

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
11/10/2020 11:35 AM

NON-STANDARD FEE: EXEMPT FEE: \$27.00 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

**2020E0106085**

Book: Page:

Anissia Manuleleua , Recorder of Deeds

Jackson County  
Recorder of Deeds  
**Exempt Document**

This document has been recorded under exempt status  
pursuant to RSMo 59.310.4.

This certificate has been added to your document in  
compliance with the laws of the State of Missouri.



Anissia Manuleleua  
Recorder of Deeds

415 E. 12th Street, Room 104  
Kansas City, MO 64106

112 W. Lexington, Suite 30  
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

ORDINANCE NO. 200199

Approving the plat of Longfellow Heights IV, an addition in Jackson County, Missouri, on approximately 2.243 acres generally located between Harrison Street on the west and Troost Avenue on the east and between E. 28th Street and E. 29th Street, creating 6 lots for the purpose of future sale by the Kansas City School District; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2019-00039)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Longfellow Heights IV, a subdivision in Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

Section 3. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Stormwater Detention Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

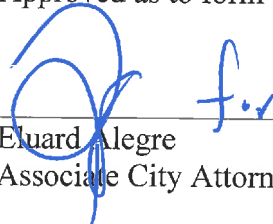
ORDINANCE NO. 200199

Section 4. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 5. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Jackson County, Missouri.

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on February 18, 2020.

Approved as to form and legality:

  
Euard Alegre  
Associate City Attorney



Authenticated as Passed

  
Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

MAR 26 2020

Date Passed

This is to certify that General Taxes for 20 19, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By 

Dated, 11-4, 20 20



RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

11/10/2020 11:35 AM

NON-STANDARD FEE: \$25.00 FEE: \$78.00 21 PGS



INSTRUMENT NUMBER / BOOK & PAGE

**2020E0106087**

Book: Page:

Anissia Manuleleua, Recorder of Deeds

Jackson County  
Recorder of Deeds  
**Non-Standard Document**

This document has been recorded and you have been charged  
the non-standard fee pursuant to RSMo 59.310.3.

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compliance with the laws of the State of Missouri.



Anissia Manuleleua  
Recorder of Deeds

415 E. 12th Street, Room 104  
Kansas City, MO 64106

112 W. Lexington, Suite 30  
Independence, MO 64050

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## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 20 day of July, 2020 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (the "**City**"), The School District of Kansas City, Missouri, also known as School District of Kansas City 33, d/b/a Kansas City Public Schools, a Missouri urban school district (the "**Owner**"), and RCR Developers, LLC, a limited liability corporation (the "**Developer**"). The City, Owner and Developer may be referred to collectively as the "**Parties**" and individually as the "**Party**".

**WHEREAS**, Owner is the owner of certain real property generally located between Harrison Street and Troost Avenue and between E. 28<sup>th</sup> and E. 29<sup>th</sup> Streets in Kansas City, Jackson County, Missouri, as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference (the "**Property**"); and

**WHEREAS**, Owner and Developer have entered into that certain Real Estate Sale Contract, dated as of August 28, 2019 (as amended, the "**Contract**"), pursuant to which Owner is obligated to replat the Property prior to conveying the Property to Developer; and

**WHEREAS**, Owner intends to cause the Property to be platted as the Final Plat of Longfellow Heights IV (the "**Plat**"), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri (the "**City Code**"); and

**WHEREAS**, at its meeting on February 4, 2020, the City Plan Commission (the "**CPC**") recommended approval of the Plat subject to certain conditions which include substantial infrastructure plans and studies, as well as plans requirements for future development of the Property, as set forth in the CPC Staff Report attached hereto as **Exhibit B**; and

**WHEREAS**, Developer has agreed to comply with such conditions, at its own cost and expense, upon the recording of the Plat and conveyance of the Property to Developer.

**NOW THEREFORE**, in consideration of the terms, covenants and conditions herein set forth, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Conveyance to Developer.** Owner shall use commercially reasonable efforts to convey the Property to Developer within thirty (30) days of recording the Plat, as approved by the City Council, in the official land records of Jackson County, Missouri. Upon Owner's conveyance of the Property to Developer, Owner shall be released and discharged from any and all further obligations, if any, under this Agreement.

2. **Construction of the Improvements.** With respect to the improvements to be constructed on the Property, Developer agrees to construct such improvements subject to the condition that, unless otherwise waived or released by the applicable City department, Developer will complete the following:



- a. Sidewalks shall be shown on plat in compliance with public works standards;
- b. Future development along Troost Avenue shall comply with the Troost Corridor Overlay;
- c. Street trees shall be required at time of future development;
- d. Standards of Section 88-405 of the City Code shall apply;
- e. If any new residential units are proposed, the Developer shall pay money in lieu of dedication of parkland in the amount of per formula or Dedicate Acreage of Private Open Space for Parkland Purpose as identified in Section 88-408 of the City Code, prior to Certificate of Occupancy;
- f. The Developer shall submit a Storm Drainage analysis from a Missouri-licensed civil engineer to the Land Development Division evaluating proposed improvements and impact to drainage conditions. Since this project is within a "Combined Sewer Overflow" (CSO) district, the project shall be designed to retain rainfall of 1.5 inch depth over the entire site to simulate natural runoff conditions and reduce small storm discharge to the combined sewer system. Manage the 10-year storm and 100-year storm per currently adopted APWA standards. The analysis shall be submitted, and the Developer shall secure permits to construct any improvements required by the Land Development Division prior to issuance of a building permit;
- g. The Developer shall submit construction plans in compliance with adopted standards for all improvements required by the Public Works Department and shall secure permits for those improvements as required by the Land Development Division prior to issuance of a building permit;
- h. The Developer must submit plans for grading, siltation, and erosion control to Land Development Division for review and acceptance and secure a Site Disturbance permit for any proposed disturbance area equal to one acre or more prior to beginning any construction activities;
- i. The Developer must submit covenants, conditions and restrictions to the Land Development Division for review by the Law Department for approval for the maintenance of private open space and enter into a covenant agreement for the maintenance of any stormwater detention area tracts prior to issuance of a building permit. If a detention basin is constructed to serve multiple lots it will be required to be platted in a separate detention tract and have a Covenant to Maintain Storm Water Detention Facilities;
- j. The Developer must integrate into the existing streetlight system any relocated existing streetlights within the street right-of-way impacted by the new drive or approach entrances as required by the Land Development Division, and the relocated lights must comply with all adopted lighting standards;

- k. The Developer must secure permits to extend public sanitary and storm water conveyance systems to serve all proposed lots with the development and determine adequacy of receiving systems as required by the Land Development Division prior to issuance of a building permit;
- l. The Developer shall submit a letter to the Land Development Division from a Licensed Civil Engineer, Licensed Architect, or Licensed Landscape Architect, who is registered in the State of Missouri that identifies sidewalks, curbs, and gutters in disrepair as defined by Public Works Department's "OUT OF REPAIR CRITERIA FOR SIDEWALKS, DRIVEWAY AND CURB revised 11/5/2013" and based on compliance with Chapters 56 and 64 of the City Code for the sidewalks, curbs, and gutters where said letter shall identify the quantity and location of sidewalks, curbs, and gutters that need to be constructed, repaired, or reconstructed to remedy deficiencies and/or to remove existing approaches no longer needed by this project. The Developer shall secure permits to repair and reconstruct the identified sidewalks, curbs, and gutters as necessary along all development street frontages as required by the Land Development Division and prior to issuance of any certificate of occupancy permits including temporary certificate occupancy permits;
- m. The Developer must obtain the executed and recorded City approved grading, temporary construction, drainage/sewer, or any other necessary easements from the abutting property owner(s) that may be required prior to submitting any public improvements crossing properties not controlled by the Developer and include said document(s) within the public improvement applications submitted for permitting;
- n. The Developer shall cause the Property to be platted and processed in accordance with Chapter 88 of the City Code, as amended, commonly known as the Development Regulations;
- o. The Developer must grant to the City BMP Easement(s), to cover water quality management facilities, and/or Surface Drainage Easement(s), to cover engineered surface water conveyance paths outside of right-of-way, prior to issuance of any construction permits for said improvements;
- p. Prior to issuance of any construction permits within a "Combined Sewer Overflow" (CSO) district, the Developer shall submit, for review and acceptance, a storm drainage study, sealed by a Missouri-licensed civil engineer, showing detention of the 1.5 inch rainfall depth over the entire disturbed area and release of said volume over a 40- to 72-hour period (unless infiltrated, evaporated, or used in some other manner) in addition to management of the rate and volume of stormwater runoff from the 10% and 1% storms per the latest adopted version of APWA 5600 standards in effect at the time of submission. The Developer shall construct improvements necessary to reduce small storm discharges to the combined sewer system by simulating natural runoff conditions through metered release of the 1.5



inch detention volume and mitigate impacts from rate and volume of 10% and 1% storm runoff from the site;

- q. Stormwater management facilities, including but not limited to detention basins and BMPs, shall be privately maintained and covered by maintenance covenant(s) or easement(s) that include provisions for private maintenance; and
- r. The Developer will construct any other improvements or otherwise meet any conditions related to the Plat and required by the City pursuant to City Code and other applicable laws and regulations.

3. **Terms of Agreement.** The terms of this Agreement shall be binding on the Parties on the date it is executed by the City.

4. **Default.** If Developer fails to perform any of the obligations set forth in this Section 2 with respect to the Construction of the Improvements within eighteen (18) months from the date the Agreement is executed by the City, City may vacate the Plat and/or pursue any other remedy allowable by law.

5. **Force Majeure.** No Party to this Agreement shall be liable for failure to perform any provision or part of this Agreement when such failure is due to unforeseen acts of law, including the order and/or judgment of any federal, state or local court, administrative agency or authority or governmental body, acts of God, strikes, labor disturbances, transportation controls, epidemics, fires, floods, governmental actions or any other cause beyond the control of any party for the period of delay imposed by such cause.

To invoke force majeure, an affected Party must provide written notice to the other Parties within ten (10) days of the force majeure event with such notice to include the details and expected duration of the force majeure event.

6. **No Agency or Partnership.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City, Owner and Developer, or any officer, employee, contractor or representative of Owner and/or Developer. No joint employment is intended or created by this Agreement for any purpose.

7. **Indemnification.** Developer agrees to indemnify, defend, and hold harmless the Owner and/or the City, its respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of the conduct of Developer, its employees, agents, officers, contractors or subcontractors, or Developer's performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude liability arising solely out of acts, omissions, or the negligence or willful misconduct of the Owner and/or the City, its

employees, agents, officers, contractors or subcontractors. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

8. **Assignment.** Assignment of Developer's rights and obligations under this Agreement to a third party requires the written consent of the City.

9. **Governing Law.** This Agreement shall be construed under the laws of the state of Missouri.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

11. **Notices.** All notices required by this Agreement shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier, facsimile or electronic mail, and addressed as hereinafter specified. Each Party shall have the right to specify that notice be addressed to any other address by giving the other Party ten (10) days' notice thereof. Unless a Party to this Agreement has given ten (10) days' notice of a change of person and address for purposes of notice under this Agreement to the other Party in writing, notices shall be directed to the following:

**CITY:**

City of Kansas City  
Director of City Planning & Development  
City Hall, 414 East 12<sup>th</sup> Street  
Kansas City, MO 64106

**DEVELOPER:**

RCR Developers, LLC  
Attn: President  
P.O. Box 547  
Lawrence, KS 66044

**OWNER:**

The School District of Kansas City, Missouri  
Attn: Chief Legal Counsel  
2901 Troost Avenue  
Kansas City, MO 64109

*With a copy to:*

Husch Blackwell LLP  
Attn: Gaylord Smith  
4801 Main Street, Ste. 1000  
Kansas City, MO 64112

12. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

13. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

15. **Recording.** This Agreement shall be recorded among the land records of Jackson County, Missouri by the Developer and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowner's and/or subdivision association. This agreement shall be recorded with the record Plat.

16. **Amendments.** This Agreement shall not be amended or modified in any way without the prior written approval of the City and that approval must be indicated on the face of any subsequently recorded document amending or modifying this Agreement.

**[Signature page to follow]**

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement on the day and year first written above.

CITY:

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

  
\_\_\_\_\_  
City Clerk

By:   
\_\_\_\_\_  
Director of City Planning and Development


Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney

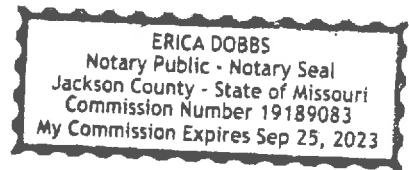
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF Jackson     )

BE IT REMEMBERED that on this 20<sup>th</sup> day of July, 2020, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

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

My Commission Expires: 9.25.2023









**Exhibit A**

**Legal Description of the Property**

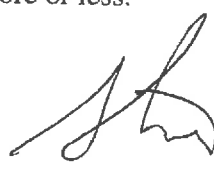
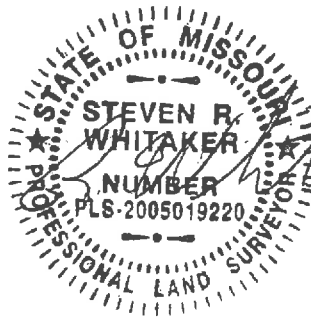
July 16, 2020

FINAL PLAT PROPERTY DESCRIPTION:

This is a resurvey and subdivision of all of Lot 6 and Lot 5 EXCEPT the North Eight (8.00) feet thereof, all of Lot 7 and the South Five (5.00) feet of Lot 8 and all of Lot 16, all being in Block 12 of the final plat of CONTINUATION OF BEACON HILL, also all of Lots 1 through 4, inclusive and all of Lots 13 through 16, inclusive, of the final plat of BEACON HILL PARK, each of said final plats being located in Kansas City, Jackson County, Missouri. All being now more particularly described as follows:

Beginning at the Southeast corner of Lot 4 of aforesaid, BEACON HILL PARK, being also the intersection of the North right-of-way line of 29th Street as now established 60 feet wide with the West right-of-way line of Troost Avenue as now established 80 feet wide; thence N87°09'29"W along the South line of said Lots 4 and 13 of said BEACON HILL PARK, being also along the North right-of-way line of said 29th Street, a distance of 289.07 feet (288.5 feet, Plat) to the Southwest corner of said Lot 13, being also the point of intersection with the East right-of-way line of Harrison Street as now established 60 feet wide; thence N02°15'09"E along the East right-of-way line of said Harrison Street, being also along the West line of Lots 13 through 16, inclusive of said BEACON HILL PARK and along the West line of Lot 7 and a portion of Lot 8 of aforesaid CONTINUATION OF BEACON HILL, a distance of 272.01 feet to a point Five (5.00) feet North of the South line of said Lot 8 as measured perpendicular to the South line thereof; thence S87°11'04"E along a line Five (5.00) feet North of and parallel with the South line of said Lot 8, a distance of 138.77 feet (138.5 feet, Plat) to a point on the East line of said Lot 8, being also a point on the West line of Lot 16 of said CONTINUATION OF BEACON HILL; thence N02°14'39"E along the West line of Lots 16, 6 and a portion of Lot 5 of said CONTINUATION OF BEACON HILL, a distance of 127.01 feet to a point Eight (8.00) feet South of the North line said Lot 5 as measured perpendicular to the North line thereof; thence S87°10'32"E along a line Eight (8.00) feet South of and parallel with the North line of said Lot 5, a distance of 150.24 feet (150 feet, Plat) to a point on the East line of said Lot 5, being also a point on the West right-of-way line of said Troost Avenue; thence S02°14'27"W along the East line of Lots 5, 6 and 16 of said CONTINUATION OF BEACON HILL, being also along the East line of Lots 1 through 4, inclusive of said BEACON HILL PARK and along the West right-of-way line of said Troost Avenue, a distance of 399.13 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Mo. P.L.S. No. 2005019220.

Containing 97,718 square feet or 2.243 acres, more or less.

July 16, 2020



McCLURE ENGINEERING CO.  
1700 Swift, Suite 100  
North Kansas City, Missouri 64116  
Phone: (913) 888-7800  
Fax: (816) 756-1763

**Exhibit B**

**CPC Staff Report**



# CITY PLAN COMMISSION STAFF REPORT

City of Kansas City, Missouri

Department of City Planning and Development  
Development Management Division

414 E 12<sup>th</sup> Street, 15<sup>th</sup> Floor  
Kansas City, Missouri 64108  
[www.kc.mo.org/planning](http://www.kc.mo.org/planning)

## Project

**Longfellow Heights**

**Hearing Date** February 18, 2020

<b>Item #</b>	<b>Case</b>	<b>Request</b>
C1	CLD-FnPlat-2019-00039	Final Plat

<b>Item #</b>	<b>Staff Recommendation(s)</b>
C1	Approval with Conditions

## Applicant

Judy Burnette  
McClure Engineering  
1700 Swift Avenue  
Suite 100  
North Kansas City, MO

## Owner

Kansas City Public Schools  
2901 Troost Avenue  
Kansas City, MO

**Location** generally located between Harrison Street on the west and Troost Avenue on the east and between E 28th and E 29th Streets.

**Area Zoning** R-2.5  
**Council District** 3<sup>rd</sup>  
**County** Jackson  
**School District** KCMO

## Surrounding Land Uses

**North:** Residential uses zoned R-6.  
**East:** Residential uses zoned R-6.  
**South:** Residential uses zoned R-6.  
**West:** Residential uses zoned R-6.  
**All Directions:** Residential uses zoned R-6.

## Land Use Plan

conformance to the controlling ordinance.

## RELATED RELEVANT CASES

None.

## EXISTING CONDITIONS

City Plan Commission Staff Report  
February 18, 2020

## APPROVAL PROCESS



## PUBLIC HEARING REQUIRED

No

## NEIGHBORHOOD AND CIVIC ORGANIZATIONS NOTIFIED

A public hearing is not required for Final Plats; therefore, notice is not sent.

## REQUIRED PUBLIC ENGAGEMENT

Public engagement as required by 88-505-12 does not apply to this request.

## SUMMARY OF REQUEST

Applicant is seeking approval of a Final Plat for six lots generally located between Harrison Street on the west and Troost Avenue on the east and between E 28th and E 29th Streets.

## PURPOSE

Applicant is proposing six lots in order to sell the property, currently owned by the school district, which requires approval of the above-referenced requests.

## HISTORY

The property is owned by the Kansas City Public School District and has sat undeveloped for several years. In 2015 the property was included in the Troost Corridor Overlay District which set use and design standards for development along the corridor.

## CONTROLLING CASE

Case No. 14516-P1 approved by Ordinance No. 150581 on July 16, 2015 called for the creation of the Troost Corridor Overlay District. The proposed request is in substantial

The property is currently undeveloped, aside from a parking lot.

#### **NEARBY DEVELOPMENTS**

**North:** Single family homes and Mid-America Church of the Nazarene

**East:** A single-story commercial building owned by the school district

**South:** Commercial building owned by Nazarene Publishing House.

**West:** Primarily single-family homes.

#### **KEY POINTS**

- Final Plat for 6 lots
- Currently owned by Kansas School Public School district

#### ***Outdoor Lighting Standards (88-430)***

A lighting plan is not required at time of final plat.

Any future development shall comply with 88-430.

#### ***Sign Standards (88-445)***

A sign plan is not required at time of final plat.

#### ***Pedestrian Standards (88-450)***

The standards of this section apply; connectivity is reviewed at time of final plat.

The applicant shall provide sidewalks that meet the minimum requirements of five feet of unencumbered, navigable space.

#### **PLAT REVIEW**

The proposed plat creates 6 new lots for the purpose of selling and redeveloping land owned by the school district. The five lots along Harrison Street are residential lots and conform to the requirements of the R-2.5 zoning district. The larger lot along Troost Avenue maintains adequate access and meets the requirements of 88-450.

#### ***Subdivision Standards (88-405)***

#### **88-405-04 - REQUIRED DEDICATIONS AND RESERVATIONS**

In subdividing land, re-subdividing an existing plat, or creating any new residential units, a developer must dedicate rights-of-way for public streets and conform to adopted plans in providing suitable sites for parks, playgrounds, or other public or private recreational areas or open spaces in accordance with the standards of this zoning and development code. All areas to be dedicated or reserved must be indicated on the preliminary plat. A developer must provide a release or subordination of any dedicated right-of-way from and subordination of any deeds of trust to any building lines, lot lines, and easements on the plat, as required by the director.

#### **88-405-05 - LOTS**

88-405-05-A. The size, shape, and orientation of lots must comply with applicable zoning district standards and be appropriate for the location, topography, and physical features present and for the type of development and use contemplated.

88-405-05-B. All lots must have an approved form of access to a public street

88-405-05-C. Minimum lot dimensions, building setback lines, and lot areas must conform to applicable zoning district requirements. Lots that are not served by a public sewer must have a minimum area of at least 3 acres.

88-405-05-G. Depth and width of lots reserved or laid out for commercial or industrial use must be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.

#### **88-405-07 - SIDEWALKS**

Sidewalks must be provided in accordance with the department of public works' Standards, Specifications, and Design Criteria.

#### **88-405-09 - STORMWATER MANAGEMENT**

Developers are responsible for designing and installing drainage and stormwater management facilities in accordance with all applicable city requirements.

#### **88-405-10-K. HALF STREETS**

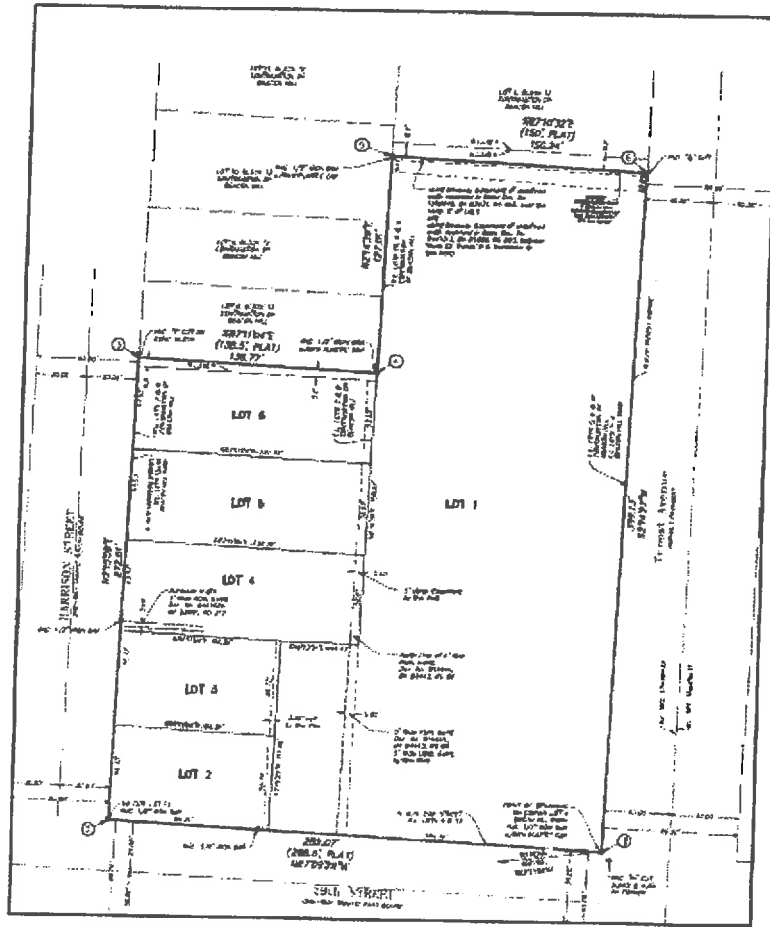
Where an existing dedicated or platted half street is adjacent to the tract being subdivided, the other half of the street right-of-way must be dedicated by the subdivider in conformance with the requirements of the major street plan. Half street dedications for minor or access streets are not permitted unless there is satisfactory agreement with the city that both adjacent developers agree to dedicate and construct one-half of the street.

#### **88-405-11 - EASEMENTS AND UTILITIES**

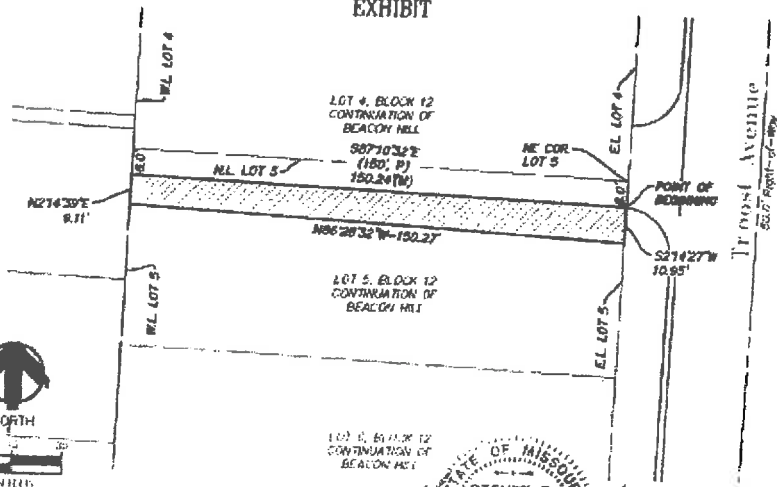
88-405-11-A. Easements must be provided by the developer when authorized decision-making bodies determine that such easements are necessary or desirable to accommodate utilities, drainage facilities (surface or subsurface), best management practices, pedestrian access, emergency vehicle access or other required improvements. The intended use, location, and dimensions of any easements that are provided must be shown on the preliminary plat.

88-405-11-B. Utility facilities that serve multiple properties and that are located outside of the public right-of-way must be located in utility easements with a minimum width of 15 feet. Utility easements must be shown on the preliminary plat. See 88-425-08-B for additional utility cabinet location and screening requirements.





EXHIBIT



McCLURE ENGINEERING CO.  
 1750 East 10th Street  
 Denver, Colorado 80202  
 Phone: 303.733.1111  
 Fax: 303.733.1112  
 Website: www.mcclure.com

PROJECT NO 160038-D/01/DATE: 2/28/20 BY: JDB

STATE OF MISSOURI  
 STEVEN B. WHITAKER  
 LICENSE NUMBER  
 PLS 20850 10220  
 PROFESSIONAL LAND SURVEYOR

NOV. 26, 2019

## **PROFESSIONAL STAFF RECOMMENDATION**

City Planning and Development Staff **recommends approval subject to the following conditions** based on the application, plans, and documents provided for review prior to the hearing:

1. That plans, revised as noted below, are submitted and accepted by the following staff prior to recording of Final Plat:

***The following are recommended by the Development Management Division of the City Planning and Development Department. For questions, contact Jamie Hickey at [Jamie.Hickey@kcmo.org](mailto:Jamie.Hickey@kcmo.org).***

- a. Sidewalks shall be shown on plat in compliance with public works standards.

***The following are recommended by the Development Management Division of the City Planning and Development Department. For questions, contact Jamie Hickey at [Jamie.Hickey@kcmo.org](mailto:Jamie.Hickey@kcmo.org).***

- 2) Future development along Troost Avenue shall comply with the Troost Corridor Overlay.
- 3) Street trees shall be required at time of future development.
- 4) Standards of 88-405 shall apply.

***The following are recommended by Justin Peterson. For questions, contact Justin Peterson at [Justin.Peterson@kcmo.org](mailto:Justin.Peterson@kcmo.org).***

- 5) If any new residential units are proposed, the developer shall pay money in lieu of dedication of parkland in the amount of per formula or Dedicate Acreage of Private Open Space for Parkland Purpose as identified in 88-408, prior to Certificate of Occupancy.

***The following are recommended by Lucas Kaspar. For questions, contact Lucas Kaspar at 816-513-2558 or [Lucas.Kaspar@kcmo.org](mailto:Lucas.Kaspar@kcmo.org).***

- 6) The developer shall submit a Storm Drainage analysis from a Missouri-licensed civil engineer to the Land Development Division evaluating proposed improvements and impact to drainage conditions. Since this project is within a "Combined Sewer Overflow" (CSO) district, the project shall be designed to retain rainfall of 1.5 inch depth over the entire site to simulate natural runoff conditions and reduce small storm discharge to the combined sewer system. Manage the 10-year storm and 100-year storm per currently adopted APWA standards. The analysis shall be submitted, and the developer shall secure permits to construct any improvements required by the Land Development Division prior to recording the plat.
- 7) The developer shall submit construction plans in compliance with adopted standards for all improvements required by the Public Works Department and shall secure permits for those improvements as required by the Land Development Division, prior to recording the plat.
- 8) The owner/developer must submit plans for grading, siltation, and erosion control to Land Development Division for review and acceptance and secure a Site Disturbance permit for any proposed disturbance area equal to one acre or more prior to beginning any construction activities.
- 9) The developer must submit covenants, conditions and restrictions to the Land Development Division for review by the Law Department for approval for the maintenance of private open space and enter into a covenant agreement for the maintenance of any stormwater detention area tracts, prior to recording the plat. If a detention basin is constructed to serve multiple lots it will be required to be platted in a separate detention tract and have a Covenant to Maintain Storm Water Detention Facilities.
- 10) The developer must integrate into the existing streetlight system any relocated existing streetlights within the street right-of-way impacted by the new drive or approach entrances as required by the Land Development Division, and the relocated lights must comply with all adopted lighting standards.
- 11) The developer must secure permits to extend public sanitary and storm water conveyance systems to serve all proposed lots within the development and determine adequacy of receiving systems as required by the Land Development Division, prior to recording the plat or issuance of a building permit whichever occurs first.
- 12) The developer shall submit a letter to the Land Development Division from a Licensed Civil Engineer, Licensed Architect, or Licensed Landscape Architect, who is registered in the State of Missouri, that identifies sidewalks, curbs, and gutters in disrepair as defined by Public Works Department's "OUT OF

REPAIR CRITERIA FOR SIDEWALK, DRIVEWAY AND CURB revised 11/5/2013" and based on compliance with Chapters 56 and 64 of the Code of Ordinances for the sidewalks, curbs, and gutters where said letter shall identify the quantity and location of sidewalks, curbs, gutters that need to be constructed, repaired, or reconstructed to remedy deficiencies and/or to remove existing approaches no longer needed by this project. The developer shall secure permits to repair or reconstruct the identified sidewalks, curbs, and gutters as necessary along all development street frontages as required by the Land Development Division and prior to issuance of any certificate of occupancy permits including temporary certificate occupancy permits.

- 13) The developer must obtain the executed and recorded city approved grading, temporary construction, drainage/sewer, or any other necessary easements from the abutting property owner(s) that may be required prior to submitting any public improvements crossing properties not controlled by the developer and include said document(s) within the public improvement applications submitted for permitting
- 14) The developer shall cause the area to be platted and processed in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, as amended, commonly known as the Development Regulations.

***The following are recommended by Robert Davis. For questions, contact Robert Davis at (816) 513-0573 or [Robert.davis@kcmo.org](mailto:Robert.davis@kcmo.org).***

- 15) The developer must grant to the City BMP Easement(s), to cover water quality management facilities, and/or Surface Drainage Easement(s), to cover engineered surface water conveyance paths outside of right-of-way, prior to issuance of any construction permits for said improvements.
- 16) Prior to issuance of any construction permits within a "Combined Sewer Overflow" (CSO) district, the developer shall submit, for review and acceptance, a storm drainage study, sealed by a Missouri-licensed civil engineer, showing detention of the 1.5 inch rainfall depth over the entire disturbed area and release of said volume over a 40- to 72-hour period (unless infiltrated, evaporated, or used in some other manner) in addition to management of the rate and volume of stormwater runoff from the 10% and 1% storms per the latest adopted version of APWA 5600 standards in effect at the time of submission. The developer shall construct improvements necessary to reduce small storm discharges to the combined sewer system by simulating natural runoff conditions through metered release of the 1.5 inch detention volume and mitigate impacts from rate and volume of 10% and 1% storm runoff from the site.
- 17) Stormwater management facilities, including but not limited to detention basins and BMPs, shall be privately maintained and covered by maintenance covenant(s) or easement(s) that include provisions for private maintenance.

Respectfully Submitted,



Jamie Hickey

ORDINANCE NO. 200616

Waiving the requirements of Section 88-555-06, Prerequisites To Recording A Final Plat, of the City's Zoning and Land Development Code in connection with property to be platted as the Final Plat of Longfellow Heights IV; and authorizing the Director of City Planning and Development to execute a development agreement with the School District of Kansas City, Missouri and RCR Developers, LLC for the same property.

WHEREAS, at its meeting on February 4, 2020, the City Plan Commission ("CPC") recommended approval of the Final Plat of Longfellow Heights IV (the "Plat") subject to certain conditions as set forth in the CPC Staff Report; and

WHEREAS, Ordinance No. 200199 was passed by Council on March 26, 2020, approving the Plat subject to those conditions; and

WHEREAS, it is not essential to the recording of the Plat that all of those conditions be completed at this time; and

WHEREAS, Section 88-555-06, Prerequisites To Recording A Final Plat, of the City's Zoning and Land Development Code requires that prior to recording a final plat, a developer must install all required public improvements or post a financial guarantee of performance in a form established by the City; and

WHEREAS, the School District of Kansas City, Missouri, also known as School District of Kansas City 33, d/b/a Kansas City Public Schools, a Missouri urban school district (the "Owner"), and RCR Developers, LLC, a limited liability corporation (the "Developer") have agreed that all conditions established by the CPC will be complied with within eighteen (18) months after signing the development agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the requirements of Section 88-555-06, Prerequisites To Recording A Final Plat, of the City's Zoning and Land Development Code, are hereby waived.

Section 2. That the Director of City Planning and Development is authorized to execute a Development Agreement with the School District of Kansas City, Missouri and RCR Developers, LLC, for the Final Plat of Longfellow Heights IV for the purposes of guaranteeing future compliance with the conditions established by the CPC. A copy of the agreement in substantial form is attached hereto.

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Approved as to form and legality:

  
Eluard Alegre  
Associate City Attorney

Resolution  
206616



Authenticated as Passed

  
Quinton Lucas, Mayor

  
Marilyn Sanders, City Clerk

AUG 13 2020

Date Passed