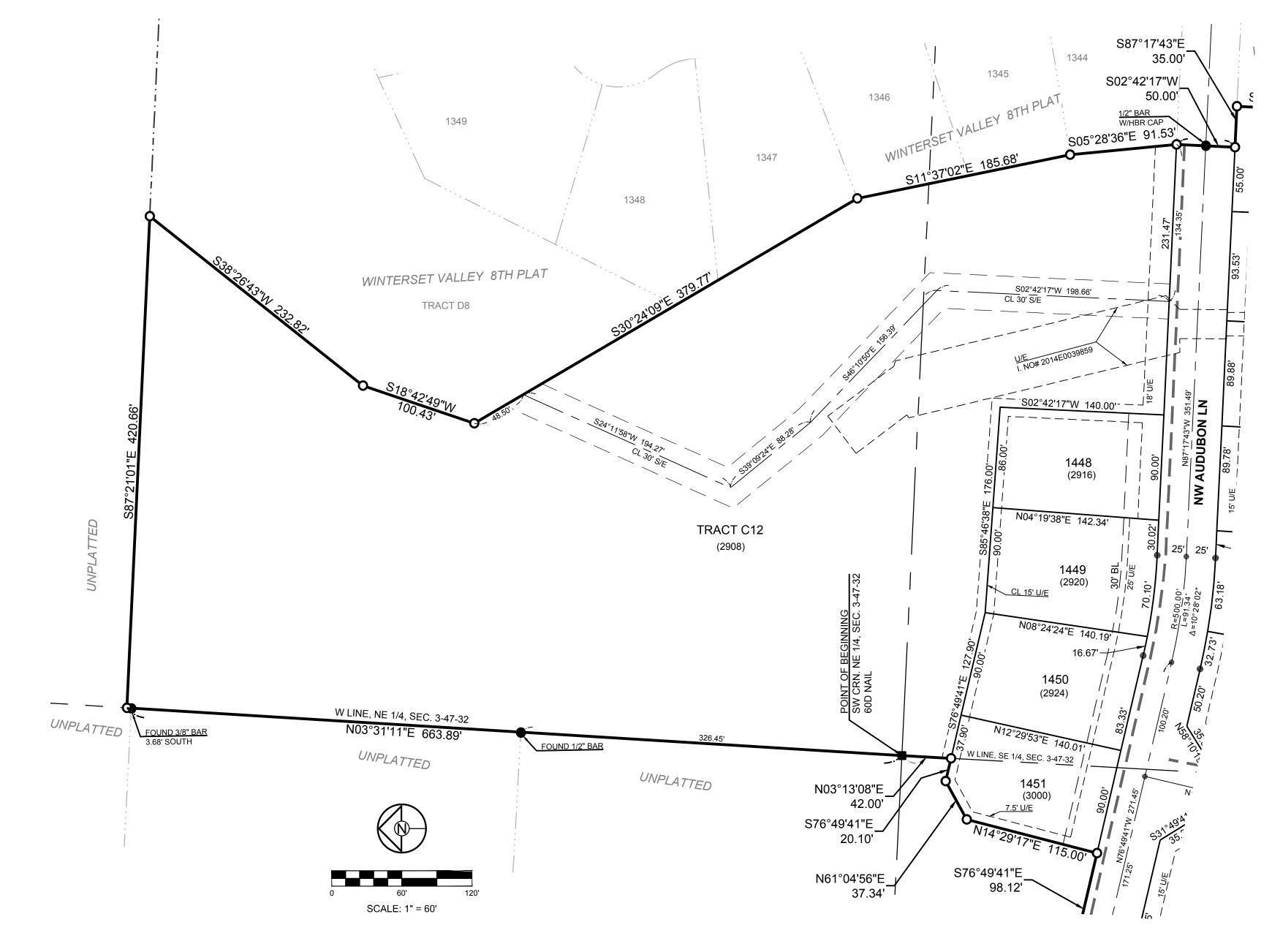
TRACTS A12 THRU D12" and acknowledges the submission of the application for subdivision of said

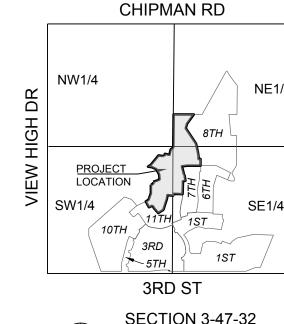
G. DAVID GALE

who being duly sworn upon his oath, does state that he is the part owner of the property legally

property under the City of Lee's Summit Unified Development Ordinance.

Subscribed and sworn to before me this this \_\_\_\_ day of \_







#### **OWNERSHIP AFFIDAVIT:**

STATE OF MISSOURI COUNTY OF JACKSON

Comes now G. DAVID GALE a MEMBER of , WINTERSET 7, L.L.C.. a Missouri Company, who being duly sworn upon his oath, does state that he is the part owner of the property legally described in the proposed plat, titled "WINTERSET VALLEY 12TH PLAT, LOTS 1435 THRU 1471 & TRACTS A12 THRU D12" and acknowledges the submission of the application for subdivision of said property under the City of Lee's Summit Unified Development Ordinance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_

G. DAVID GALE Subscribed and sworn to before me this this \_\_\_\_ day of \_

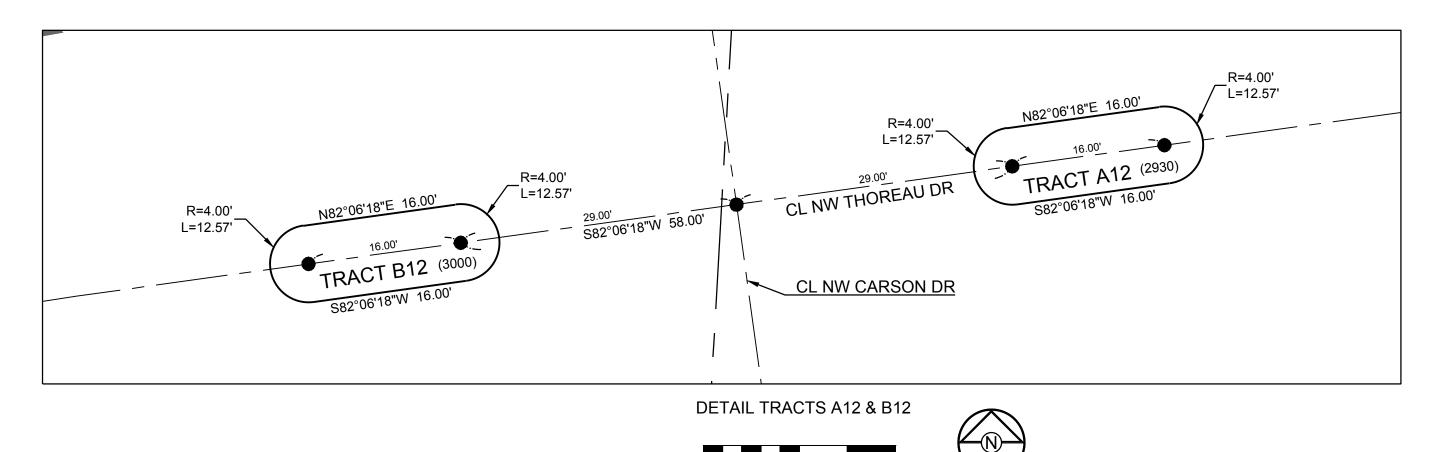
Notary Public Print Name

My Commission Expires:

This is to certify that the within plat of "WINTERSET VALLEY 12TH PLAT, LOTS 1435 THRU 1471 & TRACTS A12 THRU D12" was submitted to and duly approved by the Mayor and City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day \_\_, 20\_\_\_ by Ordinance No.

William A. Baird, - Mayor Trisha Fowler Arcuri - City Clerk Dana Arth - Planning Commission Sec. Date George M. Binger, III, P.E. - City Engineer Date

Robert G. McKay, AICP - Director of Planning and Special Projects Jackson County Assessor/GIS Dept.



SCALE: 1" = 10'

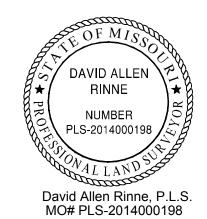
# LEGEND:

FOUND 1/2" REBAR UNLESS OTHERWISE NOTED MONUMENT AS NOTED SET 1/2" REBAR W/LS-8859-F CAP SEE NOTE **BUILDING LINE** - RIGHT-OF-WAY

 SANITARY SEWER EASEMENT UTILITY EASEMENT - MEASURED - PLATTED

EXISTING LOT AND PROPERTY LINES — · – · — EXISTING PLAT LINES — 5' SIDEWALK "S/W" - LOT NUMERICAL ADDRESS

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED IN MARCH, 2018 AND THAT SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. THE DETAILS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DEVELOPER: GALE COMMUNITIES, INC. G. DAVID GALE, PRESIDENT 400 SW LONGVIEW BLVD. SUITE LEE'S SUMMIT, MO 64081



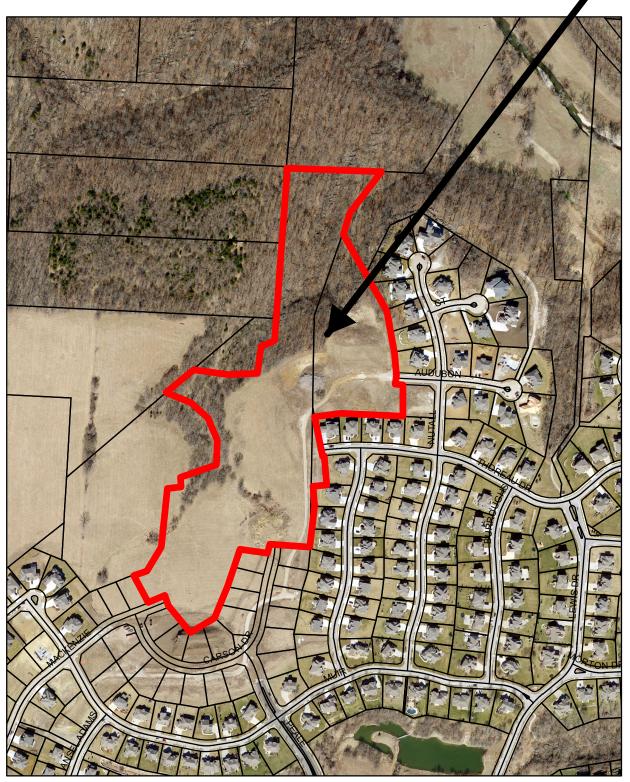
SCHLAGEL & ASSOCIATES, P. A Engineers • Planners • Surveyors • Landscape Architects 14920 West 107th Street • Lenexa, Kansas 66215

(913) 492-5158 • Fax: (913) 492-8400 FINAL PLAT OF DATE 4-4-2018 WINTERSET VALLEY DRAWN BY JWT CHECKED BY DR

PROJ. NO. 17-134

12TH PLAT SHEET NO. 3 OF 3

# Appl. #PL2018-059 FINAL PLAT Winterset Valley, 12th Plat Gale Communities, Inc., applicant





# SCHLAGEL & ASSOCIATES, P.A.

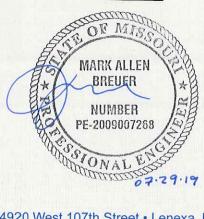
Engineers • Planners • Surveyors • Landscape Architects

#### <u>Winterset Valley 12th Plat Estimate of Punch list items</u> <u>Date: 7-29-19</u>

No	No. Punch list Item		Unit	<u>Unit Rate</u>			<u>Total</u>
1	8" PVC C-900 WATER LINE & FITTINGS	2,161.00	LF		40.00	_	
2	12" PVC C-900 WATER LINE & FITTINGS	866	LF LF		40.00		100000 N. W. C.
3	CONNECT TO EXISTING WATER LINE	4	Each	,		1.00	
4	VALVES ON MAIN LINE	10	Each			953	
5	FIRE HYDRANT ASSEMBLY	7	Each			7.1	
6	INLINE TEMPORARY HYDRANT	2	Each	Ş		\$	18,200.00
	Water Total	2	Each	÷	1,878.00	\$ <b>\$</b>	3,756.00 <b>173,500.00</b>
_							
7	MOBILIZATION & LAYOUT	1	LS	\$	31,660.00	\$	31,660.00
8	CLEARING	1	LS	\$	15,000.00	\$	15,000.00
9	CONNECT TO EXISTING MH	1	Each	\$	5,000.00	\$	5,000.00
10	8" PVC SDR26 SEWER	1,373.00	LF	\$	75.00	\$	102,975.00
11	10" PVC SDR26 SEWER	879	LF	\$	85.00	\$	74,715.00
12	4' DIAMETER STANDARD MANHOLE	4	Each	\$	8,500.00	\$	34,000.00
13	4' DIAMETER DROP MANHOLE	3	Each	\$	9,500.00	\$	28,500.00
14	SEED & MULCH	1.5	AC	\$	1,500.00	\$	2,250.00
	Offsite Sanitary Sewer					\$	294,100.00
15	6" PVC SDR26 SEWER	1,516.00	LF	\$	28.00	\$	42,448.00
16	8" PVC SDR26 SEWER	2,662.00	LF	\$	34.50	\$	91,839.00
17	8" X 6" WYE & CONCRETE TRENCH CHECK	37	Each	\$	350.00	\$	12,950.00
18	CLEAN OUT	1	Each	\$	293.00	\$	293.00
19	4' DIAMETER MANHOLE	14	Each	\$	4,350.00	\$	60,900.00
	Onsite Sanitary Sewer		Lucii	7	1,550.00	\$	208,430.00
20	ADA Ramps						
21	Backfill & Final Grading	2	EA	\$	1,950.00	\$	3,900.00
22	Seed and Mulch	1.00	LS	\$	2,500.00	\$	2,500.00
23	Install all street signs according to the plans.	4	AC	\$	1,500.00	\$	6,000.00
24	Clean up storm boxes & debris that may be on the sit	1	LS	\$	2,600.00	\$	2,600.00
	Remove Erosion Control	1	LS	\$	500.00	\$	500.00
	Remove Erosion Control	400	LF	\$	1.25	\$	500.00

**Grand Total** 

\$ 692,030.00





IRREVOCABLE STANDBY LETTER OF CREDIT NO. 28368-0899
July 25, 2019

City of Lee's Summit
Finance Department
Attn: Bettte Wordelman, Finance Director
220 SW Green Street
Lee's Summit, MO 64063

Issue Date: July 25, 2019

Expiration Date: January 25, 2020

We hereby issue our IRREVOCABLE STANDBY LETTER OF CREDIT ("Letter of Credit") in your favor for the account of Emery Sapp & Sons, Inc. ("Obligee") for a maximum aggregate amount not exceeding Six Hundred Ninety-two Thousand Thirty Dollars and no cents (\$692,030.00) representing the following: Development ("Improvements") required for Winterset Valley 12 ("Project") and according to engineer's estimated costs.

The City may draw upon this Letter of Credit upon written notification to the Bank that the Obligee has defaulted in its obligation to the City to construct, install and/or complete the development related improvements required for the Project by January 25, 2020 ("Initial Expiration Date") or if the Obligee has failed to post a new Letter of Credit or other sufficient security approved by the City's Director of Finance, prior to Initial Expiration Date, securing the construction, installation and/or completion of the Improvements.

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

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

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

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

Central Bank of Boone County

Down R Shellaharger Vice President

July 25, 2019





#### The City of Lee's Summit

#### **Packet Information**

#### File #: BILL NO. 19-182, Version: 1

An Ordinance approving the execution of the funding/approval agreement by and between the City of Lee's Summit, Missouri and the U.S. Department of Housing and Urban Development for the 2019-2020 Community Development Block Grant program year.

#### Issue/Request:

An Ordinance approving the execution of the funding/approval agreement by and between the City of Lee's Summit, Missouri and the U.S. Department of Housing and Urban Development for the 2019-2020 Community Development Block Grant program year.

#### **Key Issues:**

In August of 1994, the City of Lee's Summit, Missouri ("City") was designated as an Entitlement Community eligible to receive Community Development Block Grant (CDBG) funding by the U.S. Department of Housing and Urban Development (HUD). The City Council has previously approved, passed and adopted via ordinance the City's 2019-2020 Annual Action Plan. HUD has approved the City's Action Plan for the 2019-2020 Fiscal Year (a/k/a 2019-2020 Annual Action Plan). HUD has allocated the amount of \$373,739.00 to the City to carry out its and its sub-recipients' CDBG programs for the 2018-2019 program year. The City desires to enter into a Funding Approval/Agreement with HUD in order to receive the allocated CDBG funding.

#### **Proposed City Council Motion:**

I move for second reading of an Ordinance approving the execution of the funding/approval agreement by and between the City of Lee's Summit, Missouri and the U.S. Department of Housing and Urban Development for the 2019-2020 Community Development Block Grant program year.

#### Background:

The City receives CDBG funding from HUD annually to support programs and projects included in the City's Annual Action Plan. The City Council approved the City's 2019-2020 Annual Action Plan in May of this year by ordinance.

#### Impact/Analysis:

No local match is required for the use of HUD CDBG funding.

#### Timeline:

Start: July 1, 2019 Finish: June 30, 2020

Heping Zhan, Assistant Director of Planning and Special Projects

<u>Recommendation:</u> Staff recommends approval of An Ordinance approving the execution of the funding/approval agreement by and between the City of Lee's Summit, Missouri and the U.S. Department of

#### File #: BILL NO. 19-182, Version: 1

Housing and Urban Development for the 2019-2020 Community Development Block Grant program year.

<u>Committee Recommendation:</u> City Council has adopted the 2019-20 Annual Action Plan. The contract agreement between the City and HUD did not need to go to any committee.

#### BILL NO. 19-182

AN ORDINANCE APPROVING THE EXECUTION OF THE FUNDING/APPROVAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR.

WHEREAS, in August of 1994, the City of Lee's Summit, Missouri (hereinafter "City") was designated as an Entitlement Community eligible to receive Community Development Block Grant (hereinafter "CDBG") funding by the U.S. Department of Housing and Urban Development (hereinafter "HUD"); and,

WHEREAS, the City Council, through Ordinance No. 7632, approved, passed and adopted the City's 2015-2019 CDBG Consolidated Plan; and,

WHEREAS, the City Council, through Ordinance No. 8635, approved, passed and adopted the City's 2019-2020 CDBG Annual Action Plan; and,

WHEREAS, on July 12, 2019, HUD approved the City's 2019-2020 Annual Action Plan and approved and allocated grant funds in the total amount of \$373,739.00 to the City to carry out its sub-recipients' CDBG programs for the 2019-2020 program year; and,

WHEREAS, HUD requests that the City enter into a Funding Approval/Agreement in order for HUD to issue grant funds described herein; and,

WHEREAS, City desires to enter into the Funding/Approval Agreement with HUD in order to receive the allocated CDBG funding; and,

WHEREAS, a copy of the Funding/Approval Agreement referenced herein is attached hereto as Exhibit A and incorporated herein as if fully set forth.

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

SECTION 1. That the U.S. Department of Housing and Urban Development Community Development Block Grant Program Funding Approval/Agreement, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein as if fully set forth, be and hereby is 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.

# **BILL NO. 19-182**

PASSED by the City Council of the City of L, 2019.	Lee's Summit, Missouri, this day of
ATTEST:	Mayor <i>William A. Baird</i>
City Clerk Trisha Fowler Arcuri	
APPROVED by the Mayor of said city this	day of, 2019.
	Marrow Milliams A. Dainel
ATTEST:	Mayor <i>William A. Baird</i>
City Clerk Trisha Fowler Arcuri	
APPROVED AS TO FORM:	
Chief Counsel of Econ. Dev. and Planning David Bushek	



# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGION VII

Gateway Tower II, Room 200 400 State Avenue Kansas City, KS 66101-2406 HUD Home Page: www.hud.gov

UU

Heping Zhan Assistant Director of Planning & Special Projects City of Lee's Summit 220 SE Green Street Lee's Summit, Missouri 64063 RECEIVED

JUL 18 2019

Development Services

Dear Mr. Zhan:

I am pleased to transmit to you approval of your fiscal year 2019 Annual Action Plan. The grant assistance that is being approved at this time is as follows:

Community Development Block Grant program CDBG) \$373,739

Approval of the Annual Action Plan is based upon the grantee meeting the applicable submission requirements of 24 CFR Part 91. It does not constitute an approval of the individual activities listed in the Plan. It is incumbent upon the grantee to ensure that the eligibility of an activity is properly determined and documented prior to obligating grant funds.

Enclosed are two copies of the grant agreements for the program(s) covered under your Action Plan. Please take note of any special conditions attached to the grant agreement(s). Please ensure that all copies of the agreement are signed and dated by the appropriate authorized official, and provide the indirect cost information described below (as applicable). Please return one signed and dated agreement to our office and retain the second copy for your files.

If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, grantees must attach a schedule in the format set forth in each executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients. Please refer to the specific section in each of the attached grant agreements and provide the necessary information prior to returning the executed agreements to HUD.

Please also note that funds may not be obligated or expended for activities in projects that have not been previously environmentally cleared. Funds may be obligated or expended only after you have submitted and HUD has approved in writing your environmental certification and request for release of funds in compliance with the environmental regulations at 24 CFR Part 58, or you have determined and documented that

the activities are exempt or excluded from any environmental review under Part 58.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through Community Planning and Development (CPD) programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds

A copy of your Consolidated Plan/Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity for review. Should any issues arise from that review you will be contacted at a later date.

We look forward to working with you during the year to accomplish the goals you have set forth and to strengthen your ability to deliver programs that will have an impact across the community. If you have any questions regarding this letter or if we can be of further assistance, please contact Donna Hill (913) 551-6805 or by email at donna.m.hill@hud.gov.

Sincerely,

Dana Buckner

Director, Community Planning

Dana 2 17

and Development

**Enclosures** 

#### Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)

#### U.S. Department of Housing and Urban Development

Office of Community Planning and Development Community Development Block Grant Program

OMB Approval No. 2506-0193 exp 5/31/2018

111-00313K 01 20313K		
1. Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number	3b. Grantee's 9-digit DUNS Number
Lee's Summit	446000208	030715478
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	4. Date use of funds may begin	
220 SE Green Street	(mm/dd/yyyy) 07/01/2018	
Lee's Summit, MO 64063	5a. Project/Grant No. 1	6a. Amount Approved
	B-19-MC-29-0010	\$373,739.00
	5b. Project/Grant No. 2	6b. Amount Approved
	128	

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

agrees to assume all of the responsibilities for environmen pursuant to Section 104(g) of Title I and published in 24 (	ital review, dec	ision making, and	actions, as	specified and red	quired in r	regulations i	ssued by the Se	cretary
recipient entities to which it makes funding assistance hereu						A STATE OF THE STA		
U.S. Department of Housing and Urban Development (By Name)		G		e (Contractual Orga	nization)			
Dana Buckner				ee's Summit				
Title		1	itle	Mar Circ Mar				
Director, Office of Community Planning and Developme		\ C		. Arbo, City Man	ager		Data (mm/dd/sss	n ()
Signature	Date (mm/dd/y	/yyy)	Signature				Date (mm/dd/yyy	y) .
x Lana Lill	JUL 1	2 2019					*	
7. Catagony of Title I. Assistance for this Funding Actions	O Cassial Con	ditions	I no Date	LILID Descrived Co	hmissisn	10 obook	200	
7. Category of Title I Assistance for this Funding Action:	8. Special Con (check one)			e HUD Received Su		10. check o	Orig. Funding	
Entitlement, Sec 106(b)	□ None			dd/yyyy) 6/20/2019 Grantee Notified	3		Approval	
		d	/mm/	dd/yyyy)	2 2019		Amendment	
				of Start of Program	n Vear	/	Amendment Numb	er
			A	1/2019	ΠΤΟΩΙ			
	11 Amount of	Community Develop		172010				
	Block Gra			FY (2019)	FY (2)	018)	FY (2017)	
	a. Funds l	Reserved for this Gra		\$373,646.00	,	\$ 93.00	\$ .0	0
	b. Funds i	now being Approved						
	c. Reserv	ation to be Cancelled						
	(11a m	inus 11b)						
12a. Amount of Loan Guarantee Commitment now being Approved N/A	d	12b. Name and co	mplete Addre	ess of Public Agend	sy .			
Loan Guarantee Acceptance Provisions for Designated A The public agency hereby accepts the Grant Agreement ex Department of Housing and Urban Development on the ab respect to the above grant number(s) as Grantee designated to guarantee assistance, and agrees to comply with the terms a	ecuted by the ove date with o receive loan	12c. Name of Auth	norized Officia	al for Designated P	ublic Agenc	·y		<del> </del>
of the Agreement, applicable regulations, and other requirer now or hereafter in effect, pertaining to the assistance provide		Title						
		Signature						
		Signature						
HUD Accounting use Only							Effective Date	
Batch TAC Program Y A Reg Area Do	cument No.	Project Number	Categor	y Amo	ount		(mm/dd/yyyy)	F
LITTI I		Project Number	7	Amo	ount			
Y		Project Number	7	Amo	ount			
			]					
Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/d	d/yyyy) Batch	n Number	Transaction	n Code	Entered B	у	Verified By	
				24 CF	R 570	fc	orm HUD-7082	(5/15)

#### 8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2026. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2026.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering		Direct
Department/Agency	Indirect cost rate	Cost Base
	%	
	<del></del> %	
	%	
	%	
	90	

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private

entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).





# The City of Lee's Summit

#### **Packet Information**

#### File #: BILL NO. 19-168, Version: 1

An Ordinance approving Application #PL2019-187 - Unified Development Ordinance (UDO) Amendment #7 - Changes to Article 1 - General Provisions and Article 2 - Applications and Procedures, to improve public engagement and the role of the Planning Commission. (NOTE: First reading by Council on July 23, 2019.)

#### **Proposed City Council Motion:**

I move for adoption of an Ordinance approving Application #PL2019-187 - Unified Development Ordinance (UDO) Amendment #7 - Changes to Article 1 - General Provisions and Article 2 - Applications and Procedures, to improve public engagement and the role of the Planning Commission.

Josh Johnson, AICP, Assistant Director of Plan Services

#### **BILL NO. 19-168**

AN ORDINANCE APPROVING APPLICATION #PL2019-187 – UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT #7 - CHANGES TO ARTICLE 1 - GENERAL PROVISIONS AND ARTICLE 2 - APPLICATIONS AND PROCEDURES, TO IMPROVE PUBLIC ENGAGEMENT AND THE ROLE OF THE PLANNING COMMISSION.

WHEREAS, the Unified Development Ordinance (UDO) was originally adopted by the City Council as Ordinance No. 5209 on September 6, 2001, which has been amended numerous times and recodified in its entirety by the adoption of Ordinance No. 8443 and is incorporated into the City's Code of Ordinances through Section 33-1 of the Code; and,

WHEREAS, Application #PL2019-187 proposing amendments to Article 1 – General Provisions and Article 2 – Applications and Procedures – amendment to improve public engagement and the role of the Planning Commission; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for Application #PL2019-187 on June 27, 2019, and rendered a report to the City Council recommending that the proposed amendment to Article 1 – General Provisions and Article 2 – Applications and Procedures be approved, and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on Application #PL2019-187 on July 23, 2019 and,

WHEREAS, the City Council determined that the proposed UDO amendment contained in Application #PL2019-187 would serve the interests of the citizens of Lee's Summit.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as shown on the attached copy, appended hereto and made a part hereof.

SECTION 1. That Article 1 – General Provisions and Article 2 – Applications and Procedures, are hereby amended in the manner shown on the copy appended hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. That it is the intention of the City Council and is hereby ordained that the provisions of this Ordinance shall become and be made a part of the UDO, and the sections of this Ordinance and the UDO may be renumbered as appropriate to accomplish such intention.

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

PASSED by the City Council of the, 2019.	he City of Lee's Summit, Missouri, this day of
ATTEST:	Mayor William A. Baird
City Clerk Trisha Fowler Arcuri	

# **BILL NO. 19-168**

APPROVED by the Mayor of said city this	day of	, 2019.
ATTEST:	Mayor <i>William A. Baird</i>	
City Clerk <i>Trisha Fowler Arcuri</i>		
APPROVED AS TO FORM:		
City Attorney Brian W. Head		



#### **Development Services Department**

#### **Application Information**

Appl. #PL2019-187—Unified Development Ordinance (UDO) Amendment #7 — Changes to Article 1 — General Provisions and Article 2 — Applications and Procedures to improve public engagement and the role of the Planning Commission; City of Lee's Summit, applicant.

#### **Overview of Amendment**

The purpose of this amendment is to implement measures to improve public involvement in the zoning approval process and increase the Planning Commission's role.

#### Background

The issues surrounding improved public participation and a greater role for the Planning Commission in the zoning approval process were discussed at the Joint City Council (CC) and Planning Commission (PC) meeting held on November 20, 2018. After the meeting, staff summarized the discussion items in a memo dated December 11, 2018. Then, on January 31, 2019, a meeting was held with staff, the Mayor and the Planning Commission Chairman to determine next steps on each item. It was decided that staff would present any ordinance changes at the next joint meeting to be held on May 14, 2019. Staff presented these UDO changes at the May 14<sup>th</sup> work session where discussion occurred over the intent and rationale of each change.

#### **Effective Date**

Pending approval

#### Affected UDO Section(s)

Article 1 – General Provisions, Section 1.070 Relationship to comprehensive plan and other policies

#### **Explanation**

Increase the importance of the Comprehensive Plan by removing language from the UDO minimizing its role in the development process. Since the PC approves the Comprehensive Plan, making it more integral to the review of public hearing items would bolster the PC's role in the process. Staff could also as a matter of policy recommend denial of applications not meeting the Comprehensive Plan or require the applicant to amend the plan to obtain a favorable recommendation. Proposed language below contributes to clarifying the Comprehensive Plan's importance.

#### New Standard(s)

#### (changes shown below in underline and strikeout)

It is the intention of the City that this chapter implement the planning policies adopted for the City as reflected in the Comprehensive Plan, as amended, and other planning documents. While, The City reaffirms its commitment that this chapter and any amendment thereto be in conformity with adopted planning policies. the City hereby expresses its intent that neither this chapter nor any amendment thereto may be challenged merely on the basis of an alleged nonconformity with the Comprehensive Plan or other planning policy.

Article 2- Applications and Procedures, Section 2.170 Notice to Surrounding Property Owners, Mailed Notice Requirements

Explanation	New Standard(s)
	(changes shown below in underline and strikeout)

The City could increase the radius for mailed notices to reach more members of the public. Right now our noticing distance is 185 feet. Staff is suggesting to increase the distance to 300 feet through a change in the UDO.

Mailed notice shall be sent, by regular mail, to the last known record owner of all property within 185 300 feet from the boundaries of the property for which the application is being considered. The notice shall state the time and place of the hearing, and include a general description of the proposal, a location map of the property, the general street location of the property subject to the proposed change, and a statement explaining that the public will have an opportunity to be heard at the public hearing. Failure to receive mailed notice shall not invalidate any action taken on the application.

Article 2 - Applications and Procedures, Section 2.\*\*\*

Exp	lanation	

# Require a neighborhood meeting for all public hearing items. Too often we hear from concerned neighbors that they are only aware of projects when a notice is received in the mail or a sign is observed at the project site. A neighborhood meeting would alert the public earlier in the process. The following addition to the UDO outlines how this will work.

# New Standard(s) (changes shown below in underline and strikeout)

- A. One neighborhood meeting is required for each application, which must occur within the initial 10 day review period and prior to resubmission of the application. More than one neighborhood meeting may be held on an application, at the option of the Applicant.
- B. Timing and Location: Within two miles of the project site, Monday through Thursday, excluding holidays; and start between 6:00
  P.M. and 8:00 P.M. If a location for the meeting is not available within [2] miles of the subject property, the applicant shall select a location outside this area that is reasonably close to these boundaries.
- C. Notification shall be sent or delivered to property owners within 300 feet of the site.

  Mailed notices shall be postmarked at least seven days prior to the meeting. Hand deliveries must occur at least five days prior to the meeting.
- D. The Applicant shall take sufficient notes at the neighborhood meeting to recall issues raised by the participants, in order to report on and discuss them at public hearings before City governmental bodies on the application. The note shall be turned in with the application resubmittal.

Article 2 – Applications and Procedures, Section 2.190 Action by Commission

**Explanation** 

New Standard(s)
(changes shown below in underline and strikeout)

Mandate a concrete motion from the PC. Currently, the ordinance says that when there is failure to achieve a majority vote on a motion at the PC, an application is forwarded with a failure to recommend. Instead staff is proposing a requirement that the PC work towards a motion that passes so the CC can react to the deliberation that occurred to reach the relevant outcome. The relevant UDO language is included below.

A vote either for or against an application by a majority of all of the Commissioners present shall constitute a recommendation of the Commission. If a motion for or against an application fails to receive a majority vote, the Commission may shall entertain a new motion. A tie vote shall constitute a "denial failure to recommend." The Commission recommendation to approve, approve with conditions, disapprove or failure to recommend shall be submitted to the Governing Body, accompanied by written summary of the hearing. A recommendation or failure to recommend and summary thereof shall constitute the final report of the Commission pursuant to RSMo 89.070.

Comprehensive Plan			
Focus Area(s)	Goals, Objectives and Policies		
Overall Area Land Use	Objective 1.1		
	Objective 1.3		
	Objective 1.4		
<b>Economic Development</b>	Objective 2.1		
Residential Development	Objective 3.1		
	Objective 3.2		
	Objective 3.3		
Commercial Development	Objective 4.1		
	Objective 4.3		
Industrial Development	Objective 5.1		
	Objective 5.2		
Public Facilities	Objective 6.1		
	Objective 6.2		
Environment	Objective 8.1		

#### Recommendation

Staff recommends APPROVAL of the UDO amendment to Articles 1 and 2 as presented.

#### **PROPOSED UDO CHANGES**

Sec. 1.070. - Relationship to comprehensive plan and other policies.

It is the intention of the City that this chapter implement the planning policies adopted for the City as reflected in the Comprehensive Plan, as amended, and other planning documents. While, The City reaffirms its commitment that this chapter and any amendment thereto be in conformity with adopted planning policies, the City hereby expresses its intent that neither this chapter nor any amendment thereto may be challenged merely on the basis of an alleged nonconformity with the Comprehensive Plan or other planning policy.

#### Sec. 2.170. - Notice to surrounding property owners.

Notice to surrounding property owners shall be required for rezoning, special use permit, conceptual development plan, preliminary development plan, street name change and vacation of right-of-way applications. The notice shall be given as follows:

- A. <u>Time of mailing.</u> The applicant shall mail all notices at least 15 days prior to the hearing, notifying the property owner of the opportunity to be heard.
- B. <u>Mailed notice requirements.</u> Mailed notice shall be sent, by regular mail, to the last known record owner of all property within <u>185 300</u> feet from the boundaries of the property for which the application is being considered. The notice shall state the time and place of the hearing, and include a general description of the proposal, a location map of the property, the general street location of the property subject to the proposed change, and a statement explaining that the public will have an opportunity to be heard at the public hearing. Failure to receive mailed notice shall not invalidate any action taken on the application.
- C. <u>Notice of right to protest.</u> In cases of applications for which protest petitions may be submitted, the notice shall also contain a statement explaining that property owners within an area determined by lines drawn parallel to and 185 feet from the boundaries of the district to be changed, shall have the opportunity to submit a protest petition. The petition shall be in conformance with this article.
- D. <u>Proof of notification.</u> A copy of the mailed notice and a list of notified property owners with their addresses, along with an affidavit, shall be filed with the City prior to the public hearing certifying that notice has been sent in accordance with this section.

#### Sec. 2.190. - Public hearing procedures.

- A. <u>Rules of procedure.</u> The Governing Body, Commission and Board may adopt rules of procedure for public hearings by ordinance, resolution or bylaws.
- B. <u>Written summary.</u> An accurate written summary of the proceedings shall be made for all public hearings.

#### C. <u>Continuances:</u>

- One continuance as of right. Any applicant or authorized agent shall have the right to one
  continuance of a public hearing before the Commission, Governing Body or Board, provided that
  a written request for continuance is filed with the Director prior to opening the public hearing. The
  applicant shall make every reasonable attempt to notify all persons previously notified by mail of
  the continuance.
- 2. Additional continuances. In addition to the procedure provided for in Subsection 1. of this section, the Commission, Board or the Governing Body may grant a continuance. A majority vote of those members of the official body present at the meeting shall be required to grant a continuance. The record shall indicate the reason for the continuance and any stipulations or conditions placed upon the continuance. If the Commission, Governing Body or Board agrees to a continuance of the public hearing, it may direct the applicant to re-notify property owners within 185 feet of the subject property, if such notification was required in the first instance, and provide proof of said re-notification to the Governing Body.

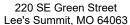
- 3. Treatment of continuance and notice requirements. If an item that is subject to a public hearing is continued or otherwise carried over to a subsequent date and the public hearing has been opened, the public hearing shall not be deemed concluded until the date on which the hearing is formally closed. If a continuance provides the date on which the matter will be heard, republication of notice is not required. If a continuance does not specify a date on which the matter will be heard, public notice pursuant to this article, as applicable, shall be provided prior to the date on which the matter is heard.
- D. <u>Action by Commission.</u> A vote either for or against an application by a majority of all of the Commissioners present shall constitute a recommendation of the Commission. If a motion for or against an application fails to receive a majority vote (except in the case of a tie), the Commission may shall entertain a new motion. A tie vote, or the failure to obtain a majority vote on any motion, shall constitute a "failure to recommend." a recommendation of denial. The Commission recommendation to approve, approve with conditions or deny, disapprove or failure to recommend shall be submitted to the Governing Body, accompanied by a written summary of the hearing. A recommendation or failure to recommend and summary thereof shall constitute the final report of the Commission pursuant to RSMo 89.070.
- E. <u>Governing Body action upon Commission recommendation</u>. The recommendation of the Commission is advisory. When the Commission submits a recommendation to the Governing Body, the Governing Body, after holding a public hearing thereon after notification pursuant to this article, may take such action as it deems appropriate, including approval, approval with conditions, disapproval, amendment of the application and adoption as amended, or the Governing Body may return the application to the Commission for further consideration.
- F. Applications returned to Commission. Upon receipt of an application returned by the Governing Body, the Commission may resubmit its original recommendation giving the reasons therefor or submit a new or amended recommendation. If the Commission fails to deliver its recommendation to the Governing Body within ten days after receipt of the Governing Body's returned application, the Governing Body may consider this inaction on the part of the Commission as a resubmission of the original recommendation and proceed with its consideration. For purposes of this subsection, the "receipt" of an application returned by the Governing Body shall be deemed to occur on the date of the first Commission meeting on which the returned item is placed on the agenda for consideration.
- G. Reconsideration by the Governing Body. Upon receipt of the Commission's recommendation after reconsideration, or if the ten-day period has elapsed following the Commission's receipt of the Governing Body's returned application, the Governing Body may take the action that it deems appropriate, including approval, approval with conditions, or disapproval. The Governing Body also may return the application to the Commission for further consideration. Unless the Governing Body returns the application to the Commission for further consideration or continues its consideration of the matter, the Governing Body's action on the application shall constitute a final decision.

#### Section 2.\*\*\* – Neighborhood Meeting

A. One neighborhood meeting is required for each application, which must occur within the initial 10 day review period and prior to re-submission of the application. More than one neighborhood meeting may be held on an application, at the option of the applicant.

B. Timing and Location: Within two miles of the project site, Monday through Thursday, excluding holidays; and start between 6:00 P.M. and 8:00 P.M. If a location for the meeting is not available within [2] miles of the subject property, the applicant shall select a location outside this area that is reasonably close to these boundaries.

- C. Notification shall be sent by certified mail or delivered to property owners within 300 feet of the project site. Mailed notices shall be postmarked at least seven days prior to the meeting. Hand deliveries must occur at least five days prior to the meeting.
- <u>D. The Applicant shall take sufficient notes at the neighborhood meeting to recall issues raised by the participants, in order to report on and discuss them at public hearings before City governmental bodies on the application. The note shall be turned in with the application re-submittal.</u>





# The City of Lee's Summit

#### **Packet Information**

File #: BILL NO. 19-136(a), Version: 1

An Ordinance approving Application #PL2019-134 - Unified Development Ordinance (UDO) Amendment #5A, Article 5 Overlay Districts - Division VIII Envision LS Area Development Plan (ADP) Design Standards - establishment of an appeals process for prohibited uses; City of Lee's Summit applicant. (NOTE: First reading by Council on July 23, 2019.)

#### **Proposed City Council Motion:**

I move for adoption of an Ordinance approving Application #PL2019-134 - Unified Development Ordinance (UDO) Amendment #5A, Article 5 Overlay Districts - Division VIII Envision LS Area Development Plan (ADP) Design Standards - establishment of an appeals process for prohibited uses; City of Lee's Summit applicant.

Josh Johnson, AICP, Assistant Director of Plan Services

#### BILL NO. 19-136(a)

AN ORDINANCE APPROVING APPLICATION #PL2019-134 - UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT #5A, ARTICLE 5 OVERLAY DISTRICTS - DIVISION VIII ENVISION LS AREA DEVELOPMENT PLAN (ADP) DESIGN STANDARDS - ESTABLISHMENT OF AN APPEALS PROCESS FOR PROHIBITED USES; CITY OF LEE'S SUMMIT APPLICANT

WHEREAS, the Unified Development Ordinance (UDO) was originally adopted by the City Council as Ordinance No. 5209 on September 6, 2001, which has been amended numerous times and recodified in its entirety by the adoption of Ordinance No. 8443 and is incorporated into the City's Code of Ordinances through Section 33-1 of the Code; and,

WHEREAS, Application #PL2019-134, proposing amendments to Article 5 Overlay Districts – Division VIII Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions – Division II Definitions – establishment of an appeals process for prohibited uses and amendment to definitions; and,

WHEREAS, the Community and Economic Development Committee considered the proposed UDO Amendment to Article 5 Overlay Districts – Division VIII Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions – Division II Definitions on April 10, 2019, and authorized the amendments to be advertised for public hearings; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for Application #PL2019-134 on May 9, 2019, and rendered a report to the City Council recommending that the proposed amendment to Article 5 Overlay Districts – Division VIII Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions – Division II Definitions be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on Application #PL2019-134 on July 16, 2019, and directed staff to present the proposed amendments to the EnVision LS Area establishing an appeals process for prohibited uses and an amendment to definitions as separate ordinance items for individual consideration; and,

WHEREAS, the City Council determined that the portion of the proposed UDO amendment contained in Application #PL2019-134 which establishes an appeals process to allow for the consideration of prohibited uses in the EnVision LS Area would serve the interests of the citizens of Lee's Summit.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as shown on the attached copy, appended hereto and made a part hereof.

SECTION 1. That Article 5 Overlay Districts – Division VIII Envision LS Area Development Plan (ADP) Design Standards, is hereby amended in the manner shown on the copy appended hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. That it is the intention of the City Council and is hereby ordained that the provisions of this Ordinance shall become and be made a part of the UDO, and the sections of this Ordinance and the UDO may be renumbered as appropriate to accomplish such intention.

# BILL NO. 19-136(a)

SECTION 3. That this ordinance shall be in fu passage, adoption, and approval by the Mayor.	Il force and effect from and after the date of its
PASSED by the City Council of the City of L, 2019.	ee's Summit, Missouri, this day of
ATTEST:	Mayor William A. Baird
City Clerk <i>Trisha Fowler Arcuri</i>	
APPROVED by the Mayor of said city this	, day of, 2019.
ATTEST:	Mayor <i>William A. Baird</i>
City Clerk <i>Trisha Fowler Arcuri</i>	
APPROVED AS TO FORM:	
City Attorney <i>Brian W. Head</i>	



#### **Application Information**

Appl. #PL2019-134 – Unified Development Ordinance Amendment #5 – Article 5 Overlay Districts – Division VIII EnVision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions – Division II Definitions – establishment of an appeals process for prohibited uses and amendment to definitions; City of Lee's Summit, applicant

#### **Overview of Amendment**

The amendment establishes an appeals process for prohibited uses proposed within the overlay boundaries. The amendment also makes changes to the definitions of "alteration" and "repair" in order to facilitate the ability of property owners to maintain their property..

#### Background

The EnVision LS Area Development Plan (ADP) was approved in 2017 to guide redevelopment of the intersection of US 50 Hwy/M-291 Hwy South. The overlay created from the plan is composed of three areas: the LS Gateway (Pinetree Plaza), LS Mixed-Use (old Adessa site and properties bounded by Jefferson St, Persels Rd and M-291 Hwy) and LS Arts and Entertainment (old Calmar site).

Various property owners and interested investors within the EnVision LS overlay have expressed interest in requesting relief or flexibility from the area's specific uses standards and application & review requirements for upgrades/renovations to existing buildings.

#### **Effective Date**

Pending approval

Affected UDO Section(s)				
Article 5, Section 5.630 Ger	neral Provisions			
	Previous Standard(s)	New Standard(s)		
		(changes shown below in bold)		
Applicability	These development standards are applicable to all property identified on the map labeled "Planning Subareas for Design Standards" on page 4, as now or hereafter established. Development standards shall be applicable to multi-family and commercial (non-residential) construction, reconstruction,	These development standards are applicable to all property identified on the map labeled "Planning Subareas for Design Standards" in Section 5.620, as now or hereafter established. Development standards shall be applicable to all construction		
	alteration (Section 5.630.B)	applicable to all construction, reconstruction and expansion, but shall not be applicable to repairs and alterations (Section 5.630.B)		

Affected UDO Section	n(s)			
Article 5, Section 5.650 Area Development Plan (ADP) permitted uses				
		Previous Standard(s)	New Standard(s) (changes shown below in bold)	
Appeals for Prohib Uses	as part of	d uses can be specifically approvent the preliminary development planting process. (Section 5.650.A.12)	• •	

Affected UDO Section(s)		
Article 15, Rules of Inte	Article 15, Rules of Interpretation and Definitions	
	Previous Standard(s)	New Standard(s)
		(changes shown below in bold)
Alteration	Alteration shall mean any addition, removal,	Alteration shall mean any
	extension or change in the location of any	addition, removal, extension or
	exterior surface of a main structure or	change to any part of a structure
	accessory structure. (Section 15.200)	or fixture. (Section 15.200)
Repair	Repair shall mean the reconstruction or	Repair shall mean the
	renewal of any part of an existing structure,	reconstruction, rehabilitation or
	improvement or fixture for the purpose of	renewal of any part of an existing
	maintenance. (Section 15.2470)	structure, improvement or fixture

for the purpose of maintenance
or to bring the structure, improvement or fixture into
compliance with any City regulation. (Section 15.2470)

Comprehensive Plan		
Focus Area(s)	Goals, Objectives and Policies	
Overall Area Land Use	Objective 1.1	
	<ul> <li>Policies A, B and C</li> </ul>	
	Objective 1.4	
	Policy A	
Economic Development	Objective 2.1	
	<ul> <li>Policies A and B</li> </ul>	
	Objective 2.2	
	Policy A	
	Objective 2.3	
	<ul> <li>Policies A and B</li> </ul>	
Commercial Development	Objective 4.1	
	<ul> <li>Policies A and B</li> </ul>	
	Objective 4.3	
	<ul> <li>Policies A and B</li> </ul>	

Recommendation	
Staff recommends APPROVAL of the LIDO amendment to Article 5 and Article 15 as presented	

- d. Imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this article.
- 4. <u>Effect of approval.</u> Alternative compliance shall apply only to the specific site for which it is requested and shall not establish a precedent for approval of other requests

#### Sec. 5.650. - Area development plan (ADP) permitted uses.

- A. <u>ADP permitted uses.</u> The following uses are permitted throughout the ADP unless further modified in each "Specific Area" below or listed under "E. ADP Prohibited Uses":
  - 1. CP-2 office and retail uses permitted by right (P) in Table 6-1 of the Unified Development Ordinance.
  - 2. Loft dwellings.
  - 3. Multi-family residential apartments, market rate, age restricted and senior.
  - 4. Drug store including drive-up window.
  - 5. Financial services, including drive-up window and drive-through facility, as a "C" use such as banks and credit unions.
  - 6. Bars and taverns as a "C" use.
  - 7. Hotel.
  - 8. Massage therapy as a "C" use.
  - 9. Restaurant, general as a "C" use.
  - 10. Civic or fraternal organization as a "C" use.
  - 11. Research, design, marketing and production needs of the general business community.
  - 12. Other uses specifically approved as part of a Preliminary Development Plan or further modified from the "Specific Area Uses" or "Prohibited Uses".
  - Uses shown as "C" uses must comply with the conditions established in UDO Article 6, Division II unless further modified through the approval process.
- B. <u>LS Gateway—Specific area uses.</u>
  - 1. Rooftop restaurants.
  - 2. Medical clinic.
  - 3. Fitness center.
- C. LS mixed use—Specific area uses.
  - 1. Restaurants/coffee shops including drive-through.
  - 2. Indoor fitness/recreation center.
  - 3. Convenience store (C-Store).
  - 4. Business and vocational schools.
  - Churches.
- D. LS arts and entertainment center—Specific area uses.

- 1. Rooftop restaurants.
- 2. Restaurants/coffee shops located within a larger building.
- 3. Artist studio, video production labs.
- 4. Performing arts.
- Hospital, medical clinic prohibited.
- 6. Restaurant—Drive-up and drive-thru services prohibited.

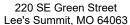
#### E. ADP prohibited uses.

- 1. Automotive/truck related uses.
- 2. Retail—Big box in excess of 80,000 square feet on one level.
- 3. Call centers.
- 4. Industrial uses.
- 5. Outdoor storage.
- 6. Indoor storage facility.
- 7. Office warehouse.
- 8. Pet and animal hospitals.
- 9. Adult business, entertainment, personal services, bookstores, novelties and similar uses.
- 10. Title loan, check cashing and unsecured loan businesses.
- 11. Appliance repair unless accessory to the primary retail business, i.e., servicing what is being sold on the premises.
- 12. Construction material sales and service.
- 13. Car wash indoor or outdoor or automated.
- 14. Equipment rental/lease.
- 15. Building or ground maintenance.
- 16. Bus terminal.
- Day care except as an accessory use located within a larger building complex for a permitted business use.
- 18. Exterminating service.
- 19. Martial arts studio except when associated with a fitness center.
- 20. Pet grooming/pet motel.
- 21. Plumbing and heating equipment dealers.
- 22. Radio and TV repair.
- 23. Repair services non-automotive.
- 24. Reupholstery or furniture repair.
- 25. Tattoo parlor, permanent cosmetic services, body piercing studio.

26. Used merchandise sales, including thrift stores, second hand sales, refurbished equipment etc.

#### F. Appeals for Prohibited Uses.

- 1. Filing with City Clerk. If an applicant seeks relief from the restrictions in part E of this Section (ADP Prohibited Uses), the applicant may file a written appeal with the City Clerk which shall include the following information:
- a. Date prepared;
  - b. Name, address and telephone number of the applicant and the name, address and telephone number of the landowner if different than the applicant;
- c. Affidavit testifying to proof of ownership or of authorization of agent pursuant to Section 2.020, if applicable;
- d. Name, address and telephone number of all persons preparing any technical studies, maps, drawings and documents submitted with the appeal;
- e. Accurate legal description, accompanied by a legal description closure report for metes and bounds descriptions, of the property for which the application is submitted;
- f. Description of the proposed use, including size of the propose structure(s), floor area of each use within each structure, a description of the alterations, repairs or improvements that are proposed to existing structures, and any additional information needed to understand the location, extent and character of the proposed development, including whether the proposed development will be one or more new structures or alteration to one or more existing structures;
- g. a statement setting forth the reasons why relief should be granted and why the prohibited use should be allowed; and
  - h. Any additional information required by City staff in order to evaluate the request.
- 2. City Council Hearing. The City Clerk shall schedule a hearing before the City Council within thirty (30) days following the date that the appeal is filed, or as soon thereafter as practicable in the normal course of managing Council agendas, at which the applicant shall bear the burden of establishing that the requested relief should be granted.
- 3. Decision and Standards for Determination. The standard to be applied to the Council's decision on the appeal shall be the same standard that applies to legislative decisions of the City Council. The Council may grant approval to the appeal or deny the appeal by motion, resolution or ordinance. By granting an appeal, such decision will only provide relief from the prohibited use restriction set forth in part E of this Section, in that the proposed use will be considered as a potentially allowable use for the applicant's subject property, but no additional rights shall accrue to the applicant. All other UDO requirements which would apply to development of the property shall be satisfied if an appeal is granted. An appeal granted by the Council shall apply only to the property that is legally described in the written appeal and shall not be transferrable to any other property in the ADP or any other property owned by the applicant.
- 4. Development Application. If the appeal is granted by the City Council, a subsequent application may be made by the applicant or property owner and such application shall be processed according to all applicable UDO requirements.





### The City of Lee's Summit

#### **Packet Information**

File #: BILL NO. 19-136(b), Version: 1

An Ordinance approving Application #PL2019-134 - Unified Development Ordinance (UDO) Amendment #5, Article 5 Overlay Districts - Division VIII Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions - Division II Definitions - amendment to definitions; City of Lee's Summit applicant.

(NOTE: First reading by Council on July 23, 2019.)

#### **Proposed City Council Motion:**

I move for adoption of an Ordinance approving Application #PL2019-134 - Unified Development Ordinance (UDO) Amendment #5, Article 5 Overlay Districts - Division VIII Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions - Division II Definitions - amendment to definitions; City of Lee's Summit applicant

Josh Johnson, AICP, Assistant Director of Plan Services

#### BILL NO. 19-136(b)

AN ORDINANCE APPROVING APPLICATION #PL2019-134 - UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT #5, ARTICLE 5 OVERLAY DISTRICTS - DIVISION VIII ENVISION LS AREA DEVELOPMENT PLAN (ADP) DESIGN STANDARDS; AND ARTICLE 15 RULES OF INTERPRETATION AND DEFINITIONS - DIVISION II DEFINITIONS - AMENDMENT TO DEFINITIONS; CITY OF LEE'S SUMMIT APPLICANT

WHEREAS, the Unified Development Ordinance (UDO) was originally adopted by the City Council as Ordinance No. 5209 on September 6, 2001, which has been amended numerous times and recodified in its entirety by the adoption of Ordinance No. 8443 and is incorporated into the City's Code of Ordinances through Section 33-1 of the Code; and,

WHEREAS, Application #PL2019-134, proposing amendments to Article 5 Overlay Districts – Division VIII Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions – Division II Definitions – establishment of an appeals process for prohibited uses and amendment to definitions; and,

WHEREAS, the Community and Economic Development Committee considered the proposed UDO Amendment to Article 5 Overlay Districts – Division VIII Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions – Division II Definitions on April 10, 2019, and authorized the amendments to be advertised for public hearings; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for Application #PL2019-134 on May 9, 2019, and rendered a report to the City Council recommending that the proposed amendment to Article 5 Overlay Districts – Division VIII Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions – Division II Definitions be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on Application #PL2019-134 on July 16, 2019, and directed staff to present the proposed amendments to the EnVision LS Area establishing an appeals process for prohibited uses and an amendment to definitions as separate ordinance items for individual consideration; and,

WHEREAS, the City Council determined that the portion of the proposed UDO amendment contained in Application #PL2019-134 which would change the definitions of alteration and repair, and also change the scope of the EnVision LS Area regulations as they apply to alterations and repairs in such area, would serve the interests of the citizens of Lee's Summit.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as shown on the attached copy, appended hereto and made a part hereof.

SECTION 1. That Article 5 Overlay Districts – Division VIII Envision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions – Division II Definitions, are hereby amended in the manner shown on the copy appended hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. That it is the intention of the City Council and is hereby ordained that the provisions of this Ordinance shall become and be made a part of the UDO, and the sections of this Ordinance

# BILL NO. 19-136(b)

City Attorney Brian W. Head

and the UDO may be renumbered as appropr	iate to accomplish such intention.	
SECTION 3. That this ordinance shall be passage, adoption, and approval by the Mayo		he date of its
PASSED by the City Council of the Cit, 2019.	ry of Lee's Summit, Missouri, this	day o
ATTEST:	Mayor William A. Baird	
City Clerk <i>Trisha Fowler Arcuri</i>		
APPROVED by the Mayor of said city	y this day of	, 2019.
ATTEST:	Mayor William A. Baird	
City Clerk <i>Trisha Fowler Arcuri</i>		
APPROVED AS TO FORM:		



#### **Application Information**

Appl. #PL2019-134 – Unified Development Ordinance Amendment #5 – Article 5 Overlay Districts – Division VIII EnVision LS Area Development Plan (ADP) Design Standards; and Article 15 Rules of Interpretation and Definitions – Division II Definitions – establishment of an appeals process for prohibited uses and amendment to definitions; City of Lee's Summit, applicant

#### **Overview of Amendment**

The amendment establishes an appeals process for prohibited uses proposed within the overlay boundaries. The amendment also makes changes to the definitions of "alteration" and "repair" in order to facilitate the ability of property owners to maintain their property..

#### Background

The EnVision LS Area Development Plan (ADP) was approved in 2017 to guide redevelopment of the intersection of US 50 Hwy/M-291 Hwy South. The overlay created from the plan is composed of three areas: the LS Gateway (Pinetree Plaza), LS Mixed-Use (old Adessa site and properties bounded by Jefferson St, Persels Rd and M-291 Hwy) and LS Arts and Entertainment (old Calmar site).

Various property owners and interested investors within the EnVision LS overlay have expressed interest in requesting relief or flexibility from the area's specific uses standards and application & review requirements for upgrades/renovations to existing buildings.

#### **Effective Date**

Pending approval

Affected UDO Section(s)			
Article 5, Section 5.630 Ger	Article 5, Section 5.630 General Provisions		
	Previous Standard(s)	New Standard(s)	
		(changes shown below in bold)	
Applicability	These development standards are applicable	These development standards are	
	to all property identified on the map labeled	applicable to all property	
	"Planning Subareas for Design Standards" on	identified on the map labeled	
	page 4, as now or hereafter established.	"Planning Subareas for Design	
	Development standards shall be applicable	Standards" in Section 5.620, as	
	to multi-family and commercial (non-	now or hereafter established.	
	residential) construction, reconstruction,	Development standards shall be	
	alteration (Section 5.630.B)	applicable to <b>all</b> construction,	
		reconstruction, alteration	
		(Section 5.630.B)	

Affected UDO Section(s)			
Article 5, Section 5.650 Area Development Plan (ADP) permitted uses			
		Previous Standard(s)	New Standard(s)
			(changes shown below in bold)
Appeals fo Uses	r Prohibited	Prohibited uses can be specifically approved as part of the preliminary development plan public hearing process. (Section 5.650.A.12)	<ul> <li>File a written appeal with the City Clerk.</li> <li>The City Clerk shall schedule a hearing with the City Council within 30 days of the appeal, or as soon thereafter as practiceable.</li> <li>If appeal is granted, a preliminary development plan and/or final development plan, as necessary, shall be submitted and processed in accordance with the UDO. (Section 5.650.F)</li> </ul>

Affected UDO Section(s)		
Article 15, Rules of Interpretation and Definitions		
	Previous Standard(s)	New Standard(s)
		(changes shown below in bold)
Alteration	Alteration shall mean any addition, removal,	Alteration shall mean any
	extension or change in the location of any	addition, removal, extension or
	exterior surface of a main structure or	change to any part of a structure
	accessory structure. (Section 15.200)	or fixture. (Section 15.200)
Repair	Repair shall mean the reconstruction or	Repair shall mean the
	renewal of any part of an existing structure,	reconstruction, rehabilitation or
	improvement or fixture for the purpose of	renewal of any part of an existing
	maintenance. (Section 15.2470)	structure, improvement or fixture
		for the purpose of maintenance
		or to bring the structure,
		improvement or fixture into
		compliance with any City
		regulation. (Section 15.2470)

Comprehensive Plan	
Focus Area(s)	Goals, Objectives and Policies
Overall Area Land Use	Objective 1.1
	Policies A, B and C
	Objective 1.4

	Policy A
<b>Economic Development</b>	Objective 2.1
	<ul> <li>Policies A and B</li> </ul>
	Objective 2.2
	Policy A
	Objective 2.3
	<ul> <li>Policies A and B</li> </ul>
Commercial Development	Objective 4.1
	<ul> <li>Policies A and B</li> </ul>
	Objective 4.3
	<ul> <li>Policies A and B</li> </ul>

#### Recommendation

Staff recommends APPROVAL of the UDO amendment to Article 5 and Article 15 as presented.

#### **UDO Amendments for the EnVision LS Area**

#### Sec. 5.630. - General provisions.

- A. <u>Purpose.</u> The purpose of these development standards is to facilitate the development of all property within the EnVision LS Area Development Plan located adjacent to and in close proximity to the new interchange improvements at South M-291 and US 50 Highway with the highest possible levels of community and building design consistent with the Area Development Plan (ADP).
  - Development standards within the ADP have been established to create a healthy and viable economic development and redevelopment area. The administration, enforcement, and amendment of these standards shall be consistent with the ADP. Amendments to these standards should only be considered when a proposed development plan is providing a higher standard than that reflected in the ADP.
- B. <u>Applicability.</u> These development standards are applicable to all property identified on the map labeled "Planning Subareas for Design Standards" in Section 5.620 on page 4, as now or hereafter established. Development standards shall be applicable to <u>all multi-family and commercial (nonresidential)</u> construction, reconstruction, <u>alteration</u>, and expansion, <u>but shall not be applicable to repairs and alterations</u>. No land, building, structure, or premises shall be used for any purpose or in any manner other than that which is permitted under the approved uses established for each development as a part of their respective preliminary development plan.
- C. <u>Conflict.</u> These development standards are additive; more than one set of standards may apply to a particular development project. The more restrictive provision, as determined by the Director of Planning and Special Projects (Director), shall control in cases where standards conflict.

#### D. Alternative equivalent compliance.

- 1. <u>Purpose and scope.</u> To encourage creative and unique design, "alternative equivalent compliance" allows development to occur in a manner that meets the intent of these standards yet through an alternative design that does not strictly adhere to these standards. This is not a general waiver of regulations. Rather, this section authorizes a site-specific plan that is equal to or better than the strict application of these adopted standards while still meeting the goals and policies established herein.
- Decision-making responsibility. Final approval of any alternative compliance proposed under this section shall be the responsibility of the decision-making body responsible for deciding upon the application. Administratively approved projects proposing alternative compliance shall receive written approval of the alternative compliance from the Director.
- 3. <u>Criteria.</u> Alternative equivalent compliance may be approved if the applicant demonstrates that the following criteria have been met by the proposed alternative:
  - Achieves the intent of the subject standard to the same or better degree than the subject standard;
  - b. Advances the goals and policies of the ADP to the same or better degree than the subject standard;
  - c. Results in benefits to the community that are equivalent to or exceed benefits associated with the subject standard; and

Sec. 15.200. - Alteration.

<u>Alteration</u> shall mean any addition, removal, extension or change <u>to in the location of any part</u> <u>exterior surface</u> of a <u>main</u>-structure <u>or fixture</u>-or <u>accessory structure</u>.

Sec. 15.2470. - Repair.

<u>Repair</u> shall mean the reconstruction, <u>rehabilitation</u> or renewal of any part of an existing structure, improvement or fixture for the purpose of maintenance <u>or to bring the structure</u>, <u>improvement or fixture into compliance with any City regulation</u>.