



## The City of Lee's Summit

### Final Agenda

### City Council - Regular Session

Tuesday, September 17, 2019

6:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 38

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#### Preliminaries:

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

#### 1. Approval of Agenda

#### 2. Approval of Consent Agenda:

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

- A. [2019-3020](#) Approval of Liquor Licenses G1 and S for the new owners of Summit Lanes, 803 SW Oldham Parkway, Lee's Summit, MO 64081.

- B. [BILL NO. 19-195](#) An Ordinance approving a Preliminary Development Plan located at 704 and 708 SE Oldham Court in District CS for the proposed Aristocrat Motors in accordance with the provisions of Chapter 33, Unified Development Ordinance, of the Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.  
(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

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

- C. [BILL NO. 19-197](#) An Ordinance approving a Land Clearance for Redevelopment Authority Redevelopment Project, Aristocrat Motors, pursuant to the provisions of the Land Clearance for Redevelopment Authority Law, Sections 99.300 to 99.660 RSMo.  
(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

**Presenter:** Mark Dunning, Assistant City Manager

- D. [BILL NO. 19-205](#) An Ordinance approving the Redevelopment Contract and the Lease Agreement between the City of Lee's Summit, Missouri, and Lee's Summit Senior Community, LLC, to implement The Land Clearance For Redevelopment Authority Redevelopment Plan for the Princeton Redevelopment Area.  
(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

**Presenter:** David Bushek, Chief Counsel of Econ. Dev. & Planning  
Mark Dunning, Assistant City Manager

- E. [BILL NO. 19-206](#) An Ordinance accepting Final Plat entitled "Aldersgate Methodist Church, Lots 3-5 & Tract A", as a subdivision to the City of Lee's Summit, Missouri.  
(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

**Presenter:** Josh Johnson, AICP, Assistant Director of Plan Services  
Matt Schlicht, PE, Applicant

- F. [BILL NO. 19-207](#) An Ordinance vacating certain utility easements located at 2024 NW Lowenstein Drive, 906 NW Pryor Road, and 930 NW Pryor Road in the City of Lee's Summit, Missouri.  
(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

**Presenter:** Josh Johnson, AICP, Assistant Director of Plan Services  
Rebecca A. Wymore, Levy Craig Law Firm/Attorney

- G. [BILL NO. 19-208](#) An Ordinance vacating certain utility easements located at 2700 NE McBaine Drive, 2720 NE McBaine Drive, 2700 NE Independence Avenue and 2721 NE Independence Avenue in the City Of Lee's Summit, Missouri.  
(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

**Presenter:** Josh Johnson, AICP, Assistant Director of Plan Services  
David Ward, 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. Proclamations:

- A. [2019-2969](#) Constitution Week September 17 - 23, 2019

**Presenter:** Lou Lamb and other members from the Prairie Chapter Daughters of the American Revolution



**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. [2019-2987](#) Continued Appl. #PL2019-121- PRELIMINARY DEVELOPMENT PLAN - Summit Avenue Addition, Lots 1 & 2, 114 & 200 SE Summit Ave; George and Peggy Nie, applicant

**Presenter:** Josh Johnson, Assistant Director of Plan Services  
Peggy Nie, owner  
Kevin Sterrett, Engineer HG Consult

- 1) [BILL NO. 19-209](#) An Ordinance approving a preliminary development plan located at 114 & 200 SE Summit Avenue in district RP-2 for the proposed Summit Avenue Addition, Lots 1 & 2, 114 & 200 SE Summit Avenue in accordance with the provisions of Chapter 33, Unified Development Ordinance, of the Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

**Presenter:** Josh Johnson, Assistant Director of Plan Services  
Peggy Nie, owner  
Kevin Sterrett, Engineer HG Consult

- B. [2019-3009](#) Public Hearing: Proposed 2019 Property Tax Levy for the City of Lee's Summit, Cass and Jackson Counties, Missouri, for the Calendar Year 2019.

**Presenter:** Bette Wordelman, Finance Director

- 1) [BILL NO. 19-210](#) An Ordinance setting the Tax Levy for the Year 2019 for the City of Lee's Summit, Jackson and Cass Counties, Missouri.

**Presenter:** Bette Wordelman, Finance Director

**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. Presentations:**

- A. [2019-2952](#) FY20 Snow Operation Overview

**Presenter:** Shawn Graff, Assistant Director of Public Works Operations  
Christal Kliewer Weber, Assistant City Manager

**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. [BILL NO. 19-211](#) An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport. (BOAC 8-12-19) (F&BC 9-9-19)

**Presenter:** Joel Arrington, Assistant Airport Manager

- B. [BILL NO. 19-212](#) An Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri. (F&BC 9-9-19)
- Presenter:** Rick Gentry, Procurement and Contract Services Manager
- C. [BILL NO. 19-213](#) An Ordinance approving the use of a Cooperative Contract between The Interlocal Purchasing System (TIPS) and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri. (F&BC 9-9-19)
- Presenter:** Rick Gentry, Procurement and Contract Services Manager
- D. [BILL NO. 19-214](#) An Ordinance approving Amendment No. 4 to the budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by amending the authorized expenditures for the City of Lee's Summit and revising the authorized amount of Full Time Equivalents for the City of Lee's Summit. (F&BC 9-9-19)
- Presenter:** Chris Clubine, Management Analyst
- E. [BILL NO. 19-215](#) An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater. (F&BC 9-9-19)
- Presenter:** Jackie McCormick Heanue, Superintendent of Legal Services and Human Resources - Lee's Summit Parks and Recreation

## 9. Proposed Ordinances - Second Reading:

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

- A. [BILL NO. 19-194](#) An Ordinance approving a preliminary development plan for four sites located at 1971 SE Hamblen Road, 701 NW Main Street, 1751 NE Tudor Road and 1399 SW Ward Road for proposed ground-mounted solar arrays, in accordance with the provisions of Chapter 33, Unified Development Ordinance, of the Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.
- (Note: First reading by Council on September 3, 2019.)
- Presenter:** Josh Johnson, AICP, Assistant Director of Plan Services  
Dawn Bell, Project Manager
- B. [BILL NO. 19-196](#) An Ordinance granting a Special Use Permit for auto sales in District CS on land located at 704 and 708 SE Oldham Court for a period of thirty (30) years, all in accordance with Chapter 33, the Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit, Missouri.
- (Note: First reading by Council on September 3, 2019.)
- Presenter:** Josh Johnson, AICP, Assistant Director of Plan Services  
Kevin Killilea, Applicant

**10. Proposed Ordinances - First Reading:**

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

- A. [BILL NO. 19-216](#) An Ordinance accepting final plat entitled Princeton, Lots 1 and 2, as a subdivision to the City of Lee's Summit, Missouri.  
Presenter: Joshua Johnson, Assistant Director of Plan Services  
Denise Heintz, Lee's Summit Senior Community, LLC
- B. [BILL NO. 19-217](#) An Ordinance amending the Schedule of Fees and Charges for the City of Lee's Summit to establish a card payment service fee.  
Presenter: Bette Wordelman, Finance Director

**11. Committee Reports**

*Committee chairs report on matters held in Committee.*

Board of Zoning Adjustments - Sept. 19 - 6:00 p.m.  
Velocity - Sept. 23 - 2:30 p.m.  
Human Relations Commission - Sept. 23 - 6:30 p.m.  
Arts Council - Sept. 23 - 6:30 p.m.  
Human Services Advisory Board - Sept. 23 - 12:00 p.m.  
Mayor's State of the City Address - Sept. 24 - 5:00 p.m.  
Parks and Recreation Board - Sept. 18 - 6:00 p.m.  
Planning Commission - Sept. 26 - 5:00 p.m.  
Health Education Advisory Board - Sept. 26 - 6:30 p.m.  
City Council Regular Session - Oct. 1 - 6:00 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 "lsmo.legistar.com"

## Packet Information

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**File #:** 2019-3020, **Version:** 1

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Approval of Liquor Licenses G1 and S for the new owners of Summit Lanes, 803 SW Oldham Parkway, Lee's Summit, MO 64081.

**Key Issues:**

The approval of Liquor Licenses G1 and S for the new owners of Summit Lanes, an existing business located at 803 SW Oldham Parkway, Lee's Summit, MO.

**Background:**

A background check was conducted on the managing officer with no negative information found.

**Staff Recommendations:**

The director of liquor control recommends the approval of the Liquor Licenses G1 and S for the new owners of Summit Lanes.

# Summit Lanes - New Owners



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

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

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



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

To be completed by applicant as (check one):

Sole Owner & Operator ☐

Corporation ☐

Partnership ☐

LLC ☒

Corporation/LLC Name: Summit Lanes LLC

Business Name: Summit Lanes Phone: 816-524-3322

Business Address: 803 SW Oldham Pkwy Lee's Summit, MO 64081  
brian@summitlanes.com

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

Applicant's Name: Patrick Brian Strickland Phone: 816-524-3322

Home Address: 1628 SW Fredrick Dr Lee's Summit Mo 64081

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

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

Employment Address: 823 SW Oldham Pkwy Phone: 816-524-3322

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

2104 SW Rambling Vine Rd  
LSMO 64082

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

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

4. Have you or any person employed by you ever held any type of liquor license issued by the City of Lee's Summit or by the licensing authority of any state, county or city? No

Provide details: \_\_\_\_\_

5. Has any such license listed in question #4 ever been suspended or revoked? N/A If so, please give complete details: \_\_\_\_\_
6. Have you ever made application for a liquor license that was denied by the City of Lee's Summit or by the licensing authority of any state, county or city? NO If so, please give complete details: \_\_\_\_\_
7. Have you or anyone interested either directly or indirectly in the premises to be licensed hereunder or the operation thereon ever been convicted of a felony? NO If so, please give complete details: \_\_\_\_\_
8. If not a corporation/LLC, give names and business addresses of employers for the past five years. (If self-employed, state nature of business and location.): \_\_\_\_\_
9. Is the proposed location within 300 feet of a church or school? NO
10. If existing business, from whom and when was the business purchased? Buying Assets from BWK Inc. BWK Inc is dissolving  
Effective date of possession: 9-30-19 Name of mortgage holder, if any: Incredible bank
11. Will any distiller, wholesaler, wine maker, brewer, or supplier, or coin operated, commercial, manual or mechanical amusement devices or the employees, officers or agents thereof, have any financial interest in the retail business of the applicant for the sale of alcoholic beverages, or "C.O.B.", and will the applicant directly or indirectly borrow or accept from any such persons equipment, money, credit, or property of any kind except ordinary commercial credit for liquor sold? no If so, please explain: \_\_\_\_\_
12. Will applicant either directly or indirectly borrow or accept from any person identified in #11 either equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? no If so, please explain: \_\_\_\_\_



13. Will you at all times permit the entry of any officer or investigator who may have legal supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the ordinances of Lee's Summit, Missouri, and the laws of the State of Missouri; and do you promise and agree not to violate any of the ordinances of Lee's Summit, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which the license is sought? Yes

**IF BUSINESS IS OWNED BY A CORPORATION. COMPLETE THIS SECTION:**

Name of corporation/LLC: Summit Lanes LLC  
State in which incorporated: Missouri Date of incorporation: 7-15-19  
If not a Missouri corporation/LLC, date authorized to do business in Missouri: \_\_\_\_\_

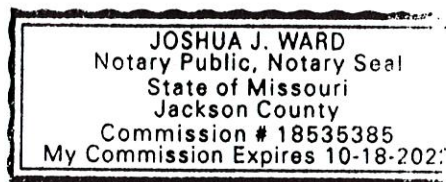
Full name, complete residential address, date of birth and Social Security Number of the President, Vice President, Treasurer and Secretary of the corporation (or Members of the LLC): Patrick Brian Strickland  
1628 SW Fredrick Dr Lee's Summit MO 64081, : Sara Christine  
Strickland, 1628 SW Fredrick Dr. Lee's Summit, MO 64081,  
Robert Edward Hughes , 9830 Broadmoor St, Overland Park, KS. 66212

If stock is not publicly held, give names and residential addresses of all stockholders who hold 10% or more of the capital stock: \_\_\_\_\_

(County of Jackson)

(State of Missouri)

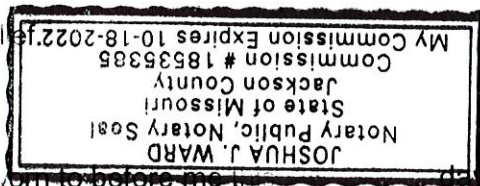
ss



I, Brian Strickland, being of lawful age and dulysworn upon my oath,  
(Print Applicant's Name)

do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

Subscribed and sworn to before me this 26th day of August, 2019



Brian Strickland  
Applicant's Signature

[Signature]  
Notary Public

My commission expires: 10-18-2022



**To Be Provided By Applicant:**

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

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

need

OK

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

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

**4) If existing business location:**

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

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

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

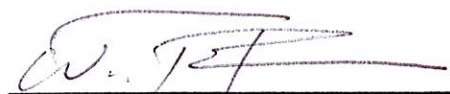
**6) Package Liquor Only:** Inventory Affidavit, notarized by the applicant, stating the type of business presently engaged in, or in conjunction with, which the license shall be used; **AND** stating that in his place of business the applicant has, and at all times keeps, a stock of goods having an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

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

**8) Estimated date of opening?** 9-30-19

**For Office Use Only:**

It is recommended this application be APPROVED / ~~DISAPPROVED~~ this 28<sup>th</sup> day of August, 2019.

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

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



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

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

Sole Owner & Operator ☐

Corporation ☐

Partnership ☒

Applicant's Name: Brian Strickland

Business Name: Summit Lanes LLC Phone: 816-524-3322

Business Address: 803 SW Oldham Pkwy Lee's Summit, MO

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

County of Jackson)

SS

State of Missouri)

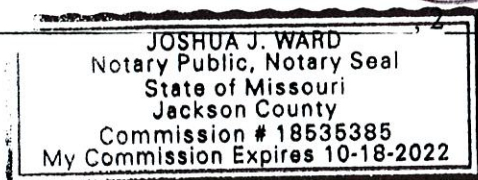
I, (please print) Brian Strickland, being of lawful age and duly sworn upon my oath, do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

Brian Strickland  
Applicant's Signature

Subscribed and sworn to before me this 26<sup>th</sup> day of August 2019  
My commission expires: 10-18-2022

[Signature]  
Notary Public

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



[Signature]  
Director of Liquor Control

City Council Action: ☐ Approved ☐ Disapproved

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

## Packet Information

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**File #:** BILL NO. 19-195, **Version:** 1

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An Ordinance approving a Preliminary Development Plan located at 704 and 708 SE Oldham Court in District CS for the proposed Aristocrat Motors in accordance with the provisions of Chapter 33, Unified Development Ordinance, of the Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

Proposed City Council Motion:

I move for adoption of an Ordinance approving a preliminary development plan located at 704 and 708 SE Oldham Court in District CS for the proposed Aristocrat Motors in accordance with the provisions of Chapter 33, Unified Development Ordinance, of the Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director of Plan Services  
Kevin Killilea, Applicant

## **BILL NO. 19-195**

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AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN LOCATED AT 704 AND 708 SE OLDHAM COURT IN DISTRICT CS FOR THE PROPOSED ARISTOCRAT MOTORS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 33, UNIFIED DEVELOPMENT ORDINANCE, OF THE LEE'S SUMMIT CODE OF ORDINANCES, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2019-204 submitted by Aristocrat Motors, requesting approval of a preliminary development plan in District CS (Commercial Services) on land located at 704 and 708 SE Oldham Court was referred to the Planning Commission to hold a public hearing; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the preliminary development plan on August 8, 2019, and rendered a report to the City Council recommending that the preliminary development plan be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on September 3, 2019, and rendered a decision to approve the preliminary development plan for said property.

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

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

*Lots 2 and 3, Oldham East Business Park, a recorded subdivision in Lee's Summit, Jackson County, Missouri.*

SECTION 2. That the following conditions of approval apply:

1. The developer shall construct the segment of sidewalk along SE Oldham Pkwy located west of the driveway as part of this development. The developer shall make payment to the City of Lee's Summit for construction cost in lieu of actual construction for the segment of sidewalk along SE Oldham Pkwy located east of the driveway.

SECTION 3. That development shall be in accordance with the preliminary development plan, date stamped July 16, 2019, appended hereto and made a part hereof.

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

## **BILL NO. 19-195**

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unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgment.

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

SECTION 6. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ 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*



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

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## Development Services Staff Report

<b>File Number</b>	PL2019-204 and PL2019-203
<b>File Name</b>	PRELIMINARY DEVELOPMENT PLAN and SPECIAL USE PERMIT for automobile sales – Aristocrat Motors
<b>Applicant</b>	Aristocrat Motors
<b>Property Address</b>	704 SE Oldham Ct
<b>Planning Commission Date</b>	August 8, 2019
<b>Heard by</b>	Planning Commission and City Council
<b>Analyst</b>	Hector Soto, Jr., AICP, Planning Manager
<b>Checked By</b>	Sue Pyles, PE, Senior Development Engineer

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### Public Notification

Pre-application held: April 30, 2019

Neighborhood meeting conducted: None held

Newspaper notification published on: July 20, 2019

Radius notices mailed to properties within 185 feet on: July 16, 2019

Site posted notice on: July 16, 2019

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### Table of Contents

1. Project Data and Facts	2
2. Land Use	3
3. Project Proposal	3
4. Unified Development Ordinance (UDO)	4
5. Comprehensive Plan	4
6. Analysis	5
7. Recommended Conditions of Approval	8

### Attachments

Traffic Impact Analysis prepared by Michael Park, dated July 30, 2019  
– 2 pages

Preliminary Development Plan, date stamped July 16, 2019 – 25 pages



SUP Narrative, dated July 16, 2019

SUP Criteria, dated June 14, 2019

Photos of Surrounding Properties – 4 pages

SUP Table for Auto Sales – 1 page

Location Map

## 1. Project Data and Facts

Project Data	
Applicant/Status	Aristocrat Motors/Developer
Applicant's Representative	Kevin Killilea
Location of Property	704 SE Oldham Ct
Size of Property	±2.38 acres
Zoning (Proposed)	CS (Commercial Services)
Comprehensive Plan Designation	Retail
Special Use Permit Time Period Requested	40 years
Procedure	<p>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.</p> <p><b>Duration of Validity:</b> There is no expiration to an approval for rezoning.</p> <p>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.</p> <p>A special use permit shall be valid for a specific period of time if so stated in the permit.</p>

Current Land Use
The property was most recently occupied by a manufactured home dealer up until approximately 2009. The site has remained vacant since that time.

Description of Applicant's Request
The applicant seeks approval of a preliminary development plan and special use permit to develop and operate the site as an automobile dealership. The applicant requests the special use permit be granted for a period of 40 years.

## 2. Land Use

### Description and Character of Surrounding Area

The property is generally located at the southeast corner of SE Hamblen Rd and US 50 Hwy. This particular intersection serves as a transition area between commercial and industrial uses along the US 50 Hwy corridor and the M-291 Hwy North/SE Hamblen Rd corridor.

### Adjacent Land Uses and Zoning

<b>North:</b>	US 50 Hwy
<b>South:</b>	Skate rink / CS; and Home improvement center / PMIX (Planned Mixed Use)
<b>East:</b>	Automobile sales / CP-2
<b>West:</b>	Future indoor climate-controlled storage facility / CS

### Site Characteristics

The site is a relatively flat irregularly shaped lot located east of SE Hamblen Rd between SE Oldham Pkwy and US 50 Hwy. The site shares access to/from SE Oldham Pkwy with the abutting Landmark Skate site to the south.

### Special Considerations

There are no special or unique site conditions to consider.

## 3. Project Proposal

### Site Design

Land Use	
Impervious Coverage:	59%
Pervious:	41%
<b>TOTAL</b>	<b>100%</b>

### Parking

Proposed		Required	
Total parking spaces proposed:	152	Total parking spaces required:	23
Accessible spaces proposed:	1	Accessible spaces required:	1
Parking Reduction requested?	No	Off-site Parking requested?	No

### Setbacks (Perimeter)

Yard	Building / Parking Required	Building / Parking Proposed
Front (SE Oldham Pkwy)	20' (Building) / 20' (Parking)	252'+ (Building) / 20' (Parking)
Side (north and south)	20' (Building) / 20' (Parking) – north; 6' (Parking) – south	27'+ (Building) / 20' (Parking) – north; 11' (Parking) – south



Rear (west)	20' (Building) / 15' (Parking)	92' (Building) / 20' (Parking)
-------------	--------------------------------	--------------------------------

#### Structure(s) Design

Number and Proposed Use of Buildings
1 automobile sales building
Building Height
30'0"
Number of Stories
1 story

## 4. Unified Development Ordinance (UDO)

Section	Description
2.040,2.260,2.300,2.320	Preliminary Development Plans
6.620,6.640,6.650,6.1050	Special Use Permits
4.210	Zoning Districts
8.120,8.170,8.180	Design Standards
8.220,8.230,8.250,8.260,8.290	Lighting Standards
8.530,8.580,8.620	Parking Standards
8.720,8.750,8.790,8.810,8.820	Landscaping

#### Unified Development Ordinance

The proposed use is allowed on the subject CS-zoned property, as well as the surrounding CP-2-zoned properties, with approval of a special use permit. Five other automobile dealerships currently exist east of the subject property along SE Oldham Pkwy.

The proposed use is consistent and compatible with other commercial uses in the surrounding CS- and CP-2- zoned properties, as well as industrial uses further west and south. Uses in the area include automobile dealerships, a home improvement center, a grocery store, a restaurant, hotels and office-warehouses.

## 5. Comprehensive Plan

Focus Areas	Goals, Objectives & Policies
Overall Area Land Use	Objective 1.1 Objective 1.3 Objective 1.4
Economic Development	Objective 2.1 Objective 2.2

Commercial Development	Objective 4.1 Objective 4.2
Public Facilities and Services	Objective 6.1

**Comprehensive Plan**

The proposed use is consistent with the retail land use recommended by the Comprehensive Plan for the area. The segment of the US 50 Hwy corridor located between SE Hamblen Rd and SE Ranson Rd is home to five (5) automobile dealerships. A distinguishing characteristic of the proposed automobile dealership from other dealerships in the city is the focus on luxury automobile sales.

**6. Analysis****Background and History**

The applicant seeks approval of a preliminary development plan and special use permit for Aristocrat Motors. The proposed development consists of a single-story 7,397 sq. ft. building on Lots 2 and 3 of *Oldham East Business Park*. The proposed exterior building materials consists of masonry, EIFS, aluminum composite metal (ACM) panels and glass. A modification to the display area setback from the south property line is sought as part of this application. The applicant requests the special use permit be granted for a period of 40 years.

A preliminary development plan and special use permit for automobile sales (Kansas City Motors) were previously approved for this site in 2017. The previous project was for a 4,200 sq. ft. masonry, stucco and glass building. The special use permit was granted for a period of 10 years. The owner of Kansas City Motors never proceeded with construction.

- December 29, 1951 – A portion of what is now 700 SE Oldham Court was annexed into the City.
- March 27, 1962 – The 715 Zoning Ordinance and associated Zoning Map was adopted. Property that now comprises 700 SE Oldham Court was shown as M-1 (Light Industrial).
- December 31, 1964 – The remainder of what is now 700 SE Oldham Court, 701 SE Oldham Court, and 704 SE Oldham Court were annexed into the City.
- August 12, 1972 – A building permit (#5593) was issued for the existing skating rink located at 919 SE Oldham Parkway (now 701 SE Oldham Court).
- January 4, 1979 – A building permit (#77-495) was issued for occupancy of a 2,675 sq. ft. building at 911 SE Oldham Parkway (now 704 SE Oldham Court). The building has since been razed. The property is currently vacant.
- October 10, 1980 – A building permit (#80-306) was issued for occupancy for Mid-America Homes Center, Inc., located at 609 SE Oldham Parkway, now 700 SE Oldham Court. The property is currently vacant.

- June 2, 1987 – The City Council approved a rezoning (Appl. #1987-012) from District A (Agricultural) and M-1 (Light Industrial) to C-1 (General Business) (now CP-2 [Planned Community Commercial]), by Ord. #2979. This rezoning included a portion of the property that is now addressed as 700 SE Oldham Court.
- July 7, 2016 – The City Council approved a vacation of right-of-way (Appl. #PL2016-021) for all of SE Oldham Court and a portion of SE Oldham Parkway located at its intersection with SE Oldham Court by Ord. #7912.
- July 7, 2016 – The City Council approved a rezoning (Appl. #PL2016-066) from CP-2 (Planned Community Commercial) and PI (Planned Industrial) to CS (Planned Commercial Services) by Ord. #7913.
- February 16, 2017 – The City Council approved a preliminary development plan (Appl. #PL2016-217) and special use permit (Appl. #PL2016-218) for Kansas City Motors by Ord. #8100 and Ord. #8101, respectively. The special use permit was granted for a period of ten (10) years.
- July 14, 2017 – Staff administratively approved a final development plan (Appl. #PL2017-119) for Kansas City Motors. The approved plan became null and void after one (1) year due to no building permit being obtained.
- July 13, 2018 – A new final development plan (Appl. #PL2018-114) for Kansas City Motors was submitted for staff approval. Review comments were transmitted to the developer on July 27, 2018. No further action was taken by the applicant. The application became null and void on July 27, 2019, due to inactivity on the application.

### **Compatibility**

The property is located at the intersection of the US 50 Hwy and M-291 Hwy North commercial corridors. SE Hamblen Rd serves as an industrial corridor south of US 50 Hwy.

Automobile sales is a compatible use for the area and zoning. The subject property and the two abutting properties to the west and south are zoned CS. The area is flanked by CP-2 zoning to the west, CP-2 zoning to the east and PMIX zoning to the south. Automobile sales are an allowed use with a special use permit in the CP-2 and CS zoning districts, as well as a permitted use by right with an approved plan in the PMIX zoning district. The segment of SE Oldham Pkwy located between SE Hamblen Rd and SE Ranson Rd is currently home to five (5) automobile dealerships.

The proposed building materials and architecture are similar and compatible with existing automobile dealerships along SE Oldham Pkwy further to the east. The proposed building exterior is composed of masonry, architectural composite metal panels and glass.

### **Adverse Impacts**

The proposed development will not detrimentally impact the surrounding area. The proposed infill project redevelops a long vacant and previously underutilized property along the US 50 Hwy corridor.

The proposed development will not create excessive storm water runoff. Storm water will be managed on-site through an underground storm water detention system.

The proposed use is not expected to create excessive noise and air pollution. No on-site automobile repair services will be offered at the facility. On-site services are limited to the detailing of cars for sale; detailing services are not extended to the public.

### **Public Services**

The proposed development will not impede the normal and orderly development and improvement of the surrounding property. The subject property is an infill site that has remained vacant approximately 10 years. The proposed development will tie into the existing public infrastructure.

SE Oldham Pkwy has sufficient capacity to accommodate the proposed use; no improvements to SE Oldham Pkwy are required as part of the proposed development. The development will use an existing point of access to/from SE Oldham Pkwy shared with the abutting Landmark Skate site to the south.

### **Modifications**

Vehicle Display Setback.

- Required – 20 foot setback from all property lines
- Proposed – 11 foot setback from the south property line
- Recommended – The parking lot located due south of the proposed building is set back 11 feet from the south property line. The applicant's request is to allow for a reduced vehicle display area setback for only the south of the building in order to match the limits of the parking lot. The required 20 foot vehicle display area setback is met everywhere throughout the site, save for this area.

Except for the fact that the parking spaces along the south property line will be used for vehicle display rather than customer and employee parking, these spaces meet all other UDO requirements. The proposed 11 foot setback exceeds the 6 foot setback required for typical customer and employee parking space usage. However, the UDO imposes a greater setback requirement for parking spaces used for the display of vehicles for sale/lease. The subject property is an irregular-shaped infill lot. The site layout combined with the irregular lot configuration allows the parking lot to meet all typical parking lot setback requirements, but an additional 9 feet of separation cannot be gained south of the building in order to meet the more stringent vehicle display area setback requirement. Use of the spaces for vehicle display is not expected to be any more impactful on the surrounding properties than the use of the same spaces for typical parking purposes. Staff supports the modification to allow the reduced display area setback along the south property line as proposed.

### **Special Use Permit Conditions**

The development is subject to the following special use permit conditions for outdoor sale or lease of motor vehicles (UDO Section 6.1050.A):

1. Motor vehicles must be set back ten (10) feet from all property lines or in compliance with the district's setback lines, whichever is greater. **The CS zoning district requires a 20-foot building**

**setback from all property lines, and thus the display of vehicles is subject to this greater setback. Vehicle display areas meet the 20-foot setback requirement from all property lines, except the south property line where the applicant proposes to display vehicles 11 feet from said south property line. A modification is required for vehicle display setback from the south property line.**

2. No fencing is permitted in the area forward of the main building or within the front yard setback if no building exists on the premises. **No fencing is proposed for the development. Should the applicant later decide to employ a means of securing the site, other dealerships throughout the city have employed the use of single-bar pipe railing around the site as an acceptable alternative to fencing.**
3. All display or storage area must be paved and the motor vehicles arranged in an orderly manner. **All vehicles and will be displayed or stored on the paved parking lot surface or on paved display pad along the site's entrance.**

#### **Special Use Permit Time Period**

The applicant requests the special use permit be granted for a period of 40 years. Special use permits for new construction sites, such as the subject application, have typically been granted time periods of 20 or 30 years (see attached table). On two occasions have time periods of 10 years been granted to new construction sites, one of which was for the Kansas City Motors project previously approved for the subject site.

#### **Recommendation**

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

## **7. Recommended Conditions of Approval**

### **Site Specific**

1. A modification shall be granted to the 20' vehicle display area setback requirement, to allow an 11' setback from the south property line.
2. The developer shall construct the segment of sidewalk along SE Oldham Pkwy located west of the driveway as part of this development. The developer shall make payment to the City of Lee's Summit for construction cost in lieu of actual construction for the segment of sidewalk along SE Oldham Pkwy located east of the driveway.
3. The special use permit shall be granted for a period of 30 years.

## **Standard Conditions of Approval**

4. 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.
5. 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).
6. 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 Final Development Plan / Engineering Plans.
7. 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.
8. Private parking lots shall follow Article 8 of the Unified Development Ordinance for pavement thickness and base requirements.
9. 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 2018 International Fire Code.
10. The fire lanes shall be marked to the north sides of the parking lots to allow access to the hydrants.
11. Confirm the storm water detention structures and pavement will support the weight of fire apparatus (75,000 pounds).
12. Sign permits shall be obtained prior to installation of any signs through the Development Services Department. All signs proposed must comply with the sign requirements as outlined in the sign section of the Unified Development Ordinance.
13. A final plat or minor plat shall be approved and recorded (with the appropriate number of copies of the recorded plat returned to the Development Services Department) prior to any building permits being issued.



## Aristocrat Pre-Owned Sales Building

## New Construction

Soave Automotive Group

**Lee's Summit, MO**

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Revisions:

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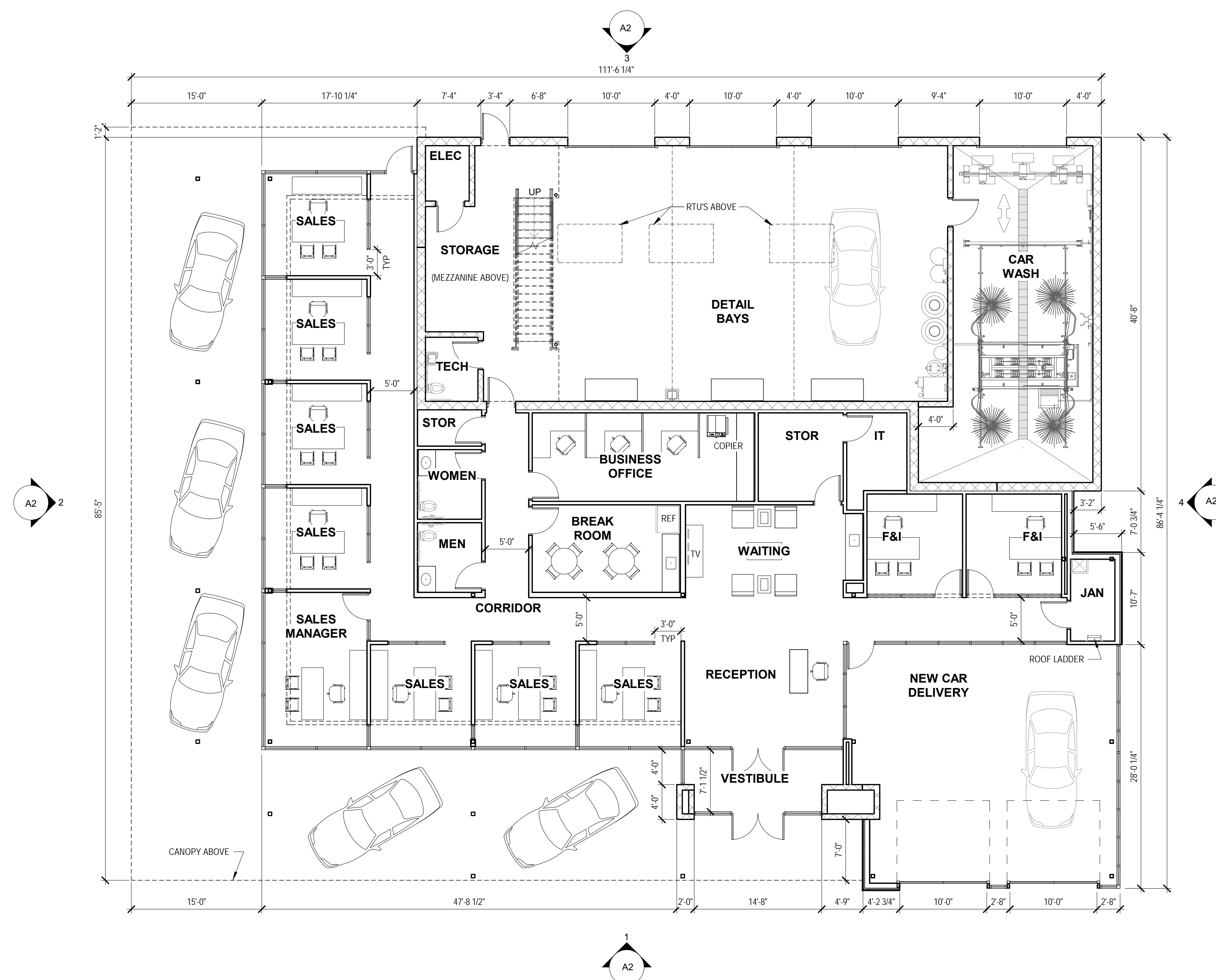
Project #: 180508

## Preliminary Development Plan Resubmittal

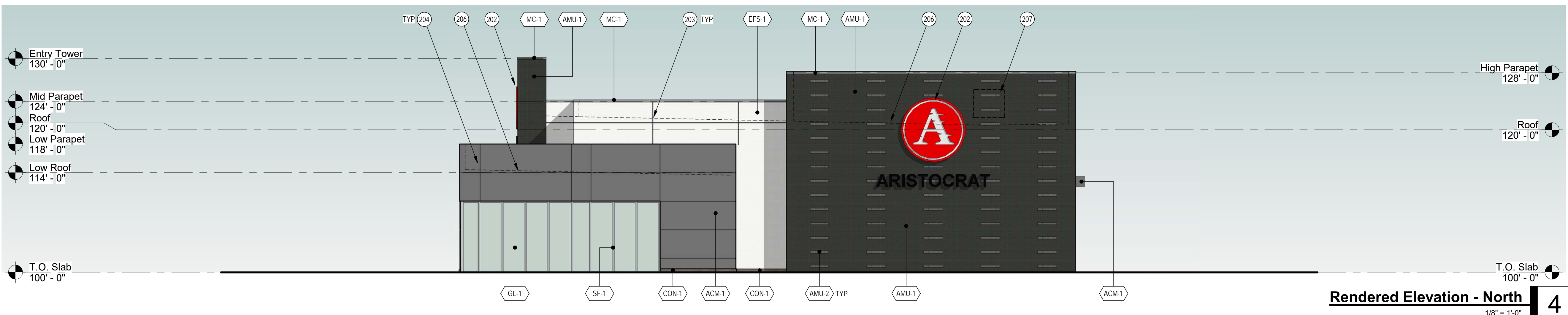
07/15/2019

## FLOOR PLAN

# A1

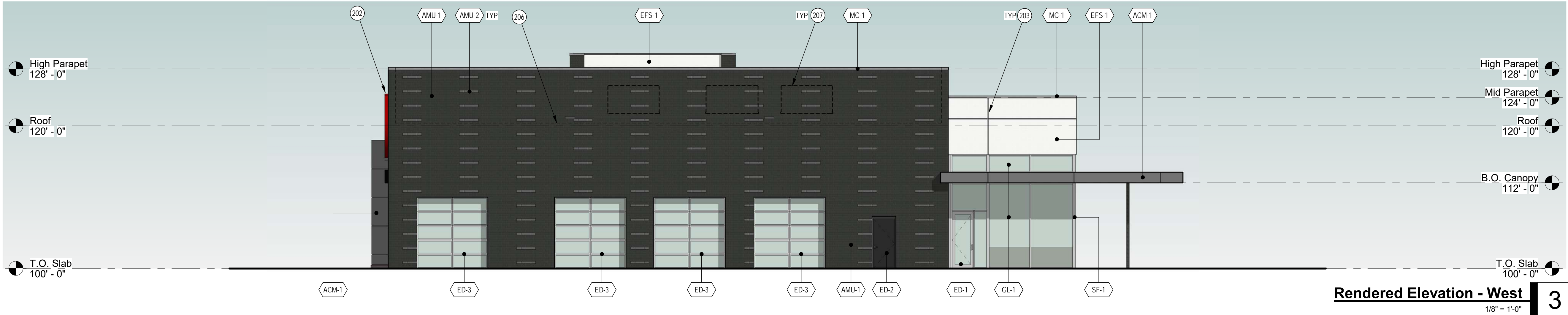






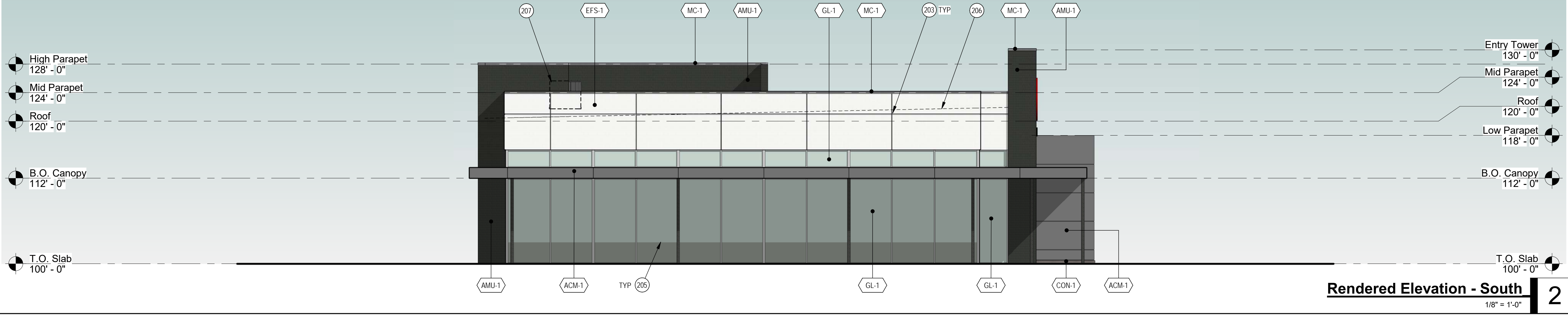
Rendered Elevation - North

4



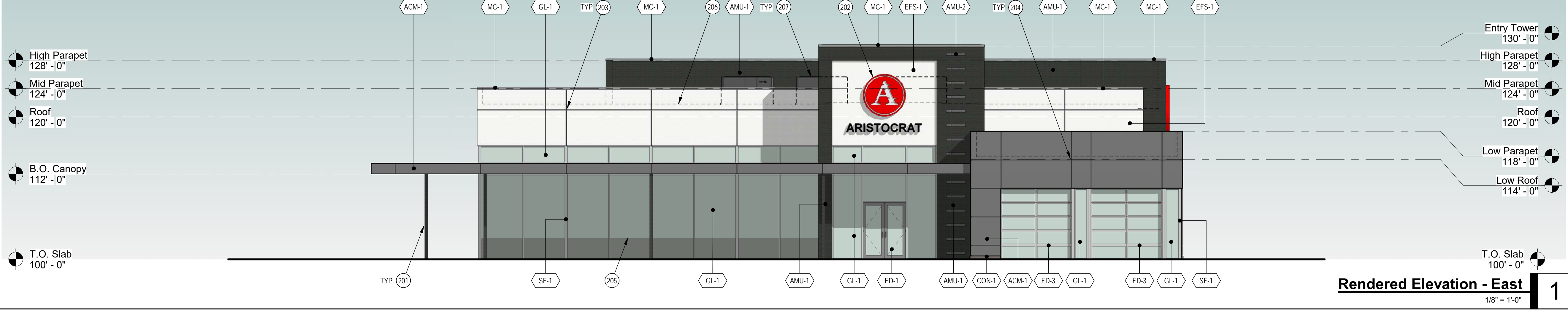
Rendered Elevation - West

3



Rendered Elevation - South

2



Rendered Elevation - East

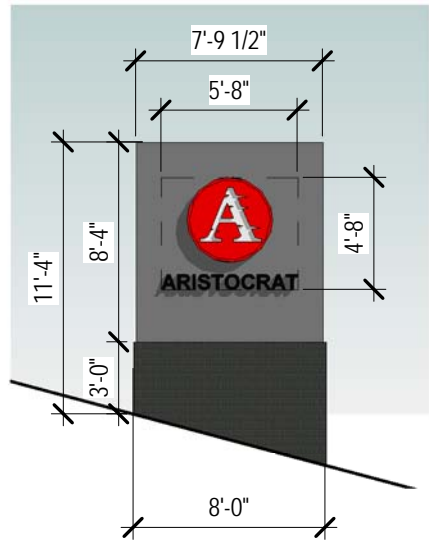
1

MATERIALS

ACM-1	ALUMINUM WALL PANEL MANUFACTURER: ALPOLIC COLOR/FINISH: MICA MFS GREY
AMU-1	ARCHITECTURAL MASONRY UNIT 4 X 16 RUNNING BOND MANUFACTURER: YORK BUILDING PRODUCTS COLOR/FINISH: GEMSTONE - MINK (GLOSSY)
AMU-2	ARCHITECTURAL MASONRY UNIT 4 X 16 RUNNING BOND MANUFACTURER: YORK BUILDING PRODUCTS COLOR/FINISH: GEMSTONE - MINK (MATT)
CON-1	CAST IN PLACE CONCRETE WALL CURB COLOR/FINISH: TBD
ED-1	WIDES STILE ALUMINUM STOREFRONT DOOR MANUFACTURER: KAWNEER COLOR/FINISH: (MATCH SF-1 AND GL-1)
ED-2	FLUSH HOLLOW CORE STEEL DOOR W/ HIGH PERFORMANCE COATING COLOR/FINISH: TBD
ED-3	OVERHEAD GLASS AND ALUMINUM FRAME SECTIONAL DOOR MANUFACTURER: TBD COLOR/FINISH: (MATCH SF-1 AND GL-1)
EFS-1	EXTERIOR INSULATED FINISH SYSTEM (EIFS) MANUFACTURER: TBD COLOR/FINISH: FINE TEXTURE - 612 MOONLIGHT
GL-1	CLEAR INSULATED LOW-E GLAZING MANUFACTURER: AGC ENERGY SELECT 40
MC-1	PRE-FINISHED METAL COPING MANUFACTURER: BERRIDGE MFG. COLOR/FINISH: LEAD-COTE
SF-1	ALUMINUM STOREFRONT SYSTEM MANUFACTURER: KAWNEER COLOR/FINISH: CLEAR ANODIZED

KEYNOTES

201	STRUCTURAL COLUMN WITH HIGH PERFORMANCE COATING COLOR/FINISH: TBD
202	WALL MOUNTED BUILDING SIGNAGE BY OWNER
203	EIFS 'V' GROOVE REVEAL
204	ACM JOINT / REVEAL
205	TRANSLUCENT FILM APPLIED TO LOWER PORTION OF GLAZING
206	LINE OF ROOF BEYOND PARAPET
207	ROOF TOP UNIT (RTU) BEYOND PARAPET



Monument Sign

1/8" = 1'-0"

Aristocrat Pre-Owned Sales Building

New Construction  
Soave Automotive Group  
Lee's Summit, MO

Revisions:	
Project #:	180508
Preliminary Development Plan Resubmittal	07/15/2019





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Aristocrat Pre-Owned Sales Building

New Construction

Soave Automotive Group

Lee's Summit, MO



Revisions:

Project #: 180508

Preliminary Development  
Plan Resubmittal  
07/15/2019

EXTERIOR EXHIBITS

A3

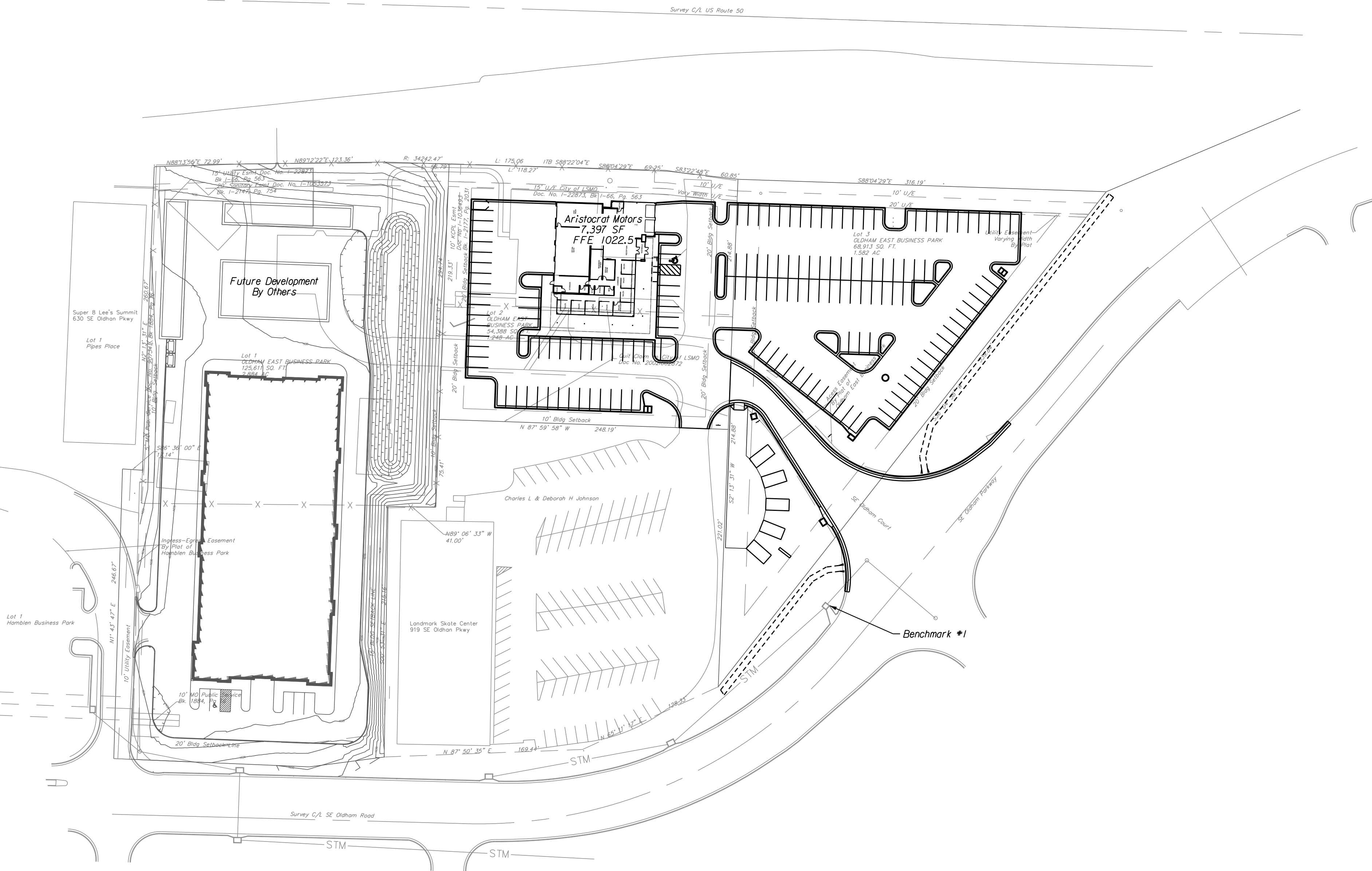
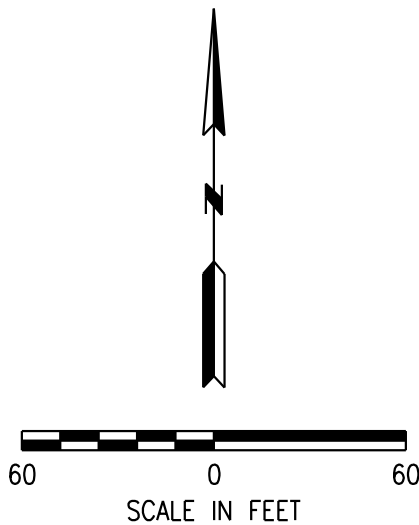


INDEX

- 1 COVER SHEET
- 2 DEMOLITION PLAN
- 3 DIMENSION PLAN
- 4 GRADING PLAN
- 5 ADA RAMP DETAIL
- 6 STORM SEWER PLAN
- 7 DRAINAGE AREA MAP
- 8 UTILITY PLAN
- 9 EROSION CONTROL PLAN
- 10-14 DETAIL SHEETS

APPENDIX:  
ARCHITECTURAL FLOORPLANS AND ELEVATIONS  
LANDSCAPING PLANS  
LIGHTING PLANS AND SPECS  
ADS STORM TECH DETENTION PLANS

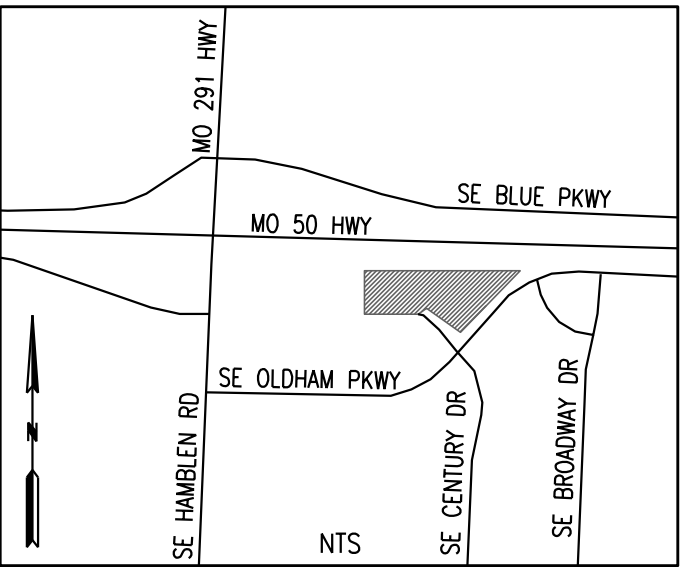
ARISTOCRAT MOTORS  
LOTS 2 AND 3  
OLDHAM EAST BUSINESS PARK  
LEE'S SUMMIT - JACKSON COUNTY MO  
PRELIMINARY DEVELOPMENT PLAN



UTILITIES

- City of Lee's Summit  
Department of Public Works  
220 SE Green  
Lee's Summit, Mo.  
816-969-1800
- KCPL  
130 SE Hamblen Road  
Lee's Summit, Mo.  
816-347-4320
- Missouri Gas Energy  
3025 SE Clover Road  
Lee's Summit, Mo.  
816-537-4681
- AT&T  
215 N. Spring  
Independence, Mo.  
816-325-5610
- Time Warner  
6550 Winchester Avenue  
Kansas City, Mo.  
913-643-1901
- Missouri One Call  
1-800-344-7483

VICINITY MAP



PREPARED FOR  
**ARISTOCRAT MOTORS**  
6102 West 65th Street  
Merriam, KS 66203  
Attn: Kevin Killilea

PROJECT BENCHMARK  
#1 SE Corner of Existing Field Inlet  
N: 995728.08  
E: 2828733.64  
Elev: 1013.12

DATE	REVISION	NO.	BY	CHK/APP
7/16/19		2	RAM	RKS
6/14/19		1	RAM	RKS
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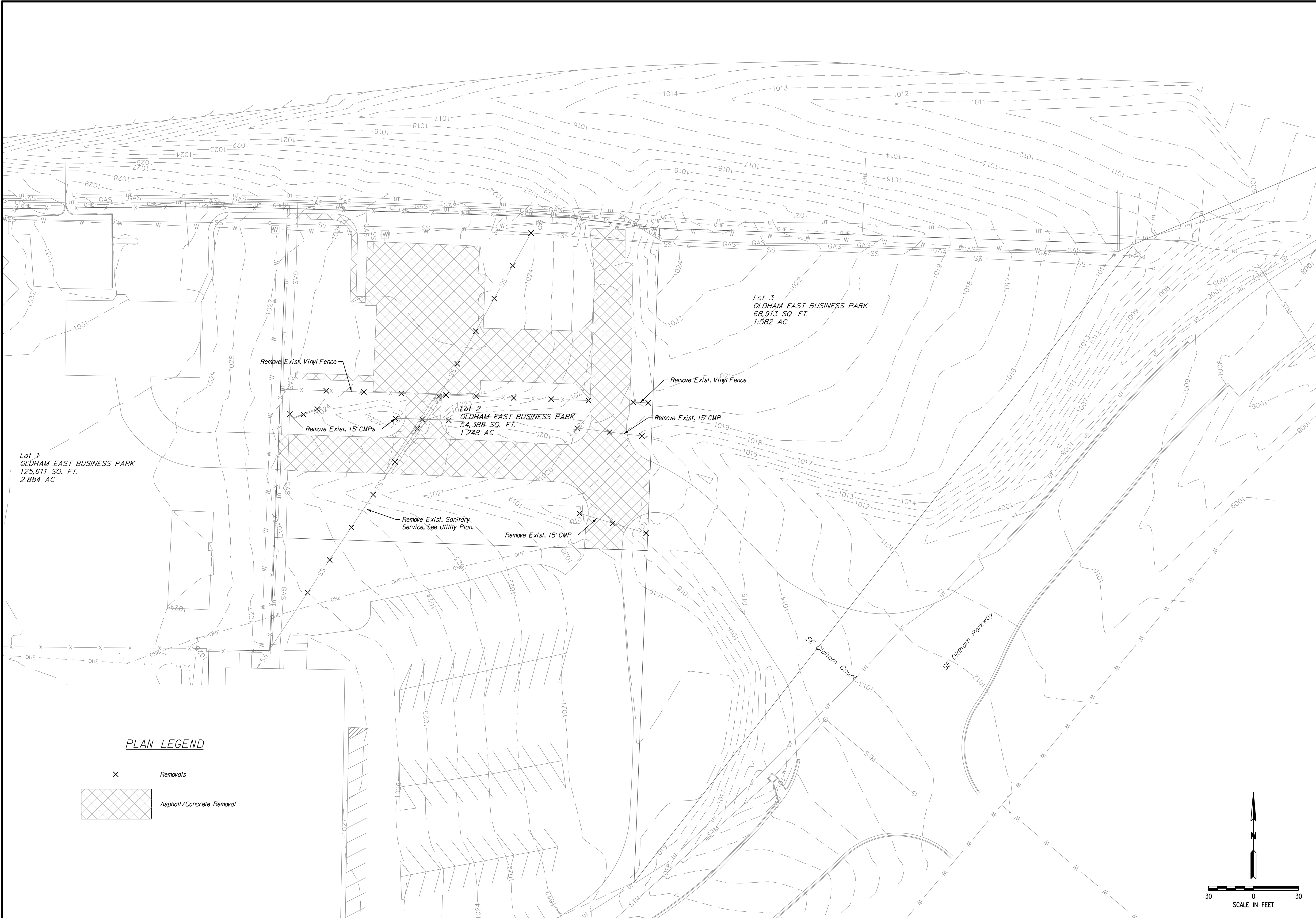


**consult inc** engineers planners  
CORPORATE LICENSE NO. E2010005873  
11010 Haskell St., Ste 210 Kansas City, KS 66109 816-759-2285

COVER SHEET		ARISTOCRAT MOTORS	
		LEE'S SUMMIT - JACKSON COUNTY - MISSOURI	
X-REF NO.		XXX	
DRAWING NO.		XXX	
DATE		July 2019	
JOB NO.		19.006.01	
1	SHEET OF	14	REV.



7/9/2019  
FDP-DemoPlan.dgn



DEMOLITION PLAN	
ARISTOCRAT MOTORS	
LEE'S SUMMIT - JACKSON COUNTY - MISSOURI	
X-REF NO. XXX	
DRAWING NO. XXX	
DATE July 2019	
JOB NO. 19.006.01	
2	SHEET OF 14

7/16/19

consultants Inc engineers planners

DATE	REVISION	NO.	BY	CHK/APP
7/16/19	Addressed City Comment Letter dated 6/28/19	2	RAM	RKS
6/14/19	PDP Submittal	1	RAM	RKS

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REV.



GENERAL NOTES:

- The recorded plat, Oldham East Business Park was used in preparation of this Final Development Plan.
- Cross Access easements for common driveways and adjoining parking lots will be provided on the Final Plat.
- There is no visible evidence of abandoned oil or gas wells located within the plot boundary, as identified in "Environmental Impact Study of Abandoned Oil and Gas Wells in Lee's Summit, Missouri", Edward Alton May, Jr., P.E., 1995.
- Mechanical units shall be totally screened from view in accordance with Article 8 of the UDO.
- All materials, colors, and architecture of buildings to meet the requirements of Article 8 of the current UDO.
- Contractor to locate and relocate any existing utilities that may conflict with construction as necessary.
- The development shall meet the requirements of the Unified Development Ordinance, Design and Construction Manual, Access Management Code and other ordinance for development including, but not limited to, parking setbacks and spaces, ADA requirements, site lighting, landscaping and screening, utilities, and zoning requirements.
- Every ADA accessible parking space shall be identified by a sign, mounted on a pole or other structure, located between 36 inches and 60 inches above the ground, measured from the bottom of the sign, and the head of the parking space.
- All identifying signs shall be 12 inches wide by 18 inches in height and meet the requirement set forth in the Manual on Uniform Traffic Control Devices, as referenced in the Lee's Summit General Code of Ordinances.
- All Landscaping to meet Article 8 of the UDO.
- There shall be two way traffic movement.
- See architectural submittal for all building dimensions, monument signs and lighting details.
- Parking lot screening to meet UDO.
- See Lighting Plans and Specs for all information related to parking lot lighting.
- All curb to be CG-I curb, unless otherwise noted.
- Easements are provided for ingress/egress as shown and per the recorded plat.
- Parking Spaces shall be 9' x 19' (perimeter w/ curb), 9' x 19' (interior center), and 9' x 20' (interior w/ no curb).
- Watershed: East Fork-Little Blue River (to Prairie Lee Lake)
- A minor plat will be prepared to combine the two lots into 1 lot. A private easement for the sanitary sewer service for the Landmark Skate Center building will be dedicated on the plat.
- All dimensions are to back of curb unless otherwise noted.
- All curb radii within parking lot are 5' unless otherwise noted.

STREETS:

- Improvements to the main entrance off of SE Oldham Parkway shall consist of curb & gutter addition only. In regards to sidewalk along frontage, payment shall be made to the City of Lee's Summit for construction cost in lieu of actual construction of sidewalk.

BUILDING LINES:

- Minimum required building line is 20 feet from all property lines.

PARKING SETBACK LINES:

- Minimum required parking setback line is 20 feet on 50 Hwy & SE Oldham Pkwy frontages, 6 feet is required from all other property lines.

SIDEWALKS:

- Interior sidewalks are 5' as shown. Sidewalks to be 5' PCC on 4' of compacted gravel.

PROJECT DATA:

The site is Zoned CS  
Project Area - 2.83 acres  
Number of Lots - 2

PHASING:

- The project infrastructure as shown shall be completed in 1 phase.

PARKING:

- Parking Spaces Required/Provided - 23/23 (149 Total)  
Garage - 3/bay x 4 bays = 12  
Sales Area - 2/1000sf - 4.7 x 2 = 9.4 (10)  
Outside Display Area - 1/2500sf, 5 display pads at 200sf each - 1000sf = 0.4 (1)  
ADA Spaces Required/Provided - 1/1

SITE ADDRESS:

704 SE Oldham Court, Lee's Summit, MO 64081

City Esmt Doc. No. 1-22813  
-66, Pg 563  
Sanitary Esmt Doc. No. 1-1035573  
-2147, Pg. 754

Lot 1  
OLDHAM EAST BUSINESS PARK  
125,611 SQ. FT.  
2.884 AC

PLAN LEGEND

- TE Trash Enclosure
- ★ Of Parking Stalls
- CG-I Curb & Gutter (See Detail Sheet)
- CG-I "Dry" Curb & Gutter (See Detail Sheet)
- 5' PCC
- Drivable Turf (See Landscaping Plan)
- Required Parking Spaces
- Pavement (See Detail Sheet)
- Trash Enclosure Pad & Approach (See Detail Sheet)

Charles L & Deborah H Johnson

Match Existing  
N: 995880.84  
E: 2828604.24

Match Existing  
N: 995879.92  
E: 2828630.38

Install Yield Sign (R1-2)  
30"x30"x30"

"NO PARKING - FIRE LANE" Sign

Concrete Vehicle Display Pad

Payment Shall be Made to the City of Lee's Summit for Construction Cost in Lieu of Actual Construction of Sidewalk

US 50 HWY

Curb to be painted red and stenciled "NO PARKING - FIRE LANE"

5'x5' ADA Compliant Ramp  
ADA Parking Sign

Service & Support Areas  
2,670 SF

Sales and Support Areas  
4,727 SF

Lot 2  
OLDHAM EAST BUSINESS PARK  
54,388 SQ. FT.  
1.248 AC

Lot 3  
OLDHAM EAST BUSINESS PARK  
68,913 SQ. FT.  
1.582 AC

Construct CG-I Face to Face to Form Concrete Flume

Construct CG-I Face to Face to Form Concrete Flume

Construct CG-I Face to Face to Form Concrete Flume

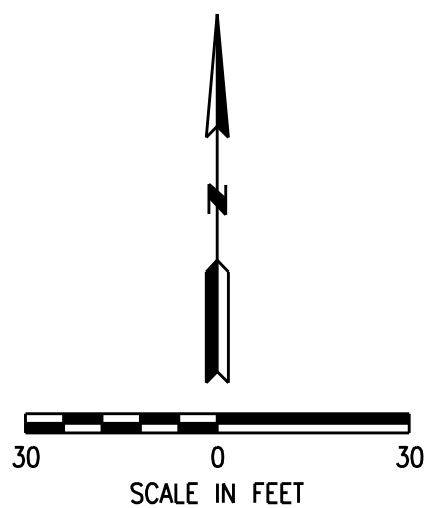
Match Existing  
N: 995886.70  
E: 2828886.22

Match Existing  
N: 995740.40  
E: 2828746.42

Monument Sign  
96 SF (Max. per Ordinance)

GENERAL INFORMATION

LOT NO.	LOT AREA SQ. FT.	BUILDING AREA SQ. FT.	FAR	REQUIRED PARKING SPACES	PROVIDED PARKING SPACES	IMPERVIOUS AREA SQ. FT.	PERCENT IMPERVIOUS AREA (%)
2 & 3	123301	7397	.06	23	152	72943	0.592



DATE	REVISION	NO.	BY	CHK/APP
7/16/19	Addressed City Comment Letter dated 6/28/19	2	RAM	RMS
6/14/19	PDP Submittal	1	RAM	RMS

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CORPORATE LICENSE NO. E2010005873

DIMENSION PLAN

ARISTOCRAT MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

X-REF NO.	XXX
DRAWING NO.	XXX
DATE	July 2019
JOB NO.	19.006.01
SHEET OF	14

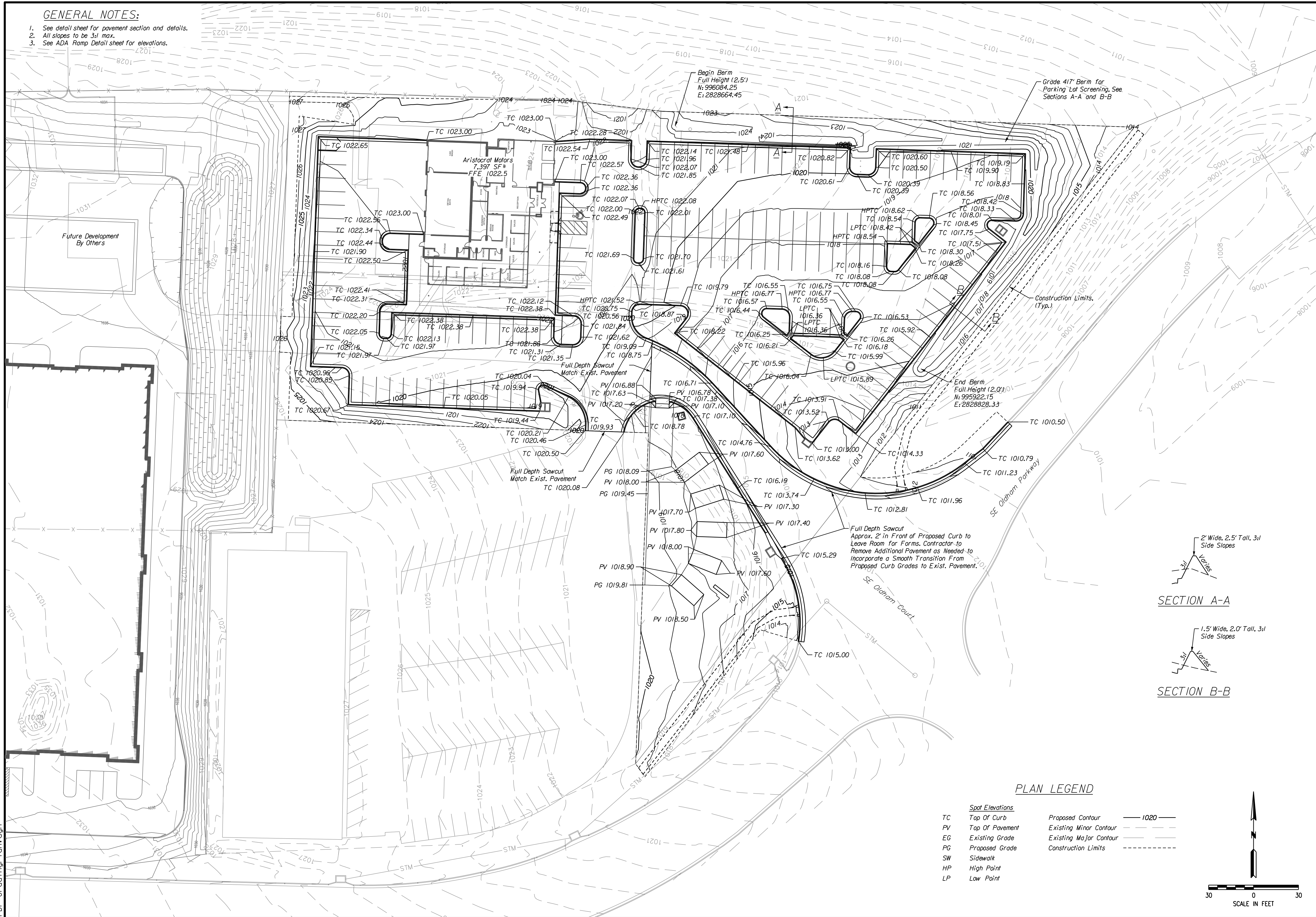
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7/9/2019  
FDP-GradingPlan.dgn

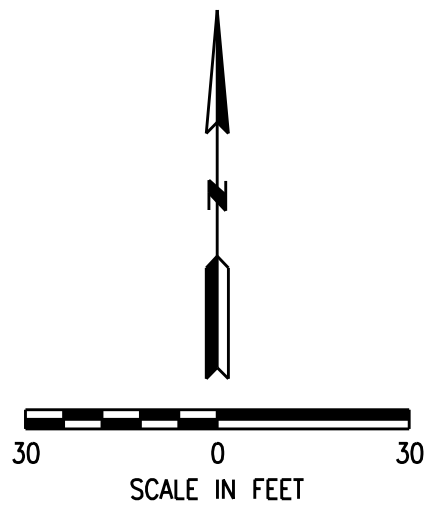
### GENERAL NOTES:

1. See detail sheet for pavement section and details.
2. All slopes to be 3:1 max.
3. See ADA Ramp Detail sheet for elevations.



### PLAN LEGEND

TC	Spot Elevations	Proposed Contour	1020
PV	Top Of Curb	Existing Minor Contour	
EG	Top Of Pavement	Existing Major Contour	
PG	Existing Grade	Construction Limits	
SW	Proposed Grade		
HP	Sidewalk		
LP	High Point		
	Low Point		



### GRADING PLAN

### ARISTOCRAT MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI



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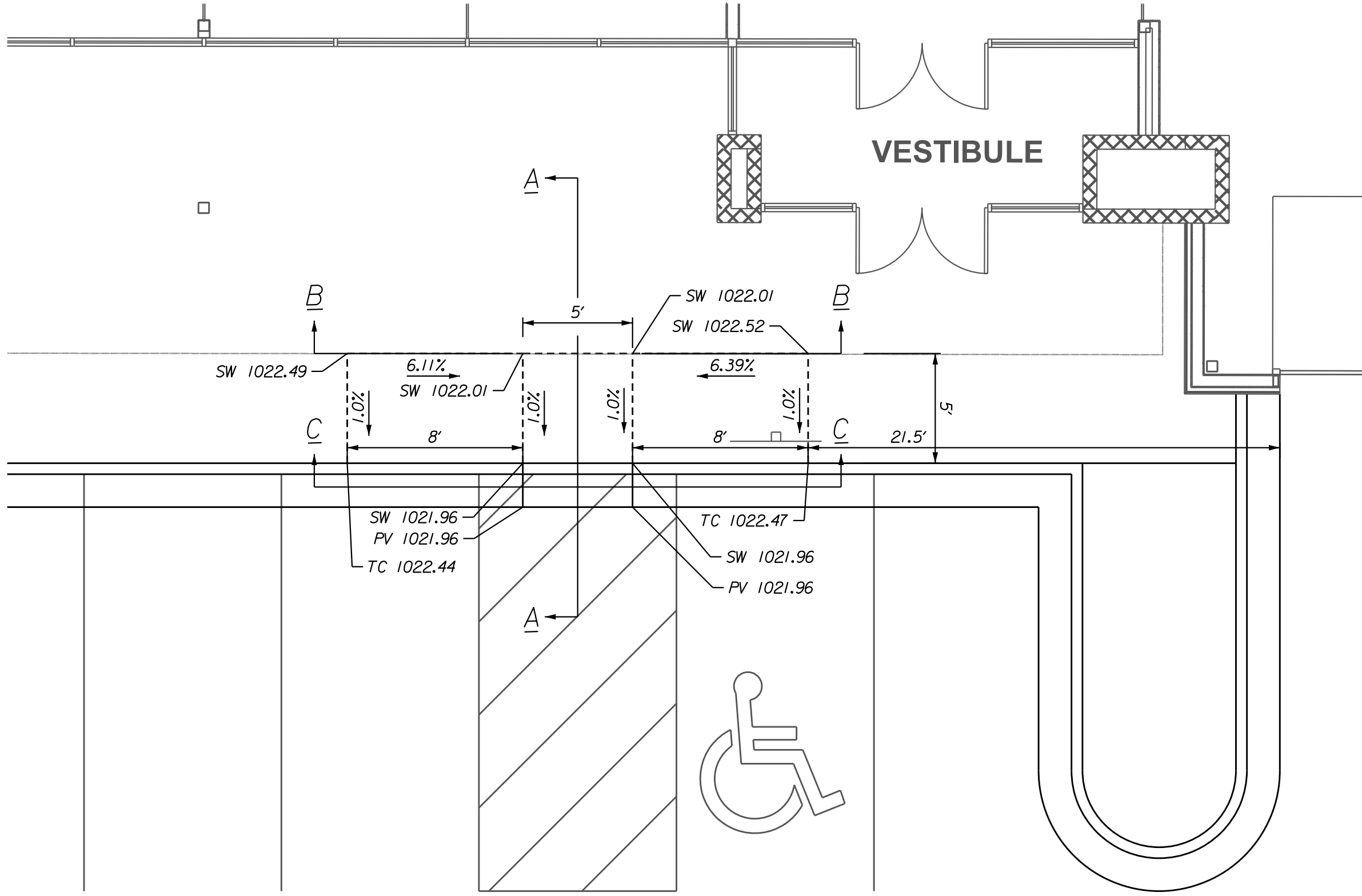
DATE	REVISION	NO.	BY	CHK/APP
7/16/19		2	RAM	RKS
6/14/19		1	RAM	RKS
7/16/19	Addressed City Comment Letter dated 6/28/19			
6/14/19	PDP Submittal			

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7/16/19

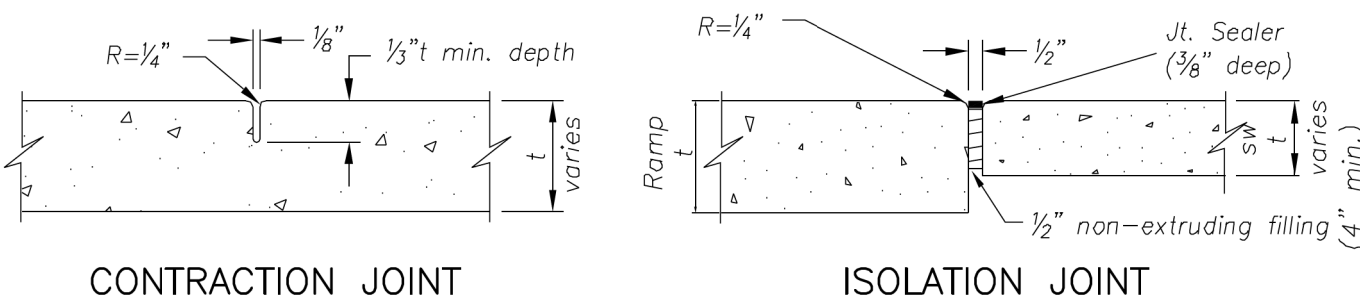
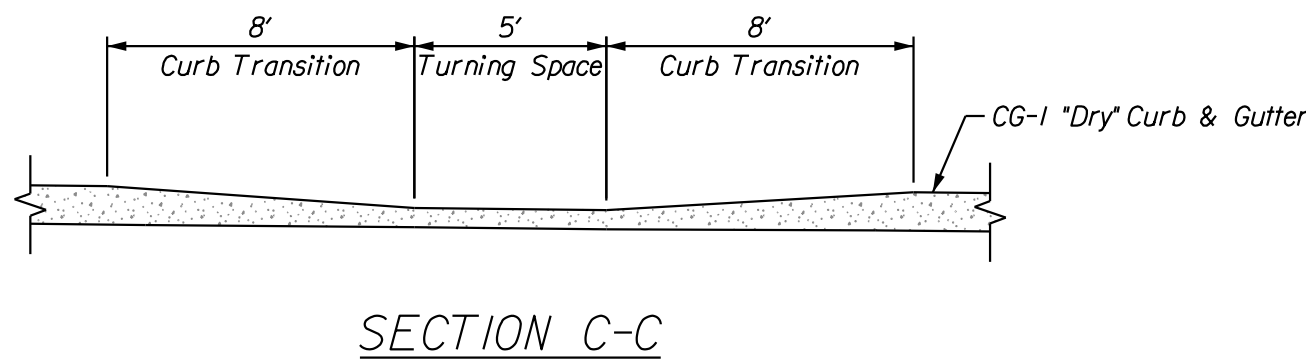
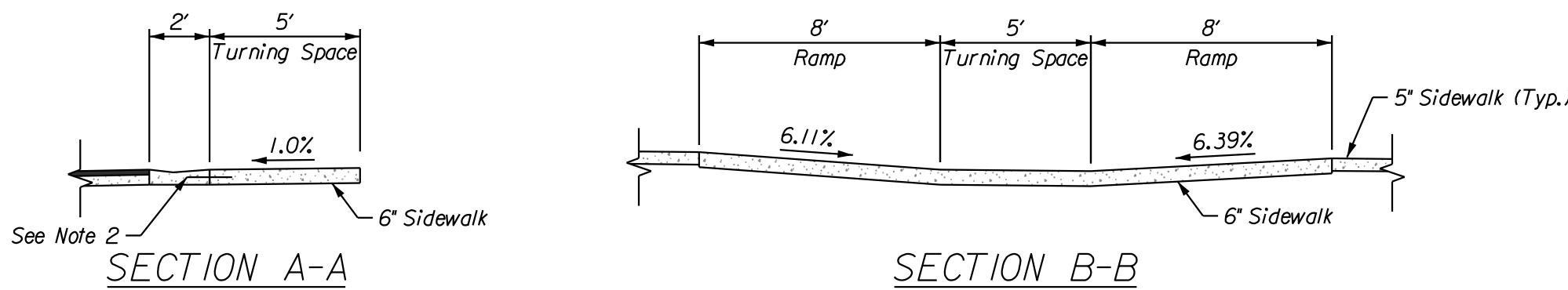
4 SHEET OF 14





SIDEWALK/SHARED-USE PATH & SIDEWALK/SHARED-USE RAMP NOTES:

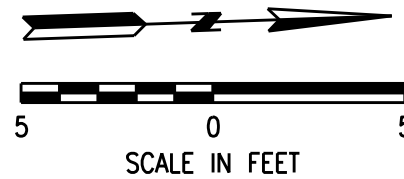
1. CURB RAMP OPENING, NOT INCLUDING FLARES, SHALL MATCH EXISTING SIDEWALK WIDTH AND OPENING SHALL BE AT LEAST 48" WIDE.
2. USE 18" LONG #4 EPOXY COATED TIE BARS @ 24" O.C. EMBED TIE BARS 9" IN EACH DIRECTION.
3. ALL RAMPS, SIDEWALKS, SHARED-USE PATHS SUBGRADE MUST BE OF STABLE, COMPACTED EARTH AND SHALL BE OVERLAYED WITH 4" COMPACTED DENSE GRADED AGGREGATE BASE.
4. LONGITUDINAL JOINT SPACING TO MATCH WIDTH OF SIDEWALK.
5. ISOLATION JOINTS SHALL BE PLACED WHERE WALK ABUTS DRIVEWAYS AND SIMILAR STRUCTURES, AND 150' CENTERS MAX.
6. ADA MAXIMUM RAMP SLOPE = 8.33%  
ADA MAXIMUM CROSS SLOPE = 2.0%  
\*ROADWAY EXCEPTION: WHERE EXISTING ROAD PROFILE GRADE DOES NOT ALLOW RAMP TO MEET RAMP SLOPE REQUIREMENT OF 8.33% OR LESS, THE RAMP SHALL BE EXTENDED TO A LENGTH OF 15 FEET TO MATCH EXISTING SIDEWALK. CROSS SLOPE OF RAMP SHALL BE 1.5%,  $\pm 0.5\%$ .
7. TURNING SPACES SHALL BE 1.5%,  $\pm 0.5\%$ , SLOPE IN ANY DIRECTION. TURNING SPACES SHALL HAVE A MINIMUM 4'x4' TURNING AREA. TURNING SPACES, WITH A SIDEWALK CURB, SHALL HAVE A 5' TURNING AREA PERPENDICULAR TO THE SIDEWALK CURB.
8. FOR RETROFIT WORK, SLOPES TO BE DETERMINED IN FIELD BY CONTRACTOR AND APPROVED BY CITY INSPECTOR
9. RAMP EXTENSION AREA SHALL NOT BE USED AS TRANSITION TO EXISTING SIDEWALK. ANY TRANSITIONS REQUIRED TO MATCH RAMPS TO EXISTING SIDEWALK SHALL REQUIRE REMOVAL AND REPLACEMENT OF ADDITIONAL SIDEWALK BEYOND THE RAMP AREA. SIDEWALK TRANSITION LENGTH SHALL BE EQUAL TO OR GREATER THAN THE WIDTH OF THE EXISTING SIDEWALK. RAMP EXTENSIONS SHALL BE A CONTINUOUS SLOPE.
10. ALL SIDEWALK AND RAMP CONSTRUCTION SHALL MEET CURRENT PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES (PROWAG).



**JOINT DETAILS**  
*Not to Scale*

### PLAN LEGEND

	<u>Spot Elevations</u>
TC	Top Of Curb
PV	Top Of Pavement
EG	Existing Grade
PG	Proposed Grade
SW	Sidewalk
HP	High Point
LP	Low Point



DATE	REVISION	NO.	BY	CK/APP
7/16/19	Addressed City Comment Letter dated 6/28/19	2	RAM	RKS
6/14/19	PPP Submittal	1	RAM	RKS

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7/16/19



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CORPORATE LICENSE No. E2010003873

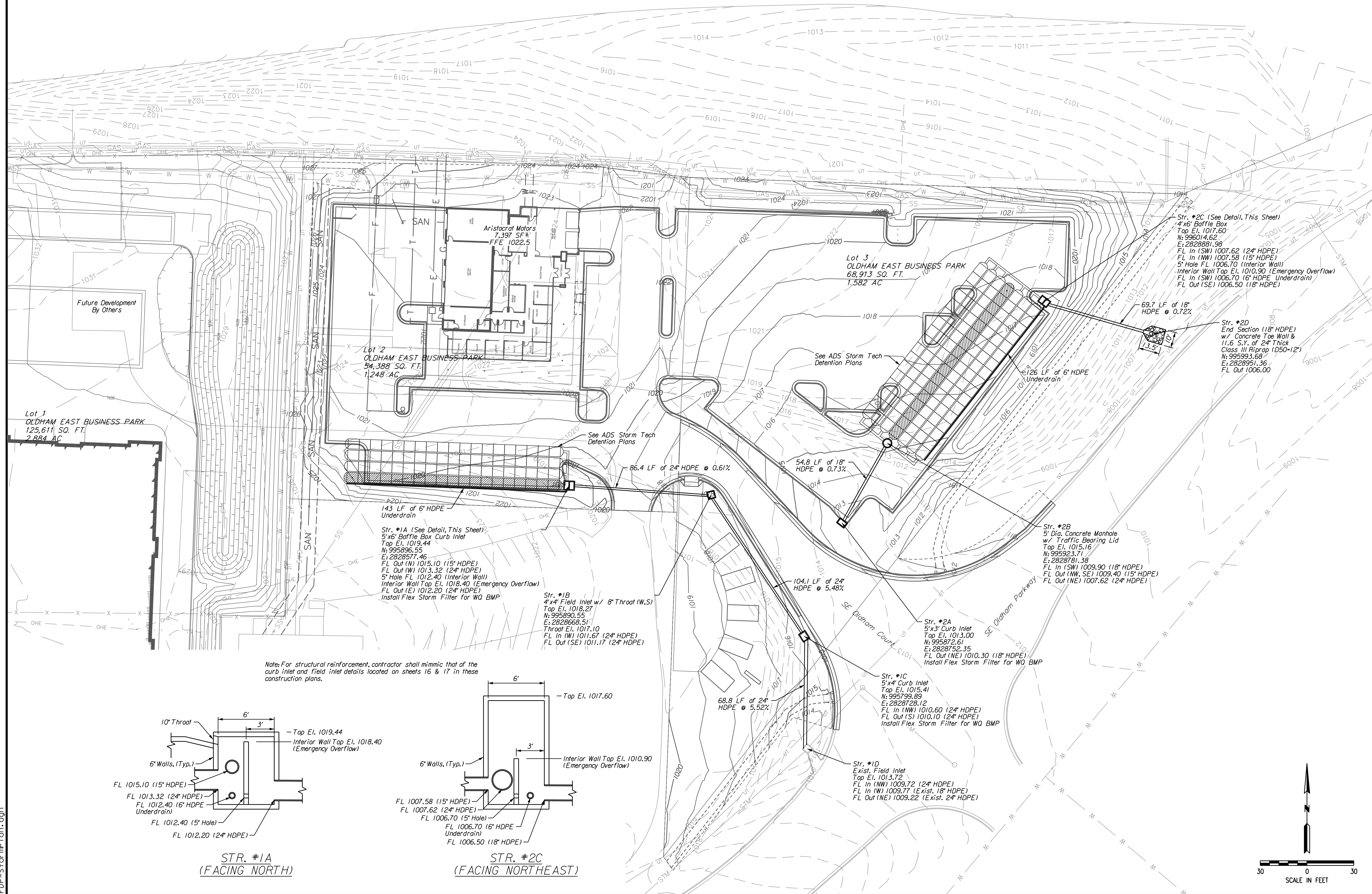
11010 Haskell St., Ste 210, Kansas City, KS 66109 816-759-2285

ADA RAMP DETAIL	<b>ARISTOCRAT MOTORS</b> LEE'S SUMMIT - JACKSON COUNTY - MISSOURI
-----------------	--

X-REF NO.	
XXX	
DRAWING NO.	
XXX	
DATE	
July 2019	
JOB NO.	
19.006.01	
5	SHEET OF 14



1. All storm sewer pipe to be HDPE w/ smooth interior.



DATE	REVISION	NO.	BY	CK/APP
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6/14/19	POP Submittal	1	RAM	RNS

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LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

# STORM SEWER PLAN

X-REF NO.	XXX
DRAWING NO.	XXX
DATE	July 2019
JOB NO.	19.006.01

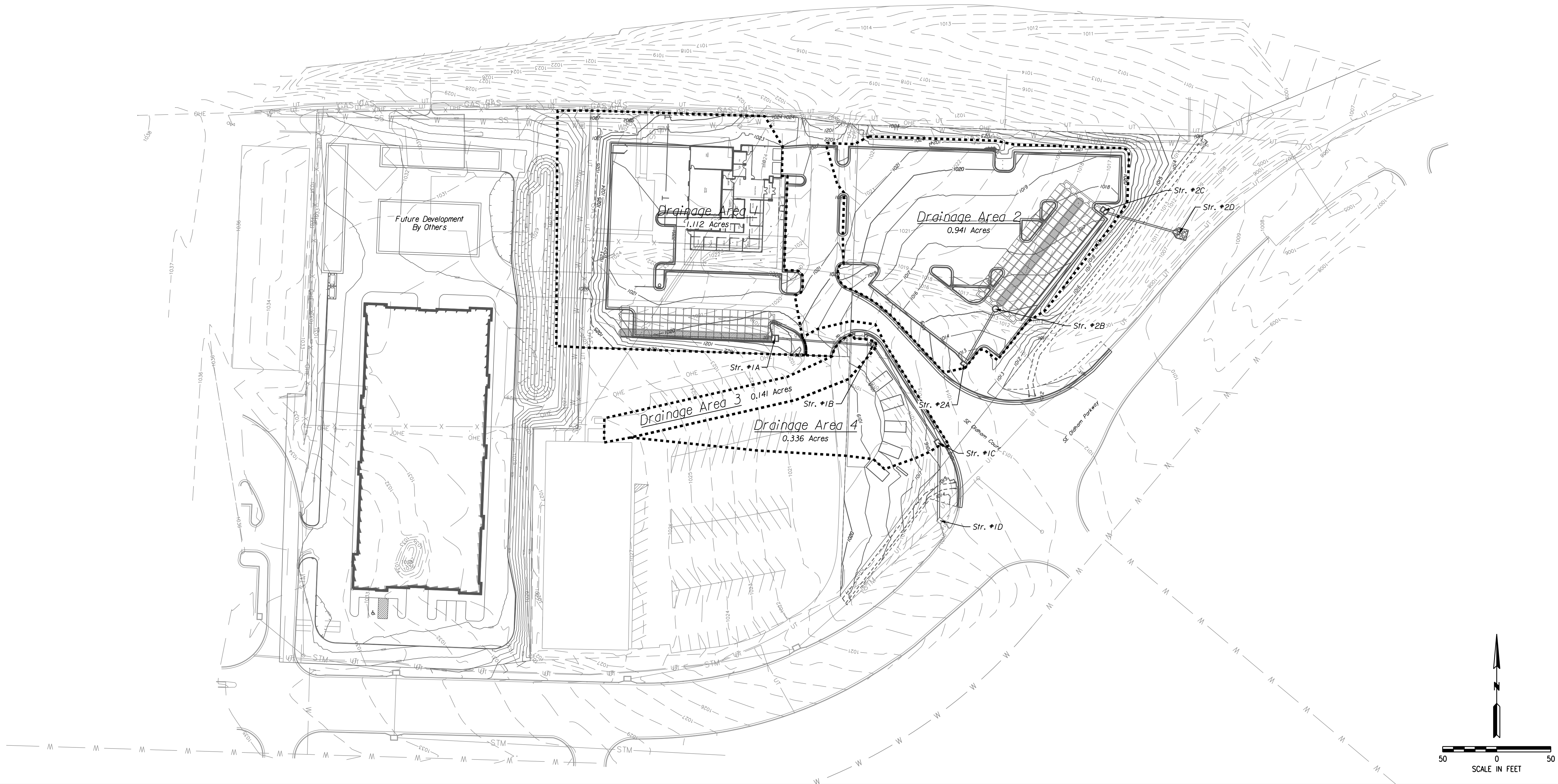
6 SHEET OF 14

REV.

7/9/2019  
FDP-StormPlan.dgn

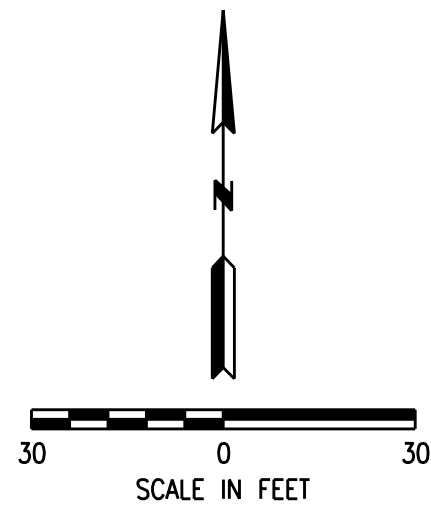


After analyzing the upstream drainage area (Area 1, 1.112 acres, Area 2, 0.941 acres), with an AASHTO soil rating (C rating) and the slope of the finish grade (3.7%), it is determined that the outlet structures detailed in the plan sheets, the post developed rate of discharge for both areas (4.29 cfs) is less than the pre-developed drainage flow (14.99 cfs). The detention ponds would be capable of detaining 0.466 acre-feet with a bottom elevation of 1014.4 in Area 1 detention and a bottom elevation of 1006.7 in Area 2 detention. The detention areas would have a maximum 100 year storm event elevation of 1018.9 in Area 1 detention and 1011.4 in Area 2 detention. This elevation would occur at maximum volume. For more information, see Storm Water Drainage Analysis that was submitted along with these construction plans.

[illegible]



1. All utility installation to be in accordance to Lee's Summit "DESIGN AND CONSTRUCTION MANUAL" per Ordinance 5813. See manual for specifications and standard details.
2. Reuse existing sanitary as shown. Abandon existing gas and water services as shown and replace w/ new services connections.
3. Water service line to be 1" K Copper.
4. Sanitary sewer service to be 4" Schedule 40 or SDR-26 PVC at 2% minimum slope.
5. Trench checks are to be provided on all service laterals "Y" within 5 feet of the sanitary sewer line.
6. Contractor to contact the Water Utilities Department, Operations Division, at (816) 969-7606 to schedule water main taps and cut-ins, 48 hours in advance.
7. Gas service line to be sized per MEP plans.
8. Contractor to coordinate electrical service with KCP&L.



DATE	REVISION	NO.	BY	CC/APP
7/16/19	Addressed City Comment Letter dated 6/28/19	2	BAM	RNS
6/14/19	PDF Submittal	1	BAM	RNS

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**R. KEVIN STERRETT, MO E-26440**

11010 Haskell St. Ste 210 Kansas City, KS 66109 816-759-2285 CORPORATE LICENSE No. E2010005873

## ARISTOCRAT MOTORS

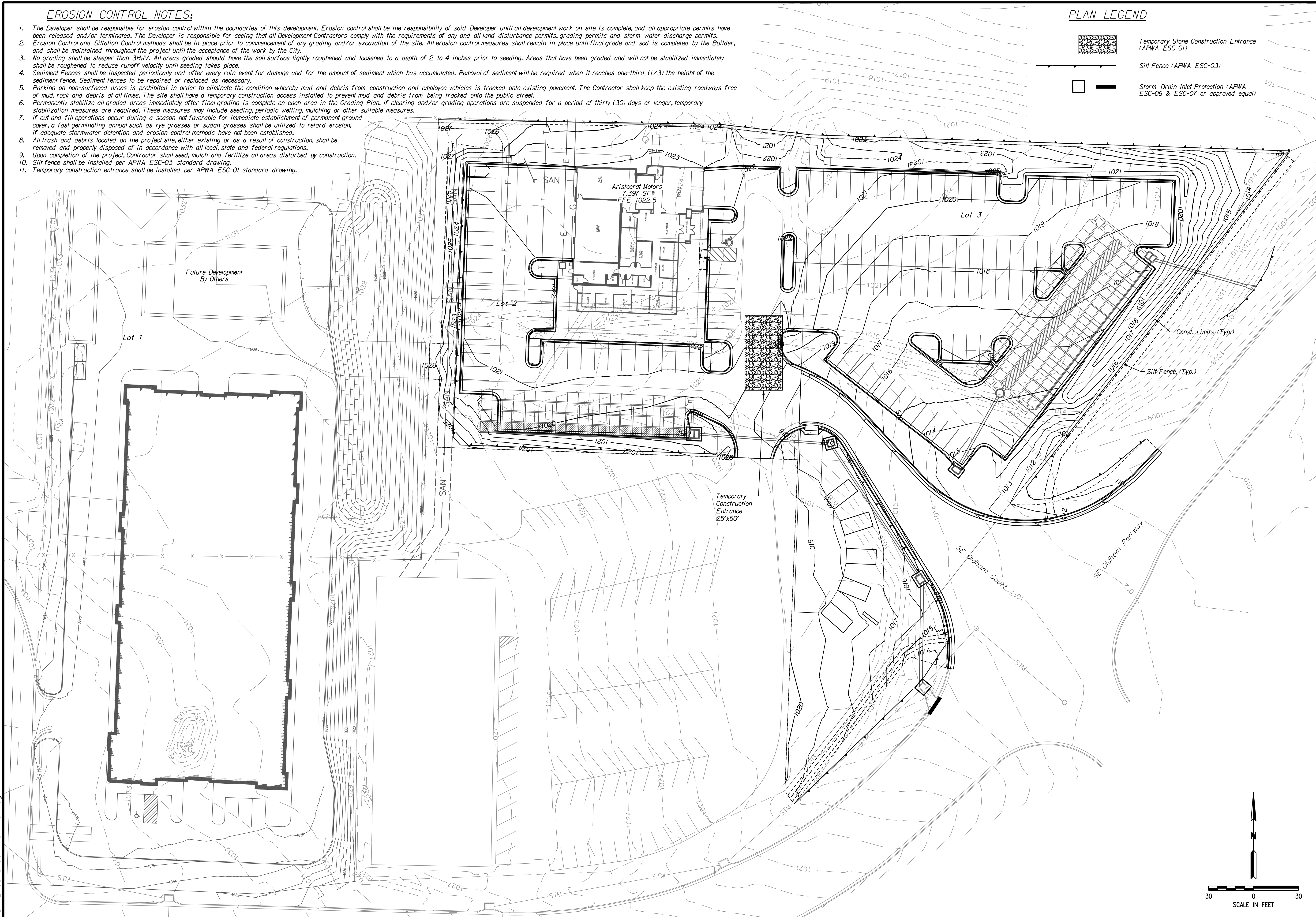
LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

<b>X-REF NO.</b> <b>XXX</b>
<b>DRAWING NO.</b> <b>XXX</b>
<b>DATE</b> <b>July 2019</b>
<b>JOB NO.</b> <b>19.006.01</b>
<b>8 SHEET OF 14</b>

REV.




1. The Developer shall be responsible for erosion control within the boundaries of this development. Erosion control shall be the responsibility of said Developer until all development work on site is complete, and all appropriate permits have been released and/or terminated. The Developer is responsible for seeing that all Development Contractors comply with the requirements of any and all land disturbance permits, grading permits and storm water discharge permits.
2. Erosion Control and Siltation Control methods shall be in place prior to commencement of any grading and/or excavation of the site. All erosion control measures shall remain in place until final grade and sod is completed by the Builder, and shall be maintained throughout the project until the acceptance of the work by the City.
3. No grading shall be steeper than 3H:1V. All areas graded should have the soil surface lightly roughened and loosened to a depth of 2 to 4 inches prior to seeding. Areas that have been graded and will not be stabilized immediately shall be roughened to reduce runoff velocity until seeding takes place.
4. Sediment Fences shall be inspected periodically and after every rain event for damage and for the amount of sediment which has accumulated. Removal of sediment will be required when it reaches one-third (1/3) the height of the sediment fence. Sediment fences to be repaired or replaced as necessary.
5. Parking on non-surfaced areas is prohibited in order to eliminate the condition whereby mud and debris from construction and employee vehicles is tracked onto existing pavement. The Contractor shall keep the existing roadways free of mud, rock and debris at all times. The site shall have a temporary construction access installed to prevent mud and debris from being tracked onto the public street.
6. Permanently stabilize all graded areas immediately after final grading is complete on each area in the Grading Plan. If clearing and/or grading operations are suspended for a period of thirty (30) days or longer, temporary stabilization measures are required. These measures may include seeding, periodic wetting, mulching or other suitable measures.
7. If cut and fill operations occur during a season not favorable for immediate establishment of permanent ground cover, a fast germinating annual such as rye grasses or sudan grasses shall be utilized to retard erosion, if adequate stormwater detention and erosion control methods have not been established.
8. All trash and debris located on the project site, either existing or as a result of construction, shall be removed and properly disposed of in accordance with all local, state and federal regulations.
9. Upon completion of the project, Contractor shall seed, mulch and fertilize all areas disturbed by construction.
10. Silt fence shall be installed per APWA ESC-03 standard drawing.
11. Temporary construction entrance shall be installed per APWA ESC-01 standard drawing.



7/9/2019  
FDP-ErosionControlPlan.dgn

DATE	REVISION	NO.	BY	CA/APP
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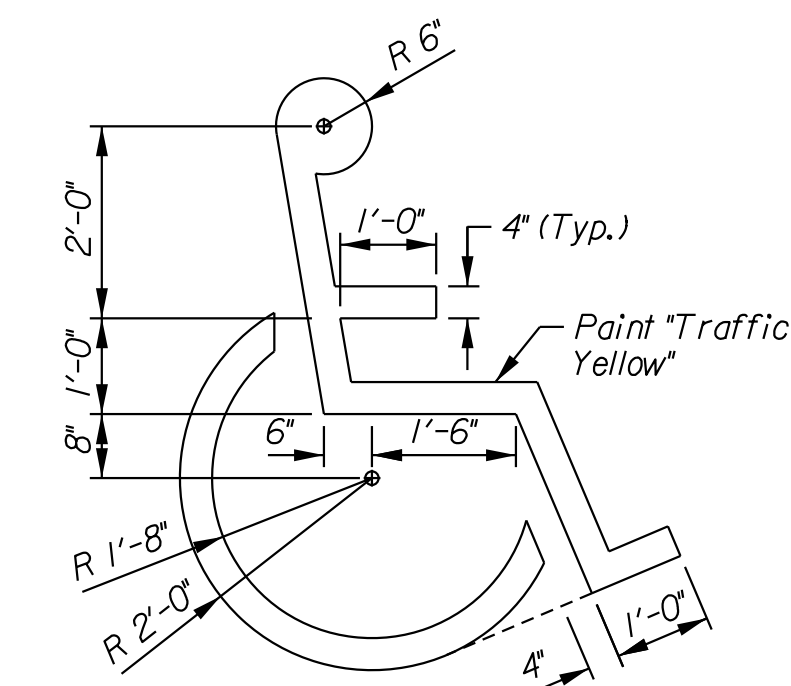
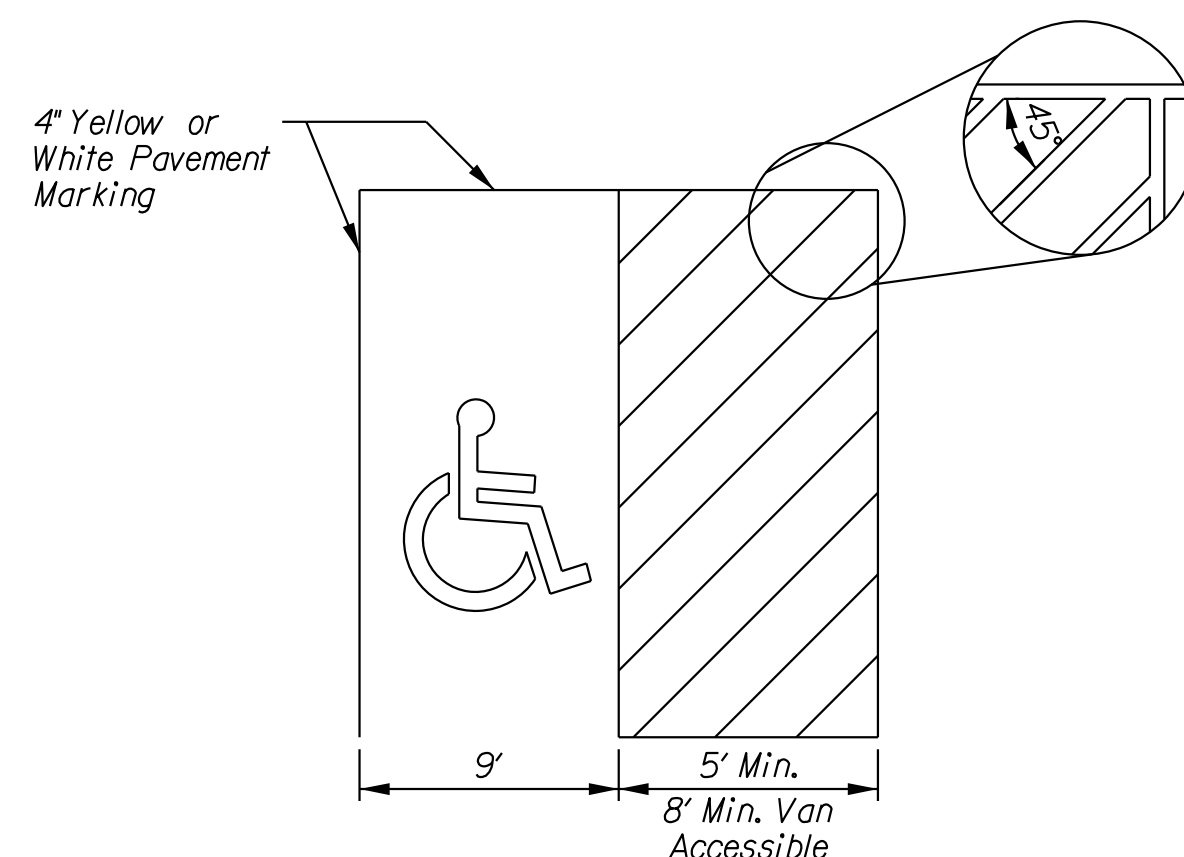
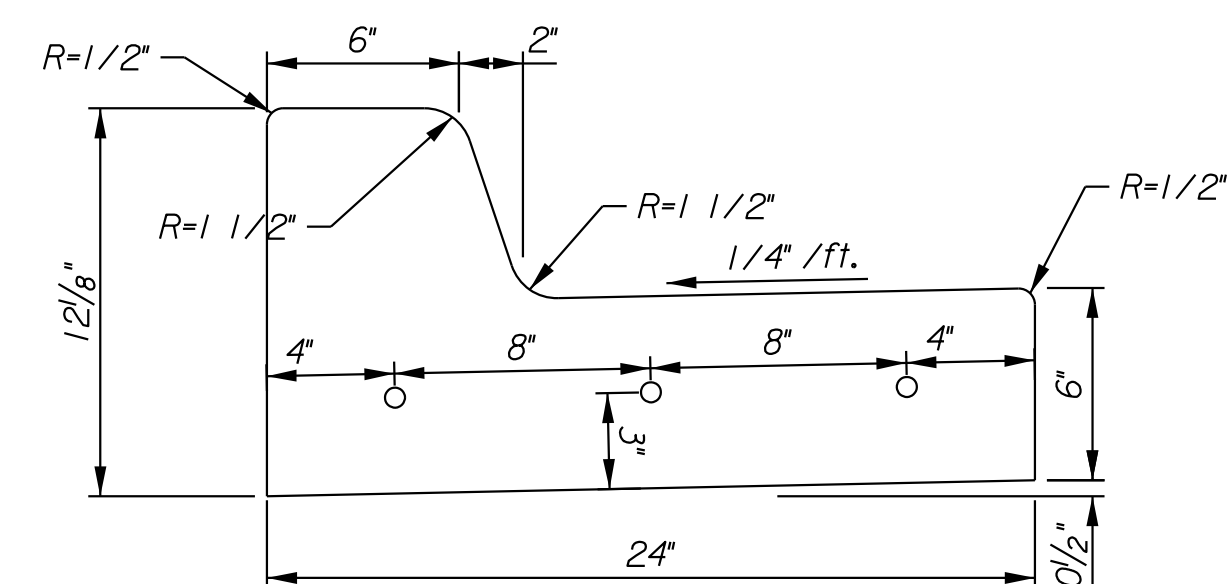
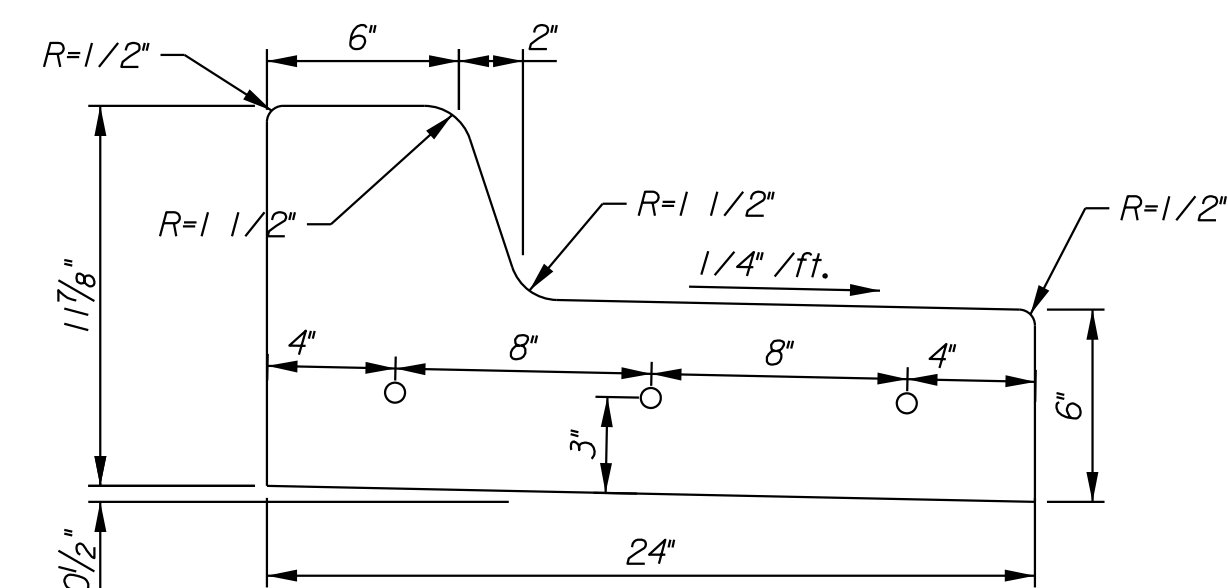
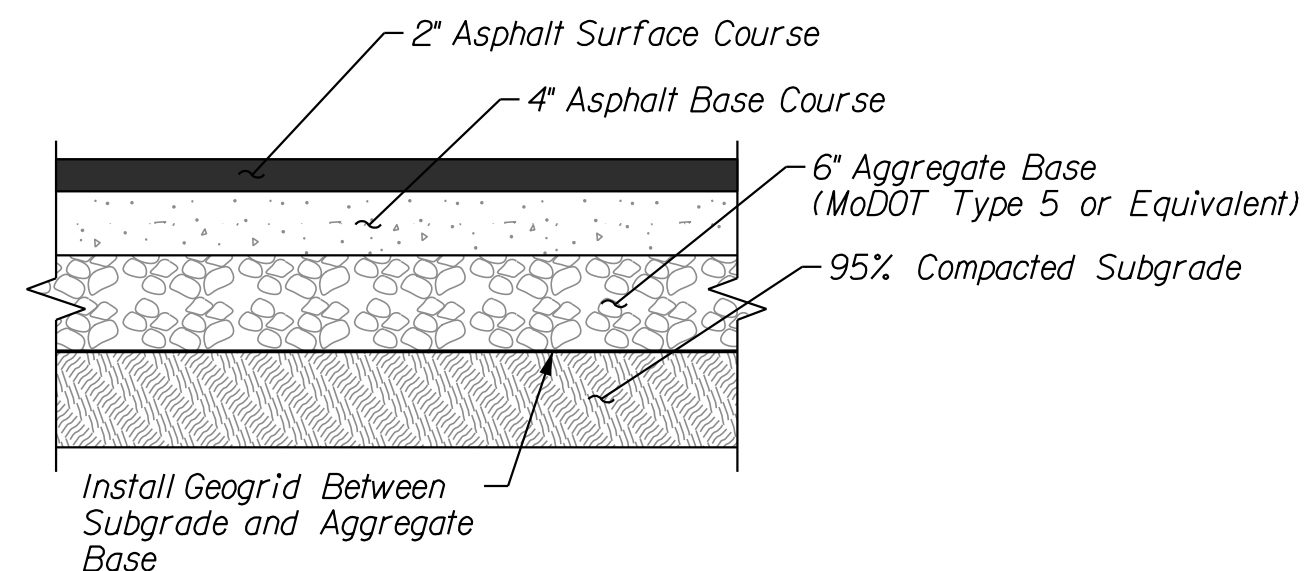
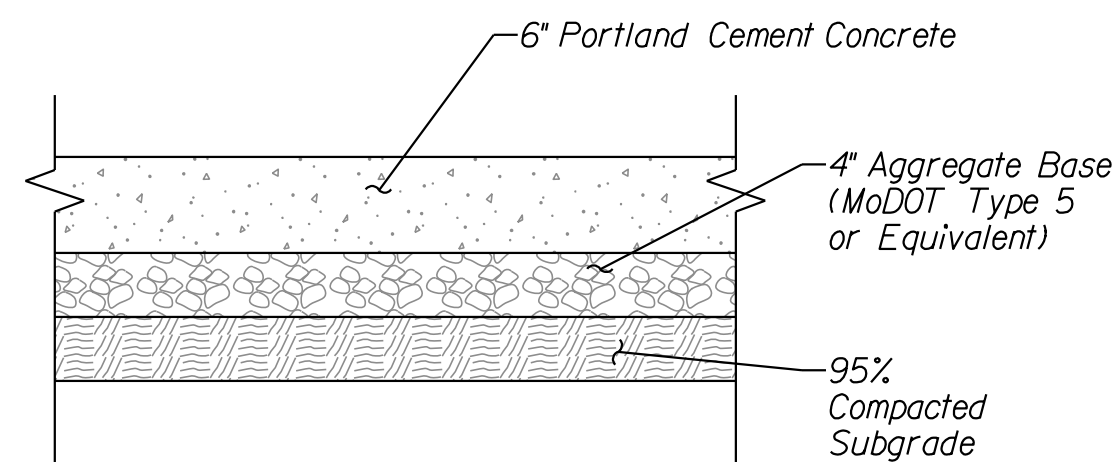
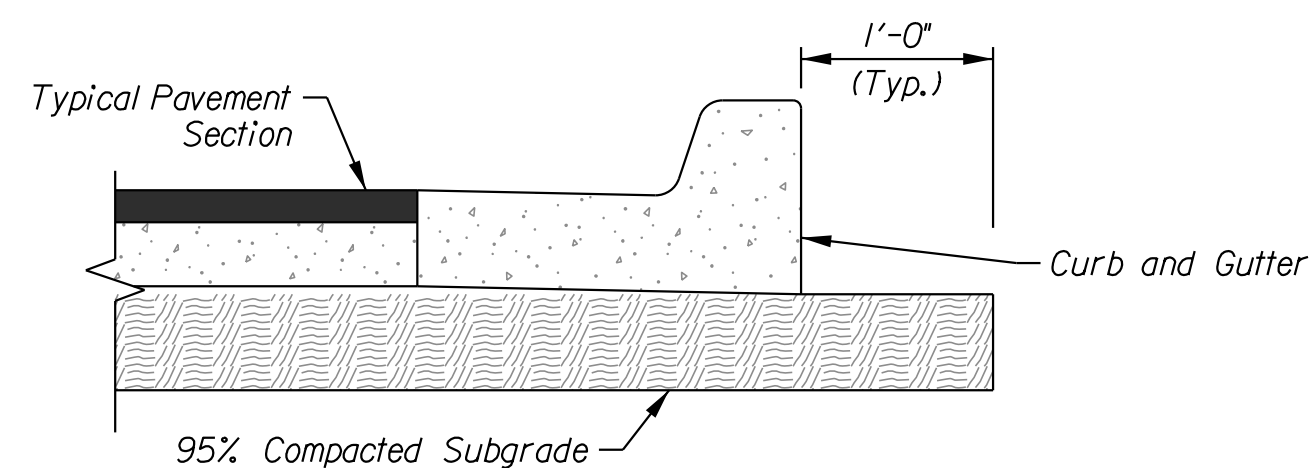


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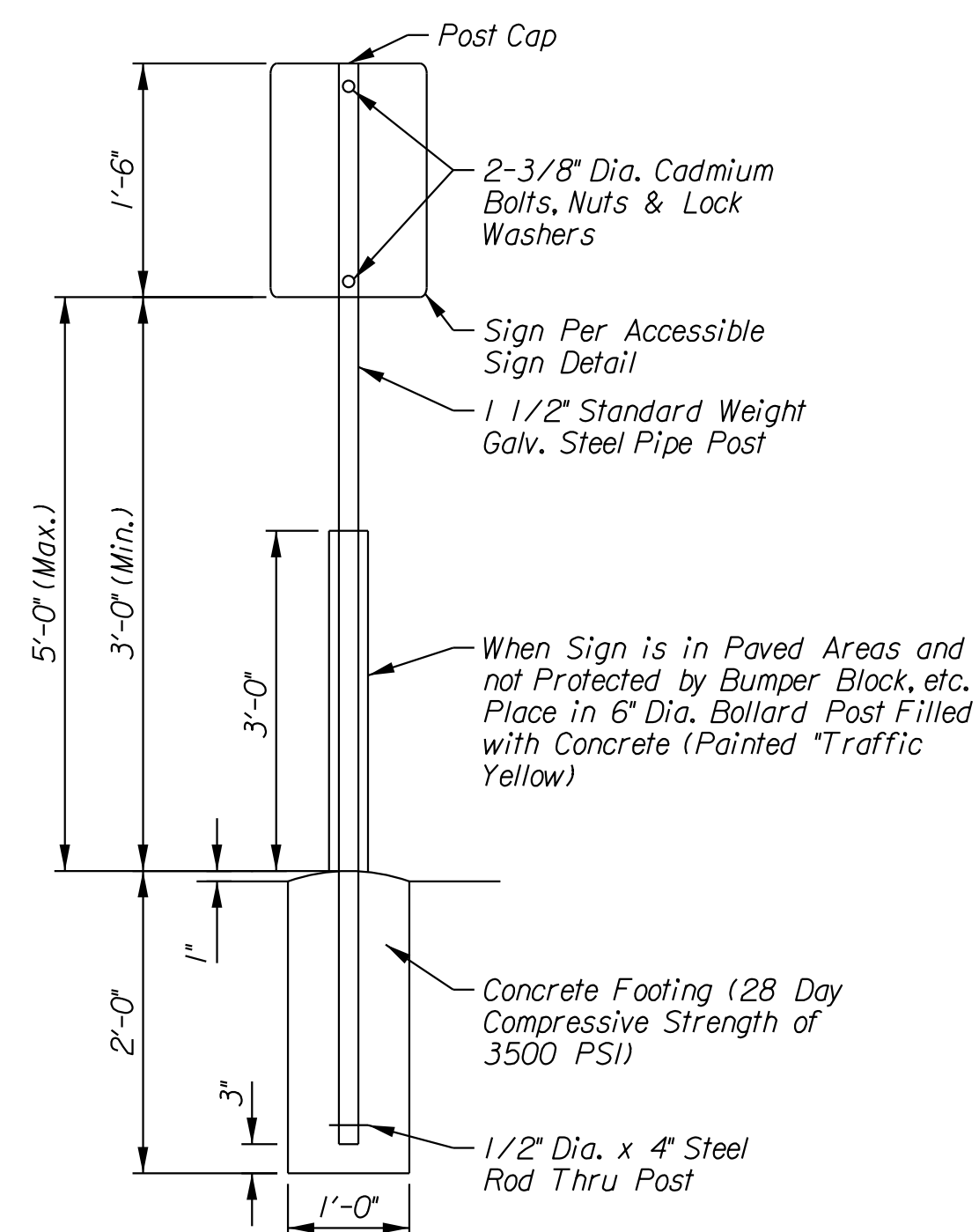
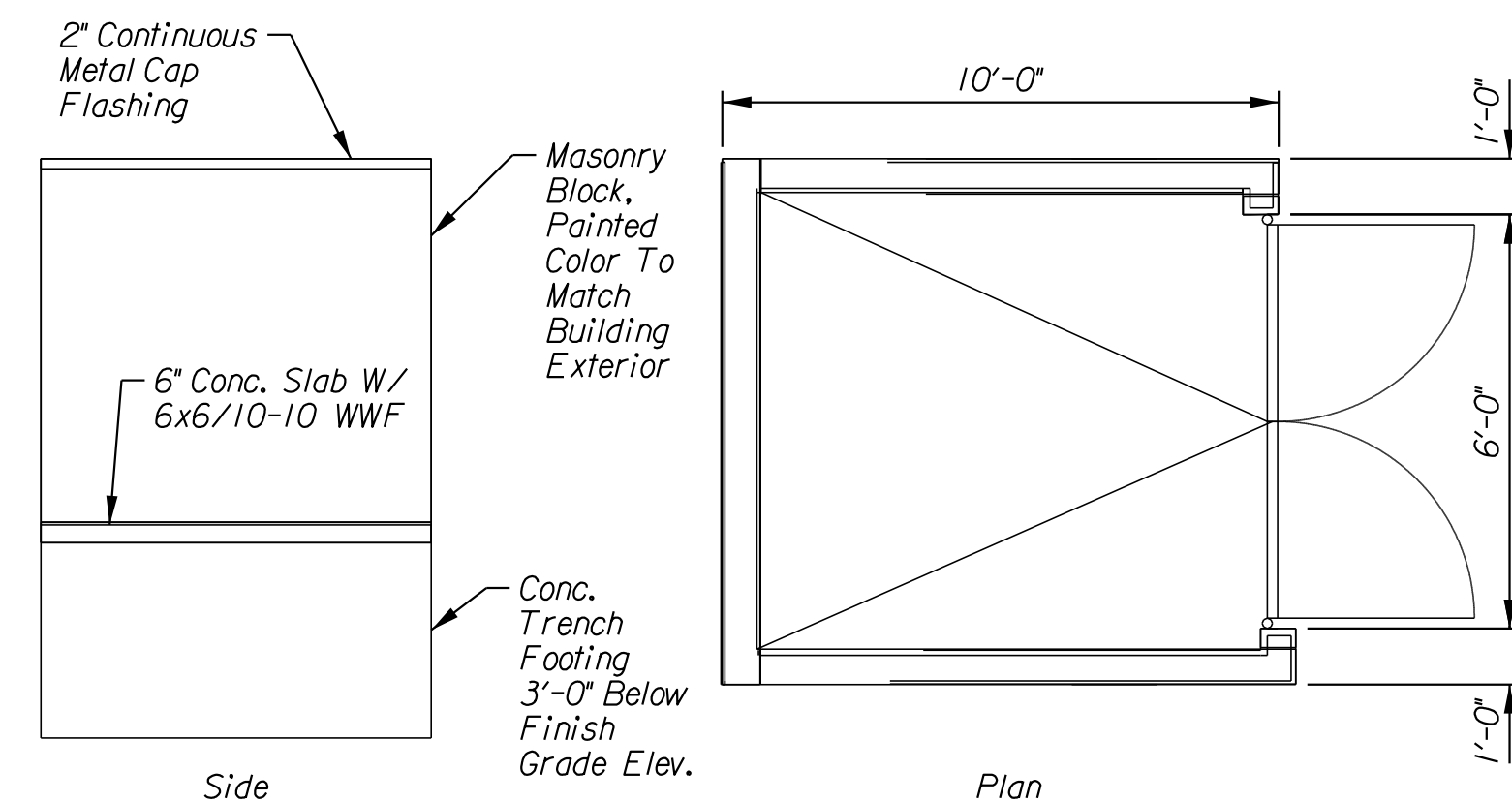
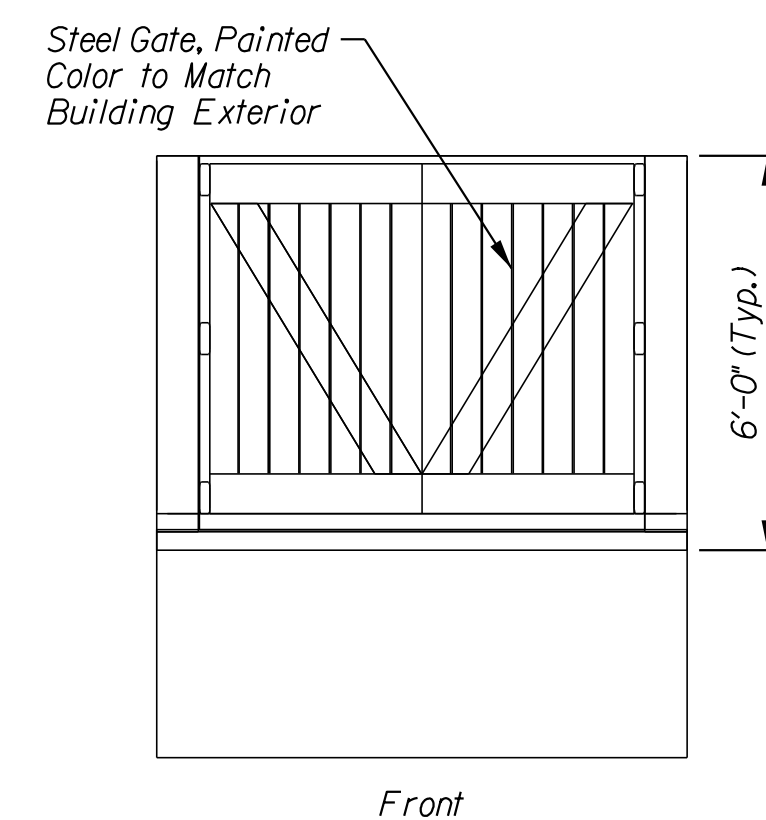
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	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> <p>9 SHEET OF 14</p> </div>		

REV.





NOTE: Symbol to be centered in parking space and oriented as illustrated on plans.



Colors  
Legend and Border - Green  
White Symbol on Blue Background  
Background - White  
(R7-8)


$$6^n \times 12^n$$

ACCESSIBLE SIGN DETAIL  
N.T.S.

1. All signs should comply with U.S. Department of Transportation Federal Highway Administration's "Uniform Traffic Control Devices", and local codes as specified. Mount signs in accordance with manufacturer's instructions.

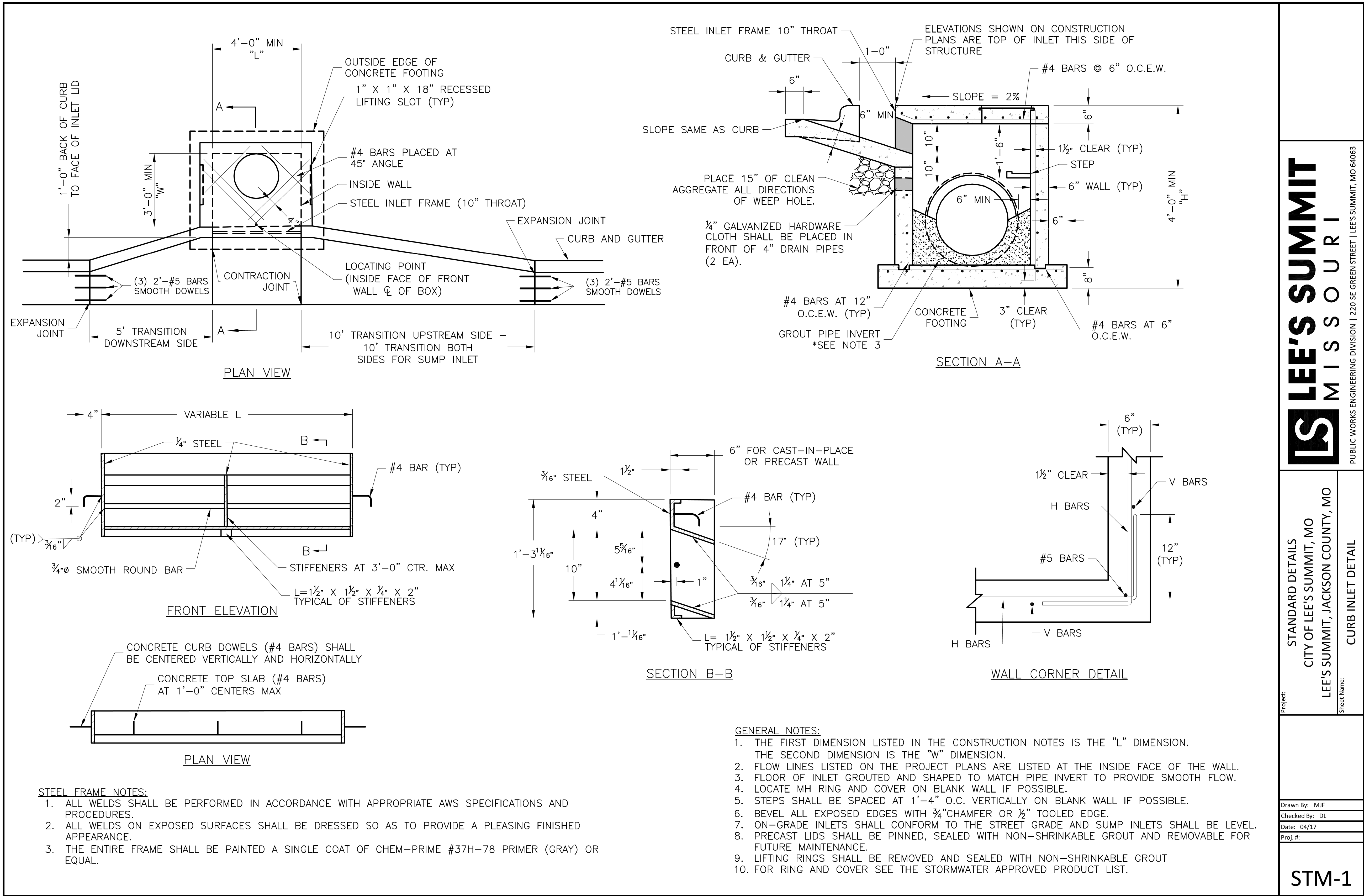
DATE	REVISION	NO.	BY	CK/APP
7/16/19	Addressed City Comment: Letter dated 6/28/19	2	RMS	RMS
6/14/19	POP: Submitted	1	RAM	RMS

7/16/19

<p>ARISTOCRAT MOTORS</p> <p>LEE'S SUMMIT - JACKSON COUNTY - MISSOURI</p>	<p>DETAIL SHEET</p>
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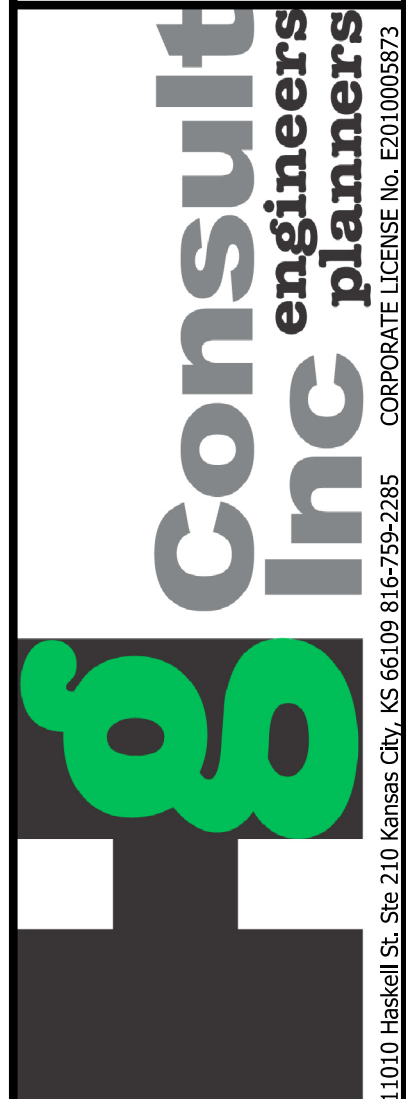
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DRAWING NO. <b>XXX</b>
DATE <b>July 2019</b>
JOB NO. <b>19.006.01</b>
<b>10</b> SHEET OF <b>14</b>





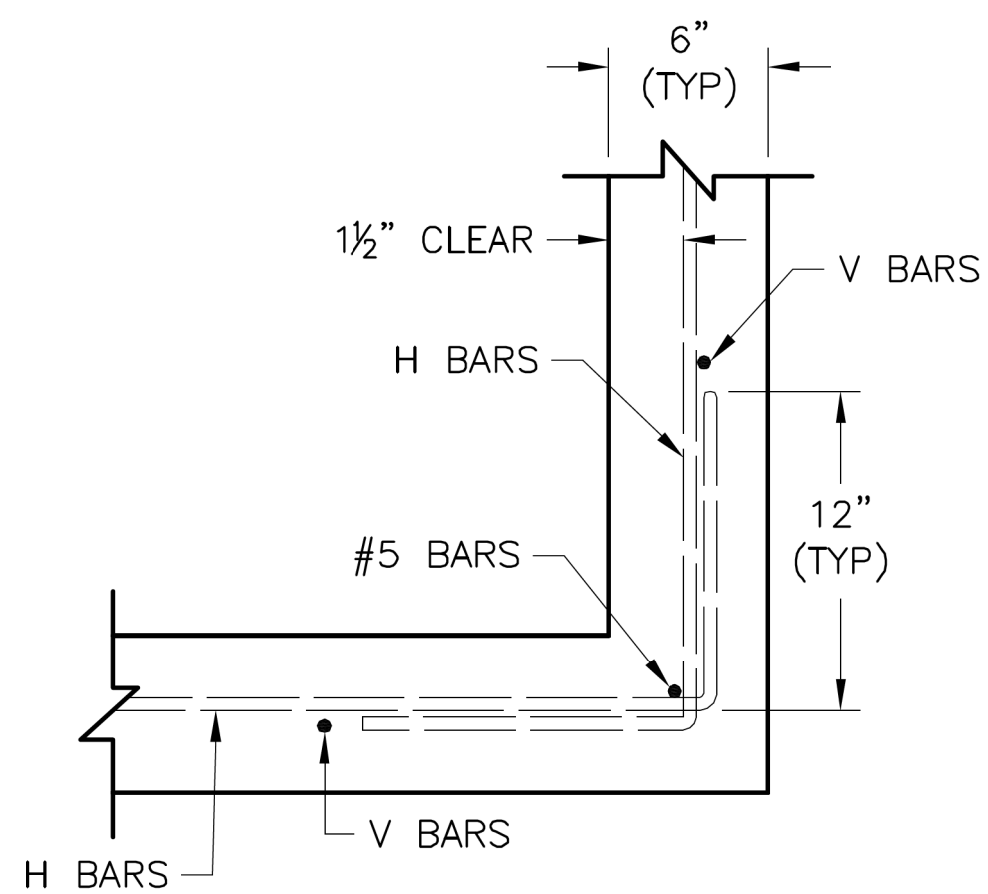
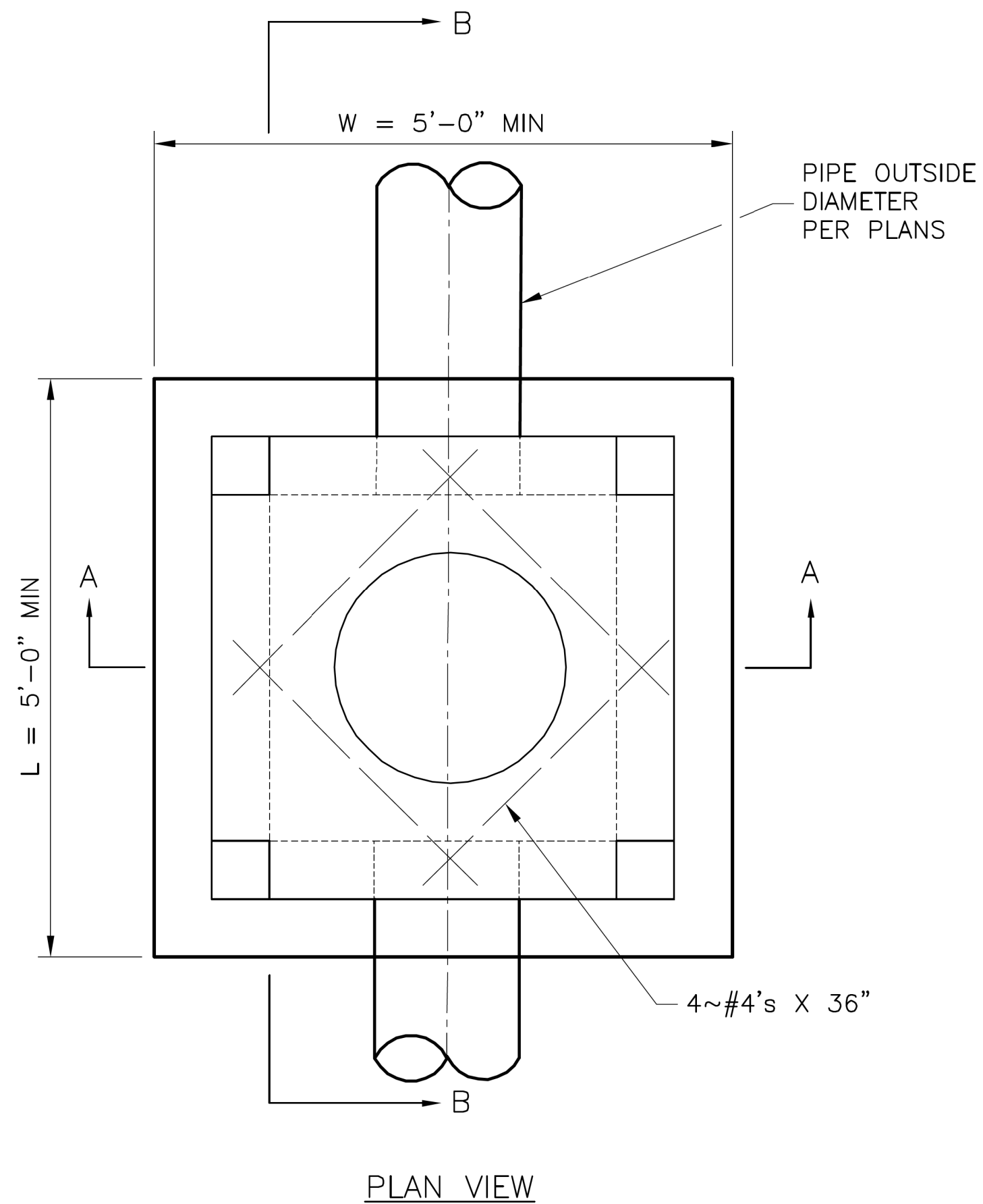
NO.	BY	DATE	REVISION
1	RAM	7/16/19	Addressed City Comment Letter dated 6/28/19
2	RAM	6/14/19	PDP Submittal

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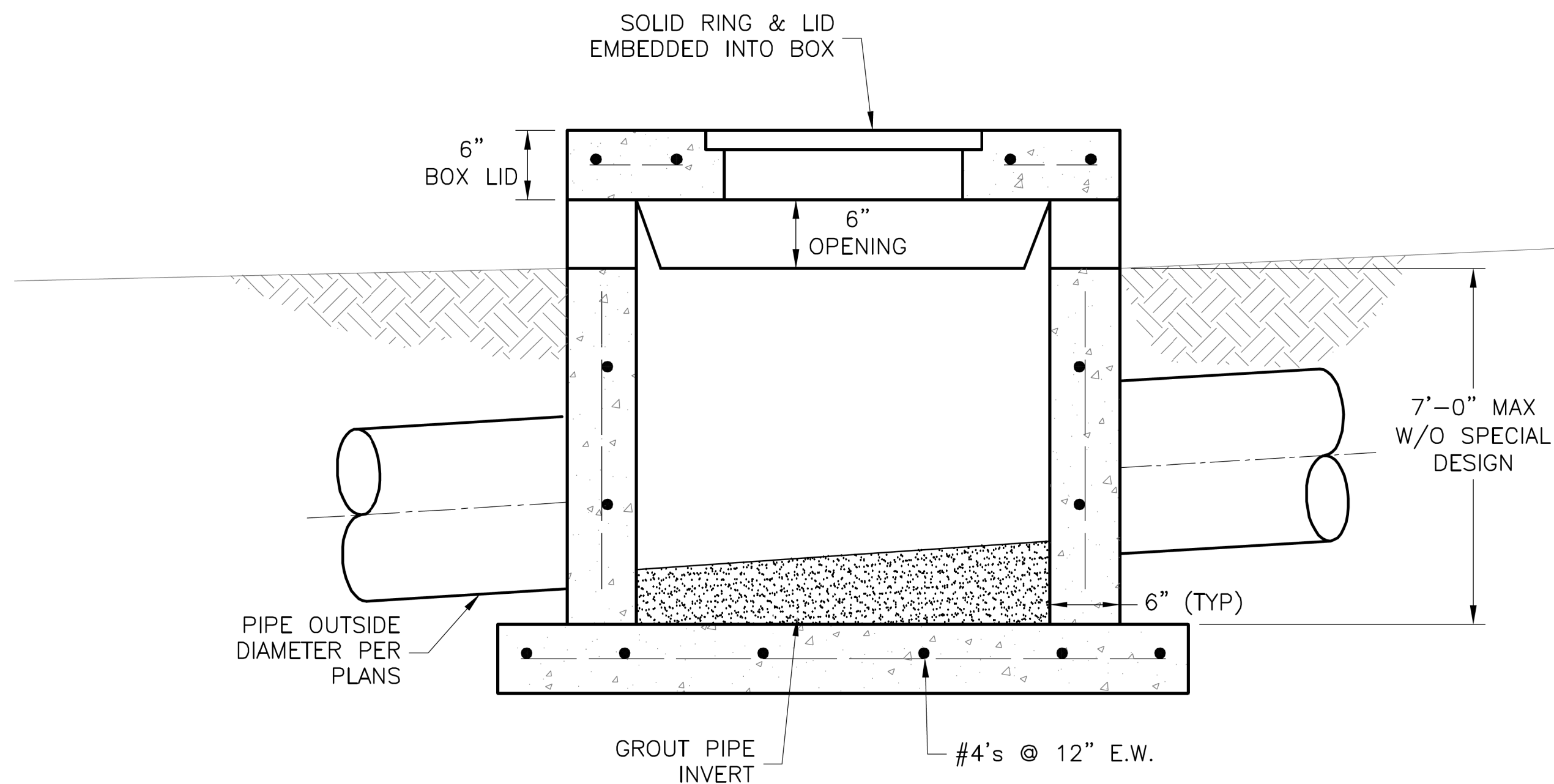


DETAIL SHEET	ARISTOCRAT MOTORS
11	14
X-REF NO.	XXX
DRAWING NO.	XXX
DATE	July 2019
JOB NO.	19.006.01

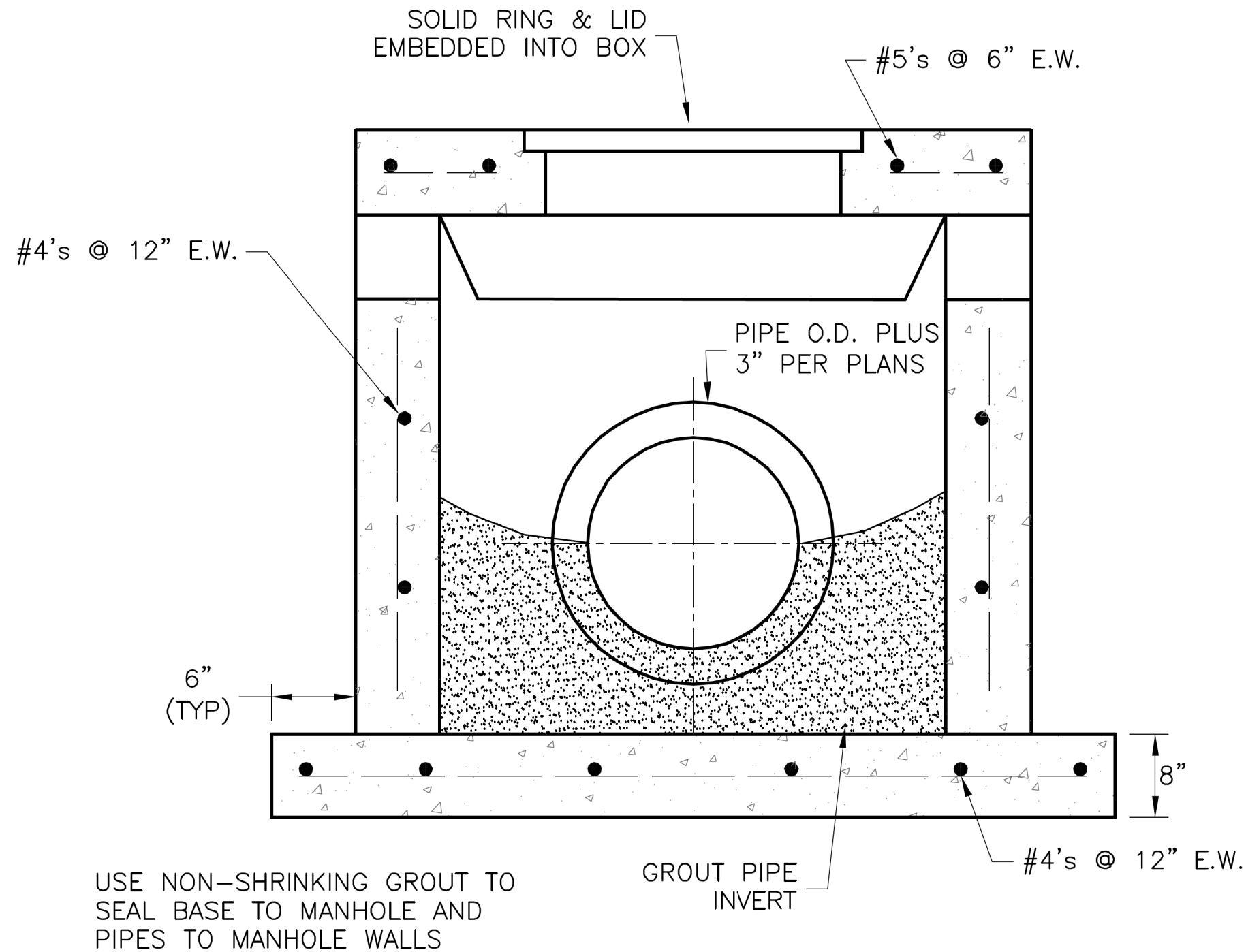




WALL CORNER DETAIL



SECTION B-B



SECTION A-A

GENERAL NOTES:

1. LOCATE RING AND COVER OVER OUTLET ON BLANK WALL.
2. USE  $\frac{3}{4}$ " CHAMFER ON ALL EXPOSED CONCRETE CORNERS.
3. FLOOR OF INLET GROUTED AND SHAPED TO MATCH PIPE INVERT TO PROVIDE SMOOTH FLOW.
4. STEPS REQUIRED AT 16" O.C. WHEN DEPTH FROM TOP OF CASTING TO INVERT EXCEEDS 3' ON BLANK WALL IF POSSIBLE.
5. BOXOUTS WILL NOT BE ALLOWED TO PROJECT THROUGH THE CORNERS OF THE STRUCTURE.
6. THE MINIMUM REINFORCING SHALL BE 1 H-BAR OVER A CAST-IN-PLACE PIPE AND 2 H-BARS OVER A PRECAST BOXOUT.
7. SHOW FIELD INLET ORIENTATION ON PLANS PLUS NUMBER AND SIDE OF OPENINGS.
8. PRECAST LIDS SHALL BE PINNED, SEALED WITH NON-SHRINKABLE GROUT AND REMOVABLE FOR FUTURE MAINTENANCE.
9. FOR RING AND COVER SEE THE STORMWATER APPROVED PRODUCT LIST.

**LEE'S SUMMIT**  
**MISSOURI**

PUBLIC WORKS ENGINEERING DIVISION | 220 SE GREEN STREET | LEE'S SUMMIT, MO 64063

STANDARD DETAILS  
CITY OF LEE'S SUMMIT, MO  
LEE'S SUMMIT, JACKSON COUNTY, MO  
Sheet Name:

Drawn By: MJF  
Checked By: DL  
Date: 04/17  
Proj. #:

STM-2



DETAIL SHEET

ARISTOCRAT MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

X-REF NO.	XXX
DRAWING NO.	XXX
DATE	July 2019
JOB NO.	19.006.01

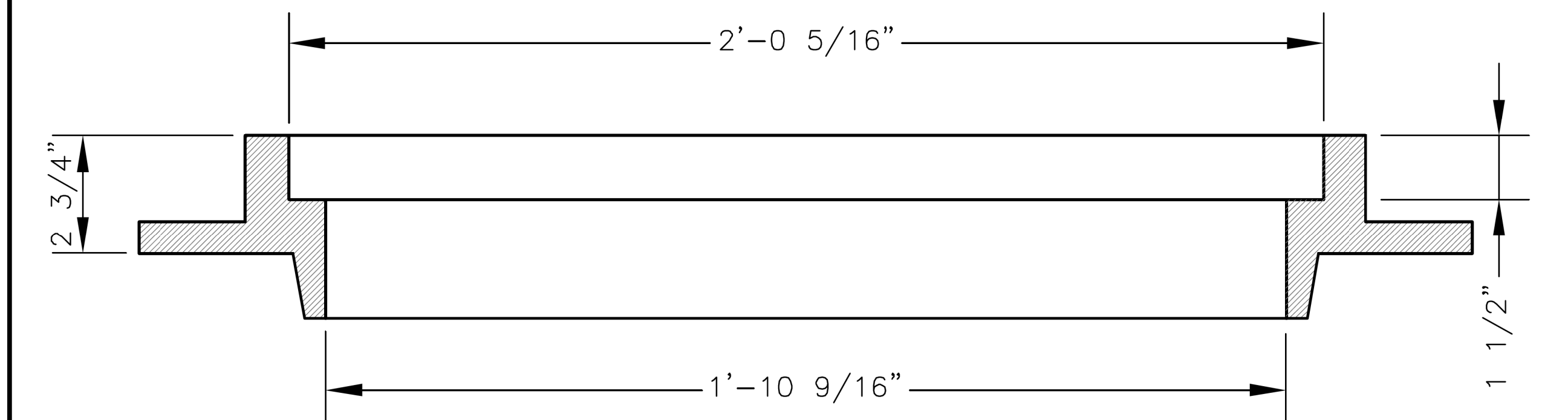
12 SHEET OF 14

REV.

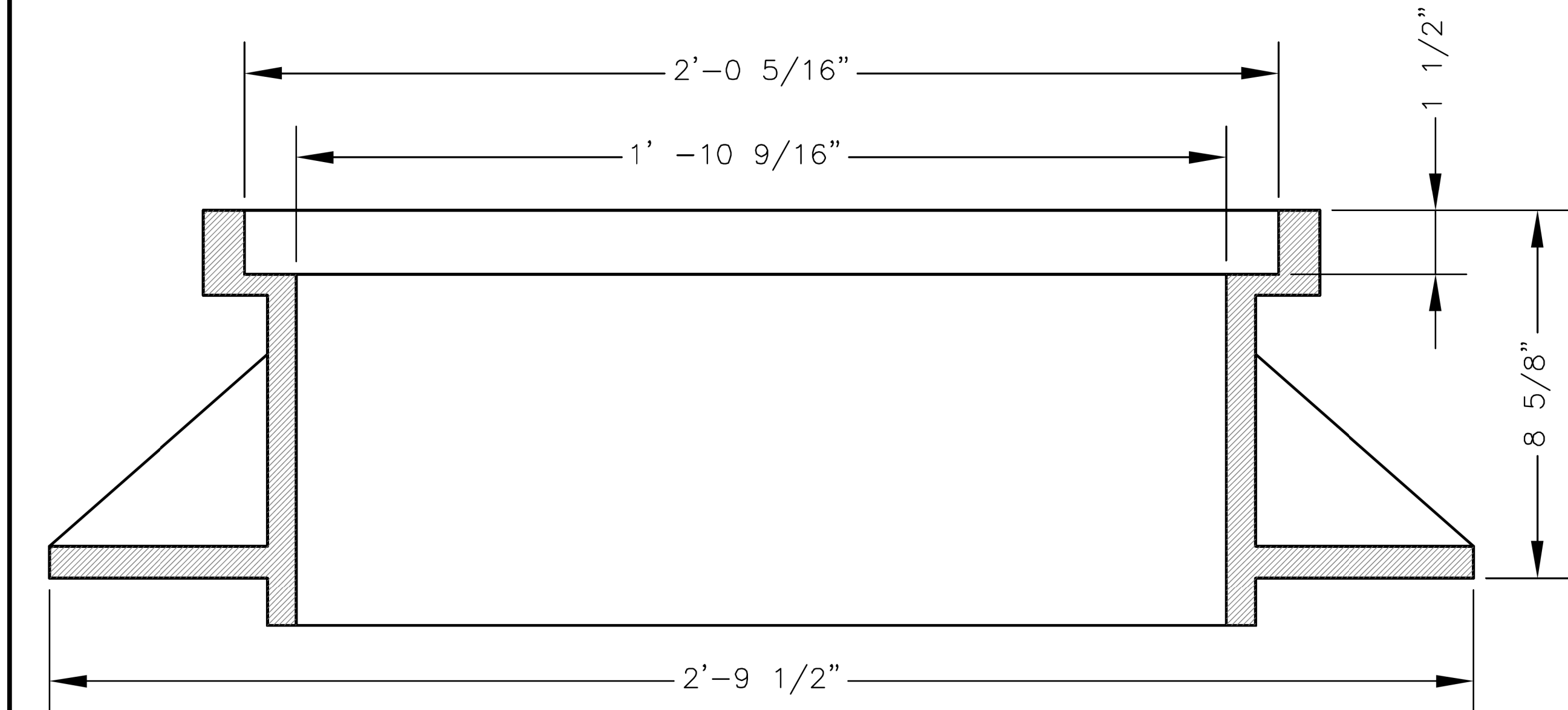




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FDP-DetailSheet-07.dgn



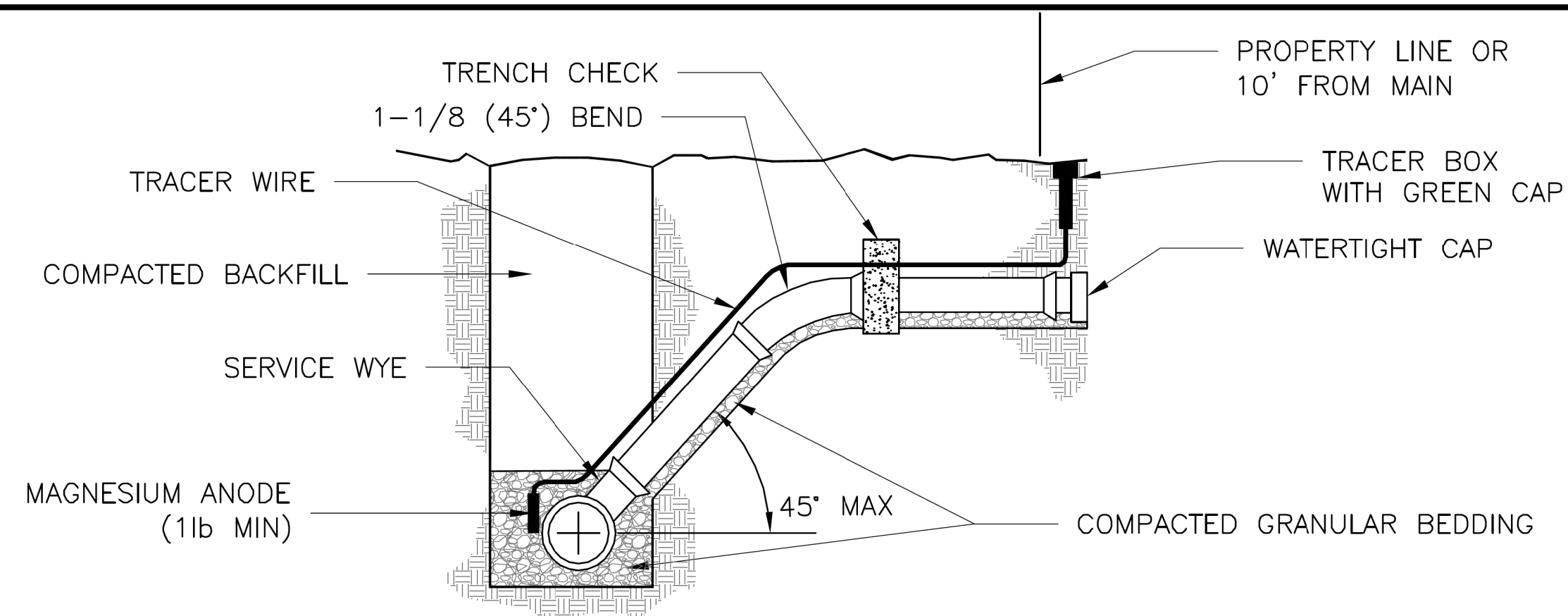
SLAB MANHOLE FRAME  
LEE'S SUMMIT PART NO.: LS103A  
MINIMUM WEIGHT = 145 LB



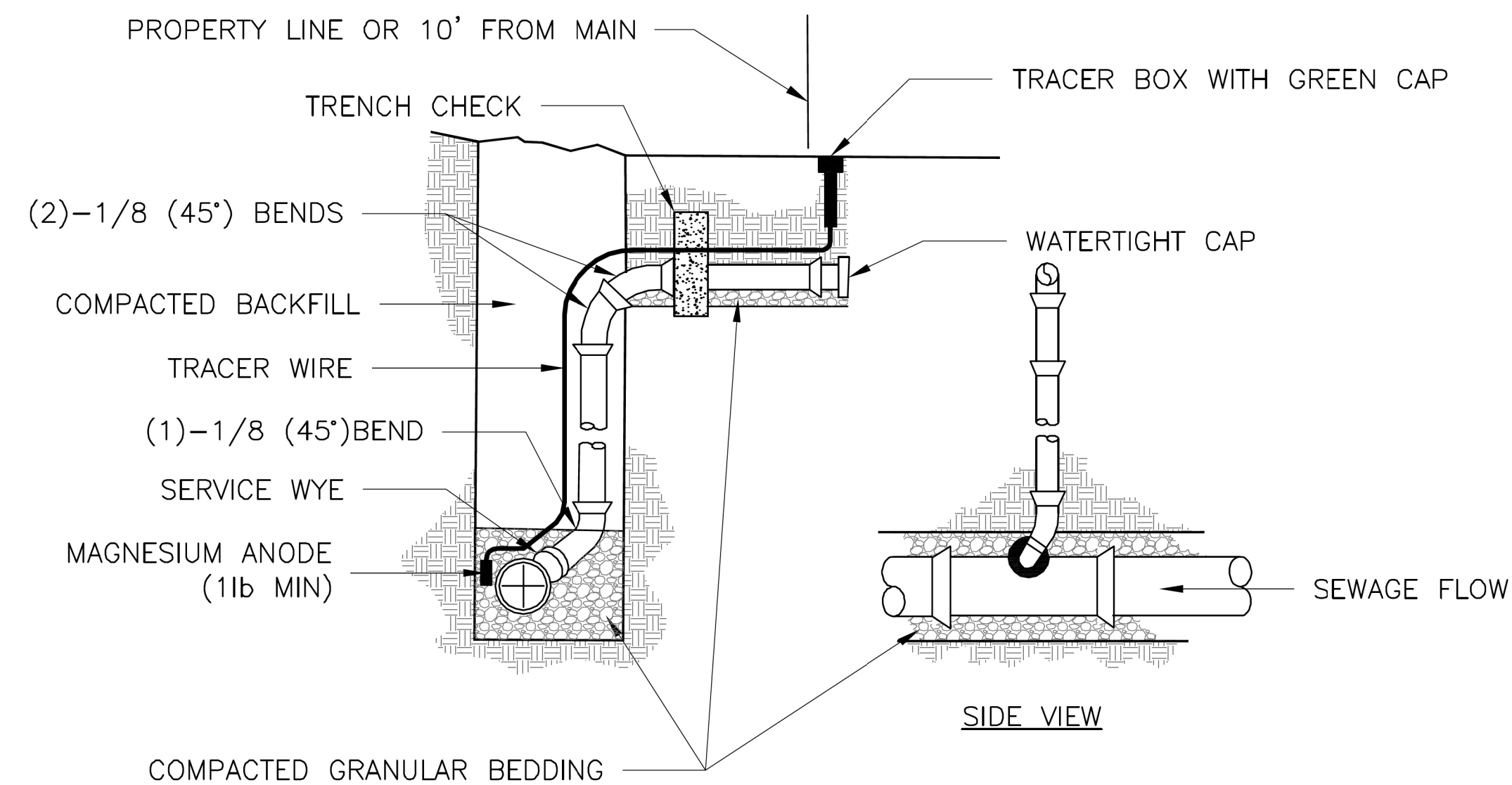
STANDARD 24" MANHOLE FRAME  
LEE'S SUMMIT PART NO.: LS101A  
MINIMUM WEIGHT = 250 LB

\*COVER AND FRAME MODEL INFORMATION REFER TO  
THE STORMWATER APPROVED PRODUCTS LIST.

	<b>LEE'S SUMMIT</b> <b>MISSOURI</b> PUBLIC WORKS ENGINEERING DIVISION   220 SE GREEN STREET   LEE'S SUMMIT, MO 64063	Date: 04/17
		Drawn By: MJF
		Checked By: DL
		<b>STM-7</b>



STANDARD INSTALLATION  
NOT TO SCALE



VERTICAL RISER  
NOT TO SCALE

NOTES:

1. ALL SEWER STUBS SHALL BE CONSTRUCTED TO PROPERTY LINE OR 10' MINIMUM FROM THE MAIN. WHERE SIDEWALKS ARE PRESENT, CONTRACTOR SHALL EXTEND SERVICE LINE UNDER EXISTING SIDEWALK TO TWO FEET BEYOND.
2. ALL NEW CONSTRUCTION OFF SEWER STUBS SHALL BE TEMPORARILY MARKED WITH A MARKING STAKE, 36" ABOVE GROUND AND PAINTED GREEN.
3. IMPERVIOUS TRENCH CHECKS SHALL BE PLACED ON BUILDING SEWER STUBS (AT LEAST 5' AWAY FROM THE SANITARY SEWER MAIN).
4. TRENCH CHECKS ON THE BUILDING SEWER STUBS SHALL EXTEND 6" BELOW THE BOTTOM OF THE PIPE. LENGTH SHALL BE A MINIMUM OF 12". THE HEIGHT OF THE TRENCH CHECK SHALL EXTEND 12" ABOVE THE TOP OF THE PIPE. THE WIDTH OF THE TRENCH CHECK SHALL BE THE WIDTH OF THE TRENCH.
5. SEE SPECIFICATION SECTION 2100 FOR SEWER MAIN BEDDING AND BACKFILL.
6. #12 GAUGE GREEN INSULATED COPPER TRACER WIRE SHALL BE INSTALLED. TRACER WIRE TERMINAL BOXES SHALL BE INSTALLED DIRECTLY ABOVE THE SEWER SERVICE OR AS DETERMINED BY THE ENGINEER.
7. FOR SERVICES, TRACER WIRE SHALL RUN FROM THE WYE AND TERMINATE IN A FLUSH MOUNTED TRACER BOX WITH A GREEN CAST IRON LOCKABLE TOP. WIRE SHALL BE TAPED OR TIED TO THE PIPE AT 5' INTERVALS.
8. TRACER WIRE BOX SHALL BE INSTALLED WITHIN 1.0' OF PROPERTY LINE.
9. THE TRACER WIRE SHALL REMAIN CONTINUOUS TO THE GREATEST EXTENT POSSIBLE. SPLICES IN THE TRACER WIRE SHOULD BE MADE WITH SPLIT BOLT CONNECTORS. WIRE NUTS SHALL NOT BE USED. A WATER-PROOF CONNECTION IS NECESSARY TO PREVENT CORROSION.

	<b>LEE'S SUMMIT</b> <b>MISSOURI</b> PUBLIC WORKS ENGINEERING DIVISION   220 SE GREEN STREET   LEE'S SUMMIT, MO 64063	Date: 04/17
		Drawn By: MJF
		Checked By: DL
		<b>SAN-1</b>

DATE	REVISION	NO.	BY	CHK/APP
7/16/19	1	2	RAM	RKS
6/14/19	2	1	RAM	RKS



**consult inc**  
**engineers planners**

11010 Haskell St, Ste 210 Kansas City, KS 66109 816-799-2285  
CORPORATE LICENSE NO. E2010005873

DETAIL SHEET	ARISTOCRAT MOTORS

X-REF NO.	XXX
DRAWING NO.	XXX
DATE	July 2019
JOB NO.	19.006.01
SHEET OF	14

REV.



PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER:	GARRETT KLINGLER 816-401-7559 GARRETT.KLINGLER@ADS-PIPE.COM
ADS SALES REP:	JOHN WHITWOOD 816-805-5570 JOHN.WHITWOOD@ADS-PIPE.COM
PROJECT NO:	181081



# KANSAS CITY MOTORS

## LEE'S SUMMIT, MO

### STORMTECH CHAMBER SPECIFICATIONS

- CHAMBERS SHALL BE STORMTECH MC-3500.
- CHAMBERS SHALL BE MADE FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORT PANELS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418-16, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- CHAMBERS SHALL BE DESIGNED AND ALLOWABLE LOADS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. THE CHAMBER MANUFACTURER SHALL SUBMIT THE FOLLOWING UPON REQUEST TO THE SITE DESIGN ENGINEER FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE:
  - A STRUCTURAL EVALUATION SEALED BY A REGISTERED PROFESSIONAL ENGINEER THAT DEMONSTRATES THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY AASHTO FOR THERMOPLASTIC PIPE.
  - A STRUCTURAL EVALUATION SEALED BY A REGISTERED PROFESSIONAL ENGINEER THAT DEMONSTRATES THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET. THE 50 YEAR CREEP MODULUS DATA SPECIFIED IN ASTM F2418 MUST BE USED AS PART OF THE AASHTO STRUCTURAL EVALUATION TO VERIFY LONG-TERM PERFORMANCE.
  - STRUCTURAL CROSS SECTION DETAIL ON WHICH THE STRUCTURAL EVALUATION IS BASED.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

### IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-3500 CHAMBER SYSTEM

- STORMTECH MC-3500 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
- STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
- CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
  - STONESHOOTER LOCATED OFF THE CHAMBER BED.
  - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
  - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
- THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
- JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
- MAINTAIN MINIMUM - 9" (230 mm) SPACING BETWEEN THE CHAMBER ROWS.
- INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
- EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE 3/4-2" (20-50 mm) MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.
- STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
- THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
- ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

### NOTES FOR CONSTRUCTION EQUIPMENT

- STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
- THE USE OF EQUIPMENT OVER MC-3500 CHAMBERS IS LIMITED:
  - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
  - NO RUBBER TIRED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
  - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
- FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

**USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.**

CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

PROPOSED LAYOUT: WEST

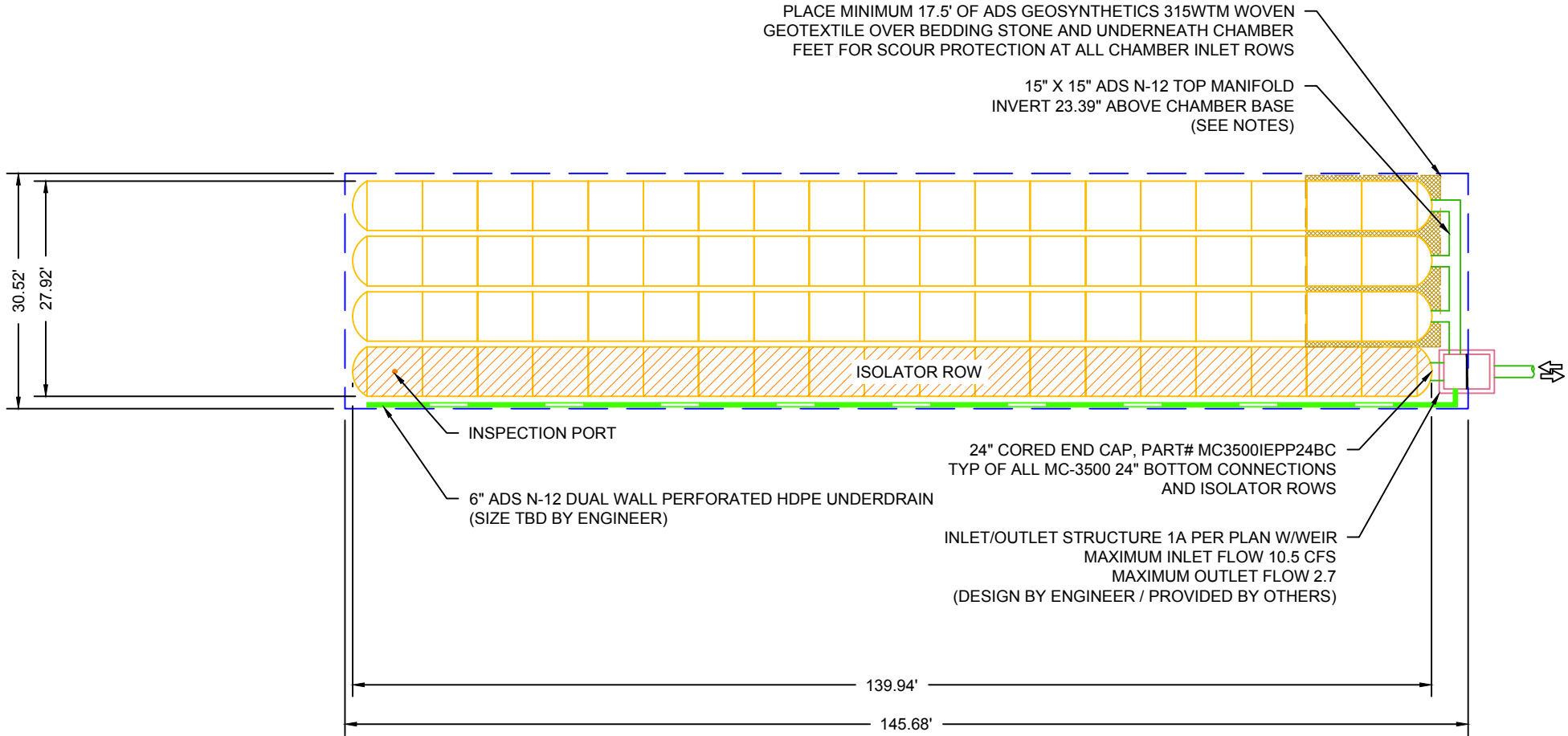
76	STORMTECH MC-3500 CHAMBERS
8	STORMTECH MC-3500 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	% STONE VOID
14,865	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)
4,445	SYSTEM AREA (ft²)
354	SYSTEM PERIMETER (ft)

PROPOSED ELEVATIONS: WEST

MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	1024.90
MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	1019.40
MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	1018.90
MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	1018.90
MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT):	1018.90
TOP OF STONE:	1017.90
TOP OF MC-3500 CHAMBER:	1016.90
15" TOP MANIFOLD INVERT:	1015.10
24" ISOLATOR ROW INVERT:	1013.32
BOTTOM OF MC-3500 CHAMBER:	1013.15
UNDERDRAIN INVERT:	1012.40
BOTTOM OF STONE:	1012.40

NOTES

- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH SHEET #7 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.



KANSAS CITY MOTORS

LEE'S SUMMIT, MO

DATE: 03-16-17

DRAWN: AMD

PROJECT #: 181081


CHECKED: GFI

DESCRIPTION

REV

DWN

CKD




StormTech

Detention Retention Water Quality

70 INWOOD ROAD, SUITE 3 | ROCKY HILL, CT | 06067

860-528-8188 | 888-892-2694 | WWW.STORMTECH.COM



ADS

ADVANCED DRAINAGE SYSTEMS, INC.

4640 TRUEJMAN BLVD

HILLIARD, OH 43026

020'40'

020'40'

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

2

SHEET OF 6



PROPOSED LAYOUT

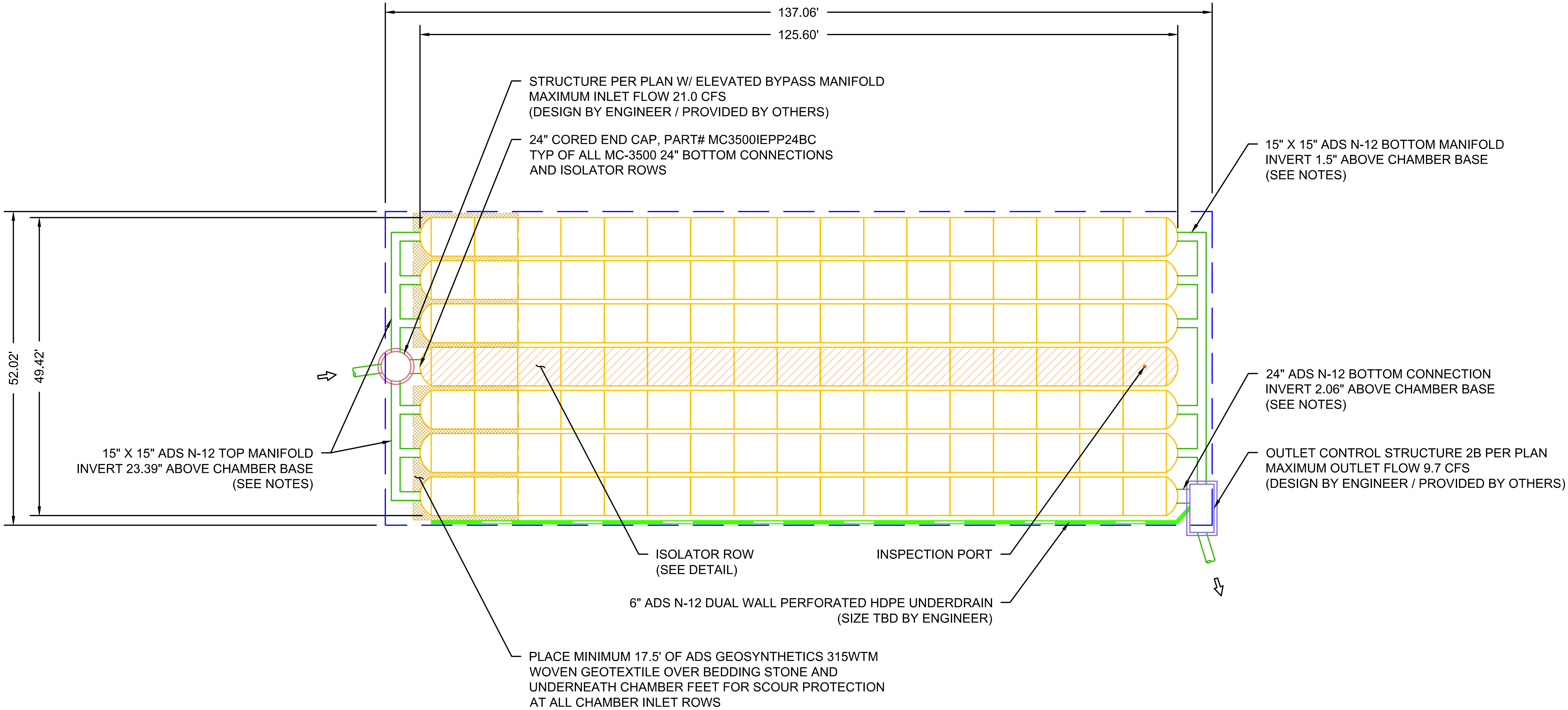
119	STORMTECH MC-3500 CHAMBERS
14	STORMTECH MC-3500 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	% STONE VOID
23,662	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)
7,130	SYSTEM AREA (ft²)
378	SYSTEM PERIMETER (ft)

PROPOSED ELEVATIONS

MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	1019.20
MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	1013.70
MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	1013.20
MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	1013.20
MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT):	1013.20
TOP OF STONE:	1012.20
TOP OF MC-3500 CHAMBER:	1011.20
15" TOP MANIFOLD INVERT:	1009.40
24" ISOLATOR ROW INVERT:	1007.62
15" BOTTOM MANIFOLD / CONNECTION INVERT:	1007.58
BOTTOM OF MC-3500 CHAMBER:	1007.45
UNDERDRAIN INVERT:	1006.70
BOTTOM OF STONE:	1006.70

NOTES

- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH SHEET #7 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.





4640 TRUEMAN BLVD  
HILLIARD, OH 43026



ADVANCED DRAINAGE SYSTEMS, INC.

70 INWOOD ROAD, SUITE 3 | ROCKY HILL | CT | 06067  
860-528-8188 | 888-892-2694 | WWW.STORMTECH.COM



REV	DWN	CKD	DESCRIPTION
03-05-18	VLW	EMH	EXPANDED EAST BED
03-09-18	VLW	EMH	UPDATED PER ENGINEER'S PLANS
03-09-18	AGC		REV. OCS CONNECTION SIZES

KANSAS CITY MOTORS	
LEE'S SUMMIT, MO	
DATE:	03-16-17
DRAWN:	AMD
PROJECT #:	181081
CHECKED:	GFI

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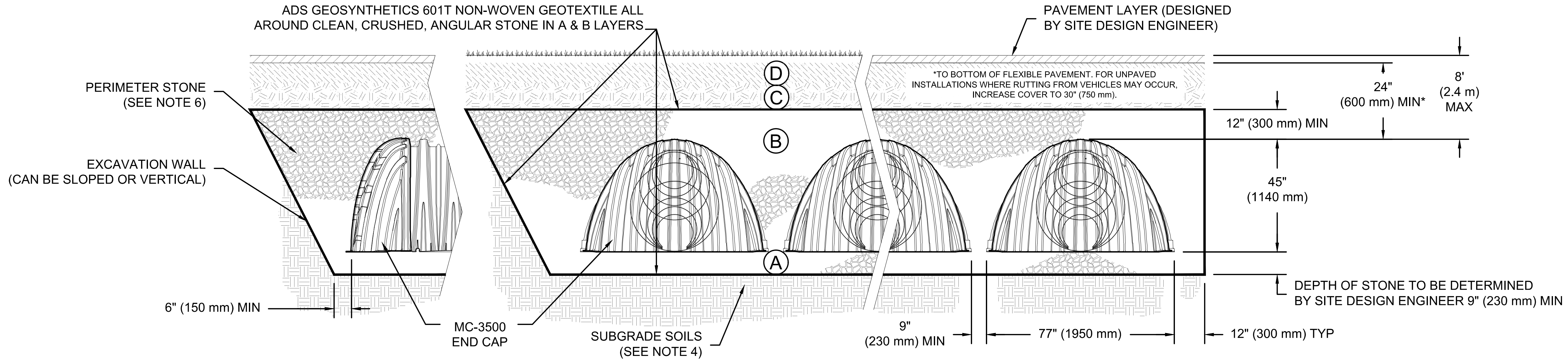


## **ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS**

MATERIAL LOCATION		DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	<b>FINAL FILL:</b> FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	<b>INITIAL FILL:</b> FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE.  MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145' A-1, A-2-4, A-3  OR  AASHTO M43' 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	<b>EMBEDMENT STONE:</b> FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43' 3, 4	NO COMPACTION REQUIRED.
A	<b>FOUNDATION STONE:</b> FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43' 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. <sup>2 3</sup>



PLEASE NOTE:

1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.

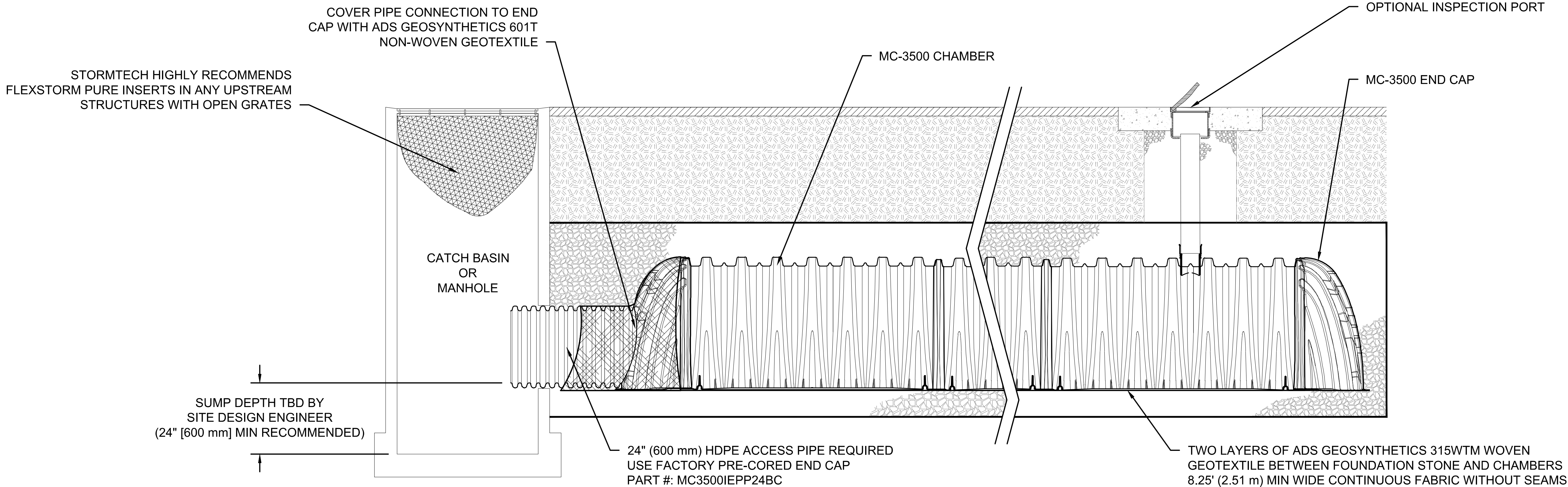


## NOTES:

1. MC-3500 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
4. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
5. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
6. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.

<div><p><b>ADS</b> ADVANCED DRAINAGE SYSTEMS, INC.</p></div> <div><p>4640 TRUEMAN BLVD HILLIARD, OH 43026</p></div>		<div><p><b>StormTech</b> <i>Detention Retention Water Quality</i></p></div> <div><p>70 INWOOD ROAD, SUITE 3   ROCKY HILL, CT   06067 860-529-8188   888-892-2694   WWW.STORMTECH.COM</p></div>		<div><div>REV</div><div>CKD</div><div>DESCRIPTION</div></div> <div><div>03-05-18</div><div>EMH</div><div>EXPANDED EAST BED</div></div> <div><div>03-09-18</div><div>VLW</div><div>EMH</div><div>UPDATED PER ENGINEER'S PLANS</div></div> <div><div>03-09-18</div><div>AGC</div><div>REV. OCS CONNECTION SIZES</div></div> <div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div></div>	KANSAS CITY MOTORS  LEE'S SUMMIT, MO		DATE: 03-16-17 DRAWN: AMD
				PROJECT #: 181081	CHECKED: GFI		
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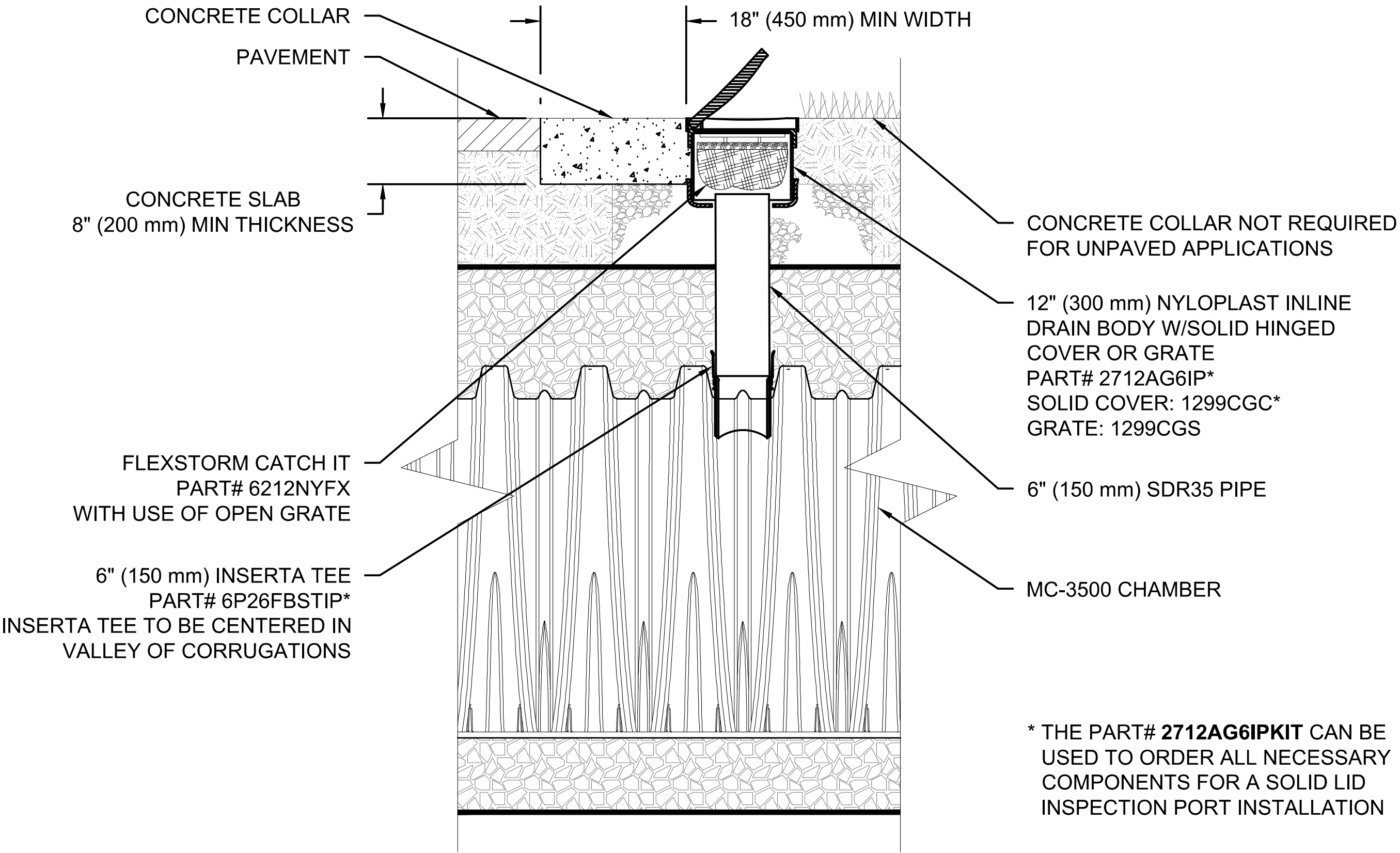
MC-3500 ISOLATOR ROW DETAIL  
NTS

INSPECTION & MAINTENANCE


- STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
    - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
    - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
    - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
    - A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
    - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
  - B. ALL ISOLATOR ROWS
    - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
    - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
      - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
      - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
    - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" (1.1 m) OR MORE IS PREFERRED
  - B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
  - C. VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

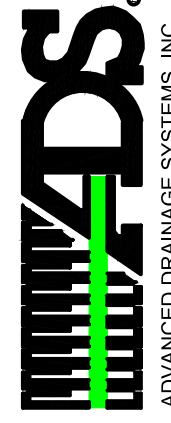
- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
- CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.



MC-3500 6" INSPECTION PORT DETAIL  
NTS

 70 INWOOD ROAD, SUITE 3   ROCKY HILL   CT   06067 860-528-8188   888-892-2694   WWW.STORMTECH.COM	KANSAS CITY MOTORS	
	LEE'S SUMMIT, MO	
	DATE: 03-16-17	DRAWN: AMD
	PROJECT #: 181081	CHECKED: GFI

REV	DWN	CKD	DESCRIPTION
03-05-18	VLW	EMH	EXPANDED EAST BED
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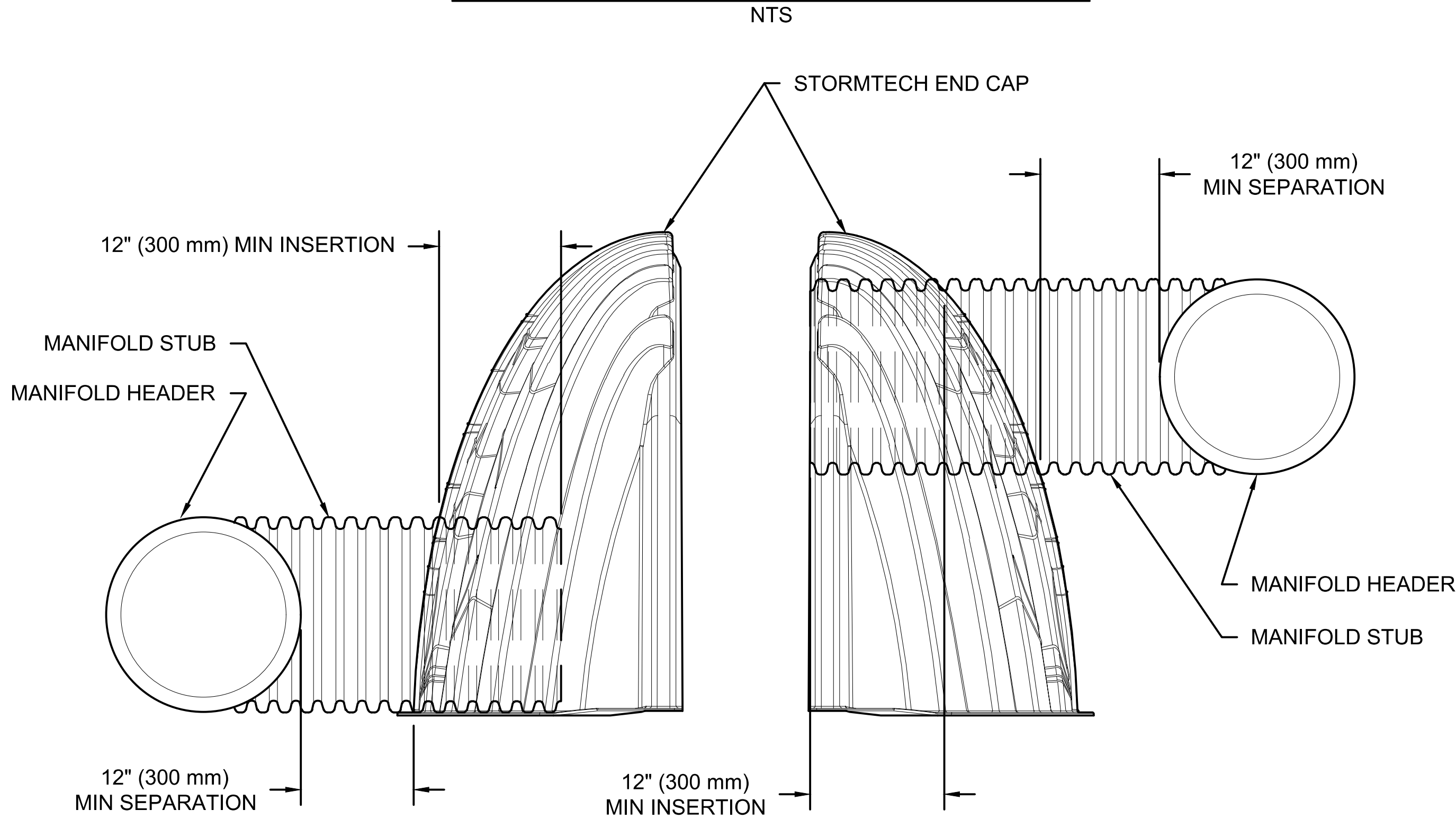
4640 TRUEMAN BLVD HILLIARD, OH 43026	 ADVANCED DRAINAGE SYSTEMS, INC.

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5 SHEET  
OF 6

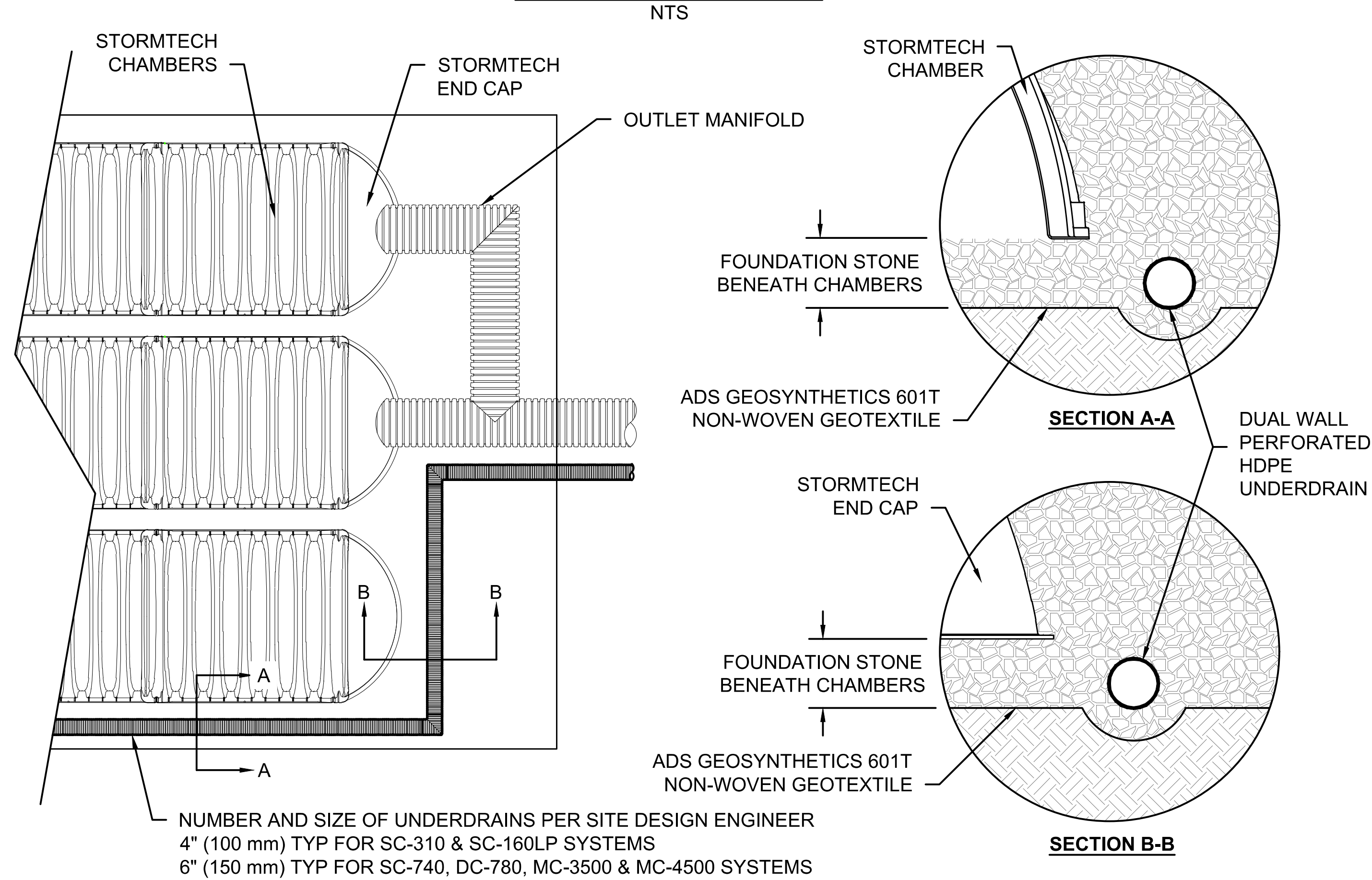


MC-SERIES END CAP INSERTION DETAIL

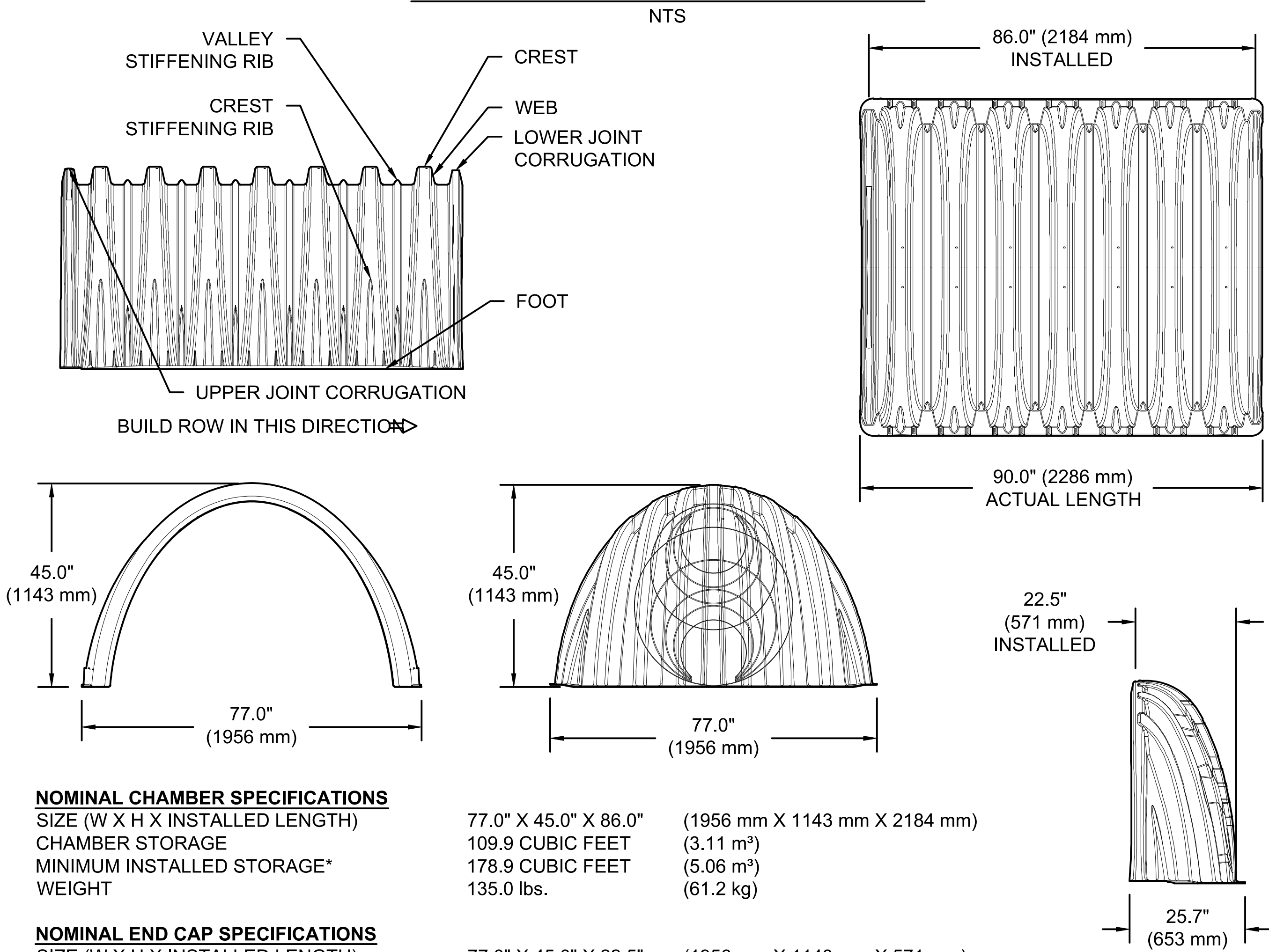


NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

UNDERDRAIN DETAIL



MC-3500 TECHNICAL SPECIFICATION



STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"  
STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"

PART #	STUB	B	C
MC3500IEPP06T	6" (150 mm)	33.21" (844 mm)	---
MC3500IEPP06B		---	0.66" (17 mm)
MC3500IEPP08T	8" (200 mm)	31.16" (791 mm)	---
MC3500IEPP08B		---	0.81" (21 mm)
MC3500IEPP10T	10" (250 mm)	29.04" (738 mm)	---
MC3500IEPP10B		---	0.93" (24 mm)
MC3500IEPP12T	12" (300 mm)	26.36" (670 mm)	---
MC3500IEPP12B		---	1.35" (34 mm)
MC3500IEPP15T	15" (375 mm)	23.39" (594 mm)	---
MC3500IEPP15B		---	1.50" (38 mm)
MC3500IEPP18TC	18" (450 mm)	20.03" (509 mm)	---
MC3500IEPP18BC		---	1.77" (45 mm)
MC3500IEPP24TC	24" (600 mm)	14.48" (368 mm)	---
MC3500IEPP24BC		---	2.06" (52 mm)
MC3500IEPP30BC	30" (750 mm)	---	---

NOTE: ALL DIMENSIONS ARE NOMINAL

CUSTOM PRECURED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-3500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm) THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.



4640 TRUEJMAN BLVD  
HILLIARD, OH 43026  
ADVANCED DRAINAGE SYSTEMS, INC.

KANSAS CITY MOTORS

LEE'S SUMMIT, MO

DATE: 03-16-17 DRAWN: AMD

PROJECT #: 181081 CHECKED: GFI

DESCRIPTION

EXPANDED EAST BED  
UPDATED PER ENGINEER'S PLANS  
REV. OCS CONNECTION SIZES

REV

03-05-18  
03-09-18  
03-09-18

DWN

VLW  
VLW  
AGC

CKD

EMH  
EMH

DESCRIPTION

EXPANDED EAST BED  
UPDATED PER ENGINEER'S PLANS  
REV. OCS CONNECTION SIZES

DATE: 03-16-17

DRAWN: AMD

PROJECT #: 181081

CHECKED: GFI

KANSAS CITY MOTORS

LEE'S SUMMIT, MO

DATE: 03-16-17

DRAWN: AMD

PROJECT #: 181081

CHECKED: GFI

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCTS DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.







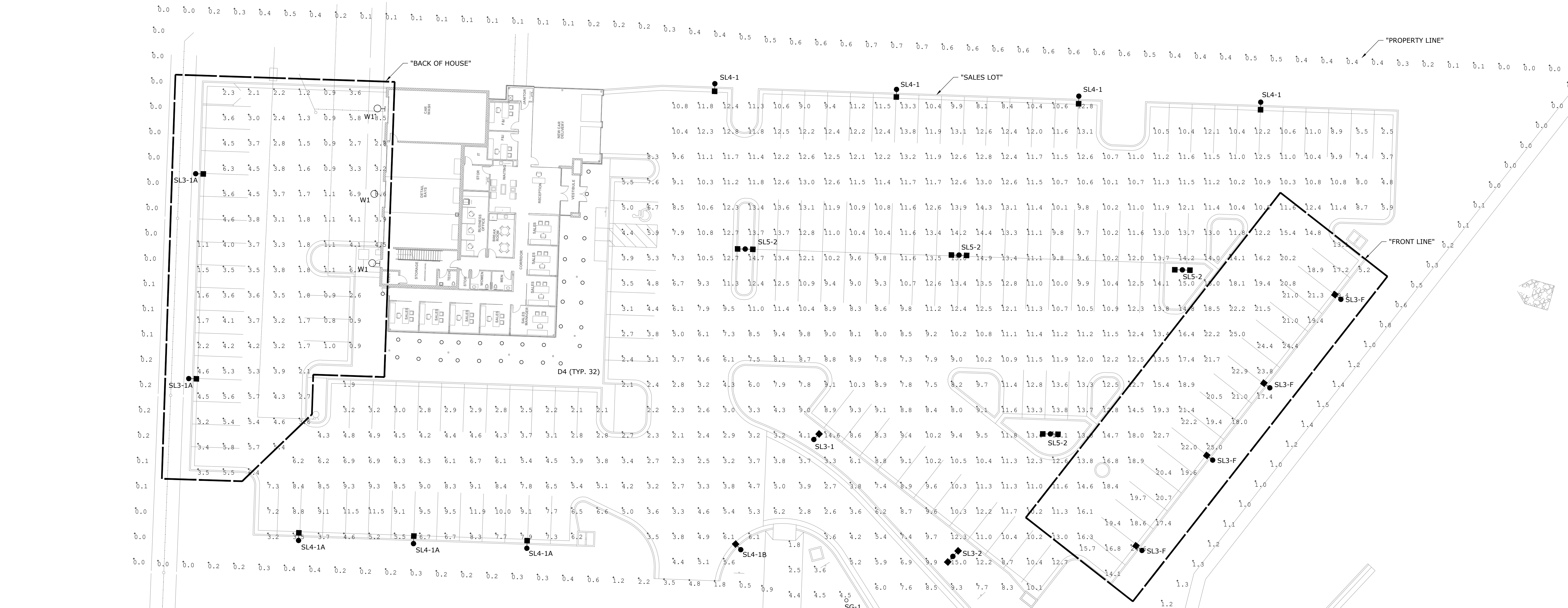
Aristocrat Pre-Owned Sales Building  
New Construction  
Soave Automotive Group  
Lee's Summit, MO

Revisions:

Project #: 180508

Preliminary Development  
Plan  
07/16/2019  
SITE PLAN -  
PHOTOMETRIC

LP101

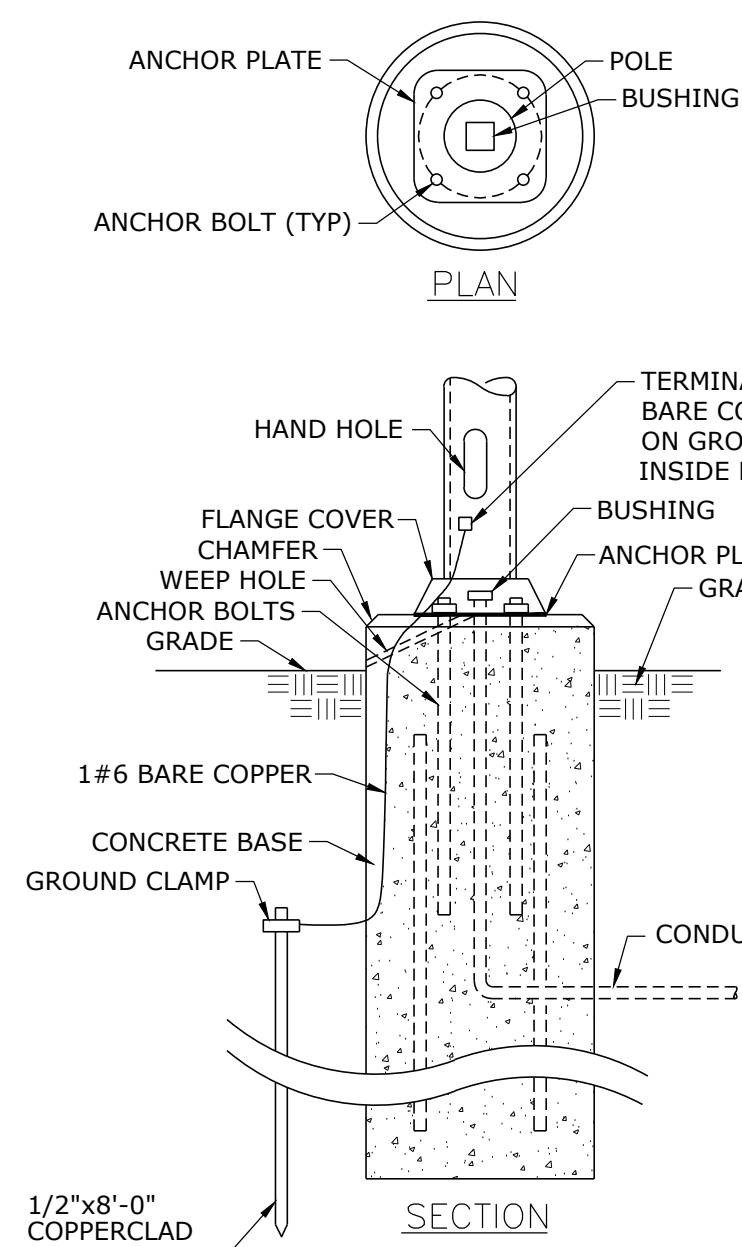


FIXTURE SCHEDULE							
TYPE	IMAGE	DESCRIPTION	MOUNTING	LAMP	VOLTS	MANUFACTURER	V-A
SL3-F		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 3 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 34,800 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	295
SL3-1		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 3 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 19,846 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	171
SL3-1A		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 3 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 15,020 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	124
SL3-2		2-HEAD @ 180 DEGREES APART PARKING LOT EXTERIOR POLE FIXTURE, TYPE 3 DISTRIBUTION, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 19,846 LUMENS (PER HEAD) 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	342
SL4-1		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 4 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 33,065 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	295
SL4-1A		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 4 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 23,364 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	210
SL4-1B		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 4 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 18,857 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	171
SL5-2		2-HEAD @ 180 DEGREES APART PARKING LOT EXTERIOR POLE FIXTURE, TYPE 5 DISTRIBUTION, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 36,652 LUMENS (PER HEAD) 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	560
D4		4" DIAMETER RECESSED LED DOWNLIGHT, SEMI-SPECULAR REFLECTOR, INTEGRAL 0-10V / 100-10% DIMMABLE DRIVER, OVERLAP TRIM, ARCHITECT TO SELECT TRIM FINISH, WIDE FLOOD DISTRIBUTION, REGRESSED LENS.	RECESSED GRID OR GYP BY LOCATION	LED 1500 LUMENS 4000K 80+ CRI	120/277	WILLIAMS SERIES 4DR	14
SG-1		DIRECT BURIAL IN-GRADE FLOODLIGHT.	RECESSED GRADE	LED	120/277	KIM LIGHTING SERIES DBF	TBD
W		17"W X 8.5"H X 10.5"D EXTERIOR LED WALL PACK, UL LISTED FOR WET LOCATIONS, INTEGRAL 0-10V / 100-10% DIMMABLE DRIVER, VISUAL COMFORT WIDE DISTRIBUTION, ARCHITECT TO SELECT FINISH.	SURFACE WALL	LED 3000 LUMENS 4000K 80+ CRI	120/277	LITHONIA SERIES WST	30

CALCULATION SUMMARY					
AREA NAME	AVE	MAX	MIN	AVGMIN	MAXMIN
PROPERTY LINE	0.56	6.2	0.0	N/A	N/A
SALES LOT	9.00	15.0	1.8	5.0	8.3
FRONT LINE	19.50	25.0	5.2	3.8	4.8
BACK OF HOUSE	3.40	8.6	0.9	3.8	9.6

NOTES:  
1. ILLUMINANCE VALUES ARE IN FOOTCANDLES.

SITE PLAN - PHOTOMETRIC  
SCALE: 1"=20'-0"

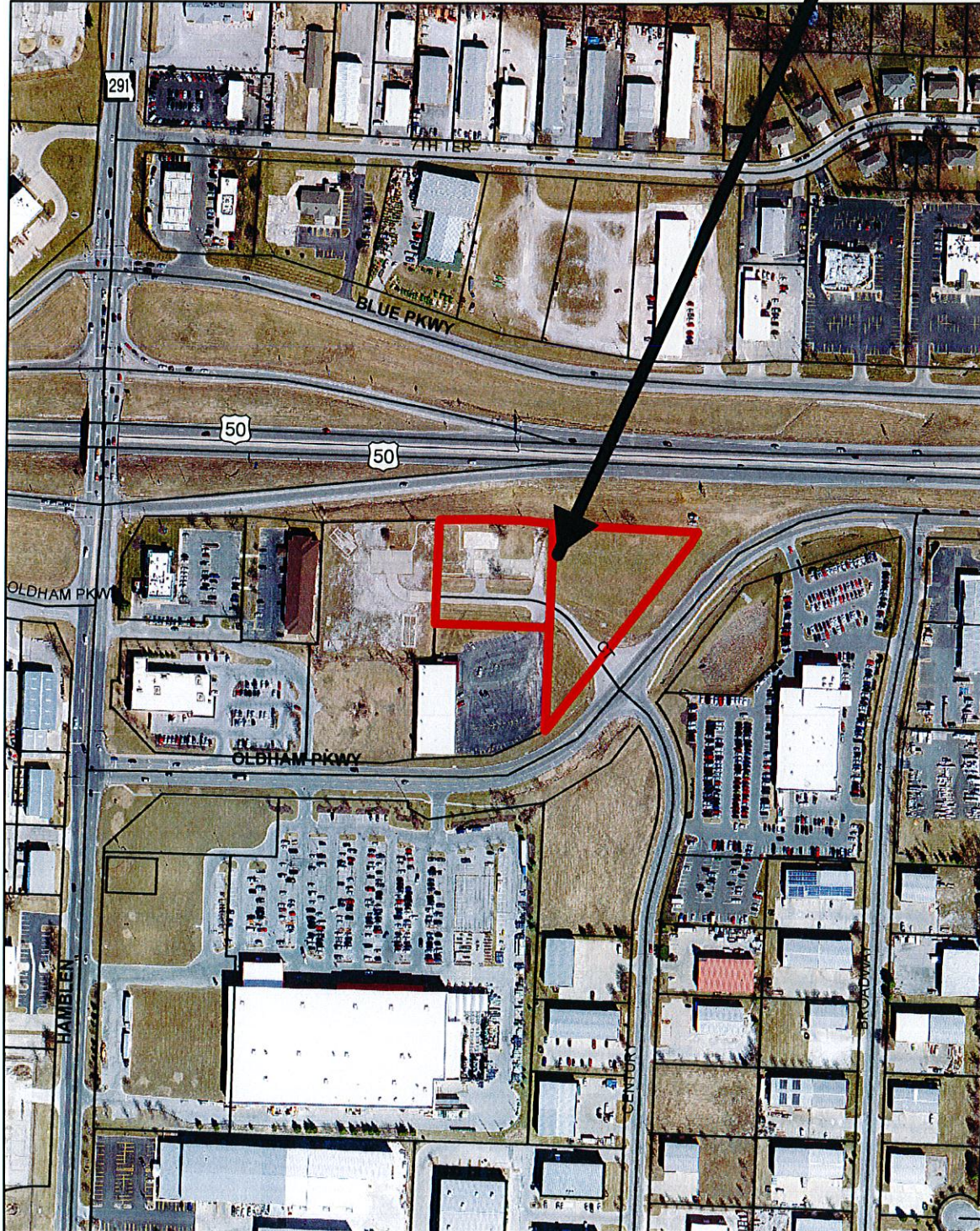


NOTE: REFER TO STRUCTURAL DETAIL FOR DIMENSIONS & REQUIREMENTS.

POLE BASE  
NOT TO SCALE



**PL2019-204 PRELIM DEV PLAN and  
PL2019-203 SUP  
Artistocrat Motors**





## Packet Information

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**File #:** BILL NO. 19-197, **Version:** 1

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An Ordinance approving a Land Clearance for Redevelopment Authority Redevelopment Project, Aristocrat Motors, pursuant to the provisions of the Land Clearance for Redevelopment Authority Law, Sections 99.300 to 99.660 RSMo.

(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

Issue/Request:

An Ordinance approving a Land Clearance for Redevelopment Authority Redevelopment Project, Aristocrat Motors, pursuant to the provisions of the Land Clearance for Redevelopment Authority Law, Sections 99.300 to 99.660 RSMo.

Key Issues:

Adoption of this ordinance would approve 100% abatement on the incremental increase in property value of the Aristocrat Motors project for a 5-year period subject to construction of the project in accordance with the approved preliminary and final development plans. The annual real property tax abatement is estimated to be \$43,184.

Proposed City Council Motion:

I move for adoption of an Ordinance approving a Land Clearance for Redevelopment Authority Redevelopment Project, Aristocrat Motors, pursuant to the provisions of the Land Clearance for Redevelopment Authority Law, Sections 99.300 to 99.660 RSMo.

Background:

On September 3, 2019, the Mayor and City Council considered the Aristocrat Motors Preliminary Development Plan and Land Clearance for Redevelopment Authority Redevelopment Project Application.

Mark Dunning, Assistant City Manager

Staff recommends approval of the proposed ordinance.

On June 26, 2019, the LCRA recommended approval of a 100% real property tax abatement on the incremental increase in value of the project for a 5 year period with a condition that the abatement will be reconsidered if the ownership or use of the property changes during the abatement period.



## **BILL NO. 19-197**

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AN ORDINANCE APPROVING A LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY REDEVELOPMENT PROJECT, ARISTOCRAT MOTORS, PURSUANT TO THE PROVISIONS OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY LAW, SECTIONS 99.300 TO 99.660 RSMo.

WHEREAS, in 1961, City of Lee's Summit held a special election where the qualified voters voted in favor of accepting the provisions of §99.300 through §99.660 RSMo as amended, known and cited as the "Land Clearance for Redevelopment Authority Law" of the State of Missouri; and,

WHEREAS, on September 1, 2009, the Mayor of Lee's Summit appointed members to reactivate the Land Clearance for Redevelopment Authority within Lee's Summit; and,

WHEREAS, on June 12, 2014, the City Council adopted Ordinance No. 7472 establishing the "US50 / M-291 Highway" Urban Renewal Area, and,

WHEREAS, on December 17, 2015, the City Council adopted Ordinance No. 7776 expanding the "US50 / M-291 Highway" Urban Renewal Area, and,

WHEREAS, on April 18, 2019, Aristocrat Motors submitted a Land Clearance for Redevelopment Authority Redevelopment Project Application; and,

WHEREAS, on June 26, 2019 the Land Clearance for Redevelopment Authority considered the Redevelopment Project Application recommending approval of an estimated annual real property tax abatement of \$43,184 (forty-three thousand, one-hundred and eighty-four dollars) for a period of 5 years, and,

WHEREAS, on September 3, 2019, the City Council recommended approval a Preliminary Development Plan for the Aristocrat Motors development project by a majority vote in favor of approval of second reading of an ordinance approving said plan; and,

WHEREAS, on September 3, 2019, the City Council having heard and considered the objections, protests, comments, and other information presented, voted by majority vote to approve second reading of an ordinance approving the "Aristocrat Motors LCRA Redevelopment Project".

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

SECTION 1. That the Aristocrat Motors LCRA Redevelopment Project ("the "Project") is hereby approved to be constructed on property described as *704 SE Oldham Court, inclusive of lots 2 and 3 of Oldham East Business Park in Lee's Summit, Jackson County, Missouri* said property which is situated within the "US50 / M-291 Highway" Urban Renewal Area as referenced in Attachment A of Ordinance No. 7776.

SECTION 2. That the Project conforms to the City's Comprehensive Plan for the development of the City of Lee's Summit as a whole.

## **BILL NO. 19-197**

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SECTION 3. That the Project is sufficiently complete in accordance with statutory requirements of the Land Clearance for Redevelopment Authority Law.

SECTION 4. That the Project provides for a coordinated and harmonious development that will promote health, safety, morals, order, convenience, prosperity and general welfare within the community.

SECTION 5. That the Project contains a financial analysis, and schedule for completing the Plan in accordance with statutory requirements of the Land Clearance for Redevelopment Authority Law.

SECTION 6. That the Project is approved for 100% real property tax abatement on the incremental increase in property value of the project for an estimated annual amount of \$43,184.00 for a 5-year period if said Project is constructed in accordance with the approved preliminary and final development plans.

SECTION 7. That should the ownership or use of the property change from its intended use as a pre-owned luxury vehicle dealership during the term of the abatement, the Land Clearance for Redevelopment Authority and City Council shall reconsider the approved abatement and may terminate said abatement in whole or in part.

SECTION 8. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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



LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY  
**LEE'S SUMMIT**

Date: 06/24/2019

Applicant File # 2019-01

Applicant Name Aristocrat Motors

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## REDEVELOPMENT PROJECT APPLICATION

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

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### I. APPLICANT INFORMATION

Applicant/Organization Name: Aristocrat Motors

Business Address: 9415 W 65th Street, Merriam, KS 66203

Contact Person: Kevin Killilea Telephone #: 913-677-7407

Facsimile #: \_\_\_\_\_ E-mail: Kevin.Killilea@Soaveauto.com

Address (if other than business address): \_\_\_\_\_

Agent for Applicant: David Belpedio and Beth Lattin, MarksNelson LLC Telephone #: 816-743-7700

Facsimile #: 816-743-7701 E-mail: dbelpedio@marksnelsoncpa.com, tanderson@marksnelsoncpa.com

Agent Address: 1310 E 104th Street, Kansas City, MO 64131

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## II. BUSINESS INFORMATION

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

Auto Dealership

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

Corporation

C. Year and State of incorporation: 1999 in Michigan

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

Name	Title	Telephone #
Marion Battaglia	President	913-208-5100
Kevin Killilea	Vice President	816-935-0475
Bryan Frank	Treasurer	913-677-3300

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

None

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

## III. LOCATION OF THE PROJECT

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

Council District: District 1

Total Acreage: 2.83

Is the project located in any incentive areas? *(Attach separate sheet if necessary)* LCRA

What is the current zoning of the project area? ps planned commercial service



What is the proposed zoning for the project area? No change

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

US 50 / M29 Hwy Urban Renewal Area

#### IV. THE PROJECT

- A. Provide a detailed narrative description of the proposed project, including information as the size of the project, amount of land (property) to be purchased, whether the project is a rehabilitation of existing structure(s), expansion, or the construction of a new facility, residences, etc. Describe what products or services are to be manufactured or provided through this project. (*Attach separate sheet if necessary*) See attached
- B. Does the applicant or its parent company presently have offices or industrial facilities located in Lee's Summit, Missouri? If so, describe. (*Attach separate sheet if necessary*) No
- C. List any nationally or locally historical properties and/or districts within the Project Area. N/A
- D. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application: (*Attach separate sheet if necessary*) N/A

#### V. COMMUNITY IMPACT STATEMENT

- A. Describe the project's integration within the applicable Lee's Summit Comprehensive Master Plan, conformance with the adopted Economic Development Incentive Policy or applicable adopted plan within the community. (*Attach separate sheet if necessary*)
- B. How many people will be employed by the project? (*Attach separate sheet if necessary*) 11
- Will this project represent an increase in employment opportunities in Lee's Summit, Missouri?  
Yes
  - Number of jobs to be retained.  
N/A

- C.** Projected real and personal property investment.  
The building and site work will cost around \$4,000,000 and personal property will be around \$250,000.
- D.** Describe the capability of the project to attract sales from outside the City, if applicable.  
Yes. We will attract many customers from the surrounding areas including Platte, Jackson and Johnson Counties in Missouri as well as Wyandotte and Johnson County Kansas.
- E.** Will this project attract additional residents to the area?  
N/A
- F.** Are there plans for future expansion?  
Yes, eventually we would like to purchase the skating rink to the east and add a service area.
- G.** What environmental impact will this project have on the area?  
None
- H.** Will there be the use of federal or state incentives for this project?  
N/A
- I.** Provide evidence of the need for the abatement (i.e., competitive pressures of the location, need for remediation of blight in proximity to the project, addition of jobs to a high unemployment area, etc.)  
Our business is very inventory heavy. This dealership is a completely new business model for us in a location we currently do not serve.
- J.** Describe the estimated impact to proximate businesses, particularly to businesses selling similar products or services in the area.  
While there are other auto dealerships in the area, the brands of the autos being sold by Aristocrat are not currently offered in the Lee's Summit market place. Such brands will likely result in accretive auto sales in the City of Lee's Summit given that likely buyers will be those buyers who had purchased such cars at other dealerships throughout the entire metro area.

## VI. PROJECT COSTS:

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

Item	Amount	Costs to be Financed with Bond Proceeds, if Applicable
Acquisition of Land and Existing Buildings	<b>\$1,500,000</b>	
Relocation costs (if applicable)		
Construction Costs:		
1. Architectural and Engineering	<b>\$205,000</b>	
2. Site Preparation	<b>\$95,000</b>	
3. Materials	<b>\$1,700,000</b>	
4. Labor		
5. Construction Contracts		
6. Utilities Connection		
7. Paving and Landscaping		
Renovation Cost		
Machinery and Equipment	<b>\$250,000</b>	
Furniture and Fixtures	<b>\$250,000</b>	
Capitalized Interest (From To)		
Cost of Issuance (i.e. accounting, legal, etc.)		
Contingency/Professional Fees		
<b>TOTAL PROJECT COSTS</b>	<b>4,000,000</b>	

Current Fair Market Value of Land: \$150,750

Fair Market Value of Improvement: \$0

Current Assessed Value of property: \$48,968

Projected Assessed Value of the Land & Improvements Upon Completion:  
\$1,300,000

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

- Total amount of property tax abatement requested: \$ \$895,961
- Percentage of abatement requested: 100 %
- Number of years of abatement: 5 yrs.

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

Assumed new value of \$3,500,000 with 2% increase on reassessment on a go-forward basis.

	<u>75% abatement</u>
Year 1	\$86,083
Year 2	\$86,083
Year 3	\$87,805
Year 4	\$87,805
Year 5	\$89,561
Year 6	\$89,561
Year 7	\$91,352
Year 8	\$91,352
Year 9	\$93,179
Year 10	\$93,179



## **VII. SOURCES OF FUNDS:**

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

<b>SOURCES</b>	<b>AMOUNT</b>
Cash	1,000,000
Loan	3,000,000

## **VII. DEVELOPMENT TEAM**

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

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## **VIII. OPERATING PROFORMA.**

The proforma must cover the period of abatement requested.

## **X. BOND FINANCING**

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

## **XI. REQUIRED ATTACHMENTS:**

- **Attachment A:** A map showing the boundaries of the project.
- **Attachment B:** A map indicating current land use and zoning.
- **Attachment C:** A map indicating the proposed land use and zoning.
- **Attachment D:** A map showing infrastructure improvements to be made.
- **Attachment E:** A development schedule for the project, including the phasing of development and the locations and improvements to be accomplished in each phase.
- **Attachment F:** Design plans for the project (including site plans & elevations).
- **Attachment G:** Photographs of the project site and/or structure to be rehabilitated.

- **Attachment H:** Copy of preliminary title work.
- **Attachment I:** Letter(s) of Support from one or more of the following: councilpersons, mayor, county official, state representative, state senator, local taxing entities, and/or neighborhood organization(s).

## **XII. CERTIFICATION OF APPLICANT:**

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

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

**REDEVELOPMENT PROJECT APPLICATION**  
**EXHIBIT “1”— BUDGET / PROFORMA**



## REDEVELOPMENT PROJECT APPLICATION

### EXHIBIT “2”— NEW AND EXISTING EMPLOYMENT INFORMATION

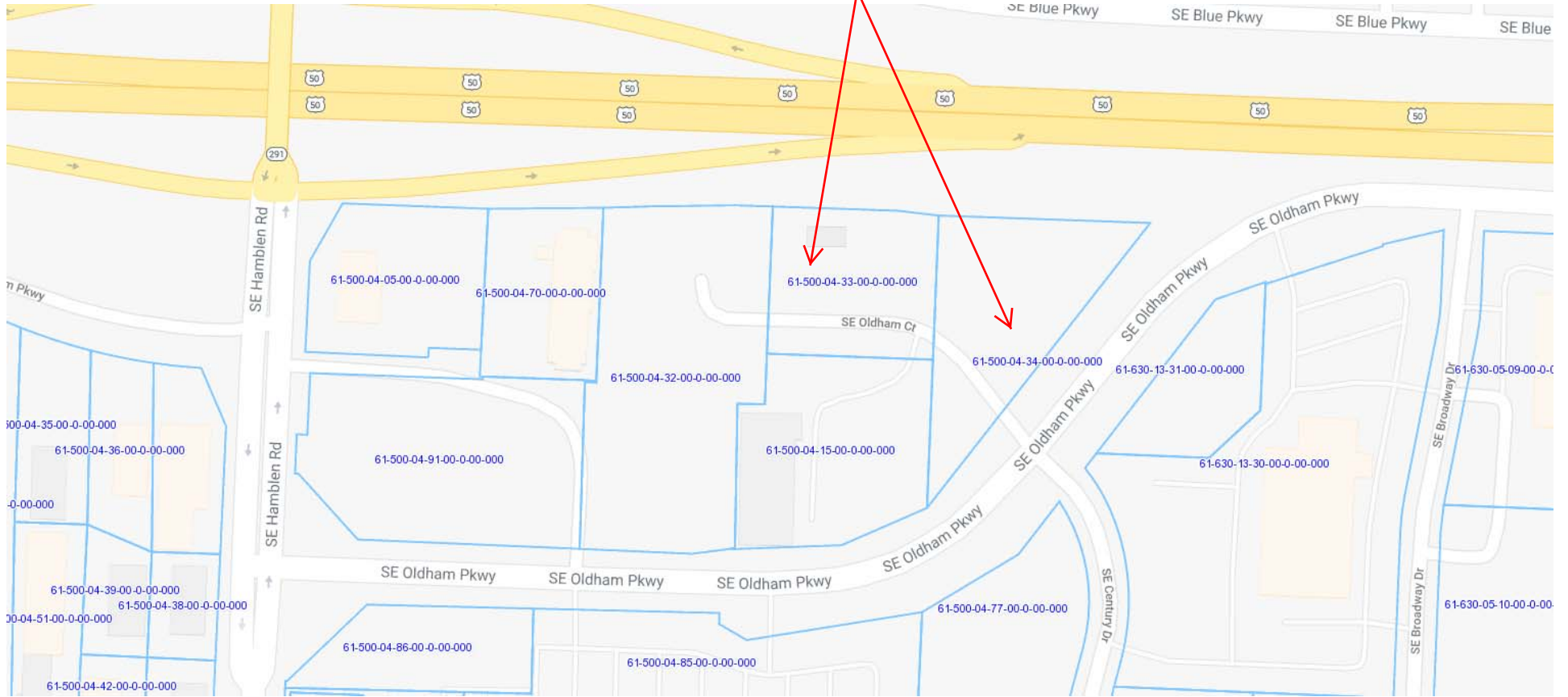
New Jobs in Lee's Summit:

Sales Manager -- \$150,000 salary  
Assistant Sales Manager -- \$100,000 salary  
Salespeople (6) -- \$80,000 salary  
Office Assistant -- \$40,000 salary  
Porters (2) -- \$40,000 salary

11 jobs

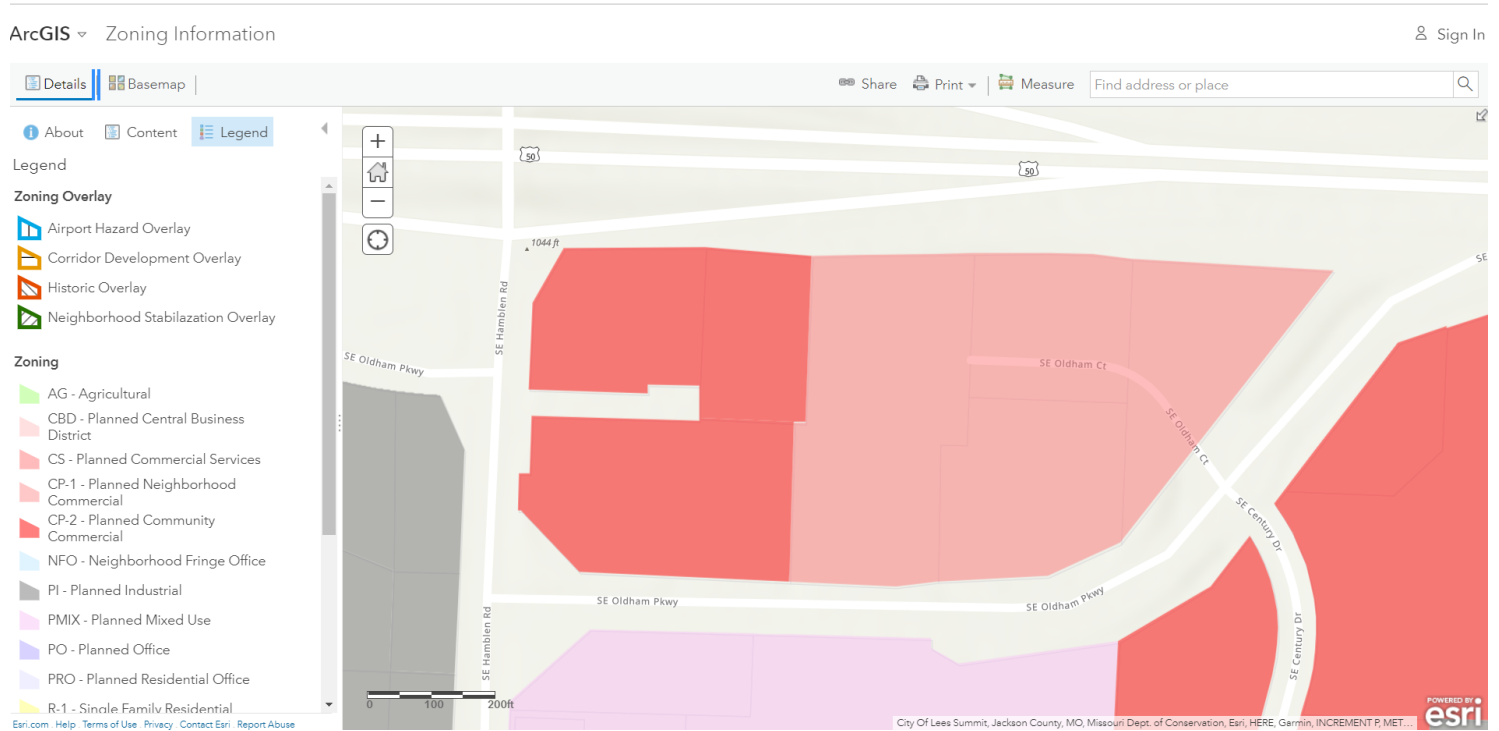
Attachment A: Property Map

2 Parcels



# REDEVELOPMENT PROJECT APPLICATION

## ATTACHMENT “B”—Map of Current Land Use and Zoning





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

No zoning change required

**REDEVELOPMENT PROJECT APPLICATION**

ATTACHMENT “D”—Map of Proposed Infrastructure Improvements



**REDEVELOPMENT PROJECT APPLICATION**  
**ATTACHMENT “E”—Development Schedule**

It is projected that the groundbreaking will take place in October 2019 with the completion date of March/April 2020

## REDEVELOPMENT PROJECT APPLICATION

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









































1. The recorded plat, Oldham East Business Park was used in preparation of this Final Development Plan.
2. Cross Access easements for common driveways and adjoining parking lots will be provided on the Final Plat.
3. There is no visible evidence of abandoned oil or gas wells located within the plat boundary, as identified in "Environmental Impact Study of Abandoned Oil and Gas Wells in Lee's Summit, Missouri", Edward Alton May, Jr., P.E., 1995.
4. Mechanical units shall be totally screened from view in accordance with Article 7 of the UDO.
5. All materials, colors, and architecture of buildings to meet the requirements of section 7.280 of the current UDO.
6. Contractor to locate and relocate any existing utilities that may conflict with construction as necessary.
7. The development shall meet the requirements of the Unified Development Ordinance, Design and Construction Manual, Access Management Code and other ordinance for development including, but not limited to, parking setbacks and spaces, ADA requirements, site lighting, landscaping and screening, utilities, and zoning requirements.
8. Every ADA accessible parking space shall be identified by a sign, mounted on a pole or other structure, located between 36 inches and 60 inches above the ground, measured from the bottom of the sign, and the head of the parking space.
9. All identifying signs shall be 12 inches wide by 18 inches in height and meet the requirement set forth in the Manual on Uniform Traffic Control Devices, as referenced in the Lee's Summit General Code of Ordinances.
10. All Landscaping to meet Article 14 of the UDO.
11. There shall be two way traffic movement.
12. See architectural submittal for all building dimensions, monument signs and lighting details.
13. Parking lot screening to meet UDO.
14. Exterior lighting to conform to UDO requirements (400 watt lamp, 18' maximum pole height and 90' cut-off for light dispersion).
15. All curb to be CG-I curb, unless otherwise noted.
16. Easements are provided for ingress/egress as shown and per the recorded plat.
17. Parking Spaces shall be 9' x 19' (perimeter w/ curb), 9' x 19' (interior center), and 9'x20' (interior w/ no curb).
18. Watershed: East Fork-Little Blue River (to Prairie Lee Lake)
19. A new plat will be prepared to combine the two lots into 1 lot. A private easement for the sanitary sewer service for the Landmark Skate Center building will be dedicated on the plat.
20. All dimensions are to back of curb unless otherwise noted.
21. All curb radii within parking lot are 5' unless otherwise noted.
22. Knox padlocks shall be provided on the gates per IFC 506.1. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the Fire code official.

- Improvements to the main entrance off of SE Oldham Parkway shall consist of curb & gutter addition only. No sidewalk is required for the road frontage for this property.

- Minimum required building line is 20 feet on 50 Hwy frontage, 20 feet on West side of the property, and 10 feet on South side of the property.

- Minimum required parking setback line is 20 feet on 50 Hwy frontage, 20 feet on West side of the property, and 10 feet on South side of the property.

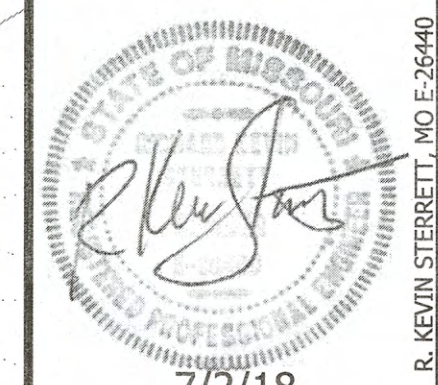
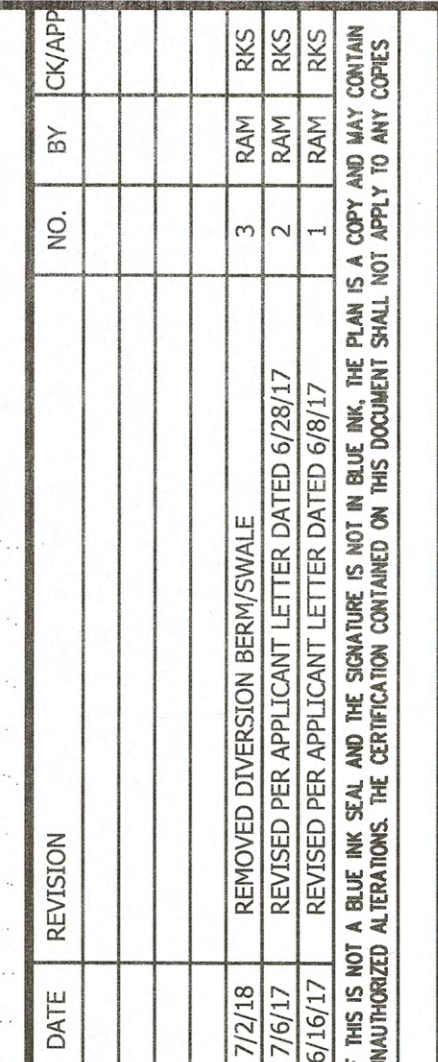
- Interior sidewalks are 5' as shown. Sidewalks to be 5" PCC on 4" of compacted gravel.

PROJECT DATA:  
The site is Zoned CS  
Project Area - 2.83 acres  
Number of Lots - 2  
Density - 1.90 lots/acre

- The project infrastructure as shown shall be completed in 1 phase.

- *Parking Spaces Required/Provided - 18/18*  
*Garage - 3/bay x 4 bays = 12*  
*Sales Area - 2/1000sf - 2.1 x 2 = 4.2 (5)*  
*Outside Display Area - 1/2500sf, 6 display pods at 200sf each - 1200sf = 0.48 (1)*  
*ADA Spaces Required/Provided - 1/1*

704 SE Oldham Court, Lee's Summit, MO 64081



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167-759-2285 CORPORATE LICENSE NO. E2010005873

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

## DIMENSION PLAN

KANSAS CITY MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

LOT NO.	LOT AREA SQ. FT.	BUILDING AREA SQ. FT.	FAR	REQUIRED PARKING SPACES	PROVIDED PARKING SPACES	IMPERVIOUS AREA SQ. FT.	PERCENT IMPERVIOUS AREA (%)
1	125611						
2 & 3	123301	3288	.03	18	140	64569	0.524
Total	248912	3288			140	64569	0.524

X-REF NO.	XXX
DRAWING NO.	XXX
DATE	July 2018
JOB NO.	16 045 01

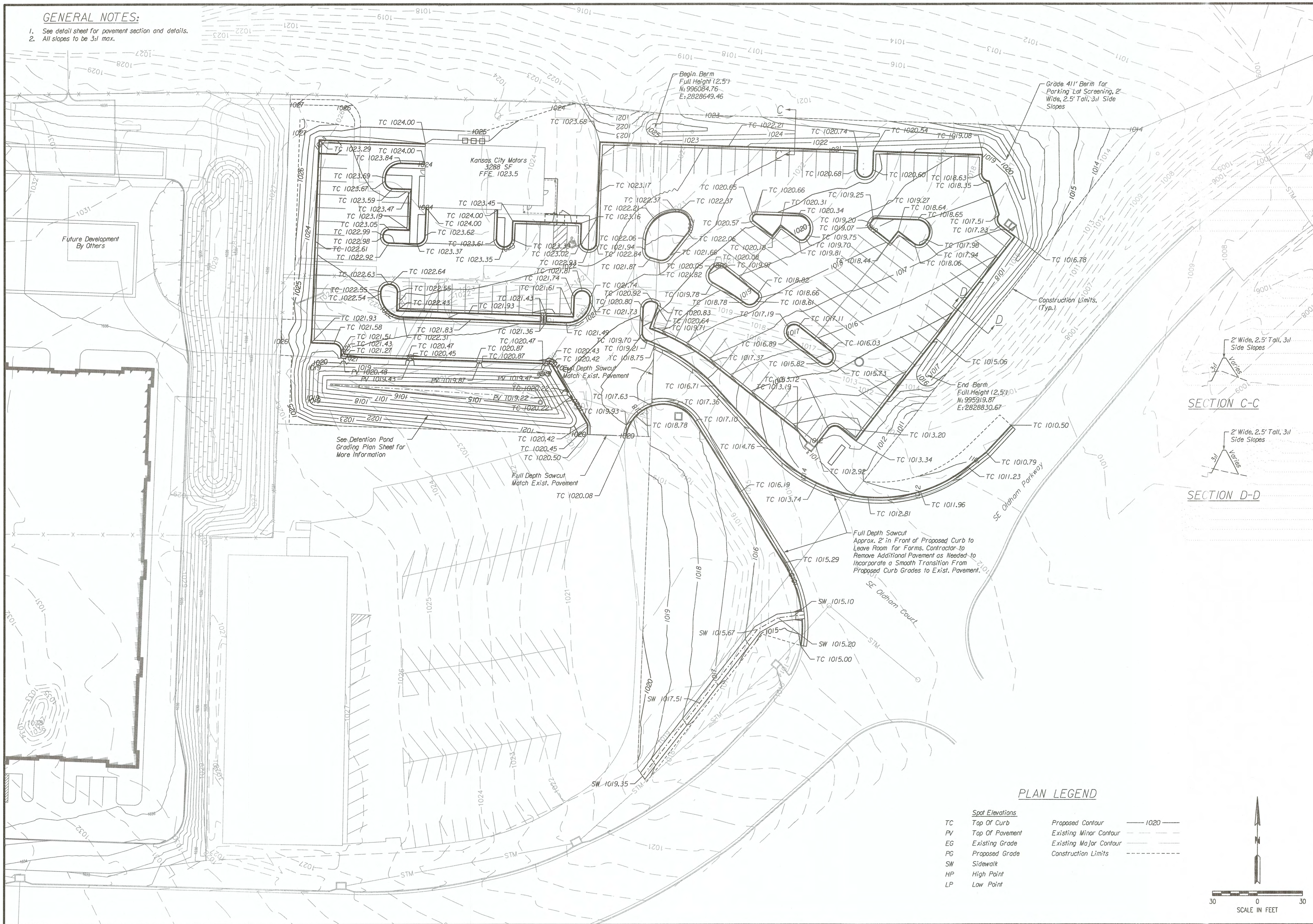
3 SHEET OF 17

REV.

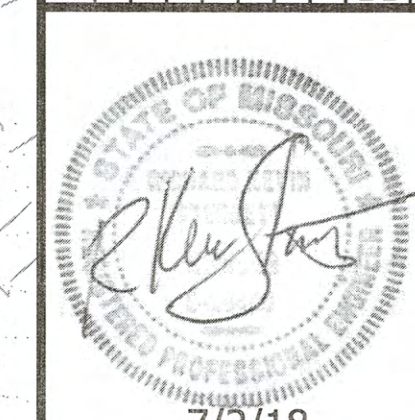


# GENERAL NOTES:

1. See detail sheet for pavement section and details.
2. All slopes to be 3:1 max.



NO.	BY	DATE	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



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11010 Haskell St., Ste. 210, Kansas City, MO 64116-7528  
CORPORATE LICENSE NO. E200005873

**GRADING PLAN**

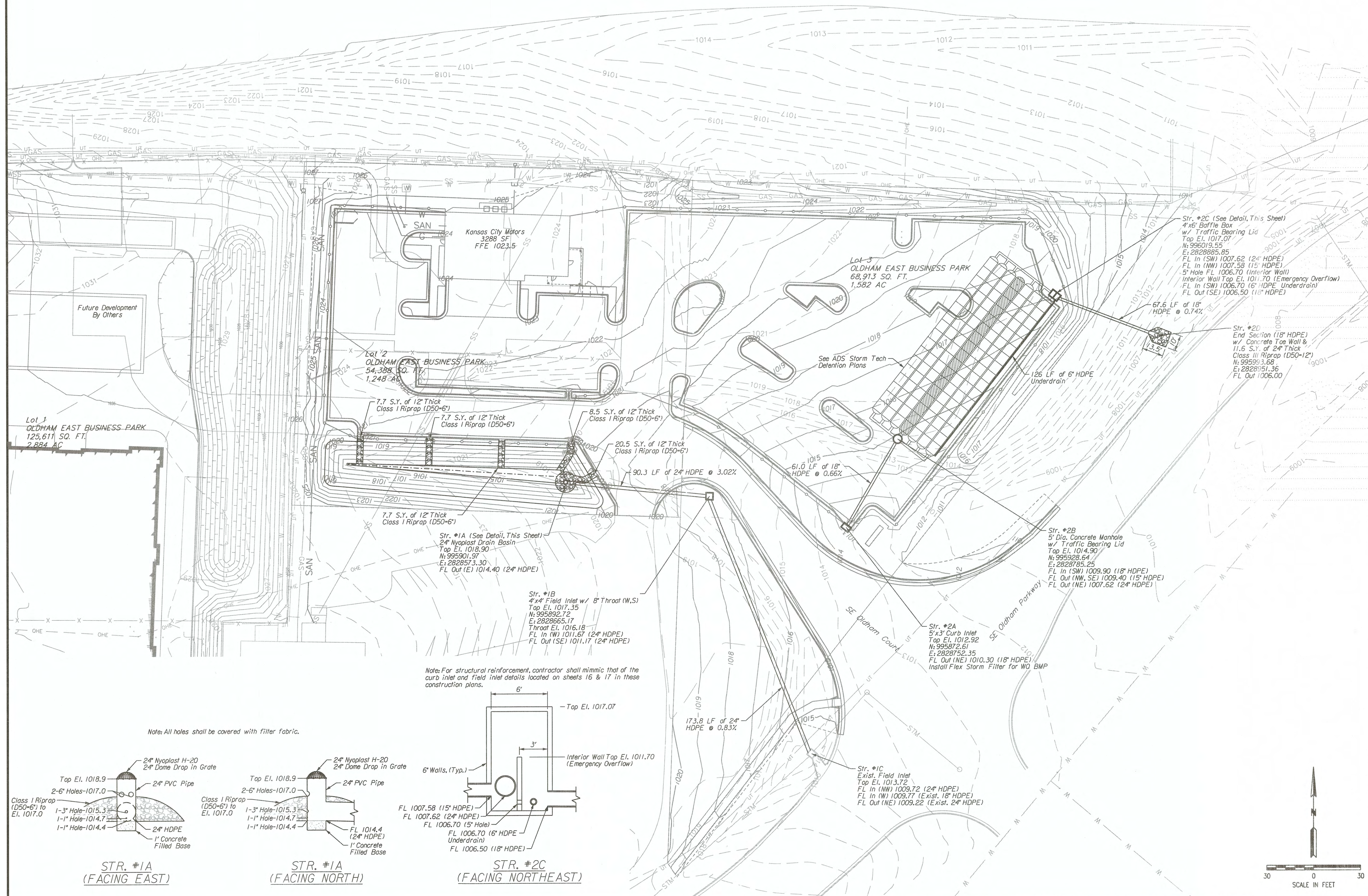
**KANSAS CITY MOTORS**

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

X-REF. NO.	XXX
DRAWING NO.	XXX
DATE	July 2018
JOB NO.	16.045.01
SHEET	17
OF	

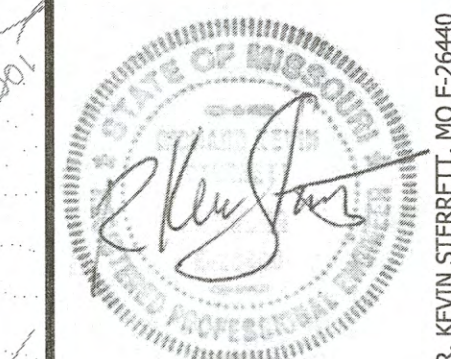


1. All storm sewer pipe to be HDPE w/ smooth interior.



DATE	REVISION	NO.	BY	CK/APP
7/2/18	REMOVED DIVERSION BERNI/SWALE	3	RAMI	BKS
7/16/19	REVISED PER APPLICANT LETTER DATED 6/18/17	2	RAMI	BKS
6/16/17	REVISED PER APPLICANT LETTER DATED 6/16/17	1	RAMI	BKS

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7/2/18

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816-750-2295  
CORPORATE LICENSE NO. EPW10005873

1110 Haskell St.  
Ste. 210 Kansas City, KS 66109

STORM SEWER PLAN

KANSAS CITY MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

	X-REF NO. XXX
	DRAWING NO. XXX
	DATE July 2018
	JOB NO. 16.045.01
7	SHEET OF 17

REV.







NOTES:  
- Building Parking Lot and Landscaping information on each lot are for graphical purpose and do not represent the detailed final development plan information. All Landscaping to meet Article 14 of the UDO.  
- All portions of the site not covered with paving or buildings shall be landscaped. All interior landscape areas shall be covered with sod as well as all areas adjacent to the building. All remaining areas shall be seeded. Ground cover shall be utilized on all slopes in excess of 3:1 slope.

LANDSCAPE SCHEDULE:  
SPECIES CALIPER/HEIGHT

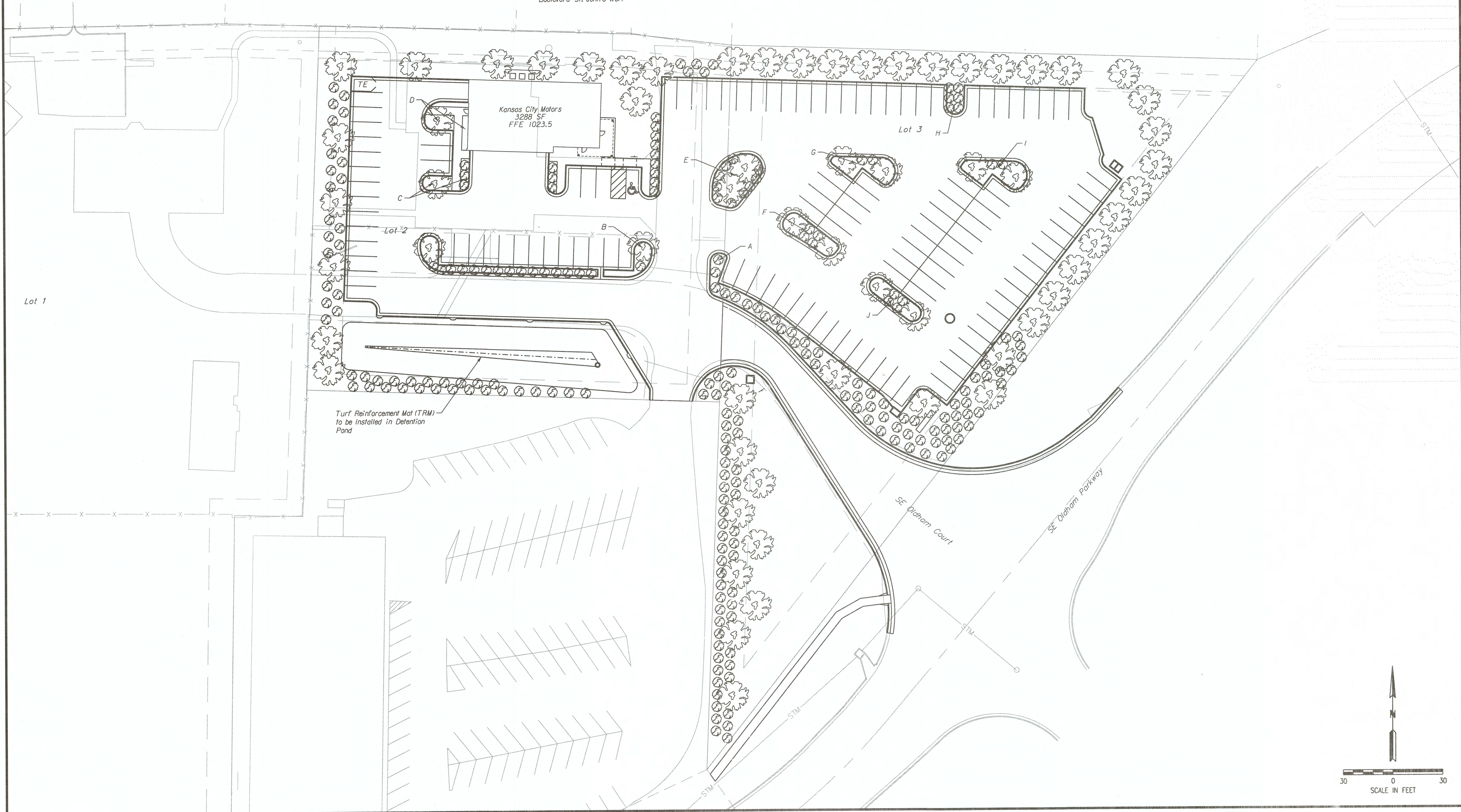
- ☉ Sterling Silver Linden, State Street  
Miyabe Maple, Emerald Sunshine Elm 3"
- ☉ Tam Juniper, Gold Lace Juniper,  
Fireball Dwarf Burning Bush, Sunny  
Boulevard St. John's Wort 24" (Minimum height)  
At planting

Worksheet for Tree and Shrub Requirements:

- A - Size of development site = 123,301 SF  
B - Length of street frontage of development site = 1,105 LF  
C - Trees required on street frontage = 1/30 LF = 37 Trees  
D - Trees provided = 37 Trees  
E - Parking lot area = 55,503 SF  
F - Green space required in parking lot (E x 5%) = 2,775 SF  
G - Green space provided = 3,714 SF  
H - Shrubs required along frontage (Parking lot screen) = 171 Shrubs  
569 LF at 12/40 LF (Berm accounts for 536 LF)  
J - Quantity of additional trees required = 24 Trees  
1 tree per 5000 SF of open area (119,101/5000)  
K - Additional Trees Provided = 24 Trees  
L - Quantity of additional shrubs required = 48 Shrubs  
2 shrubs per 5000 SF of open area (119,101/5000)  
M - Additional Shrubs Provided = 48 Shrubs

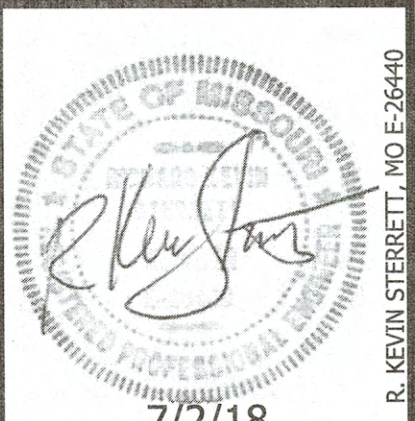
Interior Landscape

Area	SF
A	148
B	713
C	231
D	280
E	662
F	368
G	383
H	164
I	442
J	323
TOTAL	3,714



DATE	REVISION	NO.	BY	CHKAPP
7/2/18	REMOVED DIVERSION BERM/SWALE	3	BAM	RKS
7/2/18	REVISED PER APPLICANT LETTER DATED 6/28/17	2	BAM	RKS
6/16/17	REVISED PER APPLICANT LETTER DATED 6/8/17	1	BAM	RKS

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CORPORATE LICENSE NO. E2010005873

LANDSCAPE PLAN	LEE'S SUMMIT - JACKSON COUNTY - MISSOURI
X-REF NO. XXX	
DRAWING NO. XXX	
DATE July 2018	
JOB NO. 16.045.01	
10 SHEET OF 17	REV.



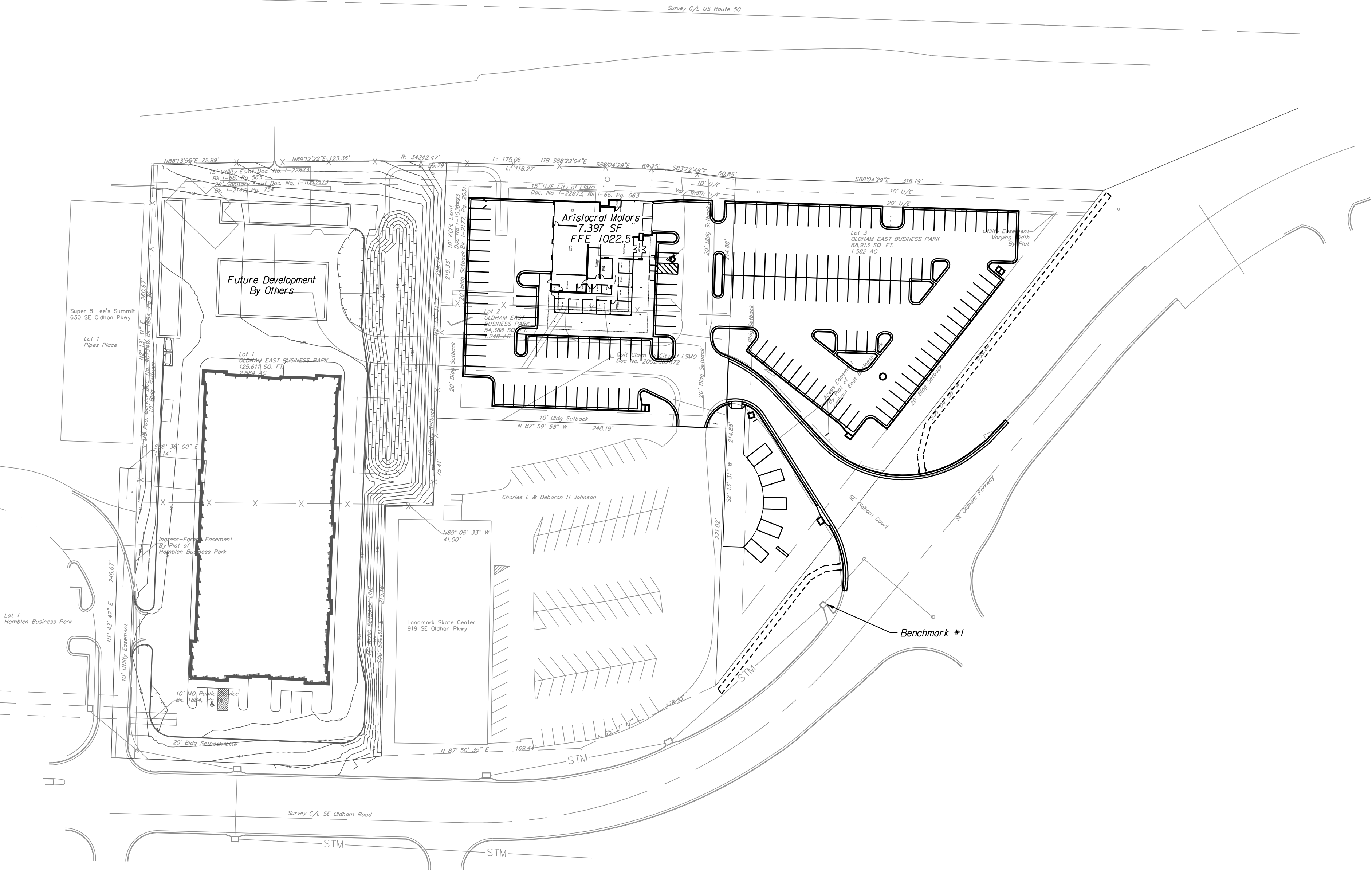
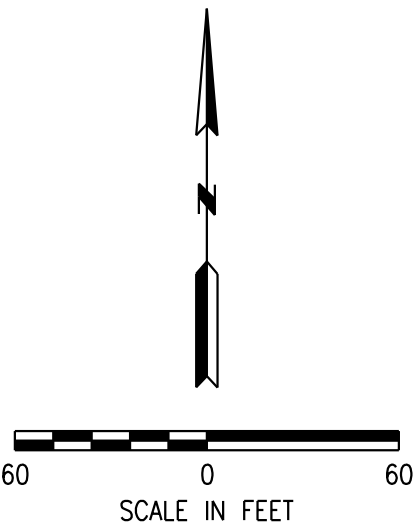
10 Year Tax Revenue Estimate														
Real Estate Property Tax Revenue														
				2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total taxes over 10 years
		Ratio	Tax Rate			5%		5%		5%		5%		
Taxes on Land Only	\$ 150,750	32%	10.38%	\$ 5,007	\$ 5,007	\$ 5,258	\$ 5,258	\$ 5,508	\$ 5,508	\$ 5,758	\$ 5,758	\$ 6,009	\$ 6,009	\$ 55,080
Taxes on Improvements	\$ 1,300,000			\$ 43,181	\$ 43,181	\$ 45,340	\$ 45,340	\$ 47,499	\$ 47,499	\$ 49,658	\$ 49,658	\$ 51,817	\$ 51,817	\$ 474,989
Estimated 10 Year Real Estate Tax Revenue														\$ 530,069
Sales Tax Revenue														
Number of vehicles sold to Lee's Summit residents	480	City Sales Tax Rate	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030		
Average Vehicle Cost	\$ 35,000	2.25%	\$ 378,000	\$378,000	\$378,000	\$378,000	\$378,000	\$378,000	\$378,000	\$378,000	\$378,000	\$378,000		
Total Sales Tax Revenue Generated														\$ 3,780,000
Business Personal Property Taxes														
				2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total taxes over 10 years
		Ratio	Tax Rate											
Furniture and Fixtures	\$ 250,000	33%	8.944%	\$ 6,654	\$ 5,229	\$ 4,108	\$ 3,196	\$ 2,283	\$ 1,370	\$ 745	\$ 745	\$ 745	\$ 745	\$ 25,820
Computer Equipment	\$ 250,000			\$ 6,334	\$ 4,434	\$ 3,104	\$ 1,862	\$ 745	\$ 745	\$ 745	\$ 745	\$ 745	\$ 745	\$ 20,206
Estimated 10 Year Personal Property Tax Revenue														\$ 46,026
Total benefit to Lee's Summit:											\$ 4,356,096			

INDEX

- 1 COVER SHEET
- 2 DEMOLITION PLAN
- 3 DIMENSION PLAN
- 4 GRADING PLAN
- 5 ADA RAMP DETAIL
- 6 STORM SEWER PLAN
- 7 DRAINAGE AREA MAP
- 8 UTILITY PLAN
- 9 EROSION CONTROL PLAN
- 10-14 DETAIL SHEETS

APPENDIX:  
ARCHITECTURAL FLOORPLANS AND ELEVATIONS  
LANDSCAPING PLANS  
LIGHTING PLANS AND SPECS  
ADS STORM TECH DETENTION PLANS

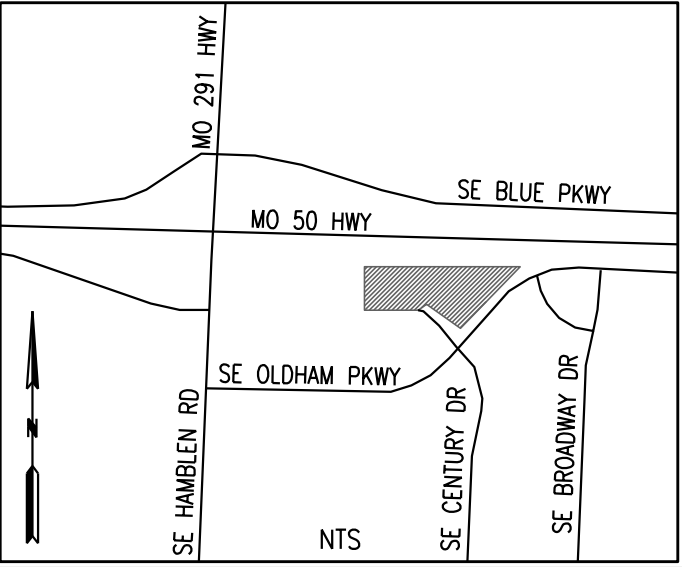
ARISTOCRAT MOTORS  
LOTS 2 AND 3  
OLDHAM EAST BUSINESS PARK  
LEE'S SUMMIT - JACKSON COUNTY MO  
PRELIMINARY DEVELOPMENT PLAN



UTILITIES

- City of Lee's Summit  
Department of Public Works  
220 SE Green  
Lee's Summit, Mo.  
816-969-1800
- KCPL  
130 SE Hamblen Road  
Lee's Summit, Mo.  
816-347-4320
- Missouri Gas Energy  
3025 SE Clover Road  
Lee's Summit, Mo.  
816-537-4681
- AT&T  
215 N. Spring  
Independence, Mo.  
816-325-5610
- Time Warner  
6550 Winchester Avenue  
Kansas City, Mo.  
913-643-1901
- Missouri One Call  
1-800-344-7483

VICINITY MAP



PREPARED FOR  
**ARISTOCRAT MOTORS**  
6102 West 65th Street  
Merriam, KS 66203  
Attn: Kevin Killilea

PROJECT BENCHMARK

#1 SE Corner of Existing Field Inlet  
N: 995728.08  
E: 2828733.64  
Elev: 1013.12

DATE	REVISION	NO.	BY	CHK/APP
7/16/19		2	RAM	RKS
6/14/19		1	RAM	RKS
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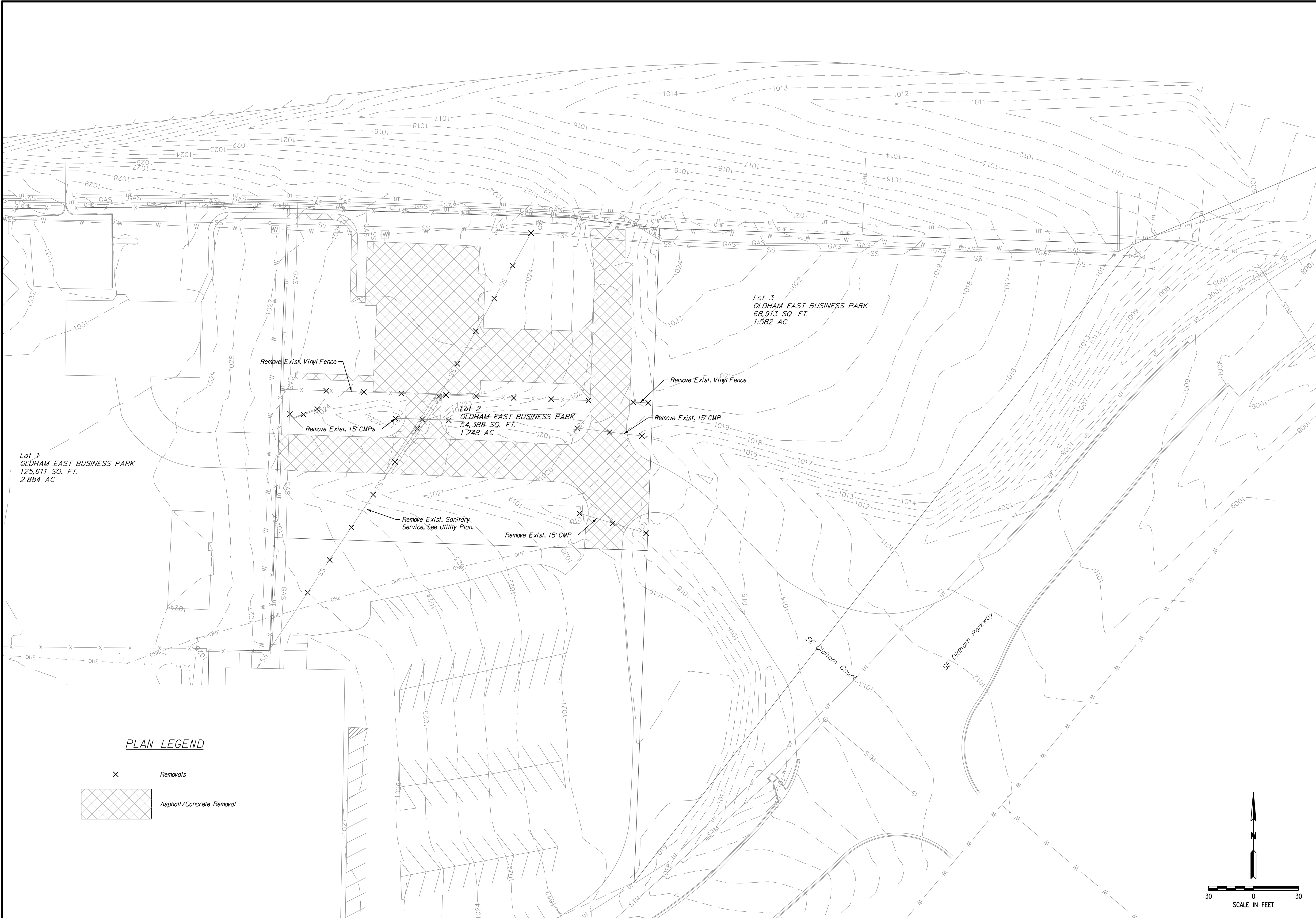


**consult inc** engineers planners  
11010 Haskell St, Ste 210 Kansas City, KS 66109 816-759-2285 CORPORATE LICENSE NO. E2010005873

COVER SHEET		ARISTOCRAT MOTORS	
		LEE'S SUMMIT - JACKSON COUNTY - MISSOURI	
X-REF NO.		XXX	
DRAWING NO.		XXX	
DATE		July 2019	
JOB NO.		19.006.01	
1	SHEET OF	14	REV.



7/9/2019  
FDP-DemoPlan.dgn



DEMOLITION PLAN	
ARISTOCRAT MOTORS	
LEE'S SUMMIT - JACKSON COUNTY - MISSOURI	
X-REF NO. XXX	
DRAWING NO. XXX	
DATE July 2019	
JOB NO. 19.006.01	
2	SHEET OF 14

DATE	REVISION	NO.	BY	CHK/APP
7/16/19	Addressed City Comment Letter dated 6/28/19	2	RAM	RKS
6/14/19	PDP Submittal	1	RAM	RKS

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engineers  
planners

*Kevin Sterrett*  
7/16/19  
R. KEVIN STERRETT, NO E-26440



GENERAL NOTES:

- The recorded plat, Oldham East Business Park was used in preparation of this Final Development Plan.
- Cross Access easements for common driveways and adjoining parking lots will be provided on the Final Plat.
- There is no visible evidence of abandoned oil or gas wells located within the plot boundary, as identified in "Environmental Impact Study of Abandoned Oil and Gas Wells in Lee's Summit, Missouri", Edward Alton May, Jr., P.E., 1995.
- Mechanical units shall be totally screened from view in accordance with Article 8 of the UDO.
- All materials, colors, and architecture of buildings to meet the requirements of Article 8 of the current UDO.
- Contractor to locate and relocate any existing utilities that may conflict with construction as necessary.
- The development shall meet the requirements of the Unified Development Ordinance, Design and Construction Manual, Access Management Code and other ordinance for development including, but not limited to, parking setbacks and spaces, ADA requirements, site lighting, landscaping and screening, utilities, and zoning requirements.
- Every ADA accessible parking space shall be identified by a sign, mounted on a pole or other structure, located between 36 inches and 60 inches above the ground, measured from the bottom of the sign, and the head of the parking space.
- All identifying signs shall be 12 inches wide by 18 inches in height and meet the requirement set forth in the Manual on Uniform Traffic Control Devices, as referenced in the Lee's Summit General Code of Ordinances.
- All Landscaping to meet Article 8 of the UDO.
- There shall be two way traffic movement.
- See architectural submittal for all building dimensions, monument signs and lighting details.
- Parking lot screening to meet UDO.
- See Lighting Plans and Specs for all information related to parking lot lighting.
- All curb to be CG-1 curb, unless otherwise noted.
- Easements are provided for ingress/egress as shown and per the recorded plat.
- Parking Spaces shall be 9' x 19' (perimeter w/ curb), 9' x 19' (interior center), and 9' x 20' (interior w/ no curb).
- Watershed: East Fork-Little Blue River (to Prairie Lee Lake)
- A minor plat will be prepared to combine the two lots into 1 lot. A private easement for the sanitary sewer service for the Landmark Skate Center building will be dedicated on the plat.
- All dimensions are to back of curb unless otherwise noted.
- All curb radii within parking lot are 5' unless otherwise noted.

STREETS:

- Improvements to the main entrance off of SE Oldham Parkway shall consist of curb & gutter addition only. In regards to sidewalk along frontage, payment shall be made to the City of Lee's Summit for construction cost in lieu of actual construction of sidewalk.

BUILDING LINES:

- Minimum required building line is 20 feet from all property lines.

PARKING SETBACK LINES:

- Minimum required parking setback line is 20 feet on 50 Hwy & SE Oldham Pkwy frontages, 6 feet is required from all other property lines.

SIDEWALKS:

- Interior sidewalks are 5' as shown. Sidewalks to be 5' PCC on 4' of compacted gravel.

PROJECT DATA:

The site is Zoned CS  
Project Area - 2.83 acres  
Number of Lots - 2

PHASING:

- The project infrastructure as shown shall be completed in 1 phase.

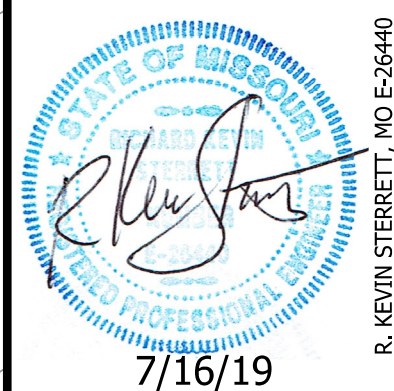
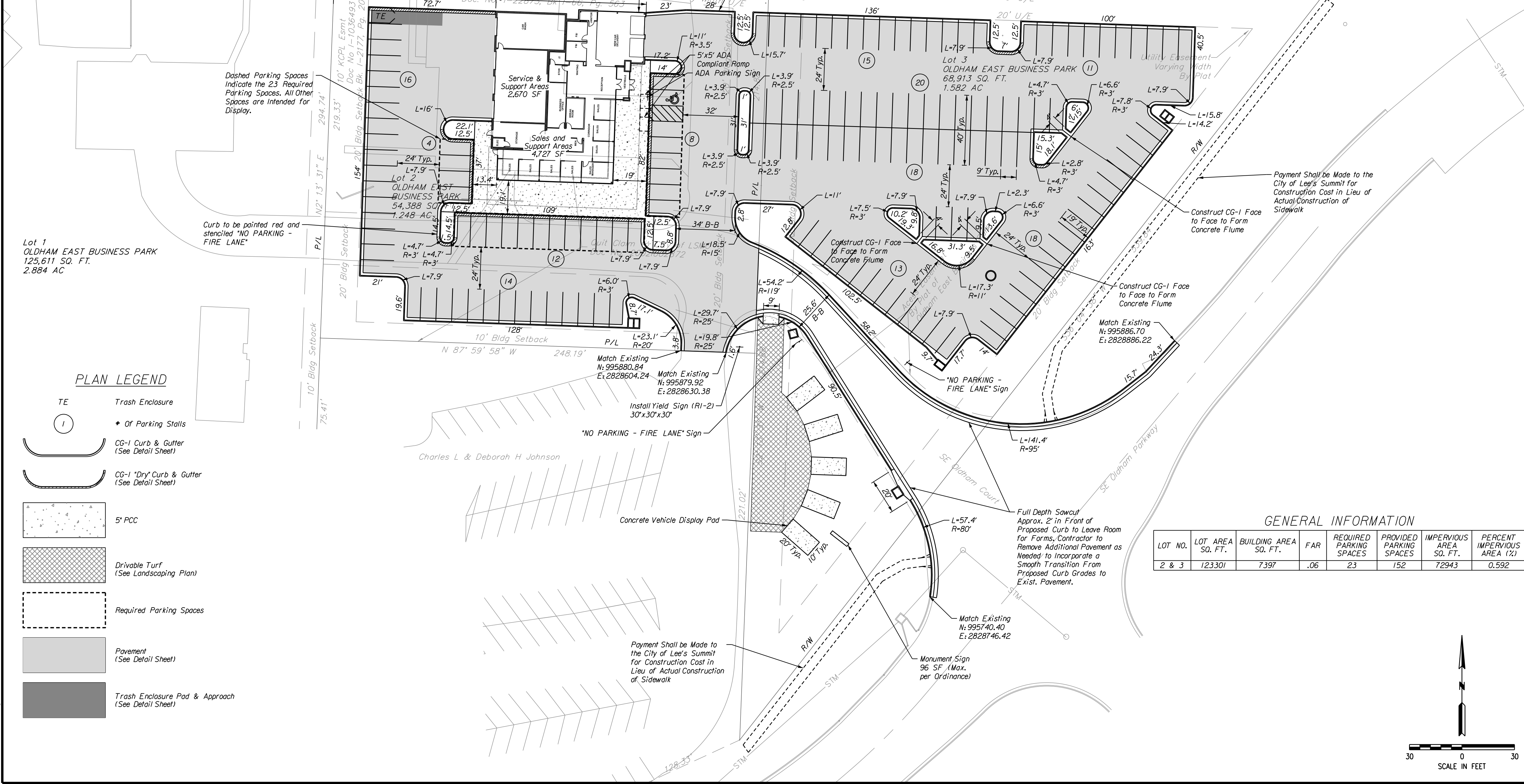
PARKING:

- Parking Spaces Required/Provided - 23/23 (149 Total)  
Garage - 3/bay x 4 bays = 12  
Sales Area - 2/1000sf - 4.7 x 2 = 9.4 (10)  
Outside Display Area - 1/2500sf, 5 display pads at 200sf each - 1000sf = 0.4 (1)  
ADA Spaces Required/Provided - 1/1

SITE ADDRESS:

704 SE Oldham Court, Lee's Summit, MO 64081

City Esmt Doc. No. 1-22813  
-66, Pg 563  
Sanitary Esmt Doc. No. 1-1035573  
-2147, Pg. 754



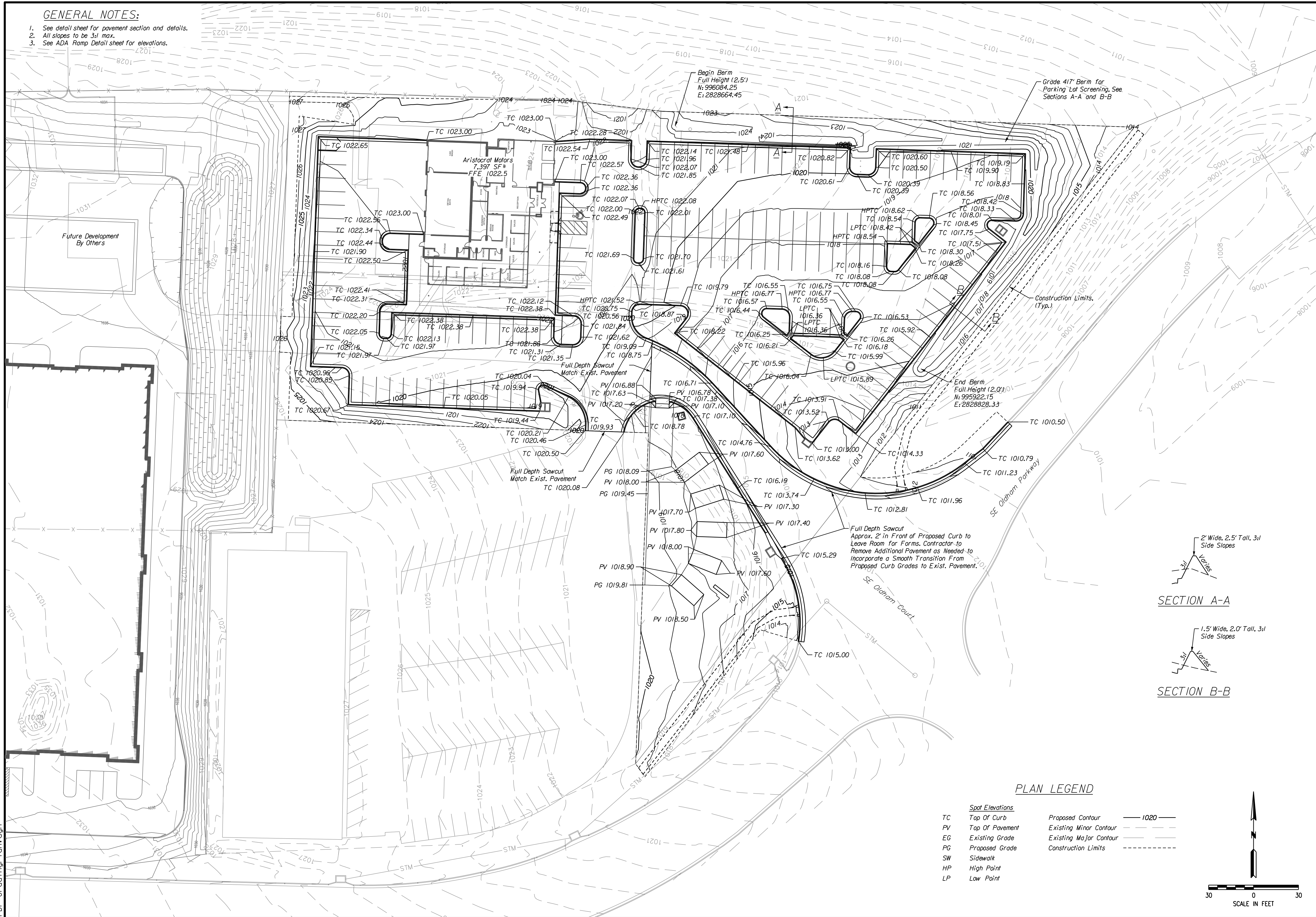
DIMENSION PLAN		ARISTOCRAT MOTORS		LEE'S SUMMIT - JACKSON COUNTY - MISSOURI	
X-REF NO.		XXX		X-REF NO.	
DRAWING NO.		XXX		DRAWING NO.	
DATE		July 2019		DATE	
JOB NO.		19.006.01		JOB NO.	
3		SHEET OF 14		3	



7/9/2019  
FDP-GradingPlan.dgn

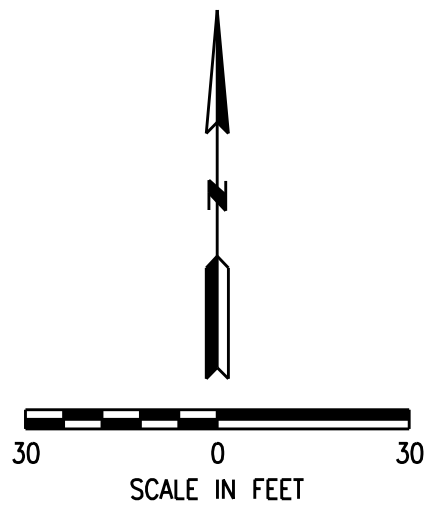
### GENERAL NOTES:

1. See detail sheet for pavement section and details.
2. All slopes to be 3:1 max.
3. See ADA Ramp Detail sheet for elevations.



### PLAN LEGEND

TC	Spot Elevations	Proposed Contour	1020
PV	Top Of Pavement	Existing Minor Contour	
EG	Existing Grade	Existing Major Contour	
PG	Proposed Grade	Construction Limits	
SW	Sidewalk		
HP	High Point		
LP	Low Point		



### GRADING PLAN

### ARISTOCRAT MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI



7/16/19

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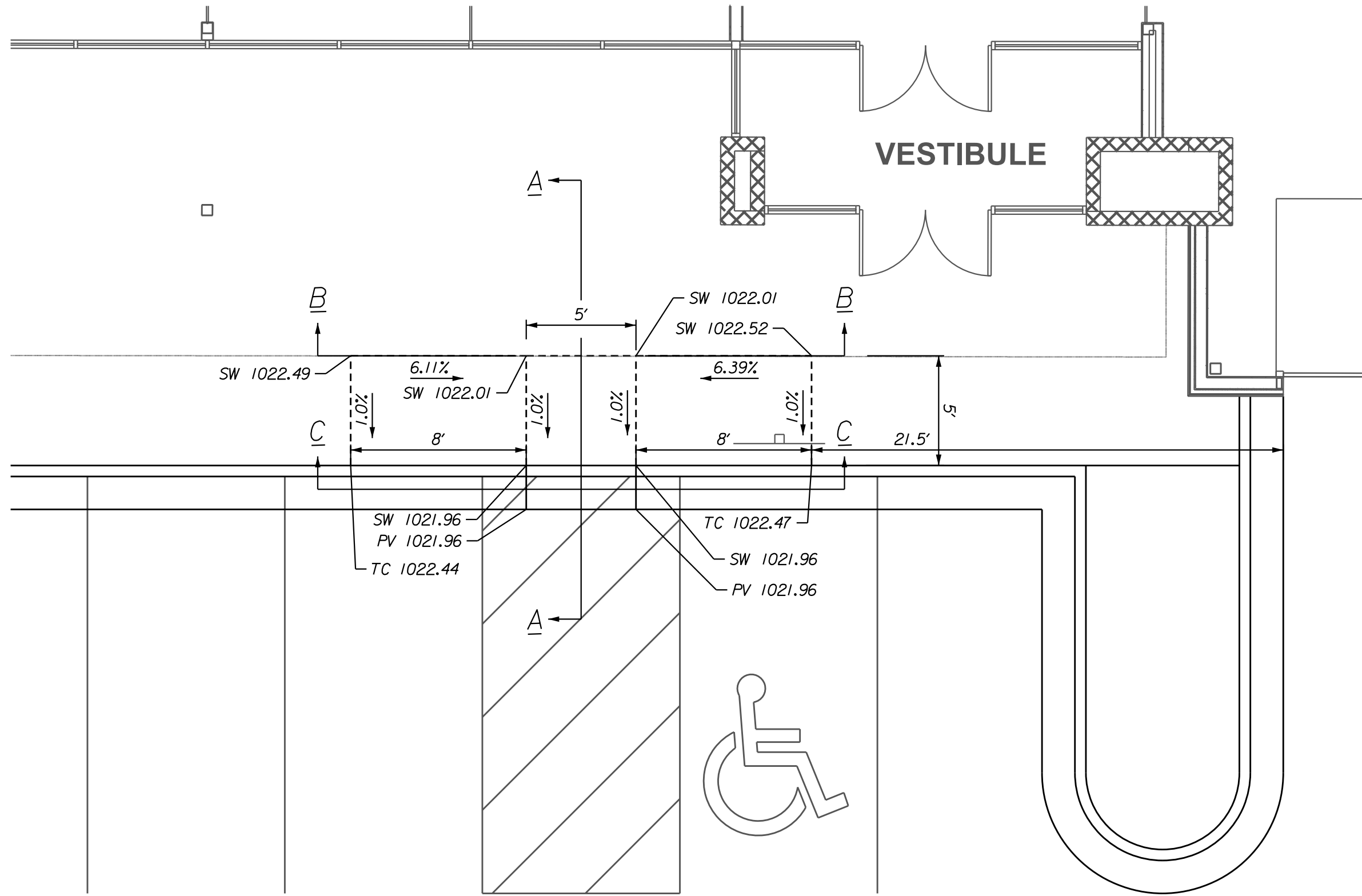


DATE	REVISION	NO.	BY	CHK/APP
7/16/19		2	RAM	RKS
6/14/19		1	RAM	RKS

Addressed City Comment Letter dated 6/28/19  
PDP Submittal  
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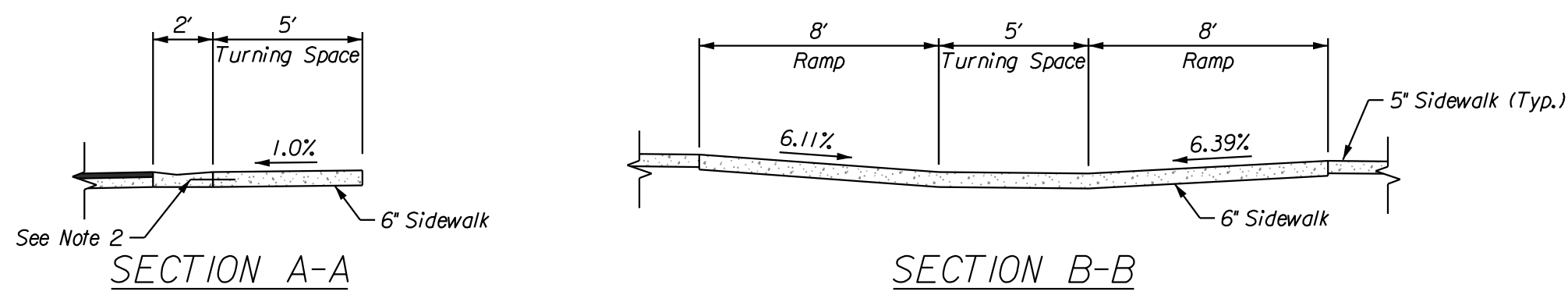
REV.



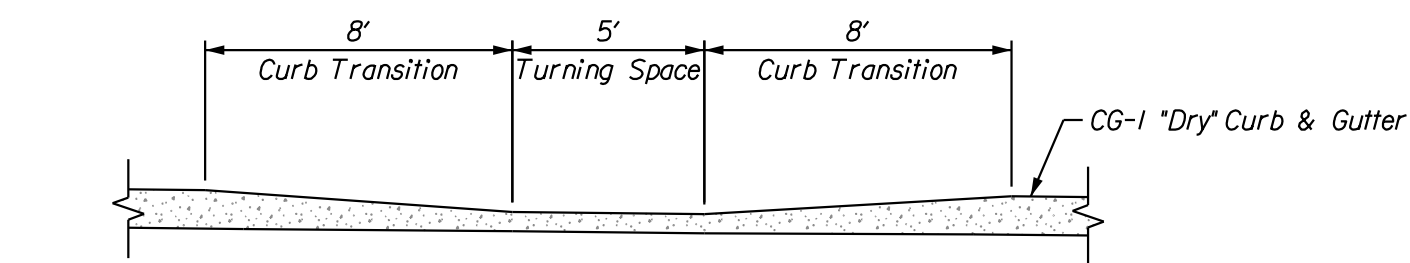


SIDEWALK/SHARED-USE PATH & SIDEWALK/SHARED-USE RAMP NOTES:

1. CURB RAMP OPENING, NOT INCLUDING FLARES, SHALL MATCH EXISTING SIDEWALK WIDTH AND OPENING SHALL BE AT LEAST 48" WIDE.
2. USE 18" LONG #4 EPOXY COATED TIE BARS @ 24" O.C. EMBED TIE BARS 9" IN EACH DIRECTION.
3. ALL RAMPS, SIDEWALKS, SHARED-USE PATHS SUBGRADE MUST BE OF STABLE, COMPACTED EARTH AND SHALL BE OVERLAYED WITH 4" COMPACTED DENSE GRADED AGGREGATE BASE.
4. LONGITUDINAL JOINT SPACING TO MATCH WIDTH OF SIDEWALK.
5. ISOLATION JOINTS SHALL BE PLACED WHERE WALK ABUTS DRIVEWAYS AND SIMILAR STRUCTURES, AND 150' CENTERS MAX.
6. ADA MAXIMUM RAMP SLOPE = 8.33%  
ADA MAXIMUM CROSS SLOPE = 2.0%  
\*ROADWAY EXCEPTION: WHERE EXISTING ROAD PROFILE GRADE DOES NOT ALLOW RAMP TO MEET RAMP SLOPE REQUIREMENT OF 8.33% OR LESS, THE RAMP SHALL BE EXTENDED TO A LENGTH OF 15 FEET TO MATCH EXISTING SIDEWALK. CROSS SLOPE OF RAMP SHALL BE 1.5%,  $\pm 0.5\%$ .
7. TURNING SPACES SHALL BE 1.5%,  $\pm 0.5\%$ , SLOPE IN ANY DIRECTION. TURNING SPACES SHALL HAVE A MINIMUM 4'x4' TURNING AREA. TURNING SPACES, WITH A SIDEWALK CURB, SHALL HAVE A 5' TURNING AREA PERPENDICULAR TO THE SIDEWALK CURB.
8. FOR RETROFIT WORK, SLOPES TO BE DETERMINED IN FIELD BY CONTRACTOR AND APPROVED BY CITY INSPECTOR
9. RAMP EXTENSION AREA SHALL NOT BE USED AS TRANSITION TO EXISTING SIDEWALK. ANY TRANSITIONS REQUIRED TO MATCH RAMPS TO EXISTING SIDEWALK SHALL REQUIRE REMOVAL AND REPLACEMENT OF ADDITIONAL SIDEWALK BEYOND THE RAMP AREA. SIDEWALK TRANSITION LENGTH SHALL BE EQUAL TO OR GREATER THAN THE WIDTH OF THE EXISTING SIDEWALK. RAMP EXTENSIONS SHALL BE A CONTINUOUS SLOPE.
10. ALL SIDEWALK AND RAMP CONSTRUCTION SHALL MEET CURRENT PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES (PROWAG).

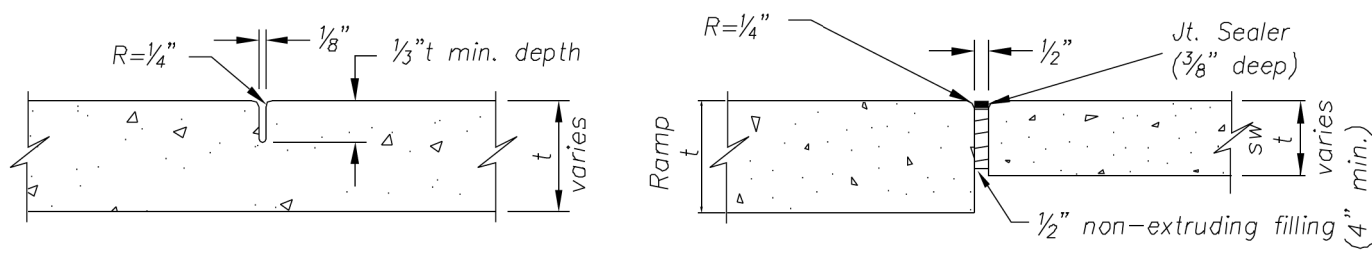


SECTION C-C



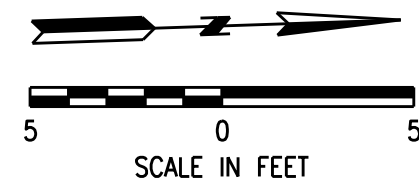
### JOINT DETAILS

Not to Scale



PLAN LEGEND


	<u>Spot Elevations</u>
TC	Top Of Curb
PV	Top Of Pavement
EG	Existing Grade
PG	Proposed Grade
SW	Sidewalk
HP	High Point
LP	Low Point



DATE	REVISION	NO.	BY	CK/APP
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6/14/19	PDF Submittal	1	RAM	RKS

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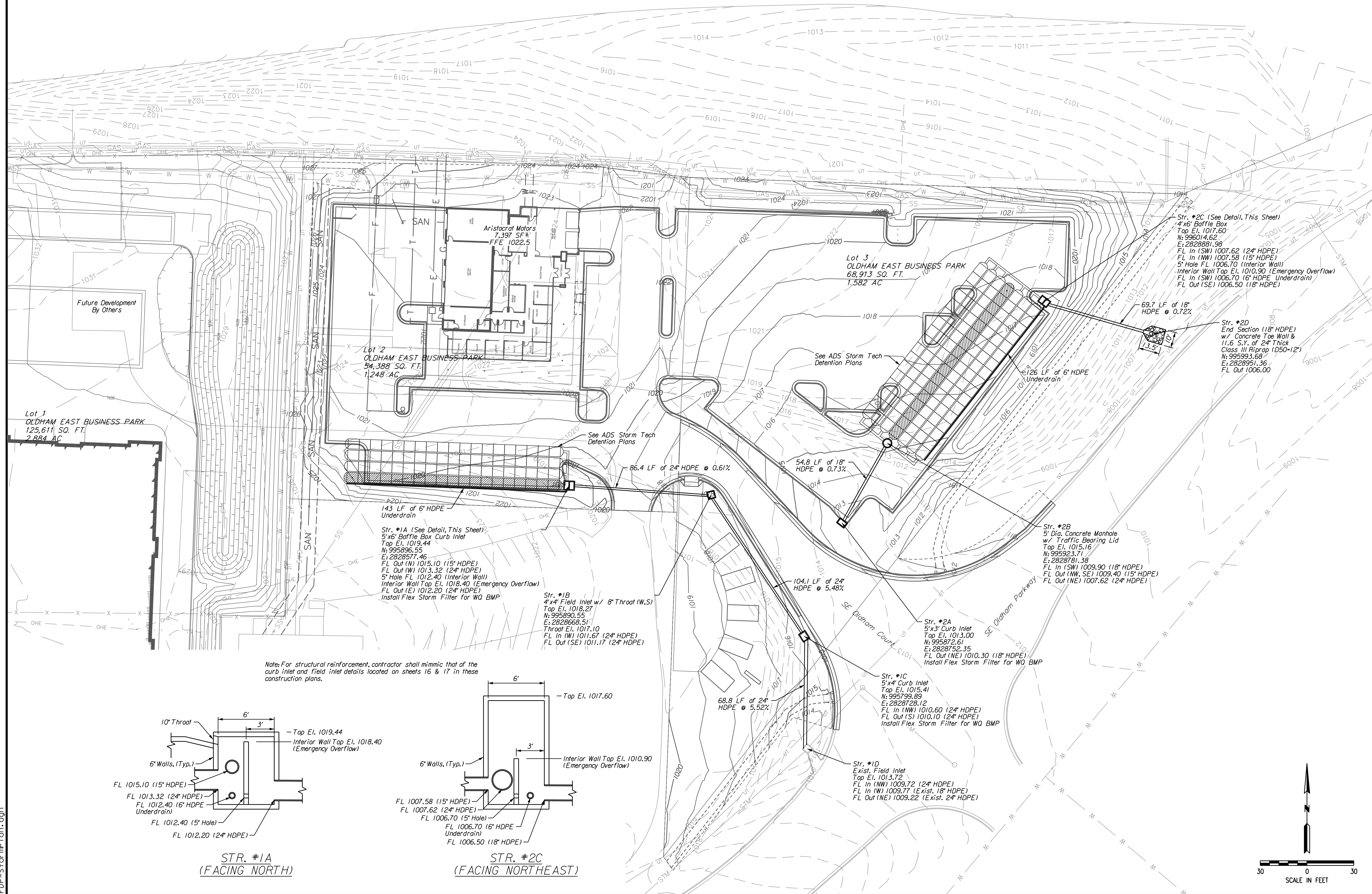
CORPORATE LICENSE NO. E2010003873  
KS 66109 816-759-2285  
1010 Haskell St., Ste 210 Kansas City, MO 64101

ADA RAMP DETAIL
<b>ARISTOCRAT MOTORS</b> LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

X-REF NO.	
XXX	
DRAWING NO.	
XXX	
DATE	
July 2019	
JOB NO.	
19.006.01	
5	SHEET OF 14



1. All storm sewer pipe to be HDPE w/ smooth interior.



DATE	REVISION	NO.	BY	CK/APP
7/16/19	Addressed City Comment Letter dated 6/28/19	2	RAM	RNS
6/14/19	POP Submittal	1	RAM	RNS

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7/16/19

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11010 Haskell St., Ste. 210 Kansas City, KS 66109 816-759-2285  
CORPORATE LICENSE NO. E2010003573

R. KEVIN STERRETT, MO E-26440

11010 Haskell St. Ste 210 Kansas City, KS 66109 816-759-2285 CORPORATE LICENSE No. E2010005873

# STORM SEWER PLAN

ARISTOCRAT MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

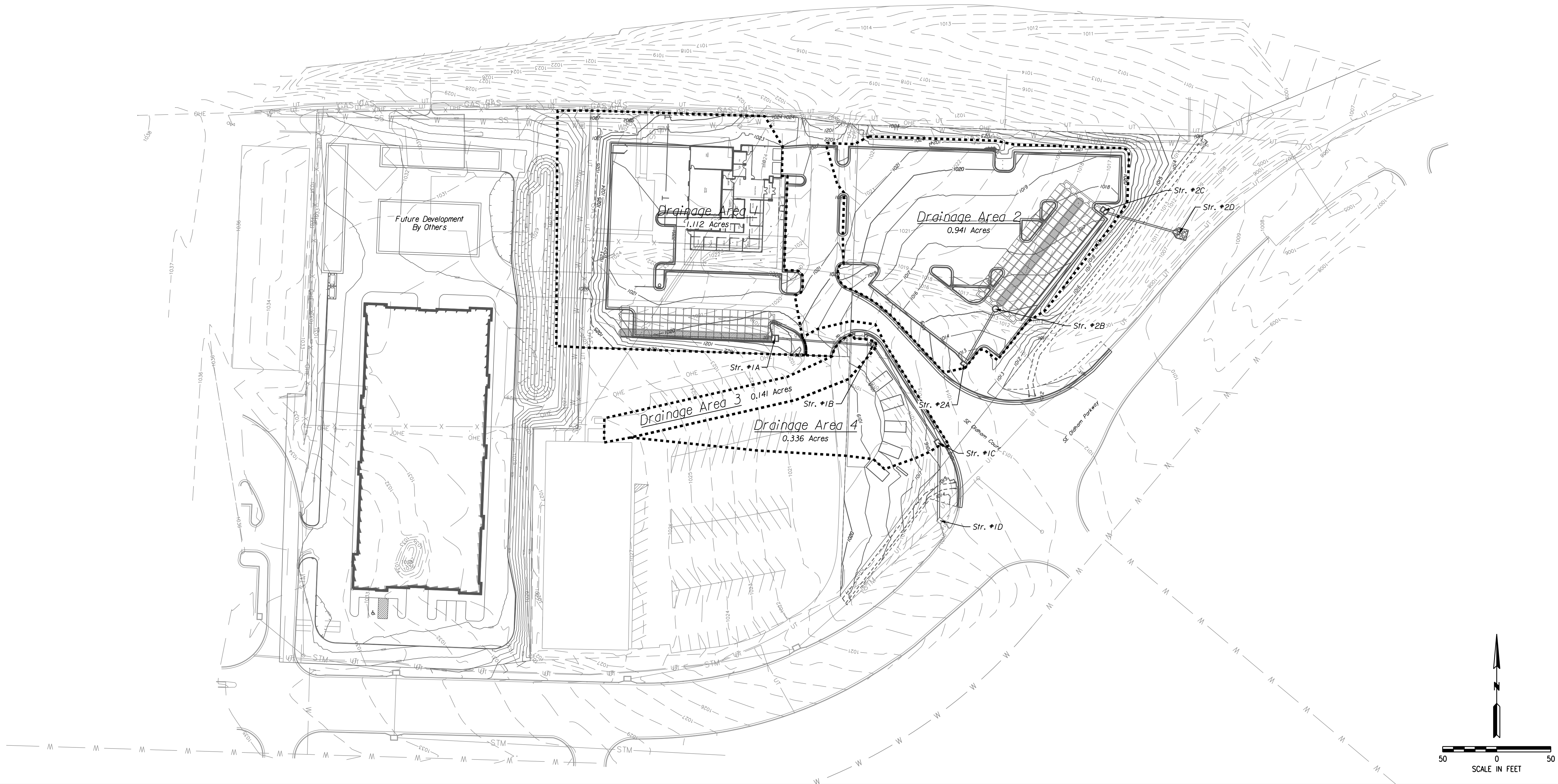
<i>X-REF NO.</i>	<b>XXX</b>
<i>DRAWING NO.</i>	<b>XXX</b>
<i>DATE</i>	<b>July 2019</b>
<i>JOB NO.</i>	<b>19.006.01</b>

6 SHEET 14  
OF

REV.

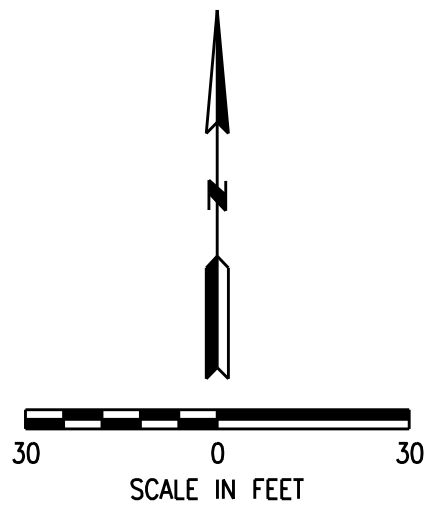


After analyzing the upstream drainage area (Area 1, 1.112 acres, Area 2, 0.941 acres), with an AASHTO soil rating (C rating) and the slope of the finish grade (3.7%), it is determined that the outlet structures detailed in the plan sheets, the post developed rate of discharge for both areas (4.29 cfs) is less than the pre-developed drainage flow (14.99 cfs). The detention ponds would be capable of detaining 0.466 acre-feet with a bottom elevation of 1014.4 in Area 1 detention and a bottom elevation of 1006.7 in Area 2 detention. The detention areas would have a maximum 100 year storm event elevation of 1018.9 in Area 1 detention and 1011.4 in Area 2 detention. This elevation would occur at maximum volume. For more information, see Storm Water Drainage Analysis that was submitted along with these construction plans.

[illegible]



1. All utility installation to be in accordance to Lee's Summit "DESIGN AND CONSTRUCTION MANUAL" per Ordinance 5813. See manual for specifications and standard details.
2. Reuse existing sanitary as shown. Abandon existing gas and water services as shown and replace w/ new services connections.
3. Water service line to be 1" K Copper.
4. Sanitary sewer service to be 4" Schedule 40 or SDR-26 PVC at 2% minimum slope.
5. Trench checks are to be provided on all service laterals "Y" within 5 feet of the sanitary sewer line.
6. Contractor to contact the Water Utilities Department, Operations Division, at (816) 969-7606 to schedule water main taps and cut-ins, 48 hours in advance.
7. Gas service line to be sized per MEP plans.
8. Contractor to coordinate electrical service with KCP&L.



DATE	REVISION	NO.	BY	CK/APP
7/16/19	Addressed City Comment Letter dated 6/28/19	2	RAM	RKS
6/14/19	PPP Submittal	1	RAM	RKS

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planners**

R. KEVIN STERRETT, MO E-26440

11010 Haskell St. Ste 210 Kansas City, KS 66109 816-759-2285 CORPORATE LICENSE No. E2010005873

## UTILITY PLAN

## ARISTOCRAT MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

X-REF NO.

**DRAWING N**

DATE \_\_\_\_\_

**JOB NO.**  
123456

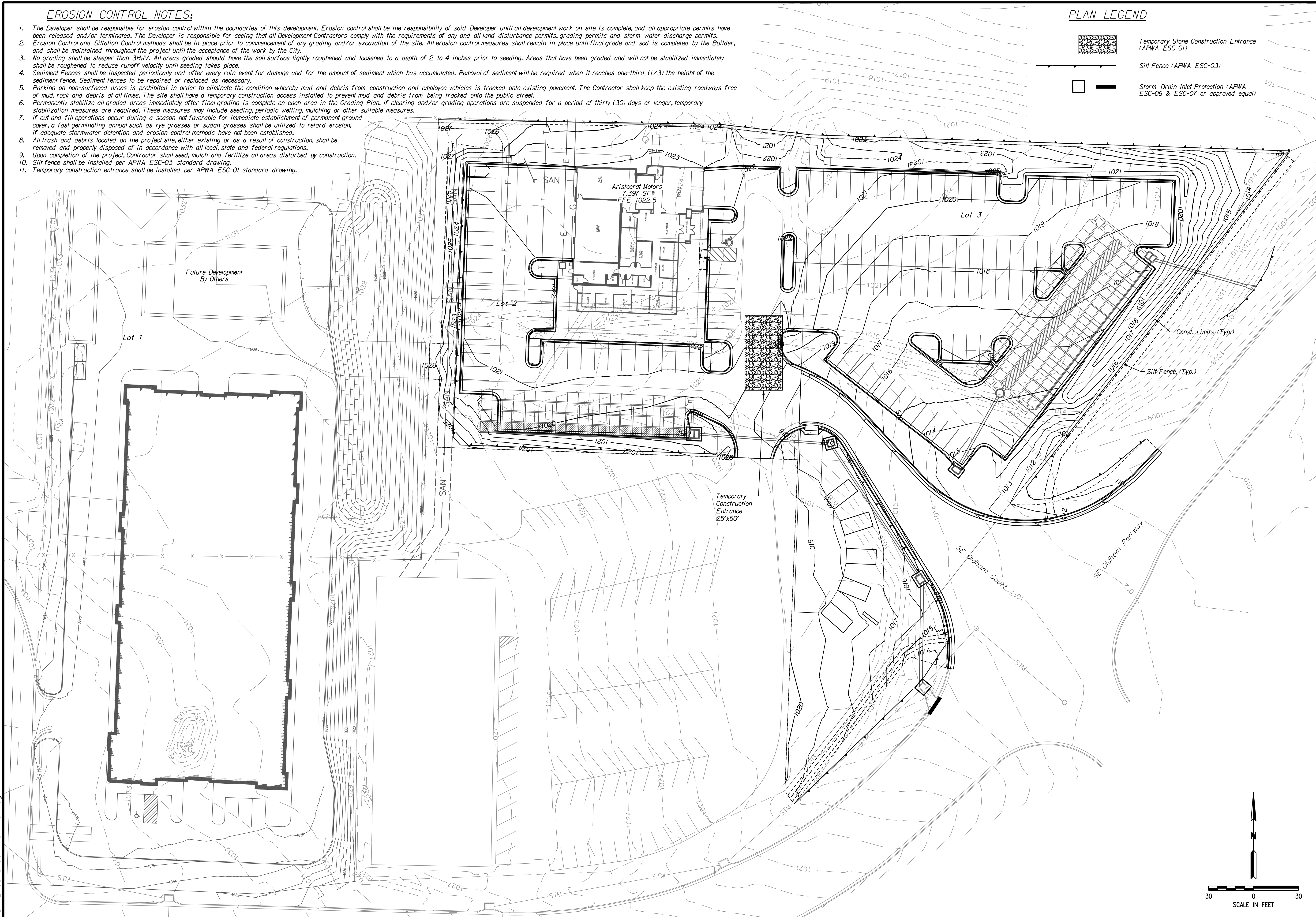
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SHEET OF 14

REV.




1. The Developer shall be responsible for erosion control within the boundaries of this development. Erosion control shall be the responsibility of said Developer until all development work on site is complete, and all appropriate permits have been released and/or terminated. The Developer is responsible for seeing that all Development Contractor's comply with the requirements of any and all land disturbance permits, grading permits and storm water discharge permits.
2. Erosion Control and Siltation Control methods shall be in place prior to commencement of any grading and/or excavation of the site. All erosion control measures shall remain in place until final grade and sod is completed by the Builder, and shall be maintained throughout the project until the acceptance of the work by the City.
3. No grading shall be steeper than 3H:1V. All areas graded should have the soil surface lightly roughened and loosened to a depth of 2 to 4 inches prior to seeding. Areas that have been graded and will not be stabilized immediately shall be roughened to reduce runoff velocity until seeding takes place.
4. Sediment Fences shall be inspected periodically and after every rain event for damage and for the amount of sediment which has accumulated. Removal of sediment will be required when it reaches one-third (1/3) the height of the sediment fence. Sediment fences to be repaired or replaced as necessary.
5. Parking on non-surfaced areas is prohibited in order to eliminate the condition whereby mud and debris from construction and employee vehicles is tracked onto existing pavement. The Contractor shall keep the existing roadways free of mud, rock and debris at all times. The site shall have a temporary construction access installed to prevent mud and debris from being tracked onto the public street.
6. Permanently stabilize all graded areas immediately after final grading is complete on each area in the Grading Plan. If clearing and/or grading operations are suspended for a period of thirty (30) days or longer, temporary stabilization measures are required. These measures may include seeding, periodic weeding, mulching or other suitable measures.
7. If cut and fill operations occur during a season not favorable for immediate establishment of permanent ground cover, a fast germinating annual such as rye grasses or sudan grasses shall be utilized to retard erosion, if adequate stormwater detention and erosion control methods have not been established.
8. All trash and debris located on the project site, either existing or as a result of construction, shall be removed and properly disposed of in accordance with all local, state and Federal regulations.
9. Upon completion of the project, Contractor shall seed, mulch and fertilize all areas disturbed by construction.
10. Silt fence shall be installed per APWA ESC-03 standard drawing.
11. Temporary construction entrance shall be installed per APWA ESC-01 standard drawing.



DATE	REVISION	NO.	BY	CA/APP
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7/16/19



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planners**

CORPORATE LICENSE NO. E2010003873  
11010 Haskell St., Ste. 210 Kansas City, KS 66109 816-759-2285

# EROSION CONTROL PLAN

# ARISTOCRAT MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

X-REF NO.

DRAWING NO.

DATE \_\_\_\_\_

JOB NO.

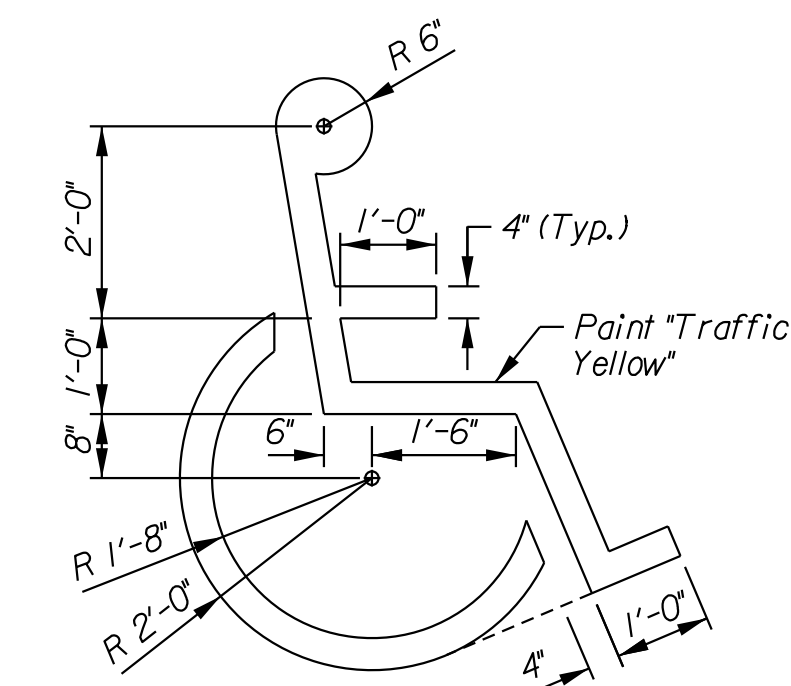
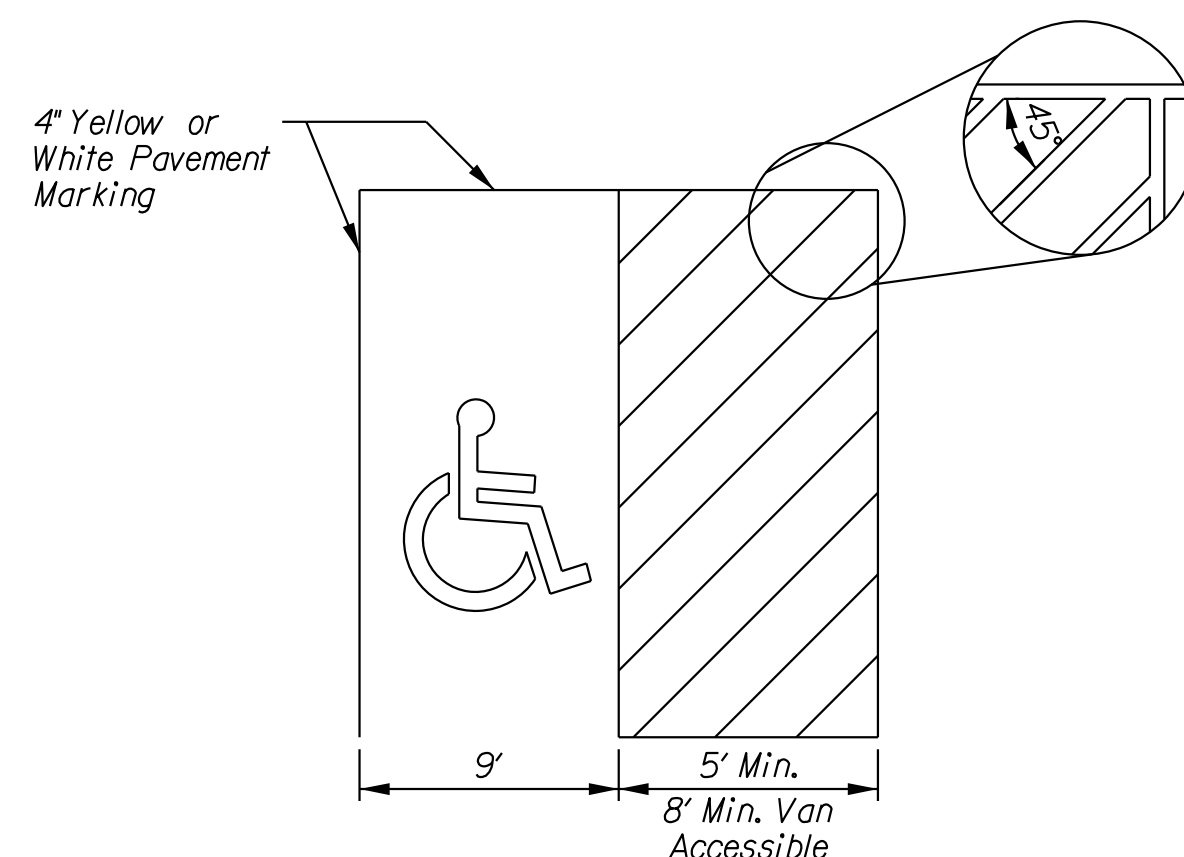
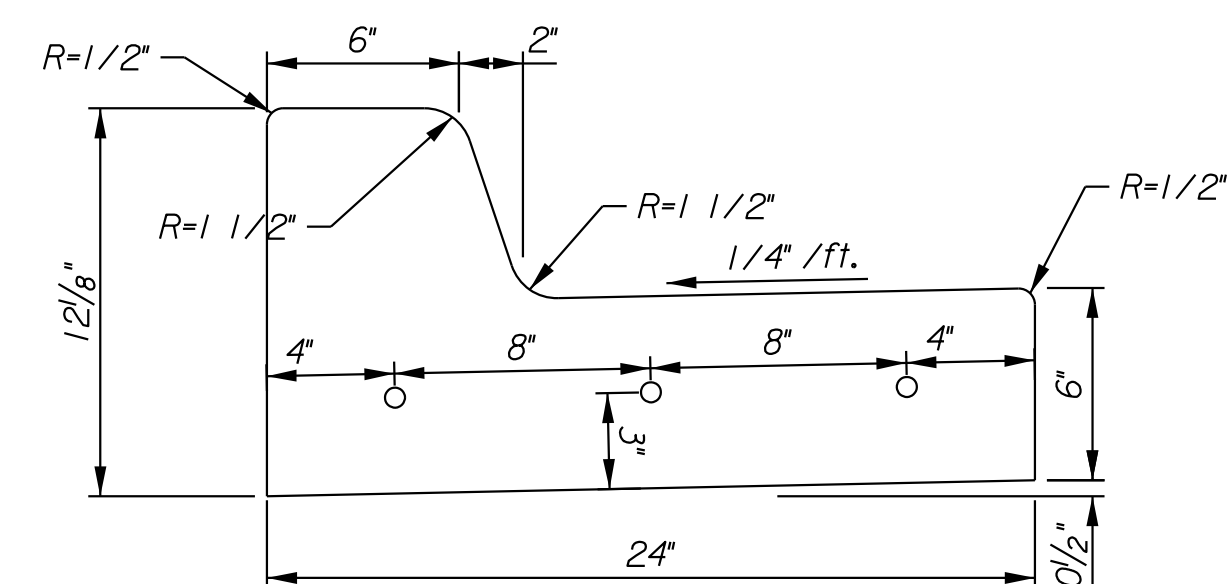
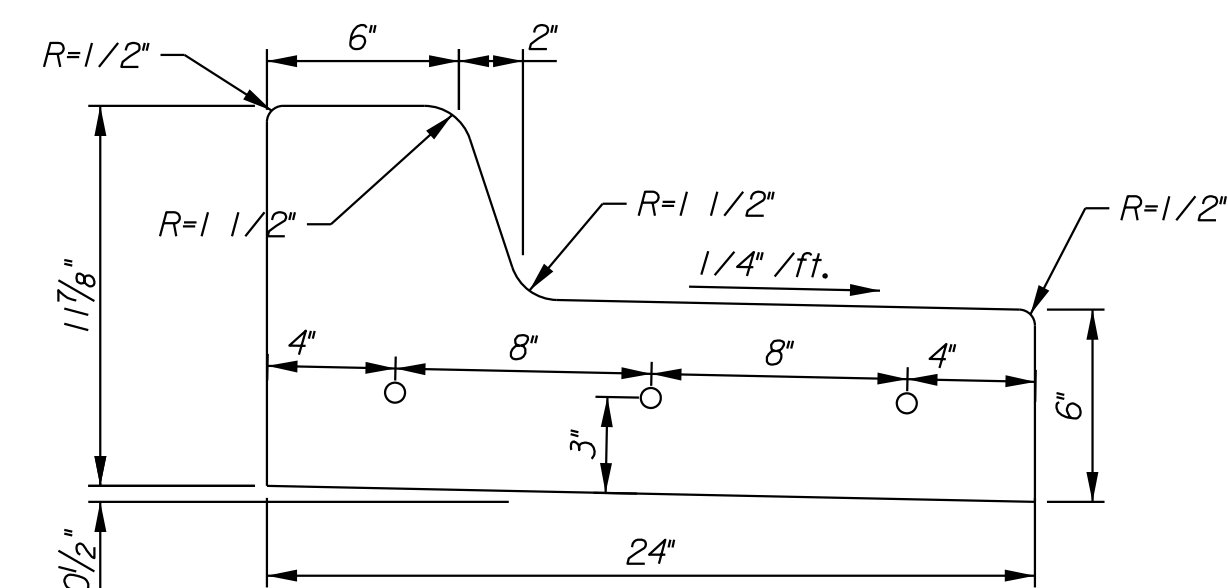
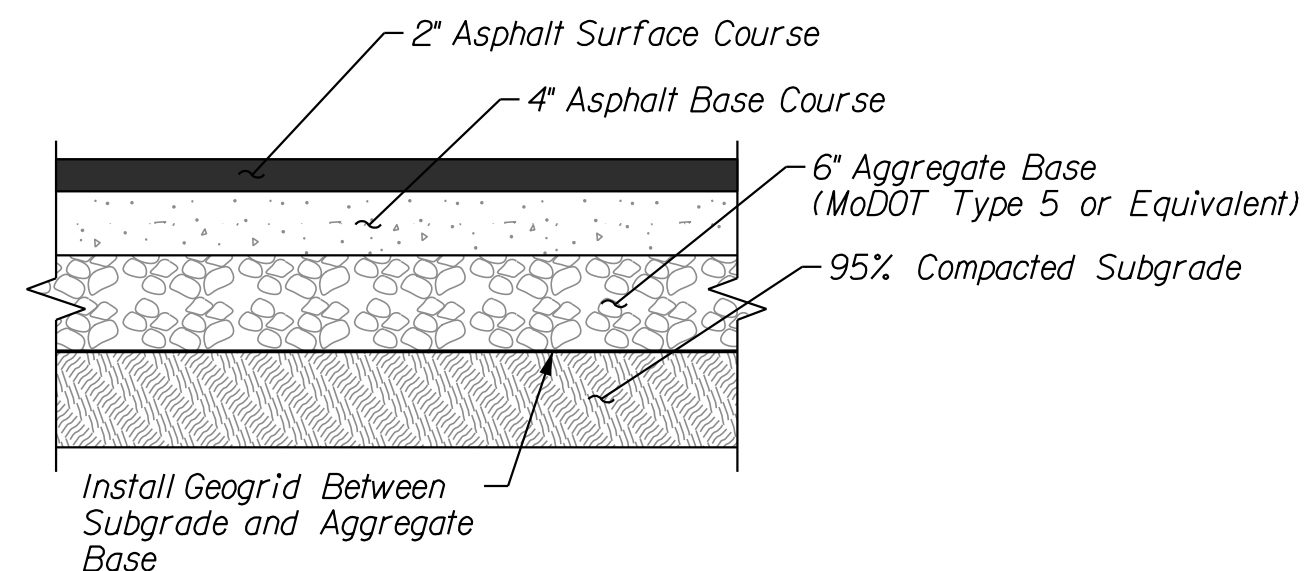
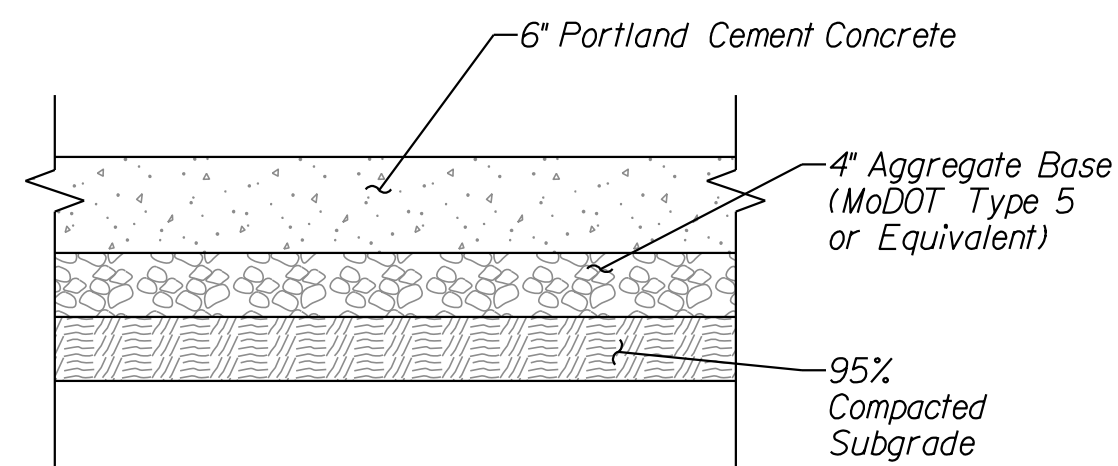
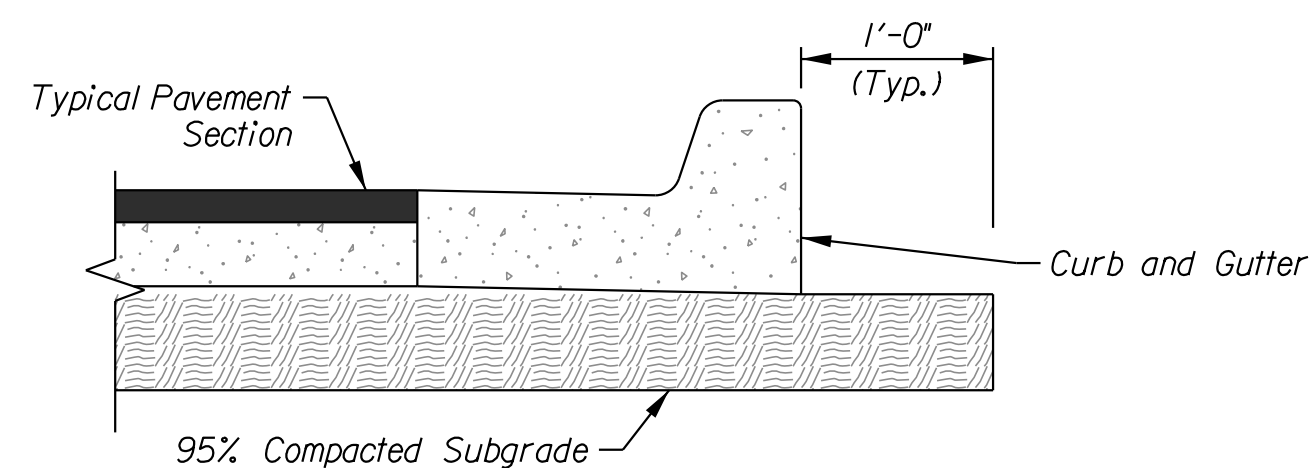
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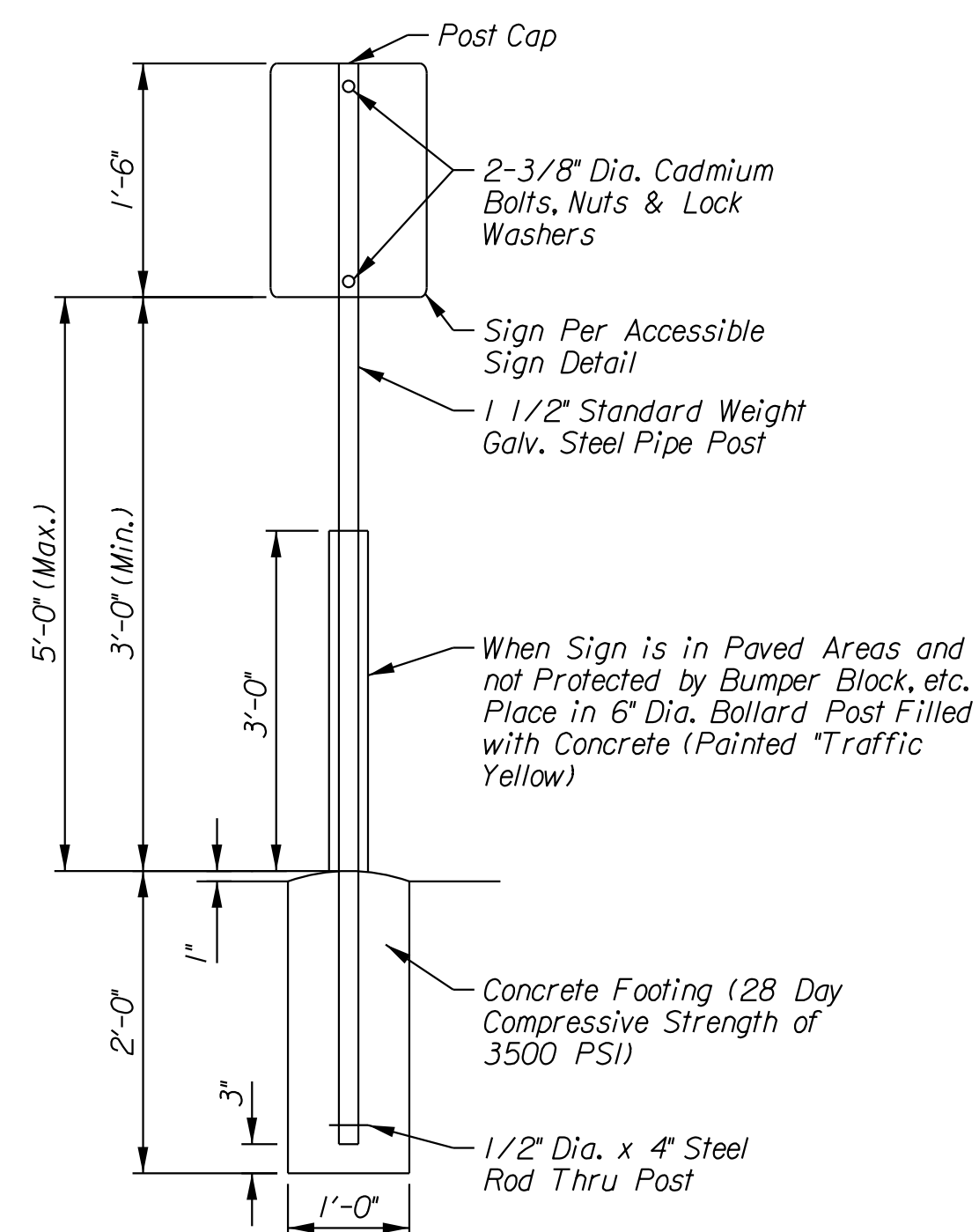
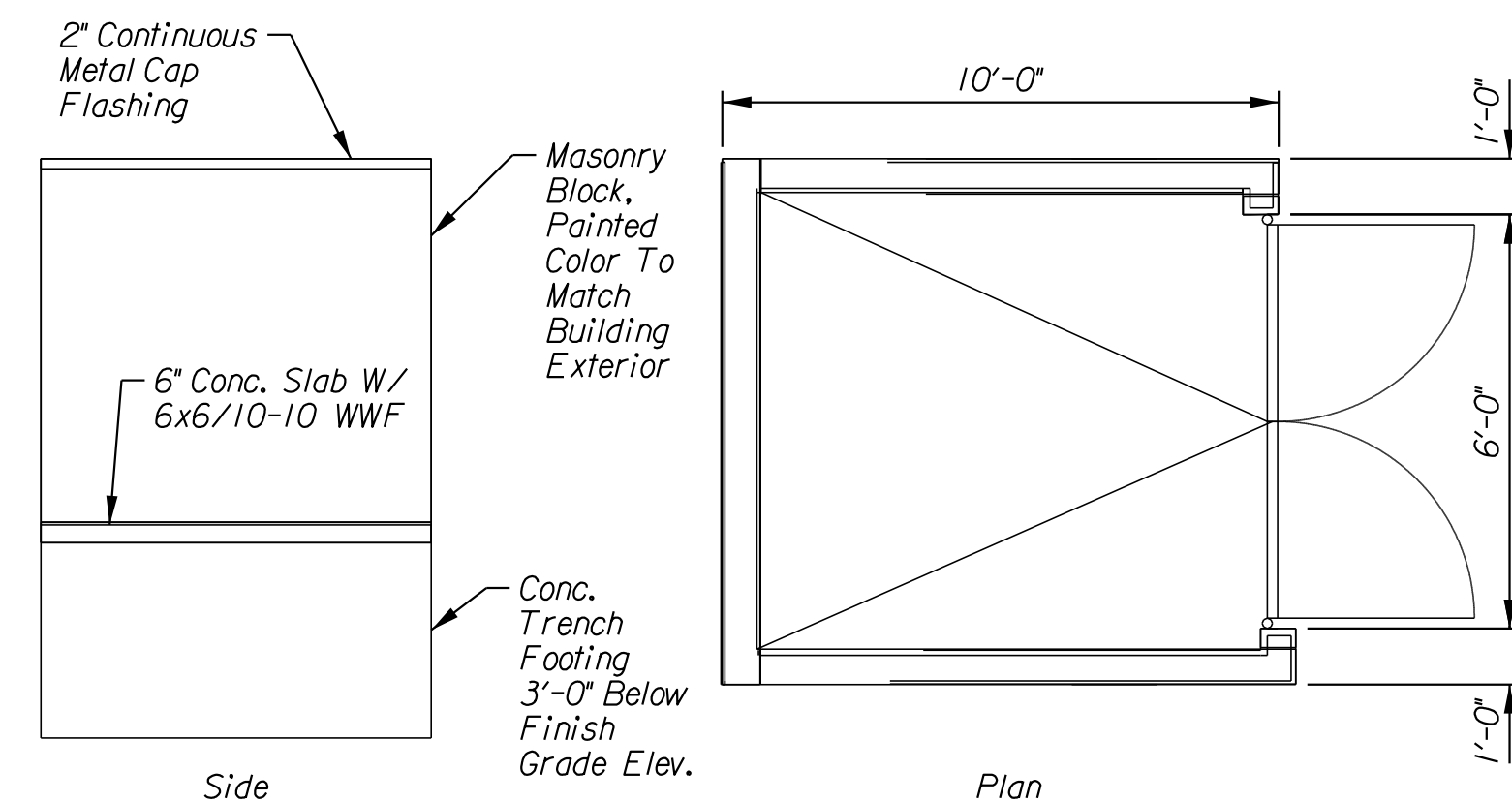
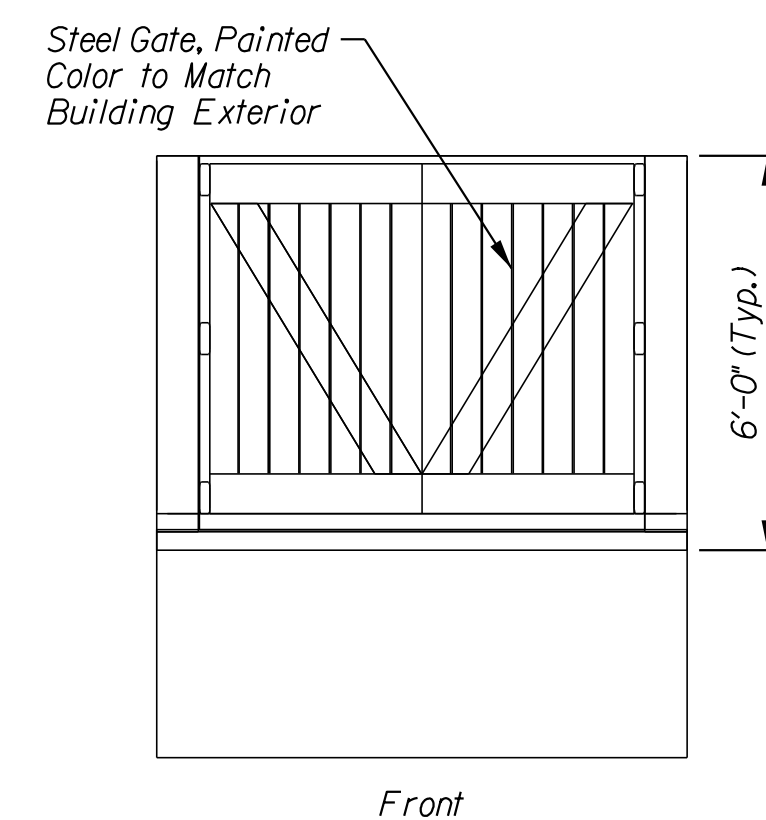
SHEET OF 14

REV.





NOTE: Symbol to be centered in parking space and oriented as illustrated on plans.



Colors  
Legend and Border - Green  
White Symbol on Blue Background  
Background - White  
(R7-8)


$$6^n \times 12^n$$

ACCESSIBLE SIGN DETAIL  
N.T.S.

- I. All signs should comply with U.S. Department of Transportation Federal Highway Administration's "Uniform Traffic Control Devices", and local codes as specified. Mount signs in accordance with manufacturer's instructions.

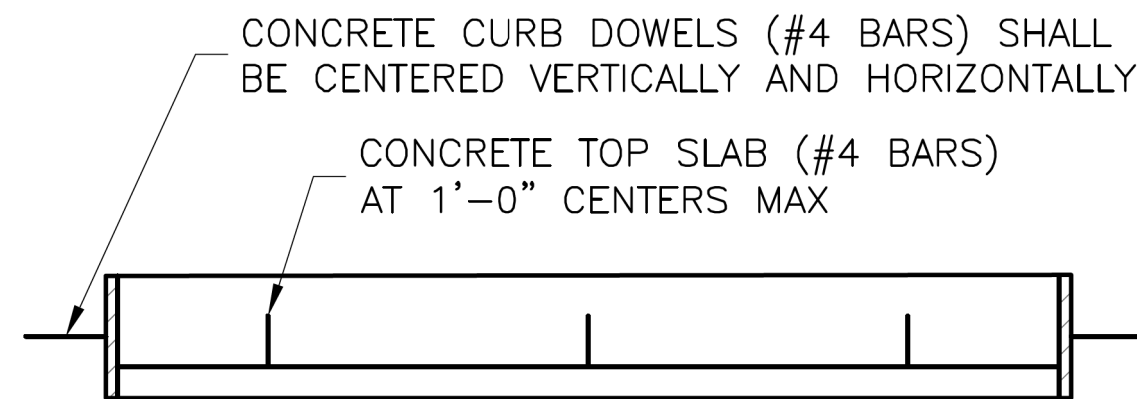
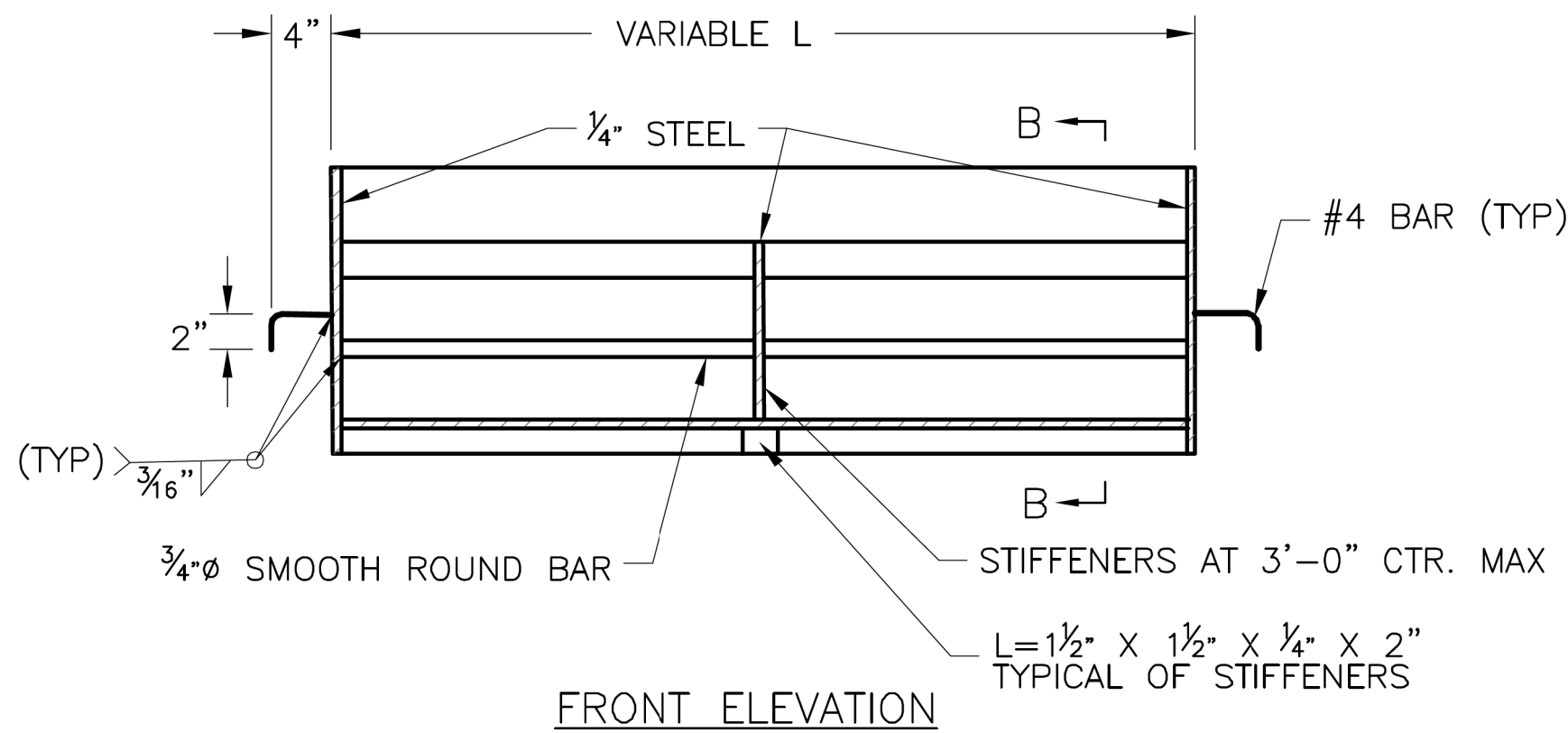
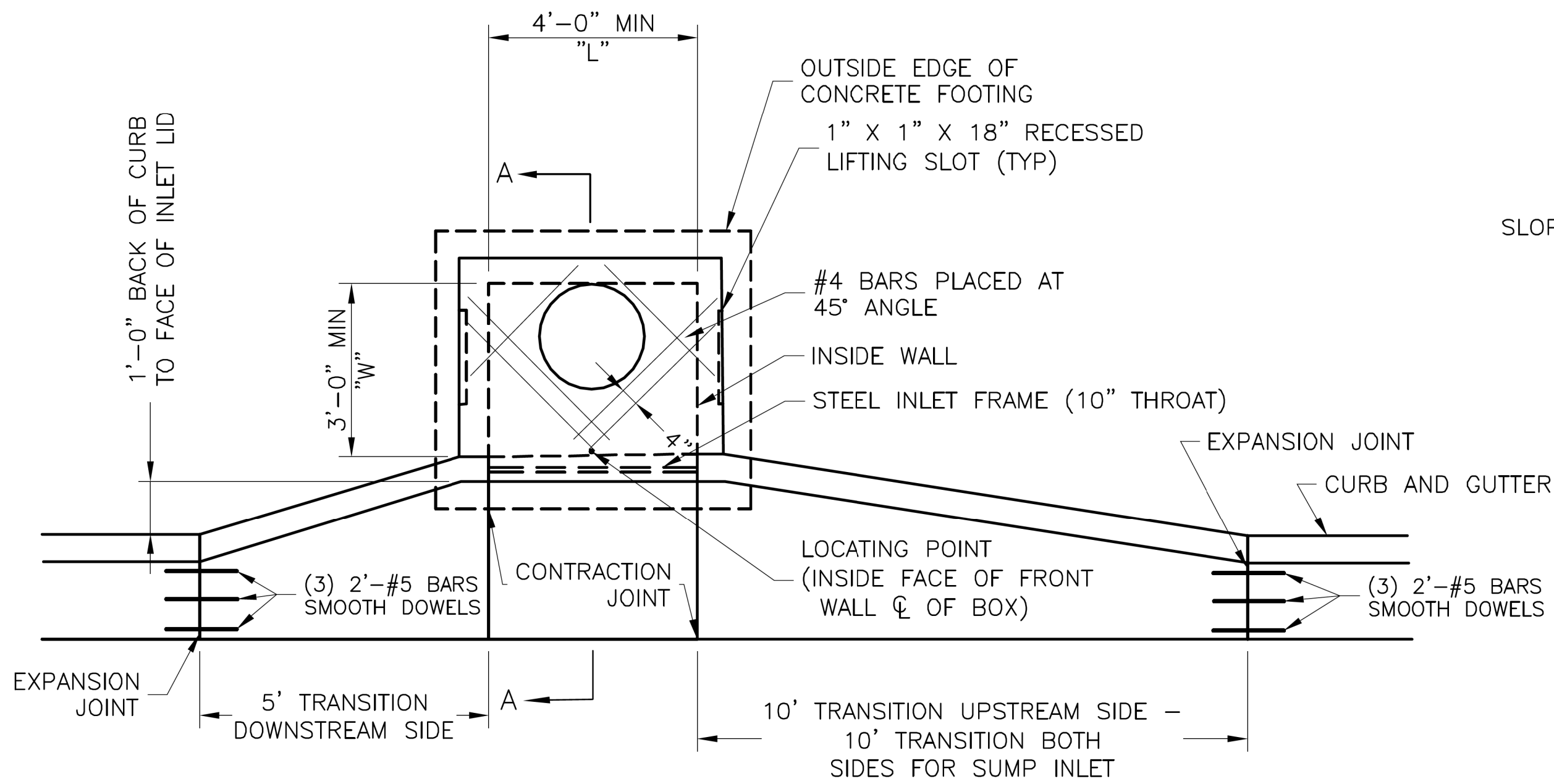
DATE	REVISION	NO.	BY	CK/APP
7/16/19	Addressed City Comment: Letter dated 6/28/19	2	RMS	RMS
6/14/19	POP: Submitted	1	RAM	RMS

7/16/19

<p>ARISTOCRAT MOTORS</p> <p>1155 S. SUMMIT - JACKSON COUNTY - MISSOURI</p>	<p>DETAIL SHEET</p>
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X-REF NO. <b>XXX</b>
DRAWING NO. <b>XXX</b>
DATE <b>July 2019</b>
JOB NO. <b>19.006.01</b>
<b>10</b> SHEET OF <b>14</b>

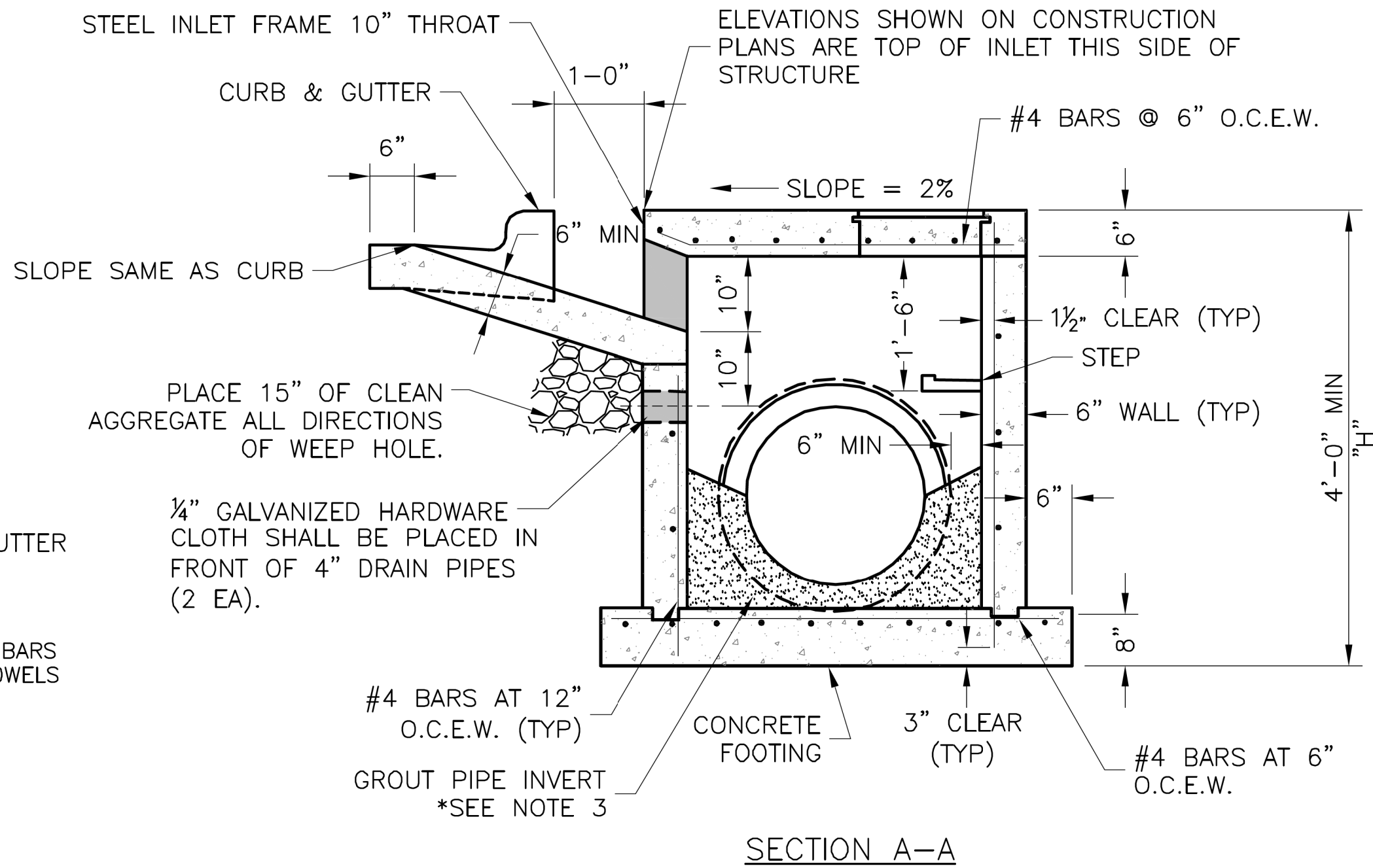




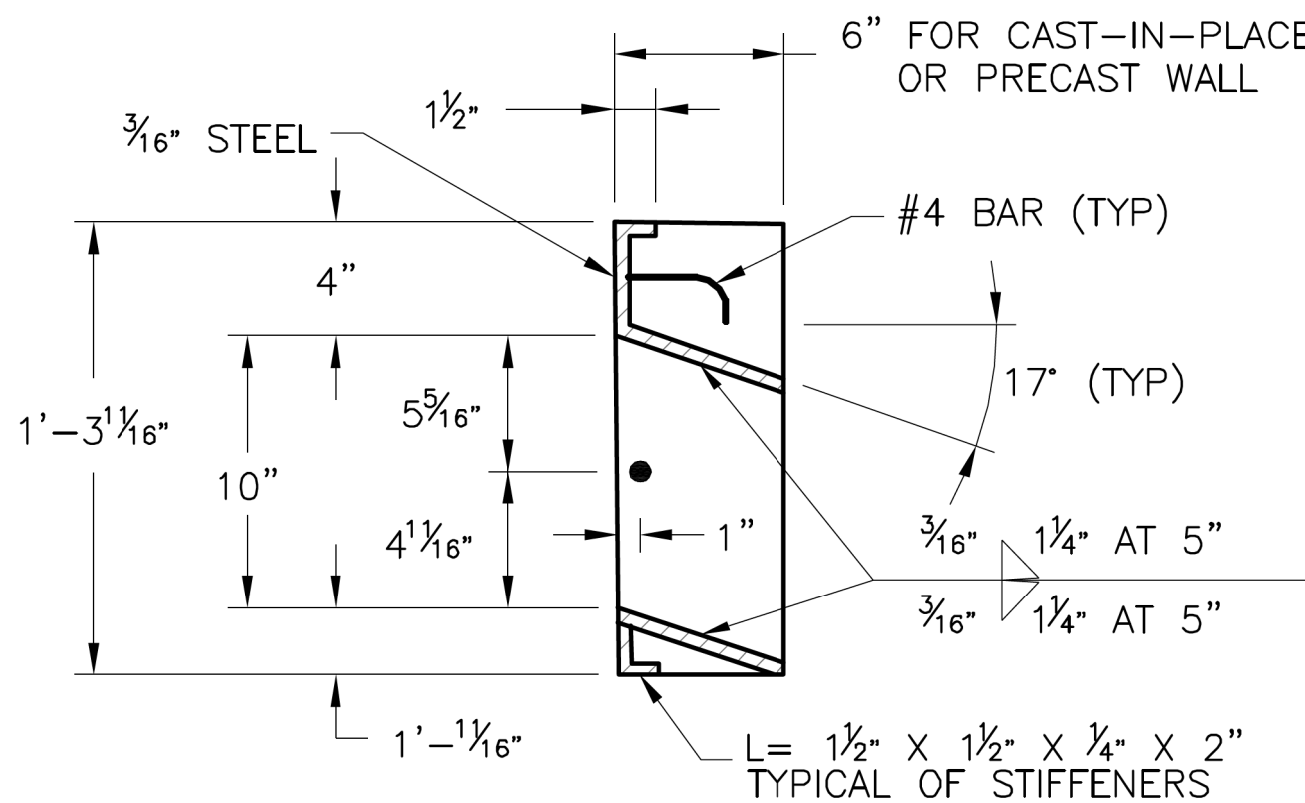
### PLAN VIEW

STEEL FRAME NOTES:

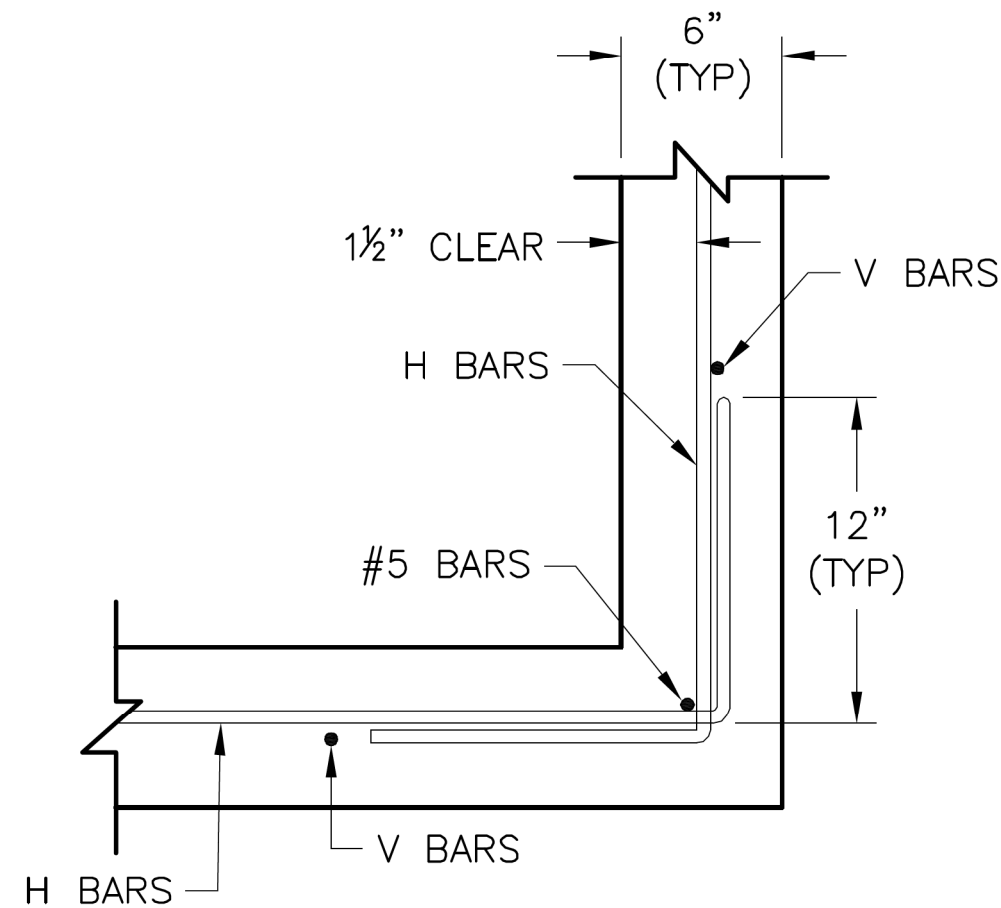
1. ALL WELDS SHALL BE PERFORMED IN ACCORDANCE WITH APPROPRIATE AWS SPECIFICATIONS AND PROCEDURES.
2. ALL WELDS ON EXPOSED SURFACES SHALL BE DRESSED SO AS TO PROVIDE A PLEASING FINISHED APPEARANCE.
3. THE ENTIRE FRAME SHALL BE PAINTED A SINGLE COAT OF CHEM-PRIME #37H-78 PRIMER (GRAY) OR EQUAL.



SECTION A-A



SECTION B-B



WALL CORNER DETAIL

GENERAL NOTES:

1. THE FIRST DIMENSION LISTED IN THE CONSTRUCTION NOTES IS THE "L" DIMENSION. THE SECOND DIMENSION IS THE "W" DIMENSION.
2. FLOW LINES LISTED ON THE PROJECT PLANS ARE LISTED AT THE INSIDE FACE OF THE WALL.
3. FLOOR OF INLET GROUTED AND SHAPED TO MATCH PIPE INVERT TO PROVIDE SMOOTH FLOW.
4. LOCATE MH RING AND COVER ON BLANK WALL IF POSSIBLE.
5. STEPS SHALL BE SPACED AT 1'-4" O.C. VERTICALLY ON BLANK WALL IF POSSIBLE.
6. BEVEL ALL EXPOSED EDGES WITH  $\frac{3}{4}$ " CHAMFER OR  $\frac{1}{2}$ " TOOLED EDGE.
7. ON-GRADE INLETS SHALL CONFORM TO THE STREET GRADE AND SUMP INLETS SHALL BE LEVEL.
8. PRECAST LIDS SHALL BE PINNED, SEALED WITH NON-SHRINKABLE GROUT AND REMOVABLE FOR FUTURE MAINTENANCE.
9. LIFTING RINGS SHALL BE REMOVED AND SEALED WITH NON-SHRINKABLE GROUT
10. FOR RING AND COVER SEE THE STORMWATER APPROVED PRODUCT LIST.

**LS** **LEE'S SUMMIT**  
MISSOURI

PUBLIC WORKS ENGINEERING DIVISION | 220 SE GREEN STREET | LEE'S SUMMIT, MO 64063

Project: STANDARD DETAILS  
CITY OF LEE'S SUMMIT, MO  
LEE'S SUMMIT, JACKSON COUNTY, MO

## CURB INLET DETAIL

Drawn By: MJF
Checked By: DL
Date: 04/17
Proj. #:

# STM-1

	DATE	REVISION	NO.	BY	CX/APPR
	7/16/19	Addressed City Comment Letter dated 6/28/19	2	RMS	
	6/14/19	PPP Submitted	1	RMS	



R. KEVIN STERRETT, MO E-26440



11010 Haskell St. Ste 210 Kansas City, KS 66109 816-759-2285 CORPORATE LICENSE No. E2010005873

# DETAIL SHEET

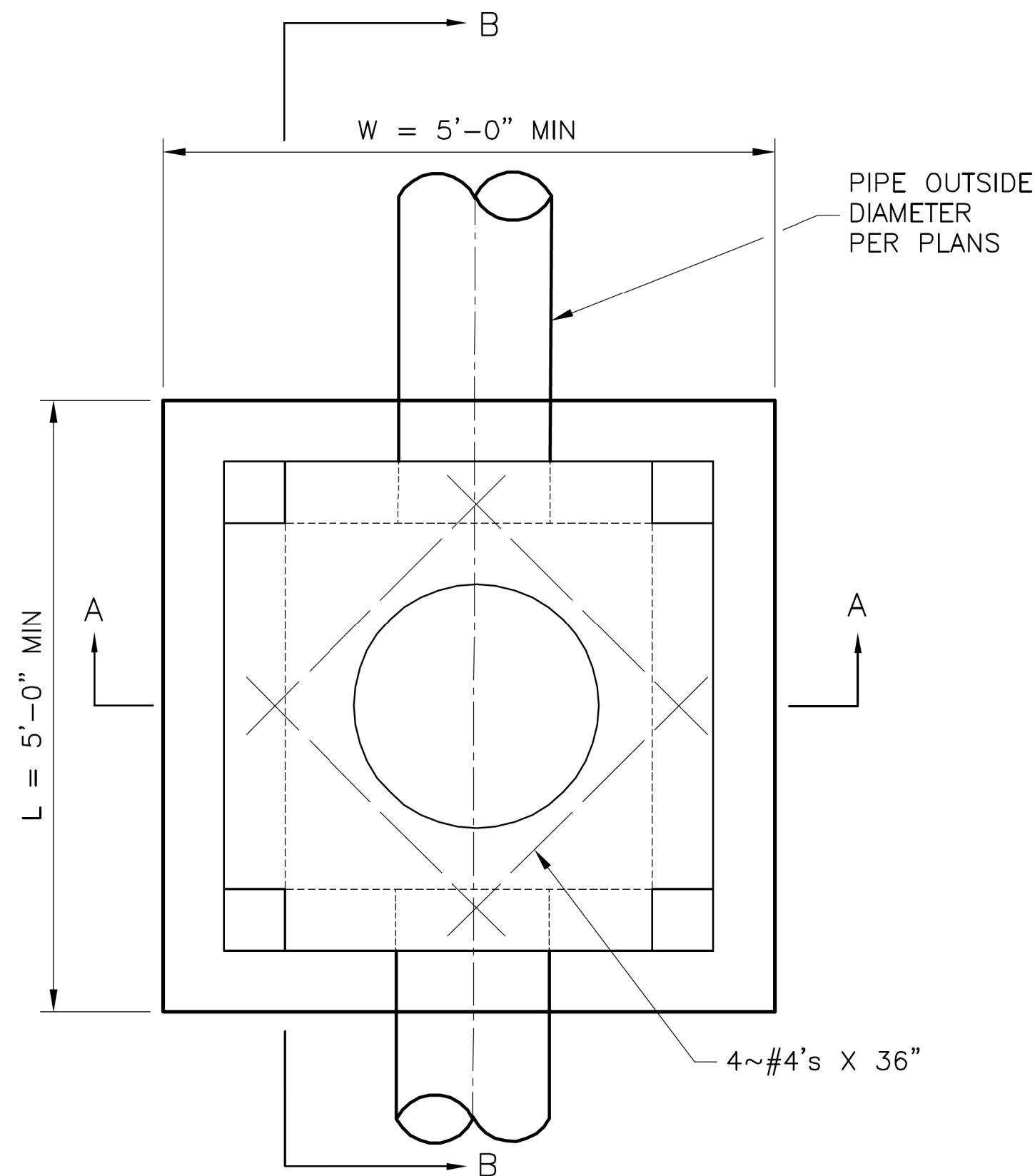
# ARISTOCRAT MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

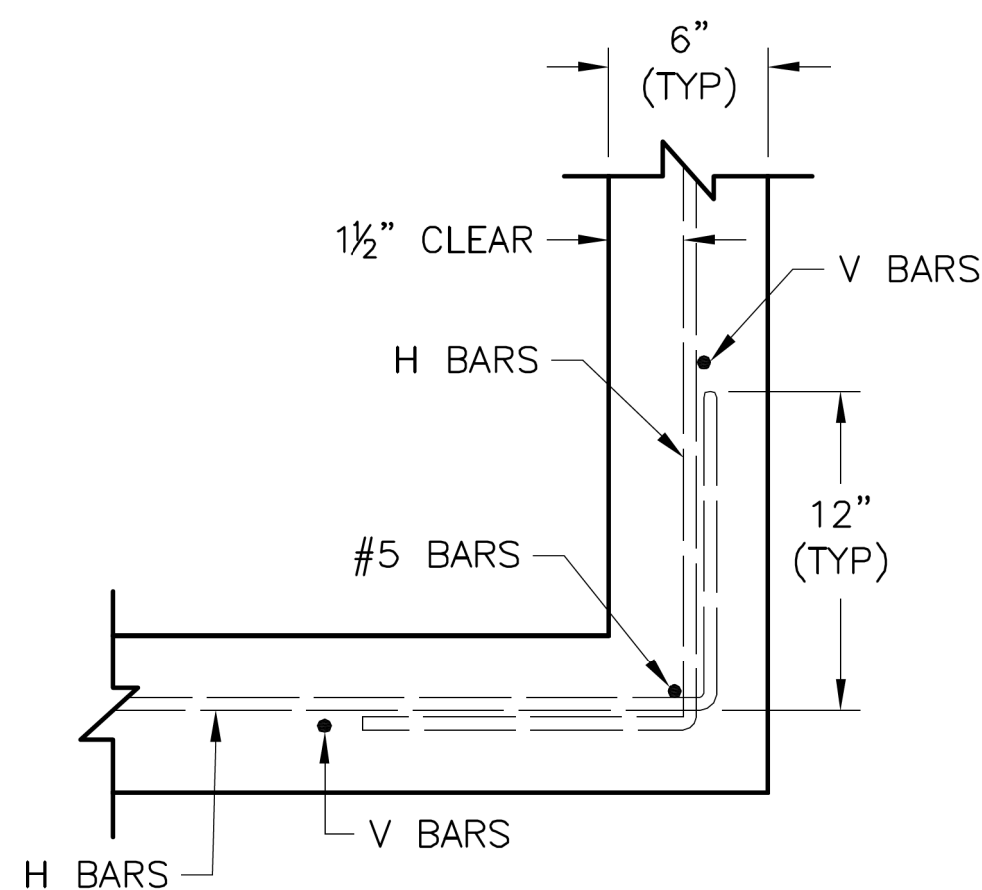
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<i>DRAWING NO.</i> <b>XXX</b>
<i>DATE</i> <b>July 2019</b>
<i>JOB NO.</i> <b>19.006.01</b>

11 SHEET 14  
OF

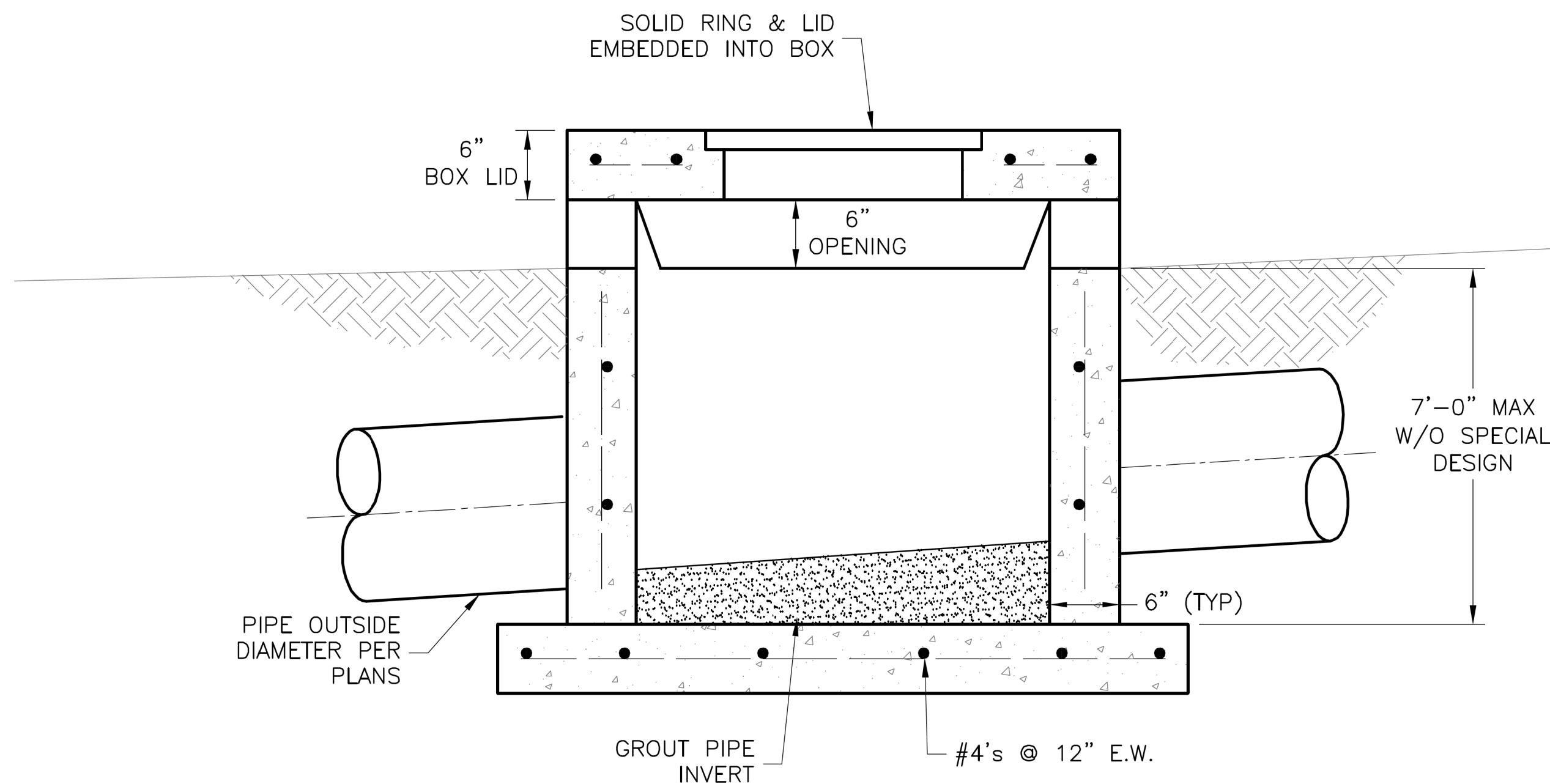




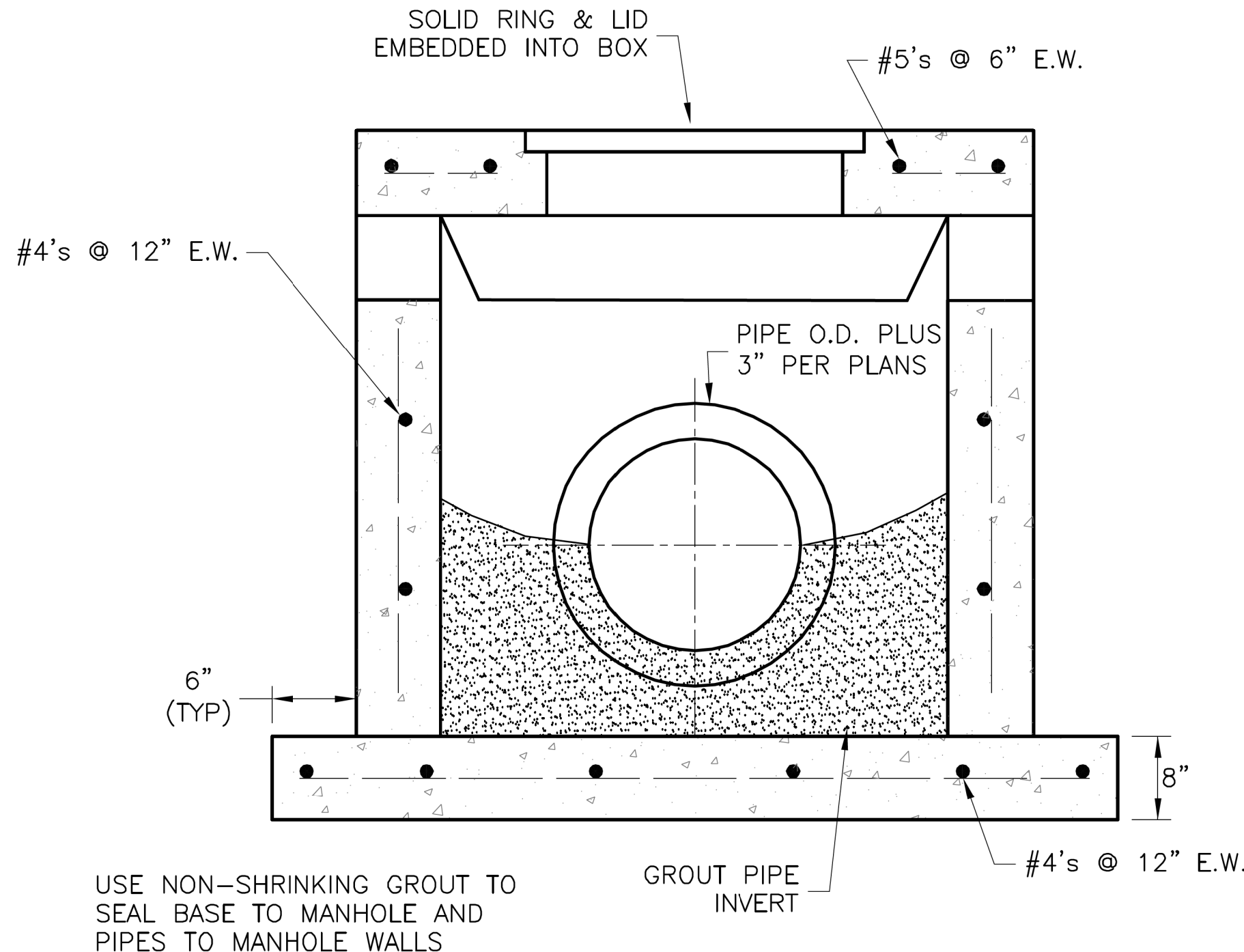
PLAN VIEW



WALL CORNER DETAIL



SECTION B-B



SECTION A-A

GENERAL NOTES:

1. LOCATE RING AND COVER OVER OUTLET ON BLANK WALL.
2. USE  $\frac{3}{4}$ " CHAMFER ON ALL EXPOSED CONCRETE CORNERS.
3. FLOOR OF INLET GROUTED AND SHAPED TO MATCH PIPE INVERT TO PROVIDE SMOOTH FLOW.
4. STEPS REQUIRED AT 16" O.C. WHEN DEPTH FROM TOP OF CASTING TO INVERT EXCEEDS 3' ON BLANK WALL IF POSSIBLE.
5. BOXOUTS WILL NOT BE ALLOWED TO PROJECT THROUGH THE CORNERS OF THE STRUCTURE.
6. THE MINIMUM REINFORCING SHALL BE 1 H-BAR OVER A CAST-IN-PLACE PIPE AND 2 H-BARS OVER A PRECAST BOXOUT.
7. SHOW FIELD INLET ORIENTATION ON PLANS PLUS NUMBER AND SIDE OF OPENINGS.
8. PRECAST LIDS SHALL BE PINNED, SEALED WITH NON-SHRINKABLE GROUT AND REMOVABLE FOR FUTURE MAINTENANCE.
9. FOR RING AND COVER SEE THE STORMWATER APPROVED PRODUCT LIST.

**LEE'S SUMMIT**  
**MISSOURI**

PUBLIC WORKS ENGINEERING DIVISION | 220 SE GREEN STREET | LEE'S SUMMIT, MO 64063

STANDARD DETAILS  
CITY OF LEE'S SUMMIT, MO  
LEE'S SUMMIT, JACKSON COUNTY, MO

FIELD INLET DETAIL

Drawn By: MJF  
Checked By: DL  
Date: 04/17  
Proj. #:

STM-2



DETAIL SHEET

ARISTOCRAT MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

X-REF NO.	XXX
DRAWING NO.	XXX
DATE	July 2019
JOB NO.	19.006.01

12 SHEET OF 14

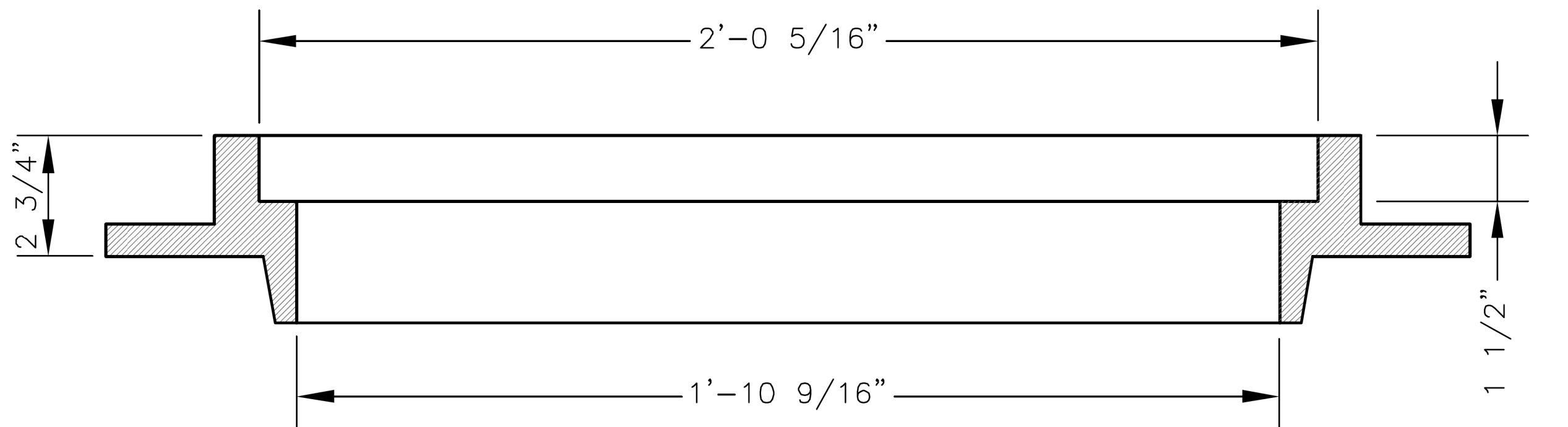
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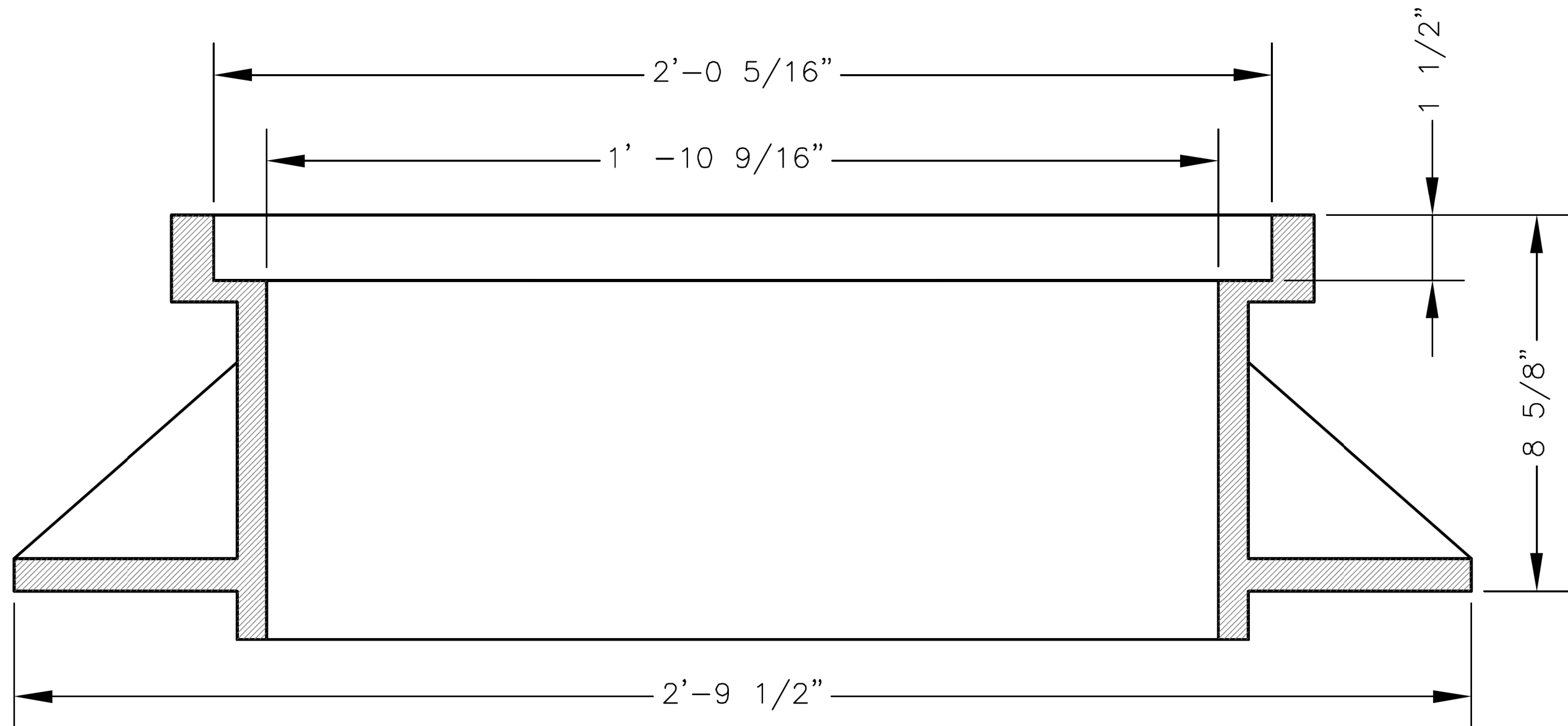




7/9/2019  
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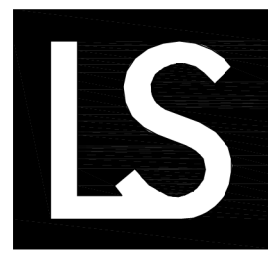


SLAB MANHOLE FRAME  
LEE'S SUMMIT PART NO.: LS103A  
MINIMUM WEIGHT = 145 LB



STANDARD 24" MANHOLE FRAME  
LEE'S SUMMIT PART NO.: LS101A  
MINIMUM WEIGHT = 250 LB

\*COVER AND FRAME MODEL INFORMATION REFER TO  
THE STORMWATER APPROVED PRODUCTS LIST.



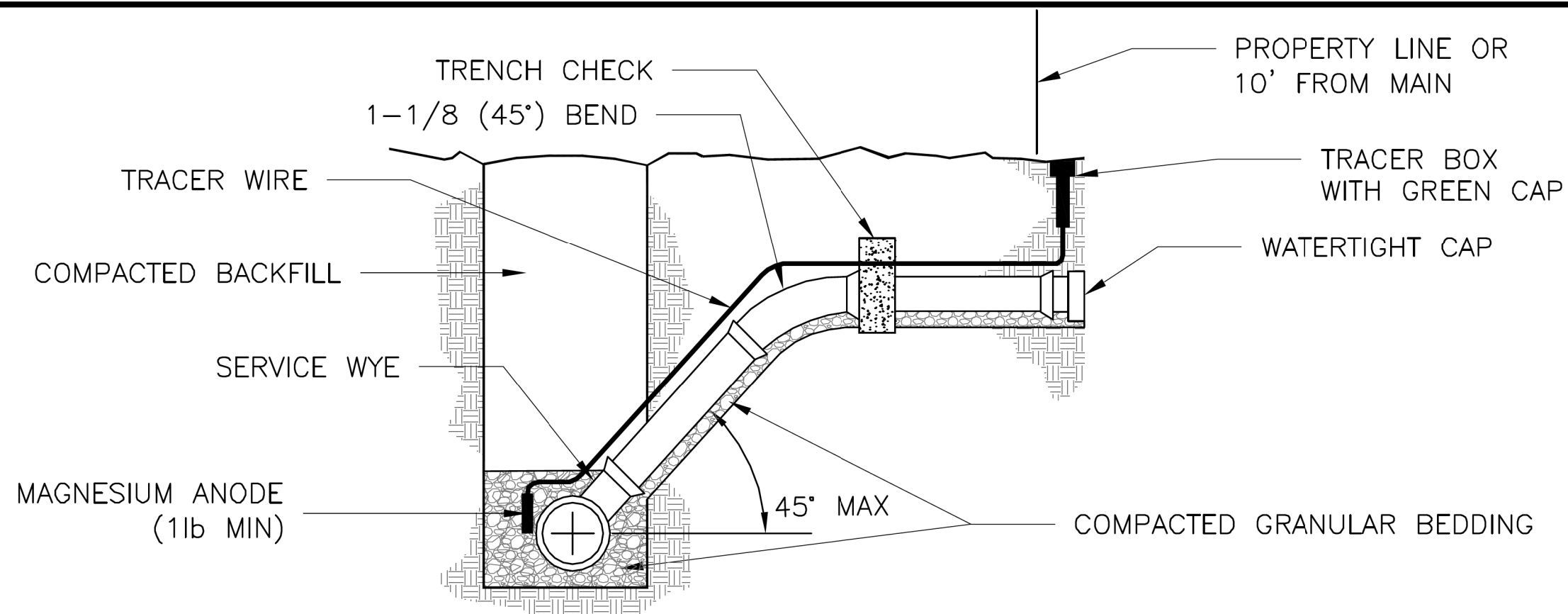
**LEE'S SUMMIT**  
**MISSOURI**

PUBLIC WORKS ENGINEERING DIVISION | 220 SE GREEN STREET | LEE'S SUMMIT, MO 64063

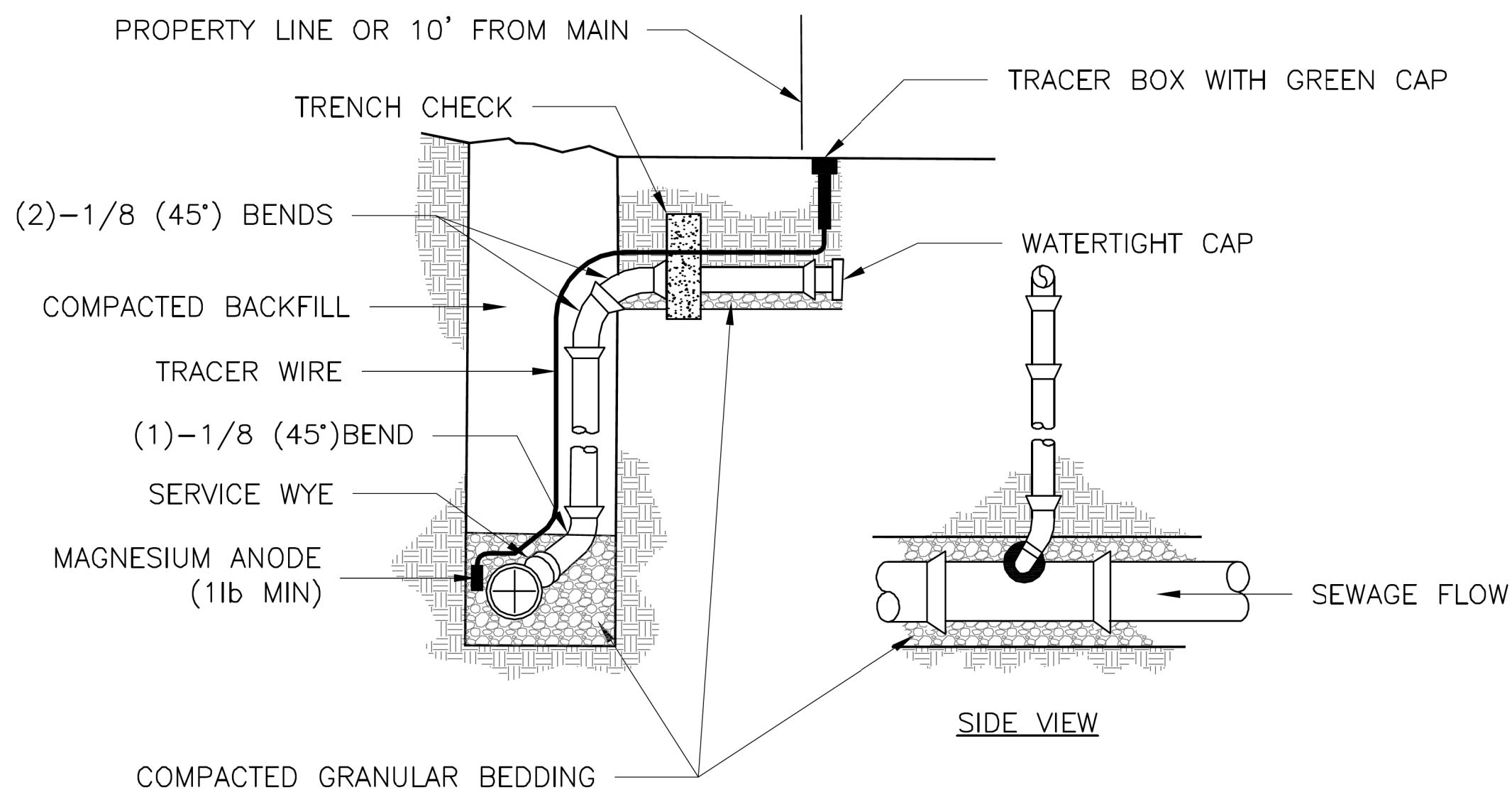
**STORM MANHOLE FRAME DETAIL**

Date: 04/17  
Drawn By: MJF  
Checked By: DL

**STM-7**



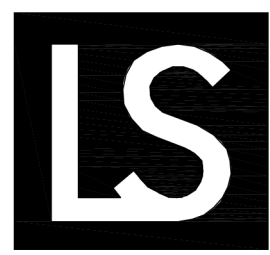
STANDARD INSTALLATION  
NOT TO SCALE



VERTICAL RISER  
NOT TO SCALE

NOTES:

1. ALL SEWER STUBS SHALL BE CONSTRUCTED TO PROPERTY LINE OR 10' MINIMUM FROM THE MAIN. WHERE SIDEWALKS ARE PRESENT, CONTRACTOR SHALL EXTEND SERVICE LINE UNDER EXISTING SIDEWALK TO TWO FEET BEYOND.
2. ALL NEW CONSTRUCTION OFF SEWER STUBS SHALL BE TEMPORARILY MARKED WITH A MARKING STAKE, 36" ABOVE GROUND AND PAINTED GREEN.
3. IMPERVIOUS TRENCH CHECKS SHALL BE PLACED ON BUILDING SEWER STUBS (AT LEAST 5' AWAY FROM THE SANITARY SEWER MAIN).
4. TRENCH CHECKS ON THE BUILDING SEWER STUBS SHALL EXTEND 6" BELOW THE BOTTOM OF THE PIPE. LENGTH SHALL BE A MINIMUM OF 12". THE HEIGHT OF THE TRENCH CHECK SHALL EXTEND 12" ABOVE THE TOP OF THE PIPE. THE WIDTH OF THE TRENCH CHECK SHALL BE THE WIDTH OF THE TRENCH.
5. SEE SPECIFICATION SECTION 2100 FOR SEWER MAIN BEDDING AND BACKFILL.
6. #12 GAUGE GREEN INSULATED COPPER TRACER WIRE SHALL BE INSTALLED. TRACER WIRE TERMINAL BOXES SHALL BE INSTALLED DIRECTLY ABOVE THE SEWER SERVICE OR AS DETERMINED BY THE ENGINEER.
7. FOR SERVICES, TRACER WIRE SHALL RUN FROM THE WYE AND TERMINATE IN A FLUSH MOUNTED TRACER BOX WITH A GREEN CAST IRON LOCKABLE TOP. WIRE SHALL BE TAPED OR TIED TO THE PIPE AT 5' INTERVALS.
8. TRACER WIRE BOX SHALL BE INSTALLED WITHIN 1.0' OF PROPERTY LINE.
9. THE TRACER WIRE SHALL REMAIN CONTINUOUS TO THE GREATEST EXTENT POSSIBLE. SPLICES IN THE TRACER WIRE SHOULD BE MADE WITH SPLIT BOLT CONNECTORS. WIRE NUTS SHALL NOT BE USED. A WATER-PROOF CONNECTION IS NECESSARY TO PREVENT CORROSION.



**LEE'S SUMMIT**  
**MISSOURI**

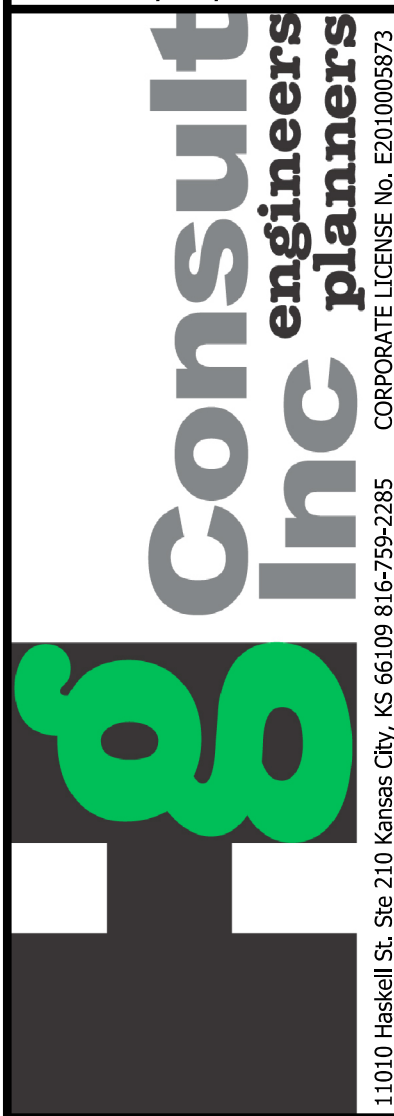
PUBLIC WORKS ENGINEERING DIVISION | 220 SE GREEN STREET | LEE'S SUMMIT, MO 64063

**BUILDING SEWER STUB AND RISER**

Date: 04/17  
Drawn By: MJF  
Checked By: DL

**SAN-1**

DATE	REVISION	NO.	BY	CHK/APP
7/16/19	Addressed City Comment Letter dated 6/28/19	2	RAM	RKS
6/14/19	PDP Submittal	1	RAM	RKS
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DETAIL SHEET

ARISTOCRAT MOTORS

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

X-REF NO.	XXX
DRAWING NO.	XXX
DATE	July 2019
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14 SHEET OF 14

REV.



**New Construction**  
Soave Automotive Group  
Lee's Summit, MO

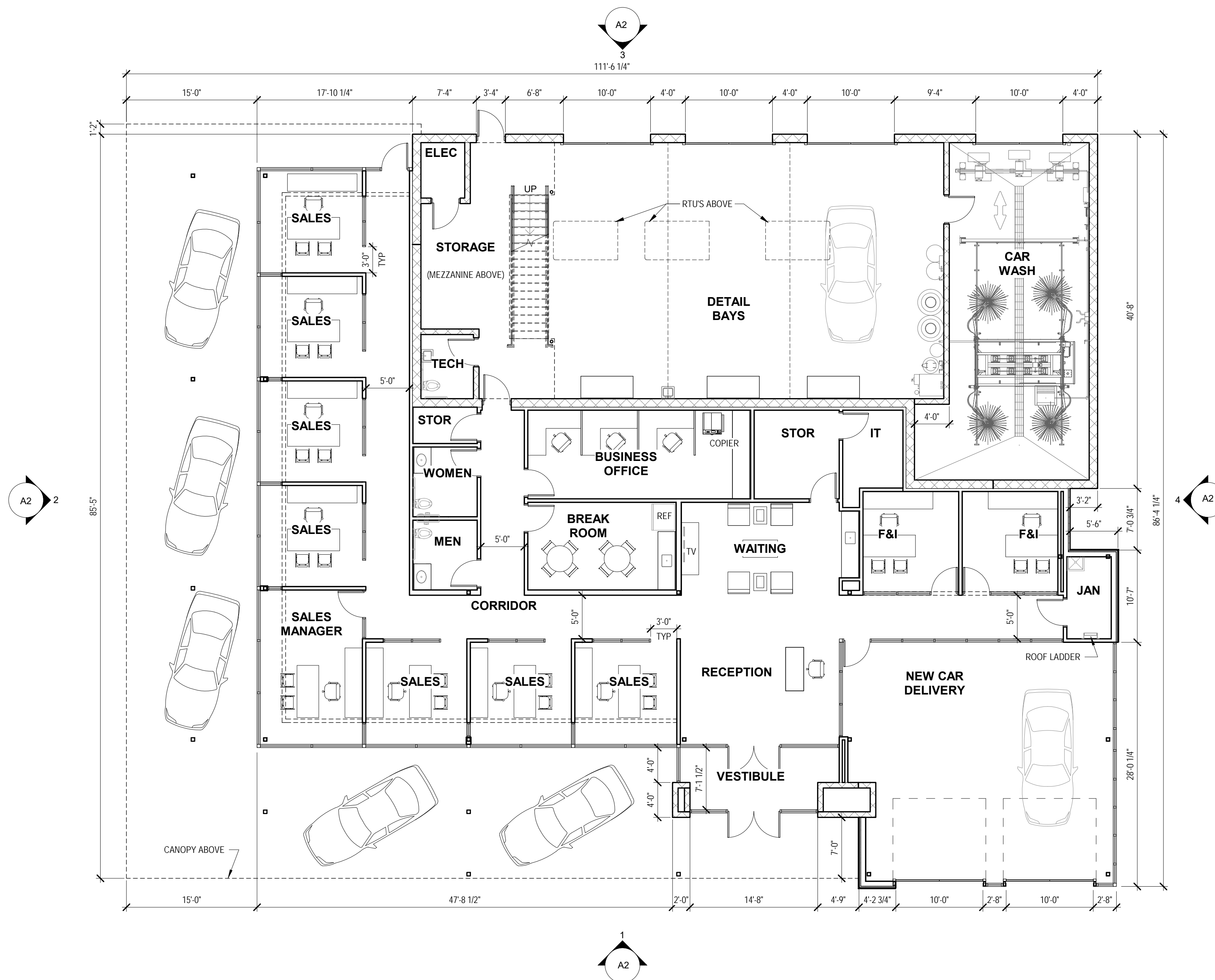
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**Preliminary Development  
Plan Resubmittal**

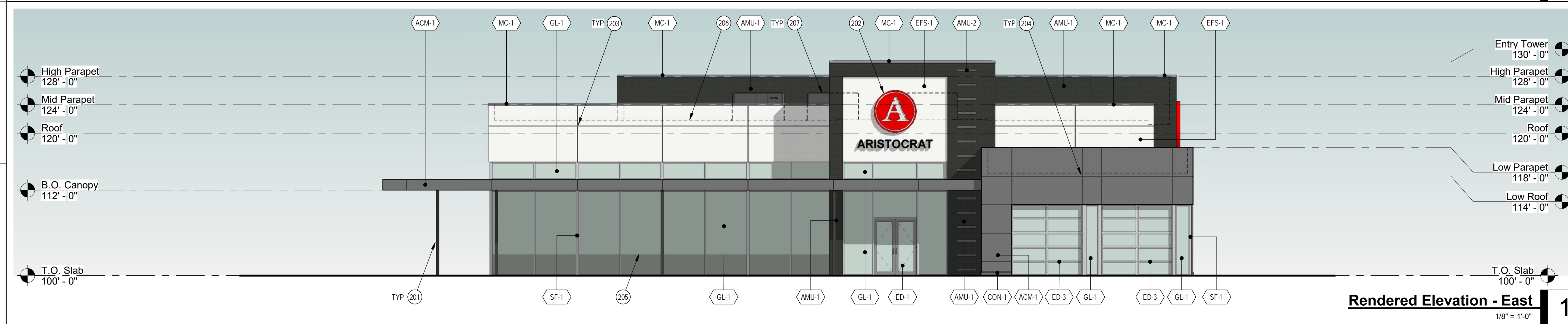
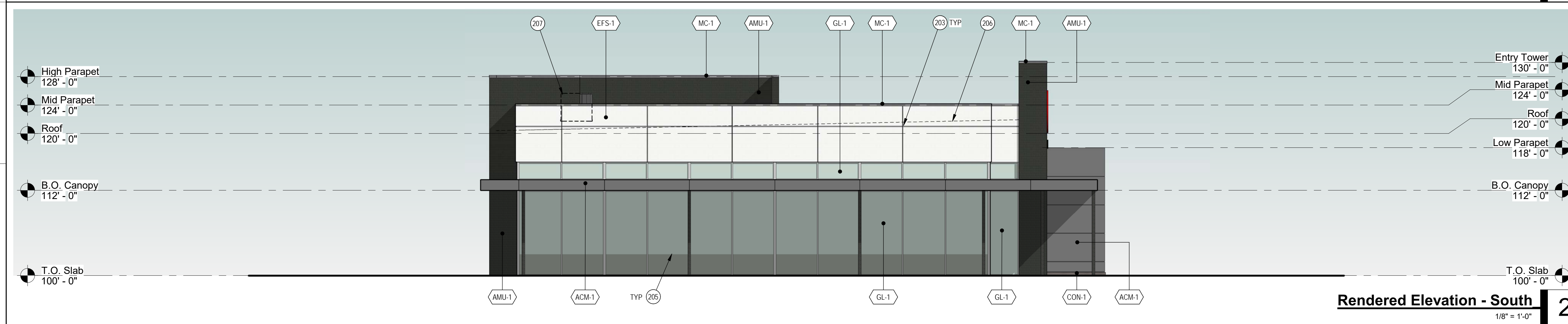
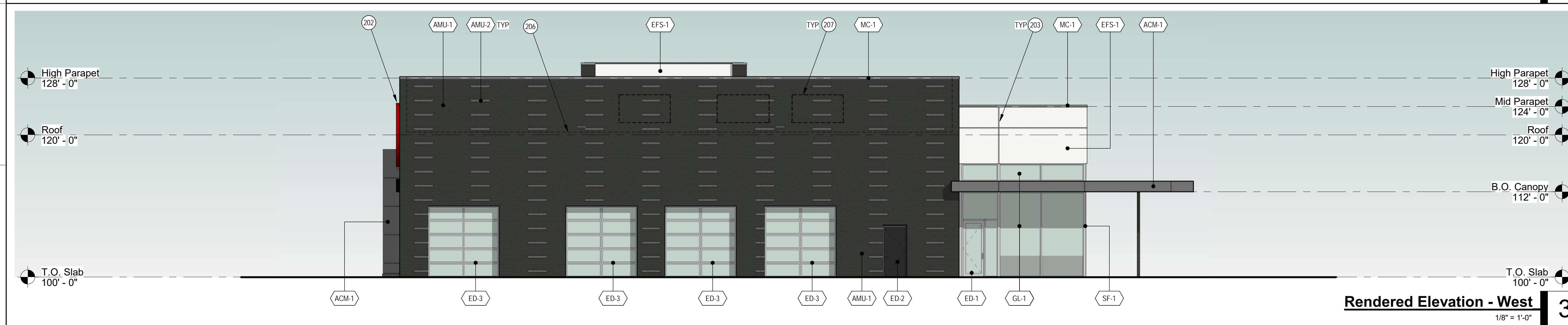
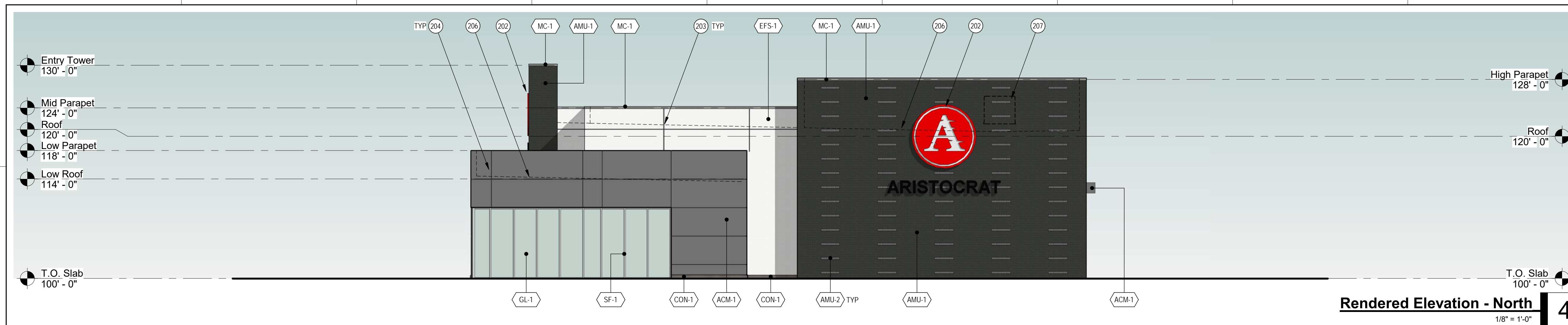
07/15/2019

## FLOOR PLAN

# A1





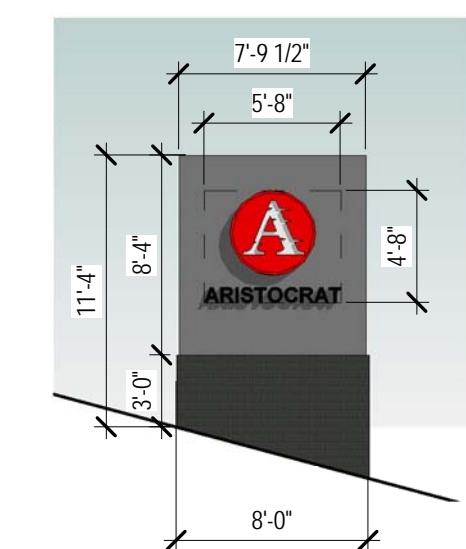


## MATERIALS

ACM-1	ALUMINUM WALL PANEL MANUFACTURER: ALPOLIC COLOR/FINISH: MICA MFS GREY
AMU-1	ARCHITECTURAL MASONRY UNIT 4 X 16 RUNNING BOND MANUFACTURER: YORK BUILDING PRODUCTS COLOR/FINISH: GEMSTONE - MINK (GLOSSY)
AMU-2	ARCHITECTURAL MASONRY UNIT 4 X 16 RUNNING BOND MANUFACTURER: YORK BUILDING PRODUCTS COLOR/FINISH: GEMSTONE - MINK (MATTÉ)
CON-1	CAST IN PLACE CONCRETE WALL CURB COLOR/FINISH: TBD
ED-1	WIDES STYLE ALUMINUM STOREFRONT DOOR MANUFACTURER: KAWNEER COLOR/FINISH: (MATCH SF-1 AND GL-1)
ED-2	FLUSH HOLLOW CORE STEEL DOOR W/HIGH PERFORMANCE COATING COLOR/FINISH: TBD
ED-3	OVERHEAD GLASS AND ALUMINUM FRAME SECTIONAL DOOR MANUFACTURER: TBD COLOR/FINISH: (MATCH SF-1 AND GL-1)
EFS-1	EXTERIOR INSULATED FINISH SYSTEM (EIFS) MANUFACTURER: TBD COLOR/FINISH: FINE TEXTURE - 612 MOONLIGHT
GL-1	CLEAR INSULATED LOW-E GLAZING MANUFACTURER: AGC ENERGY SELECT 40
MC-1	PRE-FINISHED METAL COPING MANUFACTURER: BERRIDGE MFG. COLOR/FINISH: LEAD COLE
SF-1	ALUMINUM STOREFRONT SYSTEM MANUFACTURER: KAWNEER COLOR/FINISH: CLEAR ANODIZED

○ **KEYNOTES**

201	STRUCTURAL COLUMN WITH HIGH PERFORMANCE COATING COLOR/FINISH: TBD
202	WALL MOUNTED BUILDING SIGNAGE BY OWNER
203	EIFS "V" GROOVE REVEAL
204	ACM JOINT / REVEAL
205	TRANSLUSCENT FILM APPLIED TO LOWER PORTION OF GLAZING
206	LINE OF ROOF BEYOND PARAPET
207	ROOF TOP UNIT (RTU) BEYOND PARAPET



**Monument Sign**  
1/8" = 1'-0"

SLAGGIE



ARCHITECTS


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# Aristocrat Pre-Owned Sales Building

## New Construction

Soave Automotive Group

**Lee's Summit, MO**

	Revisions:
Project #:	180508
<b>Preliminary Development Plan Resubmittal</b>	
07/15/2019	

## EXTERIOR ELEVATIONS

## A2





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Aristocrat Pre-Owned Sales Building

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Revisions:

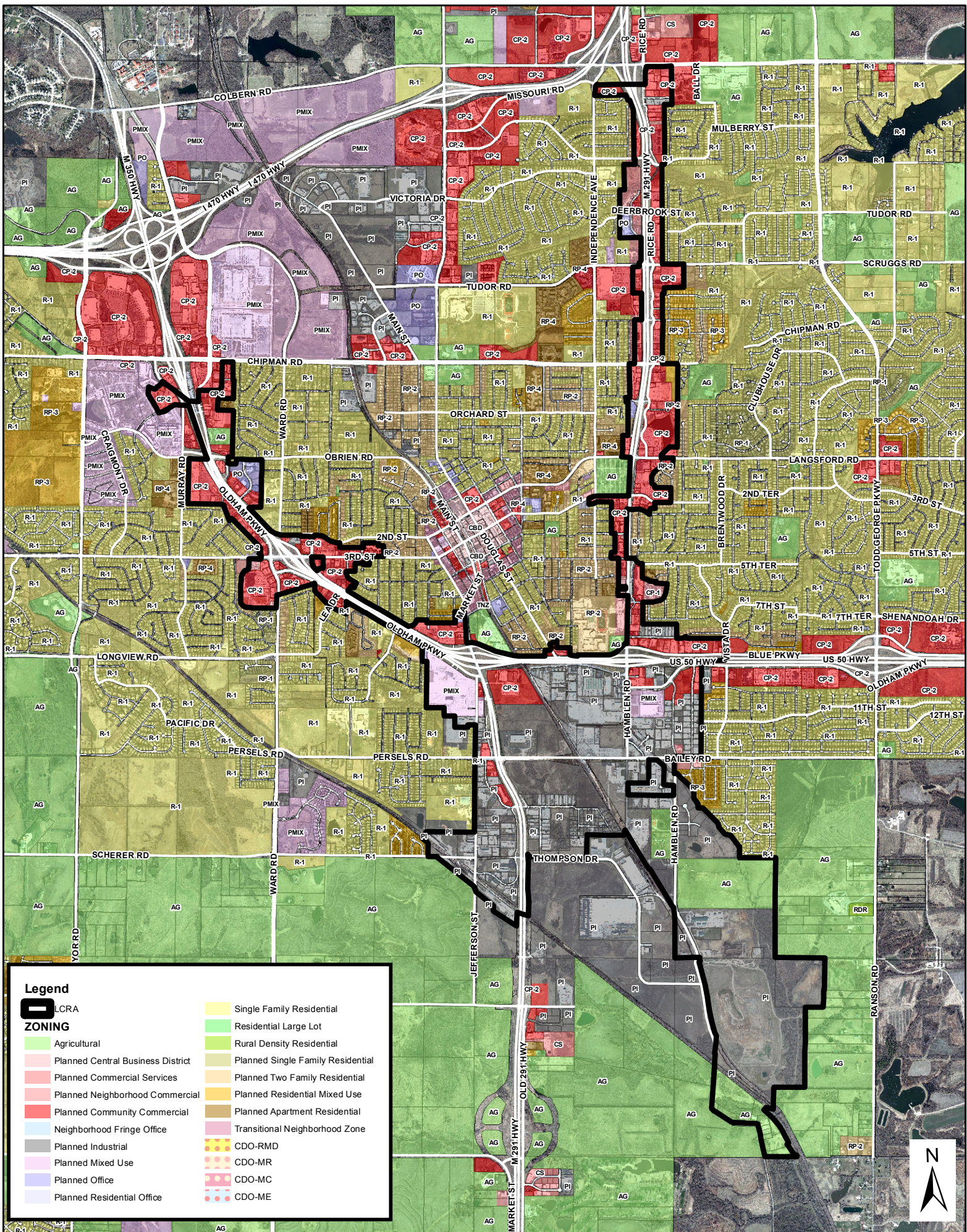
Project #: 180508

Preliminary Development  
Plan Resubmittal  
07/15/2019

EXTERIOR EXHIBITS

A3







## Packet Information

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**File #:** BILL NO. 19-205, **Version:** 1

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An Ordinance approving the Redevelopment Contract and the Lease Agreement between the City of Lee's Summit, Missouri, and Lee's Summit Senior Community, LLC, to implement The Land Clearance For Redevelopment Authority Redevelopment Plan for the Princeton Redevelopment Area.

(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

Issue/Request:

Approval of an Ordinance approving the Redevelopment Contract and the Lease Agreement between the City of Lee's Summit, Missouri, and Lee's Summit Senior Community, LLC, to implement The Land Clearance For Redevelopment Authority Redevelopment Plan for the Princeton Redevelopment Area.

Key Issues:

This is an Ordinance approving the Redevelopment Contract and the Lease Agreement between the City of Lee's Summit, Missouri, and Lee's Summit Senior Community, LLC, to implement The Land Clearance For Redevelopment Authority Redevelopment Plan for the Princeton Redevelopment Area.

Proposed City Council Motion:

I move for adoption of an Ordinance approving the Redevelopment Contract and the Lease Agreement between the City of Lee's Summit, Missouri, and Lee's Summit Senior Community, LLC, to implement The Land Clearance For Redevelopment Authority Redevelopment Plan for the Princeton Redevelopment Area.

Background:

The City Council approved the Redevelopment Plan on July 16, 2019 through the adoption of Ordinance No. 8675. The Redevelopment Area contains approximately 37 acres at the southeast quadrant of Ranson Road and Highway 50. The Redevelopment Plan allows the applicant to receive sales tax exemption on the purchase of construction materials for a senior care facility that is approved for the eastern 12 acres of the Redevelopment Area. This is estimated to provide about \$752,000 in savings on a \$35.5 million project, which is a 2.1% incentive.

A 12-acre parcel for the senior care facility is being purchased by Lee's Summit Senior Community, LLC (the "Developer"), a single purpose entity managed by O'Reilly Development Company, LLC, based in Springfield, Missouri, on the south side of Highway 50 and west of Ranson Road. The City Council previously approved a preliminary development plan for this project through the adoption of Ordinance No. 8612 on April 9, 2019.

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

The LCRA Board of Commissioners adopted Resolution 2019-2 on June 26, 2019, which:

- recommended that the City Council approve the Redevelopment Plan
- recommended that the Developer be designated as the developer of record for the Redevelopment Project
- recommended that the City Council approve a redevelopment contract to implement the Redevelopment Project



- approved a funding agreement for the project and
- delegated to the City all of the LCRA Board's authority to implement the Redevelopment Plan.

Impact/Analysis:

The requested incentive will provide about \$752,000 in savings on a \$35.5 million project, which is about 2.1% of the total project costs. Most of the Developer's construction materials are expected to be purchased outside of the City, and the projected lost sales tax revenues for the City is estimated to be about \$21,500 (see Redevelopment Plan Exhibit C, Tax Analysis of Project). The remaining about \$731,000 in lost sales tax revenues will affect other sales taxing jurisdictions (State, County and Zoo District).

The Redevelopment Contract includes a provision under which the Developer will deposit \$1,311,000 in an escrow account for use by the City to construct the off-site sewer improvements (outside the boundaries of the Princeton project) to provide sewer service to the remainder of the 37-acre Redevelopment Area. The City will have flexibility on the placement and schedule for construction of these sewer improvements. The Princeton project will not be held up if the off-site sewer improvements are not finished by the time that Developer is ready to obtain a certificate of occupancy for any structures in the project. The sales tax exemption that is provided by the Redevelopment Plan is to partially offset these costs incurred by Developer.

The Lease Agreement includes several protections and safeguards for the City during the construction period. Developer has the obligation to construct the project and assumes all risks associated such construction. The City's ownership function during the construction period and the lease period is to provide the sales tax exemption benefit. The City's protections and safeguards are summarized in an exhibit in the meeting packet.

Timeline:

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

Other Information/Unique Characteristics:

This is the first "stand alone" redevelopment plan that the Council has approved pursuant to the LCRA Act to provide sales tax exemption on the purchase of construction materials. This incentive, through an LCRA Redevelopment Plan, is a streamlined approach to providing sales tax exemption as an economic incentive.

David Bushek, Chief Counsel of Econ. Dev. & Planning  
Mark Dunning, Assistant City Manager

Staff recommends approval of the ordinance.

The LCRA recommended approval of the redevelopment agreement and lease agreement.



## **BILL NO. 19-205**

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AN ORDINANCE APPROVING THE REDEVELOPMENT CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND LEE'S SUMMIT SENIOR COMMUNITY, LLC, TO IMPLEMENT THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY REDEVELOPMENT PLAN FOR THE PRINCETON REDEVELOPMENT AREA.

WHEREAS, on July 16, 2019, the City Council approved the Land Clearance for Redevelopment Authority Redevelopment Plan for The Princeton Redevelopment Area (the "Redevelopment Plan") through the adoption of Ordinance No. 8675 in accordance with the Land Clearance for Redevelopment Authority Act set forth in Sections 99.400 through 99.715 of the Revised Statutes of Missouri, as amended (the "LCRA Act"); and,

WHEREAS, the City Council desires to approve a redevelopment contract and a lease agreement to provide for the implementation of the Redevelopment Plan by the developer of record.

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

SECTION 1. The Redevelopment Contract between the City and Lee's Summit Senior Community, LLC, which is attached hereto as Exhibit A and incorporated herein by reference, and the Lease Agreement between the same parties which is attached hereto as Exhibit B and incorporated herein by reference, are hereby approved and the City Manager is authorized and directed to execute the documents in substantial compliance with the attached documents.

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

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

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

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

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

ATTEST:

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



**BILL NO. 19-205**

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



EXHIBIT A

REDEVELOPMENT CONTRACT

[ATTACHED]



EXHIBIT B  
LEASE AGREEMENT

[*ATTACHED*]



# **REDEVELOPMENT CONTRACT**

**BETWEEN**

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

**AND**

**LEE'S SUMMIT SENIOR COMMUNITY, LLC**

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**To implement the**

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
REDEVELOPMENT PLAN  
FOR THE PRINCETON REDEVELOPMENT AREA**

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**September \_\_, 2019**



## **Table of Contents**

<b>ARTICLE 1: RULES OF INTERPRETATION AND DEFINITIONS</b>	<b>1</b>
Section 1.01.    Rules of Interpretation	1
Section 1.02.    Definitions	2
<b>ARTICLE 2: THE REDEVELOPMENT PROJECT</b>	<b>5</b>
Section 2.01.    Redevelopment Area	5
Section 2.02.    Redevelopment Project Areas	5
Section 2.03.    Project Improvements	5
Section 2.04.    Lease Agreement and Sales Tax Exemption for Construction	5
Section 2.05.    Redevelopment Schedule	7
Section 2.06.    Design and Construction of Public Improvements	8
Section 2.07.    Design Criteria and Review Procedures for Private Improvements	8
Section 2.08.    Construction and Maintenance of the Project	9
Section 2.09.    Permitted Uses	9
Section 2.10.    Certificate of Substantial Completion	9
<b>ARTICLE 3: FUNDING FOR PUBLIC IMPROVEMENTS</b>	<b>10</b>
Section 3.01.    Funding for Off-Site Sewer Improvements	10
Section 3.02.    Completion of Public Improvements	10
Section 3.03.    Compliance with Laws	10
<b>ARTICLE 4: PROJECT CONTROL AND OPERATIONS</b>	<b>10</b>
Section 4.01.    Tenant Approvals	10
Section 4.02.    Sale or Disposition of Project Property	10
Section 4.03.    Compliance with Laws	12
Section 4.04.    Assignment of Developer’s Obligations	12
Section 4.05.    Transfer of Interests in Developer – City Approval	12
<b>ARTICLE 5: GENERAL COVENANTS</b>	<b>13</b>
Section 5.01.    Indemnification	13
Section 5.02.    Breach-Compliance	14
Section 5.03.    Excusable Delays	15
Section 5.04.    Notice	15
Section 5.05.    Modification	16
Section 5.06.    Effective Date	16
Section 5.07.    Recording	16
Section 5.08.    Applicable Law	16
Section 5.09.    Covenant Running With the Land	16
Section 5.10.    Administrative Costs and Expenses	16
Section 5.11.    Validity and Severability	17
Section 5.12.    Time and Performance are of the Essence	17
Section 5.13.    City’s Legislative Powers	17
Section 5.14.    Disputes between Private Parties and Affiliated Entities	17
Section 5.15.    Approvals by City	18
Section 5.16.    Electronic Storage	18



## **LIST OF EXHIBITS**

<b><u>Exhibit A</u></b>	Legal Description of Redevelopment Area and Redevelopment Project Area
<b><u>Exhibit B</u></b>	Map of Redevelopment Area and Redevelopment Project Area
<b><u>Exhibit C</u></b>	Private Improvements
<b><u>Exhibit D</u></b>	Public Improvements
<b><u>Exhibit E</u></b>	Redevelopment Schedule
<b><u>Exhibit F</u></b>	Certificate of Substantial Completion
<b><u>Exhibit G</u></b>	Form of Assignment Agreement



## REDEVELOPMENT CONTRACT

**THIS REDEVELOPMENT CONTRACT** (the “**Contract**”) is made and entered into as of the \_\_\_\_ day of September, 2019 (the “**Effective Date**”), by and between THE CITY OF LEE’S SUMMIT, MISSOURI (“**City**”), and LEE’S SUMMIT SENIOR COMMUNITY, LLC, a Missouri limited liability company, the developer selected by the City (“**Developer**”) to implement its plan of redevelopment as more fully described herein.

### RECITALS

1. On June 26, 2019, the Land Clearance for Redevelopment Authority of Lee’s Summit, Missouri (the “**LCRA**”), recommended that the City approve the LCRA Redevelopment Plan for the Princeton Redevelopment Area (the “**LCRA Plan**” or the “**Plan**”). On July 16, 2019, the City Council of the City (the “**City Council**”) approved the LCRA Redevelopment Plan through the adoption of Ordinance No. 8675 pursuant to the Land Clearance for Redevelopment Authority Act set forth in Sections 99.400 through 99.715 of the Revised Statutes of Missouri (the “**LCRA Act**”).

2. Pursuant to Ordinance No. 6551 which was adopted on December 13, 2007, the City Council determined that the Redevelopment Area is a Blighted Area as that term is defined in the Real Property Tax Increment Allocation Redevelopment Act Sections 99.800 to 99.865, RSMo (the “**TIF Act**”). Ordinance No. 8675 re-affirmed that prior blight finding, and made the same blight finding for the project under the LCRA Act.

4. Pursuant to Ordinance No. 8675, the City Council made several factual findings as it related to implementation of the LCRA Plan and that the LCRA Plan meets the other applicable requirements of the LCRA Act. Ordinances No. 8675 also selected Developer as the developer of record to implement the Plan, and authorized City to enter into a contract with such party as the developer for the implementation of the Plan.

5. The LCRA Plan calls for the construction of the Redevelopment Project which will by “The Princeton” which will contain approximately 153 units which will consist of 91 independent living units, 44 assisted living units, and 18 memory care units.

### AGREEMENT

Now, therefore, for and in consideration of the premises, and the mutual covenants herein contained, City and Developer agree as follows:

#### ARTICLE 1: RULES OF INTERPRETATION AND DEFINITIONS

**Section 1.01. Rules of Interpretation.** Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Contract:

A. The terms defined in this Contract which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 6.05** of this Contract.

B. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular provision of this Contract.



Section, subsection and exhibit references are to this Contract unless otherwise specified. Whenever an item or items are listed after the words “including” and/or “include(s)”, such listing is not intended to be a listing that excludes items not listed.

C. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, limited liability companies, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

D. The table of contents, captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Contract.

**Section 1.02. Definitions.** All capitalized words or terms used in this Contract that are not otherwise defined in this Contract but are defined in the Incentive Plans shall have the meaning ascribed to them in the Incentive Plans. In addition thereto and in addition to words and terms defined elsewhere in this Contract, the following words and terms shall have the meanings ascribed to them in this **Section 1.02** unless the context in which such words and terms are used clearly requires otherwise.

“**Act**” means the LCRA Act.

“**Action**” shall have the meaning set forth in **Section 6.01**.

“**Administrative Costs**” means all documented costs and expenses reasonably incurred by the City, and to be paid for as provided in **Section 6.11**, for planning, legal, financial, auditing, administrative and other costs associated with the review, consideration, approval and implementation of the Plan and this Contract, including all documented in-house legal costs, all cost certifications as set forth in **Section 2.04**, and all consultants costs engaged by the City.

“**Affiliate**” means any person, entity or group of persons or entities which controls a party, which a party controls or which is under common control with a party. As used herein, the term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

“**Assignment Agreement**” shall have the meaning set forth in **Section 5.03**.

“**Blighted Area**” shall have the meaning set forth for such term in the LCRA Act.

“**Certification Application**” shall have the meaning set forth in **Section 4.03**.

“**City**” means the City of Lee’s Summit, Missouri.

“**City Council**” means the governing body of Lee’s Summit, Missouri.

“**City Engineer**” means the city engineer of Lee’s Summit, Missouri.

“**City Manager**” means the City Manager of Lee’s Summit, Missouri.

“**City Treasurer**” means the Finance Director of Lee’s Summit, Missouri.



**“Construction Contract”** means each contract between the Developer and any Construction Contractor for the construction of the Private Improvements on behalf of the City.

**“Construction Contractor”** means \_\_\_\_\_, its successor and assigns, or any other construction contractor chosen by Developer to construct all or any portion of the Project Improvements.

**“Construction Period”** means the period of time from the execution of this Contract to the date that the City issues the final certificate of occupancy for the Project.

**“County”** means Jackson County, Missouri.

**“County Assessor”** means the assessor of Jackson County, Missouri.

**“County Collector”** means the collector of Jackson County, Missouri.

**“Deposit Sum”** shall have the meaning set forth in **Section 3.01**.

**“Design and Construction Manual”** means the Lee’s Summit Design and Construction Manual which is adopted by ordinance, as such document may be amended by the City.

**“Developer”** means Lee’s Summit Senior Community, LLC, its successors and assigns.

**“Developer Controlled Improvements”** shall have the meaning set forth in **Section 2.08**.

**“Excusable Delay”** shall have the meaning set forth in **Section 6.02**.

**“Financing Plan”** shall have the meaning set forth in **Section 3.05**.

**“Indemnified Party” or “Indemnified Parties”** shall have the meaning set forth in **Section 6.01**.

**“Land Use Approvals”** means those approvals required pursuant to the UDO and those ordinances approving the Preliminary Development Plan and all other subsequent zoning approvals which are required for the construction of the Redevelopment Project.

**“LCRA”** means the City of Lee’s Summit Land Clearance for Redevelopment Authority, which exercises its powers and authority through its Board of Commissioners.

**“LCRA Plan”** shall have the meaning assigned in the Recitals on Page 1.

**“Lease” or “Lease Agreement”** means the lease agreement between the City, as “Lessor,” and Developer, as the “Company” and lessee (as such terms are defined in such lease), to implement the LCRA Plan and the sales tax exemption provided through the LCRA Plan.

**“Legal Requirements”** means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence and specifically including but not limited to all ordinances, rules and regulations of the City, such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and City’s Design and Construction Manual (Ordinance No. 3719).



**“Materials”** means construction materials and supplies necessary for and used in the construction of the Project Improvements and all fixtures and supplies necessary for the completion of and operation of the Project Improvements acquired during construction.

**“Off-Site Sewer Improvements”** shall have the meaning assigned in **Section 3.01**.

**“On-Site Sewer Improvements”** shall have the meaning set forth in **Exhibit D**.

**“Ordinance”** means an ordinance enacted by the City Council.

**“Preliminary Development Plan”** means the Preliminary Development Plan located in District CP-2 that was approved by Ordinance No. 8612 on April 9, 2019, and as such plan may be modified or amended pursuant to the requirements of the UDO.

**“Private Investment”** shall have the meaning set forth in **Section 4.07**.

**“Project”** means all of the development work contemplated to be undertaken by Developer within the Redevelopment Project Area pursuant to the LCRA Plan and this Contract.

**“Project Improvements”** means the Private Improvements and the Public Improvements which are constructed by or at the direction of Developer. The Project Improvements do not include the Off-Site Sewer Improvements that are constructed by or at the direction of the City.

**“Property”** means all of the property within the Redevelopment Area as legally described in **Exhibit A**.

**“Private Improvements”** shall mean those improvements set forth in **Exhibit E**.

**“Public Improvements”** means the Water Improvements, the On-Site Sewer Improvements and the Transportation Improvements.

**“Public Improvement Plans”** means the Public Improvements as set forth in the official plans submitted to and approved by the City related to the Project.

**“Purchasing Agents”** shall have the meaning set forth in **Section 2.04**.

**“Redevelopment Area”** means the approximately 37-acre area that is legally described in **Exhibit A** and depicted in **Exhibit B**.

**“Redevelopment Project”** means the Work to be undertaken by Developer within the Redevelopment Project Area.

**“Redevelopment Project Area”** means the approximately 13-acre area that is legally described in **Exhibit A** and depicted in **Exhibit B**.

**“Redevelopment Schedule”** shall have the meaning set forth in **Section 2.05**.

**“Related Entity”** means any entity in which the ownership or membership of such entity is controlled by Developer or the owners of a majority of the interests in Developer. For purposes of this definition, “control” shall mean the power to direct or cause the direction of the management or policies of such entity.



**“Restricted Entity”** shall have the meaning set forth in **Section 5.03**.

**“Restricted Period”** shall have the meaning set forth in **Section 5.03**.

**“Taxing Districts”** means any political subdivision of this state having the power to levy taxes on sales or property in the Redevelopment Project Area.

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

**“UDO”** means the City’s Unified Development Ordinance as set forth in Chapter 33 of the City Code.

**“Work”** means all work, including, but not limited to, demolition, site preparation, development, design, engineering and construction, necessary to prepare the Property and to construct the Project.

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

## **ARTICLE 2: THE REDEVELOPMENT PROJECT**

**Section 2.01. Redevelopment Area.** The LCRA Plan covers the entire Redevelopment Area, although Developer’s Work that will be undertaken pursuant to this Contract is limited to the Redevelopment Project Area. The Parties agree that the scope of this Contract covers only the Redevelopment Project Area, and if Developer or any other party seek to develop any remaining portion of the Redevelopment Area, and if any incentives are requested for such additional development pursuant to the LCRA Plan, such incentives will be address by a separate contract or by an amendment to this Contract, as appropriate.

**Section 2.02. Redevelopment Project Area.** The Redevelopment Project Area will be developed by Developer in one phase. The Redevelopment Project Area may only be changed, modified or amended in accordance with the LCRA Act. If the Redevelopment Project Area is amended, the parties acknowledge that a corresponding amendment to the LCRA Plan may be necessary.

**Section 2.03. Project Improvements.** In accordance with the LCRA Act and the terms and conditions of this Contract, to ameliorate or satisfy those conditions which are the basis for eligibility and designation of the Redevelopment Area as a Blighted Area and otherwise eligible as a redevelopment area under the Acts, Developer shall use best commercially reasonable efforts to cause the Redevelopment Project Area to be redeveloped through the construction of the Project Improvements. Developer shall construct, or cause to be constructed, all Project Improvements with private funds, which will be derived from a combination of Developer’s equity, assets contributed, or equity investment provided by third parties, and debt incurred by Developer or third parties. The City’s role in the funding for the project shall consist solely of providing the sales tax exemption through the LCRA Plan and this Contract, implementation of the escrowed funds as set forth in **Article 3**, and paying for any cost overruns that result from construction of the Off-Site Sewer Improvements.

### **Section 2.04. Lease Agreement and Sales Tax Exemption for Construction.**

A. Lease. Developer will transfer fee title to the Property to the City to implement the incentives provided by the LCRA Plan. The City and Developer will coordinate on the schedule for this transaction. Simultaneously with this Contract, or at such other time as deemed appropriate by agreement



of the Parties, the City and Developer will enter into the Lease which will provide the terms for acquisition of the Property by the City from Developer and the lease of the Property back to Developer for the effective period of the Lease, which duration will generally coincide with the Construction Period for the Project.

B. Rent. Pursuant to the terms of the Lease, and as such additional capitalized terms used in this paragraph are defined in the Lease, Developer shall pay as annual “Basic Rent” an amount equal to the real property taxes that would be collected from the Redevelopment Project Area assuming Developer continued to own the Property during the Lease term and assuming the market value of the Property is fixed at \$24,704 as assigned by the Jackson County Assessor to the Property for calendar year 2019. Further, Developer will pay as “Additional Rent” such additional amounts as may be charged pursuant to the terms of the Lease. The Basic Rent and the Additional Rent, when paid to the City, will be disbursed to the Taxing Districts in the same manner and in the same proportions as real property taxes would be distributed by the County to the Taxing Districts that have jurisdiction within the Redevelopment Project Area. The provisions of this paragraph and the corresponding provisions of the Lease, and the amounts of rent as established in such documents, shall apply to the Property regardless of the actual market value that may be assigned to the Property by the County Assessor during the term of the Lease.

C. Construction Period. The Developer shall enter into all Construction Contracts with the Construction Contractors for the construction of the Project Improvements on behalf of the City and all contractors purchasing Materials for the Project on behalf of the City (the “**Purchasing Agents**”). The Developer shall cause each Construction Contract and contracts with Purchasing Agents to include provisions satisfactory to the City:

1. necessary to assure that the Construction Contractor and Purchasing Agent includes in contracts with the Suppliers that sell the Materials necessary for the construction of the Project Improvements: (a) a provision acknowledging that title to the Materials shall pass directly to the City from the Supplier, but only after the Materials have been inspected and accepted by the Construction Contractor or Developer, acting as the agents of the City; and (b) a provision that requires Suppliers to properly submit detailed invoices for Materials for review and approval to the Developer and the City or the City’s designee;

2. stating that the invoices for Materials must reflect that the Developer or the Construction Contractor is purchasing the Materials on behalf of the City as the City's agent or subagent, respectively;

3. requiring that the Developer and the Construction Contractor keep full and complete records of the Materials purchased on behalf of the City, and providing that the Developer and the City shall each have reasonable access to those records, as may be necessary or desirable to ascertain that the Materials are, in fact, being acquired in accordance with this Contract;

4. providing that all Work performed under such contracts shall be in accordance with the LCRA Plan and this Contract; and

5. providing that the Developer, Purchasing Agents and the Construction Contractor acknowledge and affirm that they are each buying the Materials on behalf of, and as agent or subagent, respectively, for the City, and that the Purchasing Agents and Construction Contractor further acknowledge and affirm that any such Materials purchased are the sole property of the City.

D. Agent. The City appoints and confirms the appointment of the Developer as its agent to purchase the Materials for and on behalf of the City pursuant to power and authority delegated to the



City by the LCRA. The Developer has the right to make the Construction Contractor and each Purchasing Agent a subagent for the purchase of the Materials and, accordingly, Developer appoints the Construction Contractor and each Purchasing Agent as a subagent for the City for the limited purpose of purchasing the Materials. The City and the Developer confirm that the Construction Contractor and each Purchasing Agent is authorized to appoint its subcontractors as subagents of the City for the limited purpose of purchasing Materials. The City will provide its sales tax exemption certificate to Developer, Purchasing Agents and Construction Contractor for purposes of purchasing the Materials. Notwithstanding anything in this Contract to the contrary, the Developer acknowledges that the City makes no representation or warranty with respect to any sales tax exemption during the Construction Period. In the event that the City's tax exempt status is reduced or eliminated, or City is otherwise unable to effectively extend sales tax exemption due to: (i) a change in federal or State law as to the purchase of all or any Materials used for construction of the Project Improvements and/or operation of the Project Improvements; or (ii) a lawsuit or administrative proceeding challenging the validity or legality of the sales tax exemption granted by the City during the Construction Period and which results in a determination by a court of competent jurisdiction or by a federal, state or local governing body or agency or department thereof that the sales tax exemption is invalid or illegal, then the Developer shall be fully responsible for payment of any sales or use taxes, interest, fees, charges, or penalties levied or imposed against the City or the LCRA. Developer shall indemnify, protect, defend and hold the City and the LCRA and their respective officers, elected officials, commissioners, agents and employees harmless from and against any and all sales or use taxes, interest, fees, charges, penalties, claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, resulting or arising from, or otherwise incurred in connection with, the loss of any sales tax exemption and/or any related lawsuit or administrative proceeding.

E. Title. Title to the Materials shall pass to the City directly from the Suppliers, but only after the Materials have been inspected and accepted by Developer acting as the agent of the City (or by the Construction Contractor or another person or entity acting as the Developer's subagent); thereafter title to the Materials shall remain in the City unless and until transferred, together with the City's title to the Property, and the Project Improvements, by the City pursuant to the Lease.

F. Enforcement of Warranties. The Developer, in its capacity as the agent of the City, is granted the right to make on behalf of the City, all warranty, indemnification or other claims to enforce any of the City's warranty rights related to the Materials. The Developer is assigned the benefits derived by the City from the actions of the Developer taken pursuant to this Section, insofar as such rights relate to the Materials.

G. Cost Certifications. As a material inducement for the City to enter into this Contract, the Developer shall pay, as part of the Administrative Costs, the costs and fees incurred by the City to review and cost certify the invoices for Materials submitted to the City, to ensure that the Materials are properly being purchased and used in the construction of the Project Improvements, all in accordance with this Contract.

## **Section 2.05.   Redevelopment Schedule.**

A. It is the intention of the parties that development activities for Redevelopment Project Area will be substantially commenced and completed on or before the dates set forth in **Exhibit E** attached hereto and incorporated herein by reference (the "**Redevelopment Schedule**"). Developer shall construct or cause to be constructed all Private Improvements, and all Public Improvements, and shall complete all other development-related activities including, but not necessarily limited to design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Redevelopment Schedule. Changes in the



development program contemplated by the Incentive Plans that require an amendment under the Acts, as reasonably determined by City, shall be processed in accordance with the Acts, and changes in the development program contemplated by the Incentive Plans that do not require an amendment under the Acts, as reasonably determined by City, may be made only by agreement of the parties hereto.

B. The parties hereto recognize and agree that market and other conditions may affect the Redevelopment Schedule. Therefore, the Redevelopment Schedule is subject to change and/or modification, with the written approval of City, which shall not be unreasonably withheld, upon a showing by Developer of changed market or other conditions.

C. Any amendment to the LCRA Plan that is approved by City as provided herein may require an amendment to the Redevelopment Schedule and the provisions of this Contract. City shall use reasonable efforts to expedite the approval of the Land Use Approvals; provided, however, that nothing herein shall constitute or be deemed to be a waiver by City or the City Council of its legislative authority.

D. If Developer does not comply with the Redevelopment Schedule as set forth above, then, unless Developer requests an amendment of such Redevelopment Schedule prior to such violation and any amendment of the Redevelopment Schedule is so approved by City, City may require Developer to appear before the City Council to show cause why this Contract and the Incentive Plans shall not be terminated in accordance with **Section 6.02** hereof.

**Section 2.06. Design and Construction of Public Improvements.** Developer shall cause all of the Public Improvements to be designed and constructed as follows:

A. The Public Improvements shall be constructed in accordance with all Legal Requirements and all additional requirements that the City shall impose pursuant to the City's Code of Ordinances and all applicable regulations and policies.

B. The Public Improvements shall be funded by Developer and designed and constructed by or at the direction of Developer. The Parties agree that the escrow arrangements in Article 3 do not apply to the Public Improvements and apply only to the Off-Site Sewer Improvements.

C. The Sewer Improvements shall be funded by Developer in accordance with the escrow requirement of Article 3 and constructed by or at the direction of the City.

D. The parties agree that the costs associated with relocating any existing utilities from any existing public or private easement or from any existing right-of-way, as a result of construction of the Public Improvements, shall be paid by Developer and are not the responsibility of City. The parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of construction of the Public Improvements, which are not paid by a utility company, shall be paid by Developer and are not the responsibility of City.

**Section 2.07. Design Criteria and Review Procedures for Private Improvements.**

A. The land uses allowed on the property and the design and configuration of the Redevelopment Project Area shall be controlled by the Preliminary Development Plan. The Preliminary Development Plan may be amended pursuant to the requirements of the UDO. It is the intention of the parties that the uses allowed by the City pursuant to approval of the Preliminary Development Plan, and the City's approval of any amendments thereto, shall control the land uses permitted in the Redevelopment Area pursuant to this Contract.



B. Construction plans for the Private Improvements shall conform to the Preliminary Development Plan.

**Section 2.08. Construction and Maintenance of the Project.**

A. Construction. Except as otherwise provided in this Contract or in the Lease, Developer shall have complete and exclusive control over construction of the Project Improvements that it owns or controls (the “**Developer Controlled Improvements**”), subject, however, to all Legal Requirements. Developer hereby grants to City, its agents and employees the right to enter the Redevelopment Area (but not private residences unless otherwise allowed pursuant to applicable laws) at reasonable times for the purpose of inspecting the Redevelopment Project.

B. Certificates of Occupancy. City shall not be obligated to issue any certificates of occupancy for structures within the Redevelopment Project Area until a certificate of substantial completion for all required Public Improvements has been issued by the City pursuant to the provisions of the Design and Construction Manual.

C. Maintenance and Repair. Developer, at its sole cost and expense, at all times shall (1) maintain and operate Developer Controlled Improvements in a first class manner, (2) timely make all necessary repairs to and replacements and restorations of all parts of the Developer Controlled Improvements, (3) keep the Developer Controlled Improvements in good condition, repair and appearance, and (4) maintain casualty insurance on the Developer Controlled Improvements in an amount equal to the full replacement value thereof and provide City with evidence of such insurance upon demand.

Developer shall use its best efforts to contractually obligate any tenant, purchaser, transferee, developer, manager, contractor or subcontractor to comply with the provisions of this **Section 2.07.C** for all portions of the Private Improvements. Developer shall enforce the provisions of this **Section 2.07.C** to the maximum extent permitted by law. Developer shall use its best efforts to enforce such contract rights.

D. Prevailing Wages. The Developer shall comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Developer, as applicable. Upon written request by the City, Developer shall provide or cause to be provided written proof that the requirements of this paragraph have been satisfied from and after the date that the Work has commenced. Developer shall indemnify the City for any damage resulting to it from failure of either the Developer or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws.

**Section 2.09. Permitted Uses.** Property within the Redevelopment Project Area may only be used as allowed by the Preliminary Development Plan.

**Section 2.10. Certificate of Substantial Completion.** Promptly after substantial completion of the Redevelopment Project in accordance with the provisions of this Contract, the Developer shall submit a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit G**. The City agent or employee designated by the City to perform inspections shall, within thirty (30) days following City’s receipt of the Certificate of Substantial Completion, carry out such inspections necessary to verify to their reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. Upon acceptance of the Certificate of Substantial Completion, the Developer may record the Certificate of Substantial Completion with the Jackson County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer’s agreements and covenants to construct the Redevelopment Project.



## ARTICLE 3: FUNDING FOR PUBLIC IMPROVEMENTS

### Section 3.01. Funding for Off-Site Sewer Improvements.

A. Prior to the issuance of any building permits related to the Project contemplated by this Contract, Developer will deposit with Assured Quality Title the sum of \$1,311,000 (the “**Deposit Sum**”) to be held in escrow for the purpose of guaranteeing the construction, installation, and completion of those sewer improvements that are deemed necessary by the City to provide adequate sewer service to the Redevelopment Area as a whole (the “**Off-Site Sewer Improvements**”). Notwithstanding the foregoing, no deposit shall be required prior to the Parties entrance into a mutually agreeable escrow agreement with Assured Quality Title to handle the escrow arrangements for the Deposit Sum and draws on the funds to complete the Off-Site Sewer Improvements. The City and Developer further agree that the Deposit Sum shall be held by the City in an interest bearing account, and that the City shall retain the right to any accrued interest.

B. The Parties agree that the Deposit Sum is the aggregated estimate of probable costs for such improvements, and that the Deposit Sum shall guarantee the construction, installation and completion of the required Off-Site Sewer Improvements which serve the Redevelopment Area as a whole, regardless of the actual costs incurred by the City for such improvements. Developer’s total liability for any costs related to the Off-Site Sewer Improvements shall not exceed the Deposit Sum, regardless the final actual cost of Off-Site Sewer Improvements. The City shall fund any costs that exceed the Deposit Sum which are needed to complete the Off-Site Sewer Improvements.

C. The construction of the Off-Site Sewer Improvements shall be the responsibility of the City and shall occur on a schedule to be determined by the City. Completion of the Off-Site Sewer Improvements shall not delay the Project. Certificates of occupancy shall be issued by the City for the Project when Developer has met all of the normally-applicable requirements to receive such certificates in accordance with the requirements of the City Code, and the status of completion of the Off-Site Sewer Improvements by the City shall not serve to delay the issuance of any temporary or final certificates of occupancy for the Project.

**Section 3.02. Completion of Public Improvements.** The Developer guarantees that all Public Improvements will be funded, installed, constructed and completed in accordance with the Approved Public Improvement Plans and the ordinances of the City not later than **two years** after the date of this Contract (“**Completion Date**”).

**Section 3.03. Compliance with Laws.** Developer shall in all respects comply with all applicable Legal Requirements pertaining to the construction, completion, dedication and installation of the Public Improvements. This Article shall not be deemed to create any commitment by the City to accept any Public Improvement for dedication and maintenance until all such Legal Requirements have been satisfied.

## ARTICLE 4: PROJECT CONTROL AND OPERATIONS

**Section 4.01. Tenant Approvals.** Subject to the provisions of **Section 2.09**, Developer shall have complete and exclusive control over the leasing of property which it owns within the Redevelopment Project Area including, without limitation, the fixing of rentals and the selection or rejection of tenants.

### Section 4.02. Sale or Disposition of Project Property.

A. Sale of Property. During the Construction Period, other than the sale of the Property to a Related Entity that is obligated to manage and operate the Project and that agrees that any subsequent change



in the party granted the right to manage and operate such property may be made only with the prior written approval of City, no sale, transfer or other conveyance of any property in the Redevelopment Project Area may be made except with the prior written approval of City, which approval will not be unreasonably withheld. City's right of approval of any transferee shall be in force during the Construction Period. Without limiting the generality of the foregoing, City may require that any transferee demonstrate to City's reasonable satisfaction, that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the subject land use and the LCRA Plan as a whole. In addition, as a condition precedent to the transfer of any property interest within the boundaries of the Redevelopment Project Area to any transferee, Developer shall require the transferee to enter, and shall deliver to City an Assignment Agreement in the form attached as **Exhibit G** (the "**Assignment Agreement**"), with those modifications as requested by such transferee and acceptable to City. Upon execution of an Assignment Agreement, Developer shall be released from its obligations in this Contract relating to said transferred property. City shall exercise its right to approve or deny any proposed sale or transfer within thirty (30) days from the date of receipt of written notice from Developer. In the event City fails to act within said thirty (30) days, the proposed sale or other transfer shall be deemed approved.

B. Continuation of Rent Payments. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of Developer or any third party in the Redevelopment Project Area, the Lease rents shall continue, and such obligations shall inure to and be binding upon Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Contract.

C. Obligation to Ameliorate Existing Conditions. Developer's obligations pursuant to **Section 2.03** hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Contract.

D. Incorporation. The obligations and restrictions set forth in this Contract during the Construction Period shall be incorporated by reference into any deed or other instrument conveying an interest in real property during the Construction Period, other than a lease agreement, within the Redevelopment Project Area and shall provide that said obligations or restrictions shall constitute a benefit held by both Developer and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Project Area.

E. Restriction on Transfer to Tax-Exempt Entities. No sale, transfer or other conveyance of any property in the Redevelopment Project Area may be made to an entity that may claim exemption, or is exempt, from real property taxes for all or part of the property in the Redevelopment Project Area (a "**Restricted Entity**") during the Construction Period (the "**Restricted Period**") without the prior written approval of the City. In the event that Developer seeks to transfer any property in the Redevelopment Area to a Restricted Entity during the Restricted Period, such transfer may only occur upon the prior written approval of the City, which approval shall not be unreasonably withheld, and upon the prior execution of a separate agreement between the purchasing Restricted Entity and the City which provides for the annual payment of an amount equal to the Lease rents, notwithstanding the tax-exempt status of the transferee. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser, transferee or possessor thereof were originally a party to and bound by this Contract.



F. Notification to City of Transfer. During the Construction Period, Developer shall notify City in writing of any proposed sale or other transfer of any or all of the real property in the Redevelopment Project Area or any interest therein. Such notice shall be provided not less than thirty (30) days prior to the proposed effective date of the sale or other transfer in a manner as described in **Section 6.04** hereof and shall include a copy of the instrument effecting such sale or other disposition to enable City to confirm that the requirements set forth above in this **Section 5.03** hereof have been fulfilled.

**Section 4.03. Compliance with Laws.** Subject to Developer's rights to contest the same in any manner permitted by law, Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all Legal Requirements, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force or which may be enacted hereafter which pertain to the ownership, occupancy, use and operation of the Redevelopment Project and the Redevelopment Project Area.

**Section 4.04. Assignment of Developer's Obligations.**

A. Restriction on Assignments; Exception for Related Entities. The Developer represents that its undertakings pursuant to this Contract are for the purpose of redevelopment. Developer agrees that this Contract and the rights, duties and obligations hereunder may not and shall not be assigned by Developer during the Construction Period except upon terms and conditions agreeable to City; provided, however, nothing in this **Section 5.06** shall prevent the Developer from assigning, without the City's consent, all rights and/or obligations under this Contract to a Related Entity (as defined below), provided that prior to an assignment to a Related Entity the Developer furnishes City with the name of the Related Entity, together with a certification from Developer, and such other proof as City may reasonably request, that such assignee is a Related Entity of Developer. Any proposed transferee shall have all of the qualifications and financial responsibility, as determined by City in its sole discretion, necessary and adequate to fulfill the obligations of Developer, and, if the proposed transfer relates to a portion of the Redevelopment Project Area on which Project Improvements are under way, such obligations to the extent that they relate to such property. Any proposed transferee shall, utilizing the form Assignment Agreement, expressly for the benefit of City, assume all of the obligations of Developer under this Contract and agree to be subject to all the conditions and restrictions to which Developer is subject. Upon approval of the Assignment Agreement by City as set forth herein, Developer shall be released from such obligations accruing after the date of such assignment.

B. Collateral Assignment of Payments. Developer may collaterally assign or pledge the Redevelopment Project Area by providing City with notice of any such assignment or pledge, and such assignment shall be in a form as approved by the City Attorney. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract and such assignment shall in no way be deemed an amendment or modification of this Contract.

**Section 4.05. Transfer of Interests in Developer – City Approval.**

A. During the Construction Period, Developer shall, prior to the sale, conveyance, merger or other transfer of any interest in Developer (including without limitation any stock if Developer is a corporation or membership interests if Developer is a limited liability company, and any transfers by operation of law), deliver to City a request for approval of such transfer, and no such transfer shall be permitted except with the prior approval of City; provided, however, that the members, partners or shareholders of Developer as of the Effective Date, shall have the right to transfer, in one or more transactions, up to a cumulative total of one hundred percent (100%) of the ownership interest in Developer, without City's consent, to a Related Entity.

B. Upon submission by Developer of any request for transfer to City during the Construction Period, City shall have the right to request such documentation and information as City shall determine to be



necessary or desirable to determine whether such transfer is acceptable to City. Any purported transfer by Developer or any party owning any interest in Developer of any interest without the consent of City shall be null and void. In addition, City may require Developer, as a condition precedent to the transfer of any interests in Developer, to require the transferee to enter into an Assignment Agreement with the City in substantial compliance with the form attached as **Exhibit G**, obligating the transferee to comply with the requirements of the LCRA Plan and the obligations in this Contract relating to the property. Notwithstanding the foregoing, Developer or Developer's members, or any one of them, may, without notice to or approval of City, transfer interests in Developer to any Affiliate of such member, if such transfer does not result in a material change in the controlling interests of Developer.

## **ARTICLE 5: GENERAL COVENANTS**

### **Section 5.01. Indemnification.**

A. Developer shall indemnify, protect, defend and hold City and its officers, directors, members, commissioners, employees and agents (collectively, the "**Indemnified Parties**" or, individually, an "**Indemnified Party**") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Contract and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Area or a portion thereof and the Project Improvements.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which Developer may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Developer of the occurrence of such event, but the failure to notify Developer will not relieve Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Developer, utilizing counsel of Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Developer asserting Developer's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Developer for payment and, within thirty (30) business days after such submission, Developer shall transfer to the Indemnified Party sufficient funds to pay such bills. Developer acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

C. An Indemnified Party shall submit to Developer any settlement proposal that the Indemnified Party shall receive. Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Developer consents to such settlement. Neither Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

D. Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Contract imposed upon Developer in order to induce City to enter into this Contract. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the



rights to indemnification created by, or provided pursuant to, this Contract. If such court action is successful, the Indemnified Party shall be reimbursed by Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

E. The right to indemnification set forth in this Contract shall survive the termination of this Contract and the Redevelopment Project Area as a development area.

#### **Section 5.02. Breach-Compliance.**

A. If Developer or City does not comply with provisions of this Contract, including provisions of the LCRA Plan pertaining to the Redevelopment Project Area, within the time limits and in the manner for the completion of the Redevelopment Project as therein stated, except for any extensions or waivers described herein and Excusable Delays, in that Developer or City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Contract or the LCRA Act, and if, within thirty (30) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period (but in any event if the defaulting party shall not have cured such default within one hundred twenty (120) days), then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default. Such proceedings may include, but are not limited to, proceedings to compel specific performance by the party in default of its obligations and, in the case of default by Developer, City is granted the right to terminate this Contract, the right to apply any deposit or other funds submitted by Developer to City in payment of the damages suffered by it to such extent as is necessary to protect City from loss or to ensure that the LCRA Plan and the Redevelopment Project are fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Substantial Completion. Notwithstanding anything contained in the foregoing, any member of the Company shall have the same rights, but not the obligation, to cure any breach.

B. If any action is instituted by either party hereunder, the nonprevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Contract.

C. The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

D. Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Contract), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of contract.

E. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect, to the particular default except to the extent specifically waived.



F. In no event shall City be obligated to certify any Reimbursable Project Costs, approve any Certification Application or Draw Certificate or reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer at any time while any default by Developer has occurred, or any event that, with the passage of time or the giving of notice or both, will ripen into or constitute a default hereunder. The City shall notify Developer if this Section is being relied upon to withhold disbursement.

G. Notwithstanding anything to the contrary herein, Developer agrees that in the event of any default by City under this Contract, it will not bring any action or suit to recover damages against City or any officer, director, commissioner, member, employee, or agent of any of them, except that this **Section 5.02.G** shall not prevent the award of attorneys' fees under **Section 5.02.B** hereof in the event of a default by City under this Contract. Actions brought in equity or which otherwise do not seek to recover damages are not precluded by this Section.

### **Section 5.03. Excusable Delays.**

A. The parties understand and agree that Developer shall not be deemed to be in default of this Contract because of an "**Excusable Delay**" (as herein defined). For purposes of this Contract, the term "**Excusable Delay**" shall mean any delay beyond the reasonable control of Developer, caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with construction of the Work or any portion thereof, the Developer's inability to secure acceptable financing for the development despite the Developer's commercially reasonable efforts, unavailability of labor or other labor/contractor disputes outside the reasonable control of the Developer, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of the Project in accordance with this Contract, which in fact prevents the Developer from discharging its obligations hereunder.

B. With the approval of City, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. Developer may be granted such extensions upon presentation of reasonable evidence and/or documentation of the periods of such Excusable Delays. Nothing herein shall excuse Developer from any obligation to pay money hereunder, nor shall this Section excuse Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except if financing commitments obtained by Developer and approved by City as provided in this Contract are not fulfilled by the party issuing such commitment through no fault of Developer, in which case Developer shall be entitled to additional time not to exceed ninety (90) days to obtain new financing commitments to be approved by City in the same manner as provided herein for the initial financing commitments. Notwithstanding the foregoing, in no event shall such Excusable Delays entitle Developer to a certificate of occupancy for any structure located within the Redevelopment Project Area until a certificate of substantial completion for the Public Improvements has been issued by City pursuant to the provisions of the Design and Construction Manual.

**Section 5.04. Notice.** Any notice required by this Contract shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to City shall be addressed to:

City Manager  
Lee's Summit City Hall

Any notice to Developer shall be addressed to:

Lee's Summit Senior Community,  
LLC



220 SE Green Street  
Lee's Summit, MO 64063

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

With a copy to:

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

With a copy to:

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

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

**Section 5.05. Modification.** The terms, conditions, and provisions of this Contract and of the LCRA Plan can be neither modified nor eliminated except in writing and by mutual agreement between City and Developer. Any modification to this Contract as approved shall be attached hereto and incorporated herein by reference.

**Section 5.06. Effective Date.** This Contract shall become effective on the Effective Date and shall remain in full force and effect until the end of the Construction Period.

**Section 5.07. Recording.** Upon full execution by City and Developer, a Memorandum of this Contract (using the legal description for the Redevelopment Project Area) shall be recorded by City, at Developer's expense, in the Office of the Recorder of Deeds for Jackson County, Missouri.

**Section 5.08. Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 5.09. Covenant Running With the Land.** The provisions of this Contract shall be covenants running with the land and shall remain in effect until termination. They shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, City, its successors and assigns, against Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property or any part thereof.

**Section 5.10. Administrative Costs and Expenses.**

A. Termination of Funding Agreement. The Developer has previously advanced, pursuant to a Funding Agreement between the City and the Developer dated June 26, 2019 ("the **Funding Agreement**"), certain funds for Administrative Costs. Within thirty (30) days after execution of this Contract, the City shall submit final invoices which will be paid by Developer, along with the payment of any other outstanding invoices, pursuant to the terms of the Funding Agreement. All such invoiced amounts shall be paid first from the existing advanced funds and thereafter by the Developer directly to the extent that invoiced amounts exceed the existing advanced funds. After final payment of all outstanding invoices is made by Developer under the Funding Agreement, the Funding Agreement shall be terminated, and any funds remaining on deposit with the City pursuant to the Funding Agreement shall be used by the City in accordance with paragraph B of this Section.



B. **Initial Deposit.** In addition to the Administrative Costs paid under the Funding Agreement, the City shall also be reimbursed for all other Administrative Costs incurred in connection with the Plans and this Contract. Upon termination of the Funding Agreement, the City shall deposit the funds remaining on deposit with the City pursuant to the Funding Agreement in a separate, segregated account of the City (the “**Advanced Funds Account**”), and, if such amount is less than \$5,000, then Developer shall make a payment to the City (all amounts in the Advanced Funds Account are the “**Advanced Funds**”) so that the initial amount on deposit in the Advanced Funds Account, together with funds remaining from the Funding Agreement, is \$5,000. If there are no funds on deposit with the City pursuant to the Funding Agreement on the Effective Date, then the Developer shall advance the sum of \$5,000 to the City as Advanced Funds for deposit in the Advanced Funds Account. If there are more funds on deposit with the City pursuant to the Funding Agreement than what is necessary to advance the sum of \$5,000 to the City as Advanced Funds for deposit in the Advanced Funds Account, then the City shall promptly refund such excess amount to the Developer. The City may invest the Advanced Funds in the same manner as other funds of the City are invested, and interest earnings shall remain in the Advanced Funds Account.

C. **Payment of Administrative Costs.** All Advanced Funds shall be used to pay Administrative Costs. The City shall submit to the Developer an itemized statement of actual payments made from the Advanced Funds Account for such expenses on a regular periodic basis, but no more often than monthly and no less often than quarterly. Developer shall replenish the Advanced Funds Account so that it maintains a balance of \$5,000 during the effective period of this Contract. At the termination of this Contract and after the payment of all final Administrative Costs, all funds remaining in the Advanced Funds Account shall be returned to Developer.

**Section 5.11. Validity and Severability.** It is the intention of the parties hereto that the provisions of this Contract shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Contract. Accordingly, if any provision of this Contract shall be deemed invalid or unenforceable in whole or in part, this Contract shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Contract in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Contract by reference; however, in the event of any conflict between any exhibit and the text of the Contract, the text of the Contract shall prevail.

**Section 5.12. Time and Performance are of the Essence.** Time and exact performance are of the essence of this Contract.

**Section 5.13. City’s Legislative Powers.** Notwithstanding any other provisions in this Contract, nothing herein shall be deemed to usurp the governmental authority or police powers of City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Contract.

**Section 5.14. Disputes between Private Parties and Affiliated Entities.** In the event of a dispute regarding the rights, duties and obligations of any of the private parties that are associated with developing the Redevelopment Area, including any disputes between or among Developer, Related Entities and such parties’ lenders, the City shall have no obligation to resolve such disputes, and the private parties that are connected with such dispute shall independently resolve their issues. In the event that the City is requested to take any action associated with the implementation of the LCRA Plan or development of the Redevelopment Area, and another private party that is Developer, a Related Entity of Developer, a lender, or another private party that has a colorable right under this Contract, contests or challenges the City’s right



to take such action, the City may decline to take such action until such time as the dispute between the appropriate parties is resolved to the City's satisfaction.

**Section 5.15. Approvals by City.** Unless specifically provided to the contrary herein, all approvals or consents of the City may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager, in his/her discretion, may seek the advice, consent or approval of the City Council for any action that requires consent or approval by the City Manager pursuant to this Contract.

**Section 5.16. Electronic Storage.** The Parties agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

*[Remainder of the page intentionally left blank]*



IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

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

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

[SEAL]

ATTEST:

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

STATE OF MISSOURI     )  
                                      )   ss.  
COUNTY OF JACKSON    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, City Manager of the City of Lee's Summit, Missouri, a city duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

[SEAL]

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

My Commission Expires:

\_\_\_\_\_



**LEE'S SUMMIT SENIOR COMMUNITY,  
LLC**

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

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public, appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the Manager of Lee's Summit Senior Community, LLC, and is authorized to sign documents on behalf of said entity and that said instrument was signed on behalf of said entity by authority of its Articles of Organization and acknowledged said instrument to be the free act and deed of said company.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



## EXHIBIT A

### LEGAL DESCRIPTION OF REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT AREA

#### REDEVELOPMENT AREA

All of the Southwest Quarter (SW¼) of Section Ten (10), Township Forty-seven (47), Range Thirty-one (31) in LEE'S SUMMIT, JACKSON County, Missouri lying between the South Right of way line of U.S. Highway 50 and the following described line; beginning at a point of the West line of said Southwest Quarter (SW¼) that is 1008.2 feet South of the Northwest corner thereof, said point being 900 feet South of the center-line of the East bound or South traffic lane of said Highway 50; thence East parallel with said center-line to the East line of said Southwest Quarter (SW¼) EXCEPT all right, title and interest over and across all that part of defendants' real property and real property rights and interest in a tract of land located in the North Half (N½) of the Southwest Quarter (SW¼) of Section Ten (10), Township Forty-seven (47) North, Range Thirty-one (31) West in LEE'S SUMMIT, JACKSON County, Missouri, lying within the widths on the right or Southerly side of the following described Eastbound Route 50 Improvement centerline, to wit: Beginning with a width of 274.3 meters (900 feet) at Station 24+219.758; thence an even width of 274.3 Meters (900 feet) to Station 24+234.8; thence decreasing uniformly to a width of 248.4 Meters (815 feet) at Station 24+240.4; thence decreasing uniformly to a width of 212 Meters (696 feet) at Station 24+248.7; thence decreasing uniformly to a width of 196.6 Meters (645 feet) at Station 24+282.8; thence decreasing uniformly to a width of 190 Meters (623 feet) at Station 24+300; thence decreasing uniformly to a width of 55 Meters (181 feet) at Station 24+525; thence an even width of 55 Meters (181 feet) to Station 24+600; thence decreasing uniformly to a width of 43 Meters (141 feet) at Station 24+650; thence an even width of 43 Meters (141 feet) to Station 24+925; thence increasing uniformly to a width of 45 Meters (148 feet) at Station 24+947; thence decreasing uniformly to a width of 39.1 Meters (128 feet) at Station 24+975.

#### REDEVELOPMENT PROJECT AREA

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

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



## EXHIBIT B

### MAP OF REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT AREA



Note: Redevelopment Area is red and Redevelopment Project Area is blue.



## **EXHIBIT C**

### **PRIVATE IMPROVEMENTS**

Land acquisition, preparation of public improvements, site preparation, and the construction of private improvements consisting of “The Princeton” senior living community consisting of a 3-story independent living facility, 1-story memory care facility, and 1-story assisted living facility which will contain approximately 153 units which will consist of 91 independent living units, 44 assisted living units, and 18 memory care units.

The foregoing description of the Private Improvements is based on the Preliminary Development Plan approved by the City for the Redevelopment Project Area as of the Effective Date of this Contract and is subject to change based on changes to the Private Improvements approved in any amendment to the Preliminary Development Plan, as the same may be amended from time to time.



## **EXHIBIT D**

### **PUBLIC IMPROVEMENTS**

The requirements of Exhibit D shall not exceed or be interpreted to exceed those set forth in the Public Improvements Plans.

#### **Water Improvements**

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

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

The sanitary sewer improvements that will be constructed by Developer within the boundaries of the Redevelopment Project Area as required by the City's Code of Ordinances.

#### **Transportation Improvements**

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



**EXHIBIT E**  
**REDEVELOPMENT SCHEDULE**

<b>EVENT</b>	<b>ESTIMATED COMMENCEMENT</b>	<b>ESTIMATED COMPLETION</b>
Site Preparation	3 <sup>rd</sup> Quarter of 2019	
Public Improvements	[Developer to complete table]	
Private Improvements		

The above schedule is the Developer's estimate based on information available on the Effective Date of this Contract. Developer may commence construction activities earlier than the dates set forth in this Redevelopment Schedule.



## EXHIBIT F

### CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Lee's Summit Senior Community, LLC (the "**Developer**"), pursuant to that certain Redevelopment Contract dated as of \_\_\_\_, 2019, between the City of Lee's Summit, Missouri (the "**City**") and the Developer (the "**Contract**"), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, 20\_\_\_\_, the Redevelopment Project (as such term is defined in the Contract) has been substantially completed in accordance with the Contract.
2. The Redevelopment Project has been substantially completed in a good and workmanlike manner.
3. Lien waivers for the Public Improvements have been obtained.
4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein, certifying that the Redevelopment Project has been substantially completed in accordance with the Contract.
5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Contract to evidence the Developer's satisfaction of all obligations and covenants with respect to the Redevelopment Project.
6. The City's acceptance (below) or the City's failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate of Substantial Completion to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate of Substantial Completion with the Jackson County Recorder of Deeds, shall evidence the satisfaction of the Developer's agreements and covenants to construct the Redevelopment Project.

This Certificate of Substantial Completion shall be recorded in the office of the Jackson County Recorder of Deeds. This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Contract.



IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Lee's Summit Senior Community, LLC**  
a Missouri limited liability company

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

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

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

**ACCEPTED:**

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

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

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

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

[Insert Notary Form(s) and Legal Description]



## EXHIBIT G

### FORM OF ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and is made by and among Lee's Summit Senior Community, LLC ("Assignor"), \_\_\_\_\_, a \_\_\_\_\_ ("Assignee"), and the City of Lee's Summit, Missouri, a municipal corporation (the "City").

#### RECITALS

A. On July 16, 2019, the City Council by Ordinance No. 8675 approved the Redevelopment Plan for the Princeton Redevelopment Area (the "**Plan**").

B. On \_\_\_\_\_, 2019, the City and Assignor entered into a Redevelopment Contract that set forth the respective obligations and duties of the City and Assignor with respect to the implementation of the Plan (the "**Redevelopment Contract**").

C. Assignor now desires to enter into this Assignment to convey to Assignee its rights, interests, duties and obligations under the Redevelopment Contract, and Assignee has agreed to assume and perform all of Assignor's rights, duties, interest and obligations under the Redevelopment Contract.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Assignor, Assignee and the City as follows:

*Capitalized terms that are not defined in this Assignment shall have the meaning assigned to them in the Redevelopment Contract.*

1. Assignee acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Plan, the Ordinance that approved the Plan, the Redevelopment Contract and all other documents associated with the Plan that may be necessary for Assignee to make an informed decision regarding purchase of the Property with respect to the matters set forth in those documents and this Assignment Agreement.

2. The Assignor hereby assigns to the Assignee all of the Assignor's rights, duties, interests and obligations under the Plan, with respect to the Redevelopment Project Area, and the Redevelopment Contract.

3. Assignee acknowledges that the Property will be subject to the payment of rent under a Lease Agreement between the City and Developer dated \_\_\_\_\_, 2019. The obligation to make said Lease rent payments shall be a covenant running with the land.

5. Assignee acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the Property, Lease rents shall continue, and such obligations shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Contract. Assignee assumes the duty to notify any



purchaser, tenant, transferee or other possessor of the property its rights, duties and obligations under the Contract.

6. Assignee acknowledges that, for any subsequent conveyance, the City must be notified in writing of the proposed sale of the Property prior to the proposed effective date of the sale, which notification shall include a copy of the instrument affecting such sale. Assignee acknowledges that its purchase and any subsequent sale of the Property will be subject to any and all rights of the City or Developer, as are set forth in the Redevelopment Contract.

7. The Plan and the Redevelopment Contract shall inure to and be binding upon the successors and assigns of Developer, as to the Property, including Assignee, as if they were in every case specifically named and shall be construed as a covenant running with the land and shall be enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Assignment Agreement.

8. Assignee and the City acknowledge that, upon the full execution of this Assignment Agreement, Developer is hereby released from all its obligations under the Redevelopment Contract relating to the Property.

9. This Assignment Agreement shall be governed by the laws of the State of Missouri.

10. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Assignment and the transactions contemplated herein, except that Assignee shall pay for all expenses incurred by the City pursuant to the Redevelopment Contract.

[Remainder of this page intentionally left blank]



IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

Lee's Summit Senior Community, LLC

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

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

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

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF JACKSON        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Lee's Summit Senior Community, LLC, personally known by me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public

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

[SEAL]

My Commission Expires:

\_\_\_\_\_



**ASSIGNEE:**

\_\_\_\_\_

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

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, personally known by me to be the person who executed the within instrument on behalf of said \_\_\_\_\_ and acknowledged to me that he executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public

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

[SEAL]

My Commission Expires:

\_\_\_\_\_



**CITY:**

CITY OF LEE'S SUMMIT, MISSOURI

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

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

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

STATE OF MISSOURI )

)

ss:

COUNTY OF JACKSON )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did say that he/she is the City Manager of the City of Lee's Summit, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public

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

[SEAL]

My Commission Expires:

\_\_\_\_\_

# **LEASE AGREEMENT**

**BETWEEN**

**THE CITY OF LEE'S SUMMIT, MISSOURI,  
as Lessor**

**and**

**LEE'S SUMMIT SENIOR COMMUNITY, LLC,  
as Lessee**

\_\_\_\_\_

**For the  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
REDEVELOPMENT PLAN  
FOR THE PRINCETON REDEVELOPMENT AREA**

\_\_\_\_\_

\_\_\_\_\_, 2019



## **LEASE AGREEMENT**

### **TABLE OF CONTENTS**

Page

#### **ARTICLE I**

##### **DEFINITIONS**

Section 1.1.	Definitions of Words and Terms.....	2
Section 1.2.	Rules of Interpretation .....	3
Section 1.3.	Acceptance of Redevelopment Contract.....	3

#### **ARTICLE II**

##### **REPRESENTATIONS**

Section 2.1.	Representations by the City .....	4
Section 2.2.	Representations by the Company.....	5

#### **ARTICLE III**

##### **GRANTING PROVISIONS**

Section 3.1.	Granting of Leasehold Estate.....	5
Section 3.2.	Lease Term .....	6
Section 3.3.	Possession and Use of the Project.....	6
Section 3.4.	Title to the Project.....	6

#### **ARTICLE IV**

##### **CONSTRUCTION AND IMPROVEMENT OF THE PROJECT**

Section 4.1.	Construction and Improvement of the Project .....	6
Section 4.2.	Payment for Project Costs.....	7
Section 4.3.	Establishment of Completion Date .....	7
Section 4.4.	Project Property of City .....	7
Section 4.5.	Non-Project Improvements, Machinery and Equipment Property of the Company .....	8
Section 4.6.	Environmental Matters. ....	8

#### **ARTICLE V**

##### **RENT PROVISIONS**

Section 5.1.	Basic Rent .....	8
Section 5.2.	Additional Rent.....	9
Section 5.3.	Additional Rent Following Cessation of Construction. ....	9
Section 5.3.	Obligations of Company Absolute and Unconditional.....	9
Section 5.4.	Prepayment of Basic Rent.....	10

## **ARTICLE VI**

### **MAINTENANCE, TAXES AND UTILITIES; TAX ABATEMENT**

Section 6.1.	Maintenance and Repairs.....	10
Section 6.2.	Taxes, Assessments and Other Governmental Charges.....	10
Section 6.3.	Utilities.....	11
Section 6.4.	Property Tax Exemption.....	11
Section 6.5.	Obligation of City to Effect Tax Abatement.....	11
Section 6.6.	Administration Costs. ....	11
Section 6.7.	No Abatement on Special Assessments, Licenses or Fees. ....	12
Section 6.8.	Sales Tax Exemption. ....	12

## **ARTICLE VII**

### **INSURANCE**

Section 7.1.	Title Commitment or Report.....	12
Section 7.2.	Property Insurance .....	12
Section 7.3.	Commercial General Liability Insurance.....	13
Section 7.4.	Workers' Compensation .....	13
Section 7.5.	Blanket Insurance Policies; Self-Insurance.....	13
Section 7.6.	Certificate of Compliance .....	13

## **ARTICLE VIII**

### **ALTERATION OF THE PROJECT**

Section 8.1.	Additions, Modifications and Improvements to the Project .....	13
Section 8.2.	Permits and Authorizations.....	14
Section 8.3.	Mechanics' Liens.....	14

## **ARTICLE IX**

### **DAMAGE, DESTRUCTION AND CONDEMNATION**

Section 9.1.	Damage or Destruction .....	15
Section 9.2.	Condemnation .....	15

## **ARTICLE X**

### **SPECIAL COVENANTS**

Section 10.1.	No Warranty of Condition or Suitability by the City; Exculpation and Indemnification .	16
Section 10.2.	Surrender of Possession .....	16
Section 10.3.	City's Right of Access to the Project.....	17
Section 10.4.	Granting of Easements; Mortgages and Financing Arrangements .....	17
Section 10.5.	Indemnification of City.....	20
Section 10.6.	Depreciation, Investment Tax Credit and Other Tax Benefits.....	21
Section 10.7.	Company to Maintain its Corporate Existence. ....	21
Section 10.8.	Security Interests.....	21



## **ARTICLE XI**

### **DEFAULTS AND REMEDIES**

Section 11.1.	Events of Default .....	21
Section 11.2.	Remedies on Default.....	23
Section 11.3.	Survival of Obligations .....	23
Section 11.4.	Performance of the Company's Obligations by the City .....	23
Section 11.5.	Rights and Remedies Cumulative.....	23
Section 11.6.	Waiver of Breach .....	23
Section 11.7.	Application of Article .....	23

## **ARTICLE XII**

### **ASSIGNMENT AND SUBLEASE**

Section 12.1.	Assignment of Lease; Sublease of Project.....	24
Section 12.2.	Assignment of Revenues by City.....	24
Section 12.3.	Prohibition Against Fee Mortgage of Project .....	24
Section 12.4.	Restrictions on Sale or Encumbrance of Project by City .....	24

## **ARTICLE XIII**

### **AMENDMENTS, CHANGES AND MODIFICATIONS**

Section 13.1.	Amendments, Changes and Modifications .....	25
---------------	---	----

## **ARTICLE XIV**

### **MISCELLANEOUS PROVISIONS**

Section 14.1.	Notices. ....	25
Section 14.2.	City Shall Not Unreasonably Withhold Consents and Approvals .....	25
Section 14.3.	Net Lease .....	25
Section 14.4.	Limitation on Liability of City.....	25
Section 14.5.	Governing Law .....	25
Section 14.6.	Binding Effect.....	25
Section 14.7.	Severability .....	25
Section 14.8.	Execution in Counterparts.....	26
Section 14.9.	Electronic Storage.....	26
Section 14.10.	Satisfaction of Company's Obligations .....	26
Section 14.11.	Complete Agreement .....	26
Section 14.12.	Employee Verification.....	26

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, dated as of \_\_\_\_\_, 2019 (the “Lease”), is between the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the “City”), and **LEE’S SUMMIT SENIOR COMMUNITY, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, as lessee (the “Company”);

### RECITALS:

1. The Land Clearance for Redevelopment Authority of the City (the “**LCRA**”) is authorized under Section 99.400 to 99.715 of the Revised Statutes of Missouri, as amended (the “**LCRA Act**” or the “**Act**”), to recommend approval of redevelopment plans, to purchase, acquire and lease real and personal property in blighted areas for the purpose of facilitating redevelopment upon such terms and conditions as the LCRA shall deem advisable, and to delegate to the City all of the authority, powers and functions of the LCRA as granted by the LCRA Act with respect to the planning and undertaking of a redevelopment plan.

2. The LCRA adopted Resolution 2019-02 on June 26, 2019, which recommended approval of the LCRA Redevelopment Plan for the Princeton Redevelopment Area (the “**LCRA Plan**” or the “**Plan**”) and which delegated to the City all of the authority, powers and functions of the LCRA as granted to the LCRA under the LCRA Act with respect to the planning and undertaking of the LCRA Plan and the land clearance project authorized therein within the Redevelopment Area, and the City was thereby authorized to carry out and perform such authority, powers and functions for the LCRA.

3. On July 16, 2019, the City Council of the City (the “**City Council**”) approved the LCRA Plan through the adoption of Ordinance No. 8675 pursuant to the LCRA Act, for the purpose of facilitating the redevelopment of certain real property in the City (the “**Project Site**,” as more fully described on **Exhibit A** hereto) for the construction of the “The Princeton” senior living community and associated public improvements (the “**Project Improvements**” as more fully described on **Exhibit B** hereto).

4. Pursuant to the Ordinance, and Ordinance No. \_\_\_\_ which was adopted by the City Council on \_\_\_\_\_, 2019 to approve this Lease, the City is authorized to enter into this Lease for the purpose of leasing property to the Company to facilitate the construction of the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist until the termination of this Lease (collectively, the “**Project**”), to the Company in consideration of rental payments by the Company.

5. The City and Company entered into a Redevelopment Contract dated \_\_\_\_\_, 2019 (the “**Redevelopment Contract**”), for the purpose of implementing the LCRA Plan and incorporated herein by reference.

6. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:



## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in the Redevelopment Contract which definitions are hereby incorporated herein by reference, the following words and terms as used in this Lease shall have the following meanings:

**“Additional Rent”** means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

**“Assigned Property”** means that portion of the Project Site subject to an Assignment and Assumption Agreement, together with the portion of the Project located thereon.

**“Basic Rent”** means the rental described in **Section 5.1** of this Lease.

**“Company”** means Lee’s Summit Senior Community, LLC, a Missouri limited liability company, and its successors or assigns.

**“Environmental Law”** means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

**“Full Insurable Value”** means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

**“Lease Term”** means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

**“Lender”** means any person who from time to time has made a loan to Company which is secured by a Mortgage.

**“Mortgage”** means any mortgage or deed of trust (together with all related loan documents and security agreements) relating to the Project permitted pursuant to the provisions of **Section 10.4** hereof.

**“Net Proceeds”** means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees and any extraordinary expenses of the City) incurred in the collection of such gross proceeds.

**“Permitted Encumbrances”** means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) this Lease, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic’s liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby

for the purpose for which it was acquired or is held by the City, (e) any Mortgage, (f) any assignment of leases and rents or similar assignment delivered by the Company in favor of a Lender in connection with any Mortgage (delivered pursuant to **Section 10.4(b)** of this Lease), and (g) any encumbrance noted in a title report.

**“Plans and Specifications”** means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City and its duly appointed representatives.

**“Project Site”** means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

**“Related Entity”** means any entity in which the ownership or membership of such entity is controlled by the Company or the owners of a majority of the interests in the Company. For purposes hereof, “control” shall mean the power to direct or cause the direction of the management or policies of such entity.

#### **Section 1.2. Rules of Interpretation.**

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

**Section 1.3. Acceptance of Redevelopment Contract.** The Company acknowledges that it has received an executed copy of the Redevelopment Contract and that it is familiar with the terms and conditions of the Redevelopment Contract. The Company further covenants that it will comply with all the conditions and covenants contained in the Redevelopment Contract relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the City.



**Section 1.4. Application of Lease Terms.** The [WMI] City acknowledges that the Company has the right to assign its rights and obligations under the Lease to one or more Partial Assignees pursuant to one or more Assignment and Assumption Agreements, at the election of the Company. In the event that the Company elects to exercise such right, the provisions of this Section will control. With respect to the Assigned Property described in such Assignment and Assumption Agreements, the City further acknowledges and agrees that upon the full execution of an Assignment and Assumption Agreement (including acknowledgment and consent thereto by the City), the Company shall be released of all of its obligations under the Lease with respect to such Assigned Property (including the portion of the Project located thereon). The City and Company further acknowledge and agree that all references to (i) the term “Company” as used herein shall mean, as applicable, either the Company or a Partial Assignee in the event of a Partial Assignment, (ii) the term “Project Site” as used herein shall mean, as applicable, the Project Site or the Assigned Property in the event of a Partial Assignment, (iii) the term “Project” as used herein shall mean, as applicable, the Project or that portion of the Project located on the Assigned Property in the event of a Partial Assignment, the (iv) the term PILOT Payments shall mean, as applicable, PILOT Payments or that portion of the PILOT Payments that the Partial Assignee agreed to pay under the applicable Assignment and Assumption Agreement, all as the context reasonably requires.

## **ARTICLE II**

### **REPRESENTATIONS**

**Section 2.1. Representations by the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;
- (b) As of the date of delivery hereof, the City has acquired the Project Site and agrees to construct and improve or cause to be constructed and improved thereon the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the LCRA Act;
- (c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;
- (d) To the City’s knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;
- (e) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project except with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof.

(i) The City shall meet its obligations as set forth in the Redevelopment Contract.

**Section 2.2. Representations by the Company.** The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's actual knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction and improvement of the Project are in accordance with sound engineering and accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Lee's Summit, Missouri.

(g) The Company shall meet its obligations as set forth in the Redevelopment Contract.

### **ARTICLE III**

#### **GRANTING PROVISIONS**

**Section 3.1. Granting of Leasehold Estate.** The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City,



subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

**Section 3.2. Lease Term.** This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and with a termination date that is the later of \_\_\_, 2022 or the date that construction is completed.

**Section 3.3. Possession and Use of the Project.**

(a) The City covenants and agrees that as long as the City has not exercised any of the remedies set forth in **Section 11.2(b)** following the occurrence and continuance of an Event of Default, subject to any applicable grace, notice and/or cure period, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XI** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the LCRA Act and this Lease. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

**Section 3.4. Title to the Project.** The City shall be the sole owner of the Project during the Lease Term.

## **ARTICLE IV**

### **CONSTRUCTION AND IMPROVEMENT OF THE PROJECT**

**Section 4.1. Construction and Improvement of the Project.** The City and the Company agree that the Company, as the agent of the City, shall construct and improve the Project as follows:

(a) The Company has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer have been delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in material accordance with the Plans and Specifications and in a manner materially consistent with the description of the Project Improvements included in **Exhibit B** to this Lease. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would materially alter the intended purpose of the Project may be made only with the prior written approval of the City, which shall not be unreasonably conditioned or delayed. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**;

(c) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, to the extent applicable to the construction of the Project; and

(d) The Company agrees that it will use reasonable efforts to cause the construction and improvement of the Project to be completed as soon as practicable with all reasonable dispatch. The Company agrees to advance all funds necessary for such purpose.

**Section 4.2. Payment for Project Costs.** All **Project Costs [WM2]** as specified in **Section 4.1** hereof shall be paid by the Company.

**Section 4.3. Establishment of Completion Date.** The Completion Date shall be evidenced to the City by a certificate signed by the Authorized Company Representative stating (a) the construction and improvement of the Project has been completed in accordance with the Plans and Specifications, and (b) that all costs and expenses incurred in the construction and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

**Section 4.4. Project Property of City.** The Project Site and the Project Improvements, which the Company desires to convey to the City, including all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease and any Permitted Encumbrances, until the Property is transferred to the Company.



**Section 4.5. Non-Project Improvements, Machinery and Equipment Property of the Company.** Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

**Section 4.6. Environmental Matters.** The Company acknowledges that is it responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder from the date such cost is incurred. There shall be limited recourse to the Company to the extent of any liability incurred by the City caused by the Company with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City and agree to defend and hold the City harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project. Such indemnity shall not apply to any claims arising from the gross negligence or willful misconduct of the City, its employees, agents, and/or representatives.

## ARTICLE V

### RENT PROVISIONS

**Section 5.1. Basic Rent.** The Company covenants and agrees to pay to the City in same day funds for the account of the City during this Lease Term, on or before each December 1, commencing December 1, 2020 and continuing until this Lease has been terminated, a Basic Rent amount which shall be equal to the real property taxes which would be payable to the County if the Project was taxable for such calendar year. In 2019, the Project was assigned by Jackson County a market valuation of \$24,704, with the resulting assessed valuation of \$2,964. The parties agree that the following amounts shall be the annual Basic Rent based on the tax levy rates and County valuation applicable to the Project Site in 2019:

<u>Year</u>	<u>Amount</u>
2019	\$265
2020	\$265
2021	\$265
2022	\$265

The amounts listed above shall be adjusted annually to be the assessed value stated above multiplied by the tax levy rates then applicable to the property for such calendar year. The City shall deliver written notice of such adjusted Basic Rent by November 1 of each year during the Lease Term. If the City fails to deliver such notice then the Basic Rent amount shall be the amount stated above in this Section and shall be due and payable as provided in this Section. All payments of Basic Rent provided for in this Section shall be paid directly to the City Finance Department, which shall be disbursed to the taxing districts in proportion to their real property tax levy rates. In the event that the Lease Term is extended by agreement of the parties, the method described in this Section to calculate Basic Rent shall be applied to such additional years of the Lease Term, including any partial year in which this Lease is in effect as of January 1 of such year.

**Section 5.2. Additional Rent.** The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

- (a) all reasonable fees, charges and expenses, including agent and counsel fees, of the City incurred under the Redevelopment Contract, this Lease, or any other document entered into in connection with the Project, as and when the same become due;
- (b) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to materially perform its obligations under this Lease or the Redevelopment Contract by the City, including reasonable counsel fees and expenses;
- (c) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

All payments of Additional Rent shall be paid to the City Finance Department and disbursed by the City to provide reimbursements for the purposes associated with such Additional Rent payments.

**Section 5.3. Additional Rent Following Cessation of Construction.** If for any reason the Company ceases construction of the Project during the term of this Lease, the Company shall pay as Additional Rent an amount equal to 100% of the ad valorem real property taxes that would otherwise have been due on the Project for each year following such cessation of construction including the year of cessation of construction, less the amount paid as the Base Rent pursuant to this Lease. "Ceases construction" or "cessation of construction" for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases construction for a period of 90 consecutive days during the term of this Lease, unless the Project has been subject to a casualty, an event of force majeure, or has been ordered by a court or government entity with applicable jurisdiction to cease construction for any reason, and the Company is intending to continue construction or rebuild the Project or the Company's interest in this Lease has been transferred pursuant to this Lease and the Project construction continues thereafter.

**Section 5.4. Obligations of Company Absolute and Unconditional.**

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction



of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder (unless such default by the City materially impacts the ability of the Company to meet its obligations under the Redevelopment Contract, Lease, or any other documents entered into in connection with the Project), and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to terminate this Lease as provided herein.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

**Section 5.5. Prepayment of Basic Rent.** The Company may at any time and from time to time prepay a portion of the Basic Rent provided for hereunder. During such times as the amount held by the City as Basic Rent shall be sufficient to pay, at the time required, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

## ARTICLE VI

### MAINTENANCE, TAXES AND UTILITIES; TAX ABATEMENT

**Section 6.1. Maintenance and Repairs.** Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's Code of Ordinances relating to property maintenance and appearance.

**Section 6.2. Taxes, Assessments and Other Governmental Charges.**

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not

of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City from any costs and expenses the City may incur related to any of the above, which may be charged as Additional Rent as provided in Section 5.2.

**Section 6.3. Utilities.** All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

**Section 6.4. Property Tax Exemption.** So long as the City owns title to the Project, the City expects that the Project will be exempt from *ad valorem* taxes on real property. The first year of the exemption period for purposes of this Lease shall be 2019. Notwithstanding any other provision of this Lease to the contrary, the last year of such exemption period shall be [2022]. The Company covenants and agrees that, during each year the Project is exempt from *ad valorem* taxes by reason hereof, the Company will make the Basic Rent payments. The City and the Company hereby agree that the tax abatement provided by this Lease shall not apply to personal property relating to the Project other than construction materials.

**Section 6.5. Obligation of City to Effect Tax Abatement.** The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 6.4** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Jackson County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of *ad valorem* taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

**Section 6.6. Administration Costs.** Under Section 99.520 of the LCRA Act, the City is authorized to covenant as to the amount of revenues to be raised each year or other period of time by rents, fees and other revenues and create special funds for moneys held for administrative costs, and may require the Company to reimburse the City for its actual costs of administering the LCRA Plan including costs



associated with this Lease. The City will charge such costs pursuant to **Section 5.10** of the Redevelopment Contract as Administrative Costs, as such term is defined in the Redevelopment Contract. In the event that the City incurs costs in excess of the annual amount stated in **Section 5.10** of the Redevelopment Contract, the City may charge an additional amount, not to exceed an annual cap of \$10,000, for the administration of this Lease and the transactions and administrative actions required pursuant to this Lease. The provisions of this paragraph shall be in effect until this Lease expires or is terminated, and after such expiration or termination the City may charge any final Administrative Costs under this Lease pursuant to **Section 5.10** of the Redevelopment Contract to wind up the transactions and tracking associated with the sales tax exemption which is provided through the LCRA Plan and this Lease

**Section 6.7. No Abatement on Special Assessments, Licenses or Fees.** The City and the Company hereby agree that the property tax exemptions described in this Lease shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

**Section 6.8. Sales Tax Exemption.** Promptly after the Effective Date of this Lease, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the exemption certificate only for the purchase of construction materials to be incorporated into the Project on the Project Site and shall not use the exemption certificate for the purchase of any personal property other than construction materials or materials that are to be affixed or incorporated permanently into the Project. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

## **ARTICLE VII**

### **INSURANCE**

**Section 7.1. Title Report.** Before conveying title to any real property to the City, the Company will provide a report reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City.

**Section 7.2. Property Insurance.**

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City shall be named as a loss payee and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation

of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City. The City shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease.

### **Section 7.3. Commercial General Liability Insurance.**

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City shall be named as an additional insured, properly protecting and indemnifying the City, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed \$25,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City. The City shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

**Section 7.4. Workers' Compensation.** The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

**Section 7.5. Blanket Insurance Policies; Self-Insurance.** The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of \$200,000,000, as determined by generally accepted accounting principles.

**Section 7.6. Certificate of Compliance.** The Company shall provide the City, on an annual basis, commencing on December 1, 2019 with a certificate of an Authorized Company Representative certifying compliance with this **Article VII**.

## **ARTICLE VIII**

### **ALTERATION OF THE PROJECT**

**Section 8.1. Additions, Modifications and Improvements to the Project.** Subject to all applicable laws and requirements and the requirements of the LCRA Plan and the Redevelopment Contract, the Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be



prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the Company and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

**Section 8.2. Permits and Authorizations.** The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

**Section 8.3. Mechanics' Liens.**

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim if the same shall arise at any time and the Company may be permitted to escrow or bond over any mechanics' lien. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any reasonable expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

**ARTICLE IX**

**DAMAGE, DESTRUCTION AND CONDEMNATION**

### **Section 9.1. Damage or Destruction.**

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) determine that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or that the Company does not have the right under any Mortgage to use any Net Proceeds for repair or restoration of the Project, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

The Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof.

(b) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(c) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(d) The Company agrees to give prompt notice to the City with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(e) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

### **Section 9.2. Condemnation.**

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent



domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City and any Lender under a Mortgage (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

## ARTICLE X

### SPECIAL COVENANTS

**Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification.** The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City from, agrees that the City shall not be liable, for and agrees to hold the City harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

**Section 10.2. Surrender of Possession.** Upon accrual of the City's right of re-entry to the extent provided in **Section 11.2(b)** hereof, the Company shall peacefully surrender possession of the Project to the

City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

**Section 10.3. City's Right of Access to the Project.** The Company agrees that the City and its duly authorized agents shall have the right at reasonable times during business hours, subject to 24 hours' advance written notice and the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, and (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease.

**Section 10.4. Granting of Easements; Mortgages and Financing Arrangements.**

(a) Subject to **Sections 10.4(b)** and (c), if no Event of Default under this Lease has happened and is continuing, subject to any applicable grace, notice and/or cure period, the Company may at any time or times (i) grant subleases (as permitted in **Section 12.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder subject to any applicable grace, notice and/or cure period. The City agrees that it will execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, and will be a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace, notice, and/or cure period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(b)** and (c), upon (i) termination of this Lease for any reason other than the completion of construction of the Project by the Company or (ii)



the occurrence and continuance of an Event of Default by the Company, subject to any applicable grace, notice and/or cure period, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City.

(b) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease, and the leasehold estate created hereby with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The Company may mortgage the fee estate held by the City with the consent of the City, not to be unreasonably withheld, conditioned, or delayed. In either case, in connection therewith, the Company shall have the right to assign this Lease, the leasehold estate, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Lender, provided that the requirements of the Redevelopment Contract have been satisfied. Any further sublease or assignment by any Lender shall be subject to the provisions of **Section 12.1(c)**.

(c) With respect to a future Mortgage, upon notice by the Company to the City in writing that it has executed a Mortgage under which it has granted rights in this Lease to a Lender which includes the name and address of such Lender, the following provisions shall apply in respect of each such Lender:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Lender;

(2) the City shall serve upon each such Lender (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default subject to any applicable grace, notice and/or cure period and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Lender (at the address, if any, provided to the City);

(3) each Lender shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Lender as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to any applicable grace, notice and/or cure period and further subject to the rights of each Lender under this **Section 10.4(c)** as to such other events of default;

(5) upon the occurrence and continuance of an Event of Default by the Company, subject to any applicable grace, notice and/or cure period, under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Lender and permitting such Lender (or its designee, nominee, assignee, or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Lender (or its designee, nominee, assignee, or transferee) is diligently prosecuting such cure); provided that the Lender (or its designee, nominee, assignee, or transferee) shall pay or cause to be paid to the City all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City in connection with any such default; and

(6) such Lenders (and their designees, nominees, assignees, or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Mortgage(s).

(d) In connection with the execution of one or more Mortgages, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Lender and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Mortgage, provided that the City shall not be required to undertake any duties or payment obligations under such documents. The Company agrees to reimburse the City for any and all reasonable costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(e) This Lease is subject to any Mortgage.

(f) Notwithstanding anything contained to the contrary in this Lease, (a) the Company shall have the right to assign this Lease and any subleases to a Lender or to the designee or nominee of a Lender in compliance with the requirements of the Redevelopment Contract, without the consent of the City, and (b) if a Lender or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of the applicable Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, said Lender or its designee or nominee shall have the further right to further assign this Lease and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the City and such assignee shall enjoy all rights, powers and privileges granted herein to said Lender; provided, however, that such Lender or its assignee or nominee, or their assignee or nominee, shall assume in writing all rights, duties and obligations of the Company under this Lease.

(g) During the term of any Mortgage, the following provisions shall apply:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of the applicable Lender;

(ii) if this Lease shall terminate prior to the expiration of the Lease Term, the City shall enter into a new lease for the Project with the applicable Lender or its designee or nominee, for the remainder of the Lease Term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Company and/or anyone claiming under the Company, and the City, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the City under the Lease on behalf of the Company, on condition that:

(A) The applicable Lender shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, the applicable Lender shall cure all defaults of the Company under the Lease (susceptible of being cured by such Lender) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and shall pay or cause to be paid to the City on that date all reasonable fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and



disbursements, incurred by the City in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(iii) if a Lender or its designee or nominee shall become the owner of this Lease either following foreclosure of a Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and said Lender or its designee or nominee shall have assigned this Lease, said Lender or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

(h) The City agrees that any requested consent or signature of the City to any Mortgage under this Section (including any related document, including but not limited to documents subordinating the City's fee interest in the Project Site or any portion thereof to a Mortgage) may be given by the City Manager, in his or her discretion, without further approval of the City Council.

**Section 10.5. Indemnification of City.** The Company shall indemnify and save and hold harmless the City and the City Council members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the execution of this Lease, the Redevelopment Contract or any other documents entered into in connection with this Lease and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, except for any material breach by the City of its obligations that is the cause of the Company's breach or default (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 12.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City. The City shall, at the request of the Company, reasonably cooperate with the Company to address any claims or demands made with respect to any costs, liabilities, damages, or expenses arising out of this Lease, the Redevelopment Contract, or any other documents entered into in connection with the Project. Upon notice from the City, the Company shall defend the City in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company

to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

**Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits.** The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

**Section 10.7. Company to Maintain its Corporate Existence.** The Company agrees that until this Lease is terminated, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets except as allowed by the Redevelopment Contract; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation expressly assumes in writing all of the obligations of the Company contained in this Lease; and, further provided, that if the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) \$50,000,000. The term “net worth,” as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 10.1** hereof to the extent applicable.

**Section 10.8. Security Interests.** The City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City in the Project.

## ARTICLE XI

### **DEFAULTS AND REMEDIES**<sup>[WM3]</sup>

**Section 11.1. Events of Default.** If any one or more of the following events shall occur and be continuing, subject to any applicable grace, notice and/or cure period, it is hereby defined as and declared to be and to constitute an “Event of Default” or “default” under this Lease:



(a) Default in the due and punctual payment of Basic Rent for a period of 5 days following written notice to the Company by the City; or

(b) Default in the due and punctual payment of Additional Rent for a period of 15 days following written notice to the Company by the City; or

(c) Default in the due observance or performance of any other material covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 30 days after the City has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default provided that (1) the Company has commenced such cure within said 30-day period, and (2) the Company diligently prosecutes such cure to completion); or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due, unless such admission is made in conjunction with any other agreement or negotiations with the City and/or Lender that is not otherwise a default hereunder; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site or any material portion thereof, and the same remains uncared for or abandoned for a period of 90 days; or

(f) the Company fails to materially complete the Project as described in **Exhibit B** within the term of this Lease.

With regard to any alleged default concerning which notice is given to the Company under the provisions of this Section, the City hereby grants the Company full authority for account of the City to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City, with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy such default.

Any member of the Company shall have the same rights, but not the obligation, to cure any Event of Default.

**Section 11.2. Remedies on Default.** If any Event of Default referred to in **Section 11.1** hereof has occurred and continues beyond any grace period or any other the period provided to notify and/or cure, then the City may at the City's election, then or at any time thereafter, and while such default continues, give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with Section 11.2 hereof.

**Section 11.3. Survival of Obligations.** The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

**Section 11.4. Performance of the Company's Obligations by the City.** If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the City, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City and all incidental reasonable costs and expenses incurred by the City (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City on demand, and if not so paid by the Company, the City shall have the same rights and remedies provided for in **Section 11.2** hereof in the case of default by the Company in the payment of Basic Rent.

**Section 11.5. Rights and Remedies Cumulative.** The rights and remedies reserved by the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

**Section 11.6. Waiver of Breach.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the City.

**Section 11.7. Application of Article.** If any portion of the Project Site has been assigned pursuant to an Assignment and Assumption Agreement, this **Article XI** and the rights and obligations hereunder shall be applied individually with respect to each Assigned Property. Each "Event of Default" or "default" shall be individual to the particular Assigned Property and shall not create an "Event of Default" or "default" with respect to any other Assigned Property. If any portion of the Project Site has become Assigned Property, application of this Article to the remainder of the Project Site with respect to which the original Company maintains rights and obligations shall occur separately from the Assigned Property.



## ARTICLE XII

### ASSIGNMENT AND SUBLEASE

#### **Section 12.1. Assignment of Lease; Sublease of Project.**

(a) The Company may not assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof to any person or party except a Related Entity or as allowed by **Section 10.7** for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) The Company shall not have the right to sublet all or any part of the Project to any person or party except a Related Party. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is to an Related Entity and for a similar purpose as the original sublease and is for a purpose permissible under the Act.

(c) The City agrees that any requested consent or signature of the City to any sublease or assignment to an Related Entity under this Article, including any related document, may be given by the City Manager, in his or her discretion, without further approval of the City Council.

**Section 12.2. Assignment of Revenues by City.** The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the real property taxing districts that have jurisdiction within the Redevelopment Project Area in proportion to their respective tax levy rates for the applicable calendar year.

**Section 12.3. Prohibition Against Fee Mortgage of Project.** Except as otherwise set forth in **Section 10.4**, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the real property taxing districts that have jurisdiction within the Redevelopment Project Area.

**Section 12.4. Restrictions on Sale or Encumbrance of Project by City.** During this Lease Term, the City agrees that it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Special Allocation Fund for use in accordance with the Redevelopment Contract.

## ARTICLE XIII

### AMENDMENTS, CHANGES AND MODIFICATIONS

**Section 13.1. Amendments, Changes and Modifications.** Except as otherwise provided herein, this Lease may not be effectively amended, changed, modified, altered or terminated except as mutually agreed by the Parties.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

**Section 14.1. Notices.** All notices, certificates or other communications required or desired to be given hereunder shall be in writing. Notices with respect to Assigned Property shall be given to the appropriate Partial Assignee.

**Section 14.2. City Shall Not Unreasonably Withhold Consents and Approvals.** Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

**Section 14.3. Net Lease.** The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City a source of revenue to replace the real property taxes that are abated during the Lease Term, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes as set forth in this Lease.

**Section 14.4. Limitation on Liability of City.** No provision, covenant or agreement contained in this Lease or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri. Notwithstanding the foregoing, the Indemnification provided to the City in Section 10.5 herein is applicable.

**Section 14.5. Governing Law.** This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

**Section 14.6. Binding Effect.** This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

**Section 14.7. Severability.** If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.



**Section 14.8. Execution in Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 14.9. Electronic Storage.** The parties hereto agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 14.10. Satisfaction of the Company's Obligations.** Any obligation of the Company under this Lease, including, but not limited to, the obligations of the Company to pay Basic Rent, Additional Rent and to maintain insurance as required herein, may be performed by a member of the Company, and such performance by a member of the Company shall be treated as though the obligation were performed by the Company.

**Section 14.11 Complete Agreement.** To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering the subject matter of this Lease are contained in this Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this lease.

**Section 14.12. Employee Verification.** The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before December 1 of each year during the term of this Lease, beginning December 1, 2020, and also upon execution of this Lease.

[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

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

By: \_\_\_\_\_  
Name: William A. Baird  
Title: Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Name: Trisha Fowler Arcuri  
Title: City Clerk

Approved as to form:

By: \_\_\_\_\_  
Name: David Bushek  
Title: Chief Counsel of Economic Development & Planning



**LEE'S SUMMIT SENIOR COMMUNITY, LLC,**  
a Missouri limited liability company

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

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

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

## EXHIBIT A

### PROJECT SITE

The following described real estate located in Jackson County, Missouri:

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

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



## **EXHIBIT B**

### **PROJECT IMPROVEMENTS**

The Project Improvements consist of the Private Improvements and the Public Improvements as described in this Exhibit which are constructed by or at the direction of Developer. The Project Improvements do not include the Off-Site Sewer Improvements that are constructed by or at the direction of the City.

#### **Private Improvements**

Land acquisition, preparation of public improvements, site preparation, and the construction of private improvements consisting of “The Princeton” senior living community consisting of a 3-story independent living facility, 1-story memory care facility, and 1-story assisted living facility which will contain approximately 153 units which will consist of 91 independent living units, 44 assisted living units, and 18 memory care units.

The foregoing description of the Private Improvements is based on the Preliminary Development Plan approved by the City for the Redevelopment Project Area as of the Effective Date of this Contract and is subject to change based on changes to the Private Improvements approved in any amendment to the Preliminary Development Plan, as the same may be amended from time to time.

#### **Public Improvements**

##### **Water Improvements**

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

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

The sanitary sewer improvements that will be constructed by Developer within the boundaries of the Redevelopment Project Area as required by the City’s Code of Ordinances.

##### **Transportation Improvements**

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

**EXHIBIT C**

**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

-----  
(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: ASSIGNMENT AND ASSUMPTION AGREEMENT

DATE OF DOCUMENT: \_\_\_\_\_, 20\_\_

ASSIGNOR: LEE'S SUMMIT SENIOR COMMUNITY, LLC

ASSIGNOR'S MAILING ADDRESS:

ASSIGNEE: [\*\*ASSIGNEE\*\*]

ASSIGNEE'S MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

RETURN DOCUMENTS TO: David Bushek  
Law Department  
220 SE Green Street  
Lee's Summit, Missouri 64063

LEGAL DESCRIPTION: See **Exhibit A**

REFERENCE DOCUMENT: Lease Agreement dated as of \_\_\_\_, 2019, notice of which was given by Memorandum of Lease Agreement, recorded with the Jackson County Recorder of Deeds on \_\_\_\_, 2019 as Instrument No. \_\_\_\_

\_\_\_\_\_  
This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.



## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of \_\_\_\_\_, 20\_\_\_\_ (the “Assignment”), is between **LEE’S SUMMIT SENIOR COMMUNITY, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Assignor”), and **[\*\*Assignee\*\*]**, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the “Assignee”);

### RECITALS:

**1.** The Land Clearance for Redevelopment Authority of the City (the “**LCRA**”) is authorized under Section 99.400 to 99.715 of the Revised Statutes of Missouri, as amended (the “**LCRA Act**” or the “**Act**”), to recommend approval of redevelopment plans, to purchase, acquire and lease real and personal property in blighted areas for the purpose of facilitating redevelopment upon such terms and conditions as the LCRA shall deem advisable, and to delegate to the City all of the authority, powers and functions of the LCRA as granted by the LCRA Act with respect to the planning and undertaking of a redevelopment plan.

**2.** The LCRA adopted Resolution 2019-02 on June 26, 2019, which recommended approval of the LCRA Redevelopment Plan for the Princeton Redevelopment Area (the “**LCRA Plan**” or the “**Plan**”) and which delegated to the City all of the authority, powers and functions of the LCRA as granted to the LCRA under the LCRA Act with respect to the planning and undertaking of the LCRA Plan and the land clearance project authorized therein within the Redevelopment Area, and the City was thereby authorized to carry out and perform such authority, powers and functions for the LCRA.

**3.** On July 16, 2019, the City Council of the City (the “**City Council**”) approved the LCRA Plan through the adoption of Ordinance No. 8675 pursuant to the LCRA Act, for the purpose of facilitating the redevelopment of certain real property in the City for the construction of the “The Princeton” senior living community and associated public improvements.

**5.** The City and Company entered into a Redevelopment Contract dated \_\_\_\_\_, 2019 (the “**Redevelopment Contract**”), for the purpose of implementing the LCRA Plan and incorporated herein by reference.

**3.** Pursuant to the Ordinance, the City has entered into a Lease Agreement (the “**Lease**”) with the Assignor under which the City has agreed to lease the Project Site and the Project Improvements to the Assignor in consideration of rental payments by the Assignor.

**4.** The Assignor now desires to assign to the Assignee all rights of the Assignor under the Lease, provided that the Assignee shall assume all duties, liabilities and obligations of the Assignor under the Lease as applies to the assigned property.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements contained herein, the Assignor and Assignee do represent, covenant and agree as follows:

**1. Assignment.** The Assignor hereby assigns to the assignee all rights of the Assignor as “Company”, the portion of the Project to be located on the Assigned Property.

**2. Assumption.** The Assignee hereby assumes all duties, liabilities and obligations of the Assignor to the extent relating to the Assigned Property, the portion of the Project to be located on the Assigned Property.

3. **Notice Address.** The notice address of the Assignee, for purposes of notices to be given under the Lease, is:

[\*\*Assignee\*\*]

\_\_\_\_\_

Attention: \_\_\_\_\_

4. **Rent Payments to be Paid by Assignee.** The portion of the Basic Rent shown in the Lease that is allocable to the Assigned Property and that shall be paid by the Assignee in accordance with the Lease is hereby agreed to be as follows:

**ASSIGNED PROPERTY RENT PAYMENT SCHEDULE**

<u>Year</u>	<u>Amount</u>
2020	
2021	
2022	

5. **Allocation of Fees under the Lease.** The Assignee shall pay as its share of Additional Rent under the Lease, all of those items which requirement the payment of Additional Rent as such obligations apply to the Assigned Property (provided that costs common to the entire Project Site shall be apportioned to the Assigned Property by acreage).

6. **Severability.** If any provision of this Assignment shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

7. **Execution in Counterparts.** This Assignment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8. **Governing Law.** This Assignment shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

9. **Electronic Storage.** The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]



**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment and Assumption Agreement to be executed in their respective corporate names to be attested by their duly authorized officers, all as of the date first above written.

**LEE'S SUMMIT SENIOR COMMUNITY, LLC**, a Missouri limited liability company, as *Assignor*

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

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

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

**ACKNOWLEDGMENT**

**STATE OF MISSOURI**       )  
  )SS.  
**COUNTY OF** \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of **LEE'S SUMMIT SENIOR COMMUNITY, LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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

\_\_\_\_\_  
Typed or Printed Name: \_\_\_\_\_  
Notary Public in and for said State

[SEAL]

My commission expires: \_\_\_\_\_

**[\*\*ASSIGNEE\*\*]**, a \_\_\_\_\_ limited liability company, as  
*Assignee*

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of **[\*\*ASSIGNEE\*\*]**, a \_\_\_\_\_, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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

\_\_\_\_\_  
Typed or Printed Name: \_\_\_\_\_  
Notary Public in and for said State

[SEAL]

My commission expires: \_\_\_\_\_



The City of Lee's Summit, Missouri hereby acknowledges and consents to the foregoing Assignment and Assumption Agreement (the "Assignment"). The Assignor under the Assignment is hereby released from further duties, liabilities and obligations under the Lease described in the Assignment, but only with respect to the Assigned Property.

CITY OF LEE'S SUMMIT, MISSOURI

[SEAL]

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

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

Title: City Manager

ATTEST:

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

Name:

Title: City Clerk

**ACKNOWLEDGMENT**

STATE OF MISSOURI       )  
  ) SS.

COUNTY OF JACKSON       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that (s)he is the **CITY MANAGER** of the **CITY OF LEE'S SUMMIT, MISSOURI**, and that the seal affixed hereto is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

\_\_\_\_\_  
Typed or Printed Name: \_\_\_\_\_  
Notary Public in and for said State

[SEAL]

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF ASSIGNED PROPERTY**



Land Clearance for Redevelopment Authority  
Summary of Lease Protections and Safeguards

The City will own the Property during the construction period and lease the Property to the Company pursuant to a Lease Agreement. The City will take these actions pursuant to a delegation of LCRA legal authority to the City. This document summarizes the primary safeguards and protections for the City under the Lease.

Title to Property and Compliance with Laws

- City holds legal title to Property only.
- Company certifies that Property is suitable for Project.
- Company occupies site and constructs Project.
- Company must comply with all laws and legal requirements.
- If legal violation occurs, Company must cure.
- Company pays all costs, expenses, claims, fines and penalties for failure to comply with laws.
- Company must comply with all insurer requirements when occupying Property.

Construction of the Project

- Company must construct in accordance with City approvals.
- Company responsible for ensuring that construction allows for the Project.
- Company responsible for public payment bond requirements (107.170).
- Company must construct on schedule.
- Company pays for all Project costs.
- Improvements become part of the Project.
- Machinery and equipment that are personal property are Company responsibility.
- Alterations and modifications of Project should not be an issue during initial construction period, after which City ownership ends.
- All plan modifications must be approved pursuant to normal City processes.
- Company shall not permit others to take any actions related to construction that are not in compliance with all required City approvals.

Environmental Matters

- Company must comply with all Environmental Laws.
- Funds expended by City for compliance with Environmental Laws must be reimbursed by Company.
- Company indemnifies City for failure to comply with Environmental Laws.

## Rent Provisions

“Basic Rent” paid by Company is the amount of taxes that would have been paid based on the 2019 valuation of the property (church structure) as if the project was taxable. This payment flows to the taxing districts in proportion to the taxing districts levy rates.

“Additional Rent” paid by Company is the amount of taxes that would have been paid based on the value added to the property above the 2019 valuation, as a result of the redevelopment project, as if the project was taxable. This payment flows to the Developer in the same manner as TIF revenues under the TIF Plan.

Additional Rent includes (1) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under the Lease and (2) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of the Lease.

All Rent payments are absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance, and irrespective of whether the Project has been started or completed.

## Maintenance and Repairs

Company must keep Project in safe condition.

Company must perform all repairs.

Company must comply with applicable City Codes (maintenance, building, fire, etc.).

## Taxes and Assessments

Company pays all real and personal taxes and assessments on all buildings, improvements, machinery and equipment.

Company may contest taxes and assessments at its option.

All utilities and utility services are paid by Company.

Company must pay for all permits, licenses, and authorizations.

Tax abatement during construction period does not apply to special assessments or any fees imposed by City or other jurisdiction.

Company makes PILOT in amount of what taxes would have been during construction period.

Cessation of construction does not relieve Company obligation to make PILOT payment.

Company receives sales tax exemption certificate to purchase construction materials, is responsible for proper use and application of certificate and pays all sales tax otherwise due for personal property used in the Project (anything not affixed to the real property).



## Insurance

Company obtains title insurance.

Company must carry property insurance at its own cost.

Company must carry commercial general liability at its own cost.

Company responsible for workers compensation insurance as required by law.

Insurance policies must meet certain minimum requirements regarding quality of insurance company.

City and LCRA named as additional insureds.

City maintains waiver of sovereign immunity for tort claims, insurance protects in the amount of statutory waiver on sovereign immunity.

Company must annually present Certificate of Compliance verifying compliance with all insurance requirements.

## Implementation and Administration

The Company cannot allow any liens on the Project or the Property, and must discharge all liens that may be filed against the Property.

Company may allow Permitted Encumbrances such as a traditional mortgage to finance the Project. A mortgage would apply to the leasehold interest while the Lease is in effect, and then the fee interest on the Property after the Property is transferred from the City to the Company at the end of the Lease term when construction is complete.

Company makes payment to City for costs of administering Plan and contracts.

Company may, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use.

## Damage, Destruction and Condemnation

If the Project is damaged or destroyed by fire or other casualty, Company makes the decision regarding whether to apply insurance proceeds and rebuild or recommence construction.

Company is not relieved of any contractual obligations to the City, including the obligation to make PILOT payments, in the event that it does not reconstruct after a casualty.

In the event of condemnation, Company makes the decision whether to proceed with the Project.

## Special Covenants

City makes no warranty as to the suitability of the Property for the Project.

Company releases the City from any liability for loss or damage to property or injury to persons resulting from the Project or Company's use of the Property.

All repairs and restoration to the Property are made at Company's expense.

Company bears sole responsibility and risk of loss for buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project.

The City has the right to access the Property to inspect and ensure compliance with the Lease.

Company can grant easements, licenses as determined by Company.

Company can mortgage and encumber its leasehold interest without City approval.

Company can mortgage and encumber the fee interest in the Property with City approval.

City will execute documents requested by Company to facilitate financings, and City will be compensated for any costs related to these actions.

Company indemnifies City against all claims arising out of the Project.

Company must defend City against all claims relating to the Project.

#### End of Lease Period

Company has the option to terminate the Lease at any time, and Property returns to tax rolls under early termination.

Company assumes all responsibility for sales tax payments upon early Lease termination.

Lease ends and title transfers to Company upon completion of construction.

Obligations of Company survive termination of Lease, such as obligation to indemnify.



## Packet Information

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**File #:** BILL NO. 19-206, **Version:** 1

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An Ordinance accepting Final Plat entitled "Aldersgate Methodist Church, Lots 3-5 & Tract A", as a subdivision to the City of Lee's Summit, Missouri.

(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

Proposed City Council Motion:

I move for adoption of an Ordinance accepting final plat entitled "Aldersgate Methodist Church, Lots 3-5 & Tract A", as a subdivision to the City of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director of Plan Services

Matt Schlicht, PE, Applicant

On motion of Ms. Roberts, seconded by Mr. DeMoro, the Planning Commission unanimously voted on April 11, 2017, to APPROVE the Consent Agenda as published, inclusive of Appl. #PL2017-034 - FINAL PLAT - Aldersgate Methodist Church, Lots 3-5 & Tract A.

## **BILL NO. 19-206**

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AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "ALDRSGATE METHODIST CHURCH, LOTS 3-5 & TRACT A", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2017-034, submitted by Engineering Solutions, LLC, requesting approval of the final plat entitled "Aldersgate Methodist Church, Lots 3-5 & Tract A", 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 April 11, 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 "Aldersgate Methodist Church, Lots 3-5 & Tract A" is a subdivision in Section 30, Township 47N, Range 31W, in Lee's Summit, Missouri more particularly described as follows:

*ALL OF LOTS 1-A AND 1-B, ALDRSGATE METHODIST CHURCH, A RESURVEY OF LOT 1, A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, AS RECORDED IN THE OFFICE OF THE RECORDER AS DOCUMENT NO. 1997I0070604, EXCEPT THAT PART WITHIN THE PUBLIC RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY ROUTE NO. 150.*

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 "Aldersgate Methodist Church, Lots 3-5 & Tract A".

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 been completed.

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,



## **BILL NO. 19-206**

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surface drainage channel, electricity, telephone, cable TV, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as "Utility Easements" (U.E.) or within any street or thoroughfare dedicated to public use on this plat. Grantor, on behalf of himself, his heirs, his assigns and successors in interest, shall waive, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), any right to request restoration of rights previously transferred and vacation of any easement granted by this plat.

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

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

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

SECTION 9. That the City Council for the City of Lee's Summit, Missouri, does hereby approve and accept, as a subdivision to the City of Lee's Summit, Missouri, the final plat entitled "Aldersgate Methodist Church, Lots 3-5 & Tract A", attached hereto and incorporated herein by reference.

SECTION 10. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

ATTEST:

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

\_\_\_\_\_  
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*



**The City of Lee's Summit**  
**Action Letter**  
**Planning Commission**

Tuesday, April 11, 2017

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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**CALL TO ORDER**

**ROLL CALL**

**Present:** 7 - Board Member Jason Norbury  
Board Member Colene Roberts  
Board Member Fred DeMoro  
Board Member Don Gustafson  
Board Member Donnie Funk  
Board Member J.Beto Lopez  
Board Member Brandon Rader

**Absent:** 2 - Board Member Fred Delibero  
Board Member Herman Watson

**APPROVAL OF AGENDA**

**A motion was made by Board Member DeMoro, seconded by Board Member Roberts, that the Agenda be approved. The motion carried unanimously.**

**APPROVAL OF CONSENT AGENDA**

[2017-1122](#) Appl. #PL2017-015 - PRELIMINARY PLAT - Winterset Valley, Lots 1411-1505 and Tracts B11-B20; Gale Communities, Inc., applicant

**A motion was made by Board Member Roberts, seconded by Board Member DeMoro, that this Preliminary Plat be approved. The motion carried unanimously.**

[TMP-0478](#) Appl. #PL2016-173 - FINAL PLAT - Winterset Valley, 11th Plat, Lots 1392A, 1411-1434 & Tract A11; Gale Communities, Inc., applicant

**A motion was made by Board Member Roberts, seconded by Board Member DeMoro, that this Final Plat be approved. The motion carried unanimously.**

[TMP-0477](#) Appl. #PL2017-011 - FINAL PLAT - Eagle Creek, 15th Plat, Lots 661-707 and Tracts O, P and Q; Hunt Midwest Real Estate Development, Inc., applicant



Planning Commission

Action Letter

April 11, 2017

---

A motion was made by Board Member Roberts, seconded by Board Member DeMoro, that this Final Plat be approved. The motion carried unanimously.

[TMP-0476](#)

Appl. #PL2017-034 - FINAL PLAT - Aldersgate Methodist Church, Lots 3-5 and Tract A; Engineering Solutions, LLC, applicant

A motion was made by Board Member Roberts, seconded by Board Member DeMoro, that this Final Plat be approved. The motion carried unanimously.

[TMP-0475](#)

Appl. #PL2017-039 - VACATION OF EASEMENT - 800 NE Woods Chapel Rd., QuikTrip No. 0208R; QuikTrip Corporation, applicant

A motion was made by Board Member Roberts, seconded by Board Member DeMoro, that this Vacation of Easement be approved. The motion carried unanimously.

[2017-1104](#)

Approval of the March 28, 2017 Planning Commission minutes

A motion was made by Board Member Roberts, seconded by Board Member DeMoro, that the minutes be approved. The motion carried unanimously.

PUBLIC HEARINGS

[2017-1123](#)

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

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

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

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

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

Mr. McGuire entered Exhibit (A), list of exhibits 1-15 into the record. He confirmed that the applicant wanted to rezone the property from CP-2 to R-1. While rezoning applications did not typically accompany preliminary development plans; however, in this

Planning Commission

Action Letter

April 11, 2017

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case the application needed a modification in order to satisfy the street frontage requirement and guarantee access to the development from SW Raintree Parkway. Modifications involving a UDO requirement were required to go through the PDP application process. Staff recommended approval subject to staff's Recommendation Item 1:

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

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

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

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

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

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

A motion was made by Board Member DeMoro, seconded by Board Member Rader, that this Rezoning and Preliminary Development Plan was recommended for approval to the City Council - Regular Session, due back on 5/4/2017. The motion carried unanimously.

OTHER AGENDA ITEMS

PUBLIC COMMENTS

ROUNDTABLE

ADJOURNMENT

For your convenience, Planning Commission agendas, as well as videos of Planning Commission meetings, may be viewed on the City's Internet site at "[www.cityofls.net](http://www.cityofls.net)".



# City of Lee's Summit

## Development Services Department

April 7, 2017

TO: Planning Commission  
FROM: Robert G. McKay, AICP, Director of Planning & Special Projects *ulq For RAM*  
RE: **Appl. #PL2017-034 – FINAL PLAT – Aldersgate Methodist Church, Lots 3-5 and Tract A; Engineering Solutions, LLC, applicant**

### Commentary

This final plat application is for *Aldersgate Methodist Church, Lots 3-5 and Tract A*, located on the north side of SW M-150 Highway, west of SW Hollywood Drive. The proposed final plat consists of 3 lots and 1 common area tract on 22.63 acres. The proposed final plat is substantially consistent with the approved preliminary development plan.

- 3 lots and 1 common area tract on 22.63 acres

### 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:** apartment complex, bank (existing) and church (existing)

**Number of Lots:** 3 lots and 1 common area tracts

**Land Area:** 2.77 acres—Lot 3 (bank)  
8.32 acres—Lot 4 (church)  
11.14 acres—Lot 5 (apartment complex)  
+ 0.40 acres—Tract A (common area)

**22.63 acres; 22.23 acres, excluding common area**

**Density:** 21.79 units/acre—Lot 5 (Residences at Echelon Apartments)

**Location:** north of SW M-150 Hwy., west of SW Hollywood Drive

**Zoning:** PMIX (Planned Mixed Use)

**Surrounding zoning and use:**

**North:** AG (Agricultural)—vacant undeveloped large lot

**South (across SW M-150 Hwy.):** CP-2 (Planned Community Commercial)—bank and daycare

**East (across SW Hollywood Dr.):** AG and CP-2—vacant undeveloped property and Summit Crest Plaza retail strip center and Wal-Mart

**West:** AG—Trailridge Elementary and Summit Lakes Middle Schools

## Background

- March 3, 1997 – The City Council approved the final development plan (Appl. #1997-108) for Aldersgate Methodist Church located at 350 SW M-150 Hwy.
- July 3, 1997 – The minor plat *Aldersgate Methodist Church, Lot 1* (Appl. #1997-209) was recorded at the Jackson County Recorder of Deeds office by Instrument #1997I0040577.
- October 7, 1997 – The City Council approved the final development plan (Appl. #1997-109) for BC National Bank (now Arvest Bank) located at 360 SW M-150 Hwy.
- October 14, 1997 – The City Council approved a rezoning (Appl. #1997-056) from District A (Agricultural, now AG) to District CB (Controlled Business, now CP-1) for property located at 360 SW M-150 Hwy. by Ord. #4523.
- November 12, 1997 – The minor plat *Resurvey of Lot 1, Aldersgate Methodist Church* (Appl. #1997-210) was recorded at the Jackson County Recorder of Deeds office by Instrument #1997I0070604.
- November 1, 2001 – The Unified Development Ordinance (UDO) became effective and changed District CB to District CP-1 (Planned Neighborhood Commercial).
- March 27, 2012 – The Planning Commission adopted the Comprehensive Plan for the M-150 Sustainable Development Corridor.
- October 3, 2016 – The City Council approved a rezoning, from AG and CP-1 to PMIX, and preliminary development plan (Appl. #PL2016-149) for land located at the northwest corner of SW M-150 Hwy. and SW Hollywood Dr., for The Residences at Echelon.

## Code and Ordinance Requirements to be met Following Approval

*The items in the box below are specific to this subdivision and must be satisfactorily addressed in order to bring this plat into compliance with the Codes and Ordinances of the City.*

### Engineering

1. All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final plat and approved prior to the approval of the final plat. All public infrastructure must be substantially complete, prior to the issuance of any building permits.
2. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the associated engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance permit).
3. All subdivision-related public improvements must have a Certificate of Final Acceptance prior to approval of the final plat, unless security is provided in the manner set forth in the City's Unified Development Ordinance (UDO) Section 16.340. If security is provided, building permits may be issued upon issuance of a Certificate of Substantial Completion of



the public infrastructure as outlined in Section 1000 of the City's Design and Construction Manual.

4. A Land Disturbance Permit shall be obtained from the Development Services Department if ground breaking will take place prior to the issuance of an infrastructure permit or prior to the approval of the final development plan/engineering plans.
5. Any cut and/or fill operations, which cause public infrastructure to exceed the maximum/minimum depths of cover shall be mitigated by relocating the infrastructure vertically and/or horizontally to meet the specifications contained within the City's Design & Construction Manual.

#### **Fire**

6. 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.

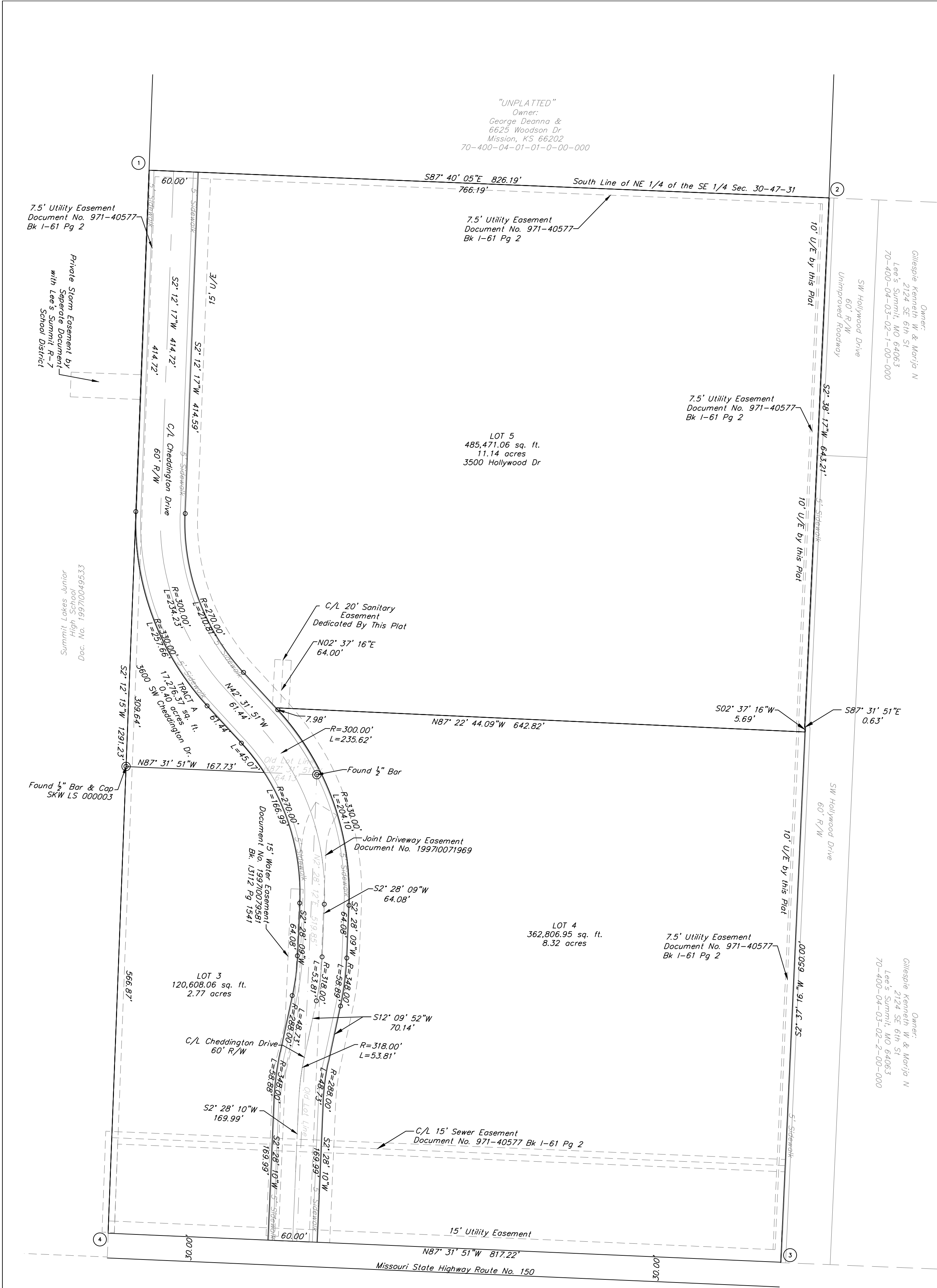
#### **Planning**

7. Sign permits shall be obtained prior to installation of any signs through the Development Services Department. All signs proposed must comply with the sign requirements as outlined in the sign section of the Unified Development Ordinance.
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 5.330 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.
9. A final plat shall be approved and recorded (with the necessary copies returned to the Development Services Department) 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.

RGM/cs

#### **Attachments:**

1. Final Plat, date stamped April 6, 2017 – 1 page
2. Location Map



Missouri State Plane Coordinate System  
1983, Missouri West Zone  
(2003 Adjustment)  
Reference Monument: JA-46  
Combined Scale Factor: 0.9998993

POINT	NORTHING	EASTING
1		
2	298522.348	860045.298
3	298512.100	860296.911
4	298118.341	860279.019
	298129.070	860030.162
JA-46		
	300640.584	860945.139

Coordinates Shown in Meters

OWNER/DEVELOPER:

ALDRSGATE METHODIST CHURCH  
350 SW MO 150 HIGHWAY  
Lee's Summit, MO 64082

IN TESTIMONY WHEREOF:

ALDRSGATE METHODIST CHURCH, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ALDRSGATE METHODIST CHURCH

Warren Alumbaugh, Board Chair Care of Aldersgate UMC

NOTARY CERTIFICATION:

STATE OF \_\_\_\_\_ JSS

COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED WARREN ALUMBAUGH, TO ME PERSONALLY KNOWN AND WHO BEING BY ME DULY SWORN BY ME DID SAY THAT HE IS BOARD CHAIR CARE OF ALDRSGATE UMC 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: \_\_\_\_\_

OWNER/DEVELOPER:

M150 Echelon Development, LLC  
Fred Delibero  
200 NE Missouri Road #200  
Lee's Summit, MO 64086

IN TESTIMONY WHEREOF:

M150 ECHELON DEVELOPMENT, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

M150 ECHELON DEVELOPMENT, L.L.C.

FRED DELIBERO, MEMBER

NOTARY CERTIFICATION:

STATE OF \_\_\_\_\_ JSS

COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED FRED DELIBERO, TO ME PERSONALLY KNOWN AND WHO BEING BY ME DULY SWORN BY ME DID SAY THAT HE IS A MEMBER OF M150 ECHELON DEVELOPMENT, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY AND AS THE FREE ACT AND DEED OF SAID COMPANY.

IN WITNESS THEREOF:

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

NOTARY PUBLIC

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

OWNER/DEVELOPER:

ARVEST BANK  
360 SW MO 150 HIGHWAY  
Lee's Summit, MO 64082

IN TESTIMONY WHEREOF:

ARVEST BANK, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ARVEST BANK

Lynn M. Anderson, Property and Branch Services Mgr.

NOTARY CERTIFICATION:

STATE OF \_\_\_\_\_ JSS

COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED LYNN M. ANDERSON, TO ME PERSONALLY KNOWN AND WHO BEING BY ME DULY SWORN BY ME DID SAY THAT HE IS PROPERTY AND BRANCH SERVICES MANAGER OF ARVEST BANK, 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: \_\_\_\_\_

CITY OF LEE'S SUMMIT:

MAYOR AND CITY COUNCIL CERTIFICATION:

THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT OF ALDRSGATE METHODIST CHURCH, LOTS 3-5 WAS SUBMITTED TO AND DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY ORDINANCE NO. \_\_\_\_\_.

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

DENISE R. CHISUM, MMC, CITY CLERK DATE \_\_\_\_\_

APPROVED:

PUBLIC WORKS / ENGINEERING

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

PLANNING & CODES ADMINISTRATION

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

PLANNING COMMISSION

FRED DeMORO, SECRETARY DATE \_\_\_\_\_

JACKSON COUNTY:

APPROVED: ASSESSOR'S OFFICE

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

# Final Plat

## Aldersgate Methodist Church

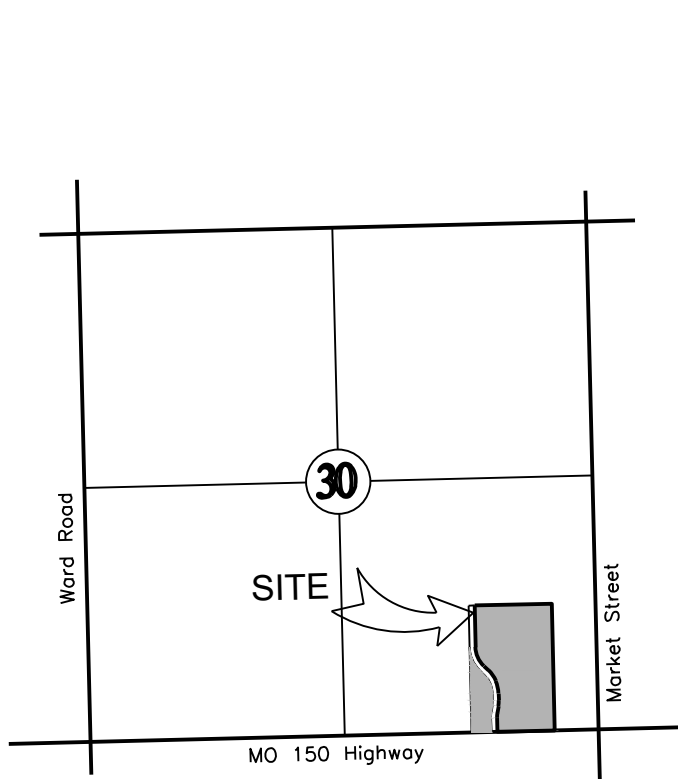
### Lots 3-5 & Tract A

#### A Replat of Lots 1-A & 1-B

#### Aldersgate Methodist Church

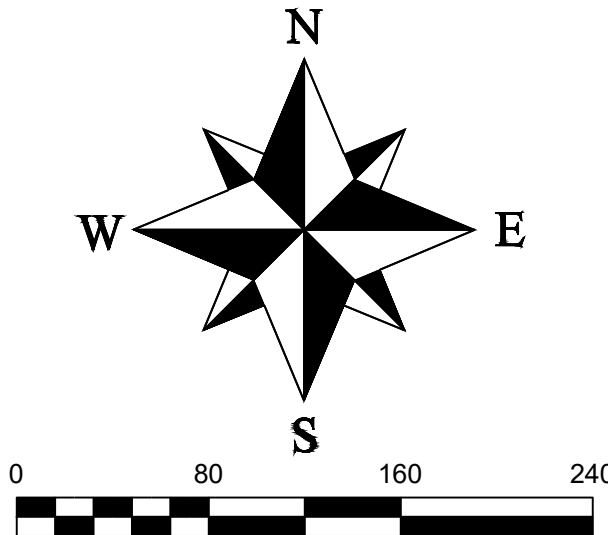
#### Section 30, Township 47 North, Range 31 West

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



### LOCATION MAP

#### SECTION 30-T47N-R31W



## LEGEND

These standard symbols will be found in the drawing.

- Set 1/2" Rebar & Cap (LS-2005008319-D)
- ⊙ Found Survey Monument (As Noted)
- U/E Utility Easement
- W/E Water Easement
- A/E Access/Pedestrian Easement
- B/L Building Setback Line

PROPERTY DESCRIPTION

All of Lots 1-A and 1-B, ALDRSGATE METHODIST CHURCH, A RESURVEY OF LOT 1, a subdivision in the City of Lee's Summit, Jackson County, Missouri, as recorded in the Office of the Recorder as Document No. 199710070604, EXCEPT that part within the public right of way of Missouri State Highway Route No. 150.

DEDICATION:

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

**ALDRSGATE METHODIST CHURCH - LOTS 3-5 & TRACT A**

EASEMENTS:

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO CITY OF LEE'S SUMMIT, MISSOURI TO LOCATE, CONSTRUCT, AND MAINTAIN, OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF POLES, WIRES, ANCHORS, CONDUITS, AND/OR STRUCTURES FOR WATER, GAS, SANITARY SEWER, STORM SEWER, SURFACE DRAINAGE CHANNEL, ELECTRICITY, TELEPHONE, CABLE TELEVISION, OR ANY OTHER NECESSARY PUBLIC UTILITY OR SERVICES, ANY OR ALL OF THEM, UPON, OVER, OR UNDER THOSE AREAS OUTLINED OR DESIGNATED UPON THIS PLAT AS "UTILITY EASEMENTS" (U/E) OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO PUBLIC USE ON THIS PLAT. GRANTOR, ON BEHALF OF HIMSELF, HIS HEIRS, HIS ASSIGNS AND SUCCESSORS IN INTEREST, HEREBY WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING, WITHOUT LIMITATION, SECTION 527.1888 RSMo. (2006), ANY RIGHT TO REQUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENT 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.

STREETS:

THE STREETS AND/OR THOROUGHFARES SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

SIDEWALKS

THE SIDEWALK ADJACENT TO CHEDDINGTON DRIVE SHALL BE INSTALLED, BY DEVELOPER, AT THE TIME OF THE INSTALLATION OF INFRASTRUCTURE. THE SIDEWALK ADJACENT TO HOLLYWOOD DRIVE IS CURRENTLY INSTALLED FROM M-150 TO KENBRIDGE DR, THE REMAINING SEGMENT SHALL BE INSTALLED BY A FUTURE DEVELOPER OF THE ADJACENT TRACTS.

COMMON AREA

TRACT A IS COMMON AREA TO BE OWNED AND MAINTAINED BY M150 ECHELON DEVELOPMENT, LLC, HOME OWNERS ASSOCIATION, INC.

SURVEYOR'S GENERAL NOTES:

- This survey is based upon the following information provided by the client or researched by this surveyor:
  - Aldersgate Methodist Church, Doc. No. 199710040577
  - Aldersgate Methodist Church, Resurvey of Lot 1, Doc. No. 199710070604
  - Summit Lakes Junior High School, Doc. No. 199900949533
- Title report was furnished by
- The subject property lies within a flood zone designation of (X), defined as areas to be outside of the 100 year floodplain, as shown on the Flood Insurance Rate Map prepared by the Federal Emergency Management Agency for the City of Lee's Summit, Jackson County, Missouri, Community Map No. 29095C0532G, with an effective date of January 20, 2017
- Bearings shown hereon are based on the plat of Aldersgate Methodist Church, Resurvey of Lot 1, Document No. 199710070604.
- This survey assumes no responsibility in the location of existing utilities within the subject premises. This is an above-ground survey. The underground utilities, if shown, are based on information provided by the various utility companies and these locations should be considered approximate. There may be additional underground utilities not shown on this drawing.
- 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 May, JR., P.E., 1995.

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 201200102  
ENGINEERING SOLUTIONS, LLC, MO CORP LS 2005008319-D

REVISIONS

DATE				

Final Plat - Aldersgate Methodist Church  
Lots 3-5 & Tract A  
Section 30, Township 47 North, Range 31 West  
Lee's Summit, Jackson County, Missouri

## Final Plat

SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	JOB NO.
1	30	47 N	31 W	Jackson	Aldersgate
DRAWN BY	SCALE	DATE OF PREPARATION			
M. Schlicht, PLS, PE	1"=80'	February 17, 2017			

PROFESSIONAL SEAL

ENGINEERING & SURVEYING  
ENGINEERING SOLUTIONS  
50 SE 30TH STREET  
LEE'S SUMMIT, MO 64082  
P: (816) 623-9888 F: (816) 623-9849



# #PL2017-034 -- FINAL PLAT

Aldersgate Methodist Church, Lots 3-5 & Tract A  
Engineering Solutions, LLC, applicant





## Packet Information

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**File #:** BILL NO. 19-207, **Version:** 1

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An Ordinance vacating certain utility easements located at 2024 NW Lowenstein Drive, 906 NW Pryor Road, and 930 NW Pryor Road in the City of Lee's Summit, Missouri.

(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

Proposed City Council Motion:

I move for adoption of an Ordinance vacating certain utility easements located at 2024 NW Lowenstein Drive, 906 NW Pryor Road, and 930 NW Pryor Road in the City of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director of Plan Services  
Rebecca A. Wymore, Levy Craig Law Firm/Attorney



## **BILL NO. 19-207**

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AN ORDINANCE VACATING CERTAIN UTILITY EASEMENTS LOCATED AT 2024 NW LOWENSTEIN DRIVE, 906 NW PRYOR ROAD, AND 930 NW PRYOR ROAD IN THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2019-148 was submitted by Levy Craig Law Firm, requesting vacation of utility easements located on properties addressed 2024 NW Lowenstein Dr., 906 NW Pryor Rd., and 930 NW Pryor Rd. in Lee's Summit, Missouri; and,

WHEREAS, the easements were dedicated to the City via the plat titled *Har-V-Heights* recorded by Document No. I-646040 BK 18, PG 13, and Document No. I-940472 BK 1-1962, PG 1148 & 1142, Document No. I-342000 BK I-864, PG 244, and Document No. I-338992 BK 1-858, PG 2159; and,

WHEREAS, the Planning Commission considered the request on August 22, 2019, and rendered a report to the City Council recommending that the vacation of easements be approved; and,

WHEREAS, the City Council for the City of Lee's Summit has determined that no damages are ascertainable by reason of such vacation.

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

SECTION 1. That the following described easements are hereby and herewith vacated:

THAT PORTION OF THE PLATTED BUILDING LINE AND THAT PORTION OF THE PLATTED EASEMENTS IN THE PLAT OF HAR-V-HEIGHTS RECORDED IN PLAT BOOK 18 AT PAGE 13 LYING WITHIN THE BOUNDARY OF SAID HAR-V-HEIGHTS AND BEING SUBDIVISIONS IN THE CITY OF LEE'S SUMMIT, COUNTY OF JACKSON, STATE OF MISSOURI, SAID BUILDING LINE BEING THAT PORTION OF THE 50 BUILDING LINE ALONG CLIFFORD ROAD, SAID EASEMENTS BEING THAT PORTION OF THE 10 FOOT UTILITY EASEMENT ALONG THE NORTH LINE OF LOTS 7 AND 8 AND THE PLATTED 5 FOOT UTILITY EASEMENT ALONG THE NORTH LINE OF LOT 1 AND THE WEST LINE OF LOTS 1, 2, 3, 4, AND 8.

THAT PORTION OF THE 15 FOOT UTILITY EASEMENTS DESCRIBED IN DOC. NO. I-940472 BK I-1962, PG 1148 AND THAT PORTION OF THE 7.5 FOOT UTILITY EASEMENTS DESCRIBED IN DOC. NO. I-940470 BK I-1962, PG 1142 LYING WITHIN THE BOUNDARY OF STREETS OF WEST PRYOR, SUBDIVISIONS IN THE CITY OF LEE'S SUMMIT, COUNTY OF JACKSON, STATE OF MISSOURI.

THAT PORTION OF THE 7.5 FOOT UTILITY EASEMENTS DESCRIBED IN DOC. NO. I-342000 BK I-864, PG 244 AND THAT PORTION OF THE 7.5 FOOT ELECTRIC LINE EASEMENTS DESCRIBED IN DOC. NO. I-338992 BK I-858, PG 2159 LYING WITHIN THE

## **BILL NO. 19-207**

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BOUNDARY OF STREETS OF WEST PRYOR, SUBDIVISIONS IN THE CITY OF LEE'S SUMMIT, COUNTY OF JACKSON, STATE OF MISSOURI.

SECTION 2. That upon the effective date of the vacation of the easements described in Section 1 above, the City releases all right, title and interest in and to the City owned infrastructure located within the easements.

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

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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





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

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## Development Services Staff Report

<b>File Number</b>	PL2019-148 – VACATION OF EASEMENT
<b>Applicant</b>	Levy Craig Law Firm
<b>Property Address</b>	2024 NW Lowenstein Dr, 906 NW Pryor Rd and 930 NW Pryor Rd
<b>Planning Commission Date</b>	August 22, 2019
<b>Heard by</b>	Planning Commission and City Council
<b>Analyst</b>	Jennifer Thompson, Senior Planner
<b>Checked By</b>	Hector Soto, Jr., AICP, Planning Manager Kent D. Monter, PE, Development Engineering Manager

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### Public Notification

Pre-application held: N/A  
Neighborhood meeting conducted: N/A  
Newspaper notification published on: N/A  
Radius notices mailed to properties within 185 feet on: N/A  
Site posted notice on: N/A

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### Table of Contents

1. Project Data and Facts	2
2. Land Use	2
3. Unified Development Ordinance (UDO)	3
4. Analysis	3
5. Recommended Conditions of Approval	4

### Attachments

Exhibit and Legal Description  
Location Map

## 1. Project Data and Facts

Project Data	
<b>Applicant/Status</b>	Levy Craig Law Firm /Attorney
<b>Applicant's Representative</b>	Rebecca A. Wymore
<b>Location of Property</b>	2024 NW Lowenstein Dr, 906 NW Pryor Rd and 930 NW Pryor Rd
<b>Size of Property</b>	±73 Acres - overall
<b>Zoning</b>	PMIX (Planned Mixed Use District)
<b>Comprehensive Plan Designation</b>	Commercial – Office Retail
<b>Procedure</b>	The Planning Commission makes a recommendation to the City Council on the vacation of easement. The City Council takes final action on the vacation of easement in the form of an ordinance.  Approval of the vacation of easement does not expire unless stated in the approval.

Current Land Use
The subject site is composed of multiple undeveloped parcels. Site work is currently being undertaken in preparation for future construction of the Streets of West Pryor development.

Description of Applicant's Request
The applicant requests to vacate 3 utility easements within the Streets of West Pryor development.

## 2. Land Use

Description and Character of Surrounding Area
The area surrounding the intersection of NW Pryor Rd and NW Lowenstein Dr. is the developed Summit Woods Shopping Center to the east and Lowenstein Park and single-family residential development to the south and west. The site is bordered by I-470 to the north and NW Chipman Road to the south.

### Adjacent Land Uses and Zoning

<b>North:</b>	AG (Agricultural) – Family Ranch – rock excavation (across I-470 Highway)
<b>South:</b>	R-1 (Single-family residential) – single family subdivision and AG (Agricultural) – Lowenstein Park (across NW Lowenstein Dr.)
<b>East:</b>	CP-2 (Planned Community Commercial District) – existing Summit Woods Shopping Center (across NW Pryor Rd.)
<b>West:</b>	R-1 (Single-family residential) and AG (Agricultural) – single-family subdivision and Lowenstein Park

Site Characteristics
Existing KCP&L overhead powerlines run north and south through the center of the property. As part of the approved development plan, the overhead lines are proposed to be relocated, parallel to NW Pryor Rd. The property environment is rugged, jagged terrain requiring extensive mass grading and clearing to make the site developable.



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

### **3. Unified Development Ordinance (UDO)**

Section	Description
2.480, 2.490	Vacation of Easement

#### **Unified Development Ordinance (UDO)**

The ultimate purpose of the vacation of easement is to allow for the development of the previously approved Streets of West Pryor mixed use district, which is an allowed use under the UDO and is also compatible with the uses under the approved preliminary development plan.

### **4. Analysis**

#### **Background and History**

The applicant requests to vacate the various utility easements on the subject properties. The vacation of the easements is necessary to accommodate the ongoing construction and site work for the Streets of West Pryor development.

- April 6, 2017 – The City Council approved a rezoning (Appl. #PL2016-206) from R-1 and CP-2 to PMIX – Approximately 39 acres generally bounded by I-470 on the north, NW Pryor Road on the east, and NW Lowenstein Drive on the southwest known as West Pryor Village, by Ordinance No. 8127.
- January 11, 2019 – The City Council approved a rezoning and preliminary development plan (Appl. #PL2018-098) for Streets of West Pryor by Ordinance No. 8531.
- March 19, 2019 - The City Council approved a Final Plat (Appl. #PL2018-232) for Streets of West Pryor, Lots 1-14, Tracts A, B, C, & D by Ordinance No. 8595.

#### **Compatibility**

The proposed vacation of easement is one of the required steps in the process of developing the subject properties according to the approved development plan.

#### **Adverse Impacts**

The proposed vacation of easement will not negatively impact the use or aesthetics of any neighboring property, nor does it negatively impact the health, safety and welfare of the public.

#### **Public Services**

No objections to the requested vacation of easements have been expressed by the utility companies, including the City's Public Works and Water Utilities Departments. The vacation will not impact the provision of utilities to the area. New easements were dedicated as part of the Final Plat of Streets of West Pryor.

#### **Comprehensive Plan**

The proposed vacation of easement does not compromise the ability to implement and/or achieve any policies, goals or objectives outlined in the Comprehensive Plan.

**Recommendation**

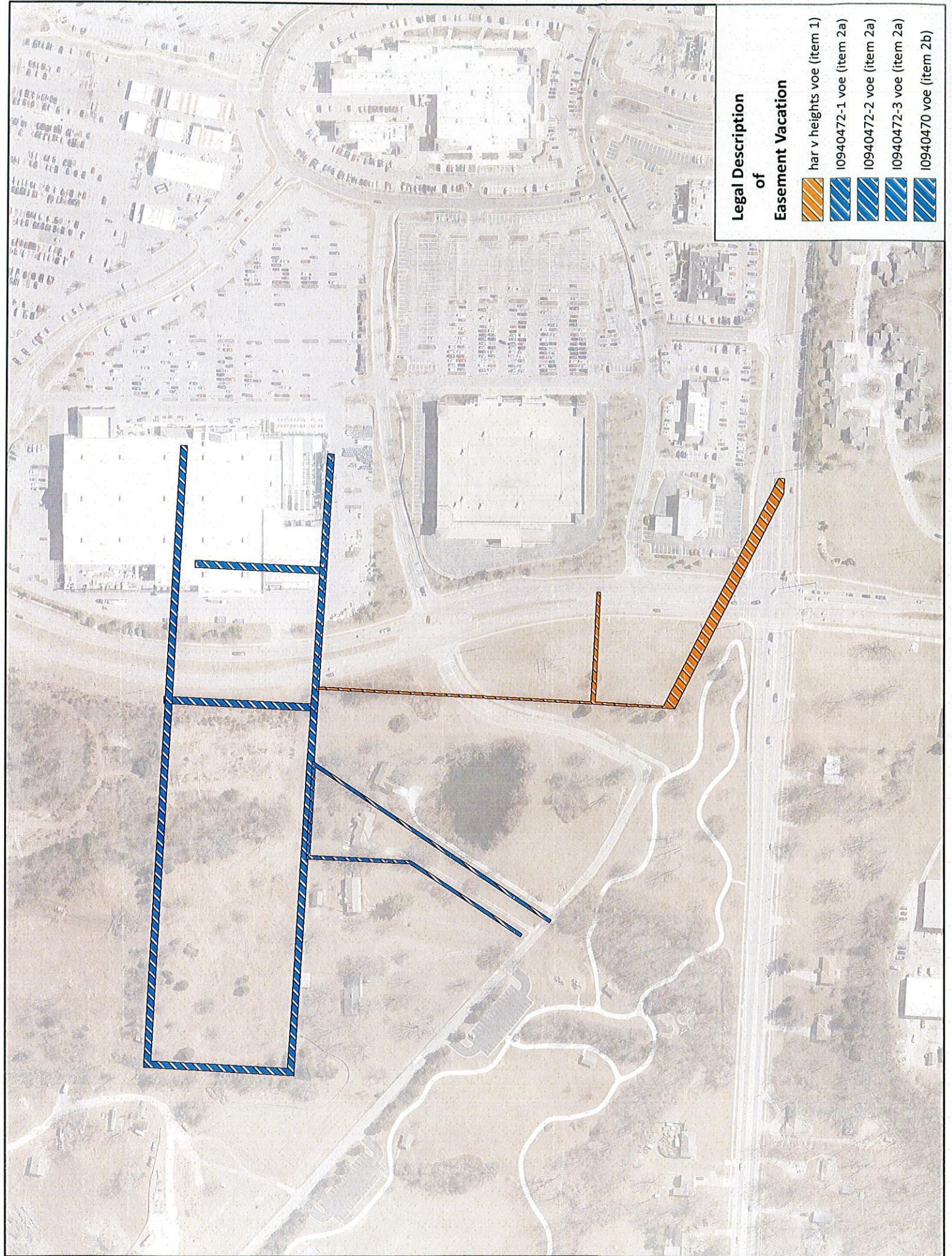
With the conditions of approval below, the application meets the requirements of the UDO and Design and Construction Manual (DCM).

## **5. Recommended Conditions of Approval**

### **Standard Conditions of Approval**

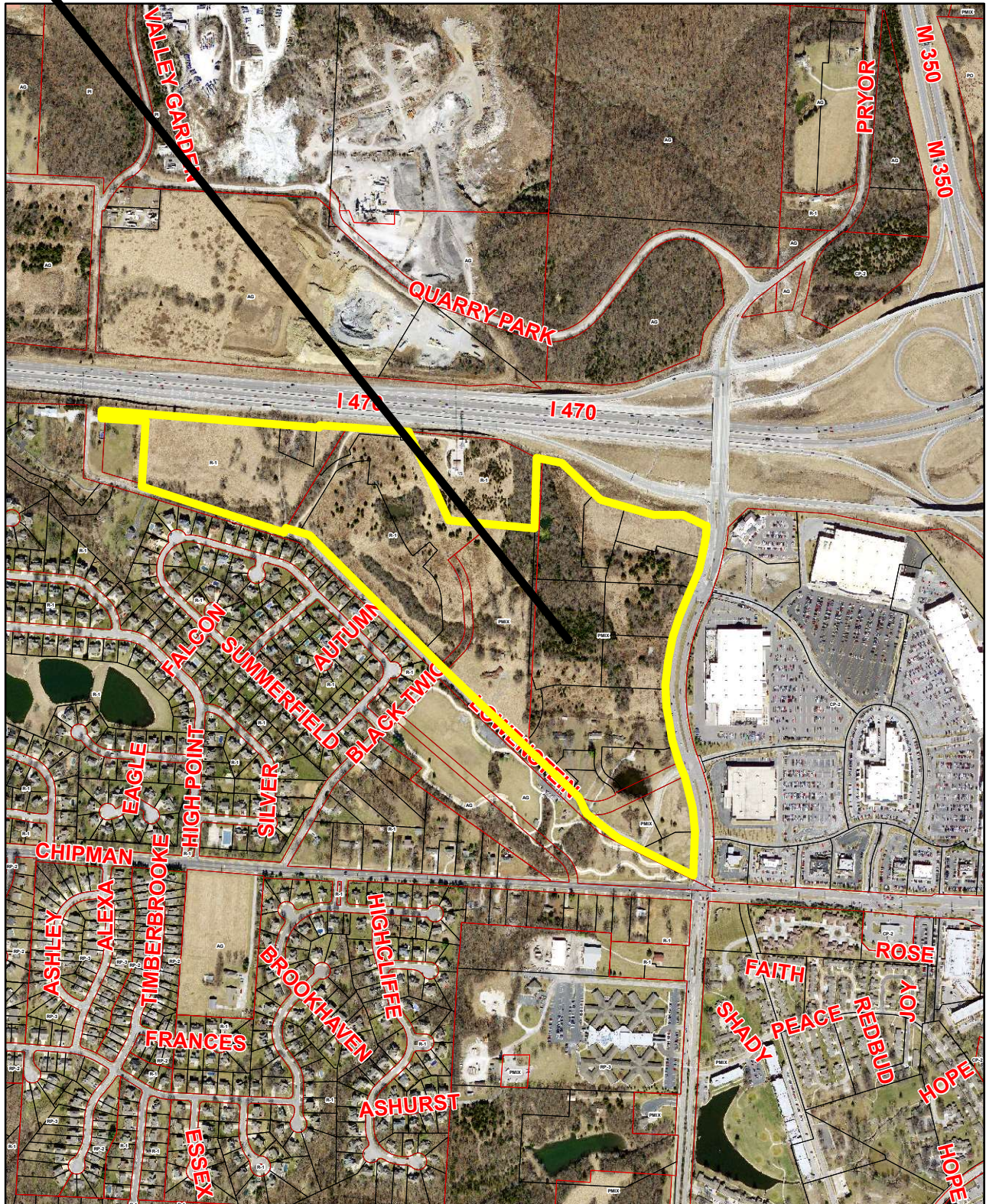
1. The ordinance approving the vacation of easement shall be recorded with the Jackson County Recorder of Deeds office and a copy of the recorded document shall be returned to the Development Services Department prior to the issuance of any building permit on the affected lots.







**Appl. #PL2019-148 – VACATION OF EASEMENT**  
**2024 NW Lowenstein Dr, 906 NW Pryor Rd and 930 NW Pryor Rd**  
**Levy Craig Law Firm, applicant**





## Packet Information

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**File #:** BILL NO. 19-208, **Version:** 1

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An Ordinance vacating certain utility easements located at 2700 NE McBaine Drive, 2720 NE McBaine Drive, 2700 NE Independence Avenue and 2721 NE Independence Avenue in the City Of Lee's Summit, Missouri.  
(Note: First reading by Council on September 3, 2019. Passed by unanimous vote.)

Proposed City Council Motion:

I move for adoption of an Ordinance vacating certain utility easements located at 2700 NE McBaine Drive, 2720 NE McBaine Drive, 2700 NE Independence Avenue and 2721 NE Independence Avenue in the City Of Lee's Summit, Missouri.

*..Presenter*

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

On motion of Mr. Funk, seconded by Ms. Dial, the Planning Commission unanimously voted on August 22, 2019, to APPROVE the Consent Agenda, inclusive of Appl. #PL2019-224 - Vacation of Easement - 2700 NE McBaine Dr, 2720 NE McBaine Dr, 2701 NE Independence Ave and 2721 NE Independence Ave; Marion Ridge Safety Storage, LLC, applicant.

## **BILL NO. 19-208**

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AN ORDINANCE VACATING CERTAIN UTILITY EASEMENTS LOCATED AT 2700 NE McBAINE DRIVE, 2720 NE McBAINE DRIVE, 2700 NE INDEPENDENCE AVENUE AND 2721 NE INDEPENDENCE AVENUE IN THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2019-224 was submitted by Marion Ridge Safety Storage, LLC, requesting vacation of utility easements located on properties addressed 2700 NE McBaine Drive, 2720 NE McBaine Drive, 2700 NE Independence Avenue and 2721 NE Independence Avenue in Lee's Summit, Missouri; and,

WHEREAS, the easements were dedicated to the City via the plat titled *I-470 Business and Technology Center, Lots 1-22 and Tracts A and B*, recorded by Document #2006-E-0072560; and,

WHEREAS, the Planning Commission considered the request on August 22, 2019, and rendered a report to the City Council recommending that the vacation of easements be approved; and,

WHEREAS, the City Council for the City of Lee's Summit has determined that no damages are ascertainable by reason of such vacation.

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

SECTION 1. That the following described easements are hereby and herewith vacated:

**EASEMENT NO. 1**

*A PART OF LOTS 13, 14, 21 AND 22, I-470 BUSINESS AND TECHNOLOGY CENTER, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI WITH THE CENTERLINE OF A 15 FOOT UTILITY EASEMENT BEING DESCRIBED AS FOLLOWS:*

*COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE SOUTH 83 DEGREES 14 MINUTES 56 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83 DEGREES 14 MINUTES 56 SECONDS EAST, 140.00 FEET TO A POINT OF TERMINATION. CONTAINING 2,100 SQUARE FEET, MORE OR LESS.*

AND

**EASEMENT NO. 2**

*A PART OF LOTS 14 AND 21, I-470 BUSINESS AND TECHNOLOGY CENTER, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI WITH THE CENTERLINE OF A 15 FOOT UTILITY EASEMENT BEING DESCRIBED AS FOLLOWS:*

*COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTH 06 DEGREES 45 MINUTES 04 SECONDS WEST, 21.50 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES 44 SECONDS EAST, 40.00 FEET TO THE POINT OF*



## **BILL NO. 19-208**

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*BEGINNING; THENCE CONTINUE SOUTH 83 DEGREES 14 MINUTES 44 SECONDS EAST, 140.00 FEET TO A POINT OF TERMINATION. CONTAINING 2,100 SQUARE FEET, MORE OR LESS.*

SECTION 2. That upon the effective date of the vacation of the easements described in Section 1 above, the City releases all right, title and interest in and to the City owned infrastructure located within the easements.

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

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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*

## The City of Lee's Summit

### Action Letter

### Planning Commission

Thursday, August 22, 2019

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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Call to Order

Roll Call

**Present:** 6 - Board Member Carla Dial  
Board Member Jason Norbury  
Board Member Donnie Funk  
Board Member Jeff Sims  
Board Member Jake Loveless  
Board Member John Lovell

**Absent:** 3 - Board Member Dana Arth  
Board Member Don Gustafson  
Board Member Mark Kitchens

Approval of Agenda

**A motion was made by Board Member Funk, seconded by Board Member Sims, that this agenda be approved. The motion carried unanimously.**

Public Comments

**There were public comments presented at the meeting.**

Approval of Consent Agenda

[TMP-1337](#) An Ordinance approving Application #PL2019-148 - Vacation of Easement, 2024 NW Lowenstein Dr, 906 NW Pryor Rd and 930 NW Pryor Rd; Levy Craig Law Firm, applicant.

**A motion was made by Board Member Funk, seconded by Board Member Dial, that this application be recommended for approval to the City Council - Regular Session. The motion carried unanimously.**

[TMP-1338](#) Appl. #PL2019-211 - FINAL PLAT - Princeton, Lots 1 and 2; Lee's Summit Senior Community, LLC, applicant

**A motion was made by Board Member Funk, seconded by Board Member Dial, that this application be recommended for approval to the City Council - Regular Session. The motion carried unanimously.**

[TMP-1339](#) An Ordinance approving Appl. #PL2019-224 - Vacation of Easement - 2700 NE McBaine Dr, 2720 NE McBaine Dr, 2701 NE Independence Ave and 2721 NE



Planning Commission

Action Letter

August 22, 2019

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Independence Ave; Marion Ridge Safety Storage, LLC, applicant.

**A motion was made by Board Member Funk, seconded by Board Member Dial, that this application be recommended for approval to the City Council - Regular Session. The motion carried unanimously.**

[2019-2988](#)

Minutes of the August 8, 2019, Planning Commission meeting

**A motion was made by Board Member Funk, seconded by Board Member Dial, that these minutes be approved. The motion carried unanimously.**

Public Hearings

[2019-2987](#)

Continued Appl. #PL2019-121 - PRELIMINARY DEVELOPMENT PLAN - Summit Avenue Addition, Lots 1 & 2, 114 & 200 SE Summit Ave; George and Peggy Nie, applicant

**A motion was made by Board Member Funk, seconded by Board Member Loveless, that this application be recommended for approval to the City Council - Regular Session. The motion carried unanimously.**

[2019-2985](#)

Public Hearing: Application #PL2019-247 - Preliminary Development Plan - City of Lee's Summit ground-mounted solar arrays, 1971 SE Hamblen Rd, 701 NW Main Street, 1751 NE Tudor Road and 1399 SW Ward Road; City of Lee's Summit, applicant.

**A motion was made by Board Member Funk, seconded by Board Member Sims, that this application be recommended for approval to the City Council - Regular Session. The motion carried unanimously.**

Roundtable

**There were no roundtable items presented at the meeting.**

T Adjournment

**There being no further business, Chairperson Norbury adjourned the meeting at 5:40 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 "lsmo.legistar.com"



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

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## Development Services Staff Report

<b>File Number</b>	PL2019-224 – VACATION OF EASEMENT
<b>Applicant</b>	Marion Ridge Safety Storage, LLC
<b>Property Address</b>	2700 NE McBaine Dr 2720 NE McBaine Dr 2701 NE Independence Ave 2721 NE Independence Ave
<b>Planning Commission Date</b>	August 22, 2019
<b>Heard by</b>	Planning Commission and City Council
<b>Analyst</b>	Hector Soto, Jr., AICP, Planning Manager
<b>Checked By</b>	Kent Monter, PE, Development Engineering Manager

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### Public Notification

Pre-application held: N/A  
Neighborhood meeting conducted: N/A  
Newspaper notification published on: N/A  
Radius notices mailed to properties within 185 feet on: N/A  
Site posted notice on: N/A

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### Table of Contents

1. Project Data and Facts	2
2. Land Use	2
3. Unified Development Ordinance (UDO)	3
4. Analysis	3
5. Recommended Conditions of Approval	4

### Attachments

Exhibit and Legal Description, dated June 25, 2019  
Location Map



## 1. Project Data and Facts

Project Data	
<b>Applicant/Status</b>	Marion Ridge Safety Storage, LLC /Owner
<b>Applicant's Representative</b>	David Ward
<b>Location of Property</b>	2700 NE McBaine Dr 2720 NE McBaine Dr 2701 NE Independence Ave 2721 NE Independence Ave
<b>Size of Property</b>	±4.12 Acres (total properties)
<b>Zoning</b>	PMIX (Planned Mixed Use)
<b>Comprehensive Plan Designation</b>	Planned Mixed Use
<b>Procedure</b>	The Planning Commission makes a recommendation to the City Council on the vacation of easement. The City Council takes final action on the vacation of easement in the form of an ordinance.  Approval of the vacation of easement does not expire unless stated in the approval.

Current Land Use
The subject properties are currently undeveloped, but they are the site of a future 179,467 sq. ft. industrial warehouse building. The applicant has submitted an application to combine the four (4) subject properties into a single lot for the future building.

Description of Applicant's Request
The applicant requests to vacate all of two (2) separate 15' wide utility easements that conflict with the future location of an industrial warehouse building on the subject properties.

## 2. Land Use

Description and Character of Surrounding Area
The property is located in the I-470 Business and Technology Center commercial/industrial park. The area is bordered by I-470 on the east and commercial/industrial uses to the north, south and west.

### Adjacent Land Uses and Zoning

<b>North:</b>	Commercial/Industrial / PMIX
<b>South:</b>	Commercial/Industrial / PMIX
<b>East:</b>	Commercial/Industrial / PMIX and I-470
<b>West:</b>	Commercial/Industrial / CS (Commercial Services)

Site Characteristics
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The site consists of four (4) vacant lots that will be combined for the future development of a large industrial warehouse building. The properties have frontage on both NE Independence Ave and NE McBaine Dr.
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<b>Special Considerations</b>
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N/A
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### 3. Unified Development Ordinance (UDO)

Section	Description
2.480, 2.490	Vacation of Easement

#### Unified Development Ordinance (UDO)

The purpose of the vacation of easements is to eliminate a conflict between the easement locations and the site of the future industrial warehouse building.

### 4. Analysis

#### Background and History

The applicant requests to vacate two (2) separate 15' wide utility easements located on Lots 13, 14, 21 and 22 of *I-470 Business and Technology Center*. The vacation of easements is necessary to accommodate construction of a future building on the subject lots.

- March 2, 2006 – The City Council approved the rezoning (Appl. #2005-076) from PI-2 (now PI) to PMIX and preliminary development plan (Appl. #2005-077) for *I-470 Business and Technology Center* by Ordinance No. 6144.
- July 6, 2006 – The City Council approved the final plat (Appl. #2006-072) for *I-470 Business and Technology Center, Lots 1-22 and Tracts A and B* by Ordinance No. 6209. The subject 15' easements were dedicated as part of this plat. The final plat was recorded with the Jackson County Recorder of Deeds Office by Instrument No. 2006-E-0072560 on August 9, 2006.

#### Compatibility

The proposed vacation of easements allows for a proposed industrial warehouse building to be built on the subject properties. The properties are located in a commercial/industrial park area generally located at the southwest intersection of NE Strother Rd and I-470.

#### Adverse Impacts

The proposed vacation of easements will not negatively impact the use or aesthetics of any neighboring property, nor does it negatively impact the health, safety and welfare of the public.

#### Public Services

No objections to the requested vacation of easements have been expressed by the utility companies, including the City's Public Works and Water Utilities Departments. The vacation will not impact the provision of utilities to the area. New easements to accommodate future utility needs will be dedicated as needed as part of the minor plat that merges the four (4) subject properties.



**Comprehensive Plan**

The proposed vacation of easements does not compromise the ability to implement and/or achieve any policies, goals or objectives outlined in the Comprehensive Plan.

**Recommendation**

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

## **5. Recommended Conditions of Approval**

### **Standard Conditions of Approval**

1. The ordinance approving the vacation of easements shall be recorded with the Jackson County Recorder of Deeds office and a copy of the recorded document shall be returned to the Development Services Department prior to the issuance of any building permit on the affected lot.

VACATION OF UTILITY EASEMENTS EXHIBIT  
A PART OF LOTS 13, 14, 21 AND 22  
I-470 BUSINESS AND TECHNOLOGY CENTER  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

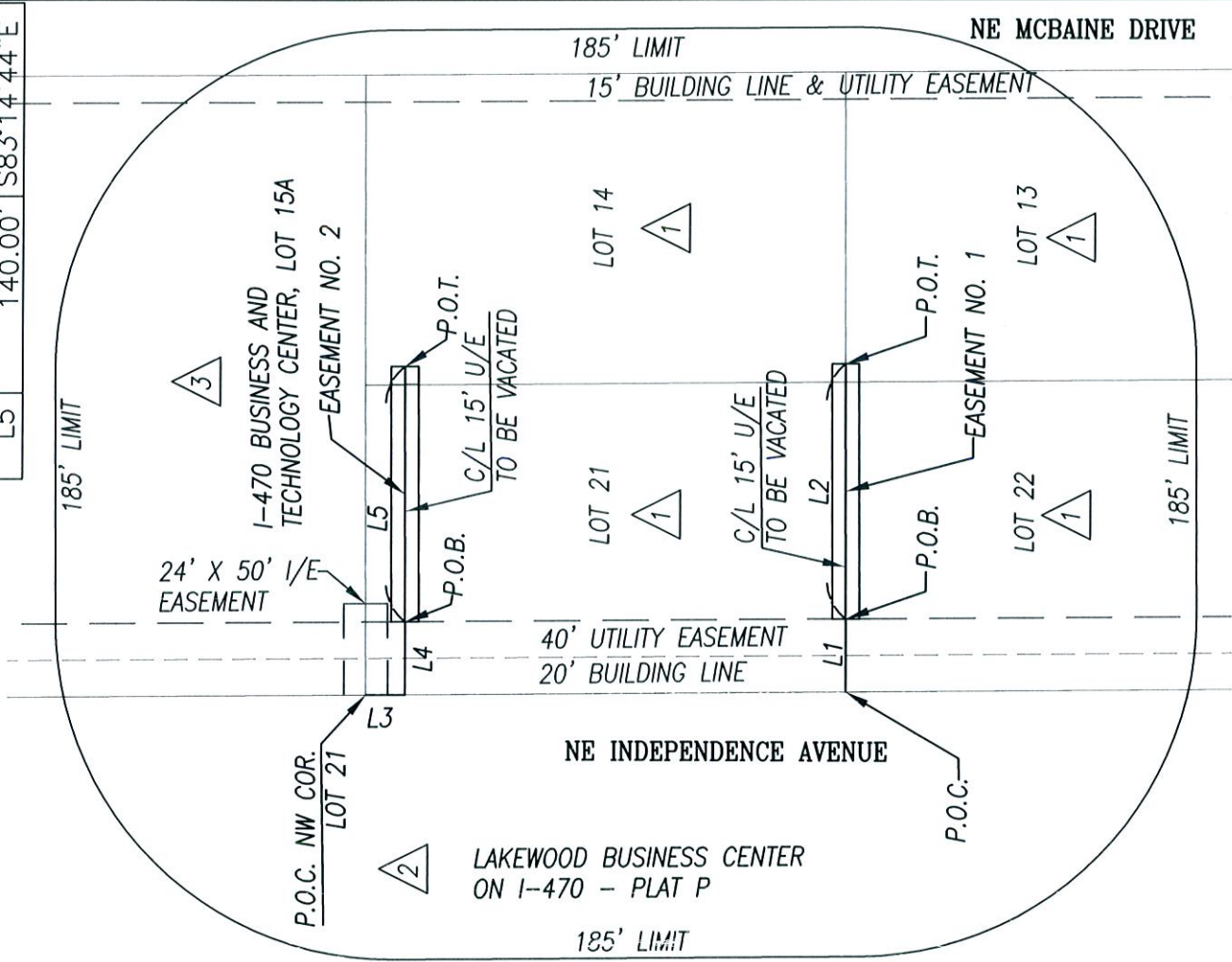
# = TRACT NUMBER

OWNERSHIP:

- MARION RIDGE SAFETY STORAGE LLC  
1101 C NW PAMELA BLVD  
GRAIN VALLEY, MO 64029
- LBP IV LLC  
3170 NE CARNEGIE DR STE 400  
LEE'S SUMMIT, MO 64064
- LSMOB OWNER, LLC  
11715 ADMINISTRATION DR., SUITE 200  
MARYLAND HEIGHTS, MO. 63146

LEGEND:

- P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING  
P.O.T. - POINT OF TERMINATION



VACATION DESCRIPTION:

EASEMENT NO. 1

A PART OF LOTS 13, 14, 21 AND 22, I-470 BUSINESS AND TECHNOLOGY CENTER, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI WITH THE CENTERLINE OF A 15 FEET UTILITY EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE SOUTH 83 DEGREES 14 MINUTES 56 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 14 MINUTES 56 SECONDS EAST, 140.00 FEET TO A POINT OF TERMINATION. CONTAINING 2,100 SQUARE FEET, MORE OR LESS.

VACATION DESCRIPTION:

EASEMENT NO. 2

A PART OF LOTS 14 AND 21, I-470 BUSINESS AND TECHNOLOGY CENTER, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI WITH THE CENTERLINE OF A 15 FEET UTILITY EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTH 06 DEGREES 45 MINUTES 04 SECONDS WEST, 21.50 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES 44 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83 DEGREES 14 MINUTES 44 SECONDS EAST, 140.00 FEET TO A POINT OF TERMINATION. CONTAINING 2,100 SQUARE FEET, MORE OR LESS.

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	S83°14'56"E
L2	140.00'	S83°14'56"E
L3	21.50'	S06°45'04"W
L4	40.00'	S83°14'44"E
L5	140.00'	S83°14'44"E

0 50 100  
Scale in Feet  
1" = 100'

DATE: JUNE 25, 2019

CLIENT:

MARION RIDGE SAFETY STORAGE, LLC  
ATTN: DAVID L. WARD  
1101 C NW PAMELA BLVD.  
GRAIN VALLEY, MISSOURI 64029

VACATION OF UTILITY EASEMENTS EXHIBIT

BOUNDARY & CONSTRUCTION  
SURVEYING, INC.

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

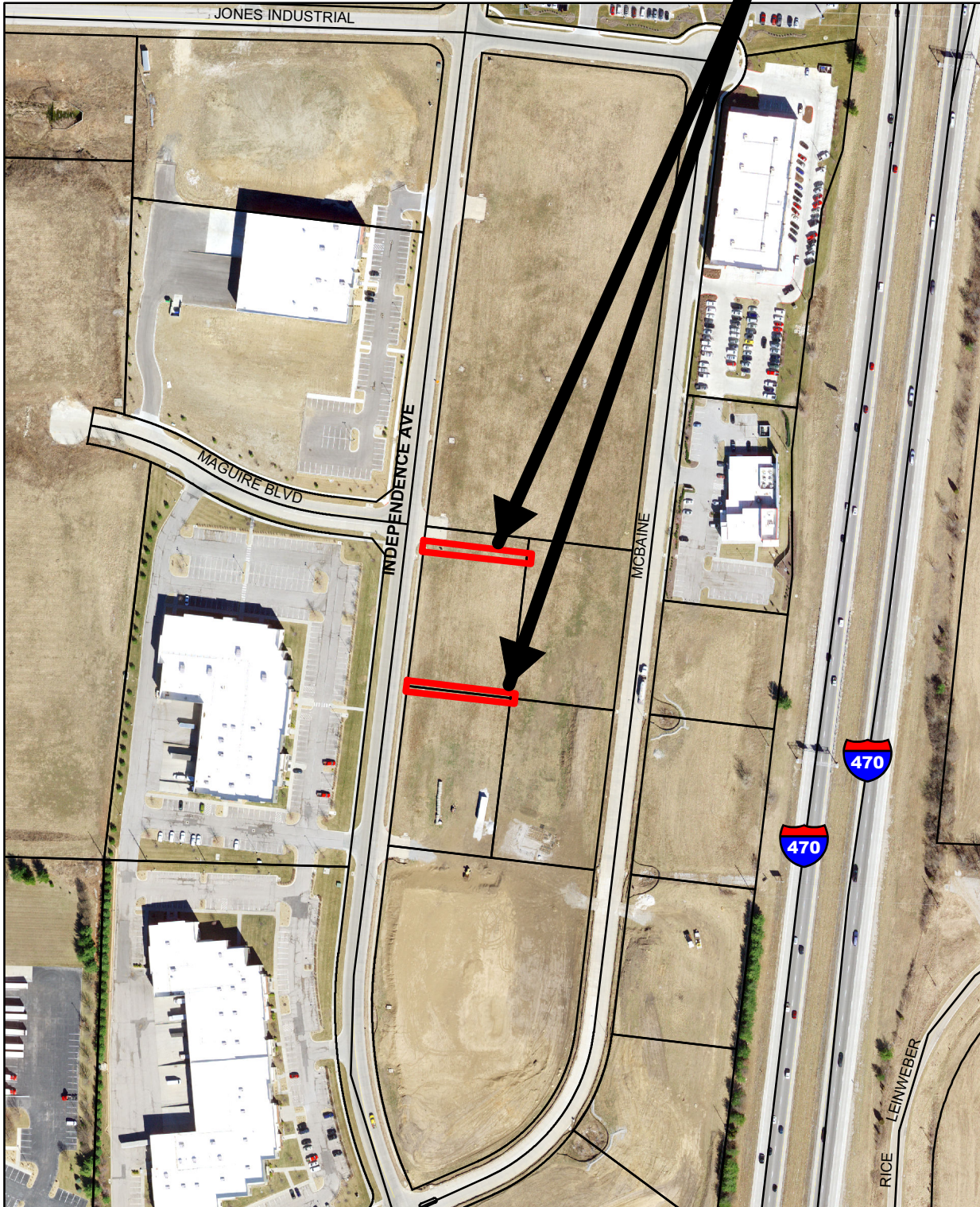
PROJECT NO. 18-329

SHEET 1 OF 1

I-470 BUSINESS AND TECHNOLOGY CENTER, LEE'S SUMMIT, MO.



**PL2019-224 VAC OF EASEMENT**  
**Lots 13, 14, 21 and 22**  
**I-470 Bus and Tech Ctr**



## Packet Information

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**File #:** 2019-2969, **Version:** 1

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Constitution Week September 17 - 23, 2019

Lou Lamb and other members from the Prairie Chapter Daughters of the American Revolution



# PROCLAMATION



**WHEREAS**, on July 4, 1776, the original thirteen American colonies declared their independence from Great Britain when the founding fathers in brave solidarity signed the Declaration of Independence forming a new nation; and,

**WHEREAS**, to further structure the government and to guide the leadership of this young nation, on September 17, 1787, the Constitution of the United States of America was written creating the three branches of government, defining the powers for each branch and setting forth a system of checks and balances of power; and,

**WHEREAS**, since then the United States Constitution remains the supreme law of the land and judicial guardian of our liberties, embodying the principles of limited government, dedicated to rule by law; and,

**WHEREAS**, today the United States Constitution prevails as the world's longest surviving written charter of government and continues to affirm the profound adage "a government of the people, for the people, and by the people".

**NOW, THEREFORE**, I, William A. Baird, by virtue of the authority vested in me as Mayor of the City of Lee's Summit, Missouri, do hereby proclaim the week of September 17 through 23, 2019 as

## ***CONSTITUTION WEEK***

to remind our citizens to reaffirm the principles of the United States Constitution, to vigilantly protect their freedoms guaranteed through this magnificent document and remember the wise tenet of our founding fathers that lost rights may never be regained.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Lee's Summit, Missouri, this 17th day of September 2019.

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**MAYOR WILLIAM A. BAIRD**

## Packet Information

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**File #:** 2019-2987, **Version:** 1

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Continued Appl. #PL2019-121- PRELIMINARY DEVELOPMENT PLAN - Summit Avenue Addition, Lots 1 & 2, 114 & 200 SE Summit Ave; George and Peggy Nie, applicant

Issue/Request:

The applicant seeks approval of a preliminary development plan for Summit Avenue Addition. The proposed development consists of two (2) duplexes located on two separate lots, located at 114 and 200 SE Summit Avenue. The proposed duplexes are 2-story structures with front-entry garages, front covered porches and side patio landings. The proposed building materials are comprised of lap siding, stone veneer accents, and architectural shingles in colors of gray, white, and weathered wood. Each unit will be approximately 1,242 sq. ft. A modification to the lot width for both lots is sought as part of this application.

Proposed City Council Motion:

I move to recommend approval of **Continued Appl. #PL2019-121 - PRELIMINARY DEVELOPMENT PLAN** - Summit Avenue Addition, Lots 1 & 2, 114 & 200 SE Summit Ave; George and Peggy Nie, applicant

Josh Johnson, Assistant Director of Plan Services

Peggy Nie, owner

Kevin Sterrett, Engineer HG Consult

1. A modification shall be granted to the minimum lot width of 80' for a duplex in the RP-2 zoning district to allow a minimum of 60' for Lot 1 and 64.4' for Lot 2.
2. The developer shall make payment to the City of Lee's Summit for construction cost in lieu of actual construction for the segment of sidewalk along SE Summit Ave.

At the August 22, 2019 Planning Commission meeting a motion was made by Commissioner Funk, seconded by Commissioner Loveless, that Appl. #PL2019-121 - Preliminary Development Plan- Summit Avenue Addition, Lots 1 & 2, 114 & 200 SE Summit Ave; George and Pegg Nie, applicant be recommended for approval to the City Council-Regular Session, due back on 9/17/2019. The motion carried unanimously.



## The City of Lee's Summit

### Action Letter

### Planning Commission

Thursday, August 22, 2019

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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Call to Order

Roll Call

**Present:** 6 - Board Member Carla Dial  
Board Member Jason Norbury  
Board Member Donnie Funk  
Board Member Jeff Sims  
Board Member Jake Loveless  
Board Member John Lovell

**Absent:** 3 - Board Member Dana Arth  
Board Member Don Gustafson  
Board Member Mark Kitchens

Approval of Agenda

Chairperson Norbury announced that there were no changes to the agenda, and asked for a motion to approve.

A motion was made by Board Member Funk, seconded by Board Member Sims, that this agenda be approved. The motion carried unanimously.

Public Comments

Ms. Stacey Gibbons, accompanied by her father Mr. Kevin Hustable, gave her address as 106 SE Summit Avenue in Lee's Summit. She stated that there were duplexes planned next to their home, and she had just heard about plans to move the construction away from the wooded area where there was a drainage ditch. She wanted to know if that was updated, as she was concerned that it would drain back onto their property and was over a sewer line.

Chairperson Norbury replied that this was an issue to be covered in tonight's public hearing, so the applicant could be asked to clarify.

Approval of Consent Agenda

[TMP-1337](#) An Ordinance approving Application #PL2019-148 - Vacation of Easement, 2024 NW Lowenstein Dr, 906 NW Pryor Rd and 930 NW Pryor Rd; Levy Craig Law Firm, applicant.

A motion was made by Board Member Funk, seconded by Board Member Dial, that this application be recommended for approval to the City Council - Regular Session. The motion carried unanimously.

[TMP-1338](#) Appl. #PL2019-211 - FINAL PLAT - Princeton, Lots 1 and 2; Lee's Summit Senior

Community, LLC, applicant

A motion was made by Board Member Funk, seconded by Board Member Dial, that this application be recommended for approval to the City Council - Regular Session. The motion carried unanimously.

**TMP-1339** An Ordinance approving an ordinance vacating certain utility easements located at 2700 NE McBaine Drive, 2720 NE McBaine Drive, 2700 NE Independence Avenue and 2721 NE Independence Avenue in the City of Lee's Summit, Missouri.

A motion was made by Board Member Funk, seconded by Board Member Dial, that this application be recommended for approval to the City Council - Regular Session. The motion carried unanimously.

[2019-2988](#) Minutes of the August 8, 2019, Planning Commission meeting

A motion was made by Board Member Funk, seconded by Board Member Dial, that these minutes be approved. The motion carried unanimously.

#### Public Hearings

[2019-2987](#) Public Hearing: Application #PL2019-121 - Preliminary Development Plan - Summit Avenue Addition, Lots 1 & 2, 114 & 200 SE Summit Ave; George and Peggy Nie, applicant.  
(NOTE: This Public Hearing is to be continued to September 17, 2019 per the applicant's request.)

Chairperson Norbury opened the hearing at 5:03 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Peggy Nie gave her address as 30 NE Shoreview Drive in Lee's Summit. She and her husband were seeking approval of the preliminary development plan for the duplexes to be constructed at the Summit Avenue address.

Chairperson Norbury asked for staff comments.

Ms. Thompson entered Exhibit (A), list of exhibits 1-18 into the record. She described the planned development as two duplexes, located on separate lots, at 114 and 200 SE Summit Avenue. The property had a wooded portion at the back and was surrounded by a mixture of duplexes and small single-family homes. It was currently zoned RP-2, as was the property and duplex to the north. An office complex was adjacent to the west, with the property zoned CP-1. Zoning to the south was R-1, with a single-family home. Another existing duplex with RP-2 zoning, plus some vacant lots, were to the east across Summit Avenue. The displayed site plan showed the two duplexes as being parallel but not directly adjacent to each other. These two lots were a total .71 acres, with a density of 5.63 units per acre, with 7.5 units per acre being the maximum allowed density in RP-2. Ms. Thompson added that this was a correction to the density mentioned in staff's report.

The landscape plan included a required medium-impact landscape buffer on the west, abutting CP-1 property; and a low-impact buffer to the south between the duplexes and R-1. The applicants' landscape plan met all the requirements cited in the UDO. Displayed elevations showed two-story structures with front-entry garages, front covered porches and side patios. Proposed materials were a combination of lap siding, stone veneer accents and architectural shingles, with a mixture of gray, white and 'weathered wood' colors. Each unit was a little under 1,200 square feet. A side elevation showed the material palette and colors. A displayed



floor plan showed the covered porch extending about 5 feet out toward the street, and Ms. Thompson pointed out its location on the front elevation.

The applicants requested a modification to the lot width requirements of a minimum 80 feet in RP-2 zoning; specifically 60 feet for lot 1 and 64.44 feet for lot 2. Staff supported this request, as it was an infill development located in the designated Old Lee's Summit neighborhood. The Comprehensive Plan's land use category encouraged increasing the housing stock, specifically multi-family, medium- to high-density single-family, and townhomes. The applicant had submitted a compatibility plan, the lot size was comparable to other residential lots in the neighborhood. She displayed photos of homes in the surrounding neighborhood, including the duplexes near the Gamber Center, which had about the same lot size.

Staff had two Conditions of Approval. Condition 1 referenced the modification requested, and Condition 2 required the developer to pay the City for construction cost of a sidewalk in lieu of constructing one along Summit Avenue, which was an unimproved road.

Mr. Monter then addressed the earlier comment from a neighbor. The wooded area was at the west side of the property, and had existing drainage. He pointed out the boundary, indicated in yellow, with arrows pointing to the drainage locations. A drainage channel around this area was proposed to take the stormwater around the lot, and was intended to flow up to the Gamber Center; so the applicants needed a drainage easement, which the applicants were currently negotiating. The problem was inadequate grading and drainage, though he had not heard of any structures in the neighborhood being flooded.

Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. Seeing none, he opened the hearing for questions for the applicant or staff.

Noting the reference to flooding issues in staff's letter, Mr. Sims asked if the property to the north currently had floods. Mr. Monter replied that a fair amount of drainage area existed upstream; and neither property was adequately graded. In heavy rains the water drained in 'sheets' onto 2nd Street, but he had not heard of any structures being flooded.

Mr. Funk asked if the duplexes were for rent or for sale. Ms. Nie replied that most likely they would be rentals. Noting the unimproved road, Mr. Funk remarked that he hoped the Commission would not get into the same issue with Olive and Orchard Streets at a recent meeting. Ms. Thompson explained that this would not be an issue, since this would be such a small infill development that would have little to no impact on surrounding roads. She noted in the "Public Services" part of staff's report that SE Summit Avenue had "sufficient capacity to accommodate the proposed use. No improvements to SE Summit Avenue are required as part of the proposed development. The total trip generation is two vehicles during the peak hour, making traffic impact negligible and unmeasurable."

Mr. Loveless asked for some clarification of the second Condition of Approval. Ms. Thompson answered that since this was an unimproved road, it did not make sense to build a sidewalk for this size development. In the future, the road might be improved as part of a CIP project and a sidewalk would be built at that point. At present, the required payment would be used to build a sidewalk elsewhere in Lee's Summit where one was needed. Mr. Loveless then asked if the site was in a flood plain, and Mr. Monter replied that it was not. The issue was the grading. Mr. Loveless noted the grading plan included removing trees, and asked about possible erosion. Mr. Monter answered that applicants were required to submit erosion control plans, and that would include keeping as many trees as possible.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:27 p.m. and asked for discussion among the

Planning Commission

Action Letter

August 22, 2019

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Commission members or for a motion.

Mr. Funk made a motion to recommend approval of continued Application. PL2019-121, Preliminary Development Plan: Summit Avenue Addition, Lots 1 & 2, 114 & 200 SE Summit Ave; George and Peggy Nie, applicant; subject to staff's letter of August 16, 2019, specifically Conditions of Approval 1 and 2. Mr. Sims 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 Funk, seconded by Board Member Loveless, that this application be recommended for approval to the City Council - Regular Session. The motion carried unanimously.

**2019-2985**

Public Hearing: Application #PL2019-247 - Preliminary Development Plan - City of Lee's Summit ground-mounted solar arrays, 1971 SE Hamblen Road, 701 NW Main Street, 1751 NE Tudor Road and 1399 SW Ward Road; City of Lee's Summit, applicant.

Chairperson Norbury opened the hearing at 5:28 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Soto entered Exhibit (A), list of exhibits 1-12 into the record. He first gave some information about the project. The City of Lee's Summit had a project for roof- or ground-mounted solar installations; and the City Council had recently approved the contract with M.C. Power. Of the 15 identified sites, 4 of which could not accommodate ground-mounted arrays; and the UDO required mounting them in a rear yard. These sites were the Public Works maintenance facility (Hamblen Road), the High Service water pump station, or "Sled Hill" (northwest corner of Chipman and Douglas), the Tudor Road wastewater pump station and the south terminal water pump station (northeast corner of Scherer and Ward Roads). The preliminary development plan was for specifically for the purpose of requesting a modification to the rear yard requirement for these 4 sites. The other 11 sites could meet the UDO requirements, so approval would go through the normal building permit process. An aerial map showed the project locations.

A displayed site plan for Hamblen Road showed the approximate proposed side yard location on the north side, plus some roof-mounted arrays. The other setback requirements would be met, including at least 12 feet away from any property line. A site plan for the Main Street location showed no above-ground structures, so what the "rear yard" was not identifiable. The best location for the array at this site was toward the front. The Tudor Road location showed some arrays in the side yard, but most in the front. The south terminal station also showed the arrays as being in the side yard. The modification request was to "allow ground-mounted arrays to be located in the front and/or side yards as depicted on the accompanying site plans".

For Hamblen Road, two salt domes and material storage occupied the rear yard. The Main Street water pump station property had no buildings, and so had no defined yard. For the Tudor Road pump station, the rear yard had a creek running through it with a floodway alongside. For the Ward Road pump station, the year yard had a water tank and a treed area just outside the fence. With the Conditions of Approval, the application met the requirements of both the UDO and the Design and Construction Manual.

Following Mr. Soto'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 opened the hearing for questions pr comments from the Commission.

Mr. Funk asked if staff was satisfied that these approximate locations would work for the four sites. Mr. Lauren Williamson of M.C. Power Company stated that they had looked at the



Planning Commission

Action Letter

August 22, 2019

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setbacks and orientation of buildings, taking factors such as shading from trees into consideration. When they did the final survey they would have to make some adjustments but they would be minor ones, with not significant change.

Chairperson Norbury asked about security for the process, especially at Sled Hill. Mr. Soto noted that there had been some discussion of this at the City Council. The sites, would have vinyl coated chain link fences, including Sled Hill, which would still be accessible. Mr. Monter acknowledged that there could be some adjustment for drainage or floodways.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:42 p.m. and asked for discussion among the Commission members, or for a motion.

Mr. Funk made a motion to recommend approval of Application PL2019-247, Preliminary Development Plan: City of Lee's Summit ground-mounted solar arrays, 1971 SE Hamblen Rd, 701 NW Main St, 1751 NE Tudor Rd and 1399 SW Ward Rd; City of Lee's Summit, applicant; subject to staff's letter of August 16, 2019, specifically Recommendation Conditions of Approval 1 through 4. Mr. Sims seconded.

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

On the motion of Mr. Funk, seconded by Mr. Sims, the Planning Commission members voted unanimously by voice vote to recommend APPROVAL of Application PL2019-247, Preliminary Development Plan: City of Lee's Summit ground-mounted solar arrays, 1971 SE Hamblen Rd, 701 NW Main St, 1751 NE Tudor Rd and 1399 SW Ward Rd; City of Lee's Summit, applicant; subject to staff's letter of August 16, 2019, specifically Recommendation Conditions of Approval 1 through 4.

#### Roundtable

There were no roundtable items presented at the meeting.

#### T Adjournment

There being no further business, Chairperson Norbury adjourned the meeting at 5:40 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 "lsmo.legistar.com"



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

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## Development Services Staff Report

<b>File Number</b>	PL2019-121
<b>File Name</b>	Continued Appl. PRELIMINARY DEVELOPMENT PLAN – Summit Avenue Addition
<b>Applicant</b>	George and Peggy Nie
<b>Property Address</b>	114 and 200 SE Summit Ave.
<b>Planning Commission Date</b>	August 22, 2019
<b>Heard by</b>	Planning Commission and City Council
<b>Analyst</b>	Jennifer Thompson, Senior Planner
<b>Checked By</b>	Hector Soto, Jr., AICP, Planning Manager Kent Monter, PE, Development Engineering Manager

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### Public Notification

Pre-application held: unable to locate date  
Neighborhood meeting conducted: A neighborhood meeting was not conducted  
Newspaper notification published on: July 20, 2019  
Radius notices mailed to properties within 185 feet on: July 16, 2019  
Site posted notice on: July 16, 2019

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### Table of Contents

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

### Attachments

Preliminary Development Plan, date stamped July 17, 2019 – 3 pages  
Architectural Elevations and Floor Plan, dated stamped July 17, 2019  
2 – pages



Storm Water Drainage Report, dated June 18, 2019 – 4 pages

Modification Request submitted by applicant –1 page

Neighborhood Residential Compatibility Location Map – 1 page

Neighborhood Residential Compatibility Table – 1 page

Corresponding Photos for Compatibility Table – 8 pages

Location Map

## 1. Project Data and Facts

Project Data	
<b>Applicant</b>	George and Peggy Nie
<b>Applicant's Representative</b>	HG Consult, Inc./Kevin Sterrett
<b>Location of Property</b>	114 and 200 SE Summit Ave.
<b>Size of Property</b>	0.71 Acres
<b>Zoning (Existing)</b>	RP-2 (Planned Two-Family Residential District)
<b>Density (Proposed)</b>	2.82 units/acre (7.5 units/acre max in RP-2)
<b>Comprehensive Plan Designation</b>	Old Town Master Development Plan
<b>Procedure</b>	The Planning Commission makes a recommendation to the City Council on the proposed preliminary development plan. The City Council takes final action on the preliminary development plan.
<b>Duration of Validity</b>	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.

Current Land Use
Vacant ground surrounded by a mixture of residential types including duplexes and single-family homes. Gamber Center is located nearby at the intersection of SE Independence Ave and SE Summit Ave.

Description of Applicant's Request
The applicant is seeking a preliminary development plan approval for a residential development of two (2) duplexes located on two separate lots, located at 114 and 200 SE Summit Ave.

## 2. Land Use

Description and Character of Surrounding Area
The proposed site is located at 114 and 200 SE Summit Ave. The surrounding neighborhood is comprised of a mix of residential types including one and two-story duplexes and one-story single-family homes.

**Adjacent Land Uses and Zoning**

<b>North:</b>	RP-2 (Planned Two-Family Residential District) – Two- family homes (duplex)
<b>South:</b>	R-1 (Single-Family Residential District) – Single family homes
<b>East (across SE Summit Ave.):</b>	RP-2 (Planned Two-Family Residential District) – Two family homes and vacant lots
<b>West:</b>	CP-1 (Planned Neighborhood District) – Office complex

**Site Characteristics**

The site consists of two vacant lots with a wooded area along the rear of the lots. Existing duplex dwellings are located to the north and east of this site and other single-family homes and duplexes are scattered within the neighborhood.

**Special Considerations**

The property has remained a vacant lot and is considered an infill development located within the Old Lee's Summit Neighborhood.

**3. Project Proposal****Site Design**

<b>Land Use</b>	
<b>Density:</b>	2.82

**Setbacks (Perimeter)**

<b>Yard</b>	<b>Building Required</b>	<b>Building Proposed</b>
Front	20'	Lot 1: 25'/Lot 2: 74'
Side	5'	5' and 5'+
Rear	20'	Lot1: 112' /Lot 2: 56'

**Lot Width**

<b>Lot Width</b>	<b>Required for Duplex in RP-2</b>	<b>Proposed</b>
At right-of-way	80'	Lot 1: 60'/Lot 2: 64.44'

\*Requires modification

**Structure(s) Design**

<b>Number and Proposed Use of Buildings</b>
2- two-family structures (duplex)
<b>Building Height</b>
27'
<b>Number of Stories</b>
2 stories



## 4. Unified Development Ordinance (UDO)

Section	Description
2.260, 2.300, 2.310, 2.320	Preliminary Development Plan
2.320	Development plan and allowable modifications

## 5. Comprehensive Plan

Focus Areas	Goals, Objectives & Policies
Overall Area Land Use	Objective 1.4
Residential Development	Objective 3.2
Chapter IV: Preferred Framework (Old Lee's Summit Development Master Plan)	Increase Housing Stock

### Comprehensive Plan

The proposed use is consistent with the “Old Town Master Development Plan” land use recommended by the Comprehensive Plan for the area. The “Old Town Master Development Plan” area is identified as being a part of the Old Lee’s Summit Neighborhood area. The preferred framework of the “Old Town Lee’s Summit Development Master Plan” sets the goal of increasing the housing stock, to include rental and for sale multi-family, medium to high-density single family and townhouse units in this area. The proposed use is in alliance with the plan’s established goal of increasing the available higher density housing stock by providing a diverse housing type to meet the changing housing needs of the community.

## 6. Analysis

### Background and History

The applicant seeks approval of a preliminary development plan for Summit Avenue Addition. The proposed development consists of two (2) duplexes located on two separate lots, located at 114 and 200 SE Summit Avenue. The proposed duplexes are 2-story structures with front-entry garages, front covered porches and side patio landings. The proposed building materials are comprised of lap siding, stone veneer accents, and architectural shingles in colors of gray, white, and weathered wood. Each unit will be approximately 1,242 sq. ft. A modification to the lot width for both lots is sought as part of this application

- May 19, 1925 – Final Plat for *Lowes Addition* was recorded at Jackson County Recorder of Deeds.

### **Compatibility**

The proposal for this minimal infill residential development is in general accordance with the existing zoning and compatible with surrounding duplex units. The surrounding housing types include 1-story and 2-story duplexes and 1-story compact single-family dwellings. Upon analysis of the neighborhood, a variety of housing types are present which is challenging for an infill development to “match” a particular type of housing “style”. Please see the attached compatibility documents as provided by the applicant to better analyze the surrounding environment.



### **Adverse Impacts**

The proposed development will not detrimentally impact the surrounding area. The buildings are designed and located to be compatible with neighboring properties and should enhance the neighborhood.

### **Stormwater**

There is a history of reported flooding issues in this area due to poor drainage conveyance. Currently stormwater drains from the south to the north across the subject property in somewhat of a sheet flow manner. It eventually either works its way to an existing field inlet located on the Gamber Center property or onto 2<sup>nd</sup> Street behind the adjacent properties to the north. This project will direct the flow through a new drainage swale along the backside of the proposed properties and an off-site swale on the adjacent properties to the north, into an existing swale located on the Gamber Center property.



### **Public Services**

SE Summit Avenue has sufficient capacity to accommodate the proposed use; no improvements to SE Summit Avenue are required as part of the proposed development. The total trip generation is two (2) vehicles during the peak hour, making the traffic impact negligible and unmeasurable.

The proposed development will not impede the normal and orderly development and improvement of the surrounding property. The subject property is an infill site that has remained vacant. The proposed development will tie into the existing public infrastructure.

### **Modifications**

Minimum Lot Width.

- Required – 80' for a two-family home/duplex in the RP-2 Zoning District
- Proposed – 60' lot width for Lot 1 and a 64.44' lot width for Lot 2
- Recommended – The proposed lot widths do not meet UDO requirements, however there are aspects of the site and surrounding neighborhood that provides support for the requested modification.
  - The lots are deep, over 200'+ in depth, which provides more green space and lot area for each duplex structure.
  - The minimum lot square footage required is 4,500 sq. ft. for each unit in the RP-2 zoning District. The proposed square footage for Lot 1 and 2 is 12,625 sq. ft. and 18,381 sq. ft., respectively; exceeding the lot square footage requirement.
  - The maximum density for the RP-2 zoning district is 7.5 units per acre; the proposed density is 2.82 for the combined lots.

Staff supports the modification request for the lot width. The proposed development is compatible with the surrounding housing types and lot widths within the neighborhood. Please see the attached compatibility documents as provided by the applicant to better analyze the surrounding environment.

### **Recommendation**

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

## **7. Recommended Conditions of Approval**

### **Site Specific Conditions**

1. A modification shall be granted to the minimum lot width of 80' for a duplex in the RP-2 zoning district to allow a minimum of 60' for Lot 1 and 64.44' for Lot 2.
2. The developer shall make payment to the City of Lee's Summit for construction cost in lieu of actual construction for the segment of sidewalk along SE Summit Ave.

### **Standard Conditions of Approval**

3. 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.
4. 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.
5. 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).
6. 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.
7. The As-graded Master Drainage Plan shall be submitted to and accepted by the City prior to the issuance of a Certificate of Substantial Completion and prior to the issuance of any building permits for the development.
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 the approval of the Final Development Plan / Engineering Plans.
9. All permanent off-site easements, or temporary construction easements for grading of the downstream swale, in a form acceptable to the City, shall be executed and recorded with the Jackson County Recorder of Deeds prior to approval of any Final Development Plan or prior to issuance of any building permit. A certified copy shall be submitted to the City for verification.
10. 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."
11. Any cut and / or fill operations, which cause public infrastructure to exceed the maximum / minimum depths of cover shall be mitigated by relocating the infrastructure vertically and / or horizontally to meet the specifications contained within the City's Design and Construction Manual.
12. A Minor Plat shall be approved and recorded (with the appropriate number of copies of the recorded plat returned to the Development Services Department) prior to any building permits being issued.



***SUMMIT AVENUE ADDITION, LOTS 1 AND 2***  
***REPLAT OF LOWES ADDITION, LOTS 18-22, BLOCK 2***  
***LEE'S SUMMIT, JACKSON COUNTY, MISSOURI***  
***PRELIMINARY DEVELOPMENT PLAN***

Map of the Project Location showing the intersection of SE 2nd St and SE 3rd St. The project site is marked with a black triangle at the intersection of SE 2nd St and SE 3rd St. The map includes labels for SE Douglas St, SE 2nd St, SE 3rd St, SE Grand St, SE Cordier St, Independence Ave, 291 N, and Summit Ave. A north arrow is present in the bottom right corner.

*All of Lots 18, 19, 20, 21 and 22, Block 2, Lowe's Addition, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.*

All of Lots 18, 19, 20, 21 and 22, Block 2, Lowe's Addition, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof, more particularly described as: Beginning at the Southwest corner of said Lot 2, said point also being on the East line of Lot 3, Westbrooke Business Center, a subdivision of record in said city, thence South 87 degrees 58 minutes 32 seconds East, along the South line of said Lot 22, a distance of 210.00 feet, to the Southeast corner of said Lot 22, a distance of 171.00 feet, to the East line of said Lot 22, a distance of said Lots 22, 21, 20 and 19, a distance of 89.89 feet, thence continuing along the East line of said Lots 19 and 18, along a curve to the right (said curve having a radius of 166.90 feet) and arc distance of 34.55 feet, to the Northeast corner of said Lot 18, said point also being the Southeast corner of Lot 17A of the Replat of Lowe's Addition, Lots 15, 16 and 17, a subdivision of record in said city, thence North 75 degrees 59 minutes 44 seconds West, along the North line of said Lot 18, said line also being the South line of said Lot 17A, a distance of 218.39 feet, to the Northwest corner of said Lot 18, said point also being the Northwest corner of said Lot 18, said point also being on the East line of Lot 3, Westbrooke Business Center, thence South 02 degrees 10 minutes 22 seconds West, along the West line of said Lots 18, 19, 20, 21 and 22, said line also being the East line of said Lot 3, a distance of 169.52 feet, to the Point of Beginning.

PROPERTY DESCRIPTION: LOTS 18-22, BLOCK 2 LOWES ADDITION  
(PROPOSED SUMMIT AVENUE ADDITION, LOTS 1 AND 2)  
SITE ADDRESS: 114 AND 200 SE SUMMIT AVENUE  
ZONED: RP2  
PROPERTY AREA: 31,007.9 SF (0.71 ACRES)  
NUMBER OF LOTS: 2  
BUILDING AREA/UNIT: 1242 SF (GFA)  
DENSITY: 2.82/AC  
ANTICIPATED USE: DUPLEX (SHOWN) OR SINGLE FAMILY  
ANTICIPATED CONSTRUCTION: FALL 2019 (PENDING SALE OF LOTS)

1. BUILDING AREA AND DENSITY INDICATED IS BASED ON THE FOOTPRINT SHOWN. THIS MAY VARY BASED ON THE ACTUAL FOOTPRINT AND BUILDING PLAN SUBMITTED FOR BUILDING PERMIT BY BUILDER.

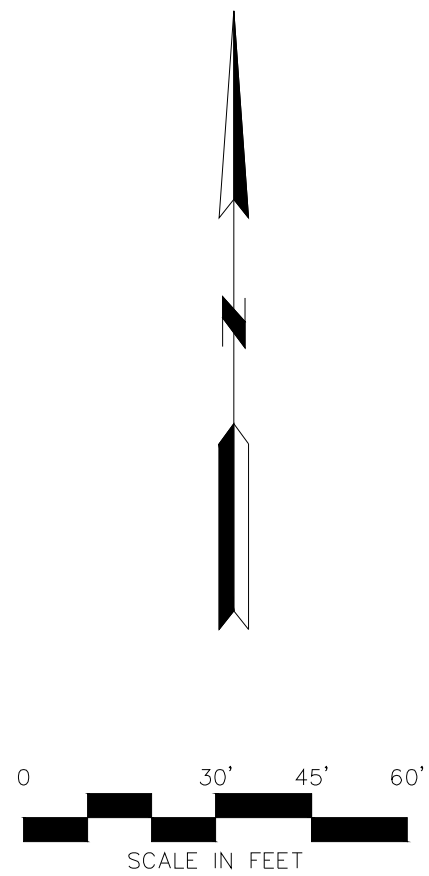
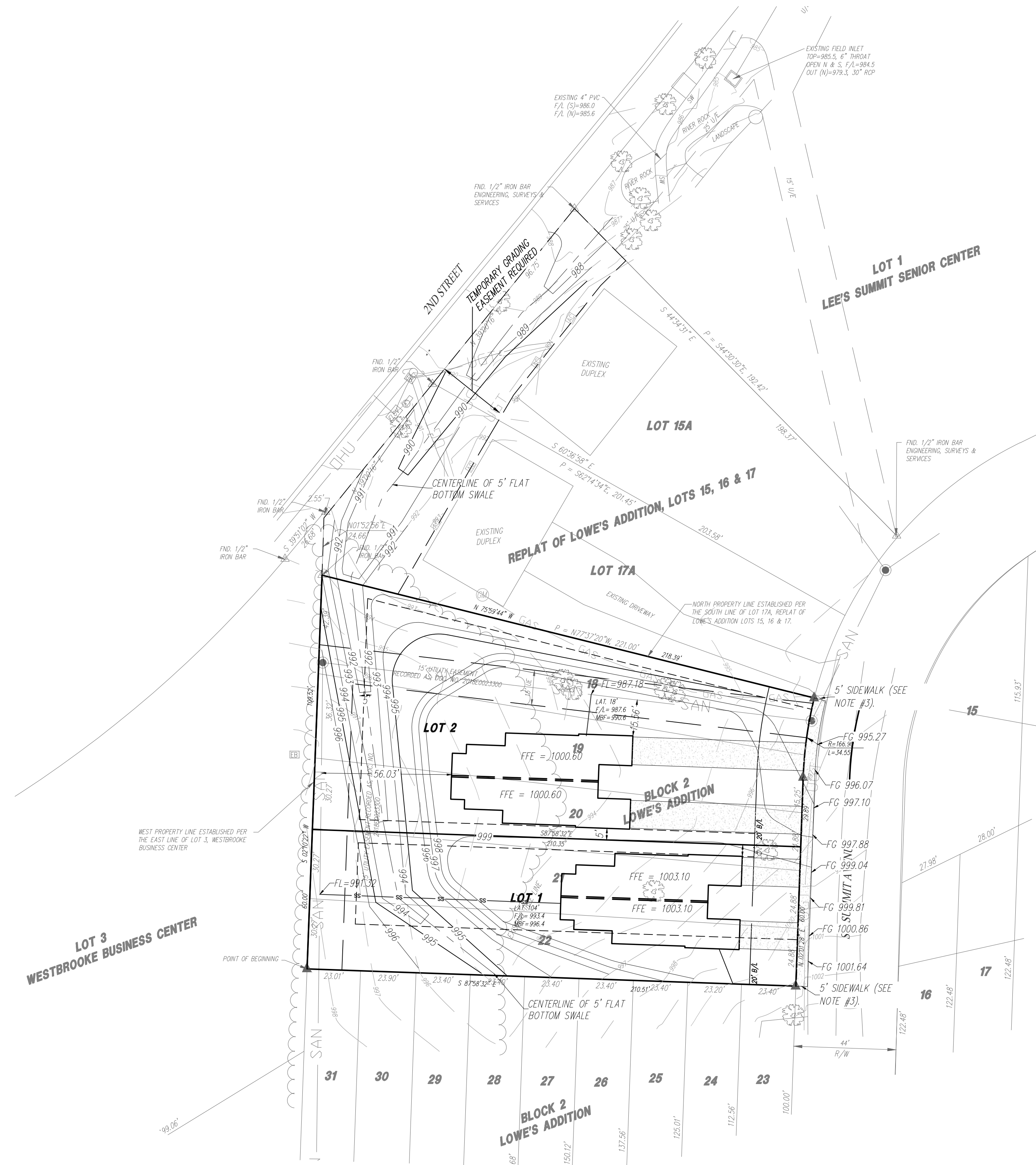
2. SLAB/FINISH FLOOR ELEVATIONS ARE SURROUNDING GRADES SHALL BE ADHERED TO WHEN PLOT PLANS FOR BUILDING PERMIT ARE PREPARED BY BUILDER.

3. A FIVE (5) FOOT WIDE SIDEWALK IS SHOWN FROM THE EDGE OF THE EXISTING PAVEMENT. A FEE FOR THE COST OF THE SIDEWALK CONSTRUCTION WILL BE REQUIRED PRIOR TO THE RELEASE OF OCCUPANCY FOR ANY OF THE UNITS.

4. STRUCTURE ROOF DRAINAGE TO BE PIPED TO DISCHARGE TO THE WEST DRAINAGE SWALE.

5. FOOTPRINT SHOWN IS FOR POTENTIAL LAYOUT ONLY. ACTUAL FOOTPRINT TO BE PROVIDED AT PERMIT STAGE PER PLOTPLAN PREPARED.

**PLANS PREPARED BY**  
**HG CONSULT**  
11010 HASKELL ST. #210,  
KANSAS CITY, KS 66109  
CONTACT: KEVIN STERRETT  
816-703-7098



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Inc** engineers  
planners  
CORPORATE LICENSE No. E2010005873

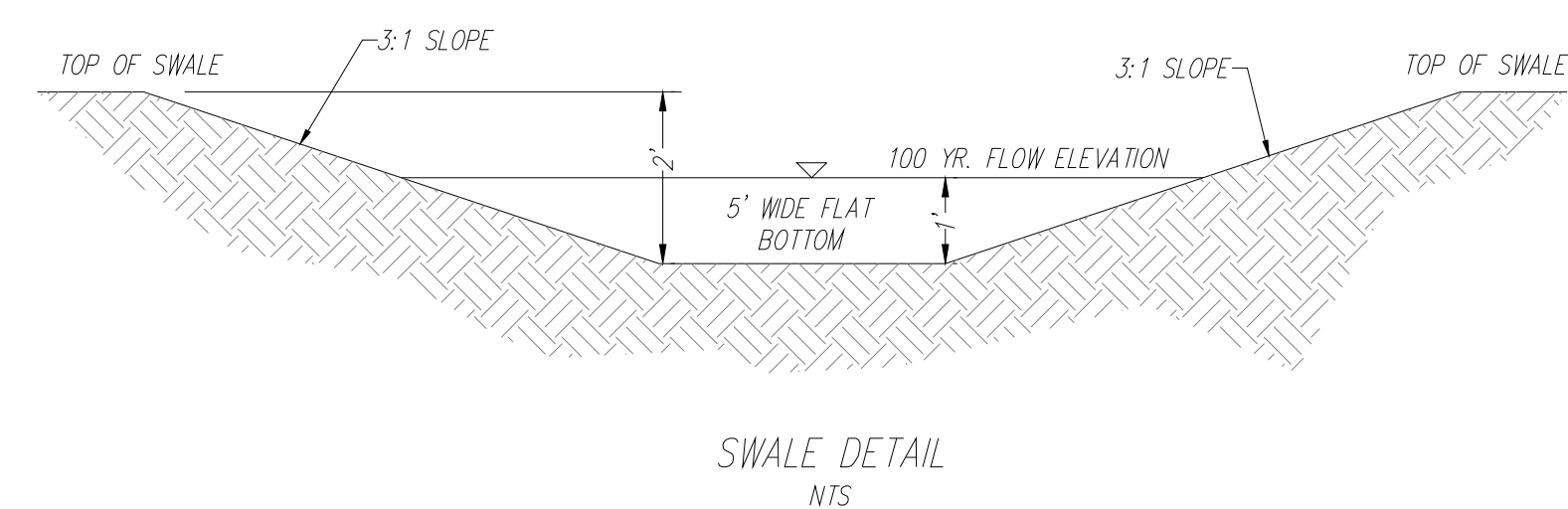
PRELIMINARY DEVELOPMENT PLAN

SUMMIT AVENUE ADDITION, LOTS 1 AND 2  
(REPLAT OF LOWE'S ADDITION, LOTS  
18, 19, 20; 21 & 22; BLOCK 2)

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

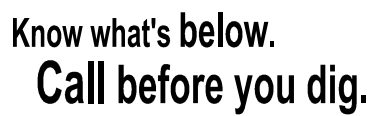
X-REF NO.		XXXXXX	
DRAWING NO.		18038	
DATE		MARCH 14, 2019	
JOB NO.		18038	
1	SHEET OF		3





3 SHEET 3

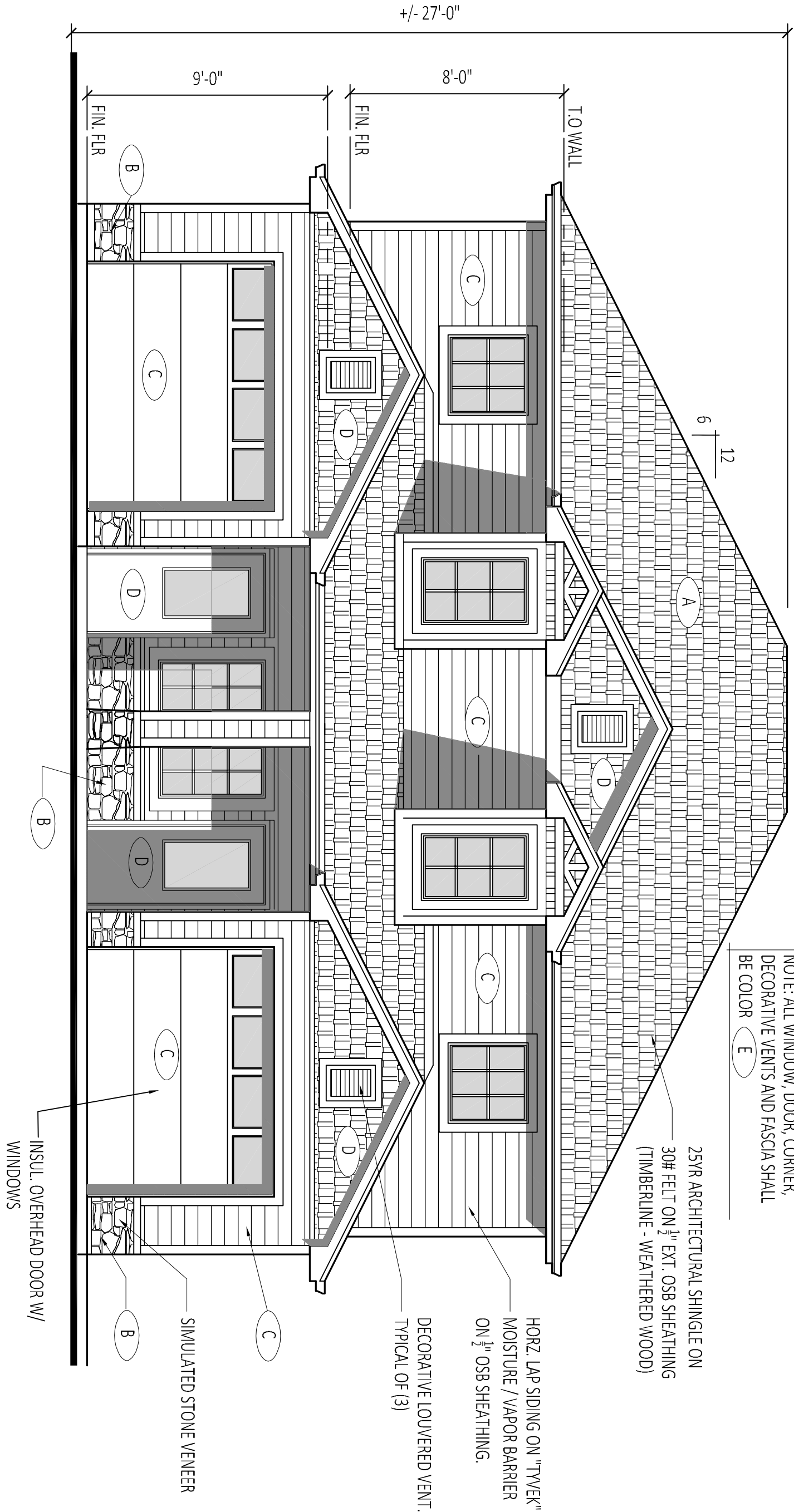




1. Open areas not covered with other landscaping materials shall be covered with sod.
2. All trees/shrubs are shown graphically, not numerically.
3. Trees shall be located a minimum distance of 5 feet from the sanitary and water lines as measured from the outside of the mature tree trunk to the outside of the pipe.
4. The trees and shrubs shown are for graphical purposes and does not represent the actual count required per the worksheet.

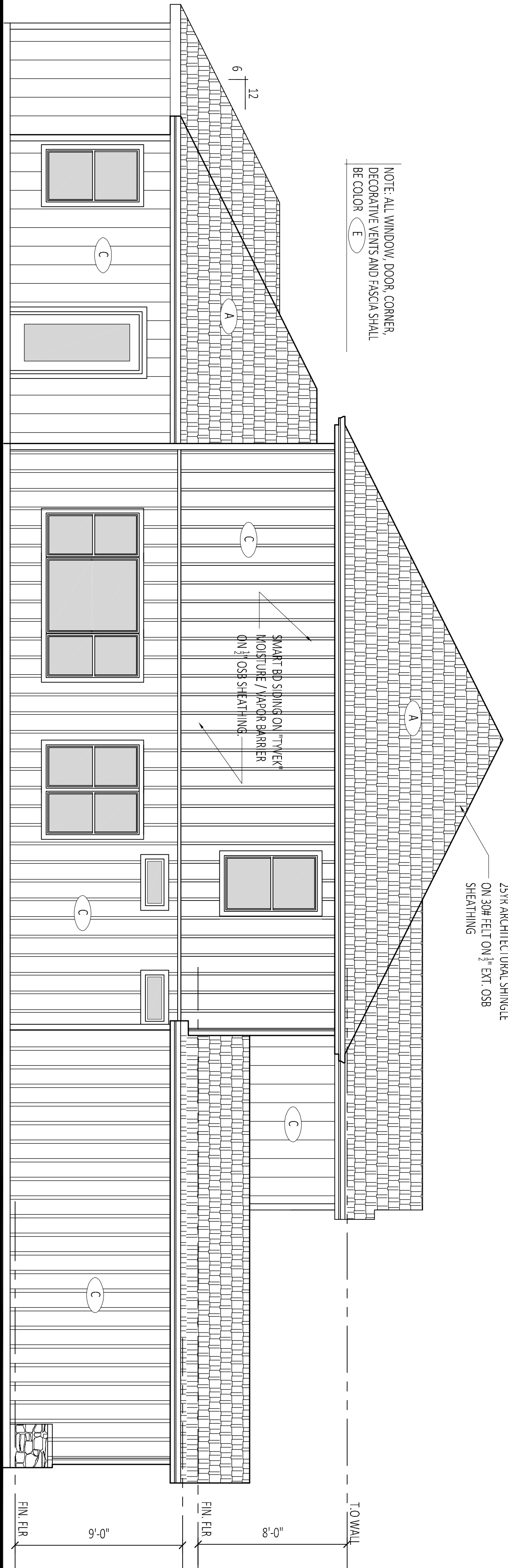
LANDSCAPE SCHEDULE: SPECIES	CALIPER/HEIGHT	QUANTITY
October Glory Red Maple	3" Caliper, measured 6" above the ground	10
Scotch Pine	8' Minimum Height	26
White Dogwood	3" Caliper, measured 6" above the ground	9
Winged Euonymus	24" Minimum height at time of planting	26





## 1 Front Elevation

SCALE: 1/4"=1'



## 2 Left Side Elevation

SCALE: 1/4"=1'



Timberline (Weathered Wood)



Stone Veneer (Teton Grey)

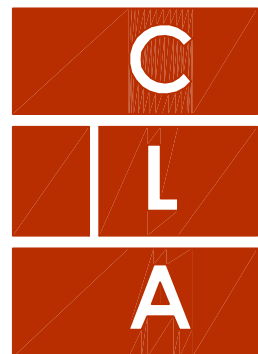


## 3 Color Palette

SCALE: NTS

## Summit Ave Duplex's

Summit Ave.  
Lee's Summit, MO.



**Craig Luebbert**  
Architecture

24 NW Chipman 'B'. 816.875.4863

SHEET NUMBER

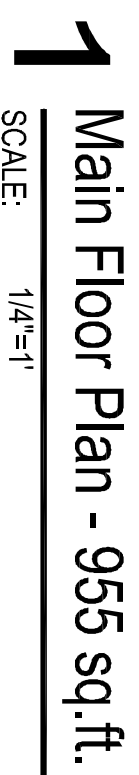
A2.0

ARCHITECTURAL PROJECT NUMBER

DATE REVISION  
8.9.19

REVISIONS:





**STORM WATER DRAINAGE REPORT**

**SUMMIT AVENUE**

**BLOCK 2, LOWE'S ADDITION**

**LEE'S SUMMIT, MISSOURI**

**PREPARED FOR**

**GEORGE AND PEGGY NIE**

**PREPARED BY**

**HG CONSULT, INC.**

**June 18, 2019**



6/18/19



## TABLE OF CONTENTS

1. Cover Sheet
2. Table of Contents
3. Project Overview
4. Drainage Assessment of the Project
5. Temporary Erosion and Sediment Control
6. Conclusion
7. Design Calculations and Exhibits

### Drainage Area Map:

South of Lot 2 south property line Drainage Area Map

Lot 2 and north to field inlet Drainage Area Map

Mannings Online Swale Capacity Chart

NCS Soil Survey

Hydro CAD Drainage Event Table

### 3. Project Overview

The proposed project is a 2 lot, 0.71 acre residential subdivision developed in central part of Lee's Summit, Jackson County, Missouri. This is a subdivision with development on all four sides. There have been reports by neighbors of previous flooding in this area due to poor drainage conveyance. The existing storm water flows to this site from the south in a northerly direction. There are two major existing drainage areas for this project. Drainage Area 1, located south of the site drains in a north direction to the south property line of Lot 2 through a residential subdivision zoned for multi-family and to an existing field inlet at the Gambrel Center. This area is 6.55 acres (total drainage area) in size. Drainage Area 2 drains in a north direction from the south side of Lot 2 north and through Lot 1 and Lot 2 by sheet flow. This area is 4.13 acres in size (See Drainage Map). Drainage Area 1 drains entirely to the existing field inlet. Drainage Area 2 drains entirely through Lot 1 and Lot 2 towards the existing field inlet.

### 4. Drainage Assessment of the Project Site

After development the proposed grading and drainage swales will divert all storm water into a swale on the west side of Lots 1 and 2 and then on to the existing Field Inlet along the east side of 2<sup>nd</sup> Street. All drainage remains the same as existing conditions and is directed to the Field Inlet by proposed swales which enters the public storm sewer system at this point.

#### *Existing Condition Curve Number Calculations*

Type	Area (ac)	CN
DA-1	6.55	77
DA-2	4.13	77

Curve Numbers are based on the SCS/NRSCS TR-55 Chart for various site conditions. Time of concentration was considered using TR-55; however, due to the small size of the drainage basin and the amount of impervious area on the site that will just be conveying sheet flow, a time of concentration of 5 minutes was assumed. This is the minimum time of concentration per APWA 5600.

The existing and proposed drainage areas are 6.55 acres and flows to the same single point of interest where the existing field inlet is located. Manning's trapezoidal formula for channel calculations was used to determine the volume of storm water that the swale could hold with a 5' flat bottom swale. The total flow generated by the Drainage Area 2 can be carried in the swale. The Drainage Area generates 33.72 cfs and the swale has a capacity of 39.71 cfs (See SUMMIT AVE Manning Formula Trapezoidal Channel Calculator FOR 5' SWALE). Therefore, no off-site drainage will be bypassing the proposed swale. The field inlet (with a 5' wide x 6" high opening) has a capacity of 61.78 cfs (See SUMMIT AVE Manning Formula Trapezoidal Channel Calculator FOR FIELD INLET) in a sump condition with 0.5 feet of head.

#### *Discharge rates for Existing Condition*

Drainage Area	Area (ac)	Q10 (cfs)	Q100 (cfs)
DA-1	6.55	33.72	57.43
DA-2	4.13	21.26	36.21



## **5. Temporary Erosion and Sediment Control**

During construction, it will be necessary to control erosion and sediment from the site during storms within the construction timeframe. To insure that sediment does not enter the existing storm system, perimeter containment is controlled by silt fence installation and inlet protection. To keep construction traffic from tracking mud onto the adjacent city street, a stabilized rock construction entrance will need to be installed. These erosion control devices, and their maintenance throughout the construction timeframe, are required by ordinance and the details for them are referenced by the City's Design and Construction Manual.

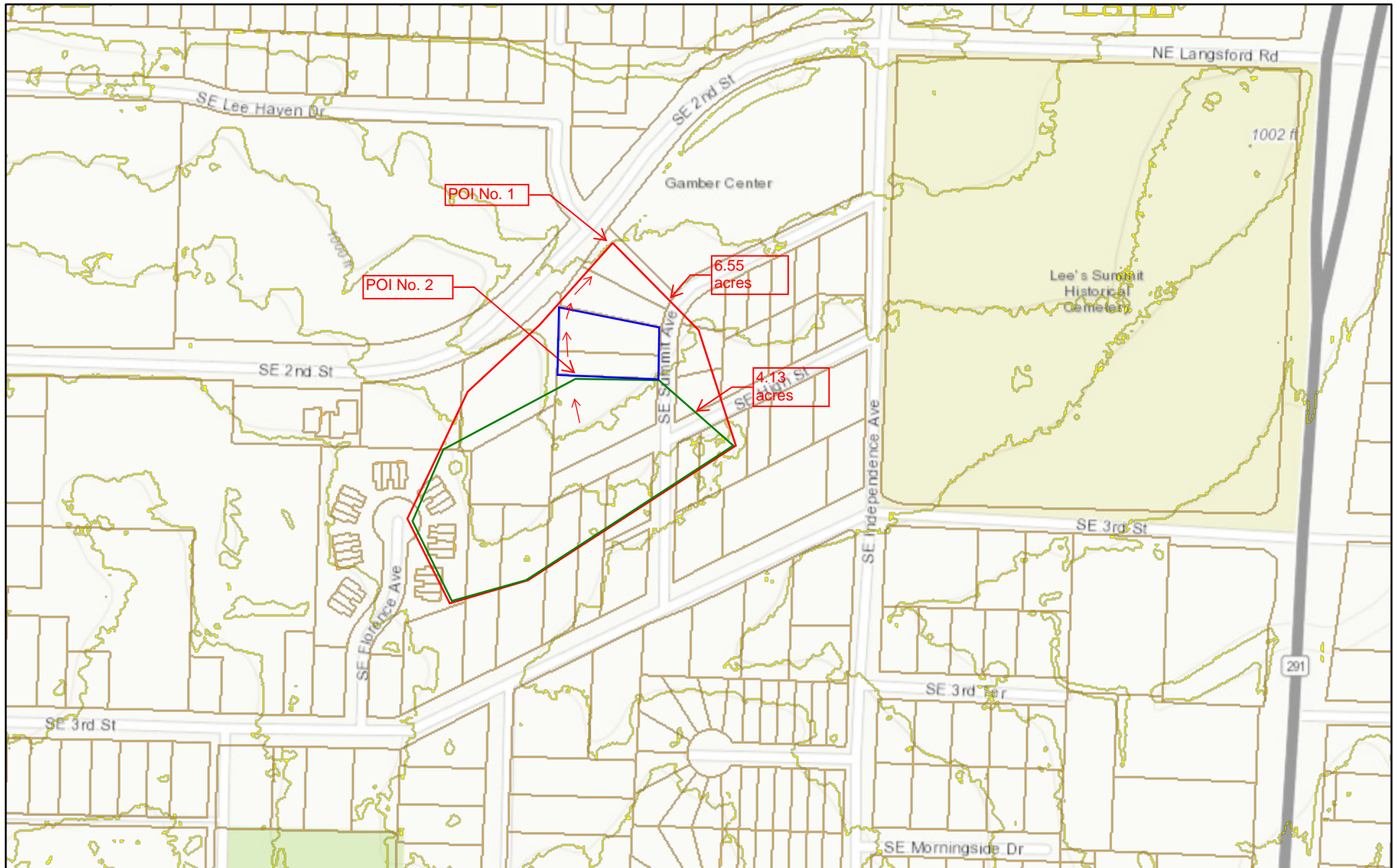
## **6. Conclusion**

The proposed project is a proposed residential subdivision. The report has been prepared to evaluate the storm water discharge. Even though there is an increase in impervious coverage due to the 2 houses, it has been shown that with the majority of this changed coverage is directed by the swales to the field inlet and therefore very minimal impact or increase in sheet flow to downstream areas.

## **7. Design Calculations and Exhibits**

See the attached for drainage area calculations, flows and swale sizing for the project.

# Summit Ave. Project



6/10/2019, 5:14:35 PM

— Contours (10 ft) Tax Parcels  
 □ Condo  
 □ Tax Parcel

1:4,514  
 0 0.03 0.06 0.12 mi  
 0 0.05 0.1 0.19 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,

Jackson County, MO GIS Dept  
 (c) Jackson County, Missouri. Maps are not survey accurate - for tax purposes only.



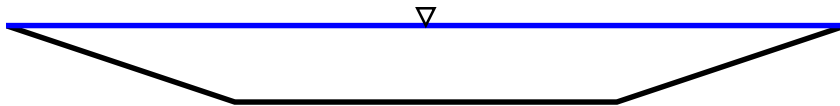
# Free Online Manning Formula Trapezoidal Channel Calculator

>> Drop your fears at the door; love is spoken here. <<

## Manning Formula Uniform Trapezoidal Channel Flow at Given Slope and Depth

Can you help me translate, program, or host these calculators? (./contact.php) [Hide this request]

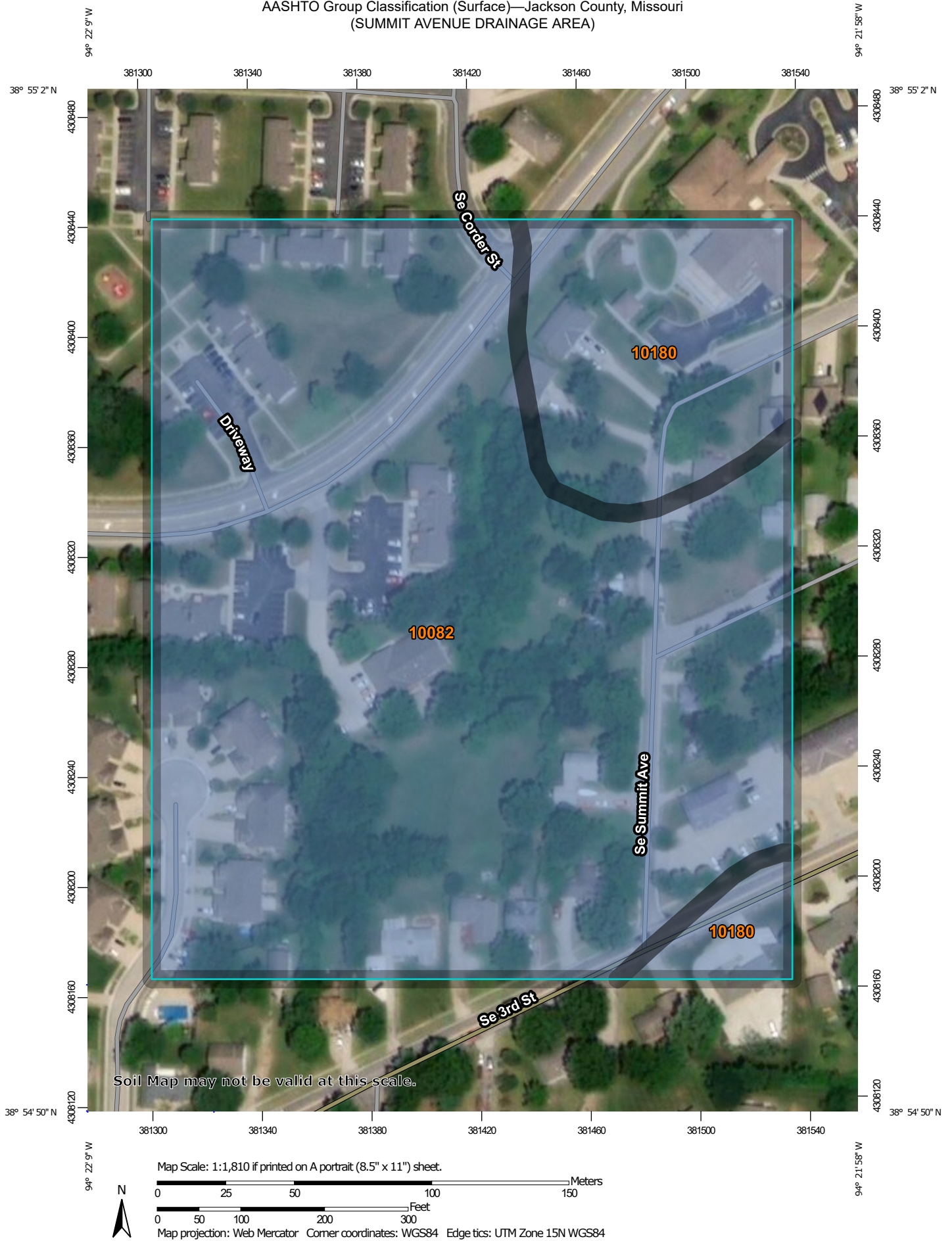
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AASHTO Group Classification (Surface)—Jackson County, Missouri  
(SUMMIT AVENUE DRAINAGE AREA)






AASHTO Group Classification (Surface)—Jackson County, Missouri  
(SUMMIT AVENUE DRAINAGE AREA)

## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

#### Soil Rating Polygons

 A-1  
 A-1-a  
 A-1-b  
 A-2  
 A-2-4  
 A-2-5  
 A-2-6  
 A-2-7  
 A-3  
 A-4  
 A-5  
 A-6  
 A-7  
 A-7-5  
 A-7-6  
 A-8  
 Not rated or not available






#### Soil Rating Lines

 A-1  
 A-1-a  
 A-1-b  
 A-2


 A-2-4  
 A-2-5  
 A-2-6  
 A-2-7  
 A-3  
 A-4  
 A-5  
 A-6  
 A-7  
 A-7-5  
 A-7-6  
 A-8  
 Not rated or not available

#### Soil Rating Points






 A-1  
 A-1-a  
 A-1-b  
 A-2  
 A-2-4  
 A-2-5  
 A-2-6  
 A-2-7  
 A-3  
 A-4  
 A-5  
 A-6

 A-7  
 A-7-5  
 A-7-6  
 A-8  
 Not rated or not available


### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 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 19, Sep 13, 2018

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.

## AASHTO Group Classification (Surface)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
10082	Arisburg-Urban land complex, 1 to 5 percent slopes	A-6	13.2	82.6%
10180	Udarents-Urban land-Sampsel complex, 2 to 5 percent slopes	A-6	2.8	17.4%
<b>Totals for Area of Interest</b>			<b>16.0</b>	<b>100.0%</b>

### Description

AASHTO group classification is a system that classifies soils specifically for geotechnical engineering purposes that are related to highway and airfield construction. It is based on particle-size distribution and Atterberg limits, such as liquid limit and plasticity index. This classification system is covered in AASHTO Standard No. M 145-82. The classification is based on that portion of the soil that is smaller than 3 inches in diameter.

The AASHTO classification system has two general classifications: (i) granular materials having 35 percent or less, by weight, particles smaller than 0.074 mm in diameter and (ii) silt-clay materials having more than 35 percent, by weight, particles smaller than 0.074 mm in diameter. These two divisions are further subdivided into seven main group classifications, plus eight subgroups, for a total of fifteen for mineral soils. Another class for organic soils is used.

For each soil horizon in the database one or more AASHTO Group Classifications may be listed. One is marked as the representative or most commonly occurring. The representative classification is shown here for the surface layer of the soil.

### Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Lower

*Layer Options (Horizon Aggregation Method):* Surface Layer (Not applicable)



## OVERALL DRAINAGE

Type II 24-hr 100-Year Rainfall=7.70"

Prepared by HydroCAD SAMPLER 1-800-927-7246 [www.hydrocad.net](http://www.hydrocad.net)

Printed 6/18/2019

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### Events for Subcatchment 1S: OVERALL DRAINAGE

Event	Rainfall (inches)	Runoff (cfs)	Volume (acre-feet)	Depth (inches)
1-Year	3.00	12.57	0.530	0.97
2-Year	3.50	16.88	0.712	1.31
5-Year	4.60	27.00	1.152	2.11
10-Year	5.30	33.72	1.451	2.66
25-Year	6.20	42.53	1.851	3.39
50-Year	6.90	49.46	2.170	3.98
100-Year	<b>7.70</b>	<b>57.43</b>	<b>2.543</b>	<b>4.66</b>

## OVERALL DRAINAGE

Type II 24-hr 100-Year Rainfall=7.70"

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### Events for Subcatchment 2S: (new Subcat)

Event	Rainfall (inches)	Runoff (cfs)	Volume (acre-feet)	Depth (inches)
1-Year	3.00	7.92	0.334	0.97
2-Year	3.50	10.64	0.449	1.31
5-Year	4.60	17.03	0.726	2.11
10-Year	5.30	21.26	0.915	2.66
25-Year	6.20	26.81	1.167	3.39
50-Year	6.90	31.18	1.368	3.98
100-Year	<b>7.70</b>	<b>36.21</b>	<b>1.604</b>	<b>4.66</b>



***SUMMIT AVENUE ADDITION, LOTS 1 AND 2***  
***REPLAT OF LOWES ADDITION, LOTS 18-22, BLOCK 2***  
***LEE'S SUMMIT, JACKSON COUNTY, MISSOURI***  
***PRELIMINARY DEVELOPMENT PLAN***

Project Location

SE DOUGLAS ST

SE 2ND ST

SE 3RD ST

SE GRAND ST

SE CORDIER ST

INDEPENDENCE AVE

291 N

North Arrow

*All of Lots 18, 19, 20, 21 and 22, Block 2, Lowe's Addition, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.*

All of Lots 18, 19, 20, 21 and 22, Block 2, Lowe's Addition, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof, more particularly described as: Beginning at the Southwest corner of said Lot 2, said point also being on the East line of Lot 3, Westbrooke Business Center, a subdivision of record in said city, thence South 87 degrees 58 minutes 32 seconds East, along the South line of said Lot 22, a distance of 210.00 feet, to the Southeast corner of said Lot 22, a distance of 171.00 feet, thence South 01 degrees 00 minutes 00 seconds East of said Lots 22, 21, 20 and 19, a distance of 89.89 feet, thence continuing along the East line of said Lots 19 and 18, along a curve to the right (said curve having a radius of 166.90 feet) and arc distance of 34.55 feet, to the Northeast corner of said Lot 18, said point also being the Southeast corner of Lot 17A of the Replat of Lowe's Addition, Lots 15, 16 and 17, a subdivision of record in said city, thence North 75 degrees 59 minutes 44 seconds West, along the North line of said Lot 18, said line also being the South line of said Lot 17A, a distance of 218.39 feet, to the Northwest corner of said Lot 18, said point also being the Northwest corner of said Lot 18, said point also being on the East line of Lot 3, Westbrooke Business Center, thence South 02 degrees 10 minutes 22 seconds West, along the West line of said Lots 18, 19, 20, 21 and 22, said line also being the East line of said Lot 3, a distance of 169.52 feet, to the Point of Beginning.

PROPERTY DESCRIPTION: LOTS 18-21, BLOCK 2 LOWES ADDITION  
(PROPOSED SUMMIT AVENUE ADDITION, LOTS 1 AND 2)  
SITE ADDRESS: 114 AND 200 SE SUMMIT AVENUE  
ZONED: RP2  
PROPERTY AREA: 31,007.9 SF (0.71 ACRES)  
NUMBER OF LOTS: 2  
BUILDING AREA/UNIT: 1242 SF (GFA)  
DENSITY: 0.355/AC  
ANTICIPATED USE: DUPLEX (SHOWN) OR SINGLE FAMILY  
ANTICIPATED CONSTRUCTION: FALL 2019 (PENDING SALE OF LOTS)

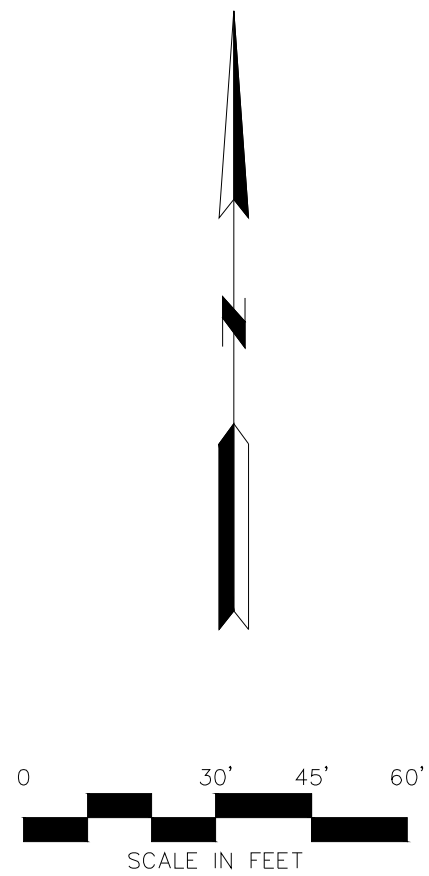
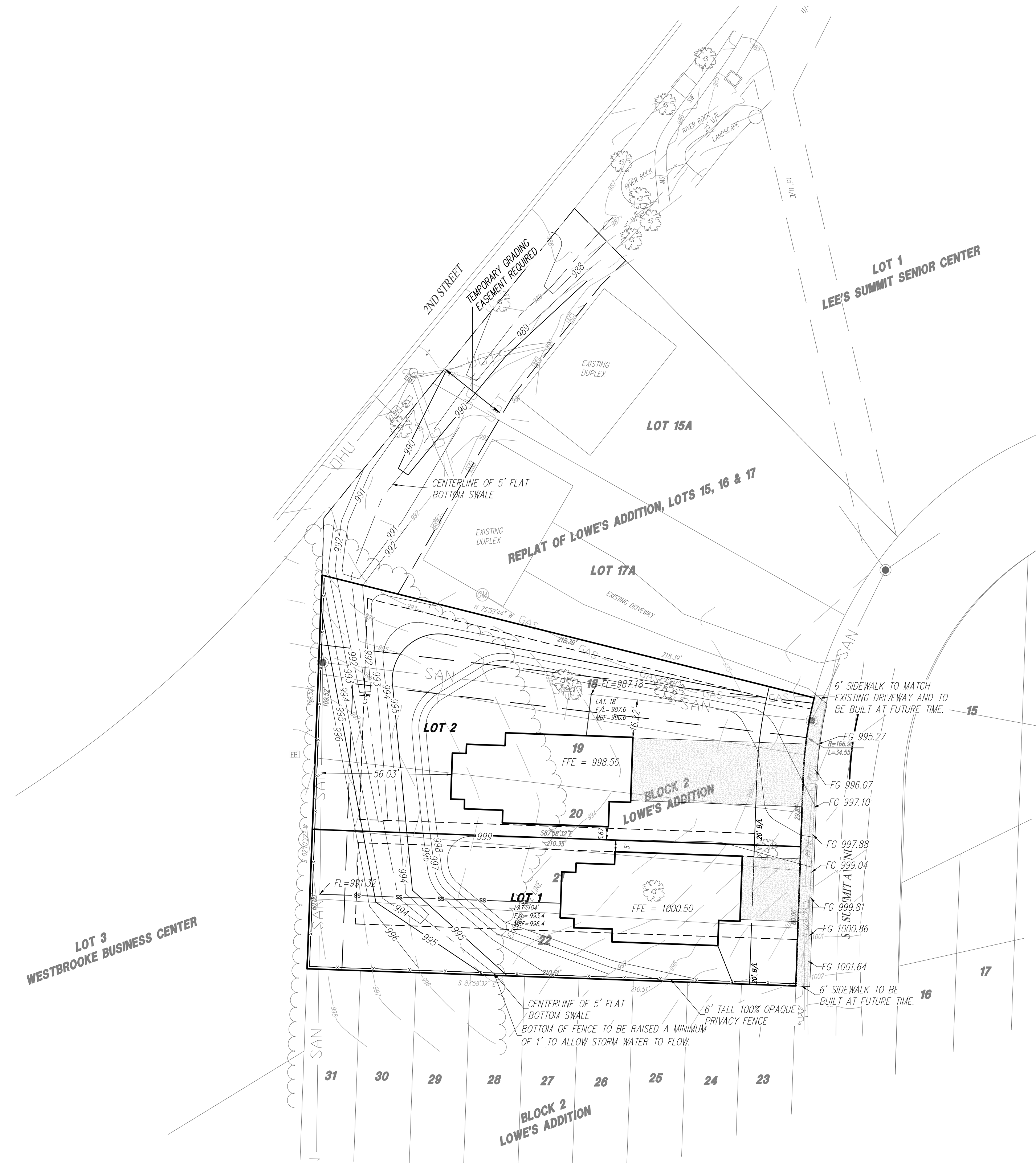
BUILDING AREA AND DENSITY INDICATED IS BASED ON THE FOOTPRINT SHOWN.  
THIS MAY VARY BASED ON THE ACTUAL FOOTPRINT AND BUILDING PLAN  
SUBMITTED FOR BUILDING PERMIT BY BUILDER.

SLAB/FINISH FLOOR ELEVATIONS ARE SURROUNDING GRADES SHALL BE ADHERED TO WHEN PLOT PLANS FOR BUILDING PERMIT ARE PREPARED BY BUILDER.

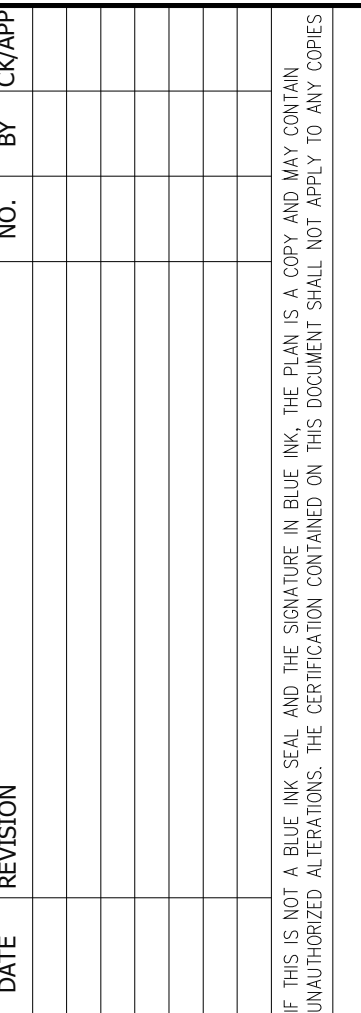
EACH HOUSE ROOF DRAINAGE TO BE PIPED TO DISCHARGE TO THE WEST DRAINAGE SWALE.

**PLANS PREPARED FOR  
GEORGE AND PEGGY NIE**  
30 NE SHOREVIEW DRIVE  
LEE'S SUMMIT, MO 64064  
CONTACT - PEGGY NIE  
816-547-6408

**PLANS PREPARED BY**  
**HG CONSULT**  
11010 HASKELL ST. #210,  
KANSAS CITY, KS 66109  
CONTACT: KEVIN STERRETT  
816-703-7098



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Inc** engineers  
planners  
CORPORATE LICENSE NO. E2010005873

PRELIMINARY DEVELOPMENT PLAN

SUMMIT AVENUE ADDITION, LOTS 1 AND 2  
(REPLAT OF LOWE'S ADDITION, LOTS  
18, 19, 20, 21 & 22, BLOCK 2)

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

X-REF NO. XXXXXX	
DRAWING NO. 18038	
DATE MARCH 14, 2019	
JOB NO. 18038	
1	SHEET OF 2

## Summit Avenue Addition, Lots 1 and 2

Request for modification on minimum lot width for RP-2, duplex zoning.

The preliminary development plan, as proposed, shows two lots with a duplex shown on each lot. The property is currently zoned for duplexes and it is believed that this is the highest and best use for the lots in this neighborhood, as there are many duplexes in the vicinity. As an in fill project, there is minimal frontage available, and the lot widths are 64.44 feet and 60 feet.

With the exception of the lot width, all other ordinance requirements are met and with the footprints shown, ample open space in proportion to the lot area is provided.

Attached is an aerial view of the neighborhood, showing other duplexes in the neighborhood with the same housing style, height and lot size.

It is requested that a modification to the minimum lot width for a duplex of 80 feet be granted for these lots.

George and Peggy Nie



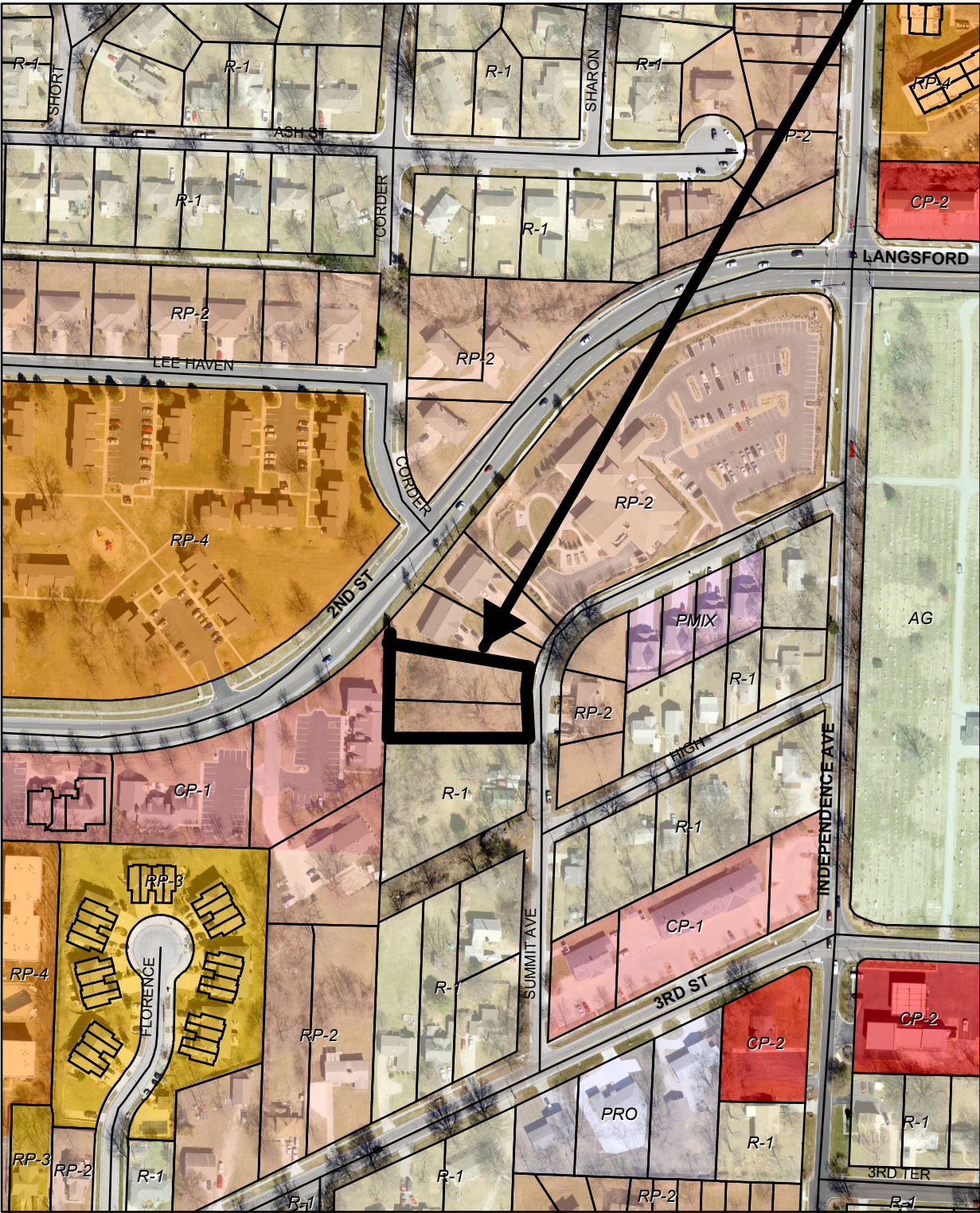
Summit Ave. Addition Duplexes  
Neighborhood Residential Compatibility Locations



Neighborhood Compatibility Table-Summit Ave. Addition Duplexes								
	<u>Proposed Duplexes</u>	Location 1	Location 2	Location 3	Location 4	Location 5	Location 6	Location 7
Structure Footprint Area-SF	2531	2990	1750	1100-2700	922-1522	1000	3700	2975
Lot Area (Range)-SF	12,625-18381	13,890-14,850	5900	6530-12,630	7200-16910	34645	N/A-Common Area	N/A-Common area
Lot Frontage Width(Range)-FT	60-64.4	38-42	55	57-118	55-127	95	N/A-Common Area	N/A-Common area
Building Height (Approx.)-FT	27	20	25	15-25	15	15	30	30
Home Style (SF/Duplex/Fourplex	Duplex- 2 story	Duplex-1 Story	Duplex-2 story	Single Family-1 story	Single Family- 1 story	Single Family- 1 story	Fourplex- 2 Story	Fourplex- 2 Story



**PL2019-121-SUMMIT AVENUE ADDITION, LOTS 1 & 2  
PRELIMINARY DEVELOPMENT PLAN  
114 AND 200 SE SUMMIT AVENUE**



## Packet Information

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**File #:** BILL NO. 19-209, **Version:** 1

---

An Ordinance approving a preliminary development plan located at 114 & 200 SE Summit Avenue in district RP-2 for the proposed Summit Avenue Addition, Lots 1 & 2, 114 & 200 SE Summit Avenue in accordance with the provisions of Chapter 33, Unified Development Ordinance, of the Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

Proposed City Council Motion:

I move for a second reading of an Ordinance approving a preliminary development plan located at 114 & 200 SE Summit Avenue in district RP-2 for the proposed Summit Avenue Addition, Lots 1 & 2, 114 & 200 SE Summit Avenue in accordance with the provisions of Chapter 33, Unified Development Ordinance, of the Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

Josh Johnson, Assistant Director of Plan Services  
Peggy Nie, owner  
Kevin Sterrett, Engineer HG Consult



## **BILL NO. 19-209**

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AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN LOCATED AT 114 & 200 SE SUMMIT AVENUE IN DISTRICT RP-2 FOR THE PROPOSED SUMMIT AVENUE ADDITION, LOTS 1 & 2, 114 & 200 SE SUMMIT AVENUE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 33, UNIFIED DEVELOPMENT ORDINANCE, OF THE LEE'S SUMMIT CODE OF ORDINANCES, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2019-121 submitted by George and Peggy Nie, requesting approval of a preliminary development plan in District RP-2 (Planned Two-Family Residential District) on land located at 114 and 200 SE Summit Avenue was referred to the Planning Commission to hold a public hearing; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the preliminary development plan on August 22, 2019, and rendered a report to the City Council recommending that the preliminary development plan be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on September 17, 2019, and rendered a decision to approve the preliminary development plan for said property.

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

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

*Lots 18, 19, 20, 21, and 22, Block 2, Lowe's Addition, a recorded subdivision in Lee's Summit, Jackson County, Missouri.*

SECTION 2. That the following conditions of approval apply:

1. A modification shall be granted to the minimum lot width of 80' for a duplex in the RP-2 zoning district to allow a minimum of 60' for Lot 1 and 64.44' for Lot 2.
2. The developer shall make payment to the City of Lee's Summit for construction cost in lieu of actual construction for the segment of sidewalk along SE Summit Ave.

SECTION 3. That development shall be in accordance with the preliminary development plan, date stamped July 17, 2019, appended hereto and made a part hereof.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgment on the merits that is not subject

## **BILL NO. 19-209**

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to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgment.

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

SECTION 6. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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





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

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## Development Services Staff Report

<b>File Number</b>	PL2019-121
<b>File Name</b>	Continued Appl. PRELIMINARY DEVELOPMENT PLAN – Summit Avenue Addition
<b>Applicant</b>	George and Peggy Nie
<b>Property Address</b>	114 and 200 SE Summit Ave.
<b>Planning Commission Date</b>	August 22, 2019
<b>Heard by</b>	Planning Commission and City Council
<b>Analyst</b>	Jennifer Thompson, Senior Planner
<b>Checked By</b>	Hector Soto, Jr., AICP, Planning Manager Kent Monter, PE, Development Engineering Manager

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### Public Notification

Pre-application held: unable to locate date  
Neighborhood meeting conducted: A neighborhood meeting was not conducted  
Newspaper notification published on: July 20, 2019  
Radius notices mailed to properties within 185 feet on: July 16, 2019  
Site posted notice on: July 16, 2019

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### Table of Contents

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

### Attachments

Preliminary Development Plan, date stamped July 17, 2019 – 3 pages  
Architectural Elevations and Floor Plan, dated stamped July 17, 2019  
2 – pages

Storm Water Drainage Report, dated June 18, 2019 – 4 pages

Modification Request submitted by applicant –1 page

Neighborhood Residential Compatibility Location Map – 1 page

Neighborhood Residential Compatibility Table – 1 page

Corresponding Photos for Compatibility Table – 8 pages

Location Map

## 1. Project Data and Facts

Project Data	
<b>Applicant</b>	George and Peggy Nie
<b>Applicant's Representative</b>	HG Consult, Inc./Kevin Sterrett
<b>Location of Property</b>	114 and 200 SE Summit Ave.
<b>Size of Property</b>	0.71 Acres
<b>Zoning (Existing)</b>	RP-2 (Planned Two-Family Residential District)
<b>Density (Proposed)</b>	2.82 units/acre (7.5 units/acre max in RP-2)
<b>Comprehensive Plan Designation</b>	Old Town Master Development Plan
<b>Procedure</b>	The Planning Commission makes a recommendation to the City Council on the proposed preliminary development plan. The City Council takes final action on the preliminary development plan.
<b>Duration of Validity</b>	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.

Current Land Use
Vacant ground surrounded by a mixture of residential types including duplexes and single-family homes. Gamber Center is located nearby at the intersection of SE Independence Ave and SE Summit Ave.

Description of Applicant's Request
The applicant is seeking a preliminary development plan approval for a residential development of two (2) duplexes located on two separate lots, located at 114 and 200 SE Summit Ave.

## 2. Land Use

Description and Character of Surrounding Area
The proposed site is located at 114 and 200 SE Summit Ave. The surrounding neighborhood is comprised of a mix of residential types including one and two-story duplexes and one-story single-family homes.



**Adjacent Land Uses and Zoning**

<b>North:</b>	RP-2 (Planned Two-Family Residential District) – Two- family homes (duplex)
<b>South:</b>	R-1 (Single-Family Residential District) – Single family homes
<b>East (across SE Summit Ave.):</b>	RP-2 (Planned Two-Family Residential District) – Two family homes and vacant lots
<b>West:</b>	CP-1 (Planned Neighborhood District) – Office complex

**Site Characteristics**

The site consists of two vacant lots with a wooded area along the rear of the lots. Existing duplex dwellings are located to the north and east of this site and other single-family homes and duplexes are scattered within the neighborhood.

**Special Considerations**

The property has remained a vacant lot and is considered an infill development located within the Old Lee's Summit Neighborhood.

**3. Project Proposal****Site Design**

<b>Land Use</b>	
<b>Density:</b>	2.82

**Setbacks (Perimeter)**

<b>Yard</b>	<b>Building Required</b>	<b>Building Proposed</b>
Front	20'	Lot 1: 25'/Lot 2: 74'
Side	5'	5' and 5'+
Rear	20'	Lot1: 112' /Lot 2: 56'

**Lot Width**

<b>Lot Width</b>	<b>Required for Duplex in RP-2</b>	<b>Proposed</b>
At right-of-way	80'	Lot 1: 60'/Lot 2: 64.44'

\*Requires modification

**Structure(s) Design**

<b>Number and Proposed Use of Buildings</b>
2- two-family structures (duplex)
<b>Building Height</b>
27'
<b>Number of Stories</b>
2 stories

## 4. Unified Development Ordinance (UDO)

Section	Description
2.260, 2.300, 2.310, 2.320	Preliminary Development Plan
2.320	Development plan and allowable modifications

## 5. Comprehensive Plan

Focus Areas	Goals, Objectives & Policies
Overall Area Land Use	Objective 1.4
Residential Development	Objective 3.2
Chapter IV: Preferred Framework (Old Lee's Summit Development Master Plan)	Increase Housing Stock

### Comprehensive Plan

The proposed use is consistent with the “Old Town Master Development Plan” land use recommended by the Comprehensive Plan for the area. The “Old Town Master Development Plan” area is identified as being a part of the Old Lee’s Summit Neighborhood area. The preferred framework of the “Old Town Lee’s Summit Development Master Plan” sets the goal of increasing the housing stock, to include rental and for sale multi-family, medium to high-density single family and townhouse units in this area. The proposed use is in alliance with the plan’s established goal of increasing the available higher density housing stock by providing a diverse housing type to meet the changing housing needs of the community.

## 6. Analysis

### Background and History

The applicant seeks approval of a preliminary development plan for Summit Avenue Addition. The proposed development consists of two (2) duplexes located on two separate lots, located at 114 and 200 SE Summit Avenue. The proposed duplexes are 2-story structures with front-entry garages, front covered porches and side patio landings. The proposed building materials are comprised of lap siding, stone veneer accents, and architectural shingles in colors of gray, white, and weathered wood. Each unit will be approximately 1,242 sq. ft. A modification to the lot width for both lots is sought as part of this application

- May 19, 1925 – Final Plat for *Lowes Addition* was recorded at Jackson County Recorder of Deeds.



**Compatibility**

The proposal for this minimal infill residential development is in general accordance with the existing zoning and compatible with surrounding duplex units. The surrounding housing types include 1-story and 2-story duplexes and 1-story compact single-family dwellings. Upon analysis of the neighborhood, a variety of housing types are present which is challenging for an infill development to “match” a particular type of housing “style”. Please see the attached compatibility documents as provided by the applicant to better analyze the surrounding environment.



**Adverse Impacts**

The proposed development will not detrimentally impact the surrounding area. The buildings are designed and located to be compatible with neighboring properties and should enhance the neighborhood.

**Stormwater**

There is a history of reported flooding issues in this area due to poor drainage conveyance. Currently stormwater drains from the south to the north across the subject property in somewhat of a sheet flow manner. It eventually either works its way to an existing field inlet located on the Gamber Center property or onto 2<sup>nd</sup> Street behind the adjacent properties to the north. This project will direct the flow through a new drainage swale along the backside of the proposed properties and an off-site swale on the adjacent properties to the north, into an existing swale located on the Gamber Center property.

### **Public Services**

SE Summit Avenue has sufficient capacity to accommodate the proposed use; no improvements to SE Summit Avenue are required as part of the proposed development. The total trip generation is two (2) vehicles during the peak hour, making the traffic impact negligible and unmeasurable.

The proposed development will not impede the normal and orderly development and improvement of the surrounding property. The subject property is an infill site that has remained vacant. The proposed development will tie into the existing public infrastructure.

### **Modifications**

Minimum Lot Width.

- Required – 80' for a two-family home/duplex in the RP-2 Zoning District
- Proposed – 60' lot width for Lot 1 and a 64.44' lot width for Lot 2
- Recommended – The proposed lot widths do not meet UDO requirements, however there are aspects of the site and surrounding neighborhood that provides support for the requested modification.
  - The lots are deep, over 200'+ in depth, which provides more green space and lot area for each duplex structure.
  - The minimum lot square footage required is 4,500 sq. ft. for each unit in the RP-2 zoning District. The proposed square footage for Lot 1 and 2 is 12,625 sq. ft. and 18,381 sq. ft., respectively; exceeding the lot square footage requirement.
  - The maximum density for the RP-2 zoning district is 7.5 units per acre; the proposed density is 2.82 for the combined lots.

Staff supports the modification request for the lot width. The proposed development is compatible with the surrounding housing types and lot widths within the neighborhood. Please see the attached compatibility documents as provided by the applicant to better analyze the surrounding environment.

### **Recommendation**

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

## **7. Recommended Conditions of Approval**

### **Site Specific Conditions**



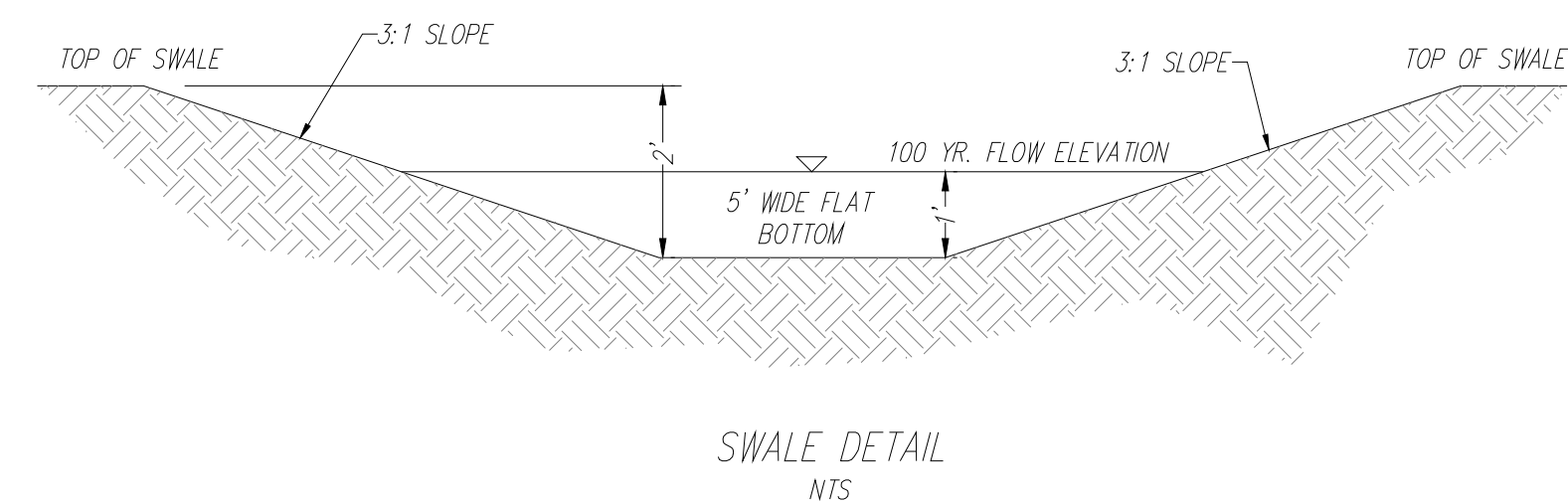
1. A modification shall be granted to the minimum lot width of 80' for a duplex in the RP-2 zoning district to allow a minimum of 60' for Lot 1 and 64.44' for Lot 2.
2. The developer shall make payment to the City of Lee's Summit for construction cost in lieu of actual construction for the segment of sidewalk along SE Summit Ave.

### **Standard Conditions of Approval**

3. 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.
4. 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.
5. 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).
6. 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.
7. The As-graded Master Drainage Plan shall be submitted to and accepted by the City prior to the issuance of a Certificate of Substantial Completion and prior to the issuance of any building permits for the development.
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 the approval of the Final Development Plan / Engineering Plans.
9. All permanent off-site easements, or temporary construction easements for grading of the downstream swale, in a form acceptable to the City, shall be executed and recorded with the Jackson County Recorder of Deeds prior to approval of any Final Development Plan or prior to issuance of any building permit. A certified copy shall be submitted to the City for verification.
10. 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."
11. Any cut and / or fill operations, which cause public infrastructure to exceed the maximum / minimum depths of cover shall be mitigated by relocating the infrastructure vertically and / or horizontally to meet the specifications contained within the City's Design and Construction Manual.
12. A Minor Plat shall be approved and recorded (with the appropriate number of copies of the recorded plat returned to the Development Services Department) prior to any building permits being issued.







*Additional grading between structures to provide positive drainage will be required as part of the plot plan review process.*



DATE	REVISION	CITY COMMENTS	NO.	BY
7/15/19				

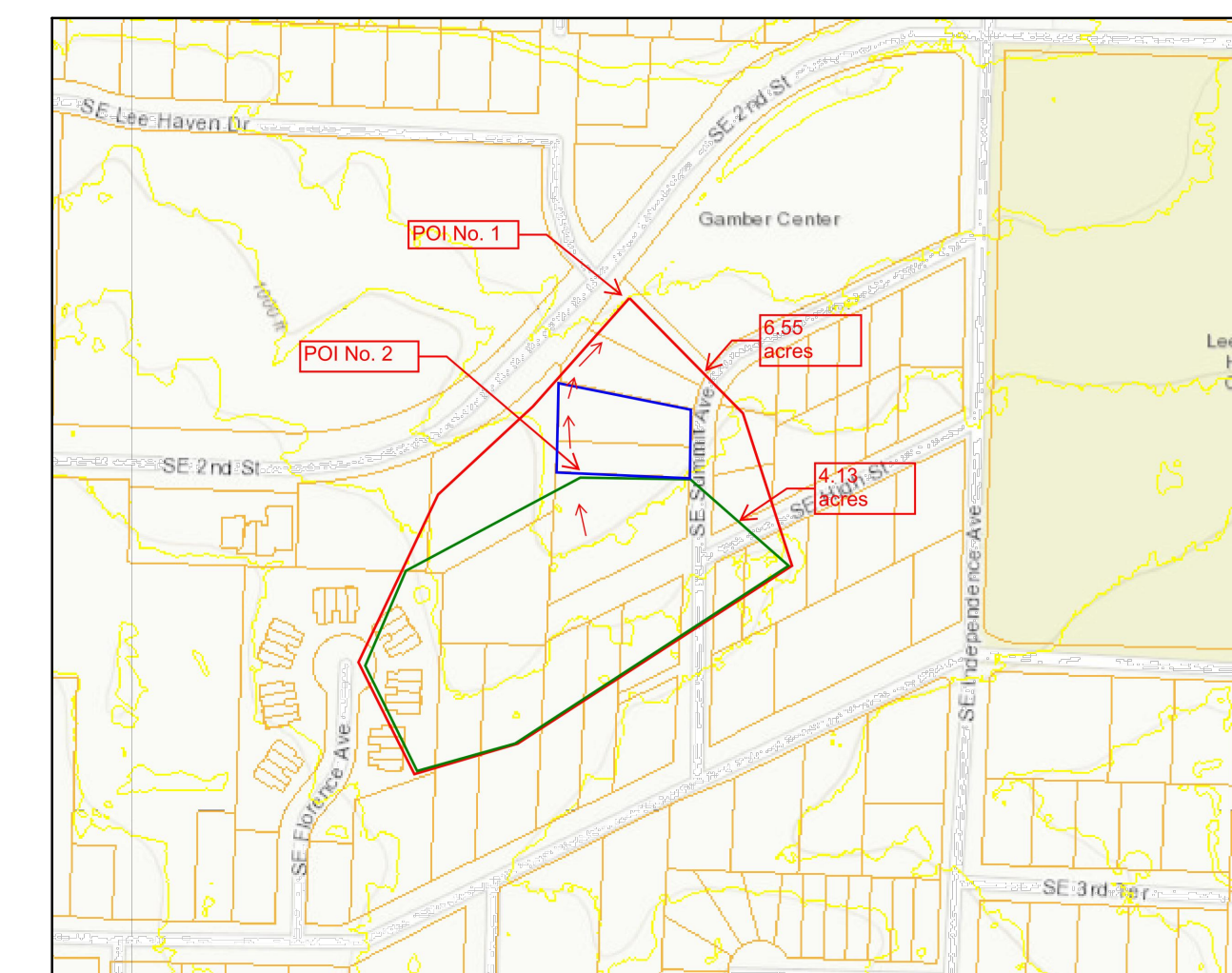
THIS IS NOT A BLUE-INK SEAL, AND THE SIGNATURE IN BLUE INK. THE PLAN IS A COPY AND MANY COPIES. UNAUTHORIZED ALTERATIONS, THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES.



SUMMIT AVENUE ADDITION, LOTS 1 AND 2  
(REPLAT OF LOWE'S ADDITION LOTS  
18, 19, 20, 21 & 22, BLOCK 2)  
LEE'S SUMMIT - JACKSON COUNTY - MISSOURI

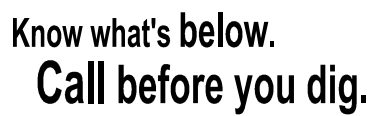
<i>X-REF NO.</i> XXXXXX
<i>DRAWING NO.</i> 18038
<i>DATE</i> MARCH 14, 2019
<i>JOB NO.</i> 18038

3 SHEET OF 3



DRAINAGE AREA MAP  
NTS





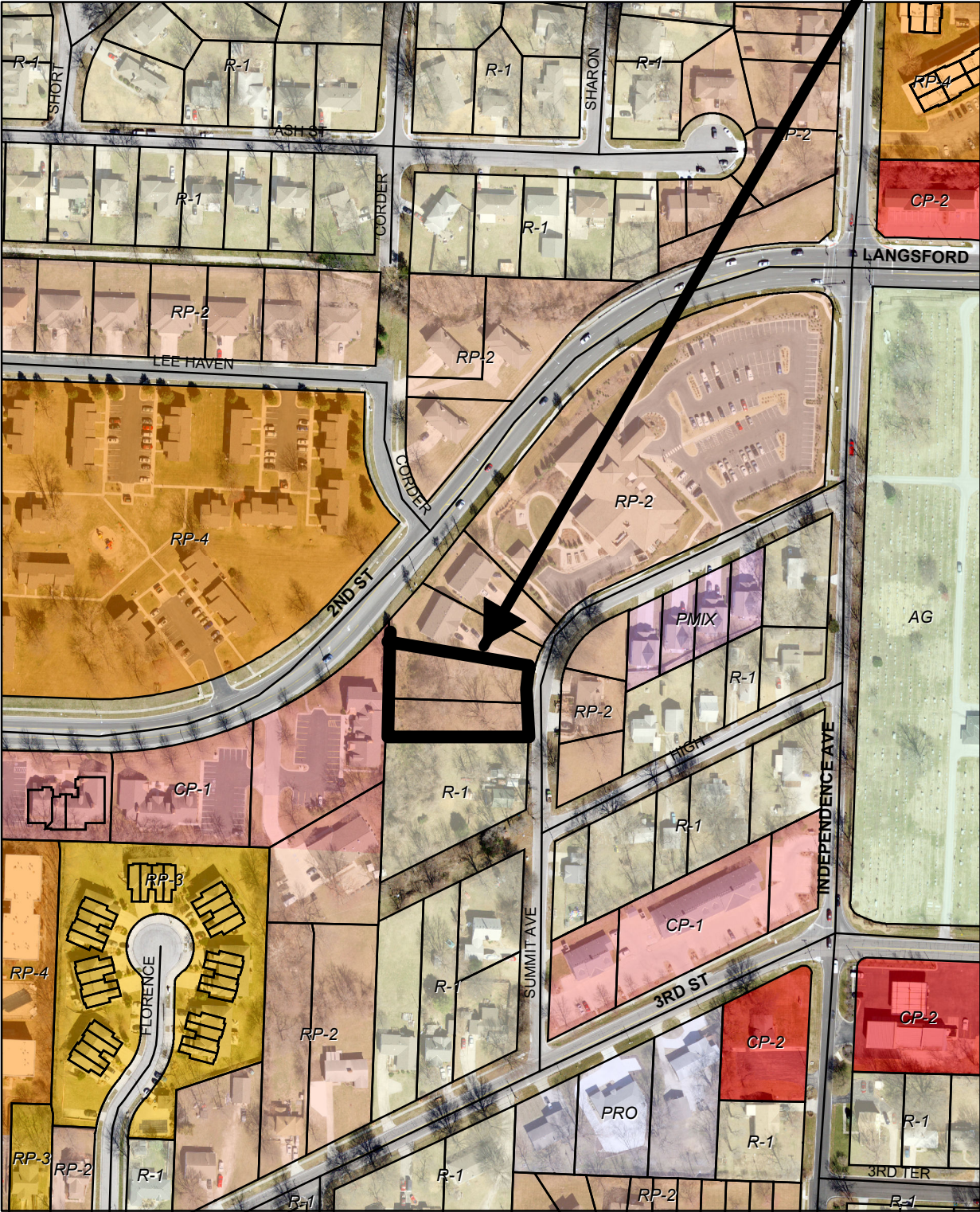
1. Open areas not covered with other landscaping materials shall be covered with sod.
2. All trees/shrubs are shown graphically, not numerically.
3. Trees shall be located a minimum distance of 5 feet from the sanitary and water lines as measured from the outside of the mature tree trunk to the outside of the pipe.
4. The trees and shrubs shown are for graphical purposes and does not represent the actual count required per the worksheet.

<i>SPECIES</i>	<i>CALIPER/HEIGHT</i>	<i>QUANTITY</i>
<i>October Glory Red Maple</i>	<i>3" Caliper, measured 6" above the ground</i>	<i>10</i>
<i>Scotch Pine</i>	<i>8' Minimum Height</i>	<i>26</i>
<i>White Dogwood</i>	<i>3" Caliper, measured 6" above the ground</i>	<i>9</i>
<i>Winged Euonymus</i>	<i>24" Minimum height at time of planting</i>	<i>26</i>

2	SHEET OF 3	DATE	MARCH 14, 2019
		JOB NO.	18038
		DRAWING NO.	18038
		X-REF. NO.	XXXXXXXX
		LANDSCAPE PLAN	
SUMMIT AVENUE ADDITION, LOTS 1 AND 2 (REPLAT OF LOWE'S ADDITION LOTS 18, 19, 20, 21 & 22, BLOCK 2)  LEE'S SUMMIT - JACKSON COUNTY - MISSOURI			



**PL2019-121-SUMMIT AVENUE ADDITION, LOTS 1 & 2  
PRELIMINARY DEVELOPMENT PLAN  
114 AND 200 SE SUMMIT AVENUE**



## Packet Information

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**File #:** 2019-3009, **Version:** 1

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Public Hearing: Proposed 2019 Property Tax Levy for the City of Lee's Summit, Cass and Jackson Counties, Missouri, for the Calendar Year 2019.

Issue/Request:

Public Hearing - Tax Levy for the City of Lee's Summit, Cass and Jackson Counties, Missouri, for the Calendar Year 2019.

Key Issues:

Consideration and setting of the tax levies for the General Fund; Parks and Recreation Fund; and, Debt Service Fund for the City of Lee's Summit, for the calendar year 2019 (Fiscal Year 2020).

Background:

Each year the City Council must set the tax levies to be applied to property within the City limits for the General Fund, the Parks and Recreation Fund, and the Debt Service Fund. The Cass County Assessor and Jackson County Assessor provide the assessed values for all property located within the City limits, and, state statutes require the City Council to set the tax levies by October 1, of each year. Once the tax levies are set, the levies are forwarded to the County Clerks of Cass and Jackson Counties who certify the levies, and ultimately the State Auditor's Office provides final certification of the tax levy rates. Once the tax levy rates are granted final certification, the tax levy rate is applied to the properties within the City limits, and, the resulting tax amounts are forwarded by the respective County Clerks to the County Collector's Office of Cass and Jackson Counties, respectively.

Bette Wordelman, Finance Director

Staff recommends approval of an Ordinance setting the Tax Levy for the Year 2019 for the City of Lee's Summit, Cass and Jackson Counties, Missouri.



## Packet Information

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**File #:** BILL NO. 19-210, **Version:** 1

---

An Ordinance setting the Tax Levy for the Year 2019 for the City of Lee's Summit, Jackson and Cass Counties, Missouri.

Key Issues:

Consideration and setting of the tax levies for the General Fund; Parks and Recreation Fund; and, the Debt Service Fund for the City of Lee's Summit, for the 2019 Calendar Year (Fiscal Year 2020).

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of An Ordinance setting the Tax Levy for the Year 2019 for the City of Lee's Summit, Jackson and Cass Counties, Missouri.

SECOND MOTION: I move for adoption of An Ordinance setting the Tax Levy for the Year 2019 for the City of Lee's Summit, Jackson and Cass Counties, Missouri

Background:

Each year, the City Council must set the tax levies to be applied to property within the City limits for the General Fund, the Parks and Recreation Fund, and the Debt Service Fund. The Cass County Assessor and the Jackson County Assessor provide the assessed values for all the property located within the City limits, and, state statutes require the City Council to set the tax levies by October 1 of each year. Once the tax levies are set, the levies are forwarded to the State Auditor's Office for review and certification by the Auditor. After certification by the State Auditor, the tax levies are forwarded to the County Clerks of Cass and Jackson Counties, who certify the levies. Once the tax levies are certified by the respective County Clerk, the levy rate is applied to the properties within the City limits, and the resulting amounts are forwarded by the respective County Clerk to the County Collector's Office of Cass and Jackson County, for the collection of the taxes from the property owners.

Impact/Analysis:

Bette Wordelman, Finance Director

Staff recommends approval.

## **BILL NO. 19-210**

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AN ORDINANCE SETTING THE TAX LEVY FOR THE YEAR 2019 FOR THE CITY OF LEE'S SUMMIT, JACKSON AND CASS COUNTIES, MISSOURI.

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

SECTION 1. That there is hereby levied for the year 2019 on all property made taxable by law within the corporate limits of the City of Lee's Summit, Missouri, a tax in the amounts and for the purposes set forth below, to wit:

\$0.7851      on each One Hundred Dollars (\$100.00) of assessed valuation for  
GENERAL REVENUE FUND of the City of Lee's Summit, Missouri.

\$0.1388      on each One Hundred Dollars (\$100.00) of assessed valuation for PUBLIC  
PARKS.

\$0.4697      on each One Hundred Dollars (\$100.00) of assessed valuation for GENERAL  
OBLIGATION BONDS - PRINCIPAL, INTEREST AND SINKING FUND.

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\$1.3936      TOTAL LEVY on each One Hundred Dollars (\$100.00) of assessed  
valuation.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. That this ordinance is necessary for the setting of the tax rates and levy for the City, and is an emergency within the meaning of Section 3.13(f)(5) of the Charter of the City of Lee's Summit, Missouri and the same shall be in full force and effect from and after the date of its passage and adoption, and the approval by the Mayor.

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

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*Mayor William A. Baird*

ATTEST:

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*City Clerk Trisha Fowler Arcuri*



**BILL NO. 19-210**

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF LEE'S SUMMIT  
COMBINED ASSESSED VALUES & TAX REVENUE**

11-Sep-19

**Final 9/5/2019**

**Calendar 2019**

			<u>REAL ESTATE</u>	<u>PERS. PROP.</u>	<u>REAL &amp; PP</u>	<u>RR &amp; UTILITY</u>	<u>GRAND TOTAL</u>	<u>NEW CONSTRUCTION REAL ESTATE</u>	<u>PERSONAL</u>	<u>TOTAL</u>
<b>JACKSON</b>			1,909,649,147	363,139,718	2,272,788,865	39,455,028	2,312,243,893	18,290,396	12,479,526	30,769,922
<b>CASS</b>			54,747,011	10,548,261	65,295,272	934,263	66,229,535	1,382,351	1,961,710	3,344,061
TOTAL			<u>1,964,396,158</u>	<u>373,687,979</u>	<u>2,338,084,137</u>	<u>40,389,291</u>	<u>2,378,473,428</u>	<u>19,672,747</u>	<u>14,443,613</u>	<u>34,113,983</u>
			332,655,988	14,443,613	347,099,601	(1,331,370)	345,768,231	(3,101,984)	(5,547,932)	(0)
			20.39%	4.02%	17.43%	-3.19%	17.01%	-13.62%		
State Assessed Property										
<b>JACKSON</b>			34,143,691	5,311,337	39,455,028	39,455,028				
<b>CASS</b>			842,365	91,898	934,263	934,263				
TOTAL RR & UTIL.			<u>34,986,056</u>	<u>5,403,235</u>	<u>40,389,291</u>	<u>40,389,291</u>				
GRAND TOTAL			<u>1,999,382,214</u>	<u>379,091,214</u>	<u>2,378,473,428</u>		<u>\$2,378,473,428</u>			
Net of New Growth							2,344,359,445			
<b>Taxes</b>			99.00%				NET	GROSS		
GENERAL	\$0.7851		12,312,588	2,636,839	14,949,427	310,077	14,949,427	15,413,641		
PARK	\$0.1388		2,176,777	466,174	2,642,951	46,354	2,642,951	2,725,020		
DEBT	<u>\$0.4697</u>		7,366,224	1,577,536	8,943,760	156,862	8,943,760	9,221,484		
TOTAL	<u>\$1.3936</u>		<u>21,855,590</u>	<u>4,680,549</u>	<u>26,536,139</u>	<u>513,294</u>	<u>26,536,138</u>	<u>27,360,146</u>		

**Calendar 2018**

<b>JACKSON</b>			1,584,325,572	350,660,192	1,934,985,764	40,691,378	1,975,677,142	21,577,676	18,733,385	40,311,061
<b>CASS</b>			47,414,598	8,584,174	55,998,772	1,029,283	57,028,055	1,197,055	1,258,160	2,455,215
TOTAL			<u>1,631,740,170</u>	<u>359,244,366</u>	<u>1,990,984,536</u>	<u>41,720,661</u>	<u>2,032,705,197</u>	<u>22,774,731</u>	<u>19,991,545</u>	<u>42,766,276</u>
			47,616,127	19,991,545	67,607,672	1,826,446	69,434,118	0	12,381,167	
			3.01%	5.89%	3.52%	4.58%	3.54%	0.00%	0	
State Assessed Property										
<b>JACKSON</b>			35,279,694	5,411,684	40,691,378	40,691,378				
<b>CASS</b>			935,008	94,275	1,029,283	1,029,283				
TOTAL RR & UTIL.			<u>36,214,702</u>	<u>5,505,959</u>	<u>41,720,661</u>	<u>41,720,661</u>				
GRAND TOTAL			<u>1,667,954,872</u>	<u>364,750,325</u>	<u>2,032,705,197</u>		<u>\$2,032,705,197</u>			
Net of New Growth							1,989,938,921			
<b>Taxes</b>			99.00%				NET	GROSS		
GENERAL	\$0.8886		13,935,761	2,984,455	16,920,216	350,955	16,920,216	17,445,627		
PARK	\$0.1571		2,463,772	527,637	2,991,409	52,466	2,991,409	3,084,299		
DEBT	<u>\$0.4697</u>		7,366,224	1,577,536	8,943,760	156,862	8,943,760	9,221,484		



TOTAL	<u>\$1.5154</u>	<u>23,765,759</u>	<u>5,089,627</u>	<u>28,855,385</u>	<u>560,283</u>	<u>28,855,384</u>	<u>29,751,410</u>
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Calendar 2017	FINAL	As of 9-20-17	Inflationary Increase by County assessor							
JACKSON			1,538,188,867	331,926,807	1,870,115,674	38,786,428	1,908,902,102	21,577,676	7,363,684	28,941,360
CASS			<u>45,935,176</u>	<u>7,326,014</u>	<u>53,261,190</u>	<u>1,107,787</u>	<u>54,368,977</u>	<u>1,197,055</u>	246,694	<u>1,443,749</u>
TOTAL			<u>1,584,124,043</u>	<u>339,252,821</u>	<u>1,923,376,864</u>	<u>39,894,215</u>	<u>1,963,271,079</u>	<u>22,774,731</u>	<u>7,610,378</u>	<u>30,385,109</u>
			107,588,185	7,610,378	115,198,563	(2,597,937)	112,600,626	(11,115,219)	(21,726,042)	(32,841,261)
			7.29%	2.29%	6.37%	-6.11%	6.08%	-32.80%	-74.06%	-51.94%
			State Assessed Property							
JACKSON			33,627,450	5,158,978	38,786,428	38,786,428				
CASS			<u>1,003,976</u>	<u>103,811</u>	<u>1,107,787</u>	<u>1,107,787</u>				
TOTAL RR & UTIL.			<u>34,631,426</u>	<u>5,262,789</u>	<u>39,894,215</u>	<u>39,894,215</u>				
GRAND TOTAL			<u>1,618,755,469</u>	<u>344,515,610</u>	<u>1,963,271,079</u>		<u>\$1,963,271,079</u>			
					Net of New Growth		1,932,885,970			

Taxes			99.00%				NET	GROSS
GENERAL	\$0.8886	13,935,761		2,984,455	16,920,216	350,955	16,920,216	17,445,627
PARK	\$0.1571	2,463,772		527,637	2,991,409	52,466	2,991,409	3,084,299
DEBT	<u>\$0.4697</u>	<u>7,366,224</u>		<u>1,577,536</u>	<u>8,943,760</u>	<u>156,862</u>	<u>8,943,760</u>	<u>9,221,484</u>
TOTAL	<u>\$1.5154</u>	<u>23,765,759</u>		<u>5,089,627</u>	<u>28,855,385</u>	<u>560,283</u>	<u>28,855,384</u>	<u>29,751,410</u>

Calendar 2016	FINAL	As of 9-12-16	Inflationary Increase by County assessor							
JACKSON	Final		1,433,886,057	324,563,123	1,758,449,180	41,301,617	1,799,750,797	32,025,569	28,419,100	60,444,669
CASS	Final		<u>42,649,801</u>	<u>7,079,320</u>	<u>49,729,121</u>	<u>1,190,535</u>	<u>50,919,656</u>	<u>1,864,381</u>	917,320	<u>2,781,701</u>
TOTAL			<u>1,476,535,858</u>	<u>331,642,443</u>	<u>1,808,178,301</u>	<u>42,492,152</u>	<u>1,850,670,453</u>	<u>33,889,950</u>	<u>29,336,420</u>	<u>63,226,370</u>
			27,102,547	29,336,420	56,438,967	1,894,450	58,333,417	5,574,222	18,624,697	24,198,919
			1.87%	9.70%	3.22%	4.67%	3.25%	19.69%	173.87%	62.00%
			State Assessed Property							
JACKSON	Final		35,497,780	5,803,837	41,301,617	41,301,617				
CASS	Final		<u>1,079,752</u>	<u>110,783</u>	<u>1,190,535</u>	<u>1,190,535</u>				
TOTAL RR & UTIL.			<u>36,577,532</u>	<u>5,914,620</u>	<u>42,492,152</u>	<u>42,492,152</u>				
GRAND TOTAL			<u>1,513,113,390</u>	<u>337,557,063</u>	<u>1,850,670,453</u>		<u>\$1,850,670,453</u>			
					Net of New Growth		1,787,444,083			

Taxes			99.00%				NET	GROSS
GENERAL	\$0.9081	13,030,681		2,717,789	15,748,469	364,981	15,748,469	16,276,213
PARK	\$0.1606	2,304,512		480,648	2,785,160	53,634	2,785,160	2,878,493
DEBT	<u>\$0.4697</u>	<u>6,739,908</u>		<u>1,405,732</u>	<u>8,145,640</u>	<u>156,862</u>	<u>8,145,640</u>	<u>8,418,607</u>
TOTAL	<u>\$1.5384</u>	<u>22,075,102</u>		<u>4,604,169</u>	<u>26,679,271</u>	<u>575,478</u>	<u>26,679,270</u>	<u>27,573,313</u>

Calendar 2015	As of 9-15-15	Inflationary Increase by County assessor								
JACKSON	Final	1,408,650,157	296,144,023	1,704,794,180	39,393,515	1,744,187,695	27,610,185	10,653,286	38,263,471	
CASS	Final	<u>40,783,154</u>	<u>6,162,000</u>	<u>46,945,154</u>	<u>1,204,187</u>	<u>48,149,341</u>	<u>705,543</u>	58,437	<u>763,980</u>	

TOTAL		<u>1,449,433,311</u>	<u>302,306,023</u>	<u>1,751,739,334</u>	<u>40,597,702</u>	<u>1,792,337,036</u>	<u>28,315,728</u>	<u>10,711,723</u>	<u>39,027,451</u>
		91,174,587	11,080,584	102,255,171	3,937,671	106,192,842	9,648,019	35,989,225	45,637,244
		6.91%	3.89%	6.37%	11.02%	6.47%	55.15%	-141.79%	-578.53%

State Assessed Property

<b>JACKSON</b>	Final	34,654,914	4,738,601	39,393,515	39,393,515				
<b>CASS</b>	<b>Final</b>	<u>1,093,342</u>	<u>110,845</u>	<u>1,204,187</u>	<u>1,204,187</u>				
	TOTAL RR & UTIL.	<u>35,748,256</u>	<u>4,849,446</u>	<u>40,597,702</u>	<u>40,597,702</u>				
	GRAND TOTAL	<u>1,485,181,567</u>	<u>307,155,469</u>	<u>1,792,337,036</u>		<u>\$1,792,337,036</u>			
				Net of New Growth		1,753,309,585			

<b>Taxes</b>			99.00%				NET	GROSS	
GENERAL	\$0.9063	13,004,852		2,712,401	15,717,253	364,258	15,717,253	16,243,951	
PARK	\$0.1603	2,300,207		479,751	2,779,958	53,534	2,779,958	2,873,116	
DEBT	<u>\$0.4697</u>	6,739,908		1,405,732	<u>8,145,640</u>	156,862	8,145,640	8,418,607	
TOTAL	<u>\$1.5363</u>	<u>22,044,969</u>		<u>4,597,884</u>	<u>26,642,853</u>	<u>574,654</u>	<u>26,642,852</u>	<u>27,535,674</u>	

Calendar 2014 **Final 9-15-14**

Inflationary Increase by County assessor

<b>JACKSON</b>	Final	<u>1,320,137,176</u>	<u>285,094,459</u>	<u>1,605,231,635</u>	<u>35,741,537</u>	<u>1,640,973,172</u>	<u>17,494,051</u>	<u>(25,382,569)</u>	<u>(7,888,518)</u>
<b>CASS</b>	<b>Final</b>	<u>38,121,548</u>	<u>6,130,980</u>	<u>44,252,528</u>	<u>918,494</u>	<u>45,171,022</u>	<u>1,173,658</u>	<u>105,067</u>	<u>1,278,725</u>
	TOTAL	<u>1,358,258,724</u>	<u>291,225,439</u>	<u>1,649,484,163</u>	<u>36,660,031</u>	<u>1,686,144,194</u>	<u>18,667,709</u>	<u>(25,277,502)</u>	<u>(6,609,793)</u>
		16,335,082	(25,292,699)	(8,957,617)	2,926,441	(6,031,176)	(17,783,898)	(341,795,640)	(359,579,538)
		1.22%	-7.99%	-0.54%	8.68%	-0.36%	-48.79%	-107.99%	-101.87%

State Assessed Property

<b>JACKSON</b>	Final	30,606,658	5,134,879	35,741,537	35,741,537				
<b>CASS</b>	<b>Final</b>	<u>835,066</u>	<u>83,428</u>	<u>918,494</u>	<u>918,494</u>				
	TOTAL RR & UTIL.	<u>31,441,724</u>	<u>5,218,307</u>	<u>36,660,031</u>	<u>36,660,031</u>				
	GRAND TOTAL	<u>1,389,700,448</u>	<u>296,443,746</u>	<u>1,686,144,194</u>		<u>\$1,686,144,194</u>			
				Net of New Growth		1,692,753,987			

<b>Taxes</b>			99.00%				NET	GROSS	
GENERAL	\$0.9349	12,571,377		2,695,440	15,266,817	339,307	15,266,817	15,763,762	
PARK	\$0.1654	2,224,094		476,870	2,700,964	60,029	2,700,964	2,788,882	
DEBT	<u>\$0.4697</u>	6,315,944		1,354,207	<u>7,670,151</u>	170,470	7,670,151	7,919,819	
TOTAL	<u>\$1.5700</u>	<u>21,111,416</u>		<u>4,526,517</u>	<u>25,637,933</u>	<u>569,807</u>	<u>25,637,932</u>	<u>26,472,464</u>	

Calendar 2013 **Final 9/15/13**

Inflationary Increase by County assessor

<b>JACKSON</b>	Prelim	<u>1,305,080,732</u>	<u>310,477,028</u>	<u>1,615,557,760</u>	<u>32,995,794</u>	<u>1,648,553,554</u>	<u>35,515,247</u>	<u>310,477,028</u>	<u>345,992,275</u>
<b>CASS</b>	<b>Final</b>	<u>36,842,910</u>	<u>6,041,110</u>	<u>42,884,020</u>	<u>737,796</u>	<u>43,621,816</u>	<u>936,360</u>	<u>6,041,110</u>	<u>6,977,470</u>
	TOTAL	<u>1,341,923,642</u>	<u>316,518,138</u>	<u>1,658,441,780</u>	<u>33,733,590</u>	<u>1,692,175,370</u>	<u>36,451,607</u>	<u>316,518,138</u>	<u>352,969,745</u>
		1,341,923,642	316,518,138	1,658,441,780	33,733,590	1,692,175,370	36,451,607	316,518,138	352,969,745
		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

State Assessed Property

<b>JACKSON</b>	Prelim	27,991,523	5,004,271	32,995,794	32,995,794				
<b>CASS</b>	<b>Final</b>	<u>669,565</u>	<u>68,231</u>	<u>737,796</u>	<u>737,796</u>				



TOTAL RR & UTIL.	<u>28,661,088</u>	<u>5,072,502</u>	<u>33,733,590</u>	<u>33,733,590</u>	
GRAND TOTAL	<u>1,370,584,730</u>	<u>321,590,640</u>	<u>1,692,175,370</u>		<u>\$1,692,175,370</u>
			Net of New Growth		1,339,205,625

Taxes		99.00%				NET	GROSS
GENERAL	\$0.9213	12,500,925	2,933,186	15,434,112	307,680	15,434,112	15,590,012
PARK	\$0.1630	2,211,713	518,951	2,730,663	54,436	2,730,663	2,758,246
DEBT	<u>\$0.4697</u>	6,373,260	1,495,406	<u>7,868,666</u>	156,862	7,868,666	7,948,148
TOTAL	<u>\$1.5540</u>	<u>21,085,899</u>	<u>4,947,543</u>	<u>26,033,442</u>	<u>518,978</u>	<u>26,033,441</u>	<u>26,296,405</u>

## Packet Information

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**File #:** 2019-2952, **Version:** 1

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FY20 Snow Operation Overview

Issue/Request:

Staff will share a high-level overview of snow operations.

Key Issues:

- Goal of the City
- Best Practices
- Rules of Engagement
- What the City Will Deliver
- How the City Council Can Help
- Questions

Proposed City Council Motion:

[Enter text here]

Background:

[Enter text here]

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Shawn Graff, Assistant Director of Public Works Operations

Christal Kliewer Weber, Assistant City Manager

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]





# Lee's Summit's Snow Battle Plan

City Council  
September 3, 2019

## Outline

- Goal of the City
- Best Practices
- Rules of Engagement
- What the City Will Deliver
- How the City Council Can Help
- Questions



## Goal of the City

Currently stated in the Snow Plan:

- “Our goal is to provide adequate mobility and safety for properly equipped and prudently operated vehicles within a reasonable time after the end of the storm.”
  - Provide a high level of customer service to our citizens
  - Operate within available financial resources
  - Ensure operational balance for the City and employees

## Best Practices

- Research and analyze industry trends and innovations
  - Annual review of the Snow Plan
  - Review of other snow plans
- Achieve full compliance with APWA recommended practices
- Prepare resources for snow operations
  - Annual training for personnel
  - Equipment inspection and preparation
- Then we go to battle



## Rules of Engagement (R.O.E.)

- R.O.E. - The City plows and treats all public streets
  - All public streets are plowed and treated in priority order
- R.O.E. - All effective equipment is used during the entire snow event
  - In some situations not all equipment is effective
- R.O.E. - The City works around the clock (12 hours shifts) to meet the need to each individual storm and the community
  - Employees and trucks are assigned to rotating twelve hour shifts
- R.O.E. - Comparing arterial streets with residential streets
  - All battles are local

## What the City Will Deliver

- Be strategic in preparation and response
- Effectively utilize all available resources
- Be open in our communication



## How the City Council Can Help

- Help rally our troops
- Help educate the public (share our snow goal)
  - “Our goal is to provide adequate mobility and safety for properly equipped and prudently operated vehicles within a reasonable time after the end of the storm.”
- Help keep the public informed during events

LS

# Questions



## Packet Information

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**File #:** BILL NO. 19-211, **Version:** 1

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An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport.  
(BOAC 8-12-19) (F&BC 9-9-19)

Key Issues:

- The Airport operates as an enterprise fund generating revenue through hangar rental, fuel sales, ground leases, and charges for services.
- Fuel pricing and discounts are a consideration by customers when choosing to use, or base an aircraft at one airport or another.
- For FY20, the markup on all fuel increased
- Providing a low cost fueling option using fuel discounts helps to attract and retain based and transient customers.
- Offering attractive discounts often result in high fuel sale volumes

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport.

SECOND MOTION: I move for adoption of An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport.

Background:

The Airport operates as an enterprise fund and generates revenue through hangar rental, fuel sales and ground leases. Annually, the Airport reviews the fuel markup rates, fees for services, and discounts to ensure that the Airport is generating enough revenue to cover operational cost.

The current fuel discounts structure was adopted in January 2018, in preparation for the completion of the runway 18/36. The current fuel discounts were based on the current markup of \$2.00/gallon, the buying patterns of the based and transient customers, and prices at the surrounding Airports operating at least a 5,500 ft. long runway. Since then, Jet-A sales have increased from 58,713 gallons in FY17 to 101,318 gallons for FY19. The number of based customers who use Jet-A has increased from 2 to 10. This increase is partly the result of competitive fuel pricing in conjunction with other services and facilities the Airport provides.

On July 1, 2019, the mark-up on all fuels increased to cover higher operating expenses. The markup on Avgas 100LL increased from \$1.00/gallon to \$1.45/gallon and Jet-A increased from \$2.00/gallon to \$2.65/gallon. In order to remain competitive in the local market and continue to attract customers to the Airport, staff

recommends implementing the attached schedule of discounts. See "Exhibit "A" for the table of proposed discounts on fuel sales at the Lee's Summit Municipal Airport.

Joel Arrington, Assistant Airport Manager

Recommendation: Staff recommends approval of An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport

Board Recommendation:

The Board of Aeronautical Commissioners voted unanimously 7-0 to recommend to City Council approval of An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport.

Committee Recommendation:

The Finance and Budget Committee voted unanimously 3-0 (Mayor Pro Tem Lopez "Absent") to recommend to City Council approval of An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport.



## **BILL NO. 19-211**

---

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

WHEREAS, City Council has previously approved the Lee's Summit Airport ("Airport") fuel discount sales prices by passage of Ordinance No. 8328 and most recently approved new fuel sale prices on March 19, 2019, by passage of Ordinance No. 8592 to take effect July 1, 2019; and,

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

WHEREAS, to stay competitive in the regional market on fuel sales it is advisable to allow the staff to periodically adjust the discount amounts within a range approved by the City Council; and

WHEREAS, it is appropriate to offer discounts to customers when the City has in place an agreement to do so for consideration received by the City such as customers who seek preferred pricing at an airport; and

WHEREAS, the City Council finds that the proposed schedule of fuel discounts to permit adjustment within a range based on market conditions and any agreements the City has in effect is appropriate and necessary to provide sufficient revenue for fuel operations at the Airport.

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

SECTION 1. That the schedule of fuel discounts for customers entitled to a discount, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth, including the range of discount changes that may be made based upon market conditions or as they change and agreements provided the City Council has approved the agreement, be and hereby is approved.

SECTION 2. That the City Manager and Airport Manager shall implement said fuel discounts in the amounts and within the ranges as approved by the Council.

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

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

**BILL NO. 19-211**

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



*Avgas	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
<b>Customer Types</b>				
Full Service Based	\$ 3.73	\$ 1.00	\$ 0.19	\$ 4.54
Self Service Based	\$ 3.73	\$ 1.00	\$ 0.41	\$ 4.32
Full Service Transient	\$ 3.73	\$ 1.00	\$ -	\$ 4.73
Self Service Transient	\$ 3.73	\$ 1.00	\$ 0.18	\$ 4.55

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

Purchase Price	Markup	Proposed Discount	Effective Price	Percent Change
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon	Per gallon	
\$ 3.73	\$ 1.45	\$ 0.25	\$ 4.93	9%
\$ 3.73	\$ 1.45	\$ 0.50	\$ 4.68	8.3%
\$ 3.73	\$ 1.45	\$ -	\$ 5.18	9.5%
\$ 3.73	\$ 1.45	\$ 0.35	\$ 4.83	6.2%

*Mogas	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
<b>Customer Types</b>				
Full Service Based	\$ 3.02	\$ 0.85	\$ 0.19	\$ 3.68
Self Service Based	\$ 3.02	\$ 0.85	\$ 0.41	\$ 3.46
Full Service Transient	\$ 3.02	\$ 0.85	\$ -	\$ 3.87
Self Service Transient	\$ 3.02	\$ 0.85	\$ 0.18	\$ 3.69

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

Purchase Price	Markup	Proposed Discount	Effective Price	Percent Change
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon	Per gallon	
\$ 3.02	\$ 1.45	\$ 0.25	\$ 4.22	15%
\$ 3.02	\$ 1.45	\$ 0.50	\$ 3.97	14.7%
\$ 3.02	\$ 1.45	\$ -	\$ 4.47	15.5%
\$ 3.02	\$ 1.45	\$ 0.35	\$ 4.12	11.7%

**Jet-A (gal)	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
<b>Based</b>				
1 - 1,999	\$ 2.66	\$ 2.00	\$ 0.50	\$ 4.16
2,000 - 3,999	\$ 2.66	\$ 2.00	\$ 0.50	\$ 4.16
4,000 +	\$ 2.66	\$ 2.00	\$ 0.50	\$ 4.16

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

Purchase Price	Markup	Proposed Discount	Effective Price	Percent Change
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon	Per gallon	
\$ 2.66	\$ 2.65	\$ 1.40	\$ 3.91	-6%
\$ 2.66	\$ 2.65	\$ 1.35	\$ 3.96	-4.8%
\$ 2.66	\$ 2.65	\$ 1.30	\$ 4.01	-3.6%

**Jet-A (gal)	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
<b>Transient Contract</b>				
1 - 299	\$ 2.66	\$ 2.00	\$ 0.15	\$ 4.51
300 - 499	\$ 2.66	\$ 2.00	\$ 0.25	\$ 4.41
500 - 999	\$ 2.66	\$ 2.00	\$ 0.35	\$ 4.31
1,000 +	\$ 2.66	\$ 2.00	\$ 0.45	\$ 4.21

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

Purchase Price	Markup	Proposed Discount	Effective Price	Percent Change
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon	Per gallon	
\$ 2.66	\$ 2.65	\$ 0.05	\$ 5.26	17%
\$ 2.66	\$ 2.65	\$ 0.20	\$ 5.11	15.9%
\$ 2.66	\$ 2.65	\$ 0.50	\$ 4.81	11.6%
\$ 2.66	\$ 2.65	\$ 0.90	\$ 4.41	4.8%

**Jet-A (gal)	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
<b>Transient Non Contract</b>				
1 - 299	\$ 2.66	\$ 2.00	\$ -	\$ 4.66
300 - 499	\$ 2.66	\$ 2.00	\$ 0.10	\$ 4.56
500 - 999	\$ 2.66	\$ 2.00	\$ 0.20	\$ 4.46
1,000 +	\$ 2.66	\$ 2.00	\$ 0.30	\$ 4.36

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

Purchase Price	Markup	Proposed Discount	Effective Price	Percent Change
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon	Per gallon	
\$ 2.66	\$ 2.65	\$ -	\$ 5.31	14%
\$ 2.66	\$ 2.65	\$ 0.15	\$ 5.16	13.2%
\$ 2.66	\$ 2.65	\$ 0.45	\$ 4.86	9.0%
\$ 2.66	\$ 2.65	\$ 0.85	\$ 4.46	2.3%

***Separate Agreements on fuel discounts approved by City Council	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
<b>Transient Non Contract</b>				
1-500	\$ 2.66	\$ 2.00	\$ -	\$ 4.66
501-1,000	\$ 2.66	\$ 2.00	\$ -	\$ 4.66
1,001-1,500	\$ 2.66	\$ 2.00	\$ -	\$ 4.66
1,000 +	\$ 2.66	\$ 2.00	\$ -	\$ 4.66

Purchase Price	Markup	Proposed Discount
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon
\$ 2.66	\$ 2.65	Per Agreement
\$ 2.66	\$ 2.65	Per Agreement
\$ 2.66	\$ 2.65	Per Agreement
\$ 2.66	\$ 2.65	Per Agreement

\*Staff is authorized to adjust these discounts, as needed based on the local market by increasing or decreasing up to \$0.25/gallon.

\*\* Staff is authorized to adjust these discounts, as needed based on the local market by increasing or decreasing up to \$0.50/gallon.

\*\*\*Staff is authorized to adjust these discounts in accordance with an agreement that has been approved by City Council.

## Packet Information

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**File #:** BILL NO. 19-212, **Version:** 1

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An Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri. (F&BC 9-9-19)

Issue/Request:

An Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

Background:

This is a new contract for the City as it has been several years since there has been a need to purchase a new tractor with attachments. The City purchases utility tractors, mowers, and equipment to perform work on and around City property.

Key Issues:

- The Fleet Department purchases utility tractors, mowers, and equipment for use in various City departments. The initial purchase is for a new tractor and equipment for the Airport.
- The initial purchase on this contract will be a Kubota tractor with equipment for \$129,100.29.
- The purchase is funded through VERP

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

SECOND MOTION: I move for adoption of an Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

Impact/Analysis:

Rick Gentry, Procurement and Contract Services Manager

Staff recommends approval of an Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

The Finance and Budget Committee voted unanimously 3-0 (Mayor Pro Tem Lopez "Absent") to recommend to City Council approval of an Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City



Manager to execute the same for the City of Lee's Summit, Missouri.

## **BILL NO. 19-212**

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AN ORDINANCE APPROVING THE USE OF COOPERATIVE CONTRACT BETWEEN SOURCEWELL AND KUBOTA TRACTOR CORPORATION TO PURCHASE TRACTORS, MOWERS, AND EQUIPMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit (the "City") has several pieces of tractor and mower equipment that need to be replaced; and,

WHEREAS, Section 5.4 of the Procurement Policy allows the City to make purchases from contracts that were originally procured by another entity but have extended the pricing and terms of such contract to other entities such as the City; and,

WHEREAS, the City is able to purchase the needed tractors, mowers, and equipment and pursuant to a contract between Sourcewell and Kubota Tractor Corporation ("Cooperative Contract 2020-019"); and,

WHEREAS, Section 5.4 of the Procurement Policy requires that cooperative contracts that have an estimated annual spend of \$50,000.00 or more be approved by City Council before they are used; and,

WHEREAS, the City anticipates spending over \$50,000.00 annually through this on the purchase of Kubota tractors, mowers, and equipment..

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 the City's use of the Sourcewell contract with Kubota Tractor Corporation, Contract #062117-KBA (referred to as "Cooperative Agreement"), a copy of which is on file with the Procurement Division of the Finance Department and incorporated herein by reference, and authorizes the City Manager to execute an agreement by and between the City and Kubota Tractor Corporation, pursuant to the Cooperative Agreement, to purchase the utility tractors, mowers, and equipment, on an as-needed basis, listed in the Cooperative Agreement.

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

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

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

ATTEST:

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

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

**BILL NO. 19-212**

---

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 Counsel of Management and Operations  
*Daniel R. White*





## NOTICE OF PARTICIPATION-COOPERATIVE CONTRACT

September 3, 2019

Kubota Tractor Corporation  
Attn: Jon Cheek  
1000 Kubota Drive  
Grapevine, TX 76051

Re: City of Lee's Summit Participation in Cooperative/Contract for Utility Tractors, Mowers & Equipment –LS #2020-019  
Originating Entity-Sourcewell (Formerly NJPA)  
Contract Number: 062117-KBA

Dear Mr. Cheek:

You are hereby notified that the City of Lee's Summit, Missouri may be a participant in the above referenced Contract/Agreement. All terms, conditions and pricing of the Contract/Agreement will apply to purchases and/or utilization of said Contract/Agreement by the City of Lee's Summit, Missouri.

**Your organization shall return the following document(s) within (7) seven days after receipt of this Notice of Participation via email to Mrs. Des Collins at [desiree.collins@cityofls.net](mailto:desiree.collins@cityofls.net):**

- ◆ Sign and return Notice of Participation
- ◆ Certificate of Insurance (Naming City of LS as additionally insured for General Liability)

This procedure does not imply an exclusive contract, nor does it preclude the city from bidding or purchasing items from other sources. The Contract renewal pricing is effective August 18, 2017 to August 18, 2021.

**The Departments will contact you directly to place orders.** Please be advised that all orders or work regarding this Contract will require a **Purchase Order** and all invoices provided to the City for payment must reference the Purchase Order number. For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to [ap@cityofls.net](mailto:ap@cityofls.net).

If you have any questions or problems during the contract year, please contact Des Collins in the Purchasing Division at 816-969-1082.

CITY OF LEE'S SUMMIT:

CONTRACTOR

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

\_\_\_\_\_  
Type or Print Name Legibly

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Office of City Clerk

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

Approved as to Form:

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

*The mission of the Purchasing Division is to provide innovation, value and cost-effective solutions with integrity while preserving the public trust.*

## Packet Information

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**File #:** BILL NO. 19-213, **Version:** 1

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An Ordinance approving the use of a Cooperative Contract between The Interlocal Purchasing System (TIPS) and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri. (F&BC 9-9-19)

Issue/Request:

An Ordinance approving the use of a Cooperative Contract between TIPS and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same by for the City of Lee's Summit, Missouri.

Background:

This contract (2019-070) was put in place during the last year for a small project, less than \$15,000, completed at Animal Control. Central Building Services has a need to update, replace, and add new security cameras around City facilities. The vendor, American Digital Security (ADS), is located in Liberty, Missouri and serves many of the school district in the Kansas City metro.

The next project by CBS is to replace and add cameras at City Hall. The project will cost approximately \$110,000 for the ADS component of the project.

Key Issues:

-The Central Building Services and other departments purchase security camera replacements, camera equipment, and services on an as needed basis.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance approving the use of a Cooperative Contract between TIPS and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

SECOND MOTION: I move for adoption of an Ordinance approving the use of a Cooperative Contract between TIPS and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

Impact/Analysis:

Rick Gentry, Procurement and Contract Services Manager

Staff recommends approval of an Ordinance approving the use of a Cooperative Contract between TIPS and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

The Finance and Budget Committee voted unanimously 3-0 (Mayor Pro Tem Lopez "Absent") to recommend to City Council approval of an Ordinance approving the use of a Cooperative Contract between TIPS and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.



## **BILL NO. 19-213**

---

AN ORDINANCE APPROVING THE USE OF A COOPERATIVE CONTRACT BETWEEN THE INTERLOCAL PURCHASING SYSTEM (TIPS) AND AMERICAN DIGITAL SECURITY TO PURCHASE SECURITY CAMERAS, EQUIPMENT AND SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit (the "City") has several facilities that need security cameras and equipment that need to be replaced or upgraded; and,

WHEREAS, Section 5.4 of the Procurement Policy allows the City to make purchases from contracts that were originally procured by another entity but have extended the pricing and terms of such contract to other entities such as the City; and,

WHEREAS, the City is able to purchase the security cameras, equipment and services and pursuant to a contract between TIPS and American Digital Security ("Cooperative Contract 2019-070"); and,

WHEREAS, Section 5.4 of the Procurement Policy requires that cooperative contracts that have an estimated annual spend of \$50,000.00 or more be approved by City Council before they are used; and,

WHEREAS, the City anticipates spending over \$50,000.00 annually through this on the purchase of security cameras, equipment, and services.

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 the City's use of the TIPS contract with American Digital Security, Contract #170203 (referred to as "Cooperative Agreement"), a copy of which is on file with the Procurement Division of the Finance Department and incorporated herein by reference, and authorizes the City Manager to execute an agreement by and between the City and American Digital Security, pursuant to the Cooperative Agreement, to purchase security cameras, equipment, and service, on an as-needed basis, listed in the Cooperative Agreement..

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

SECTION 3. 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. 19-213**

---

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:

\_\_\_\_\_  
Chief Counsel of Management and Operations  
*Daniel R. White*



# LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM

## CONTRACT DOCUMENT TIPS COOP

DATE: April 2019  
TO: Key-Purchasing Personnel  
FROM: Desiree Collins, Procurement Division  
RE: Piggyback Yearly Contract for Security Systems Products and Services  
**TIPS-The Interlocal Purchasing System and LS Bid #2019-070**

Vendor	American Digital Security 140 Westwoods Drive Liberty, MO 64068
Phone & Fax	PH: 816-415-4237 FAX: 816-415-4355
Contact Person	Name: Jen Smead email: <a href="mailto:jen@securitybyads.com">jen@securitybyads.com</a> Tabitha Logan email: <a href="mailto:tabitha@securitybyads.com">tabitha@securitybyads.com</a>
Ordering Instructions	<ul style="list-style-type: none"><li>• <b>Using Department to enter a Requisition in Lawson System for a Purchase Order to be issued.</b></li><li>• <b>Invoices will be paid against Lawson System Receiver and Lawson System Purchase Order</b></li></ul>
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Contract
Response Time	As required
Effective Dates	<b>April 26, 2018 through April 23, 2020</b>

cc: Accounts Payable (Include Wage Order, if applicable)  
Bid File- Original memo

M:\PROCUREMENT\Agreements-Contracts\Piggyback joint contracts\2019-070 ADS Security Products & Services\Contract Award Dept coversheet-ADS.doc





# LEE'S SUMMIT MISSOURI

## NOTICE OF PARTICIPATION-COOPERATIVE CONTRACT

April 12, 2019

American Digital Security  
Attn: Buddy Mason  
140 Westwood's Drive.  
Liberty, MO 64068

Re: City of Lee's Summit Participation in Cooperative/Contract for Security Systems Products and Services-LS #2019-070  
Originating Entity/Contract Number: TIPS-The Interposol Purchasing System  
TIPS Contract Number: 170203

Dear Mr. Mason:

You are hereby notified that the City of Lee's Summit, Missouri may be a participant in the above referenced Contract/Agreement. All terms, conditions and pricing of the Contract/Agreement will apply to purchases and/or utilization of said Contract/Agreement by the City of Lee's Summit, Missouri.

Your organization shall return the following document(s) within (7) seven days after receipt of this Notice of Participation via email to Mrs. Des Collins at [desiree.collins@cityofls.net](mailto:desiree.collins@cityofls.net):

- ◆ Sign and return Notice of Participation
- ◆ Certificate of Insurance (Naming City of LS as additionally insured for General Liability only)

This procedure does not imply an exclusive contract, nor does it preclude the city from bidding or purchasing items from other sources. The Contract pricing is effective April 26, 2018 to April 23, 2020.

**The Departments will contact you directly to place orders.** Please be advised that all orders or work regarding this Contract/Agreement will require a **Purchase Order** and all invoices provided to the City for payment must reference the Purchase Order number. For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to [ap@cityofls.net](mailto:ap@cityofls.net).

If you have any questions or problems during the contract year, do not hesitate to contact the Purchasing Division at 816-969-1082.

CITY OF LEE'S SUMMIT:

Authorized Signature

City Manager

Title

Date

ATTEST

Office of City Clerk

CONTRACTOR

WILLIAM C. MASON JR

Type or Print Name Legibly

Authorized Signature

VICKI PERSENT

Title

AMERICAN DIGITAL SECURITY

Name of Company

SIGN  
HERE

Approved as to Form:

Office of the City Attorney

*The mission of the Purchasing Division is to provide innovation, value and cost-effective solutions with integrity while preserving the public trust.*

Approved by Legal-11-27-13

M:\PROCUREMENT\Agreements-Contracts\Piggyback joint contracts



4845 US Hwy 271 North | Pittsburg, TX 75686  
www.tips-usa.com 866-839-8477 tips@tips-usa.com

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April 26, 2018

American Digital Security  
Buddy Mason  
140 Westwoods Dr.  
Liberty, mo 64068

RE: TIPS Contract – **Security Systems Products and Services**  
TIPS Contract Number – **170203**

**Renewal Letter**

Dear Buddy Mason,  
TIPS – The Interlocal Purchasing System, has reviewed the above listed Awarded Agreement for Annual Renewal. Your Agreement has been **RENEWED** until its final potential expiration date by the Region 8 Education Service Center Board of Directors, at the regularly scheduled board meeting, held on **04/26/2018**.

This renewal is effective **04/26/2018** to **04/23/2020**. If you have not reported sales through your TIPS Awarded Agreement, please make every effort to promote and encourage Sales under your TIPS Agreement during remainder of the contract term.

If you have any questions, please contact the TIPS office at 866-839-8477.  
If you object to this renewal, please contact TIPS immediately at Bids@tips-usa.com.

Sincerely,

**Meredith Barton**  
TIPS Vice-President of Operations  
The Interlocal Purchasing System



*"Purchasing Made Personal"*

**TIPS VENDOR AGREEMENT**  
**Between** **American Digital Security LLC** **and**  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**  
**For**  
**RFP 170203 Security Systems Products and Services**

**General Information**

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

**Definitions**

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.



# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

## Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

### **Pricing**

The Vendor Agreements to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.



## **Indemnity**

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

### **Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

### **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

### **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

## **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

## **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

## **Cancellation for non-performance or Agreement deficiency**

TIPS may terminate any Agreement if TIPS Members have not used the Agreement, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this Agreement due to failure by awarded vendor to carry out any obligation, term or condition of the Agreement. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the Agreement;
- Providing work and/or material that was not awarded under the Agreement;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the Agreement and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the Agreement; and/or
- Performing work or providing services under the Agreement prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in Agreement cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this Agreement shall become the property of the TIPS Member on demand.

## **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.

- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **Form of Agreement**

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

### **Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.



Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

### **Supplemental agreements**

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Services**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

**Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal.

Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

#### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

#### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

#### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

#### **Incorporation of Solicitation**

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.



## Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

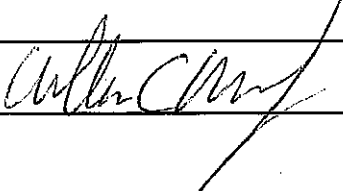
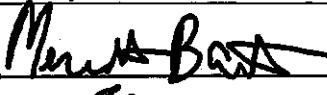

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

# TIPS Vendor Agreement Signature Form

RFP 170203 Security Systems Products and Services

Company Name American Digital Security LLC  
Address 140 Westwoods Dr  
City Liberty State Mo Zip 64068  
Phone 816.415.4237 Fax 816.415.4355  
Email of Authorized Representative Buddy@securitybyads.com  
Name of Authorized Representative William C. Mason Jr  
Title President  
Signature of Authorized Representative   
Date 2/2/2017  
TIPS Authorized Representative Name Meredith Barton  
Title TIPS Vice President of Operations  
TIPS Authorized Representative Signature   
Approved by ESC Region 8  Executive Director Region 8 ESC  
Date April 27, 2017

## Packet Information

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**File #:** BILL NO. 19-214, **Version:** 1

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An Ordinance approving Amendment No. 4 to the budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by amending the authorized expenditures for the City of Lee's Summit and revising the authorized amount of Full Time Equivalents for the City of Lee's Summit. (F&BC 9-9-19)

Issue/Request:

An Ordinance approving Amendment No. 4 to the budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by amending the authorized expenditures for the City of Lee's Summit and revising the authorized amount of Full Time Equivalents for the City of Lee's Summit.

Key Issues:

There are five different items that make up this budget amendment, including (1) Emergency Dispatch Center Performance Audit, (2) election cost for August 2019 no tax increase bond, (3) repair of stormwater infrastructure failures, (4) postclosure landfill expenditures, and (5) temporary Full Time Equivalents (FTE) increase in Water Utilities Department.

-Emergency Dispatch Center Performance Audit. Partial funding for this audit was budgeted in FY19 and it was anticipated that a budget amendment would be needed for the additional amount. Since the selection process was completed after the end of the fiscal year, a budget amendment is needed to appropriate funding to the FY20 Budget. The cost of the audit is \$53,500.

-Election Cost for August 2019 No Tax Increase Bond. When the FY20 Budget was developed and costs were estimated for the August 2019 No Tax Increase Bond election, it was not known if other jurisdictions would have items on the August 2019 ballot. When the election was held, there were not any other jurisdictions with items on the ballot, and, as a result, the City was responsible for the full cost to administer the election. The difference between the budgeted estimate and the actual cost is \$100,000.

-Repair of Stormwater Infrastructure Failures. City is experiencing a growing number of stormwater system failures due to system aging and deterioration, especially sinkholes developing as a result of advanced corrosion of corrugated metal pipe (CMP). From 2011 to 2017, the City repaired 9 sinkholes related to stormwater issues. By comparison, since January 2019, the City identified 7 sinkholes caused by failed stormwater infrastructure. The projects identified in this amendment will repair the identified sinkholes and other failures to restore system function and prevent further damage to property. Repairs for stormwater infrastructure failures have been identified at 12 locations with an estimated cost of \$635,675.

-Postclosure Landfill Expenditures. The City's landfill reached capacity and stopped accepting waste in April 2019, at which time the process of capping the landfill with soil began which is typically referred to as landfill closure. Following the completion of the closure phase, the City will enter the post-closure phase which involves monitoring and maintaining the gas and leachate collection systems, making any necessary repairs to



the landfill cover, regulatory reporting, and mowing and other grounds maintenance. These are not new expenses; they are currently budgeted in Fund 520-Solid Waste Management. This budget amendment authorizes expenses associated with post-closure activities to be paid out of the appropriate fund (Fund 260-Postclosure Trust Fund), as required by Missouri Department of Natural Resources (MDNR) regulations. The cash balance of Fund 260-Postclosure Trust Fund was \$5.73M as of June 30, 2019.

-Temporary FTE Increase in Water Utilities Department. The Customer Service Supervisor position in the Water Utilities Department is essential for the accurate and timely processing of water/ sewer bills. The Customer Service Supervisor incumbent has informed the Water Utilities Department that they will be retiring as of December 2, 2019. In order to provide training to the person who will fill the Customer Service Supervisor position, the Water Utilities Department is requesting to temporarily increase the total FTE count by one additional Customer Service Supervisor position for a period not to exceed two months. This will provide the best option for the continuity of service and help to maintain the Water Utilities Department's low error rate with water/ sewer billing. The temporary FTE increase will be funded from anticipated vacancy savings in the FY20 Budget.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of An Ordinance approving Amendment No. 4 to the budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by amending the authorized expenditures for the City of Lee's Summit and revising the authorized amount of Full Time Equivalents for the City of Lee's Summit.

SECOND MOTION: I move for adoption of An Ordinance approving Amendment No. 4 to the budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by amending the authorized expenditures for the City of Lee's Summit and revising the authorized amount of Full Time Equivalents for the City of Lee's Summit.

Background:

An RFP for the Emergency Dispatch Center Performance Audit was approved by City Council at the July 16, 2019 City Council meeting. The agenda item was 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."

Impact/Analysis:

Budget and FTE impact is outlined in the Ordinance and Exhibit A.

Other Information/Unique Characteristics:

If motion is passed by Finance and Budget Committee, then this ordinance will need to appear on the September 17, 2019, City Council Regular Session meeting agenda.

Chris Clubine, Management Analyst

Recommendation: Staff recommends approval of the ordinance.

Committee Recommendation: The Finance and Budget Committee voted unanimously 3-0 (Mayor Pro Tem Lopez "Absent") to recommend to City Council approval of An Ordinance approving Amendment No. 4 to the budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by amending the authorized expenditures for the City of Lee's Summit and revising the authorized amount of Full Time Equivalents for the City of Lee's Summit.

## **BILL NO. 19-214**

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AN ORDINANCE APPROVING AMENDMENT NO. 4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020, AS ADOPTED BY ORDINANCE NO. 8643 AND ORDINANCE NO. 8652, BY AMENDING THE AUTHORIZED EXPENDITURES FOR THE CITY OF LEE'S SUMMIT AND REVISING THE AUTHORIZED AMOUNT OF FULL TIME EQUIVALENTS FOR THE CITY OF LEE'S SUMMIT.

WHEREAS, Ordinance No. 8643 and Ordinance No. 8652, passed by the City Council on June 11, 2019, adopted the City's Budget for the Fiscal Year ending June 30, 2020; and,

WHEREAS, the annual budget planning process includes a period for reviewing and revising anticipated expenditures for the current fiscal year; and,

WHEREAS, it is necessary for the successful operation of the Administration Department to amend the budget for increased expenditures with the August No Tax Increase Bond Election Cost and unanticipated expenditures for the Emergency Dispatch Center Performance Audit; and,

WHEREAS, it is necessary for the successful operation of the Public Works-Operations Department to amend the budget for unanticipated expenditures associated with the repair of stormwater infrastructure failures; and,

WHEREAS, at the conclusion of the landfill closure process the City will enter the post-closure phase, and post-closure activities need to be funded from the Post-closure Trust Fund as required by the Missouri Department of Natural Resources; and,

WHEREAS, due to the retirement of the incumbent Water Utilities Customer Service Supervisor, it is necessary for the Water Utilities Department continuity of service to temporarily increase the authorized amount of Full Time Equivalents to allow for overlap and training of the person who will assume the Water Utilities Customer Service Supervisor position.

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

SECTION 1. The authorized expenditures for the Fiscal Year 2019-2020 of the City of Lee's Summit, Missouri, are amended in the manner shown as follows:



## BILL NO. 19-214

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Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Administration 1. Emergency Dispatch Center Performance Audit (\$53,500) 2. Election Cost - August No Tax Increase Bond (\$100,000)	\$153,500	\$3,886,836
F100 General Fund	Public Works-Operations 1. Repair Stormwater Infrastructure Failures (\$635,675)	\$635,675	\$5,433,790
F260 Postclosure Trust Fund		\$303,120	\$303,120

SECTION 2. The Fiscal Year 2019-2020 Water/Sewer Fund Full Time Equivalents as adopted by Ordinance No. 8643, is hereby amended as outlined in Exhibit A, attached and incorporated herein by reference.

SECTION 3. All other provisions of Ordinances No. 8643 and No. 8652 shall remain in full force and effect, subject to Amendment No. 1 (Ordinance No. 8653), Amendment No. 2 (Ordinance No. 8660), and Amendment No. 3 (Ordinance No. \_\_\_\_).

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.

SECTION 5. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

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

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

ATTEST:

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

**BILL NO. 19-214**

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management and Operations  
*Daniel R. White*

**Exhibit A**  
**Water**  
**FY20 Budget Summary**

Revenues								
Revenues	FY18 Actual	FY19 Budget	FY19 Projected	FY20 Budget*	Difference FY19 Budget		Difference FY19 Projected	
					\$	%	\$	%
Fines and forfeitures	306,754	277,271	315,902	287,450	10,179	4%	(28,452)	(9%)
Licenses and permits	0	0	0	0	0	0%	0	0%
Intergovernmental	2,449,608	0	0	0	0	0%	0	0%
Charges for services	37,602,668	37,686,896	38,179,735	39,060,987	1,374,091	4%	881,252	2%
Material and fuel sales	199,602	215,749	186,893	225,040	9,291	4%	38,147	20%
Investment earnings	83,020	75,000	235,758	107,000	32,000	43%	(128,758)	(55%)
Other	197,696	53,897	300,474	49,900	(3,997)	(7%)	(250,575)	(83%)
Transfers in	442,067	655,025	655,025	653,147	(1,878)	(0%)	(1,878)	(0%)
Department Totals	41,281,415	38,963,838	39,873,787	40,383,524	1,419,686	4%	509,736	1%

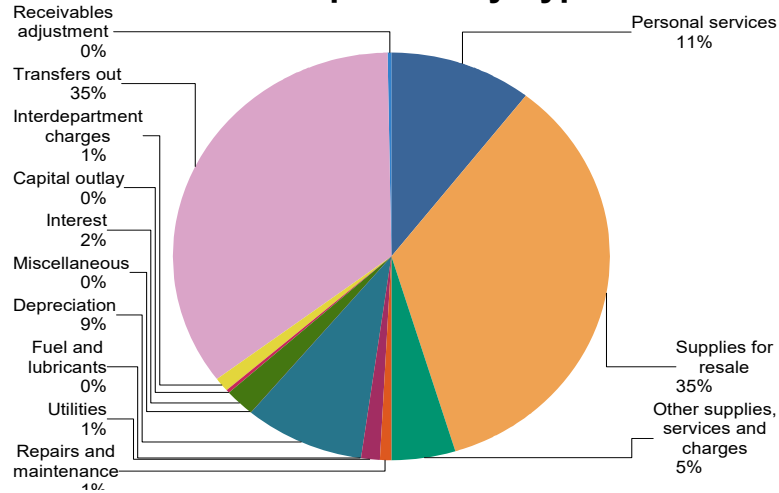
Expenses by Program and Services								
Programs and Services	FY18 Actual	FY19 Budget	FY19 Projected	FY20 Budget*	Difference FY19 Budget		Difference FY19 Projected	
					\$	%	\$	%
Operations	5,592,074	5,613,363	5,438,101	6,119,718	506,355	9%	681,617	13%
Customer Service	33,271,638	37,578,119	37,133,519	43,960,618	6,382,499	17%	6,827,099	18%
Department Totals	38,863,712	43,191,482	42,571,620	50,080,335	6,888,854	16%	7,508,716	18%

Expenses by Type								
Expense Category	FY18 Actual	FY19 Budget	FY19 Projected	FY20 Budget*	Difference FY19 Budget		Difference FY19 Projected	
					\$	%	\$	%
Personal services	3,830,102	4,545,459	4,187,143	5,282,007	736,548	16%	1,094,864	26%
Supplies for resale	16,496,886	16,903,904	16,905,377	17,363,746	459,842	3%	458,369	3%
Other supplies, services and charges	2,798,864	2,628,139	2,657,657	2,385,495	(242,644)	(9%)	(272,162)	(10%)
Repairs and maintenance	507,288	439,504	454,432	490,274	50,770	12%	35,842	8%
Utilities	628,889	592,959	598,419	630,603	37,644	6%	32,184	5%
Fuel and lubricants	64,385	66,977	82,795	62,095	(4,882)	(7%)	(20,700)	(25%)
Depreciation	4,073,931	4,490,000	4,101,276	4,436,060	(53,940)	(1%)	334,784	8%
Miscellaneous	10,133	12,400	12,410	12,400	0	0%	(10)	(0%)
Interest	65,245	1,027,000	1,026,280	1,021,680	(5,320)	(1%)	(4,600)	(0%)
Capital outlay	0	0	0	108,372	108,372	0%	108,372	0%
Construction	(18,107)	0	0	0	0	0%	0	0%
Interdepartment charges	683,734	684,489	684,489	644,890	(39,599)	(6%)	(39,599)	(6%)
Transfers out	9,629,407	11,688,629	11,759,529	17,526,629	5,838,000	50%	5,767,100	49%
Receivables adjustment	92,955	112,022	101,813	116,084	4,062	4%	14,271	14%
Department Totals	38,863,712	43,191,482	42,571,620	50,080,335	6,888,854	16%	7,508,716	18%

\*FY20 Budget includes expenditure changes resulting from FY20 Budget Amendment 2.



## FY20 Expenses By Type



## Net Income

FY18 Actual	FY19 Budget	FY19 Projected	FY20 Budget*	Difference FY19 Budget		Difference FY19 Projected	
				\$	%	\$	%
2,417,703	(4,227,644)	(2,697,832)	(9,696,812)	(5,469,168)	0%	(6,998,979)	0%

\*FY20 Budget includes expenditure changes resulting from FY20 Budget Amendment 2.

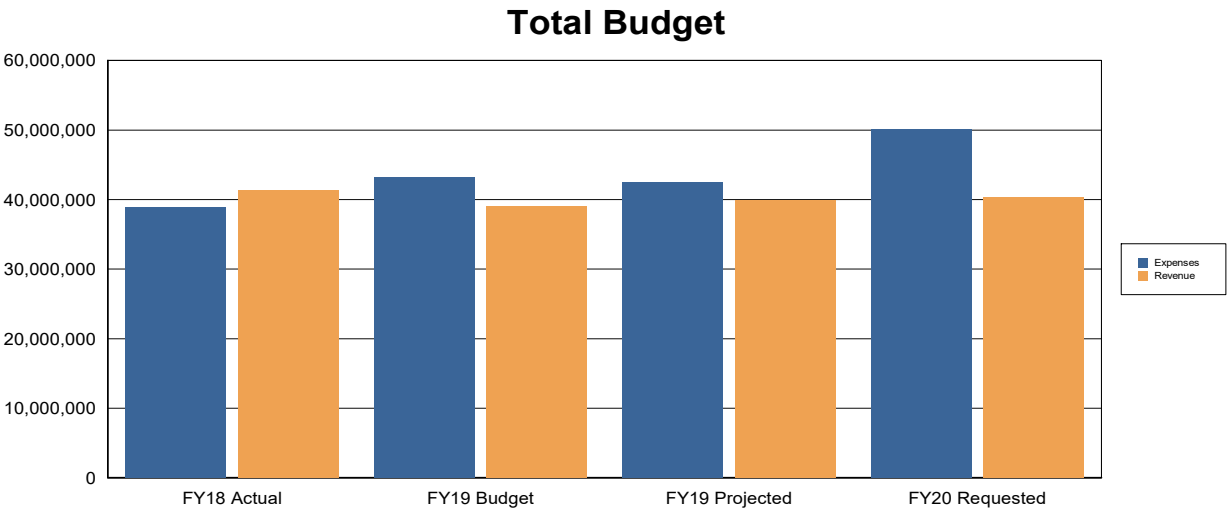
## Full Time Equivalents (FTE)

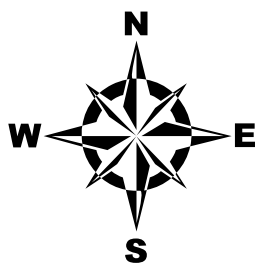
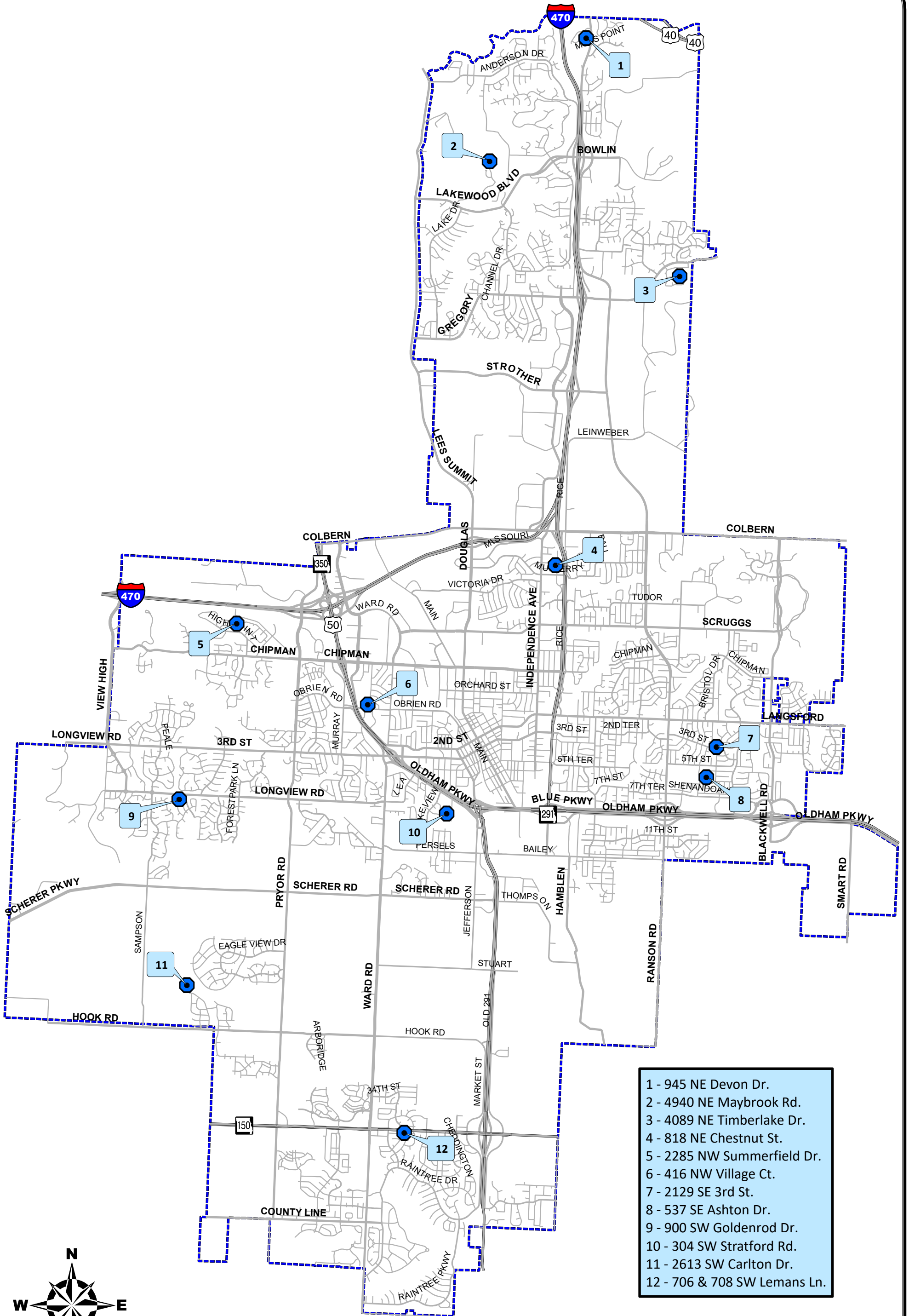
Job Titles	FY18 Budget	FY19 Budget	FY20 Budget#	Difference FY19	Amended Changes	New Totals
Account Services Manager	1.00	1.00	1.00	0.00		1.00
Administrative Assistant	0.00	0.00	2.00	2.00		2.00
Administrative Secretary	1.00	1.00	0.00	-1.00		0.00
Administrative Supervisor	1.00	1.00	1.00	0.00		1.00
Assistant Utility Manager	0.00	0.00	1.00	1.00		1.00
Asst. Dir. of Business Services	1.00	1.00	1.00	0.00		1.00
Asst. Dir. of Engineering Svcs	1.00	1.00	1.00	0.00		1.00
Asst. Director of Operations	1.00	1.00	1.00	0.00		1.00
Community Relations Specialist	1.00	1.00	1.00	0.00		1.00
Control System Supervisor	1.00	1.00	1.00	0.00		1.00
Customer Service Rep.	3.00	3.00	3.00	0.00		3.00
Customer Service Supervisor	1.00	1.00	1.00	0.00	+1.00^	2.00
Director of Water Utilities	1.00	1.00	1.00	0.00		1.00
Equipment Operator Sewer	7.00	7.00	0.00	-7.00		0.00
Equipment Operator Water	5.00	4.00	0.00	-4.00		0.00
Equipment Technician	2.00	2.00	2.00	0.00		2.00
Facilities Maintenance Worker I	1.00	1.00	0.00	-1.00		0.00
Facilities Manager	1.00	1.00	0.00	-1.00		0.00
Facilities Technician	0.00	0.00	1.00	1.00		1.00
Instrumentation & Controls Tec	2.00	2.00	2.00	0.00		2.00
Inventory Maintenance Technician	0.00	0.00	1.00	1.00		1.00
Maintenance Worker	7.00	6.00	0.00	-6.00		0.00
Meter Specialist	1.00	1.00	1.00	0.00		1.00

Meter Technician	8.00	8.00	8.00	0.00	8.00
Metered Services Supervisor	1.00	1.00	1.00	0.00	1.00
Office Coordinator	0.00	0.00	1.00	1.00	1.00
Operations & Maintenance Manager	0.00	0.00	1.00	1.00	1.00
Operations Technician	2.00	2.00	2.00	0.00	2.00
Seasonal Laborer	0.50	0.46	0.92	0.46	0.92
Secretary	2.00	2.00	0.00	-2.00	0.00
Senior Staff Engineer	0.00	0.00	2.00	2.00	2.00
Utility Engineer	1.00	1.00	0.00	-1.00	0.00
Utility Management Analyst	1.00	1.00	1.00	0.00	1.00
Utility Specialist I	0.00	0.00	15.00	15.00	15.00
Utility System Manager	2.00	2.00	1.00	-1.00	1.00
Utility System Supervisor	3.00	3.00	3.00	0.00	3.00
Utility Technician	1.00	1.00	1.00	0.00	1.00
Utility Worker	0.00	0.00	2.00	2.00	2.00
Utilitiy Worker Trainee	1.00	3.00	5.00	2.00	5.00
Water Utilities Analyst	1.00	1.00	1.00	0.00	1.00
Department Totals	62.50	62.46	66.92	4.46	67.92

^Additional Customer Service Supervisor will be needed on a temporary basis not to exceed two (2) months.

#FY20 Budget includes position changes resulting from FY20 Budget Amendment 2 (Senior Staff Engineer and Inventory Maintenance Technician)





Stormwater  
Repair  
Projects





**WIEDENMANN, INC.**

**WBE Certified Missouri and Kansas**

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950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - [general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

August 26, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Jerry Johnson

RE: Site #2 - W/O 94126 – 945 NE Devon Dr.

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 645 Devon Dr. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

<b>Labor</b>	<b>\$</b>	<b>26,639.00</b>
<b>Materials</b>	<b>\$</b>	<b>21,850.00</b>
<b>Subcontractors</b>	<b>\$</b>	<b>22,019.00</b>
<b>Equipment</b>	<b>\$</b>	<b>8,570.00</b>
<b>Total</b>	<b>\$</b>	<b>79,078.00</b>

**INCLUDED:**

1 Preconstruction Survey  
400' 30" HDPE  
Sod

We anticipate 8 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,  
Wiedenmann Inc.  
Daniel Forbes, EIT



**WIEDENMANN, INC.**

**WBE Certified Missouri and Kansas**

---

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - [general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

June 5, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Jerry Johnson

RE: Site #2 - 4940 NE Maybrook Rd

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 4940 NE Maybrook Rd. Our pricing is based on notes to emailed to us on 5-29-19 and our site visit on 6-3-19. This price includes all labor, materials, and machines.

The total budget for this work is:

**\$14,537.00**

**Fourteen Thousand Five Hundred Thirty-Seven Dollars and No Cents**

**INCLUDED:**

20lf of 36" Aluminized CMP  
2 36" End Sections w/concrete toe walls  
15tn of Rip Rap  
10cy of Clay Fill  
Erosion Mat  
Commercial Seed and Straw Restoration

We anticipate 2 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely  
Wiedenmann Inc.  
Daniel Forbes, EIT



**WIEDENMANN, INC.**

**WBE Certified Missouri and Kansas**

---

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - [general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

June 5, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Jerry Johnson

RE: Site #4 – 4089 NE Timberlake Dr

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failures at 4089 NE Timberlake Dr. Our pricing is based on notes to emailed to us on 5-29-19 and our site visit on 6-3-19. This price includes all labor, materials, and machines.

The total budget for this work is:

**\$9,351.00**

**Nine Thousand Three Hundred Fifty-One Dollars and No Cents**

**INCLUDED:**

10lf of 24" HDPE Point Repair  
2 24" Couplings  
Sod with no maintenance

We anticipate 1.5 crew days at this location and will access this site from the South drainage easement.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely  
Wiedenmann Inc.  
Daniel Forbes, EIT





**WIEDENMANN, INC.**

**WBE Certified Missouri and Kansas**

---

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June 5, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Jerry Johnson

RE: Site #3 - 818 NE Chestnut St

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 818 NE Chestnut St. Our pricing is based on notes to emailed to us on 5-29-19 and our site visit on 6-3-19. This price includes all labor, materials, and machines.

The total budget for this work is:

**\$23,481.00**

**Twenty-Three Thousand Four Hundred and Eighty-One Dollars and No Cents**

**INCLUDED:**

Remove and Reinstall 100lf of Chain Link Fence  
100lf of 24" HDPE  
2 Connections to Existing Storm Structures  
1 Pole Brace  
Commercial Seed and Straw Restoration

We anticipate 3 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely  
Wiedenmann Inc.  
Daniel Forbes, EIT



# WIEDENMANN, INC.

WBE Certified Missouri and Kansas

---

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August 26, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Jerry Johnson

RE: Site #1 - W/O 94456 – 2285 NW Summerfield Dr

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 2285 NW Summerfield Dr. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

<b>Labor</b>	<b>\$</b>	<b>14,939.00</b>
<b>Materials</b>	<b>\$</b>	<b>8,585.00</b>
<b>Subcontractors</b>	<b>\$</b>	<b>5,346.00</b>
<b>Equipment</b>	<b>\$</b>	<b>4,940.00</b>
<b>Total</b>	<b>\$</b>	<b>33,810.00</b>

**INCLUDED:**

2 Preconstruction Surveys  
160' of 24" HDPE  
Fence Removal and Replacement

We anticipate 5 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,  
Wiedenmann Inc.  
Daniel Forbes, EIT



**WIEDENMANN, INC.**

**WBE Certified Missouri and Kansas**

---

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August 26, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Jerry Johnson

RE: Site #6 - W/O 94733 – 416 NW Village Ct.

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 416 NW Village Ct. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

<b>Labor</b>	<b>\$</b>	<b>29,139.00</b>
<b>Materials</b>	<b>\$</b>	<b>27,779.00</b>
<b>Subcontractors</b>	<b>\$</b>	<b>9,672.00</b>
<b>Equipment</b>	<b>\$</b>	<b>9,860.00</b>
<b>Total</b>	<b>\$</b>	<b>76,450.00</b>

**INCLUDED:**

136' 48" RCP  
(2) 6x6 Junction Boxes  
Pole Brace  
Fence R&R  
Sod

We anticipate 8 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,  
Wiedenmann Inc.  
Daniel Forbes, EIT





# WIEDENMANN, INC.

WBE Certified Missouri and Kansas

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August 26, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Jerry Johnson

RE: Site #5 - W/O 94045 – 2129 SE 3<sup>rd</sup> St

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 2129 SE 3<sup>rd</sup> St. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

<b>Labor</b>	<b>\$</b>	<b>28,839.00</b>
<b>Materials</b>	<b>\$</b>	<b>8,260.00</b>
<b>Subcontractors</b>	<b>\$</b>	<b>10,235.00</b>
<b>Equipment</b>	<b>\$</b>	<b>5,237.00</b>
<b>Total</b>	<b>\$</b>	<b>52,571.00</b>

**INCLUDED:**

384' of Concrete Invert Lining  
Sod

We anticipate 8 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,  
Wiedenmann Inc.  
Daniel Forbes, EIT



**WIEDENMANN, INC.**

**WBE Certified Missouri and Kansas**

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950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - [general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

July 23, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Karen Quackenbush

**RE: 537 SE Ashton Dr Storm Sewer Failure**

Dear Karen,

Pursuant to your request, we hereby submit the following budget prices to repair the storm sewer failure at 537 SE Ashton Dr. Our pricing is based on our 7-10-19 site visit. This price includes all labor, materials, and machines.

The total budget for this work is:

Labor	\$	33,435.00
Equipment	\$	6,387.00
Material	\$	53,062.00
Subcontract	\$	7,147.00
Insurance	\$	1,897.00
Total	\$	101,928.00

**INCLUDED:**

Slip Line 54" CMP with 42" HP Sanitite  
Grout 42" PVC  
Rip Rap  
Sod

We anticipate 10 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,  
Wiedenmann Inc.  
Daniel Forbes, EIT



**WIEDENMANN, INC.**

**WBE Certified Missouri and Kansas**

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August 26, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Jerry Johnson

RE: Site #4 - W/O 93579 – 900 SW Goldenrod Dr.

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 900 SW Goldenrod Dr. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

<b>Labor</b>	<b>\$</b>	<b>14,939.00</b>
<b>Materials</b>	<b>\$</b>	<b>5,431.00</b>
<b>Subcontractors</b>	<b>\$</b>	<b>5,650.00</b>
<b>Equipment</b>	<b>\$</b>	<b>5,960.00</b>
<b>Total</b>	<b>\$</b>	<b>31,980.00</b>

**INCLUDED:**

153' of Concrete Invert Lining  
Sod

We anticipate 5 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,  
Wiedenmann Inc.  
Daniel Forbes, EIT





**WIEDENMANN, INC.**

**WBE Certified Missouri and Kansas**

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August 26, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Jerry Johnson

RE: Site #7 - 304 SW Stratford Rd

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 304 SW Stratford Rd. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

<b>Labor</b>	<b>\$</b>	<b>27,737.00</b>
<b>Materials</b>	<b>\$</b>	<b>42,083.00</b>
<b>Subcontractors</b>	<b>\$</b>	<b>19,528.00</b>
<b>Equipment</b>	<b>\$</b>	<b>10,082.00</b>
<b>Total</b>	<b>\$</b>	<b>99,430.00</b>

**INCLUDED:**

110' 36" HDPE  
310' 42" HDPE  
Ab3 Backfill in ROW  
Flushfill Pavement Repair  
Sod

We anticipate 8 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,  
Wiedenmann Inc.  
Daniel Forbes, EIT



# WIEDENMANN, INC.

WBE Certified Missouri and Kansas

---

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - [general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

August 26, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Jerry Johnson

RE: Site #3 - W/O 95582 – 2613 SW Carlton Dr

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 2613 SW Carlton Dr. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

<b>Labor</b>	<b>\$</b>	<b>11,639.00</b>
<b>Materials</b>	<b>\$</b>	<b>3,080.00</b>
<b>Subcontractors</b>	<b>\$</b>	<b>4,075.00</b>
<b>Equipment</b>	<b>\$</b>	<b>3,580.00</b>
<b>Total</b>	<b>\$</b>	<b>22,374.00</b>

**INCLUDED:**

2 Preconstruction Surveys  
50' of 24" HDPE  
Sod

We anticipate 4 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,  
Wiedenmann Inc.  
Daniel Forbes, EIT



**WIEDENMANN, INC.**

**WBE Certified Missouri and Kansas**

---

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - [general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

June 5, 2019

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063  
Attn: Jerry Johnson

RE: Site #1 - 706 & 708 SW Lemans Ln

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure 706 & 708 SW Lemans Ln. Our pricing is based on notes to emailed to us on 5-29-19 and our site visit on 6-3-19. This price includes all labor, materials, and machines.

The total budget for this work is:

**\$90,685.00**

**Ninety Thousand Six Hundred Eighty Five Dollars and No Cents**

**INCLUDED:**

120lf of 83x57 Aluminized CMP (From Ex Box to Lemans Ln)  
1 9'x12' Junction Box  
2 Preconstruction Surveys  
Commercial Seed and Straw Restoration  
Connection to Existing Storm Box  
Connection to Existing 83x57 CMP

We anticipate 7 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely  
Wiedenmann Inc.  
Daniel Forbes, EIT



## Packet Information

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**File #:** BILL NO. 19-215, **Version:** 1

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An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater. (F&BC 9-9-19)

Issue/Request:

An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater.

Key Issues:

[Enter text here]

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater.

SECOND MOTION: I move for adoption of an Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater.

Background:

The Lee's Summit R-7 School District ("District")/Great Beginnings Early Childhood Center and the City, through Lee's Summit Parks and Recreation ("LSPR"), periodically partner to sponsor and host cultural arts programs and events at the Legacy Park Amphitheater for patrons and citizens of Lee's Summit and students of Lee's Summit R-7. These partnerships allow for the sharing of resources and facilities to maximize opportunities and represent a cost effective and efficient use of public funds.

This year, the District and LSPR selected Jim Cosgrove, A/K/A Mr. Stinky Feet, as the event performer. Mr. Cosgrove is a musician and motivational speaker whose programs are geared towards young children, delivering motivational messages and engaging youth in music and play.

LSPR and the District have agreed to host a performance of Mr. Stinky Feet at Legacy Park Amphitheater on September 20, 2019. The event will be free of charge to anyone who wishes to attend. The District will be responsible for covering the costs associated with the performer and related stage needs. It will also provide staff support. LSPR will provide the venue, staff support, and will be responsible for operating concessions,

with any proceeds being retained by LSPR. The specific terms and conditions associated with the partnership have been reduced to writing in the agreement attached to this packet.

There will be no budgetary or fiscal impact to the City of Lee's Summit General Fund for this event.

This intergovernmental agreement is being brought to the City Council for approval pursuant to Section 4.4(d) of the Charter of the City of Lee's Summit, Missouri, which requires that all agreements and contracts between the City and other governmental entities be executed by the Mayor.

Jackie McCormick Heanue, Superintendent of Legal Services and Human Resources - Lee's Summit Parks and Recreation

Recommendation: Staff recommends approval of an Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater.

Committee Recommendation: The Finance and Budget Committee voted unanimously 3-0 (Mayor Pro Temp Lopez "Absent") to recommend to City Council approval of an Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater.

## **BILL NO. 19-215**

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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, BY AND THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT FOR THE JOINT PRESENTATION OF JIM COSGROVE A/K/A MR. STINKY FEET AT LEGACY PARK AMPHITHEATER.

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

WHEREAS, the Lee's Summit Parks and Recreation Board (hereinafter "the Board") is empowered with the control of the supervision, improvement, care and custody of parks and recreation activities in the City of Lee's Summit, Missouri; and,

WHEREAS, the Board regularly enters into partnerships with other entities to provide or enhance programming, including cultural arts programming for the community; and,

WHEREAS, the Lee's Summit R-7 School District (hereinafter "District") is a political subdivision of the State of Missouri; and,

WHEREAS, one of the District facilities, the Great Beginnings Early Childhood Center, is immediately adjacent to the Legacy Park Amphitheater, a Lee's Summit Parks and Recreation facility; and,

WHEREAS, the Board and District have determined there is mutual benefit in partnering for the provision of certain cultural arts programs and activities for patrons and citizens of Lee's Summit and students and families of Great Beginnings and the District, and sharing the expense of resources and facilities to maximize opportunities, representing a cost effective and efficient use of public funds; and,

WHEREAS, the Board has determined that it is in the best interest of the parks and recreation activities in the City to enter into an Agreement with the District to jointly host an event entitled "Jim Cosgrove A/K/A Mr. Stinky Feet" to be held on September 20, 2019; and,

WHEREAS, the Board and District wish to enter into a written agreement which contemplates the terms and conditions associated with the event, substantially in the form attached hereto as "Exhibit A; and,

WHEREAS, Section 4.4(d) of the Charter of the City of Lee's Summit, Missouri requires that all agreements and contracts between the City and other governmental entities be executed by the Mayor.

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

SECTION 1. The intergovernmental agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at the Legacy Park Amphitheater, in substantially the form attached hereto as Exhibit A and incorporated herein



## **BILL NO. 19-215**

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by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

PASSED by the City Council of 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:

\_\_\_\_\_  
Chief Counsel of Management & Operations  
*Daniel R. White*



**MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL AGREEMENT REGARDING THE  
PRESENTATION OF JIM COSGROVE A/K/A MR. STINKY FEET – A JOINT ENDEAVOR BY AND BETWEEN LEE'S  
SUMMIT PARKS AND RECREATION AND LEE'S SUMMIT R-7 SCHOOL DISTRICT**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter "MOU") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board (hereinafter "LSPR") and the Lee's Summit R-7 School District (hereinafter "District.") WITNESSETH:

**WHEREAS**, LSPR regularly hosts a variety of cultural arts programs for the enjoyment of patrons at its' facilities; and,

**WHEREAS**, District owns and operates the Great Beginnings Early Education Center (hereinafter "Great Beginnings,") immediately adjacent to one of LSPR's facilities, the Legacy Park Amphitheater (hereinafter "the Amphitheater;") and,

**WHEREAS**, LSPR and District have determined there is mutual benefit in partnering for the provision of certain cultural arts programs and activities for patrons and citizens of Lee's Summit and students and families of Great Beginnings and District, sharing the expense of resources and facilities to maximize opportunities, representing a cost effective and efficient use of public funds; and,

**WHEREAS**, LSPR and District have negotiated the terms and conditions associated with the cooperation as referenced herein, have reduced the same to writing in this MOU, and desire to enter into this MOU for purpose of formally memorializing the same.

**NOW, THEREFORE**, LSPR and District agree as follows:

**SECTION ONE – RIGHTS AND RESPONSIBILITIES OF LSPR**

**1.01 Provision of Amphitheater Facility.** LSPR agrees, at no cost to District, to make available for use that portion of the Legacy Park Amphitheater which LSPR deems appropriate, for the express purpose of the performance of Jim "Mr. Stinky Feet" Cosgrove's family concert performance, to take place on Friday, September 20, 2019 at 6:30pm (hereinafter "the Event,") as more fully detailed in the Event Confirmation by and between Hiccup Productions, Inc. and District, a copy of which is attached hereto as "Exhibit A." This shall include set up and tear down of necessary furnishings for the event.

**1.02 Provision of Staff Support.** LSPR agrees, at no cost to District, to provide Staff support including an Event Lead, concessions staff, parking attendants, gate attendants, and operations staff as deemed necessary by LSPR for the efficient operations of the Event. LSPR will assist District staff as provided in Section 2.02, herein, with necessary training and orientation to assist with event activities as contemplated herein.

**1.03 Concessions Operations.** LSPR retains the right to provide concessions available for sale at the Event, and shall retain all revenues generated from said concessions sales.

**1.04 Marketing.** LSPR shall be entitled to create and distribute its' own marketing materials for the Event, at its' sole cost, which will be posted and/or disseminated as deemed appropriate in the sole discretion of LSPR.



## SECTION TWO – RIGHTS AND RESPONSIBILITIES OF DISTRICT

**2.01 Provision of Performer/Entertainer and Related Costs.** District agrees, at no cost to LSPR, to provide for and fully compensate the service provider for the Event, consistent with the terms and conditions outlined in the Event Confirmation attached hereto as "Exhibit A." Additionally, District agrees to cover the costs of any sound/lighting which may be required for the performance, utilizing the service provider(s) on contract through and authorized by LSPR for the same.

**2.02 Provision of Staff Support.** District agrees, at no cost to LSPR, to provide Staff support, including an Emcee/Host for the Event, a Liaison for the performer, and a minimum of four (4) additional staff members to assist with facility preparation/set up, parking, gate, and cleanup responsibilities associated with the Event.

**2.03 Marketing.** District shall be entitled to create and distribute its' own marketing materials for the Event, at its' sole cost, which will be posted and/or disseminated as deemed appropriate in the sole discretion of District.

## SECTION THREE – GENERAL PROVISIONS

**3.01 Event Lead; Determination of Unsafe Conditions; Cancellation.** The LSPR Event Lead shall be designated as the primary responsible party for all aspects of the Event, including determination of unsafe conditions and cancellation. In making determinations regarding the Event, the Event Lead shall coordinate with the District's designated representative and shall take into consideration District's interests and concerns.

**3.02 Insurance.** LSPR and District each agree to maintain commercial general liability in the minimum amounts of \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate through the conclusion of the scheduled Event. Further, District agrees to ensure the performer or service provider which it retains for each of the events listed on Exhibit A maintain the same level of insurance coverage, and provide to LSPR a Certificate of Insurance naming the City of Lee's Summit as additional insured with respect to the scheduled event. To the extent permitted by applicable law, LSPR and District agree to indemnify, defend, and hold harmless the other party, its officers, employees, appointed or elected officials, agents, attorneys and representatives against any and all claims, demands, suits, costs, judgments or other forms of liability, actual or claimed, including reasonable attorneys' fees, for injury or damage to persons or loss or damage to property occurring or allegedly occurring in connection with any action, inaction, or conduct committed by the indemnifying party in connection with the Event.

**3.03 Non-Discrimination Provisions.** LSPR and District agree not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, veteran status or any other status protected by applicable law.

**3.04 Compliance with Applicable Law.** LSPR and District shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in connection with the Event.

**3.05 Rules and Regulations.** District understands and agrees that all rules, regulations and laws applicable to Legacy Park Amphitheater shall apply to the events which are the subject of this MOU. District's willful, deliberate or negligent failure to adhere to the rules, regulations, and laws applicable to Legacy Park Amphitheater is a material breach/default of this MOU.





**3.06 Damage to Park Property.** District hereby agrees to pay the reasonable cost of replacement or repair as may be deemed necessary, in the reasonable judgment of LSPR, for any damage caused to park property through the negligence of the District's personnel at the Event. **LSPR agrees to notify District in writing within five (5) business days of the Event if LSPR believes damage occurred for which District is responsible under this section.** Upon such notification, District shall have the opportunity to examine the alleged damage. The parties further agree to confer about the damage to allow the District to respond to LSPR's judgment that District is responsible before assuming reasonable costs for replacement or repair.

**3.07 No Fees.** District and LSPR agree that no fees shall be charged for the Event or parking. This provision shall not apply to the sales of concessions as outlined in Section 1.03, above, or to any merchandise sales which may be undertaken by the performer.

**3.08 Interest of Local Public Office/Political Activity.** No member of the City Council of the City, the Lee's Summit Parks and Recreation Board, or any officer, employee or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this MOU pertains, shall have any personal interest, direct or indirect, in this MOU or the proceeds thereof except as permitted by the laws of the State of Missouri. For purposes of this MOU, District shall refrain from direct participation or funding of any political activity that contradicts the purpose of this MOU, which is the mutual hosting of the Event. Should District participate in political activity, LSPR will determine, using a reasonableness standard, whether such participation is a violation of this section.

**3.09 Cancellation, Termination or Suspension of MOU.** This MOU may be terminated at any time by written, mutual agreement of the parties, provided all applicable laws and regulations are complied with. LSPR shall have the right at its' option to terminate this Agreement and be free of the obligations hereunder in the event that District is in default or violation of the terms, conditions, assurances or certifications of this Agreement. Non-appropriation of funds by LSPR shall not be considered a violation or default of this Agreement.

**3.10 Notice.** Any notice required by this MOU is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereafter specified:

If to LSPR:

Administrator of Parks and Recreation  
220 SE Green Street  
Lee's Summit, Missouri 64063

If to District:

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

**3.11 Amendments.** In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR and District mutually agree, changes to this MOU may be effected by placing them in written form and incorporating them into this MOU as an Amendment.

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



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

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

**3.15 Governing Law.** This MOU shall be deemed to have been made within the County of Jackson, State of Missouri, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Missouri and before the courts of Missouri in the County of Jackson.

**3.15 No Agency.** Except to the extent as expressly provided herein, nothing in this MOU shall create an agency, partnership, or joint venture between LSPR and District.

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

**3.18 Execution.** This MOU may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this MOU via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this MOU. Execution by one or both of the parties after the date of the Event shall not render this MOU invalid.

IN WITNESS WHEREOF, LSPR and District have executed this Memorandum of Understanding as of the date and year first written above.

CITY OF LEE'S SUMMIT, MISSOURI  
LEE'S SUMMIT PARKS AND RECREATION BOARD

LEE'S SUMMIT R-7 SCHOOL DISTRICT

\_\_\_\_\_  
Joseph D. Snook  
Administrator of Parks and Recreation

\_\_\_\_\_  
Dr. Emily Miller  
Interim Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jackie McCormick Heanue  
Superintendent of Legal Services & Human Resources

APPROVED BY THE GOVERNING BODY OF THE  
CITY OF LEE'S SUMMIT, MISSOURI

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

## Packet Information

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**File #:** BILL NO. 19-194, **Version:** 1

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An Ordinance approving a preliminary development plan for four sites located at 1971 SE Hamblen Road, 701 NW Main Street, 1751 NE Tudor Road and 1399 SW Ward Road for proposed ground-mounted solar arrays, in accordance with the provisions of Chapter 33, Unified Development Ordinance, of the Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

(Note: First reading by Council on September 3, 2019.)

Proposed City Council Motion:

I move for adoption of an Ordinance approving a preliminary development plan for four sites located at 1971 SE Hamblen Road, 701 NW Main Street, 1751 NE Tudor Road and 1399 SW Ward Road for proposed ground-mounted solar arrays, in accordance with the provisions of Chapter 33, Unified Development Ordinance, of the Lee's Summit Code of Ordinances, for the City of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director of Plan Services

Dawn Bell, Project Manager



## **BILL NO. 19-194**

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AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR FOUR SITES LOCATED AT 1971 SE HAMBLÉN ROAD, 701 NW MAIN STREET, 1751 NE TUDOR ROAD AND 1399 SW WARD ROAD FOR PROPOSED GROUND-MOUNTED SOLAR ARRAYS, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 33, UNIFIED DEVELOPMENT ORDINANCE, OF THE LEE'S SUMMIT CODE OF ORDINANCES, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2019-247 submitted by the City of Lee's Summit, requesting approval of a preliminary development plan in District PI (Planned Industrial) on land located at 1971 SE Hamblen Road and 1399 SW Ward Road; and in District AG (Agricultural) on land located at 701 NW Main Street and 1751 NE Tudor Road was referred to the Planning Commission to hold a public hearing; and

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the preliminary development plan on August 22, 2019, and rendered a report to the City Council recommending that the preliminary development plan be approved; and

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on September 3, 2019, and rendered a decision to approve the preliminary development plan for said property.

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

SECTION 1. That a preliminary development plan is hereby approved on the following described property:

1971 SE Hamblen Rd

SEC-16 TWP-47 RNG-31---THE SOUTH 1/2 OF THE SOUTHWEST 1/4 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, LEE'S SUMMIT TRANSFER STATION (A LEE'S SUMMIT SUBDIVISION), THEN ALONG A CURVE TO THE LEFT AND ALONG THE EAST ROW LINE OF SE HAMBLÉN RD A DISTANCE OF 676.44 FEET MORE OR LESS, THEN NORTHWESTERLY 124.96 FEET MORE OR LESS, THEN NORTHWESTERLY 96.5 FEET MORE OR LESS, THEN EASTERLY 2592.43 FEET MORE OR LESS, THEN SOUTHERLY 1,319.84 FEET MORE OR LESS, THEN WESTERLY 320 FEET MORE OR LESS, THEN NORTHERLY 290.04 FEET MORE OR LESS, THEN WESTERLY 300 FEET MORE OR LESS, THEN SOUTHERLY 290.40 FEET MORE OR LESS, THEN WESTERLY TO THE PLAT CORNER OF LOT 1, LEE'S SUMMIT TRANSFER STATION, THEN NORTH 84 DEG 52 MIN 11 SEC WEST 647.18 FEET, THEN NORTH 7 DEG 53 MIN 17 SEC EAST 510.83 FEET, THEN NORTH 89 DEG 02 MIN 58 SEC EAST 69.69 FEET, THEN NORTH 0 DEG 56 MIN 05 SEC 305 FEET TO THE NORTHEAST CORNER OF LOT 1, ANIMAL CONTROL FACILITY LOT 1 (A LEE'S SUMMIT SUBDIVISION), THEN NORTH 89 DEG 02 MIN 58 SEC WEST 774.77 FEET, THEN SOUTH 14

## **BILL NO. 19-194**

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*DEG 0 MIN 58 SEC EAST 104.76 FEET, THEN 23 DEG 46 MIN 11 SEC EAST 156.21 FEET, THEN SOUTH 55 DEG 36 MIN 37 SEC EAST 112.33 FEET, THEN NORTH 89 DEG 02 MIN 58 SEC WEST 145.39 FEET TO THE POINT OF BEGINNING;*

*AND*

*701 NW Main St*

*SEC-31 TWP-48 RNG-31, THE PART OF THE SOUTHEAST 1/4 DESCRIBED AS FOLLOWS:*

*BEGINNING AT THE NORTHWEST CORNER OF DOUGLAS AND CHIPMAN ROADS THEN WESTERLY ALONG A CURVE TO THE LEFT AND ALONG THE NORTH ROW LINE OF CHIPMAN RD TO THE EAST ROW LINE OF MAIN ST, THEN NORTHWESTERLY AND ALONG THE EAST ROW LINE OF NE MAIN ST 480 FEET MORE OR LESS, THEN EAST 685 FEET MORE OR LESS TO THE WEST ROW LINE OF DOUGLAS RD, THEN SOUTH ALONG THE WEST ROW LINE OF DOUGLAS RD TO THE POINT OF BEGINNING;*

*AND*

*1751 NE Tudor Rd*

*LOT 1, EASTERN WATERSHED PUMPING FACILITY, A RECORDED SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI;*

*AND*

*1399 SW Ward Rd*

*LOT 1, SOUTH TERMINAL, A RECORDED SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.*

SECTION 2. That the following conditions of approval apply:

1. A modification shall be granted to the requirements that ground-mounted solar arrays be located in the rear yard, to allow ground-mounted solar arrays to be located in the front and/or side yards as depicted on accompanying site plans.

SECTION 3. That development shall be in accordance with the preliminary development plan, date stamped August 16, 2019, appended hereto and made a part hereof.

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

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

SECTION 6. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

**BILL NO. 19-194**

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

ATTEST:

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

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

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:

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





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

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## Development Services Staff Report

<b>File Number</b>	PL2019-247
<b>File Name</b>	PRELIMINARY DEVELOPMENT PLAN – City of Lee's Summit ground-mounted solar arrays
<b>Applicant</b>	City of Lee's Summit
<b>Property Address</b>	1971 SE Hamblen Rd, 701 NW Main St, 1751 NE Tudor Rd; and 1399 SW Ward Rd
<b>Planning Commission Date</b>	August 22, 2019
<b>Heard by</b>	Planning Commission and City Council
<b>Analyst</b>	Hector Soto, Jr., AICP, Planning Manager
<b>Checked By</b>	Kent D. Monter, PE, Development Engineering Manager

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### Public Notification

Pre-application held: multiple held  
Neighborhood meeting conducted: none held  
Newspaper notification published on: August 3, 2019  
Radius notices mailed to properties within 185 feet on: August 7, 2019  
Site posted notice on: August 7, 2019

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### Table of Contents

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

### Attachments

Site plans for the ground-mounted solar array locations – 4 pages  
Location Map

## 1. Project Data and Facts

Project Data	
Applicant/Status	City of Lee's Summit / Owner
Applicant's Representative	Dawn Bell
Location(s) of Property	1971 SE Hamblen Rd 701 NW Main St 1751 NE Tudor Rd 1399 SW Ward Rd
Size of Property	varies
Zoning (Proposed)	1971 SE Hamblen Rd – PI (Planned Industrial) 701 NW Main St – AG (Agricultural) 1751 NE Tudor Rd – AG 1399 SW Ward Rd – PI
Comprehensive Plan Designation	varies
Procedure	<p>The Planning Commission makes a recommendation to the City Council on the preliminary development plan. The City Council takes final action on the preliminary development plan in the form of an ordinance.</p> <p><b>Duration of Validity:</b> 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.</p>

Current Land Use
<p>All of the subject properties are City-owned and developed with a range of public facilities as follows:</p> <p>1971 SE Hamblen Rd – Public Works Maintenance Facility</p> <p>701 NW Main St – High Service (Water) Pump Station</p> <p>1751 NE Tudor Rd – Tudor Road (Wastewater) Pump Station</p> <p>1399 SW Ward Rd – South Terminal (Water) Pump Station</p>

Description of Applicant's Request
<p>The City has submitted a preliminary development plan application for the subject sites in order to request modifications to the locations of the ground-mounted arrays on each of the properties. The UDO requires ground-mounted solar arrays to be located in the rear yard of a property. The proposed ground-mounted arrays at the subsection locations are located in either the front yard or side yard and thus require modifications for their approval.</p> <p>Please note that the site plan for the Public Works Maintenance Facility shows that both ground-mounted and roof-mounted solar arrays are proposed to be installed. Only the ground-mounted array</p>

is the subject of this application due to the need for a modification; the roof-mounted array depicted on the site plan is not a part of this application. The proposed roof-mounted array complies with all UDO requirements and thus may be approved administratively through the final development plan/building permit process.

## 2. Land Use

### Description and Character of Surrounding Area

**1971 SE Hamblen Rd** – The property is the site of the Public Works Maintenance Facility. The surrounding area is primarily characterized by large acreage industrial property and agricultural property.

**701 NW Main St** – The property is the site of a subsurface water tank located at the northwest corner of NE Douglas St and NE Chipman Rd. The other three corners of the intersection are the site of a high service pump station to the south and Leigh McKeighan Park to the east and southeast. The property sits at the northern gateway to the downtown area. The property abuts an aboveground City water tank and a single-family residence to the north.

**1751 NE Tudor Rd** – The property is the site of a wastewater pump station. The surrounding area is characterized by large acreage agricultural property on the south side of NE Tudor Rd and a mix of residential property on the north side of NE Tudor Rd ranging from single-family residential on large acreage to single-family villas.

**1399 SW Ward Rd** – The property is the site of a water tank. The surrounding area is characterized by existing and future residential development on all sides. The property also abuts the Rock Island Trail.

## 3. Project Proposal

### Setbacks for Ground-Mounted Solar Collectors (Perimeter)

Yard	Required	Proposed
Front	Not allowed	Minimum 12'
Side	Not allowed	Minimum 12'
Rear	12'	Minimum 12'

## 4. Unified Development Ordinance (UDO)

Section	Description
2.040,2.260,2.300,2.320	Preliminary Development Plans
6.1450	Accessory Uses – Solar Collectors



### **Unified Development Ordinance**

The proposed solar arrays are a specialty accessory use allowed in any zoning district, subject to certain conditions. In the case of ground-mounted arrays, a use condition is that they be located in the rear yard of a property. The arrays proposed on the subject property cannot meet the location condition and thus require approval of a modification as part of this application.

## **5. Comprehensive Plan**

Focus Areas	Goals, Objectives & Policies
Environment	Objective 8.1

### **Comprehensive Plan**

The Comprehensive Plan encourages the balancing of human activity and the natural environment through land use planning and development controls. The proposed arrays provide the City a benefit of using a renewable source of energy to power City infrastructure and various City facilities. Over the life of the solar array system across all City facilities, it is estimated that approximately 106,250 tons of carbon dioxide (CO<sub>2</sub>) will be eliminated from the facilities' footprint.

## **6. Analysis**

### **Background and History**

The City is in the process of entering a twenty (20) year commitment for the installation of solar arrays at various facilities throughout the city. Staff presented an overview of the solar array program and the associated service agreement to the City Council at its August 6, 2019, meeting.

### **Compatibility**

Both roof-mounted and ground-mounted solar arrays are an allowed accessory use in all zoning districts. The subject locations of the proposed ground-mounted arrays are larger acreage City facilities with significant separation from surrounding uses.

### **Adverse Impacts**

Allowing the proposed ground-mounted arrays to be located in a side or front yard is not expected to detrimentally impact the surrounding area. As previously stated, most of the sites are large acreage facilities with significant separation between the array locations and surrounding land uses.

The proposed development will not create excessive storm water runoff. The subject ground-mounted arrays will be located in open grass areas.

### **Public Services**

The proposed ground-mounted array locations will not impede the normal and orderly development and improvement of the surrounding property. Each of the subject facilities are large lots that yield significant separation from the array sites to surrounding properties.

The proposed arrays will have no measurable impact on the surrounding street network. Each of the subject locations is a working site that generates a certain amount of traffic. It is not expected that the proposed arrays will generate any additional traffic to that which currently exists, save for occasional maintenance work.

Certain aspects of the development plan will be further reviewed during the final development plan/building permit phase of the project. This includes detailed aspects of the solar array design to help ensure that the plan meets the design criteria and specifications contained in the Design and Construction Manual.

### **Modifications**

Location.

- Required – ground-mounted arrays shall be located in the rear yard
- Proposed – ground-mounted arrays are proposed to be located as follows:
  - Front yard
    - 701 NW Main St (High Service Water Pump Station)
  - Side yard
    - 1971 SE Hamblen Rd (Public Works Maintenance Facility)
    - 1399 SW Ward Rd (South Terminal Water Pump Station)
  - Front and side yard
    - 1751 NE Tudor Rd (Tudor Road Wastewater Pump Station)
- Recommended – Each of the subject properties has site constraints that do not make it practical or feasible to comply with the condition that the ground-mounted solar arrays be located in the rear yard. Staff supports the requested modifications based on the existing site conditions cited below that impact the location of the solar arrays on the subject properties.
  - **1971 SE Hamblen Rd (Public Works Maintenance Facility)** – The rear yard houses two salt domes and a material storage yard.
  - **701 NW Main St (High Service Water Pump Station)** – There is no building located at this site. The UDO defines a front, side and rear yard based on its location relative to the building on said property. As there is no building located on the property, there is no defined yard. For the purposes of this application, staff considers the proposed location to equate to a front yard location. The subsurface water tank does not meet the UDO's definition of a building.
  - **1751 NE Tudor Rd (Tudor Road Wastewater Pump Station)** – The rear yard is a heavily treed area traversed by a creek and the site of an identified floodway along said creek.
  - **1399 SW Ward Rd (South Terminal Water Pump Station)** – The rear yard is the site of a water tank and a treed area beyond the current limits of the fence securing the pump station facility.

**Recommendation**

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

**7. Recommended Conditions of Approval**

**Site Specific**

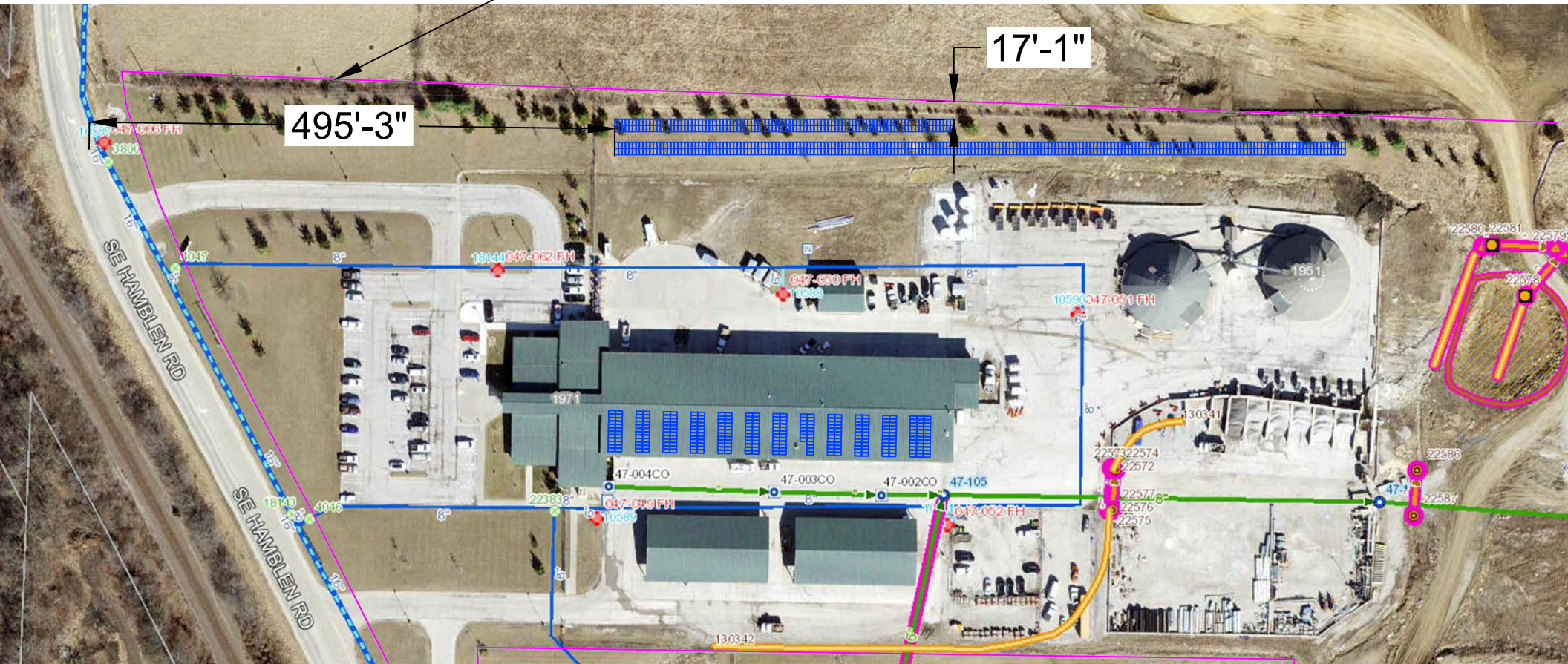
1. A modification shall be granted to the requirement that ground-mounted solar arrays be located in the rear yard, to allow ground-mounted solar arrays to be located in the front and/or side yards as depicted on the accompanying site plans.

**Standard Conditions of Approval**

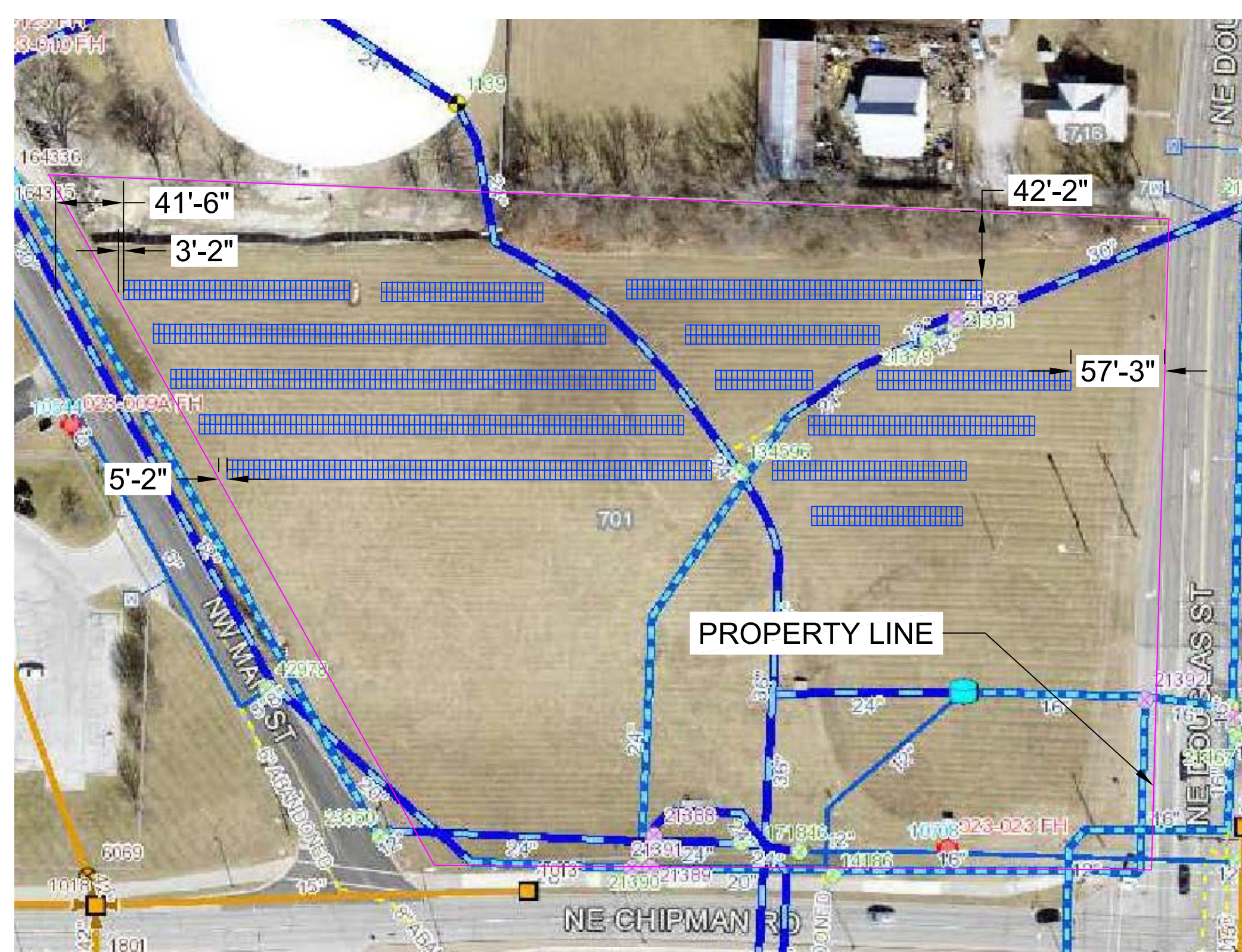
2. Solar arrays and associated wiring, foundations, conduit, control boxes, etc., shall be located:
  - a. Outside of any stream buffer, floodplain and floodway;
  - b. A minimum of fifteen (15) feet from any water line, sanitary sewer line, or storm line, as measured from the outside of the pipe; and
  - c. Outside of any easement or right-of-way.
3. Solar arrays and associated wiring, foundations, conduit, control boxes, etc., and any required fencing shall not adversely affect existing stormwater drainage on the site, or adversely affect adjacent property owners.
4. Ground-mounted solar arrays shall be located a minimum 12' from all property lines.



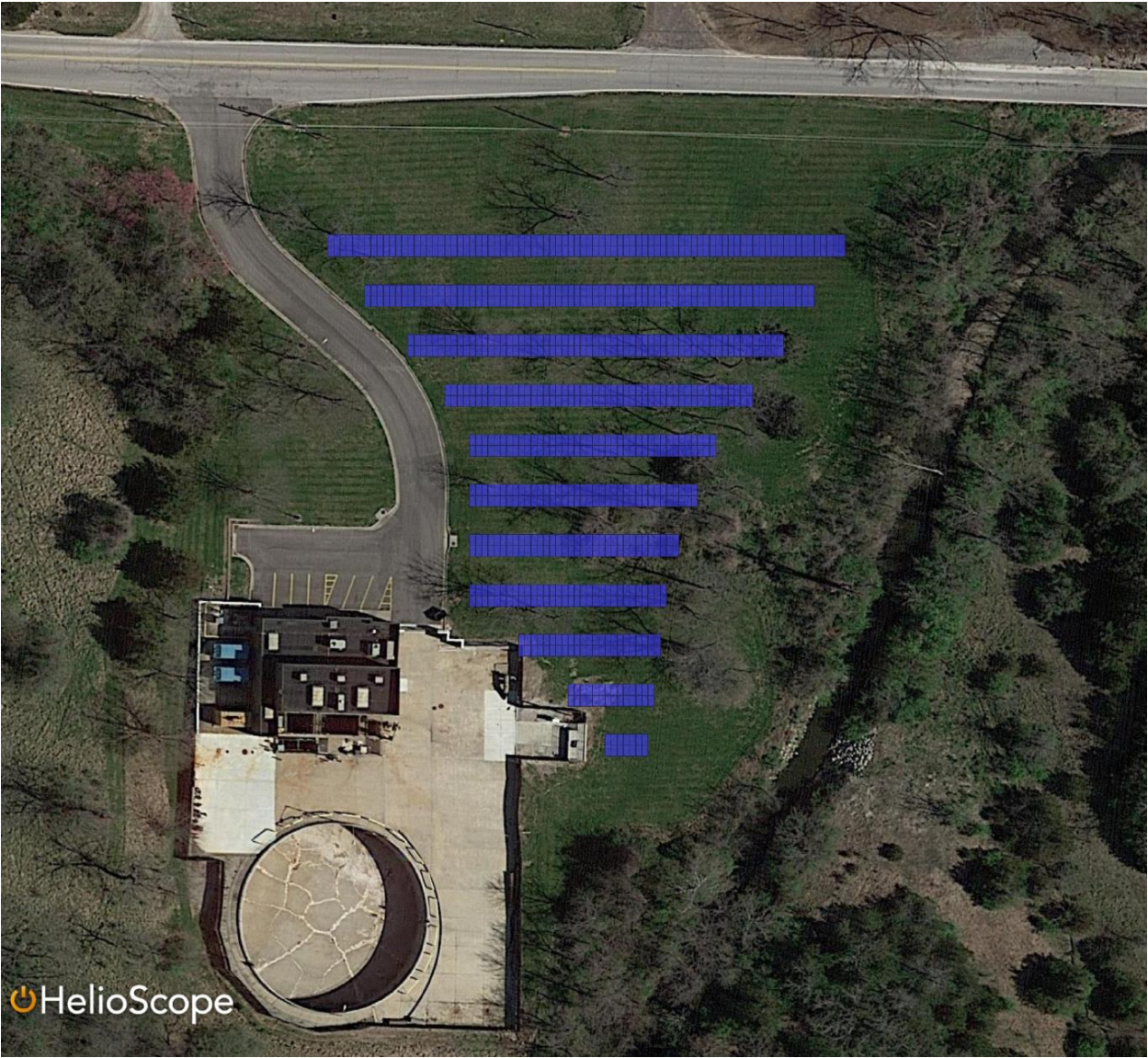
PROPERTY LINE



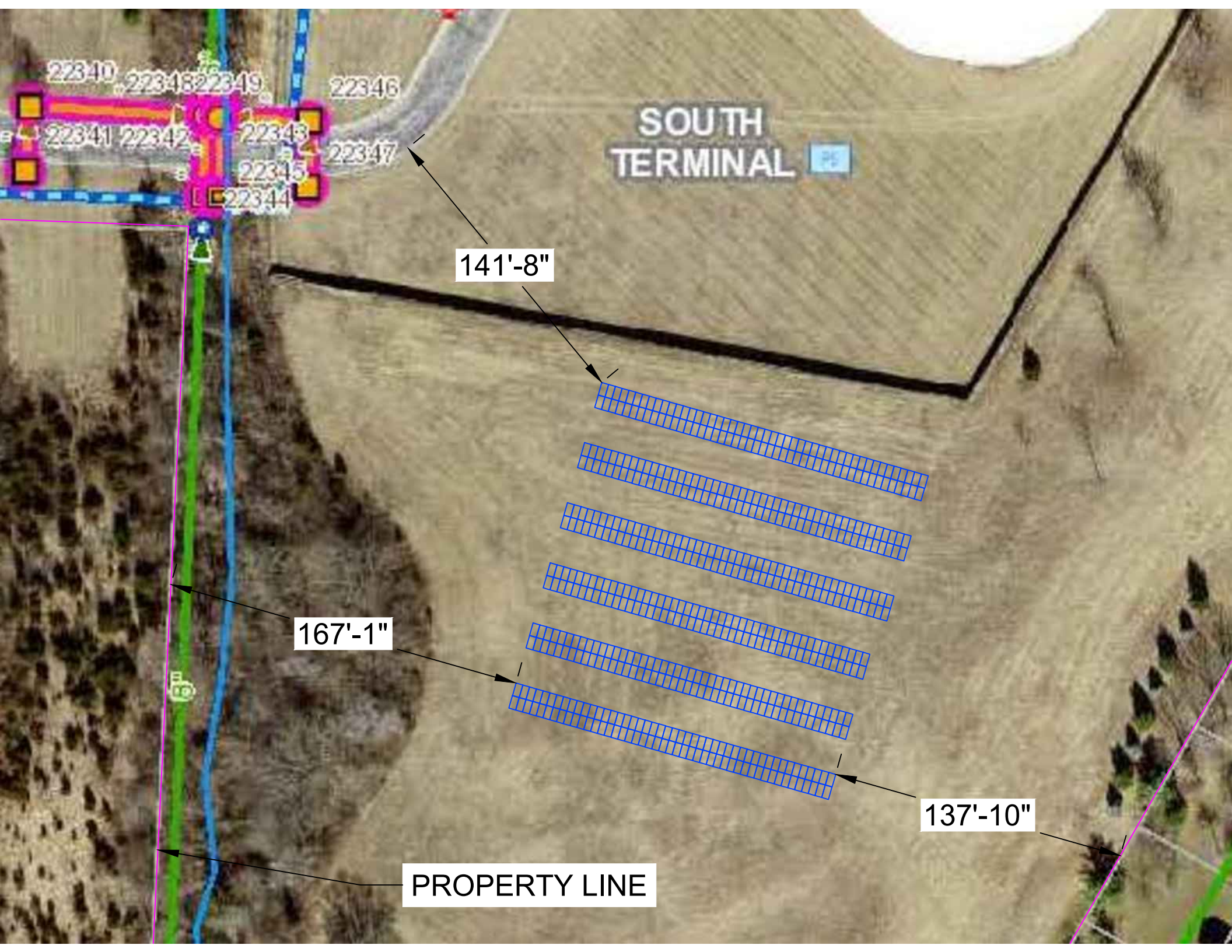












SOUTH  
TERMINAL

141'-8"

167'-1"

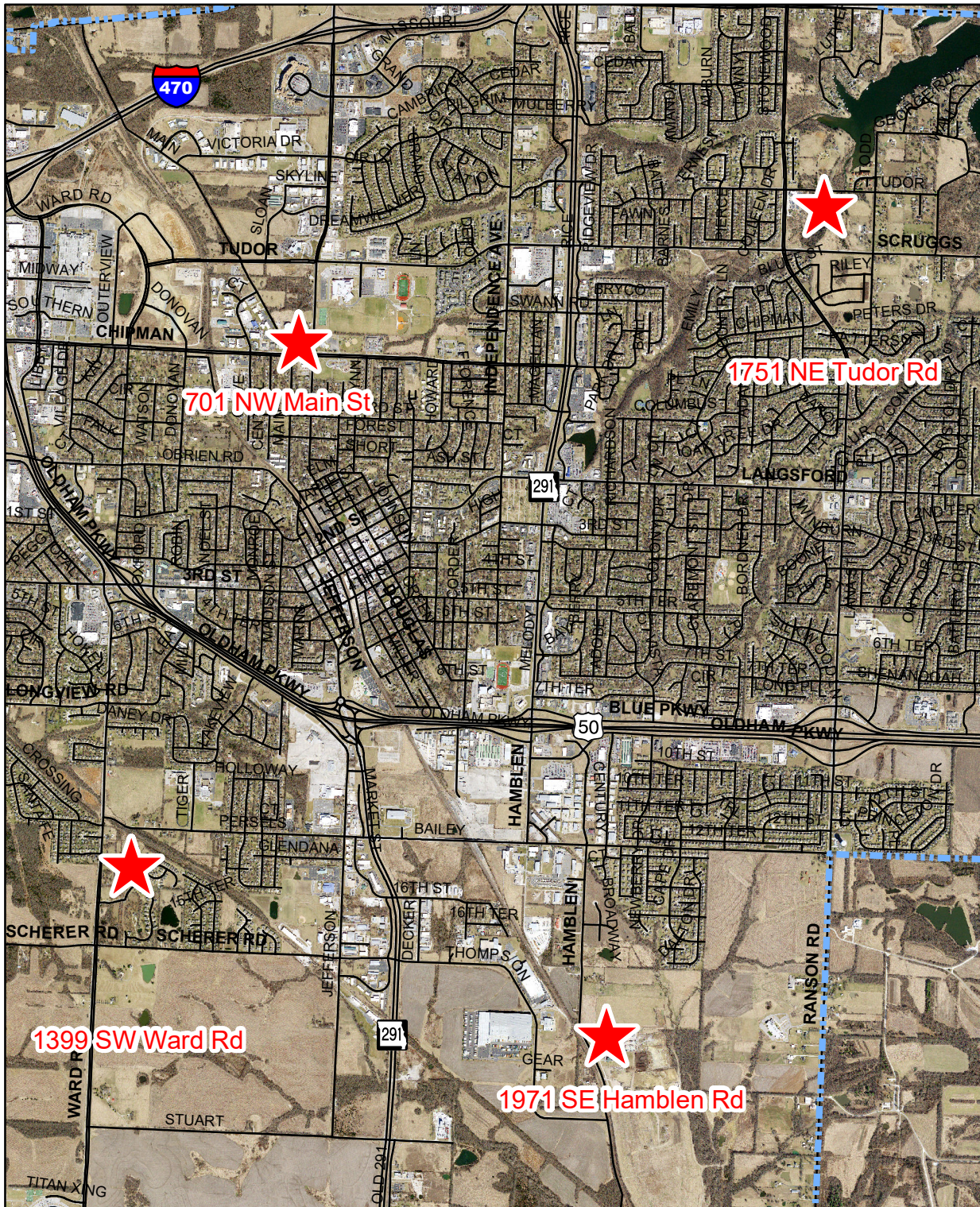
137'-10"

PROPERTY LINE



# PL2019-247 PRELIM DEV PLAN

## Ground-mounted solar arrays (various locations)





## Packet Information

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**File #:** BILL NO. 19-196, **Version:** 1

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An Ordinance granting a Special Use Permit for auto sales in District CS on land located at 704 and 708 SE Oldham Court for a period of thirty (30) years, all in accordance with Chapter 33, the Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit, Missouri.

(Note: First reading by Council on September 3, 2019.)

Proposed City Council Motion:

I move for adoption of an Ordinance granting a special use permit for auto sales in District CS on land located at 704 and 708 SE Oldham Court for a period of thirty (30) years, all in accordance with Chapter 33, the Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director of Plan Services  
Kevin Killilea, Applicant



## **BILL NO. 19-196**

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AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AUTO SALES IN DISTRICT CS ON LAND LOCATED AT 704 AND 708 SE OLDHAM COURT FOR A PERIOD OF THIRTY (30) YEARS, ALL IN ACCORDANCE WITH CHAPTER 33, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2019-203, submitted by Aristocrat Motors, requesting a special use permit for auto sales in District CS on land located at 704 and 708 SE Oldham Court, was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the request on August 8, 2019, and rendered a report to the City Council containing findings of fact and a recommendation 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 September 3, 2019, and rendered a decision to grant said special use permit.

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 6.1050 of the Unified Development Ordinance to allow auto sales in District CS with a Special Use Permit is hereby granted for a period of thirty (30) years from the approval date of this ordinance, with respect to the following described property:

*Lots 2 and 3, Oldham East Business Park, a recorded subdivision in Lee's Summit, Jackson County, Missouri.*

SECTION 2. That the following conditions of approval apply:

1. A modification shall be granted to the 20' vehicle display area setback requirement, to allow an 11' setback from the south property line.
2. The special use permit shall be granted for a period of thirty (30) years.

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 Unified Development Ordinance, of the Code of Ordinances of the City of Lee's Summit.

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

ATTEST:

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

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

**BILL NO. 19-196**

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



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

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## Development Services Staff Report

<b>File Number</b>	PL2019-204 and PL2019-203
<b>File Name</b>	PRELIMINARY DEVELOPMENT PLAN and SPECIAL USE PERMIT for automobile sales – Aristocrat Motors
<b>Applicant</b>	Aristocrat Motors
<b>Property Address</b>	704 SE Oldham Ct
<b>Planning Commission Date</b>	August 8, 2019
<b>Heard by</b>	Planning Commission and City Council
<b>Analyst</b>	Hector Soto, Jr., AICP, Planning Manager
<b>Checked By</b>	Sue Pyles, PE, Senior Development Engineer

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### Public Notification

Pre-application held: April 30, 2019

Neighborhood meeting conducted: None held

Newspaper notification published on: July 20, 2019

Radius notices mailed to properties within 185 feet on: July 16, 2019

Site posted notice on: July 16, 2019

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### Table of Contents

1. Project Data and Facts	2
2. Land Use	3
3. Project Proposal	3
4. Unified Development Ordinance (UDO)	4
5. Comprehensive Plan	4
6. Analysis	5
7. Recommended Conditions of Approval	8

### Attachments

Traffic Impact Analysis prepared by Michael Park, dated July 30, 2019

– 2 pages

Preliminary Development Plan, date stamped July 16, 2019 – 25 pages



SUP Narrative, dated July 16, 2019

SUP Criteria, dated June 14, 2019

Photos of Surrounding Properties – 4 pages

SUP Table for Auto Sales – 1 page

Location Map

## 1. Project Data and Facts

Project Data	
Applicant/Status	Aristocrat Motors/Developer
Applicant's Representative	Kevin Killilea
Location of Property	704 SE Oldham Ct
Size of Property	±2.38 acres
Zoning (Proposed)	CS (Commercial Services)
Comprehensive Plan Designation	Retail
Special Use Permit Time Period Requested	40 years
Procedure	<p>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.</p> <p><b>Duration of Validity:</b> There is no expiration to an approval for rezoning.</p> <p>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.</p> <p>A special use permit shall be valid for a specific period of time if so stated in the permit.</p>

Current Land Use
The property was most recently occupied by a manufactured home dealer up until approximately 2009. The site has remained vacant since that time.

Description of Applicant's Request
The applicant seeks approval of a preliminary development plan and special use permit to develop and operate the site as an automobile dealership. The applicant requests the special use permit be granted for a period of 40 years.

## 2. Land Use

### Description and Character of Surrounding Area

The property is generally located at the southeast corner of SE Hamblen Rd and US 50 Hwy. This particular intersection serves as a transition area between commercial and industrial uses along the US 50 Hwy corridor and the M-291 Hwy North/SE Hamblen Rd corridor.

### Adjacent Land Uses and Zoning

<b>North:</b>	US 50 Hwy
<b>South:</b>	Skate rink / CS; and Home improvement center / PMIX (Planned Mixed Use)
<b>East:</b>	Automobile sales / CP-2
<b>West:</b>	Future indoor climate-controlled storage facility / CS

### Site Characteristics

The site is a relatively flat irregularly shaped lot located east of SE Hamblen Rd between SE Oldham Pkwy and US 50 Hwy. The site shares access to/from SE Oldham Pkwy with the abutting Landmark Skate site to the south.

### Special Considerations

There are no special or unique site conditions to consider.

## 3. Project Proposal

### Site Design

Land Use	
Impervious Coverage:	59%
Pervious:	41%
<b>TOTAL</b>	<b>100%</b>

### Parking

Proposed		Required	
Total parking spaces proposed:	152	Total parking spaces required:	23
Accessible spaces proposed:	1	Accessible spaces required:	1
Parking Reduction requested?	No	Off-site Parking requested?	No

### Setbacks (Perimeter)

Yard	Building / Parking Required	Building / Parking Proposed
Front (SE Oldham Pkwy)	20' (Building) / 20' (Parking)	252'+ (Building) / 20' (Parking)
Side (north and south)	20' (Building) / 20' (Parking) – north; 6' (Parking) – south	27'+ (Building) / 20' (Parking) – north; 11' (Parking) – south

Rear (west)	20' (Building) / 15' (Parking)	92' (Building) / 20' (Parking)
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**Structure(s) Design**

Number and Proposed Use of Buildings
1 automobile sales building
Building Height
30'0"
Number of Stories
1 story

**4. Unified Development Ordinance (UDO)**

Section	Description
2.040,2.260,2.300,2.320	Preliminary Development Plans
6.620,6.640,6.650,6.1050	Special Use Permits
4.210	Zoning Districts
8.120,8.170,8.180	Design Standards
8.220,8.230,8.250,8.260,8.290	Lighting Standards
8.530,8.580,8.620	Parking Standards
8.720,8.750,8.790,8.810,8.820	Landscaping

**Unified Development Ordinance**

The proposed use is allowed on the subject CS-zoned property, as well as the surrounding CP-2-zoned properties, with approval of a special use permit. Five other automobile dealerships currently exist east of the subject property along SE Oldham Pkwy.

The proposed use is consistent and compatible with other commercial uses in the surrounding CS- and CP-2- zoned properties, as well as industrial uses further west and south. Uses in the area include automobile dealerships, a home improvement center, a grocery store, a restaurant, hotels and office-warehouses.

**5. Comprehensive Plan**

Focus Areas	Goals, Objectives & Policies
Overall Area Land Use	Objective 1.1 Objective 1.3 Objective 1.4
Economic Development	Objective 2.1 Objective 2.2



Commercial Development	Objective 4.1 Objective 4.2
Public Facilities and Services	Objective 6.1

**Comprehensive Plan**

The proposed use is consistent with the retail land use recommended by the Comprehensive Plan for the area. The segment of the US 50 Hwy corridor located between SE Hamblen Rd and SE Ranson Rd is home to five (5) automobile dealerships. A distinguishing characteristic of the proposed automobile dealership from other dealerships in the city is the focus on luxury automobile sales.

**6. Analysis****Background and History**

The applicant seeks approval of a preliminary development plan and special use permit for Aristocrat Motors. The proposed development consists of a single-story 7,397 sq. ft. building on Lots 2 and 3 of *Oldham East Business Park*. The proposed exterior building materials consists of masonry, EIFS, aluminum composite metal (ACM) panels and glass. A modification to the display area setback from the south property line is sought as part of this application. The applicant requests the special use permit be granted for a period of 40 years.

A preliminary development plan and special use permit for automobile sales (Kansas City Motors) were previously approved for this site in 2017. The previous project was for a 4,200 sq. ft. masonry, stucco and glass building. The special use permit was granted for a period of 10 years. The owner of Kansas City Motors never proceeded with construction.

- December 29, 1951 – A portion of what is now 700 SE Oldham Court was annexed into the City.
- March 27, 1962 – The 715 Zoning Ordinance and associated Zoning Map was adopted. Property that now comprises 700 SE Oldham Court was shown as M-1 (Light Industrial).
- December 31, 1964 – The remainder of what is now 700 SE Oldham Court, 701 SE Oldham Court, and 704 SE Oldham Court were annexed into the City.
- August 12, 1972 – A building permit (#5593) was issued for the existing skating rink located at 919 SE Oldham Parkway (now 701 SE Oldham Court).
- January 4, 1979 – A building permit (#77-495) was issued for occupancy of a 2,675 sq. ft. building at 911 SE Oldham Parkway (now 704 SE Oldham Court). The building has since been razed. The property is currently vacant.
- October 10, 1980 – A building permit (#80-306) was issued for occupancy for Mid-America Homes Center, Inc., located at 609 SE Oldham Parkway, now 700 SE Oldham Court. The property is currently vacant.

- June 2, 1987 – The City Council approved a rezoning (Appl. #1987-012) from District A (Agricultural) and M-1 (Light Industrial) to C-1 (General Business) (now CP-2 [Planned Community Commercial]), by Ord. #2979. This rezoning included a portion of the property that is now addressed as 700 SE Oldham Court.
- July 7, 2016 – The City Council approved a vacation of right-of-way (Appl. #PL2016-021) for all of SE Oldham Court and a portion of SE Oldham Parkway located at its intersection with SE Oldham Court by Ord. #7912.
- July 7, 2016 – The City Council approved a rezoning (Appl. #PL2016-066) from CP-2 (Planned Community Commercial) and PI (Planned Industrial) to CS (Planned Commercial Services) by Ord. #7913.
- February 16, 2017 – The City Council approved a preliminary development plan (Appl. #PL2016-217) and special use permit (Appl. #PL2016-218) for Kansas City Motors by Ord. #8100 and Ord. #8101, respectively. The special use permit was granted for a period of ten (10) years.
- July 14, 2017 – Staff administratively approved a final development plan (Appl. #PL2017-119) for Kansas City Motors. The approved plan became null and void after one (1) year due to no building permit being obtained.
- July 13, 2018 – A new final development plan (Appl. #PL2018-114) for Kansas City Motors was submitted for staff approval. Review comments were transmitted to the developer on July 27, 2018. No further action was taken by the applicant. The application became null and void on July 27, 2019, due to inactivity on the application.

### **Compatibility**

The property is located at the intersection of the US 50 Hwy and M-291 Hwy North commercial corridors. SE Hamblen Rd serves as an industrial corridor south of US 50 Hwy.

Automobile sales is a compatible use for the area and zoning. The subject property and the two abutting properties to the west and south are zoned CS. The area is flanked by CP-2 zoning to the west, CP-2 zoning to the east and PMIX zoning to the south. Automobile sales are an allowed use with a special use permit in the CP-2 and CS zoning districts, as well as a permitted use by right with an approved plan in the PMIX zoning district. The segment of SE Oldham Pkwy located between SE Hamblen Rd and SE Ranson Rd is currently home to five (5) automobile dealerships.

The proposed building materials and architecture are similar and compatible with existing automobile dealerships along SE Oldham Pkwy further to the east. The proposed building exterior is composed of masonry, architectural composite metal panels and glass.

### **Adverse Impacts**

The proposed development will not detrimentally impact the surrounding area. The proposed infill project redevelops a long vacant and previously underutilized property along the US 50 Hwy corridor.

The proposed development will not create excessive storm water runoff. Storm water will be managed on-site through an underground storm water detention system.

The proposed use is not expected to create excessive noise and air pollution. No on-site automobile repair services will be offered at the facility. On-site services are limited to the detailing of cars for sale; detailing services are not extended to the public.

### **Public Services**

The proposed development will not impede the normal and orderly development and improvement of the surrounding property. The subject property is an infill site that has remained vacant approximately 10 years. The proposed development will tie into the existing public infrastructure.

SE Oldham Pkwy has sufficient capacity to accommodate the proposed use; no improvements to SE Oldham Pkwy are required as part of the proposed development. The development will use an existing point of access to/from SE Oldham Pkwy shared with the abutting Landmark Skate site to the south.

### **Modifications**

Vehicle Display Setback.

- Required – 20 foot setback from all property lines
- Proposed – 11 foot setback from the south property line
- Recommended – The parking lot located due south of the proposed building is set back 11 feet from the south property line. The applicant's request is to allow for a reduced vehicle display area setback for only the south of the building in order to match the limits of the parking lot. The required 20 foot vehicle display area setback is met everywhere throughout the site, save for this area.

Except for the fact that the parking spaces along the south property line will be used for vehicle display rather than customer and employee parking, these spaces meet all other UDO requirements. The proposed 11 foot setback exceeds the 6 foot setback required for typical customer and employee parking space usage. However, the UDO imposes a greater setback requirement for parking spaces used for the display of vehicles for sale/lease. The subject property is an irregular-shaped infill lot. The site layout combined with the irregular lot configuration allows the parking lot to meet all typical parking lot setback requirements, but an additional 9 feet of separation cannot be gained south of the building in order to meet the more stringent vehicle display area setback requirement. Use of the spaces for vehicle display is not expected to be any more impactful on the surrounding properties than the use of the same spaces for typical parking purposes. Staff supports the modification to allow the reduced display area setback along the south property line as proposed.

### **Special Use Permit Conditions**

The development is subject to the following special use permit conditions for outdoor sale or lease of motor vehicles (UDO Section 6.1050.A):

1. Motor vehicles must be set back ten (10) feet from all property lines or in compliance with the district's setback lines, whichever is greater. **The CS zoning district requires a 20-foot building**



**setback from all property lines, and thus the display of vehicles is subject to this greater setback. Vehicle display areas meet the 20-foot setback requirement from all property lines, except the south property line where the applicant proposes to display vehicles 11 feet from said south property line. A modification is required for vehicle display setback from the south property line.**

2. No fencing is permitted in the area forward of the main building or within the front yard setback if no building exists on the premises. **No fencing is proposed for the development. Should the applicant later decide to employ a means of securing the site, other dealerships throughout the city have employed the use of single-bar pipe railing around the site as an acceptable alternative to fencing.**
3. All display or storage area must be paved and the motor vehicles arranged in an orderly manner. **All vehicles and will be displayed or stored on the paved parking lot surface or on paved display pad along the site's entrance.**

#### **Special Use Permit Time Period**

The applicant requests the special use permit be granted for a period of 40 years. Special use permits for new construction sites, such as the subject application, have typically been granted time periods of 20 or 30 years (see attached table). On two occasions have time periods of 10 years been granted to new construction sites, one of which was for the Kansas City Motors project previously approved for the subject site.

#### **Recommendation**

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

## **7. Recommended Conditions of Approval**

### **Site Specific**

1. A modification shall be granted to the 20' vehicle display area setback requirement, to allow an 11' setback from the south property line.
2. The developer shall construct the segment of sidewalk along SE Oldham Pkwy located west of the driveway as part of this development. The developer shall make payment to the City of Lee's Summit for construction cost in lieu of actual construction for the segment of sidewalk along SE Oldham Pkwy located east of the driveway.
3. The special use permit shall be granted for a period of 30 years.

## **Standard Conditions of Approval**

4. 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.
5. 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).
6. 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 Final Development Plan / Engineering Plans.
7. 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.
8. Private parking lots shall follow Article 8 of the Unified Development Ordinance for pavement thickness and base requirements.
9. 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 2018 International Fire Code.
10. The fire lanes shall be marked to the north sides of the parking lots to allow access to the hydrants.
11. Confirm the storm water detention structures and pavement will support the weight of fire apparatus (75,000 pounds).
12. Sign permits shall be obtained prior to installation of any signs through the Development Services Department. All signs proposed must comply with the sign requirements as outlined in the sign section of the Unified Development Ordinance.
13. A final plat or minor plat shall be approved and recorded (with the appropriate number of copies of the recorded plat returned to the Development Services Department) prior to any building permits being issued.

**New Construction**  
Soave Automotive Group  
Lee's Summit, MO

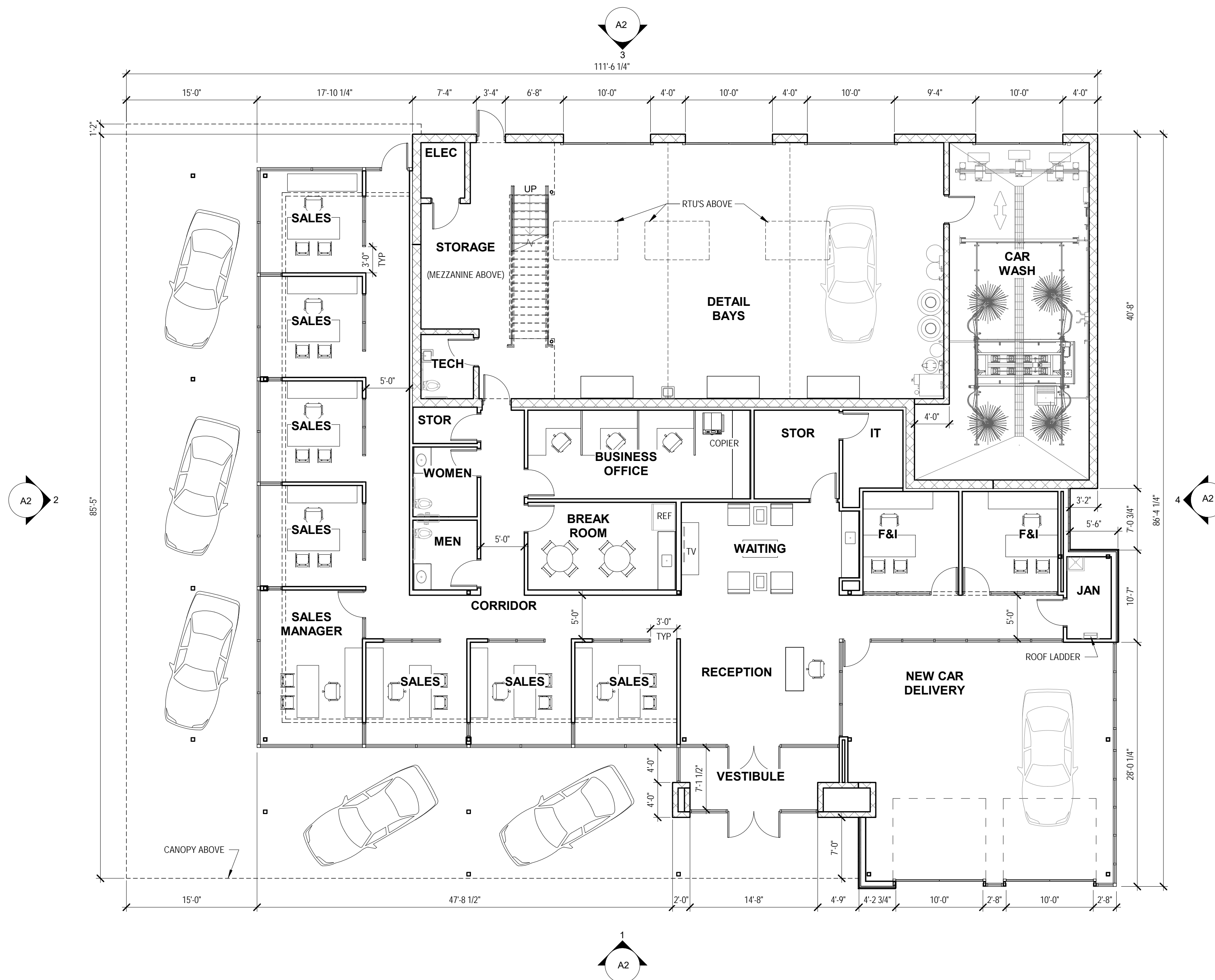
	Revisions:
Project #:	180508

**Preliminary Development  
Plan Resubmittal**

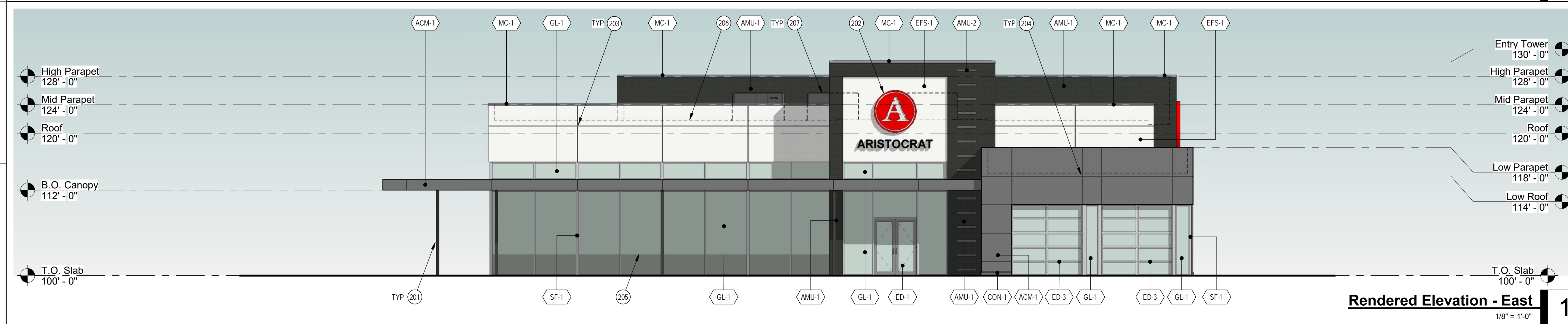
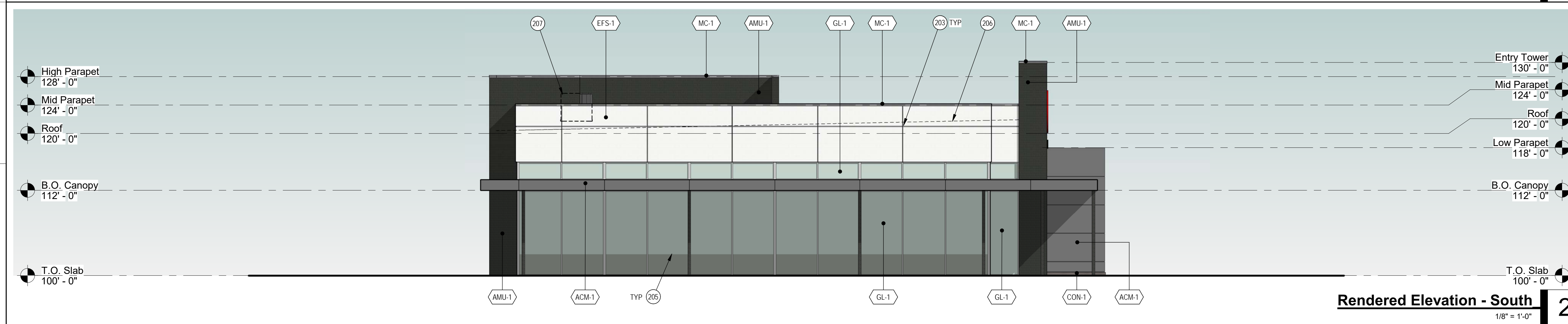
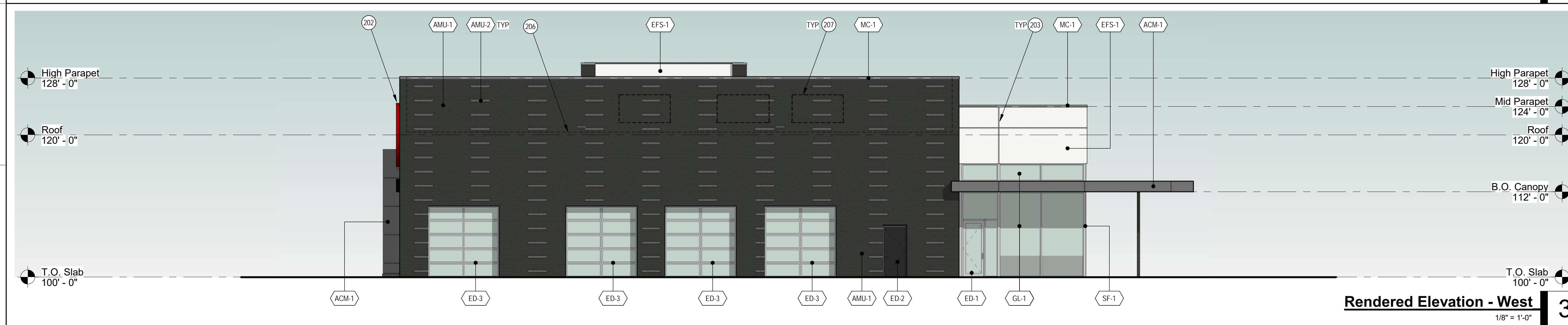
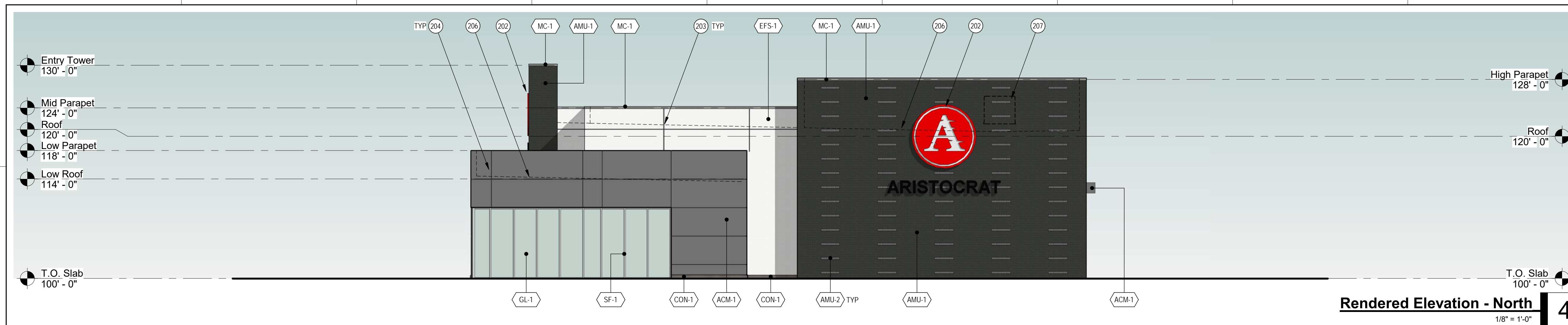
07/15/2019

## FLOOR PLAN

# A1





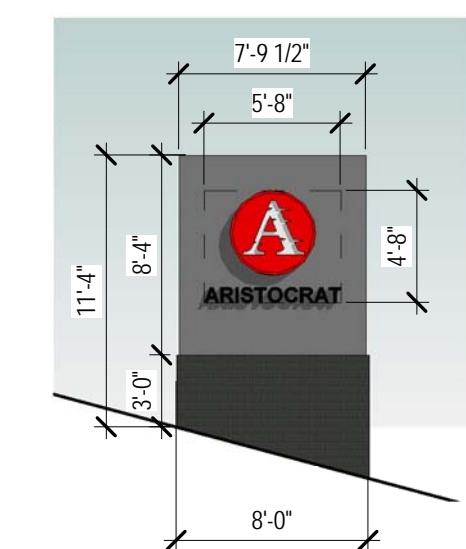


## MATERIALS

ACM-1	ALUMINUM WALL PANEL MANUFACTURER: ALPOLIC COLOR/FINISH: MICA MFS GREY
AMU-1	ARCHITECTURAL MASONRY UNIT 4 X 16 RUNNING BOND MANUFACTURER: YORK BUILDING PRODUCTS COLOR/FINISH: GEMSTONE - MINK (GLOSSY)
AMU-2	ARCHITECTURAL MASONRY UNIT 4 X 16 RUNNING BOND MANUFACTURER: YORK BUILDING PRODUCTS COLOR/FINISH: GEMSTONE - MINK (MATTE)
CON-1	CAST IN PLACE CONCRETE WALL CURB COLOR/FINISH: TBD
ED-1	WIDES STYLE ALUMINUM STOREFRONT DOOR MANUFACTURER: KAWNEER COLOR/FINISH: (MATCH SF-1 AND GL-1)
ED-2	FLUSH HOLLOW CORE STEEL DOOR W/HIGH PERFORMANCE COATING COLOR/FINISH: TBD
ED-3	OVERHEAD GLASS AND ALUMINUM FRAME SECTIONAL DOOR MANUFACTURER: TBD COLOR/FINISH: (MATCH SF-1 AND GL-1)
EFS-1	EXTERIOR INSULATED FINISH SYSTEM (EIFS) MANUFACTURER: TBD COLOR/FINISH: FINE TEXTURE - 612 MOONLIGHT
GL-1	CLEAR INSULATED LOW-E GLAZING MANUFACTURER: AGC ENERGY SELECT 40
MC-1	PRE-FINISHED METAL COPING MANUFACTURER: BERRIDGE MFG. COLOR/FINISH: LEAD COLE
SF-1	ALUMINUM STOREFRONT SYSTEM MANUFACTURER: KAWNEER COLOR/FINISH: CLEAR ANODIZED

○ **KEYNOTES**

201	STRUCTURAL COLUMN WITH HIGH PERFORMANCE COATING COLOR/FINISH: TBD
202	WALL MOUNTED BUILDING SIGNAGE BY OWNER
203	EIFS "V" GROOVE REVEAL
204	ACM JOINT / REVEAL
205	TRANSLUSCENT FILM APPLIED TO LOWER PORTION OF GLAZING
206	LINE OF ROOF BEYOND PARAPET
207	ROOF TOP UNIT (RTU) BEYOND PARAPET



**Monument Sign**  
1/8" = 1'-0"

SLAGGIE



ARCHITECTS


SLAGGIE ARCHITECTS, INC. © 2019  
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slaggie.com

# Aristocrat Pre-Owned Sales Building

## New Construction

Soave Automotive Group

**Lee's Summit, MO**

	Revisions:
Project #:	180508
<b>Preliminary Development Plan Resubmittal</b>	
07/15/2019	

## EXTERIOR ELEVATIONS

# A2





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Aristocrat Pre-Owned Sales Building

New Construction

Soave Automotive Group

Lee's Summit, MO



Revisions:

Project #: 180508

Preliminary Development  
Plan Resubmittal  
07/15/2019

EXTERIOR EXHIBITS

A3



PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER:	GARRETT KLINGLER 816-401-7559 GARRETT.KLINGLER@ADS-PIPE.COM
ADS SALES REP:	JOHN WHITWOOD 816-805-5570 JOHN.WHITWOOD@ADS-PIPE.COM
PROJECT NO:	181081



# KANSAS CITY MOTORS

## LEE'S SUMMIT, MO

### STORMTECH CHAMBER SPECIFICATIONS

- CHAMBERS SHALL BE STORMTECH MC-3500.
- CHAMBERS SHALL BE MADE FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORT PANELS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418-16, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- CHAMBERS SHALL BE DESIGNED AND ALLOWABLE LOADS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. THE CHAMBER MANUFACTURER SHALL SUBMIT THE FOLLOWING UPON REQUEST TO THE SITE DESIGN ENGINEER FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE:
  - A STRUCTURAL EVALUATION SEALED BY A REGISTERED PROFESSIONAL ENGINEER THAT DEMONSTRATES THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY AASHTO FOR THERMOPLASTIC PIPE.
  - A STRUCTURAL EVALUATION SEALED BY A REGISTERED PROFESSIONAL ENGINEER THAT DEMONSTRATES THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET. THE 50 YEAR CREEP MODULUS DATA SPECIFIED IN ASTM F2418 MUST BE USED AS PART OF THE AASHTO STRUCTURAL EVALUATION TO VERIFY LONG-TERM PERFORMANCE.
  - STRUCTURAL CROSS SECTION DETAIL ON WHICH THE STRUCTURAL EVALUATION IS BASED.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

### IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-3500 CHAMBER SYSTEM

- STORMTECH MC-3500 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
- STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
- CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
  - STONESHOOTER LOCATED OFF THE CHAMBER BED.
  - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
  - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
- THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
- JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
- MAINTAIN MINIMUM - 9" (230 mm) SPACING BETWEEN THE CHAMBER ROWS.
- INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
- EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE 3/4-2" (20-50 mm) MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.
- STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
- THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
- ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

### NOTES FOR CONSTRUCTION EQUIPMENT

- STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
- THE USE OF EQUIPMENT OVER MC-3500 CHAMBERS IS LIMITED:
  - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
  - NO RUBBER TIRED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
  - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
- FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

**USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.**

CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.



## PROPOSED LAYOUT: WEST

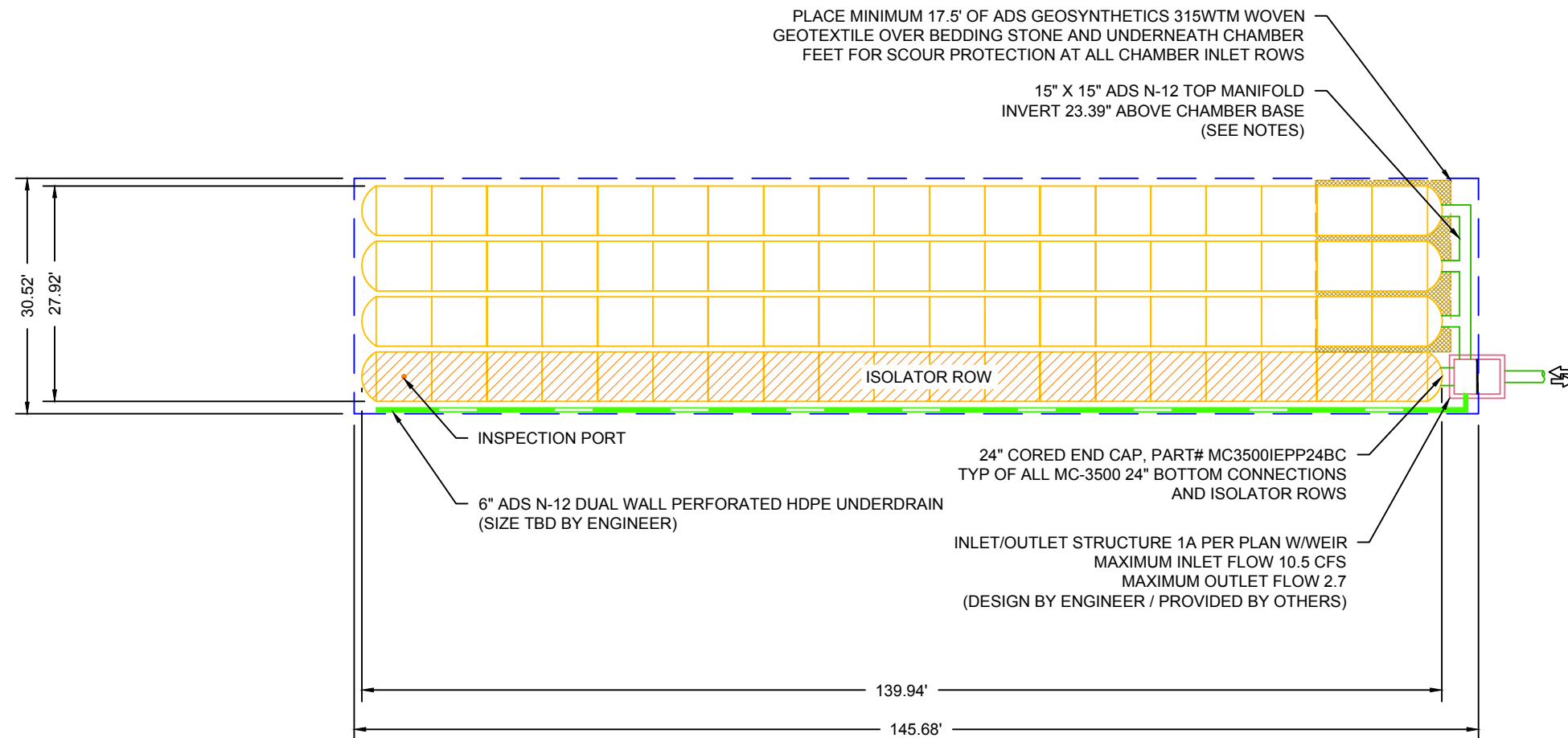
76	STORMTECH MC-3500 CHAMBERS
8	STORMTECH MC-3500 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	% STONE VOID
<b>14,865</b>	<b>INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)</b>
4,445	SYSTEM AREA (ft²)
354	SYSTEM PERIMETER (ft)

## PROPOSED ELEVATIONS: WEST

MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	1024.90
MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	1019.40
MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	1018.90
MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	1018.90
MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT):	1018.90
TOP OF STONE:	1017.90
TOP OF MC-3500 CHAMBER:	1016.90
15" TOP MANIFOLD INVERT:	1015.10
24" ISOLATOR ROW INVERT:	1013.32
BOTTOM OF MC-3500 CHAMBER:	1013.15
UNDERDRAIN INVERT:	1012.40
BOTTOM OF STONE:	1012.40

## NOTES

- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH SHEET #7 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.



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## PROPOSED LAYOUT

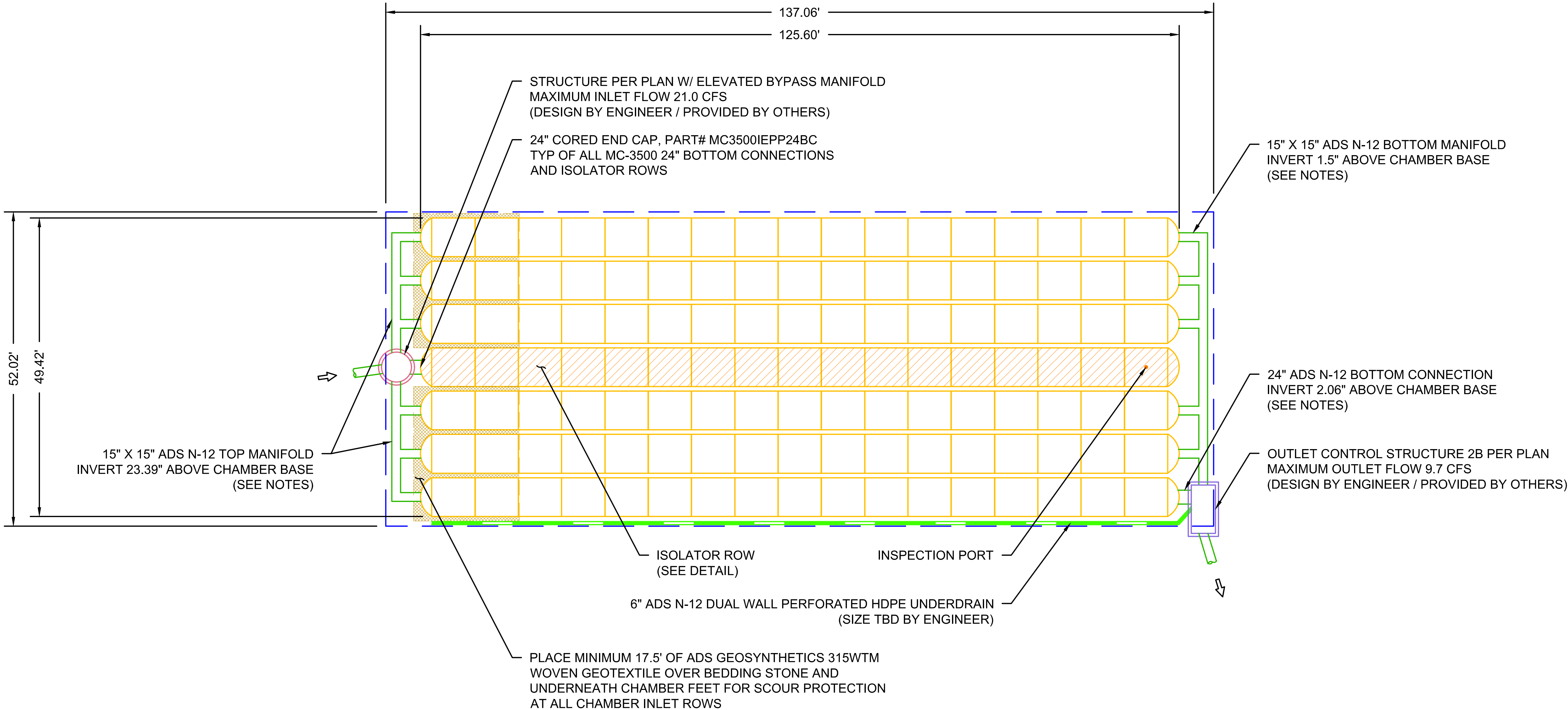
119	STORMTECH MC-3500 CHAMBERS
14	STORMTECH MC-3500 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	% STONE VOID
<b>23,662</b>	<b>INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)</b>
7,130	SYSTEM AREA (ft²)
378	SYSTEM PERIMETER (ft)

## PROPOSED ELEVATIONS

MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	1019.20
MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	1013.70
MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	1013.20
MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	1013.20
MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT):	1013.20
TOP OF STONE:	1012.20
TOP OF MC-3500 CHAMBER:	1011.20
15" TOP MANIFOLD INVERT:	1009.40
24" ISOLATOR ROW INVERT:	1007.62
15" BOTTOM MANIFOLD / CONNECTION INVERT:	1007.58
BOTTOM OF MC-3500 CHAMBER:	1007.45
UNDERDRAIN INVERT:	1006.70
BOTTOM OF STONE:	1006.70

## NOTES

- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH SHEET #7 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.



REV	DWN	CKD	DESCRIPTION
03-05-18	VLW	EMH	EXPANDED EAST BED
03-09-18	VLW	EMH	UPDATED PER ENGINEER'S PLANS
03-09-18	AGC		REV. OCS CONNECTION SIZES
DATE:			03-16-17
DRAWN:			AMD
PROJECT #:			181081
CHECKED:			GFI



**4DS.**  
ADVANCED DRAINAGE SYSTEMS, INC.



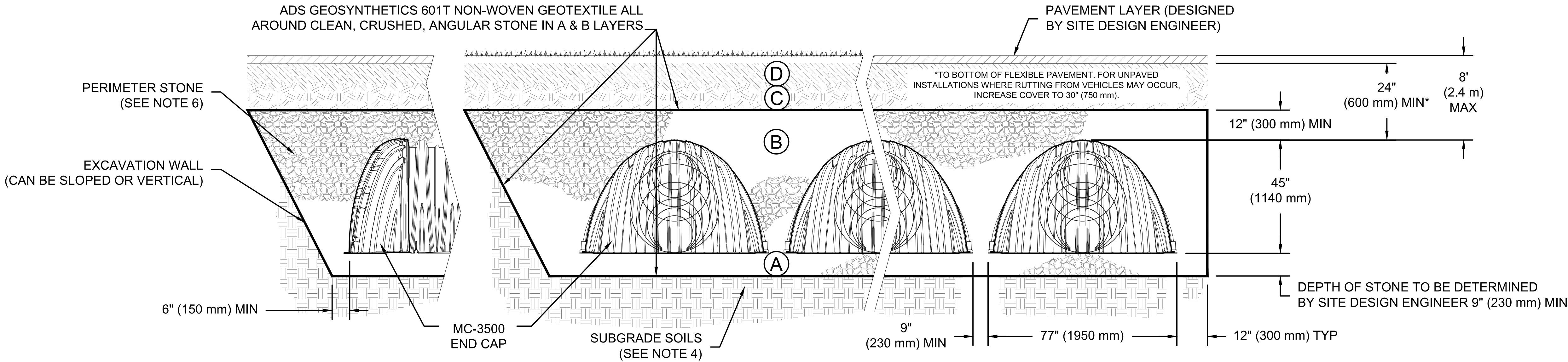
THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.



ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	<b>FINAL FILL:</b> FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	<b>INITIAL FILL:</b> FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	AASHTO M145 <sup>1</sup> A-1, A-2-4, A-3  OR  AASHTO M43 <sup>1</sup> 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	<b>EMBEDMENT STONE:</b> FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	AASHTO M43 <sup>1</sup> 3, 4	NO COMPACTION REQUIRED.
A	<b>FOUNDATION STONE:</b> FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M43 <sup>1</sup> 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. <sup>2 3</sup>

- PLEASE NOTE:
- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
  - STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
  - WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



NOTES:

- MC-3500 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.

REV

DWN

CKD

DESCRIPTION

03-05-18

VLW

EMH

EXPANDED EAST BED

03-09-18

VLW

EMH

UPDATED PER ENGINEER'S PLANS

03-09-18

AGC

REV. OCS CONNECTION SIZES

KANSAS CITY MOTORS

LEE'S SUMMIT, MO

DATE: 03-16-17

DRAWN: AMD

PROJECT #: 181081

CHECKED: GFI

StormTech

Retention • Retention • Water Quality

70 INWOOD ROAD, SUITE 3 | ROCKY HILL | CT | 06067

860-528-8168 | 888-892-2694 | WWW.STORMTECH.COM

4640 TRUEMAN BLVD

HILLIARD, OH 43026

ADVANCED DRAINAGE SYSTEMS, INC.

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4

SHEET OF 6



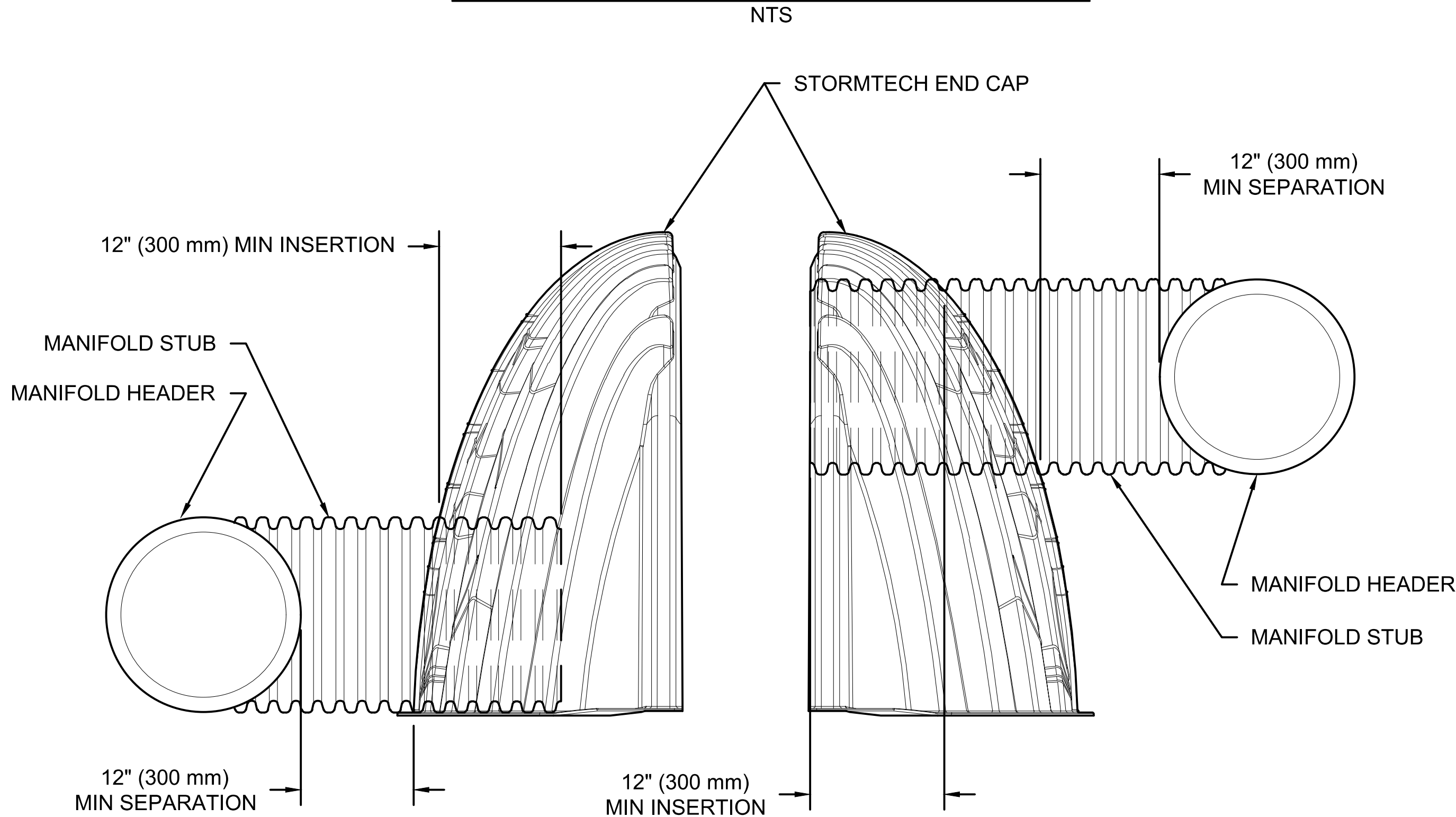


**MC-3500 6" INSPECTION PORT DETAIL**  
NTS

<div><div>4DS<sup>®</sup></div><div>ADVANCED DRAINAGE SYSTEMS, INC.</div></div>	4640 TRUEMAN BLVD HILLIARD, OH 43026	<div><div>StormTech<sup>®</sup></div><div>Detention • Retention • Water Quality</div></div> <div>70 INWOOD ROAD, SUITE 3   ROCKY HILL, CT   06067 860-529-8188   888-892-2694   WWW.STORMTECH.COM</div>				REV	DWN	CKD	DESCRIPTION	KANSAS CITY MOTORS  LEE'S SUMMIT, MO	
		03-05-18	VLW	EMH	EXPANDED EAST BED						
		03-09-18	VLW	EMH	UPDATED PER ENGINEER'S PLANS						
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							DATE:	03-16-17	DRAWN:	AMD	
							PROJECT #:		181081	CHECKED:	GFI
		THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DESCRIBED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.									

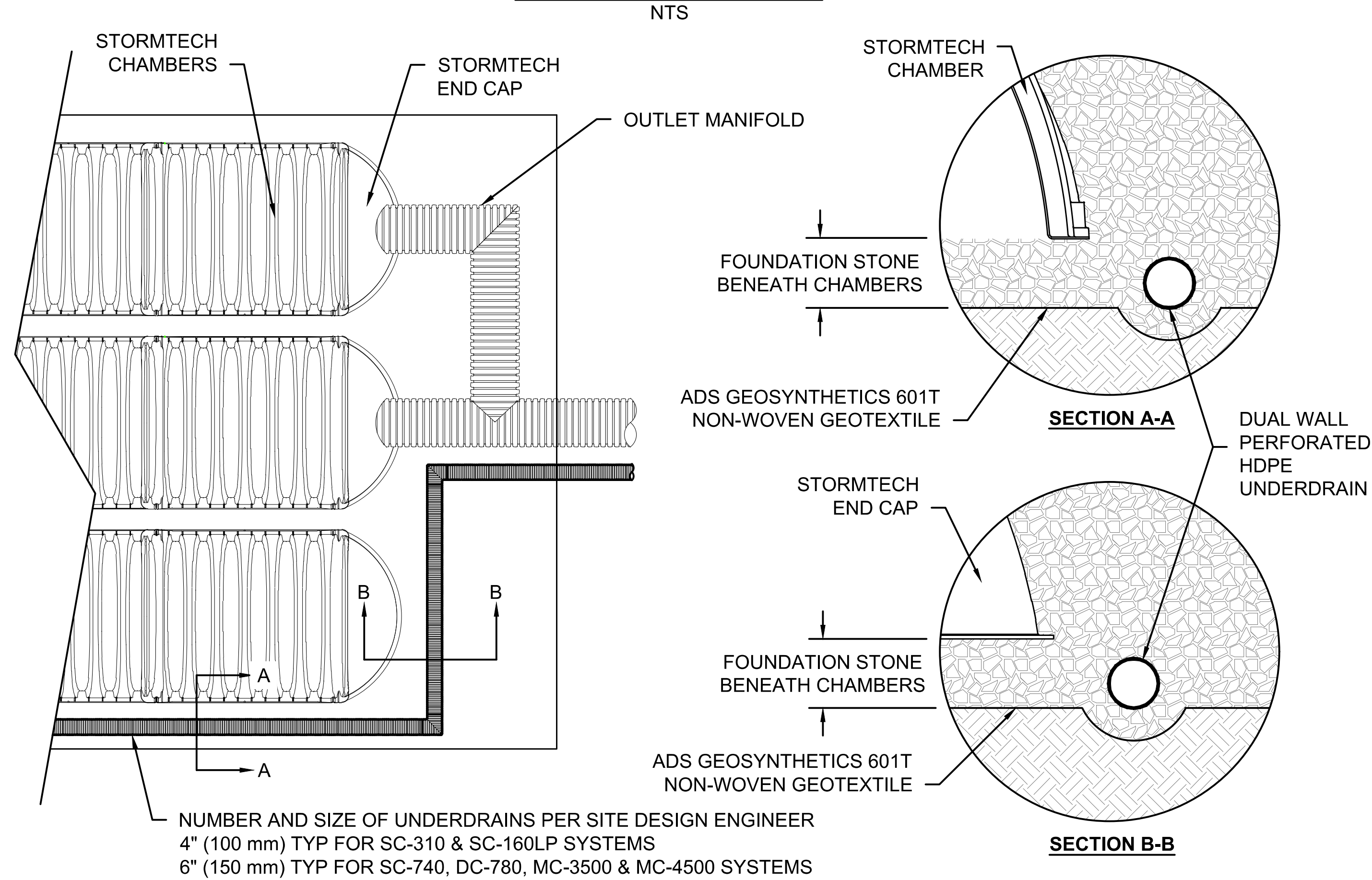


MC-SERIES END CAP INSERTION DETAIL

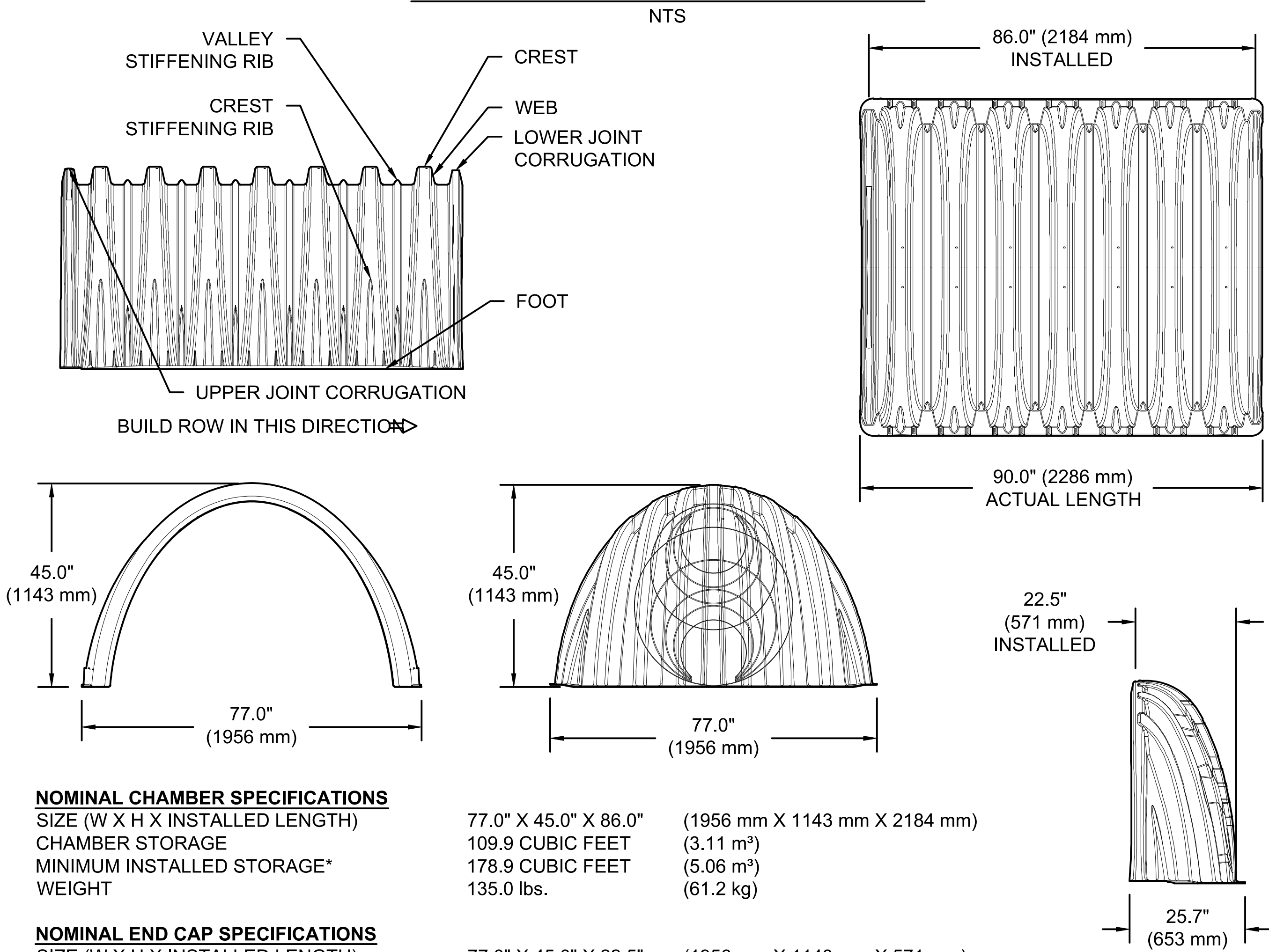


NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

UNDERDRAIN DETAIL



MC-3500 TECHNICAL SPECIFICATION



NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	77.0" X 45.0" X 86.0"	(1956 mm X 1143 mm X 2184 mm)
CHAMBER STORAGE	109.9 CUBIC FEET	(3.11 m³)
MINIMUM INSTALLED STORAGE*	178.9 CUBIC FEET	(5.06 m³)
WEIGHT	135.0 lbs.	(61.2 kg)

NOMINAL END CAP SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	77.0" X 45.0" X 22.5"	(1956 mm X 1143 mm X 571 mm)
END CAP STORAGE	14.9 CUBIC FEET	(0.42 m³)
MINIMUM INSTALLED STORAGE*	46.0 CUBIC FEET	(1.30 m³)
WEIGHT	50.0 lbs.	(22.7 kg)

\*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION AND BETWEEN CHAMBERS, 12" (305 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY

STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"  
STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"

PART #	STUB	B	C
MC3500IEPP06T	6" (150 mm)	33.21" (844 mm)	---
MC3500IEPP06B		---	0.66" (17 mm)
MC3500IEPP08T	8" (200 mm)	31.16" (791 mm)	---
MC3500IEPP08B		---	0.81" (21 mm)
MC3500IEPP10T	10" (250 mm)	29.04" (738 mm)	---
MC3500IEPP10B		---	0.93" (24 mm)
MC3500IEPP12T	12" (300 mm)	26.36" (670 mm)	---
MC3500IEPP12B		---	1.35" (34 mm)
MC3500IEPP15T	15" (375 mm)	23.39" (594 mm)	---
MC3500IEPP15B		---	1.50" (38 mm)
MC3500IEPP18TC	18" (450 mm)	20.03" (509 mm)	---
MC3500IEPP18BC		---	1.77" (45 mm)
MC3500IEPP24TC	24" (600 mm)	14.48" (368 mm)	---
MC3500IEPP24BC		---	2.06" (52 mm)
MC3500IEPP30BC	30" (750 mm)	---	---

NOTE: ALL DIMENSIONS ARE NOMINAL

CUSTOM PRECORED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-3500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm) THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.









Aristocrat Pre-Owned Sales Building  
New Construction  
Soave Automotive Group  
Lee's Summit, MO

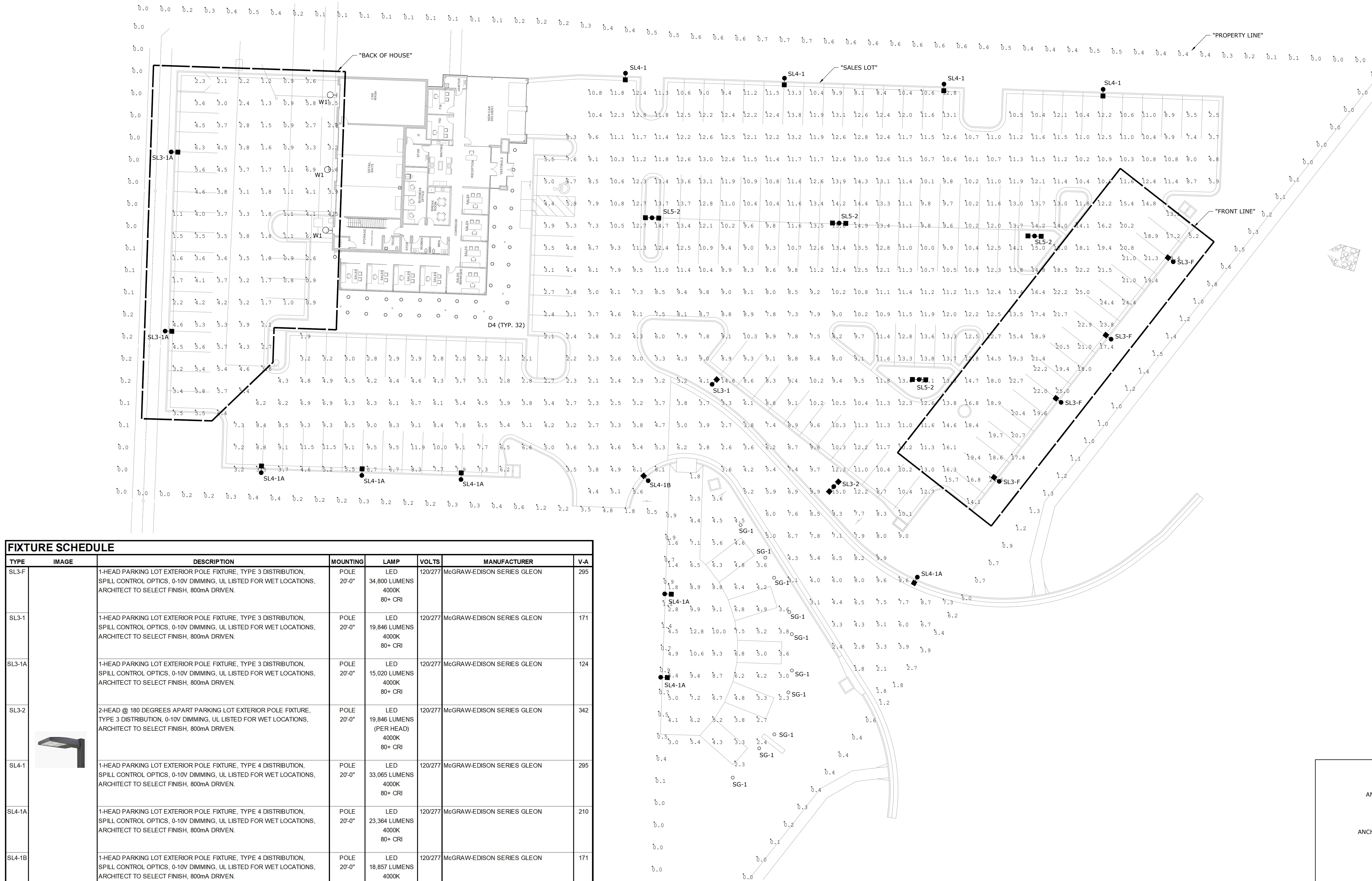
Revisions:

Project #: 180508

Preliminary Development  
Plan  
07/16/2019

SITE PLAN -  
PHOTOMETRIC

LP101

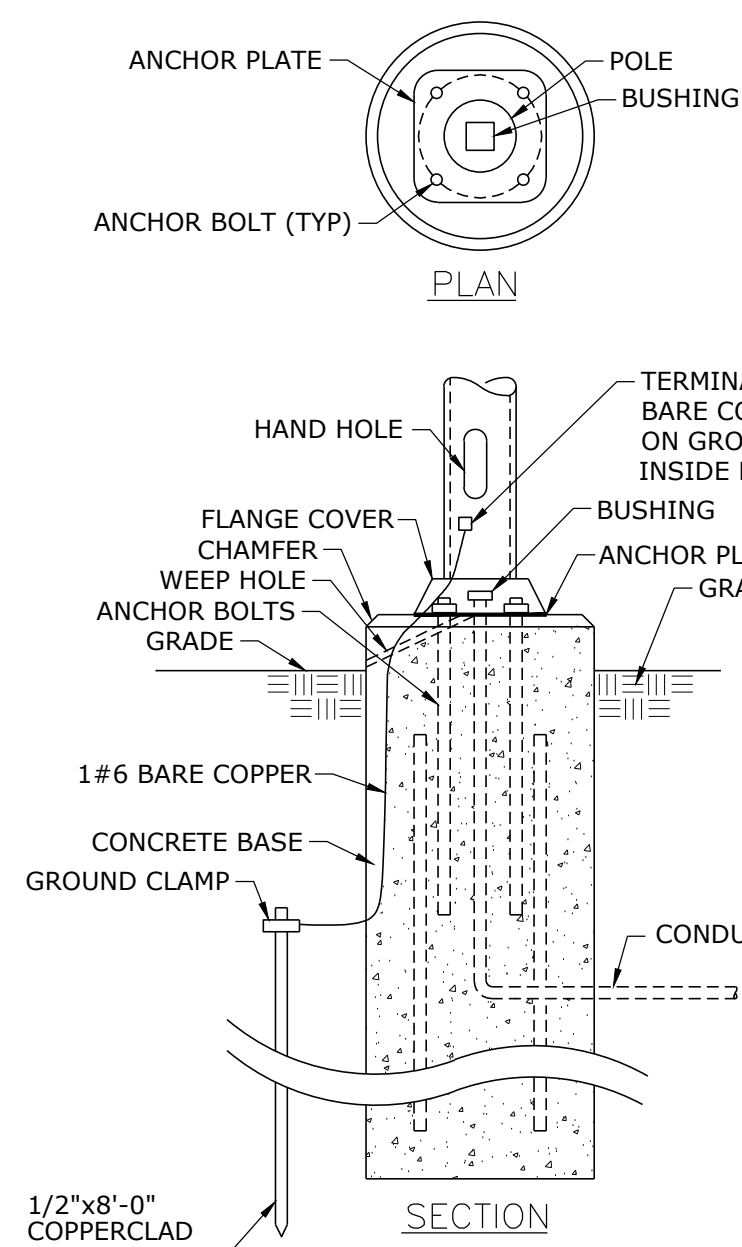


FIXTURE SCHEDULE							
TYPE	IMAGE	DESCRIPTION	MOUNTING	LAMP	VOLTS	MANUFACTURER	V-A
SL3-F		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 3 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 34,800 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	295
SL3-1		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 3 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 19,846 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	171
SL3-1A		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 3 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 15,020 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	124
SL3-2		2-HEAD @ 180 DEGREES APART PARKING LOT EXTERIOR POLE FIXTURE, TYPE 3 DISTRIBUTION, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 19,846 LUMENS (PER HEAD) 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	342
SL4-1		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 4 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 33,065 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	295
SL4-1A		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 4 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 23,364 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	210
SL4-1B		1-HEAD PARKING LOT EXTERIOR POLE FIXTURE, TYPE 4 DISTRIBUTION, SPILL CONTROL OPTICS, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 18,857 LUMENS 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	171
SL5-2		2-HEAD @ 180 DEGREES APART PARKING LOT EXTERIOR POLE FIXTURE, TYPE 5 DISTRIBUTION, 0-10V DIMMING, UL LISTED FOR WET LOCATIONS, ARCHITECT TO SELECT FINISH, 800mA DRIVEN.	POLE 20'-0"	LED 36,652 LUMENS (PER HEAD) 4000K 80+ CRI	120/277	McGRAW-EDISON SERIES GLEON	560
D4		4" DIAMETER RECESSED LED DOWNLIGHT, SEMI-SPECULAR REFLECTOR, INTEGRAL 0-10V / 100-10% DIMMABLE DRIVER, OVERLAP TRIM, ARCHITECT TO SELECT TRIM FINISH, WIDE FLOOD DISTRIBUTION, REGRESSED LENS.	RECESSED GRID OR GYP BY LOCATION	LED 1500 LUMENS 4000K 80+ CRI	120/277	WILLIAMS SERIES 4DR	14
SG-1		DIRECT BURIAL IN-GRADE FLOODLIGHT.	RECESSED GRADE	LED	120/277	KIM LIGHTING SERIES DBF	TBD
W		17"W X 8.5"H X 10.5"D EXTERIOR LED WALL PACK, UL LISTED FOR WET LOCATIONS, INTEGRAL 0-10V / 100-10% DIMMABLE DRIVER, VISUAL COMFORT WIDE DISTRIBUTION, ARCHITECT TO SELECT FINISH.	SURFACE WALL	LED 3000 LUMENS 4000K 80+ CRI	120/277	LITHONIA SERIES WST	30

CALCULATION SUMMARY					
AREA NAME	AVE	MAX	MIN	AVGMIN	MAXMIN
PROPERTY LINE	0.56	6.2	0.0	N/A	N/A
SALES LOT	9.00	15.0	1.8	5.0	8.3
FRONT LINE	19.50	25.0	5.2	3.8	4.8
BACK OF HOUSE	3.40	8.6	0.9	3.8	9.6

NOTES:  
1. ILLUMINANCE VALUES ARE IN FOOTCANDLES.

SITE PLAN - PHOTOMETRIC  
SCALE: 1"=20'-0"



POLE BASE  
NOT TO SCALE



**New Construction**  
Soave Automotive Group  
Lee's Summit, MO

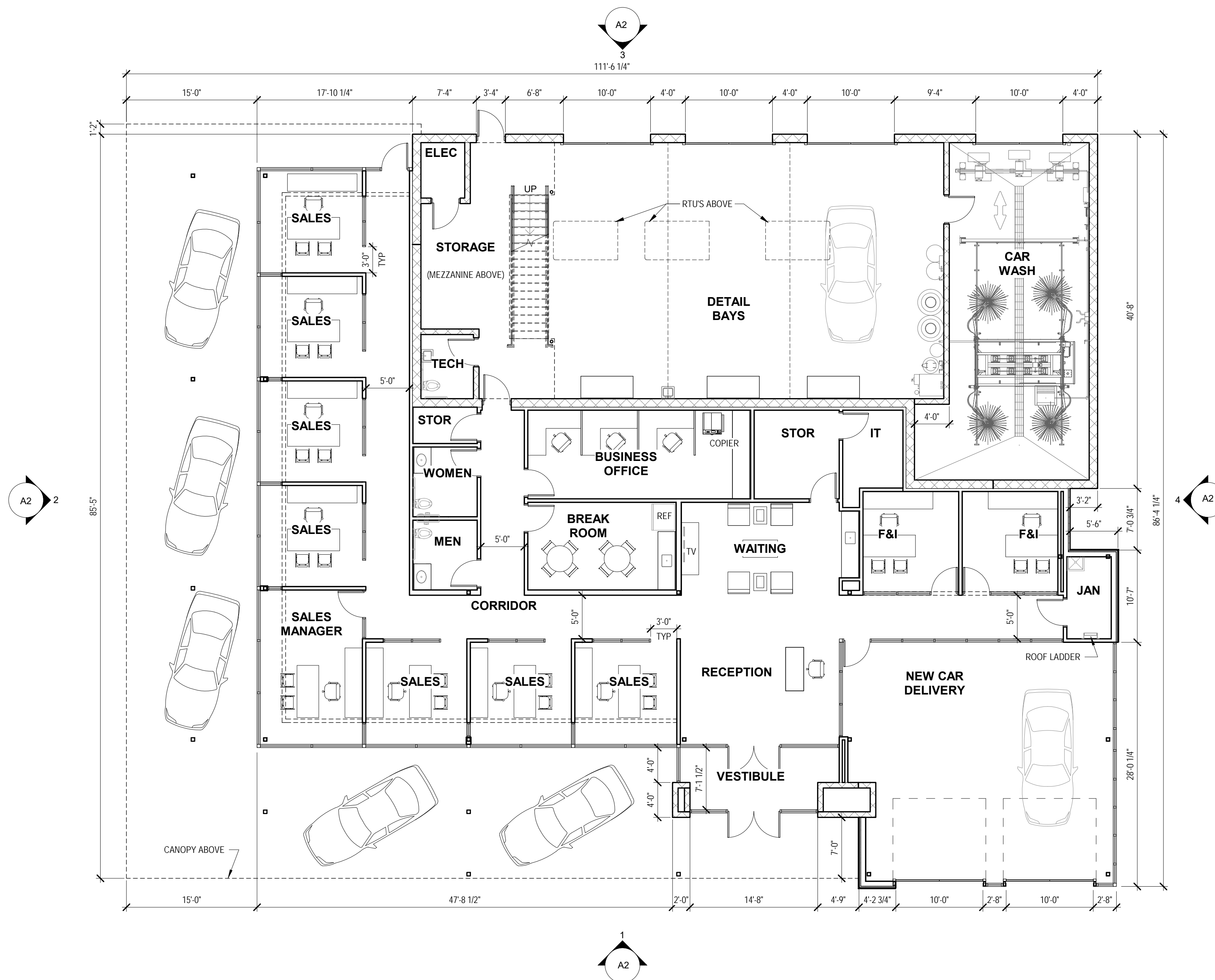
	Revisions:
Project #:	180508

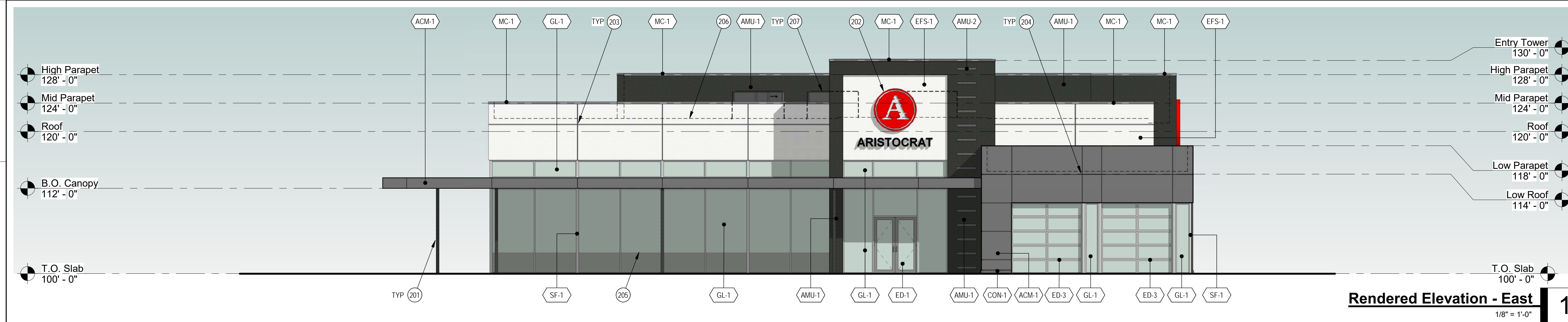
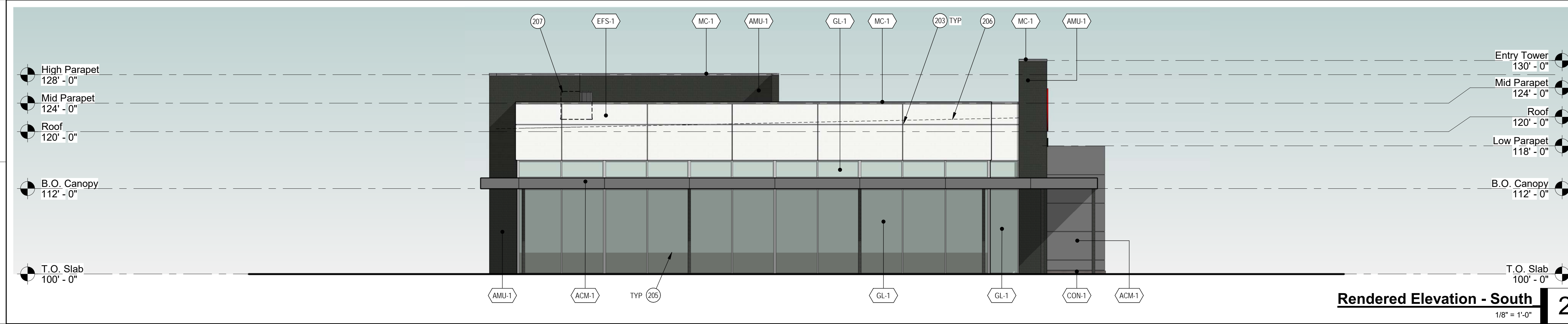
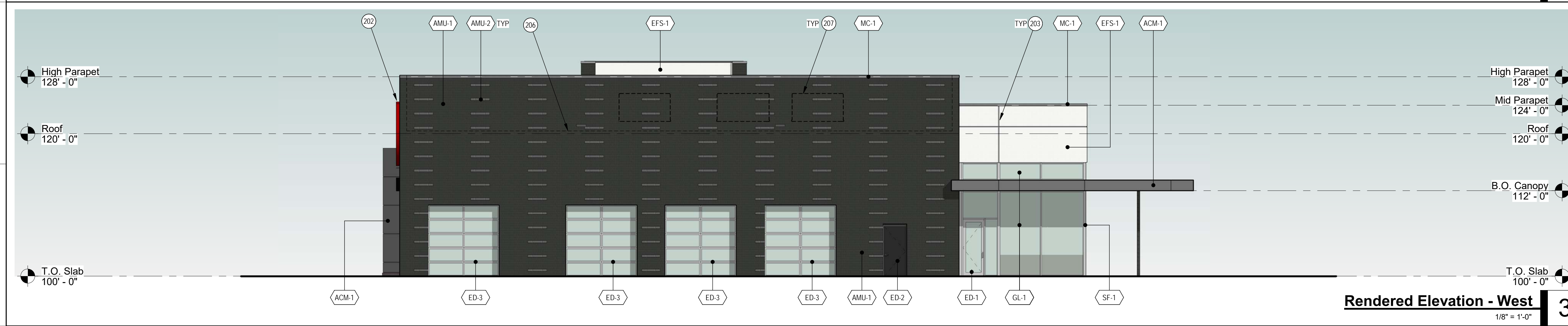
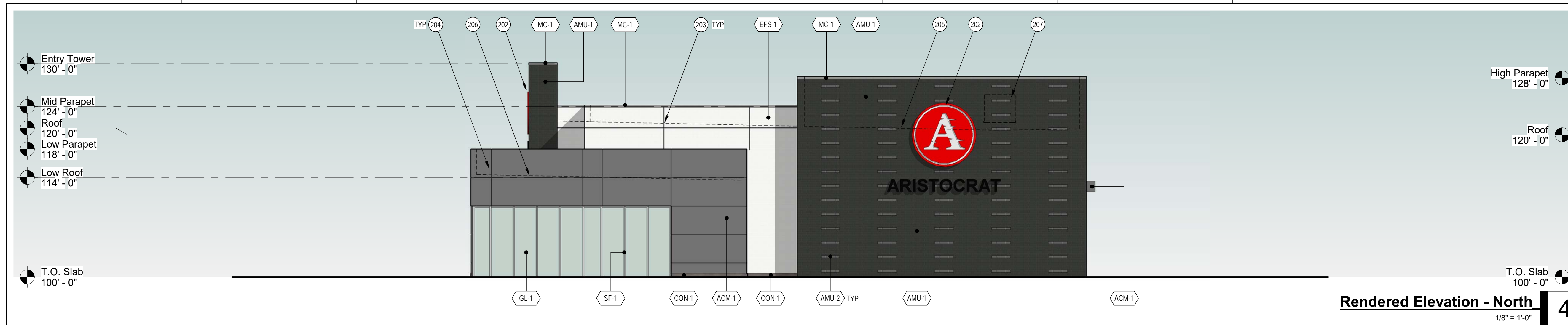
**Preliminary Development  
Plan Resubmittal**

07/15/2019

## FLOOR PLAN

# A1



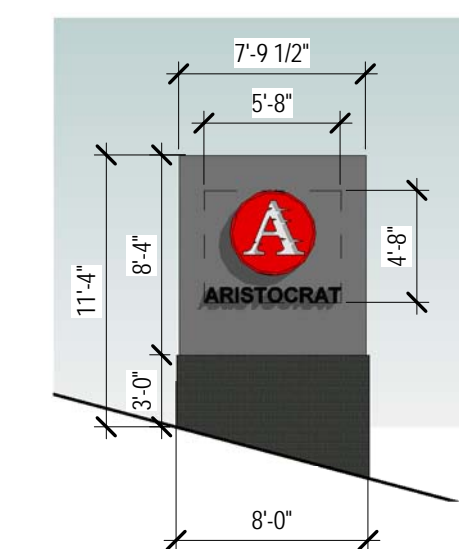


## MATERIALS

ACM-1	ALUMINUM WALL PANEL MANUFACTURER: ALPOLIC COLOR/FINISH: MICA M55 GREY
AMU-1	ARCHITECTURAL MASONRY UNIT 4 X 16 RUNNING BOND MANUFACTURER: YORK BUILDING PRODUCTS COLOR/FINISH: GEMSTONE - MINK (GLOSSY)
AMU-2	ARCHITECTURAL MASONRY UNIT 4 X 16 RUNNING BOND MANUFACTURER: YORK BUILDING PRODUCTS COLOR/FINISH: GEMSTONE - MINK (MATT)
CON-1	CAST IN PLACE CONCRETE WALL CURB COLOR/FINISH: TBD
ED-1	WIDES TILE ALUMINUM STOREFRONT DOOR MANUFACTURER: KAWNEER COLOR/FINISH: (MATCH SF-1 AND GL-1)
ED-2	FLUSH HOLLOW CORE STEEL DOOR WITH HIGH PERFORMANCE COATING COLOR/FINISH: TBD
ED-3	OVERHEAD GLASS AND ALUMINUM FRAME SECTIONAL DOOR MANUFACTURER: TBD COLOR/FINISH: (MATCH SF-1 AND GL-1)
EFS-1	EXTERIOR INSULATED FINISH SYSTEM (EIFS) MANUFACTURER: TBD COLOR/FINISH: FINE TEXTURE - 612 MCWRIGHT
GL-1	CLEAR INSULATED LOW-E GLAZING MANUFACTURER: AGC ENERGY SELECT 40
MC-1	PRE-FINISHED METAL COPING MANUFACTURER: BERRIDGE MFG. COLOR/FINISH: LEAD-COTE
SF-1	ALUMINUM STOREFRONT SYSTEM MANUFACTURER: KAWNEER COLOR/FINISH: CLEAR ANODIZED

## ○ KEYNOTES

201	STRUCTURAL COLUMN WITH HIGH PERFORMANCE COATING COLOR/FINISH: TBD
202	WALL MOUNTED BUILDING SIGNAGE BY OWNER
203	EIFS 'V' GROOVE REVEAL
204	ACM JOINT / REVEAL
205	TRANSLUCENT FILM APPLIED TO LOWER PORTION OF GLAZING
206	LINE OF ROOF BEYOND PARAPET
207	ROOF TOP UNIT (RTU) BEYOND PARAPET



**Monument Sign**  
1/8" = 1'-0"

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ARCHITECTS


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# Aristocrat Pre-Owned Sales Building

## New Construction

Soave Automotive Group

**Lee's Summit, MO**

	Revisions:
Project #:	180508

**Preliminary Development  
Plan Resubmittal**

07/15/2019

## EXTERIOR ELEVATIONS

## A2





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Aristocrat Pre-Owned Sales Building

New Construction

Soave Automotive Group

Lee's Summit, MO



Revisions:

Project #: 180508

Preliminary Development  
Plan Resubmittal  
07/15/2019

EXTERIOR EXHIBITS

A3



## Aristocrat Motors

### Special Use Permit-Automotive Sales

The proposed project, Aristocrat Motors, will be an automotive sales facility on Oldham Parkway, north of the Landmark Skate Center and east of the Super 8 Hotel. The site is currently vacant, but the last use was for modular home sales.

The operation as proposed, will include an sales office, a detailing garage, display area and approximately 149 spaces for displayed vehicles, customers and employees. It is anticipated that the operation hours for the facility will be Monday Through Saturday, 9 am to 7pm, with approximately 20 employees as a maximum, on site at any one time.

The site will include a 7400 sf building, a paved display lot, landscaping and several vehicle display pads.

We believe that we meet the 3 conditions of the UDO, Section 6.105 for automotive sales.

**-2019-203**

**-2019-20**

**RECEIVED**

**JUL 16 2019**

**Development Services**

## Special Use Permits for Car, Truck, Boat & Trailer Sales

Appl. No.	Type of Sales	Applicant/Business	Address	Ord. No.	Ord. Date	Years Granted	Expiration Date	Current Status
PL2019-091	Cars	Lighthouse Automotive	1 SE 30th St	8636	6/4/2019	10	6/4/2029	In effect
PL2018-078	Cars	Fenton Nissan	1001 SE Oldham Pkwy	8436	8/9/2018	20	8/9/2038	In effect
PL2018-034	Cars	McCarthy Chevrolet	1000 SE Century Dr	8396	6/7/2018	13.5	11/17/2031	In effect
PL2017-257	Cars/trucks*	Geunie Auto Repair	520 SW 3rd St.	8382	4/12/2018	5	4/12/2023	In effect
PL2016-218	Cars/trucks	KC Motors	704 and 708 SE Oldham Ct.	8101	2/16/2017	10	2/16/2027	In effect
PL2016-168	Cars	Pinnacle Investments	516 SW 3rd St	8022	11/17/2016	5	12/12/2021	In effect
PL2016-077	Cars*	Midwest Tire Service*	190 NW Oldham Pkwy	7941	8/4/2016	7	4/16/2023	In effect
PL2015-197	Cars	Lee's Summit Honda	301 NE Colbern Rd	7818	2/18/2016	13.5	5/13/2029	In effect
PL2015-181	Cars	Cable Dahmer Kia	400 NE Colbern Rd	7828	3/3/2016	30	3/3/2046	In effect
PL2015-042	Cars	Lee's Summit Subaru	2001 NE Independence	7654	6/18/2015	21	8/17/2036	In effect
PL2015-002	Cars/Trucks	Auto Dreams	1231 SE Century Drive	7607	4/2/2015	10	4/2/2025	In effect
PL2014-155	Cars	HMH Autosport	713 SE M-291 Hwy.	7853	2/19/2015	10	3/3/2025	In effect
PL2014-105	Cars/trucks*	Auto Clinic	957 SE Oldham Pkwy	7552	12/18/2014	10	11/18/2024	In effect
PL2014-004	Cars*	Pit Stop Auto Detailing	1000 SE Blue Pkwy	7445	4/3/2014	10	4/3/2024	In effect
PL2013-134	Cars*	Dad's Garage	1308 SW Market St	7418	1/9/2014	5	1/9/2019	In effect
PL2013-131	Cars	Capital Motors	1703 NE Rice Rd	7411	12/19/2013	10	12/19/2023	In effect
PL2013-114	Cars*	Empire Auto Glass	1300 SW Market St	7383	10/10/2013	5	10/10/2018	In effect
PL2013-094	Cars	Summit Autoplex	712 NW O'Brien Rd	7381	10/10/2013	10	10/10/2023	In effect
PL2013-053	Cars	Volkswagen of Lee's Summit	2225 NE Independence Ave	7352	8/15/2013	20	8/15/2033	In effect
PL2013-014	Cars/Trucks	Instant Auto	2151 NE Independence Ave	7332	5/16/2013	10	5/16/2023	In effect
PL2012-099	Cars*	Sinclair of Lee's Summit	520 SW 3rd Street	7263	12/6/2012	5	12/6/2017	In effect
PL2012-011	Cars*	Roberts Chevrolet	945 SE Oldham Pkwy	7158	3/15/2012	20	11/17/2031	In effect
PL2011-163	Cars	Dave Cross Motors	1120 NW Blue Pkwy	7163	3/22/2012	20	3/22/2032	In effect
PL2011-111	Cars/trucks	Roberts Chevrolet	950 SE Broadway Drive	7111	11/17/2011	20	11/17/2031	In effect
PL2011-097	Cars/trucks*	Jay Hatfield Mobility	1115 SW Oldham Parkway	7106	11/3/2011	7	11/3/2018	In effect
2010-027	Trucks	KC Wholesale	4244 NE Port Drive	6948	6/17/2010	10	6/17/2020	In effect
2009-091	Cars/trucks	KGP Properties, LLC	453 SE Oldham Pkwy	6857	11/19/2009	10	11/19/2019	In effect
2009-059	Boats	Summit Boats and Gear	1012-A NE Jib Court	6836	10/1/2009	10	10/1/2019	In effect
2007-238	Cars/trucks	McLarty Satellite Parking	1101 SE Oldham Pkwy	6581	02/07/2008	12	11/16/2020	In effect
2007-151	Cars/trucks	PRO Leasing Investments, LLC	1343 NW Main Street	6511	10/18/2007	10	10/18/2017	In effect
2007-051	Cars/trucks	Nissan	1025 SE Oldham Pkwy	6426	6/21/2007	20	6/21/2027	In effect
2007-010	Cars/trucks	Bob Sight Ford	607-615 NW Blue Pkwy	6384	4/26/2007	20	4/26/2027	In effect
2006-255	Trailers	Croft Trailer, Inc	2401 SE M-291 Hwy	6327	1/4/2007	20	1/4/2027	In effect
2006-223	Cars	Cooper Auto Service	501 SE Oldham Pkwy	6350	3/1/2007	10	3/1/2017	In effect
2006-149	Cars/trucks	Blue Ridge Mazda	975 SE Oldham Pkwy	6288	10/19/2006	20	10/19/2026	In effect
2006-093	Cars/trucks	Lee's Summit Subaru	2031-2055 NE Independence Ave.	6257	8/17/2006	30	8/17/2036	In effect
2000-095	Cars	Jay Wolfe Dodge	1051 SE Oldham Parkway	5066	11/16/2000	20	11/16/2020	In effect
2000-148	Cars	Ray Adams Toyota	501 NE Colbern Road	5020	8/17/2000	30	8/17/2030	In effect
1999-010	Cars	Stadium Honda	401 NE Colbern Rd.	4782	5/13/1999	30	5/13/2029	In effect

\* Accessory use

Summary:

5 for 30 years 1987-2016 - new car dealerships in 470/Colbern area-Toyota, Honda, Subaru, Kia; plus Dave Cross (on Chipman)

11 for 20 years 2000-2013 - new car dealerships on 50 Hwy-Dodge, Mitsubishi, Mazda, Nissan, Roberts Chevrolet; plus Summit Ford, Croft Trailer, Dave Cross

1 for 21 years 2015

2 for 13.5 years

1 for 12 years 2008

1 for 10 years 2017

15 for 10 years 2004-present - used cars, boats, wholesale, accessory to repair use

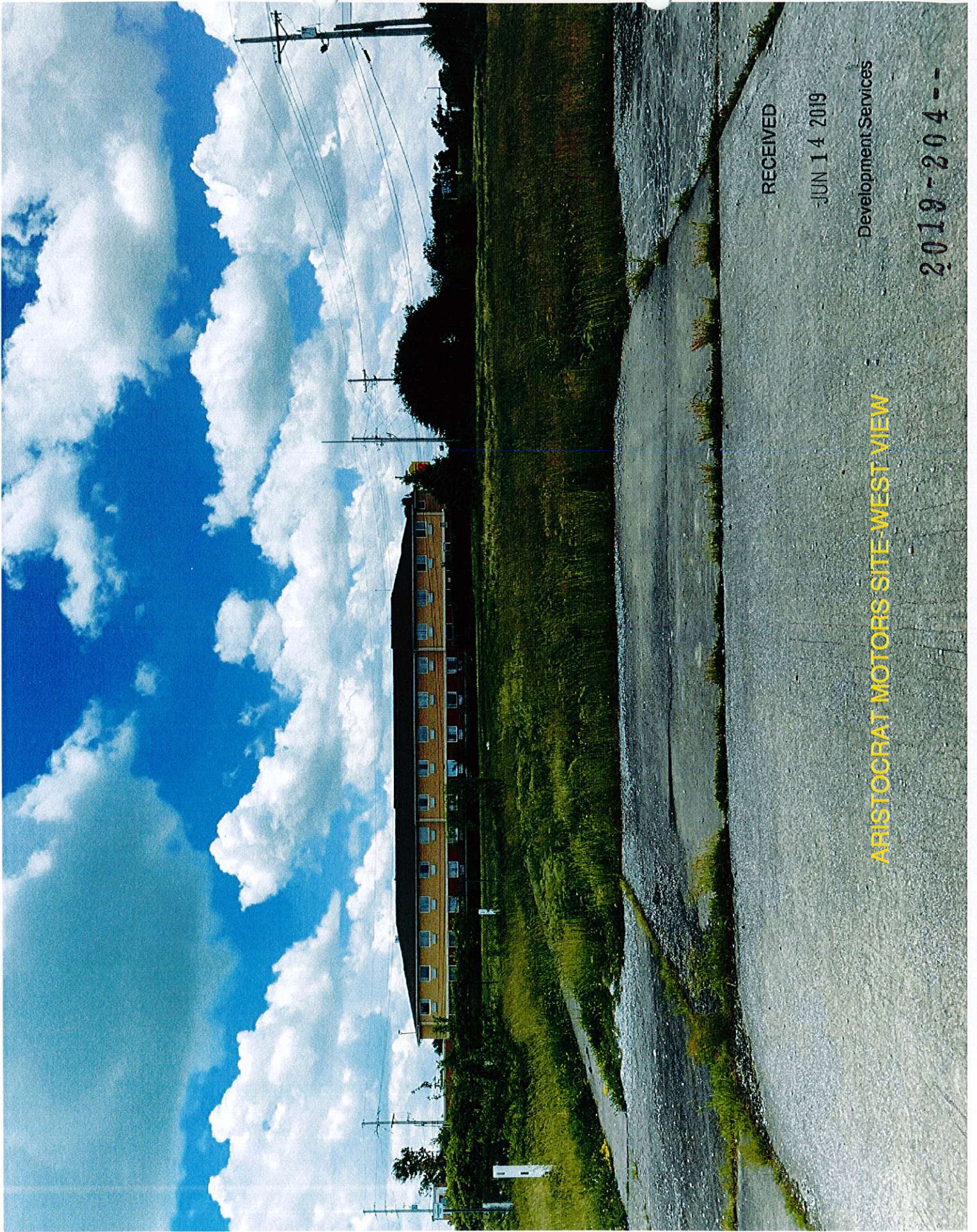
3 for 7 years 2009-2016

1 for 5 years 2016 - used cars

5 for 5 years 2010-2018 - used cars-accessory

1 for 3 years 2013 - used cars





ARISTOCRAT MOTORS SITE WEST VIEW

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JUN 14 2019

Development Services

2019-204--





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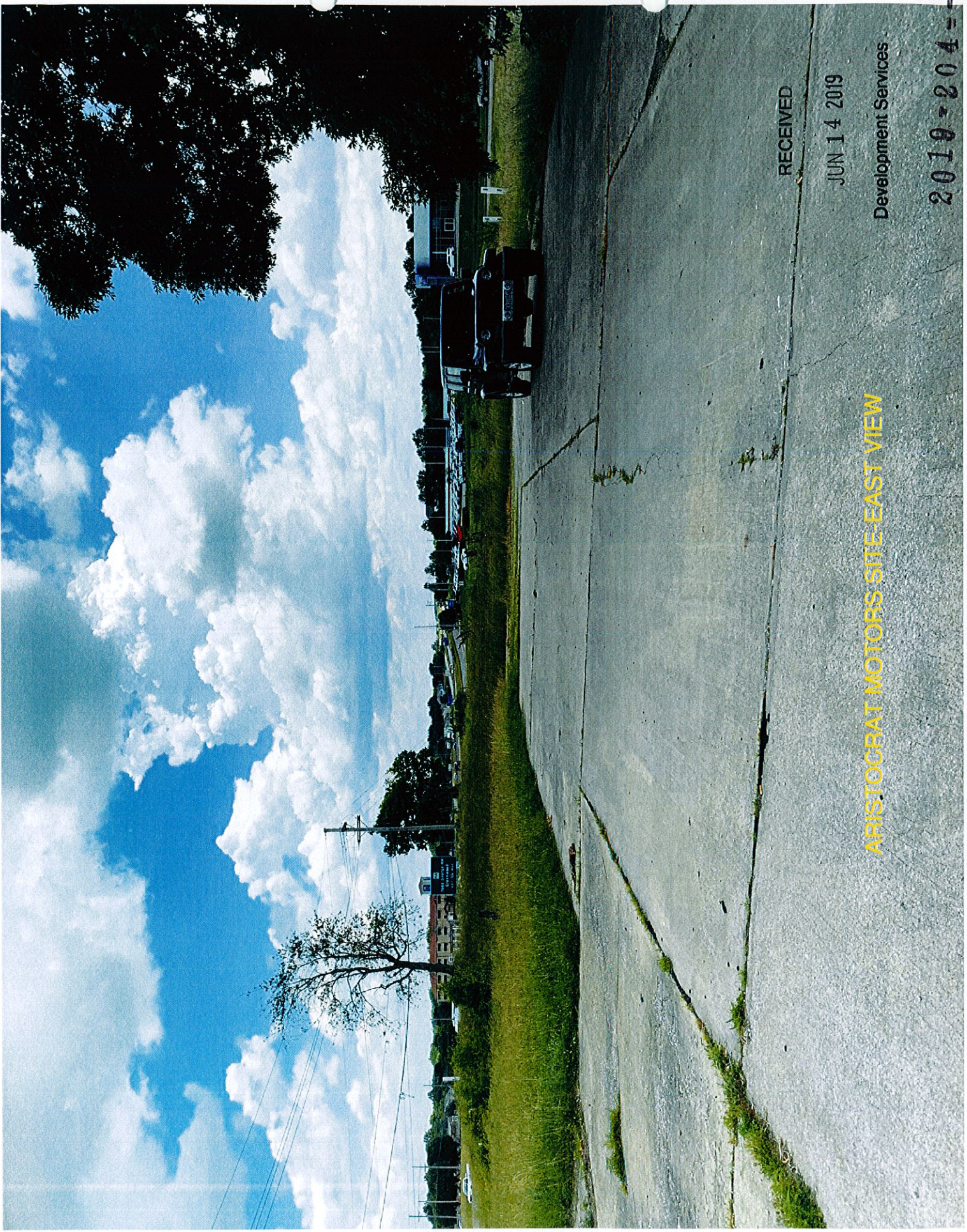
JUN 14 2019

Development Services

ARISTOCRAT MOTORS SITE-NORTH VIEW

2019-204-





ARISTOCRAT MOTORS SITE-EAST VIEW

RECEIVED

JUN 14 2019

Development Services

2010-204-





ARISTOCRAT MOTORS SITE-SOUTH VIEW

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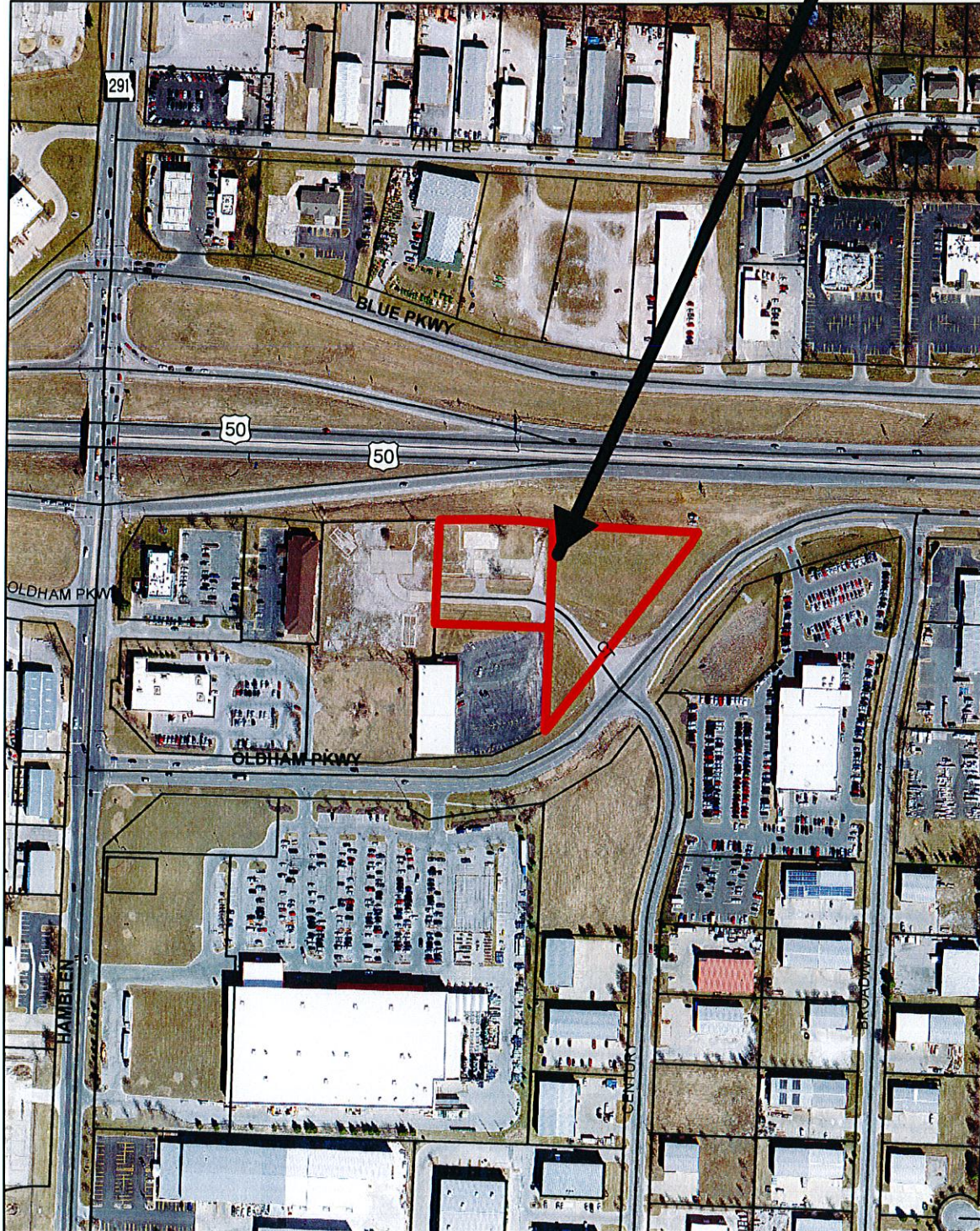
JUN 14 2019

Development Services

2019-204--



**PL2019-204 PRELIM DEV PLAN and  
PL2019-203 SUP  
Artistocrat Motors**





## Packet Information

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**File #:** BILL NO. 19-216, **Version:** 1

---

An Ordinance accepting final plat entitled *Princeton, Lots 1 and 2*, as a subdivision to the City of Lee's Summit, Missouri.

This plat will be held between 1st and second reading until infrastructure is constructed or a form of security has been provided.

Proposed City Council Motion:

I move for second reading of AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED PRINCETON, LOTS 1 AND 2, AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

Joshua Johnson, Assistant Director of Plan Services  
Denise Heintz, Lee's Summit Senior Community, LLC



## **BILL NO. 19-216**

---

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED PRINCETON, LOTS 1 AND 2, AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application PL2019-211, submitted by Lee's Summit Senior Community, LLC, requesting approval of the final plat entitled "Princeton, Lots 1 and 2", was referred to the Planning Commission as required by Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; and,

WHEREAS, the Planning Commission considered the final plat on August 22, 2019, 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 "Princeton, Lots 1 and 2" is a subdivision in part of the Southwest Quarter of Section 10, Township 47N, Range 31W, in Lee's Summit, Missouri more particularly described as follows:

### BOUNDARY DESCRIPTION

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

COMMENCING at the Northwest corner of the Southwest Quarter of Section 10, Township 47 North, Range 31 West, said point also lying on the centerline of Westbound U.S. Route 50 right of way, as established in MoDOT Job No. J4P1191, dated 12/14/98; thence South 87 degrees 49 minutes 47 seconds East, on the North line of said Southwest Quarter, and on said centerline, a distance of 1938.21 feet to a point; thence South 02 degrees 10 minutes 13 seconds West, departing said North line and said centerline, a distance of 246.56 feet to a point on the South line of said U.S. Route 50 right of way, as established in said MoDOT Job No. J4P1191, dated 12/14/98, the POINT OF BEGINNING; thence South 87 degrees 48 minutes 47 seconds East, on said South line, a distance of 375.44 feet to a point; thence South 82 degrees 16 minutes 26 seconds East, continuing on said South line, a distance of 72.52 feet to a point; thence North 79 degrees 54 minutes 16 seconds East, continuing on said South line, a distance of 94.02 feet to a point; thence South 87 degrees 48 minutes 47 seconds East, continuing on said South line, a distance of 162.49 feet to a point on the East line of said Southwest Quarter; thence South 02 degrees 13 minutes 14 seconds West, departing said South line, on said East line, a distance of 769.10 feet to the Northeast corner of Princeton Heights 3rd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence North 87 degrees 51 minutes 04 seconds West, departing said East line, on the North line of said Princeton Heights 3rd Plat, and on the North line of Princeton Heights 2nd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri, a distance of 701.97 feet to a point; thence North 02 degrees 13 minutes 14 seconds East, departing said North line, a distance of 756.57 feet to the POINT OF BEGINNING, containing 533,062 Square Feet or 12.2374 Acres, more or less.

## **BILL NO. 19-216**

---

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 "Princeton, Lots 1 and 2".

SECTION 3. That the roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares shall be dedicated as depicted on the plat. The City Council hereby authorizes the Director of Development Services, on behalf of the City of Lee's Summit, Missouri, to accept the land or easements dedicated to the City of Lee's Summit for public use and shown on the accompanying plat, upon the subdivider filing and recording a final plat in accordance with Article 7, Subdivisions, Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; which plat shall conform to the accompanying plat, and hereby authorizes acceptance of the public improvements required by this ordinance and Article 7 of the UDO of the City, upon the Director of Public Works certifying to the Director of Development Services and the City Clerk that the public improvements have been constructed in accordance with City standards and specifications.

SECTION 4. That the approval granted by this ordinance is done under the authority of Section 89.410.2 of the Revised Statutes of Missouri and Section 7.340 of the UDO because all subdivision-related public improvements required by the UDO have not yet been completed. In lieu of the completion and installation of the subdivision-related public improvements prior to the approval of the plat, the Proprietor has, in accordance with Section 7.340 of the UDO, deposited an **irrevocable Standby Letter of Credit, Bond, or Cash** to secure the actual construction and installation of said public improvements, and the City hereby accepts same. No building permit shall be issued until the required public improvements are available to each lot for which a building permit is requested in accordance with the Design and Construction Manual.

SECTION 5. That an easement shall be granted to the City of Lee's Summit, Missouri, to locate, construct and maintain or to authorize the location, construction, and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, telephone, cable TV, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as "Utility Easements" (U.E.) or within any street or thoroughfare dedicated to public use on this plat. Grantor, on behalf of himself, his heirs, his assigns and successors in interest, 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.

## **BILL NO. 19-216**

---

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 "Princeton, Lots 1 and 2", attached hereto and incorporated herein by reference.

SECTION 10. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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





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

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## Development Services Staff Report

<b>File Number</b>	PL2019-211 – FINAL PLAT – Princeton, Lots 1 and 2
<b>Applicant</b>	Lee's Summit Senior Community, LLC
<b>Property Address</b>	1701 SE Oldham Pkwy and 1051 SE Princeton Dr.
<b>Planning Commission Date</b>	August 22, 2019
<b>Heard by</b>	Planning Commission and City Council
<b>Analyst</b>	Jennifer Thompson, Senior Planner
<b>Checked By</b>	Hector Soto, Jr., AICP, Planning Manager Kent Monter, PE, Development Engineering Manager

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### Public Notification

Pre-application held: winter of 2019  
Neighborhood meeting conducted: March 4, 2019  
Newspaper notification published on: n/a  
Radius notices mailed to properties within 185 feet on: n/a  
Site posted notice on: n/a

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### Table of Contents

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

### Attachments

Final Plat, date stamped July 24, 2019—1 page  
Location Map

## 1. Project Data and Facts

Project Data	
Applicant/Status	Lee's Summit Senior Community, LLC/applicant
Applicant's Representative	Denise Heintz
Location of Property	Generally located at the southeast corner of SE Ranson Rd. and SE Oldham Pkwy.
Size of Property	12.2374 Acres
Zoning	CP-2 (Community Commercial District)
Comprehensive Plan Designation	Retail
Procedure	<p>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.</p> <p><b>Duration of Validity:</b> 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.</p> <p>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.</p> <p>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.</p>

Current Land Use
Vacant Land

Description of Applicant's Request
This application is for the final plat of <i>Princeton Lots 1 and 2</i> . The proposed final plat consists of 2 lots on 12.2374 acres. The proposed final plat is substantially consistent with the approved preliminary plat.

## 2. Land Use

Description and Character of Surrounding Area
The property is generally located the southeast corner of SE Ranson Rd and SE Oldham Pkwy. The property is surrounded by vacant/undeveloped land to the east and west, a hospital and senior living

facility to the north (across U.S. Highway 50), and immediately to the south is the Princeton Heights single-family residential subdivision.

**Adjacent Land Uses and Zoning**

<b>North:</b>	Across U.S. Hwy 50 – hospital and senior living facility/ CP-2
<b>South:</b>	<i>Princeton Heights</i> single-family residential subdivision / R-1
<b>East:</b>	Vacant ground, unplatted / AG
<b>West:</b>	Vacant ground , unplatted/ CP-2

**Site Characteristics**

The property is an undeveloped/unplatted lot located on the south side of SE Oldham Pkwy and east of SE Ranson Rd. along the U.S. Highway 50 corridor. The property is a relatively level piece of ground, similar in character to a farm field with an existing row of trees along the eastern property line.

**Setbacks**

<b>Yard</b>	<b>Proposed</b>	<b>Required</b>
Front	15'	15'
Side	20' (Lot1) and 10' (Lot 2)	20' (Lot 1) and 10' (Lot 2)
Rear	20'	20'

**3. Unified Development Ordinance (UDO)**

<b>Section</b>	<b>Description</b>
4.050	CP-2 (Community Commercial Zoning District)
7.140, 7.150	Final Plats

The final plat consists of a parcel of land that is to be platted into two (2) lots, the remaining tract to the west will remain unplatted. A senior living community has been proposed and preliminarily approved on Lot 1 consisting of three (3) interconnected buildings, totaling approximately 159,645 sq. ft. The proposed facility is an allowed use as a special use permit under the UDO and is the same proposal under the approved preliminary plat, preliminary development plan, and special use permit.

**4. Comprehensive Plan**



Focus Areas	Goals, Objectives & Policies
Economic Development	Objective 2.1 Objective 2.2 Objective 2.3
Overall Area Land Use	Objective 1.1 Objective 1.2 Objective 1.3
Commercial Development	Objective 4.1 Objective 4.2 Objective 4.3

The Comprehensive Plan shows the area as retail. Staff supports the plan. The final plat does not compromise the ability to implement and/or achieve any policies, goals or objectives outlined in the Comprehensive Plan for providing quality development. Facilities such as these meets current and future demand and provides a long-term positive impact as the community ages.

## 5. Analysis

### Background and History

This application is for the final plat of *Princeton, Lots 1 and 2*, located generally at the southeast corner of SE Ranson Rd. and SE Oldham Pkwy. The proposed final plat consists of two (2) lots on 12.2374 acres. The proposed final plat is substantially consistent with the approved preliminary plat.

- 2 lots on 12.2374 acres
- April 4, 1995 – The City Council approved a rezoning (Appl. #1995-008) from AG to C-1 (now CP-2) – on land located at the southeast corner of 50 Highway and Ranson Road, by Ordinance No. 4115. (An associated site plan was submitted for approval, however the site plan was denied; the rezoning was approved).
- April 9, 2019 – The City Council approved a preliminary development plan (Appl. #PL2019-017), located generally at the southeast corner of SE Ranson Rd. and SE Oldham Pkwy, for the proposed Lee's Summit Senior Living Facility, by Ordinance No. 8612.
- April 9, 2019 – The City Council approved a special use permit (App. #PL2019-018) for the Lee's Summit Senior Living Facility, by Ordinance No. 8613.

### **Subdivision-Related Public Improvements**

In accordance with UDO Section 7.340, 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.

- April 4, 1995 – The City Council approved a rezoning (Appl. #1995-008) from AG to C-1 (now CP-2) – on land located at the southeast corner of 50 Highway and Ranson Road, by Ordinance No. 4115. (An associated site plan was submitted for approval, however the site plan was denied; the rezoning was approved).
- April 9, 2019 – The City Council approved a preliminary development plan (Appl. #PL2019-017), located generally at the southeast corner of SE Ranson Rd. and SE Oldham Pkwy, for the proposed Lee's Summit Senior Living Facility, by Ordinance No. 8612.
- April 9, 2019 – The City Council approved a special use permit (App. #PL2019-018) for the Lee's Summit Senior Living Facility, by Ordinance No. 8613.

### **Compatibility**

The proposed final plat consists of two (2) lots on 12.2374 acres, located along the U.S. Highway 50 corridor. The proposed final plat is substantially consistent with the approved preliminary plat. The proposed senior living facility, to be located on Lot 1, is compatible with the hospital and senior living uses to the north and is a natural transition to the single-family residential subdivision to the immediate south.

### **Adverse Impacts**

The proposed plat will not negatively impact the use or aesthetics of any neighboring property, nor does it negatively impact the health, safety and welfare of the public.

### **Public Services**

Public facilities and services will be constructed and made available as part of the plan to meet the demand for services generated by the proposed use.

### **Recommendation**

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

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

### **Standard Conditions of Approval**

1. All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final plat and approved prior to the approval of the final plat. All public infrastructure must be substantially complete, prior to the issuance of any building permits.
2. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the associated engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance permit).

3. All subdivision-related public improvements must have a Certificate of Final Acceptance prior to approval of the final plat, unless security is provided in the manner set forth in the City's Unified Development Ordinance (UDO) Section 7.340. If security is provided, building permits may be issued upon issuance of a Certificate of Substantial Completion of the public infrastructure as outlined in Section 1000 of the City's Design and Construction Manual.
4. The As-graded Master Drainage Plan shall be submitted to and accepted by the City prior to the issuance of a Certificate of Substantial Completion and prior to the issuance of any building permits for the development.
5. 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.
6. All ADA sidewalk ramps shall be constructed by the developer at the time the street is constructed.
7. 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 7.340.
8. The developer shall execute a mutually satisfactory development agreement with the City, which addresses, at a minimum, any required offsite water, sanitary and road improvements. No building permits shall be issued for any structure in the development until written proof is provided to the City that the development agreement has been recorded in the Jackson County Recorder's Office.



Final Plat  
Princeton, Lots 1 and 2  
An unplatted tract of land lying in the Southwest Quarter of Section 10, Township  
47 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri

Property Description

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

COMMENCING at the Northwest corner of the Southwest Quarter of Section 10, Township 47 North, Range 31 West, said point also lying on the centerline of Westbound U.S. Route 50 right of way, as established in MoDOT Job No. J4P1191, dated 12/14/98; thence South 87 degrees 49 minutes 47 seconds East, on the North line of said Southwest Quarter, and on said centerline, a distance of 1938.21 feet to a point; thence South 02 degrees 10 minutes 13 seconds West, departing said North line and said centerline, a distance of 246.56 feet to a point on the South line of said U.S. Route 50 right of way, as established in said MoDOT Job No. J4P1191, dated 12/14/98, the POINT OF BEGINNING; thence South 87 degrees 48 minutes 47 seconds East, on said South line, a distance of 375.44 feet to a point; thence South 82 degrees 16 minutes 26 seconds East, continuing on said South line, a distance of 72.52 feet to a point; thence North 79 degrees 54 minutes 16 seconds East, continuing on said South line, a distance of 94.02 feet to a point; thence South 87 degrees 48 minutes 47 seconds East, continuing on said South line, a distance of 162.49 feet to a point on the East line of said Southwest Quarter; thence South 02 degrees 13 minutes 14 seconds West, departing said South line, on said East line, a distance of 769.10 feet to the Northeast corner of Princeton Heights 3rd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence North 87 degrees 51 minutes 04 seconds West, departing said East line, on the North line of said Princeton Heights 3rd Plat, and on the North line of Princeton Heights 2nd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri, a distance of 701.97 feet to a point; thence North 02 degrees 13 minutes 14 seconds East, departing said North line, a distance of 756.57 feet to the POINT OF BEGINNING, containing 533,062 Square Feet or 12.2374 Acres, more or less.

Dedication

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying Plat, which subdivision shall be hereafter known as "Princeton, Lots 1 and 2".

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, 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 Easement" (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 527.188, RSMo. (2006), any right to request restoration of rights previously transferred and vacation of the easement herein granted.

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 structures for sanitary sewer, upon, over, or under those areas outlined or designated upon this plat as "Sanitary Sewer Easement" (S/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 527.188, RSMo. (2006), any right to request restoration of rights previously transferred and vacation of the easement herein granted.

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 structures for storm sewer, surface drainage channel, any or all of them, upon, over, or

Execution

OWNER of Lots 1 & 2: Central Bank of the Midwest, a Corporation, formerly known as Metcalf Bank

In testimony whereof, the OWNER of Lots 1 & 2, Central Bank of the Midwest, a Corporation, formerly known as Metcalf Bank, has caused this instrument to be executed by a duly authorized representative of said corporation, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Signature Printed Name, Title

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )SS:

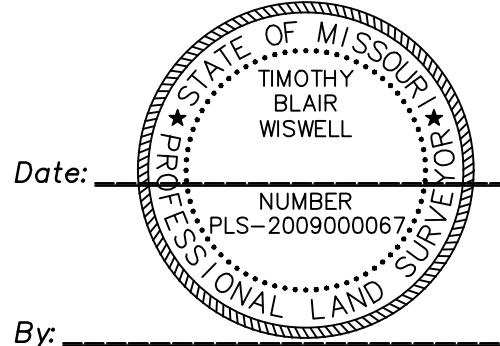
BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said County and State, came \_\_\_\_\_ who is personally known to me to be the person who executed the foregoing instrument of writing on behalf of said Central Bank of the Midwest, a Corporation.

In witness whereof, I have hereunto set my hand and affixed my seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

Certification

I hereby certify that the within Final Plat of "Princeton, Lots 1 and 2", a subdivision, is based on an actual survey made by me or under my direct supervision and that survey meets or exceeds the current "Missouri Standards for Property Boundary Surveys" as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors in Division 2030 - Chapter 16 (20 CSR 2030-16). I further certify that the bearings shown on this plat are based on the State Plane Coordinate System of Missouri, Western Zone of the North American Datum of 1983; that the section and section subdivision corner monuments and survey boundary corner monuments were either found or set as indicated on this plat; that I have complied with all State and Jackson County Statutes, ordinances, and regulations governing the practice of Surveying and the platting of subdivisions to the best of my professional knowledge and belief.



Date: \_\_\_\_\_  
By: Timothy Blair Wiswell, MO PLS No. 2009000067  
Olsson, LC-366  
twiswell@olsson.com

Approvals

This is to certify that the within plat "Princeton, Lots 1 and 2" was submitted to and duly approved by the Mayor and City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Ordinance No. \_\_\_\_\_

William A. Baird - Mayor Trisha Fowler Arcuri - City Clerk

George M. Binger III, P.E. - City Engineer

Ryan A. Elam, PE - Director of Development Services Dana Arth - Planning Commission Secretary

Approved by the Assessor's Office of Jackson County, Missouri.

under those areas outlined or designated upon this plat as "Drainage Easement" (D/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 527.188, RSMo. (2006), any right to request restoration of rights previously transferred and vacation of the easement herein granted.

A private easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of pipes, inlets, manholes, surface drainage facilities, underground detention and other similar facilities, upon, over and under those areas outlined and designated on this plat as "Best Management Practices Easement" (BMP), is hereby granted to all lots within this subdivision and to all future lots within this subdivision.

The sanitary, storm, and water utilities not installed within the utility easements, and contained within this plat, are private utilities and shall be owned and maintained by the property owner.

Roads, streets and drives shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

Building Lines

Building lines or setback lines are hereby established, as shown on the accompanying plat, and no building or portion thereof shall be built between this line and the lot line nearest thereto.

Surveyor's Notes

- Basis Of Bearings: Held the West line of the Southwest Quarter of Section 10, Township 47 North, Range 31 West at S02°12'18"W, Missouri Coordinate System 1983, West Zone. Distances shown hereon are ground distances in US Survey feet
- Subject Property lies within "Zone X - Areas determined to be outside the 0.2% annual chance floodplain," according to the FEMA Flood Insurance Rate Map Number 29095C0439G, Map Revised January 20, 2017.
- Subject Property contains 533,062 Square Feet or 12.2374 Acres, more or less.
- Access to U.S. Route 50 is prohibited.
- To date, Subject Property contains no visible evidence of abandoned oil or gas wells located within the property boundary identified in "Environmental Impact Study of Abandoned Oil and Gas Wells in Lee's Summit, Missouri", by Edward Alton May, Jr., dated 1995.
- Individual Lot Owners shall not change or obstruct the drainage flow lines on the lots unless specific application is made and approved by the City Engineer.
- Subject Property meets or exceeds the current standards for "Urban" Class Property Surveys, as defined by the Department of Insurance, Financial Institutions and Professional Registration, Division 2030, Chapter 16, Title 20 CSR 2030-16-040 - Accuracy Standards for Property Boundary Surveys, Effective June 30, 2017.
- Subject Property is a portion of the Parent Tracts contained in Instrument Numbers 2010E0048281 and 2010E0048282.

Lot Summary Table			
Lot 1	455,406 S.F.	10.4547 Ac.	
Lot 2	30,129 S.F.	0.6916 Ac.	
SE Princeton Drive R/W	47,527 S.F.	1.0911 Ac.	
Total	533,062 S.F.	12.2374 Ac.	

MO DJNR JA-45: KC Metro Aluminum GRS Disk Set in Concrete 3"± below Pavement on the Shoulder of SE Ransom Road Stamped "JA-45" (2003 Adjustment) N: 303273.664m E: 863885.886m Grid Factor: 0.9998986

Point Table		
POINT #	Grid Northing (m)	Grid Easting (m)
1	303619.966	863893.539
2	303522.506	864480.978
3	303518.139	864595.318

Point Table		
POINT #	Grid Northing (m)	Grid Easting (m)
4	303515.168	864617.218
5	303520.191	864645.428
6	303518.301	864694.915

Point Table		
POINT #	Grid Northing (m)	Grid Easting (m)
7	303284.077	864685.833
8	303292.099	864472.044
9	302814.204	863862.516

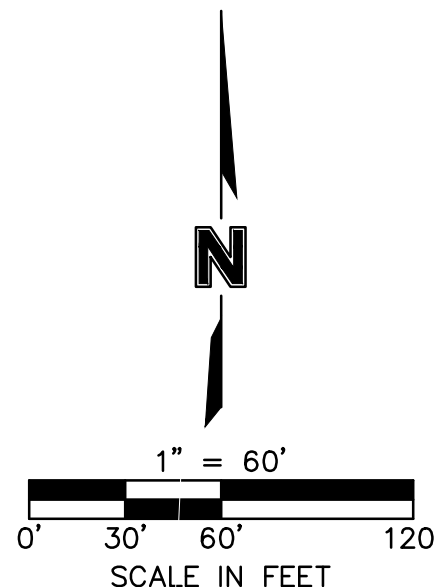
Property Owner: Central Bank of the Midwest, Formerly Known as Metcalf Bank, 609 NE 291 Hwy Lee's Summit, Missouri 64086 Telephone: (816) 525-5300  
Lee's Summit Senior Community, LLC 5051 S. National Avenue, Ste 4-110 Springfield, Missouri 65810 Telephone: (417) 893-6006  
Prepared For: Olsson  
Prepared By: Olsson  
7301 W. 133rd Street, Suite 200 Overland Park, Kansas 66213 Telephone: (913) 381-1170

Final Plat  
Princeton, Lots 1 and 2  
An unplatted tract of land lying in the Southwest Quarter of Section 10, Township 47 North, Range 31 West  
Lee's Summit, Jackson County, Missouri

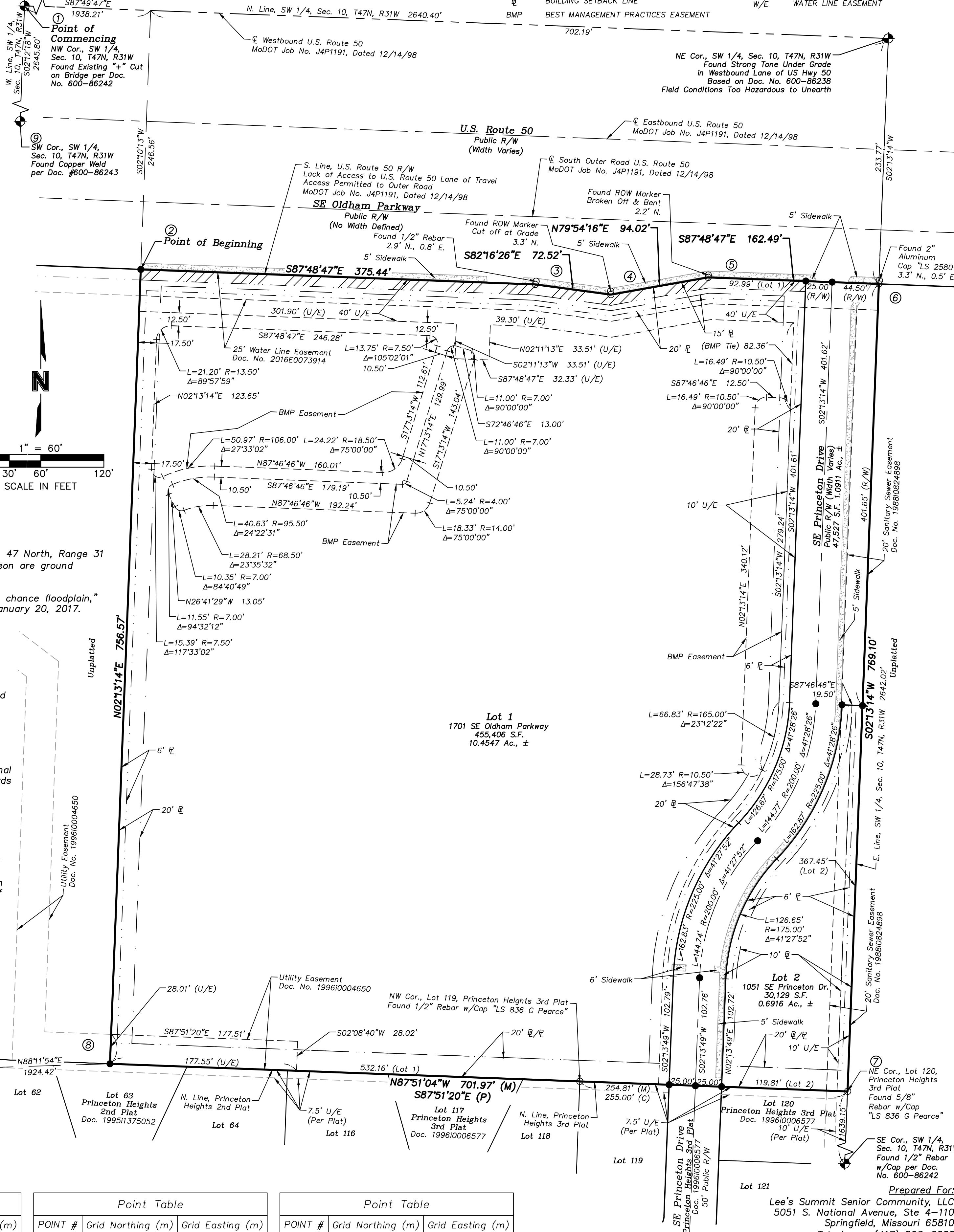
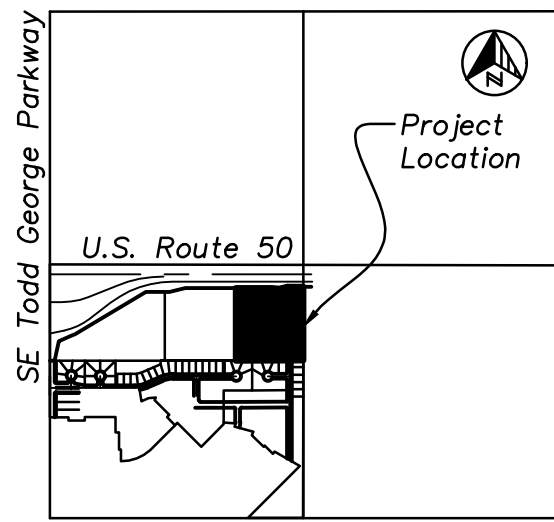
drawn by: MJB  
checked by: TBW  
approved by: TBW  
QA/QC by: TBW  
project no.: 018-1450  
drawing no.: V 13 81450  
date: 2019.06.05

SHEET  
1 of 1

Section 10, T47N, R31W  
VICINITY MAP  
Scale: 1" = 2000'

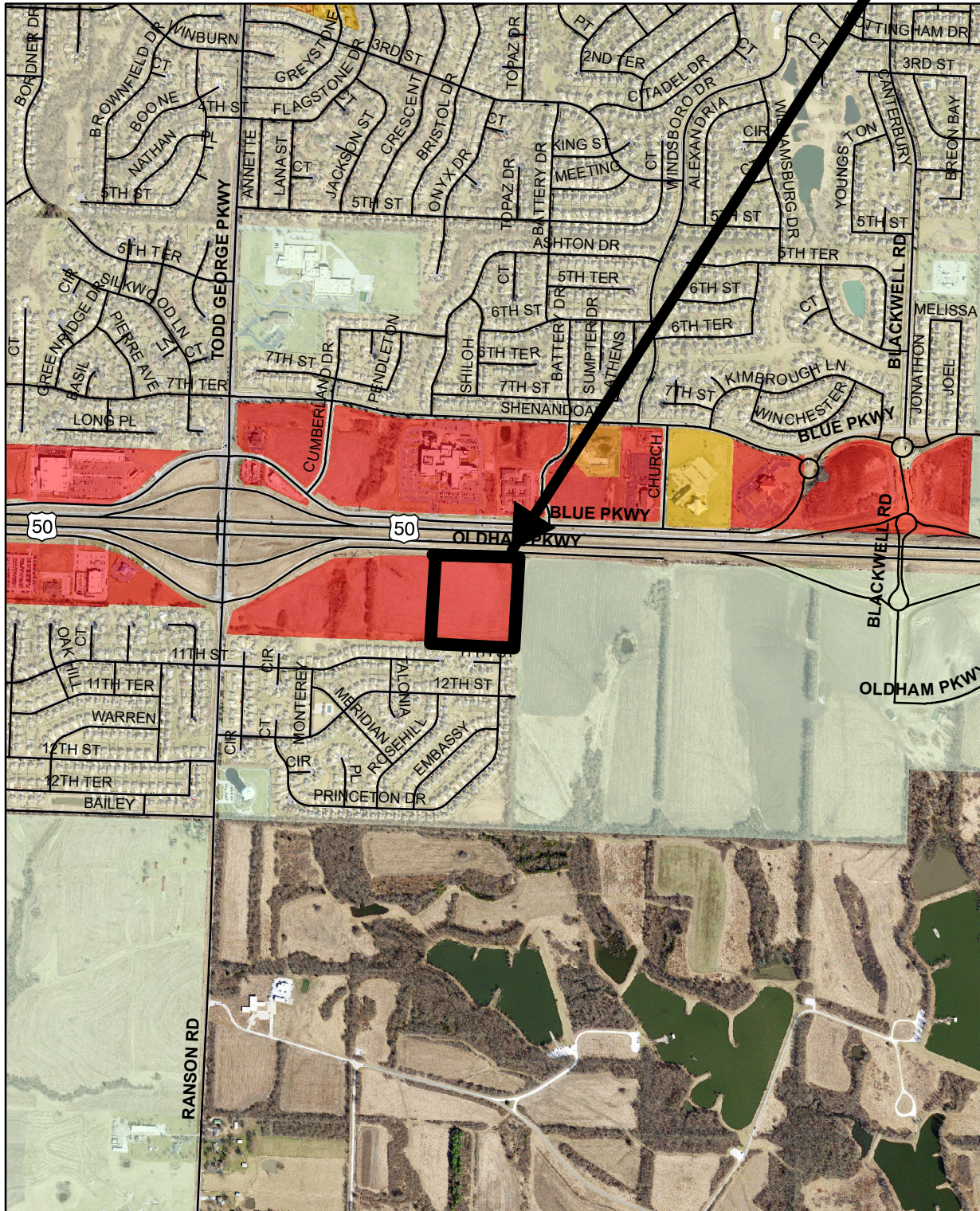


LEGEND		
SECTION CORNER	D/E	DRAINAGE EASEMENT
SET 5/8"x24" REBAR W/ALUMINUM CAP "LC 366"	LIMITS OF NO ACCESS TO RIGHT OF WAY	
FOUND MONUMENT AS NOTED	P	PARKING SETBACK LINE
(M) MEASURED DIMENSION - THIS PLAT	R/W	RIGHT OF WAY
(P) PREVIOUSLY PLATTED DIMENSION	S/E	SANITARY SEWER EASEMENT
(C) CALCULATED DIMENSION FROM RECORD	Public R/W	PUBLIC SIDEWALK
(D) PREVIOUSLY DEEDED DIMENSION	U/E	UTILITY EASEMENT
BMP	W/E	WATER LINE EASEMENT
BMP		BEST MANAGEMENT PRACTICES EASEMENT





**PL2019-211-FINAL PLAT**  
**PRINCETON, LOTS 1 AND 2**  
**1701 SE OLDHAM PKWY AND 1051 SE PRINCETON DR.**





## Packet Information

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**File #:** BILL NO. 19-217, **Version:** 1

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An Ordinance amending the Schedule of Fees and Charges for the City of Lee's Summit to establish a card payment service fee.

The City adopted a consolidated Schedule of Fees and Charges by the adoption of Ordinance No. 4634 in 1998 for the purpose of providing clarity for the staff and the public with respect to the various fees and charges of the City. Any amended fees or additional fees require amendment or repeal and replacement of the Schedule of Fees and Charges.

This amendment allows the City to impose a service fee of up to 3% on any payments made to the City by use of a credit or debit card. It is anticipated that the City will apply such a fee at a level of 2.25% based on our banking contract with US Bank that was approved by Ordinance No. 8686 in July, 2019. The calculation of the fee level is contingent on the size and volume of card transactions and therefore subject to some adjustment over time. The cap on the service fee allows the City to apply the most advantageous rate available.

The City previously adopted a 2.5% service fee charge that applied to Jackson County property tax payments collected in our Treasury operation. Approval of this amendment will apply to the Jackson County property tax payments as well as to other card payment processes throughout the City. It is not yet certain that the City will be able to impose the fee on every payment processing mechanism since there are numerous software applications used throughout the City's operations and each is governed by a separate agreement with its own terms and conditions. In addition, the Municipal Court is restricted by State Court Operating Rule 21. We anticipate that we will apply the fee beginning November 1 to those operations where immediately feasible. That timing will allow for a period of approximately 30 days to provide notice to the City's customers. Other applications will be reviewed to determine when and how we can apply the service fee.

It is estimated that the imposition of the service fee will save the City approximately \$480,000 annually with around \$353,000 saved in Water Utilities, \$70,000 in Parks and Recreation, and \$57,000 in the General Fund operations.

**Recommendation:**

Approve submitting for second reading an Ordinance amending the Schedule of Fees and Charges for the City of Lee's Summit to establish a card payment service fee

Bette Wordelman, Finance Director



## **BILL NO. 19-217**

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AN ORDINANCE AMENDING THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT, MISSOURI TO ESTABLISH A CARD PAYMENT SERVICE FEE TO TAKE EFFECT OCTOBER 1, 2019.

WHEREAS, the City of Lee's Summit has various fees and charges that were adopted in the past by ordinance or resolution, and in 1998 the City adopted Ordinance No. 4634, which established a Schedule of Fees and Charges that consolidated all City fees and charges into a comprehensive list; and,

WHEREAS, since adoption of Ordinance No. 4634, the Schedule of Fees and Charges has been updated numerous times through the adoption of ordinances that amended the Schedule of Fees and Charges; and,

WHEREAS, the most recent revision to the Schedule of Fees and Charges was passed on March 29, 2019 pursuant to Ordinance No. 8592; and,

WHEREAS, in order to ensure clarity for the staff and the public with respect to the fees and charges of the City, it is the desire of the City to amend the current schedule by creating a new payment card service fee applicable to those card payments where it is feasible to apply such a fee.

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

SECTION 1. The Schedule of Fees and Charges, attached hereto as Exhibit A and incorporated herein by reference, be and hereby is approved and shall be effective October 1, 2019 upon signature by the Mayor at which date it shall supersede all prior versions of the Schedule of Fees and Charges..

SECTION 2. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 3. 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.

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

---

*Mayor William A. Baird*

ATTEST:

---

*City Clerk Trisha Fowler Arcuri*

**BILL NO. 19-217**

---

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*

FY20 Schedule of Fees and Charges
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Effective July 1, 2019
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Changes Effective October 1, 2019
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Airport
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**FBO Offices in Administration Building**

\$1.44/sq.ft.

Office-Z.04 188 sqft

\$270.00

Office-Z.05 216 sqft

\$311.00

Office-Z.03 120 sqft

\$172.00

Other Rental Space Per sf in Admin Bldg

**Modular Units Rental Rates**

\$1.29/sq.ft.

**Office-A:** 121 sqft

\$156.00

**Office-B:** 121 sqft

\$156.00

**Office-C:** 154 sqft

\$198.00

**Office-D:** 205 sqft

\$264.00

**Office-E:** 152 sqft

\$196.00

**Office-F:** 49 sqft

\$63.00

**Office-G:** 294 sqft

\$379.00

**Hangar 1 Office Rental Rates:**

\$1.99/sq.ft.

**East Office 156 sqft**

\$310.00

**West Office 138 sqft**

\$274.00

**North Office 94 sqft**

\$187.00

**Tows**

Tow

\$20.00

Fork Lift

\$45.00



Effective July 1, 2019

Changes Effective October 1, 2019

**Hangar Rental Fees (rounded to the nearest dollar)**

F-Building, Electric doors - 53.5' x 48' "T"	\$651.00
(F) End Units Stores Rooms - 340' Extra Space	\$165.00
G-Building, Electric Doors - 41.5' x 33' "T"	\$403.00
(G) End Unit Store Rooms - 375' Extra Space	\$169.00
H-Building, Electric Doors - 41.5' x 33' "T"	\$403.00
(H) End Units Store Room - 375' Extra Space	\$169.00
P-Building electric doors - 60' x 60' "T"	\$1,912.00
Extra Jumbo Electric doors - 52' x 50' "T"	\$595.00
(A) End Units, 320' Extra space	\$668.00
J-Building-Aircraft Maintenance Facility	\$2,518.00
Jumbo Electric Doors - 50' x 40' "T"	\$450.00
(A) End Units, 250' Extra Space	\$542.00
Middle, Electric doors - 41' x 34'	\$409.00
(A) End Units, 160' Extra space	\$454.00
North, Electric Doors - 41' x 32' "T"	\$359.00
(A) End Units, 320' Extra space	\$453.00
North, Electric Doors - 42' x 33' "T"	\$385.00
(A) End Units, 160' Extra space	\$423.00
(B) End Units, 320' Extra space	\$489.00
Kingsize, Electric Doors - 40' x 29' "T"	\$338.00
(A) End Units, 160' Extra space	\$377.00
End Units, 320' Extra space	\$423.00
(W) Building, Electric Doors - 42' x 32' "T"	\$403.00
(W) End Units Store Room - 375' Extra Space	\$169.00
X-Building, Electric Doors - 42' x 32' "T"	\$403.00
(X) End Unit Store Rooms - 375' Extra Space	\$169.00
W or X Hangar Unit Rates for Displaced Customers From L-Hangars	\$357.00
W or X Hangar Unit Rates for Displaced Customers From S-Hangars	\$302.00

		Effective July 1, 2019	Changes Effective October 1, 2019
W or X Hangar Unit Rates for Displaced Customers From Open-T-Hangars		\$192.00	
<b>Hangar 1 Rental Monthly Rental Rates</b>			
Single Engine Piston Aircraft		\$525.00	
All other aircraft (Fee based on area occupied by aircraft)		\$500.00-\$2,000.00	
<b>Monthly Electrical Fees</b>			
Air Compressor		\$9.00/ month	
Fan		\$3.00/ month	
Heater Portable		\$55.00/ month	
Refrigerator		\$16.00/ month	
<b>Overnight Tie-Down Fees</b>			
Single Engine Turbo Prop and Single/Multi Engine Piston Aircraft		\$20.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more	
ME Turbo Props and Jets		\$125.00 per night; 1st night waived with 60 gallon purchase; 2nd night waived with purchase of 120 gal or more	
Helicopter		\$20.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more	
<b>Lavatory and Ground Service</b>			
Lavatory Service		\$65.00	
Ground Power Unit		\$65.00	

		Effective July 1, 2019	Changes Effective October 1, 2019
<b>Preheats</b>			
	Single Piston Engine	\$45.00	
	Twin Piston Engine	\$55.00	
<b>De-Ice Service</b>			
	Initial Fee	\$150.00	
	De-Ice Fluid	De-ice fluid prices are at cost.	
<b>Ramp Service Fees for Transient Aircraft</b>			
	Piston Engine(s)	\$15.00 if no fuel purchase	
	Jet/Turbo-Prop Aircraft	\$100.00 or 50 gallons fuel purchase	
	Helicopter	\$15.00 if no fuel purchase	
	Minimum Fuel Service Fee	\$500.00	
<b>Hangar 1 Minimum Fuel Service Fee</b>			
	Piston Aircraft 250 gal/year	\$500.00	
	Jet-A Turbo Prop and Helicopters 900 gal/year	\$1,200.00	
	Jet Aircraft 1800 gal/year	\$2,400.00	
<b>Other Services</b>			
	Ramp Tie-down	\$62.00 per month	
	Trash Service	\$65.00	
<b>Transient Overnight and Day Hangar Fees (Non Heated)</b>			
	Single engine piston/turbo-prop and Helicopters (less than 8,000 pounds)	\$50.00 per night	
	Multi-engine piston	\$75.00 per night	
	Multi-engine turbo props and jet aircraft	\$225.00 per night	



		Effective July 1, 2019	Changes Effective October 1, 2019
<b>Transient Overnight and Day Hangar Fees (Heated Hangar)</b>			
	Single engine piston/turbo-prop and Helicopters	\$75.00 per night	
	Multi-Engine Piston	\$100.00 per night	
	Multi-engine Turbo Props and Jet Aircraft	\$225.00 per night	
<b>Fuel Prices</b>			
	100 Low Lead	Fuel prices are determined by cost plus up to \$2.00 per gallon markup	
	Jet A	Fuel prices are determined by cost plus up to \$4.00 per gallon markup	
	Unleaded	Fuel prices are determined by cost plus up to \$2.00 per gallon markup	
<b>Facility Fee</b>			
	Hangar 1 Event Rental	\$625.00/use	
	After Hours	\$115.00	
	Rekeying Fee	\$125.00	
	Snow Removal Fee	\$125.00/snow fall event/per request for private hangars	
	No Call - No Show Upon Special Snow Removal Request	\$250.00	
<b>Animal Control Fees</b>			
	Administrative Fee- Spay-Neuter under Section 5-137	\$50.00	
	Breeder Permit	\$350.00 per breeder	
	Litter Permit	\$20.00 per litter	
	Hobby-Kennel or Hobby-Cattery Avocation Permit	\$40.00	
	Deceased Animal disposal fee	\$12.50/ animal	
<b>Dog &amp; Cat License</b>			
	Spayed or Neutered	\$10.00	
	Unaltered - 1st year of life	\$10.00	
	Unaltered - 2nd or subsequent year of life	\$45.00	
	<b>Lifetime license - Spayed or neutered dogs &amp; cats only</b>	\$50.00	
	*Penalty after May 1st	\$1.00	
	**Replacement tag	\$1.00	
<b>Impoundment - Dog &amp; Cat</b>			
	Daily Boarding Fee	\$20.00	
		\$10.00 / day	

	Effective July 1, 2019	Changes Effective October 1, 2019
<b>Impoundment of any animal - <i>other than a dog or cat</i>:</b>		
Large animals	\$25.00	
Small animals	\$10.00	
<b>Daily Feeding fee</b>		
Large animals	\$8.00/ day	
Small animals	\$5.00/ day	
<b>Adoption Fees:</b>		
female cats^	\$95.00	
male cats^	\$95.00	
^Cat adoption fee is broken down as follows: spay or neuter (\$60.00); rabies vaccination (\$15.00); Microchip (\$10.00); Administrative Fee (\$10.00)		
male dogs^^	\$115.00	
female dogs^^	\$115.00	
^^Dog adoption fee is broken down as follows: spay or neuter (\$80.00); rabies vaccination (\$15.00); Microchip (\$10.00); Administrative Fee (\$10.00)		

	Effective July 1, 2019	Changes Effective October 1, 2019
<b>Cemetery</b>		
Cremation Grave Space	\$500.00	
Grave Space	\$1,000.00	
Grave Opening, Weekday	\$800.00	
Grave Opening, Weekend/Holiday	\$950.00	
Double Deep Grave Opening (first opening added to grave opening charge)	\$50.00	
Infant Grave Opening, Weekday	\$300.00	
Infant Grave Opening, Weekend/Holiday	\$450.00	
Cremation Grave Opening, Weekday	\$300.00	
Cremation Grave Opening, Weekend/Holiday	\$450.00	
Columbarium Opening, Weekday	\$300.00	
Columbarium Opening, Weekend/Holiday	\$450.00	
Columbarium Niche 104 Serpentine	\$2,000.00	
Columbarium Double Niche	\$4,000.00	
Flagging Fee, Weekday	\$50.00	
Flagging Fee, Weekend/Holiday	\$75.00	
Monument foundations, footings adult (minimum \$115.20)	\$0.40/ square inch	
Monument foundations, footings infant (smaller than 2')	\$50.00	
Purchase of unused grave (by City)	\$76.00	
<b>Court</b>		

Credit Card convenience fee

Court Automation fee

Ticket Surcharge

Court Fees are established by State Statutes. For more information regarding court fees. Please visit <http://www.cityofls.net/Municipal-Court/Fines-and-Fees/Violations-and-Fees.aspx>



**Development Services****COMMERCIAL ACTIVITIES**

Addition to Commercial	0.4% of project construction valuation
Alteration to Commercial	0.4% of project construction valuation
Addition/Alteration to Multi-family	0.4% of project construction valuation
Change of Tenant	0.4% of project construction valuation
New Commercial	0.4% of project construction valuation
New Multi-Family	0.5% of project construction valuation
New Commercial Shell Building	0.4% of project construction valuation
New Tenant Finish	0.4% of project construction valuation
Partial Commercial	0.4% of project construction valuation

**RESIDENTIAL ACTIVITIES**

Addition/Alteration 3 or 4 family	0.35% of project construction valuation
Addition/Alteration Duplex	0.35% of project construction valuation
Addition/Alteration Single family	0.35% of project construction valuation
New 3 or 4 family	0.35% of project construction valuation
New Duplex	0.35% of project construction valuation
New Single family	0.35% of project construction valuation
Partial Residential	0.35% of project construction valuation

**MISCELLANEOUS CONSTRUCTION ACTIVITIES AND OTHER FEES**

Addition/Alteration to other	0.15% of project construction valuation
Move	0.5% of project construction valuation
New other	0.45% of project construction valuation
Repair/replace/upgrade	0.7% of project construction valuation
Demolition permit	\$30.00
Minimum permit fee	\$30.00
Board of Appeals	\$300.00
3rd and subsequent inspections or "Not Ready" fee	\$50.00 per inspection (when inspector arrives on site and the work is not ready to be inspected).
After hours inspections	\$50.00 / hour
Sidewalk Deposits	\$25.00 / linear foot
Code Abatement Services	Actual cost(s) for contracted service(s) + \$100.00 Administrative charge & \$28.00 filing fee
Lien Release Electronic Filing Fee	\$28.00
Water Test Fee	\$100.00 per sample
Engineering Plan Review and Inspection Fee	3% of project construction valuation*

\*The value used for determining the Engineering Plan Review and Inspection (EPRI) Fee under the Public Works section of the Schedule of Fees. It is determined by using: A) the "Engineering Estimate of Probable Construction Cost" as provided by a Development Applicant, which shall be verified by City Staff to ensure the values used by the Engineer for labor and material are current and accurate and that quantities are correct; or B) the Contract amount shown in the Development Applicant's Contract for the Project. The Project Construction Valuation will only be based upon the method shown in Subsection (B), if City Staff and the Development Applicant cannot agree on the proper amount by application of Subsection (A).

**Grading (Land Disturbance) Permit**

1 acre and less	\$200.00
Greater than 1 acre up to 3 acres	\$400.00
Greater than 3 acres up to 5 acres	\$600.00
Greater than 5 acres up to 15 acres	\$800.00
Greater than 15 acres up to 25 acres	\$1,000.00
Greater than 25 acres up to 50 acres	\$1,200.00
Greater than 50 acres	\$1,400.00

Effective July 1, 2019

Changes Effective October 1, 2019

**LICENSING FEES**

Business Licenses	\$50.00 Flat fee
Penalty on Business License	5% per month delinquent (25% max)
Contractor License	\$25.00

**PLANNING FEES****Commercial Rezoning and Preliminary Development Plan**

Commercial Rezoning and Preliminary Development Plan, less than 5 acres	\$2800.00 + two legal notice publishing charge
Commercial Rezoning and Preliminary Development Plan, more than 5 acres	\$3600.00 + two legal notice publishing charge
Commercial Preliminary Development Plan, less than 5 acres	\$1800.00 + two legal notice publishing charge
Commercial Preliminary Development Plan, more than 5 acres	\$2400.00 + two legal notice publishing charge

**Comprehensive Plan and Other Plan Documents**

Comprehensive Plan Book	\$25.00
Comprehensive Plan on CD-ROM	\$15.00
Colored Comprehensive Plan Map only	based on size-see GIS fees under "Miscellaneous"

Comprehensive Plan Book including all appendices	\$120.00
Downtown Master Plan	\$25.00
M-150/M-291 Corridor Plan	\$25.00

**Final Development Plan (Residential or Commercial)**

Staff Review FDP 0-5 acres	\$600.00
Staff Review FDP over 5 acres	\$1,000.00

**Legal notice publishing charge (required for all Public Hearing applications)** \$165.00 per legal notice publishing charge

**Maps**

Maps using Engineering Copier - 24x36"	\$5.00
Maps using Engineering Copier - 36x48" or larger	\$10.00
Maps from GIS using plotter	based on size-see GIS fees

**Plans and Studies**

Historic Preservation Plan	\$20.00
Cultural Resources Study	\$20.00
Downtown Market Study	\$10.00
Downtown Traffic and Parking Study	\$20.00

**Residential Rezoning & Preliminary Development Plan**

Rezoning with no PDP (AG, RDR & R-1 only)	\$700.00 + two legal notice publishing charge
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	Effective July 1, 2019	Changes Effective October 1, 2019
Residential Rezoning and Preliminary Development Plan, less than 5 acres	\$2400.00 + two legal notice publishing charge	
Residential Rezoning and Preliminary Development Plan, more than 5 acres	\$3000.00 + two legal notice publishing charge	
Residential Preliminary Development Plan - 0-5 acres	\$1600.00 + two legal notice publishing charge	
Residential Preliminary Development Plan - over 5 acres	\$2000.00 + two legal notice publishing charge	
<b>Sign Permits</b>		
Sign Permit - permanent signs	\$100.00	
Sign Permit - electric	\$100.00 + Minumum Permit Fee (See Codes Administration fees)	
Sign Permit - temporary	\$50.00	
Sign Permit - incidental signs	\$50.00	
<b>Subdivision Plats (Residential or Commercial)</b>		
Preliminary Plat	\$700.00 + \$ 3.00 per lot	
Minor Plat	\$600.00	
Final Plat	\$700.00 + \$3.00 per lot	
<b>Unified Development Ord. (UDO)</b>		
Paper	\$20.00	
CD ROM	\$10.00	

Effective July 1, 2019

Changes Effective October 1, 2019

**Request to Amend Unified Development Ordinance (non-City initiated)**

Request to CEDC	\$100.00
Public Hearing Legal Notice to Paper	\$330.00

**Miscellaneous Permits and Fees**

Banners on streetlight poles	\$50.00 application fee
Sign Application for Planning Commission action	\$200.00
Special Use Permit - In-Home Renewals only	\$300.00 + legal notice publishing charge
Special Use Permit (Residential or Commercial)	\$900.00 + legal notice publishing charge
Street Name Change Application	\$100.00 + legal notice publishing charge
Vacation of Right-of-Way	\$100.00 + legal notice publishing charge

Vacation of Utility Easement	\$100.00
Zoning Approval Form for Business license	no charge
Zoning Confirmation letter	\$100.00
Zoning Variance (Board of Adjustments)	\$300.00 + legal notice publishing charge

**Economic Development**

**In-House Economic Development Legal Counsel hourly rate:** \$190.00 per hour

**TIF Plans:**

Legal Costs – Actual costs incurred by the Law Department based on the applicable In-House Economic Development Legal Counsel hourly rate. This amount will be charged to the Special Allocation Fund for the applicable TIF plan.

Finance Department Costs – Actual costs incurred by the Finance Department based on applicable hourly rates. This amount will be charged to the Special Allocation Fund for the applicable TIF plan.

**Community Improvement Districts:**

Legal Costs – Actual costs incurred by the Law Department based on the applicable In-House Economic Development Legal Counsel hourly rate. This amount will be charged to the fund managed by the by the Finance Department for the applicable CID.

Finance Department Costs – Actual costs incurred by the Finance Department based on applicable hourly rates. This amount will be charged to the fund managed by the Finance Department for the applicable CID.

**Transportation Development Districts:**

Legal Costs – Actual costs incurred by the Law Department based on the applicable In-House Economic Development Legal Counsel hourly rate. This amount will be charged to the fund managed by the by the Finance Department for the applicable TDD.

Finance Department Costs – Actual costs incurred by the Finance Department based on applicable hourly rates. This amount will be charged to the fund managed by the Finance Department for the applicable TDD.



**Fees and Charges for Tax Abatement Approvals:**Application Fee:

0.10% of the proposed amount of the bonds, with \$1,000 minimum and \$3,000 maximum.

Application Fee shall be annual; if final action on an Application does not occur within one year, a new and updated Application shall be filed together with payment of new Application Fee.

Issuance Fee: The applicant shall pay an issuance fee to the City at closing of the transaction according to the following schedule:

Principal Amount	Fee
Under \$1,000,000	\$4,000
\$1,000,000 to \$5,000,000	\$4,000 + \$1 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$8,000 + \$0.75 per \$1,000 over \$5,000,000
\$10,000,000 to \$50,000,000	\$11,750 + \$0.25 per \$1,000 over \$10,000,000
Over \$50,000,000	\$21,750 + \$0.15 per \$1,000 over \$50,000,000

**Fire Department**

Advanced Life Support 1	\$1,089.00 resident / \$1,452.00 non-resident
Advanced Life Support 2	\$1,249.00 resident / \$1,626.00 non-resident
Basic Life Support (non-life threat)	\$944.00 resident / \$1,336.00 non-resident
Intra-City Hospital to Hospital Transfer	\$472
Lee's Summit Medical Center	
St. Luke's East	
Truman Medical Center- Lakewood	
Mileage	\$17.50 per mile
Standby Emergency Equipment	
Ambulance	\$150.00/ hour
Fire Truck	\$250.00/ hour

Effective July 1, 2019		Changes Effective October 1, 2019
<b>Maps and GIS</b>		
<b>Standard Map^</b>		
Hardcopy (Plotter - B&W or color)		
8.5 x 11	\$9.65	
11 x 17	\$10.55	
17 x 22	\$12.36	
22 x 34	\$15.97	
33 x 44	\$22.76	
^Fee includes \$8.75 for 15 minutes of labor. Additional copy of map will be at base price (less labor).		
<b>Custom map*</b>		
Hardcopy (Plotter - B&W or Color)		
8.5 x 11	\$18.40	
11 x 17	\$19.30	
17 x 22	\$21.11	
22 x 34	\$24.72	
33 x 44	\$31.51	
Custom size (36 x 48-60)	\$17.50 + \$1.39 per square foot	
*Fee includes \$17.50 for 30 minutes of labor. Additional time required will be billed at \$35.00 / hour in 30 minute increments. Additional copy of map will be at base price (less labor).		
<b>Miscellaneous</b>		
<del>Credit Card Convenience Fee for Property Tax Payments</del>	<del>2.5% of total bill</del>	
<b>Card Payment Service Fee</b>		Percentage amount not to exceed 3%
Fees for Special Events (as defined in the UDO Article 11)		
Application Fee	\$50.00	
Fee for City services for special event of one (1) day or less	\$250.00	
Fee for City services for special event of two (2) days	\$500.00	
Fee for City services for special event of three (3) or more days	\$1,500.00	
Fee for City services for 5K run on established route (maps of established routes are available from the Police Department)		
Route 1 (downtown area)	\$1,000.00	
Route 2 (Ward Road area)	\$400.00	
Route 3 (Legacy Park & Blackwell area)	\$500.00	
Route 4 (Jefferson Street and Stuart Road area)	\$600.00	

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Effective July 1, 2019

Changes Effective October 1, 2019

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Fee for City Services for athletic events, on a route approved by City Council or City staff (not on a pre-established route for 5K runs): actual cost of service, with estimated amount, determined by City staff, to be paid prior to the event, and the difference to be reimbursed by the City or paid by the applicant following the event

Access and Search Fee	\$25.00/ hour
Application Fees:	
Cable Franchise processing fee	\$5,000.00 + \$200.00/ 1000 population Maximum \$20,001
Telecommunications services ROW use agreement processing fee	\$2,000.00 + \$100.00/ 1000 population Maximum \$5,001.00
Application Fee for Collocation of Small Wireless Facility on City Pole without Installation/Modification/Replacement of City Pole	\$100.00/per pole listed in Application
Application Fee for Collocation of Small Wireless Facility on Utility Pole with Installation/Modification/Replacement of Utility Pole in the Right-of-Way	\$500.00/per pole listed in Application
Rate for Collocation of Small Wireless Facility to City Pole	\$150.00/per year/per pole
Code of Ordinances (paper copy)	\$165.00
Fireworks Sales Permit Fee	\$275.00
Misc. Permits	\$100.00
Penalty on Pet License	\$1.00
Photocopies	\$0.10/ page + any applicable access & search fee



		Effective July 1, 2019	Changes Effective October 1, 2019
<b>Police</b>			
Alarm		\$25.00 One-time Registration Fee and \$10.00 Yearly Renewal Fee	
Fingerprints		\$5.00/ 3 cards resident or \$10.00/ 3 cards non-resident	
Hourly services		\$30.00/ hr +\$10.00/hr if police vehicle is used	
<b>Records Fees</b>			
Initial Report Copy		\$5.00	
Microfilmed Copies		\$10.00	
Certified Reports		\$20.00	
Security Registration		\$50.00	
Replacement Fee		\$5.00	
Firing Range Use Fee		\$200.00 half day / \$400.00 full day	
*Note: Not open to public; partner law enforcement agencies only			
Solicitor Permit			
Up to 180 days		\$50.00	
Between 181 - 365 days		\$100.00	
Special Detail Services		\$43.00	
Audio cassette, CD, DVD, VHS		\$40.00	
<b>Public Works</b>			
Temporary Traffic Control Permit		No charge. Permit is required for temporary traffic control.	
Blasting Permit		\$150.00 per blasting application	

Effective July 1, 2019		Changes Effective October 1, 2019
Decorative Sign Post	Where an existing pole is being replaced that meets the current standards, the fee is 100% total material and labor cost (est. \$130.00) Where an existing pole is being replaced that does not meet current standards, the fee is the cost difference between the standard pole and decorative pole (est. \$35.00)	
Design and Construction Manual	\$50.00 per hard copy \$5.00 per CD	
Right-of-Way Permit	\$80.00 per unit	
Water Utilities		
After Hours Reactivation Charge	\$50.00	
Annual Cooling Tower / Irrigation Sub-Meter charge per meter	\$50.00	
Bulk Water Sales / per 1,000 gal	\$5.60	
Discharge Sewer Rates (regardless of source) / per 1,000 gal	\$5.59	
Hydrant Meters		
3/4" meter	\$200.00 deposit, \$5.00 per day + minimum 100 gallons per day @ commercial water rate	
2" meter	\$500.00 deposit, \$10.00 per day + minimum 250 gallons per day @ commercial water rate	
Infrastructure Repair	manpower hours + 35% for benefits, cost of materials or purchase price + cost for vehicles or equipment used in the repair	
Miscellaneous Service including After Hours	manpower hours + 35% for benefits, cost of materials or purchase price + cost for vehicles or equipment used in the repair	
Monthly Sewer Base Charge per Meter size (inches)		
5/8	\$14.58	
3/4	\$16.32	

	Effective July 1, 2019	Changes Effective October 1, 2019
1	\$21.86	
1 1/2	\$29.14	
2	\$43.72	
3	\$51.00	
4	\$58.28	
6	\$72.85	
8	\$87.42	
10	\$101.99	
<b>Monthly Water Base Charge per Meter size (inches)</b>		
5/8	\$10.25	
3/4	\$11.48	
1	\$15.37	
1 1/2	\$25.61	
2	\$40.97	
3	\$61.45	
4	\$81.93	
6	\$102.42	
8	\$153.62	
10	\$307.23	
<b>Penalty Rate (water &amp; sewer) outstanding balances</b>	5%	
<b>Reactivate Water Charge</b>	\$25.00	
<b>Returned Payment</b>	\$25.00	
<b>Service Activation Charge</b>	\$10.00	
<b>Service Rates (receiving Water through permanent meters)</b>		
Commercial Rates / per 1,000 gal	\$5.18	
Residential Rates / per 1,000 gal		
for the first 7,000 gal	\$4.39	
7,000-15,000 gal	\$5.18	
over 15,000 gal	\$6.46	
<b>Sewer Connection Fee / per drain opening</b>	\$30.00	
<b>Sewer Improvement Fee (Maybrook) / per drain opening</b>	\$42.61	



	Effective July 1, 2019	Changes Effective October 1, 2019
<b>Sewer Improvement Fee (Middle Big Creek) / per drain opening</b>	\$33.48	
<b>WATER - SYSTEM DEVELOPMENT CHARGES</b>		
Water Tap Fees (Based on Meter Size) and Meter Set-up		
5/8" x 3/4"		
Tap Charge	\$3,477.00	
Meter Set-up	\$425.02	
3/4"		
Tap Charge	\$5,795.00	
Meter Set-up	\$469.90	
1"		
Tap Charge	\$9,272.00	
Meter set-up	\$682.39	
1 1/2"		
<b>Displacement</b>		
Tap Charge	\$11,590.00	
Meter set-up	\$2,694.95	
2"		
<b>Displacement</b>		
Tap Charge	\$23,180.00	
Meter set-up	\$2,457.66	
<b>Compound</b>		
Tap Charge	\$37,088.00	
Meter Set-up	\$2,972.51	

	Effective July 1, 2019	Changes Effective October 1, 2019
3"		
<b>Compound</b>		
Tap Charge	\$74,176.00	
Meter Set-up	\$1,372.00	
4"		
<b>Compound</b>		
Tap Charge	\$115,900.00	
Meter Set-up	\$2,363.00	
6"		
<b>Compound</b>		
Tap Charge	\$231,800.00	
Meter Set-up	\$4,060.00	
8"		
<b>Compound</b>		
Tap Charge	\$370,880.00	
Meter Set-up	\$6,995.00	
10"		
<b>Compound</b>		
Tap Charge	\$533,140.00	
Meter Set-up	Quote	