

**Exhibit A**  
**UDO Article 7 Revisions**

The following revisions shall be made to Article 7 as shown in the underline and ~~strikethrough~~ format.

**Sec. 7.340. - Plat approval and security in lieu of constructing public improvements.**

- A. Authority. The City Council may grant approval of a plat prior to completion of all subdivision-related public improvements if the developer complies with the requirements of this section.
- B. Approval of Security. Upon approval of the City Council and in lieu of completion of all subdivision-related public improvements ~~previous-prior~~ to the final approval of a plat, the City shall accept, at the option of the developer, a form of security as approved by the City Attorney for the purpose of an escrow secured with cash or an irrevocable letter of credit deposited with the city to secure the completion of all public improvements prior to the final approval of a plat. The City may accept a surety bond rather than an escrow secured with cash or an irrevocable letter of credit and such bond shall be in an amount and with surety and other reasonable conditions, providing for and securing the actual construction and installation of the public improvements and utilities within a period specified in the ordinance approving the final plat and expressed in the ~~bond~~security.
- C. Requirements for Security. The following requirements shall apply to security for public improvements:
1. The amount of the required security shall be provided to developer by the Development Services Department or City Engineer. The dollar amount of the security shall be based on:
    - a. an estimate of the cost to complete the construction and installation of all public improvements and as determined and certified by the design engineer and as approved by the City Engineer,
    - b. an additional amount to adjust for inflation, based on the latest projected date that the public improvements may be completed,
    - c. any additional amount needed for contingency, as deemed necessary by the Development Services Department or the City Engineer, and
    - d. an amount for administrative and management costs expected to be incurred by the City in the course of administering the design and construction contracts that may be required to complete the public improvements.
  2. The form of any ~~security bond, letter of credit or escrow agreement~~ allowed under this section is subject to the approval of the City Attorney and the Director of Finance, and all such documents shall be filed with the Director of Finance. The party providing the security shall use the form that is approved by the City Attorney, which may contain such changes as requested by the provider and as accepted by the City Attorney.
  3. The security instrument or agreement may express an expected termination date, but the security instrument or agreement shall not terminate except upon approval of the

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Director of Finance. Any form of security which fails to contain such clause ("shall not terminate except upon approval of the Director of Finance") shall be deemed to remain in effect and may not terminate or be terminated except upon approval of the Director of Finance.

4. Any ~~security escrow or bond posted~~ provided in compliance with this section may be enforced by all appropriate legal and equitable remedies.

5. ~~In addition,~~ the City may accept, in lieu of completion of all subdivision-related public improvements ~~previous~~ prior to the final approval of a plat, an assessment or other method whereby the City is put in an assured position to do the necessary work for construction and installation of the subdivision-related public improvements at the cost of the owners of the property within the subdivision. Any surety or financial institution proposed to be used under this ~~section~~ subparagraph is subject to the approval of the Director of Finance with regard to the issue of sufficient financial capability.

6. When the security involves the deposit of cash with the City, the developer shall enter into a deposit agreement with the City in a form approved by the City Attorney. The City shall maintain any escrow funds deposited by a developer for the purpose of constructing public improvements in a separate account or fund established for the public improvements. Any funds deposited with the City shall earn interest at the rate earned on the City's pooled cash in accordance with the City's investment policy, and such interest will be paid to the City to cover administrative and other costs associated with maintaining the cash deposit unless otherwise provided in the escrow agreement.

7. The terms of all letters of credit shall include the following:

(a) the letter of credit may be drawn upon, at the election of the City (i) by physical presentation of the letter by the City at a bank location in Lee's Summit, or in the Kansas City metropolitan area if no bank location exists in Lee's Summit, or (ii) by mailing the letter of credit and appropriate documentation by U.S. Mail or courier service to a bank location specified in the letter;

(b) the letter of credit shall not be reduced without the written approval of the Finance Director;

(c) the letter of credit shall not expire until the earlier of (i) the date that the City has issued a certificate of final acceptance for all of the public improvements that are covered by the letter of credit or (ii) 30 days after the City has received written notification from the issuing bank that the letter of credit will be deemed terminated due to developer's failure to timely complete the required public improvements by the expiration date stated in the letter;

(d) the letter of credit shall be deemed to be extended until the City has issued a certificate of final acceptance for all of the public improvements that are covered by the letter of credit; and

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(e) other terms and conditions as approved by the City Attorney.

D. Reductions in the Amount of Security. Any request for a reduction in the effective amount of the security instrument or cash deposit for the partial completion of the required public improvements shall be in accordance with the following:

1. If a developer seeks to reduce the effective amount of the security, the developer or design engineer shall transmit to the City Engineer the desired amount of the reduction, accompanied by sufficient information and documentation to justify the requested reduction. The City Engineer shall review the request to evaluate whether the reduction is warranted, and whether the remaining amount of the security will continue to put the City in a secured position regarding completion of the remaining public improvements that are covered by the security.
2. The City Engineer may communicate back to developer, or the design engineer on behalf of developer, that developer may commence the process to reduce the effective amount of the security, which shall thereafter be transmitted to the Finance Director by developer, the design engineer, the issuing bank or other appropriate party, for approval. No security shall be reduced without the written approval of the Finance Director. Any communication by the City Engineer or Development Services Department regarding reduction in the effective amount of the security shall not be deemed a final approval, and such final approval for a reduction in security may only be granted by the Director of Finance.

E. Draws on Security. Security provided to the City may be drawn upon in compliance with the following:

1. The City may draw on the security when a project site has been abandoned by the developer, or a contractor for developer.
2. A project site shall be deemed abandoned if no substantial work to complete the public improvements has been performed for a period of at least sixty (60) days. The re-commencement of work during such sixty-day period that does not substantially advance the completion of the public improvements and which are designed solely to avoid a draw on the security shall not be treated a re-commencement of the work.
3. The City shall have discretion regarding the decision of whether and when to draw on security to complete the public improvements after abandonment, and nothing in the City Code or the Design and Construction Manual shall compel the City to draw on such security.

~~EF.~~ Treatment of security upon ~~transfer of title of~~ subdivision property. In the event ~~that a developer who, pursuant to this section, has posted security an escrow, letter of credit, or bond, seeks to~~ transfers title of the subdivision property prior to full release of the security, escrow, letter of credit, or bond, a replacement escrow or letter of credit ~~the City will accept suitable replacement security in compliance with this Section~~ from the successor developer ~~shall be accepted in the form allowed under this section and~~ in the amount of the ~~security escrow or letter of credit~~ held by the City at the time of the property transfer. Upon

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receipt of the replacement ~~security escrow or letter of credit~~, the original ~~security instrument escrow or letter of credit~~ shall be released in part or in full, as appropriate, and the prior developer shall be released from all further obligations with respect to the subdivision-related public improvements if the successor developer assumes all of the outstanding obligations of the previous developer. ~~A surety bond may be accepted from the successor developer in the form allowed under this section and in the amount of the bond held by the City at the time of the property transfer, and upon receipt of the replacement bond, the original bond shall be released in full, and the prior developer shall be released from all further obligations with respect to the subdivision-related public improvements.~~

~~D.G.~~ Release of security escrow or bond. ~~The appropriate portion of a~~ Any security instrument or deposit escrow or bond amount held by the City to secure ~~actual~~ construction and installation ~~of on~~ each component of the public improvements or utilities shall be released within 30 days ~~of after~~ completion of each category of public improvement or utility work to be installed, minus a maximum retention of five percent which shall be released upon completion of all improvements and utility work. Any such category of public improvement or utility work shall be deemed to be completed upon certification by the City Engineer that the project is complete in accordance with the ordinances of the City including the filing of all documentation and certifications required, in complete and acceptable form. The release shall be deemed effective when the security instrument is returned to the owner or developer or sent by escrow funds or bond amount are duly posted with the United States Postal Service or other agreed-upon delivery service, or when the escrow funds or bond amount are hand delivered to an authorized person or place as specified by the owner or developer.

**Sec. 7.370. - Sidewalks.**

Sidewalks shall be constructed and installed in conformance with the minimum design standards set forth in Division III of this article. The determination as to whether a sidewalk is required adjacent to a particular lot shall be made by the City, with consideration given to the recorded plat for the lot in question, adjacent recorded plats, engineering plans, water line locations, and the design standards set forth in this article.

A. Responsibility for construction.

1. Where a sidewalk is required adjacent to a buildable lot, sidewalks shall be constructed by the builder prior to occupancy of any structure on that lot.
2. When a sidewalk is required adjacent to either a common area tract, or any unplatted land, or any land where no structure is intended to be built, the developer shall construct the sidewalk at the time the street is constructed.

B. Escrow. Should construction or installation of the sidewalks be impossible because of weather or other conditions, the person or legal entity responsible for the construction of

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the sidewalk shall deposit with the City a cash sum in an amount equal to the construction cost of said sidewalk.

C. Payment In Lieu Of Sidewalk Installation.

1. If the property owner feels a hardship exists that reasonably precludes the construction of a sidewalk, the property owner may submit a written request to the Director of Development Services (“Director”) for payment in lieu of construction of sidewalk together with such information and studies as the Director may deem necessary to consider the request. Upon filing a complete application, this request will be reviewed and approved or denied by the Director based on the following criteria:
  - a) The currently adopted City Capital Improvement Plan includes public improvements in the same area which would certainly result in damage, deconstruction and/or replacement of the proposed sidewalk; or
  - b) The street is generally unimproved or built to an interim standard, typically characterized without curb and gutter unless such construction was intentional and in combination with sidewalk accommodation ; or
  - c) Practical barriers exist to the construction of sidewalk or reasonably obstruct sidewalk connectivity including significant slopes or space limited, grade separated, rail, waterway or freeway crossings ; or
  - d) Adjacent properties have been developed without sidewalk and the nearest existing sidewalk connection to the subject property exceeds 660 feet; or
  - e) Another jurisdiction prohibits sidewalks along their right-of-way.

If the Director approves the request or such request is granted by the City Council by appeal, the property owner shall submit payment as calculated in Section B, to the City Finance Department and when such payment is received in full the sidewalk obligation for development shall be considered met.

If the Director denies the request, the property owner may then appeal to the City Council through an applicable development application that requires public hearing. The City Council may consider an appeal that the denial was arbitrary and capricious and the appellant shall submit sufficient facts and evidence to establish that the Director has acted in such fashion. If the City Council finds by an affirmative vote that the Director did act in an arbitrary and capricious fashion, a payment in lieu of construction shall be allowed.

2. The payment shall be calculated as the average unit price from all bids received by the City on public works projects in the most recent preceding three calendar years in which projects were competitively bid.
3. The payment shall be held by the City of Lee’s Summit Finance Department in an account for the City to use for sidewalk construction only.
4. Use of monies paid in lieu of sidewalk construction. At a time to be determined by the City Manager and/or Director of Public Works, collected monies in lieu sidewalk

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construction of shall be used to construct *sidewalk* in the same address grid quadrant as the property from where the payment was collected if it is not used to construct *sidewalk* adjacent to said property.