



Agenda

Neighborhood Planning and Development Committee

Lee Barnes Jr., Chair
Andrea Bough, Vice Chair
Dan Fowler
Brandon Ellington
Teresa Loar

Wednesday, December 14, 2022

1:30 PM

26th Floor, Council Chamber

<https://us02web.zoom.us/j/84530222968>

PUBLIC OBSERVANCE OF MEETINGS

Members of the City Council may attend this meeting via videoconference.

Any closed session may be held via teleconference.

The public can observe this meeting at the links provided below.

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:

<https://us02web.zoom.us/j/84530222968>

Public Testimony is Limited to 2 Minutes

Beginning of Consent(s)

Director of City Planning & Development

[221042](#)

Sponsor: Director of City Planning and Development Department

Approving the plat of Helena Townhomes at Tiffany Springs, an addition in Platte County, Missouri, on approximately 3.83 acres generally located on the north side of N.W. 88th Street approximately 125 feet west of North St. Claire Avenue, creating 2 lots for the purpose of a 28 townhome residential subdivision; accepting various easements; establishing grades on public ways; 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-2022-00035)

Attachments: [2022-00035 Ordinance Fact Sheet](#)

[CLD-FnPlat-2022-00035 Docket Memo.docx](#)

Director of City Planning & Development

221053

Sponsor: Director of City Planning and Development Department

Approving the plat of Halo Village, an addition in Jackson County, Missouri, on approximately 22.212 acres generally located east of the Kansas City Southern Railroad right-of-way, south of Dr. Martin Luther King Jr. Boulevard and west of the terminus of E. 52nd Street, creating 1 lot and 1 tract for the purpose of housing for youths with education and counseling services; accepting various easements; establishing grades on public ways; 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-2012-00021)

Attachments: [2022-00021 Ordinance Fact Sheet](#)
[Docket Memo CLD-FnPlat 2022-00021](#)

End of Consent(s)

Director of Public Works

221057

Sponsor: Director of the Public Works Department

Accepting and approving a grant award agreement in the amount of \$52,025.00 with the Federal Emergency Management Agency to provide funding for cybersecurity through the Transit Security Grant Program; estimating revenue in the amount of \$52,025.00 in the Streetcar Fund; appropriating that amount to the Transit Security Grant Program Funding account; and designating requisitioning authority.

Attachments: [TSGP Docket Memo](#)

City Manager's Office

221064

Sponsor: City Manager

Authorizing the City Manager to enter into a Predevelopment Agreement with West Bottoms - Propco Master, LLC for the development of approximately 21.85 acres in the West Bottoms Area; authorizing the City Manager to agree to extensions of time and schedule modifications under the Predevelopment Agreement; and authorizing the waiver of prevailing wage for certain projects in the area.

Attachments: [No Fact Sheet](#)
[West Bottoms Predevelopment Agreement - 12.8.22](#)

City Manager's Office

[221066](#) Sponsor: City Manager

Rezoning an area of about 2.98 acres generally located along Main Street from Armour Boulevard on the north to 36th Street on the south from District B3-2, District B4-5, and District R-1.5 to District MPD, and approving a preliminary development plan that will also serve as a preliminary plat for a mixed-use development containing 318 dwelling units and commercial space. (CD-CPC-2022-00183)

Attachments: [No Fact Sheet](#)

City Manager's Office

[221067](#) Sponsor: City Manager

Approving an amendment to the Midtown Plaza Area Plan on about 2.98 acres generally located along Main Street from Armour Boulevard on the north to 36th Street on the south by changing the recommend land use from Residential High Density and Mixed Use Community to Residential Urban and Mixed Use Community. (CD-CPC-2022-00184)

Attachments: [No Fact Sheet - Resolution](#)

[221068](#) Sponsor: City Manager's Office

Reducing the Contingent Appropriation by \$131,300.00 in the General Fund; and appropriating that amount to the City Council-Legislative & Policy account of the General Fund for costs associated with hosting the National League of Cities' 2022 City Summit.

Attachments: [NLC Docket Memo](#)

Lucas and Bunch

[221069](#) Sponsors: Mayor Quinton Lucas and Councilmember Eric Bunch

Directing the City Manager to begin transition of the short-term rental regulatory program from the City Planning and Development Department to the Neighborhoods Department, including taking steps to address any needed staffing, funding and legislative changes to effectuate the transition and evaluating the prospect of a limited moratorium on new short-term rental applications and registrations; and directing the City Manager to complete the transition to the Neighborhoods Department as soon as 60 days and no later than 90 days.

Attachments: [No Fact Sheet - Resolution](#)
[Docket Memo short-term rental](#)

HELD IN COMMITTEE

Director of City Planning & Development

[220936](#)

Sponsor: Director of City Planning and Development Department

Approving a rezoning of about 2.17 acres generally located at 5220 Troost Avenue between E. 53rd Street to the south, E 52nd Street to the north, and Rockhill Road to the west from District R-1.5 to District B1-5 without a plan. (CD-CPC-2022-00114)

Attachments: [CD-CPC-2022-00114 Fact Sheet](#)

ADDITIONAL BUSINESS

1. There may be a general discussion regarding current Neighborhood Planning and Development Committee issues.

2. Closed Session

- Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;
- Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
- Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
- Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
- Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
- Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
- Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.

3. Those who wish to comment on proposed ordinances can email written testimony to public.testimony@kcmo.org. Comments received will be distributed to the committee and added to the public record by the clerk.

The city provides several ways for residents to watch City Council meetings:

- Livestream on the city's website at www.kcmo.gov
- Livestream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOuBlg4fok>
- Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.
- To watch archived meetings, visit the City Clerk's website and look in the Video on Demand section: http://kansascity.granicus.com/ViewPublisher.php?view_id=2

The City Clerk`s Office now has equipment for the hearing impaired for use with every meeting. To check out the equipment please see the secretary for each committee. Be prepared to leave your Driver`s License or State issued Identification Card with the secretary and she will give you the equipment. Upon returning the equipment your license will be returned.



File #: 221042

ORDINANCE NO. 221042

Sponsor: Director of City Planning and Development Department

Approving the plat of Helena Townhomes at Tiffany Springs, an addition in Platte County, Missouri, on approximately 3.83 acres generally located on the north side of N.W. 88th Street approximately 125 feet west of North St. Claire Avenue, creating 2 lots for the purpose of a 28 townhome residential subdivision; accepting various easements; establishing grades on public ways; 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-2022-00035)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Helena Townhomes at Tiffany Springs, a subdivision in Platte 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 grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. 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 6. 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 Platte County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on October 18, 2022.

..end

Approved as to form:

Eluard Alegre
Associate City Attorney

COMMUNITY PROJECT/ZONING

Ordinance Fact Sheet

221042

Ordinance Number

Brief Title

Approving the plat of Helena Townhomes at Tiffany Springs an addition in Kansas City, Platte County, Missouri

<p>Specific Address Approximately 3.83 acres generally located on the north side of Northwest 88th Street approximately 125 feet west of North St. Claire Avenue</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;">Sponsor</td> <td style="padding: 5px;">Jeffrey Williams, AICP, Director Department of City Planning & Development</td> </tr> <tr> <td style="padding: 5px;">Programs, Departments, or Groups Affected</td> <td style="padding: 5px;">City-Wide Council District(s) 2(PL) Loar - Fowler Other districts (school, etc.) Park Hill</td> </tr> <tr> <td style="padding: 5px;">Applicants / Proponents</td> <td style="padding: 5px;">Applicant(s) Parkville Holdings, LLC, City Department City Planning and Development Other</td> </tr> <tr> <td style="padding: 5px;">Opponents</td> <td style="padding: 5px;">Groups or Individuals None Known Basis of Opposition</td> </tr> <tr> <td style="padding: 5px;">Staff Recommendation</td> <td style="padding: 5px;"><input checked="" type="checkbox"/> For <input type="checkbox"/> Against Reason Against:</td> </tr> <tr> <td style="padding: 5px;">Board or Commission Recommendation</td> <td style="padding: 5px;">By: City Plan Commission October 18, 2022 <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Approval, with conditions</td> </tr> <tr> <td style="padding: 5px;">Council Committee Actions</td> <td style="padding: 5px;"><input type="checkbox"/> Do Pass <input type="checkbox"/> Do Pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass</td> </tr> </table>	Sponsor	Jeffrey Williams, AICP, Director Department of City Planning & Development	Programs, Departments, or Groups Affected	City-Wide Council District(s) 2(PL) Loar - Fowler Other districts (school, etc.) Park Hill	Applicants / Proponents	Applicant(s) Parkville Holdings, LLC, City Department City Planning and Development Other	Opponents	Groups or Individuals None Known Basis of Opposition	Staff Recommendation	<input checked="" type="checkbox"/> For <input type="checkbox"/> Against Reason Against:	Board or Commission Recommendation	By: City Plan Commission October 18, 2022 <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Approval, with conditions	Council Committee Actions	<input type="checkbox"/> Do Pass <input type="checkbox"/> Do Pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass
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<p>Reason for Project This final plat application was initiated by Parkville Holdings, LLC, in order to subdivide the property in accordance with the city codes and state statutes. The developer intends to construct a 28 townhome residential subdivision.</p>															
<p>Discussion This is a routine final plat ordinance that authorizes staff to continue to process the plat for recording. This plat can be added to the consent agenda.</p> <p>CONTROLLING CASE Case No. CD-CPC-2022-00083 – On June 21, 2022 the City Plan Commission approved a Project Plan for the creation of 28 townhomes on about 4 acres generally located at on the north side of Northwest 88th Street approximately 125 feet west of North St. Claire Avenue.</p>															

Details

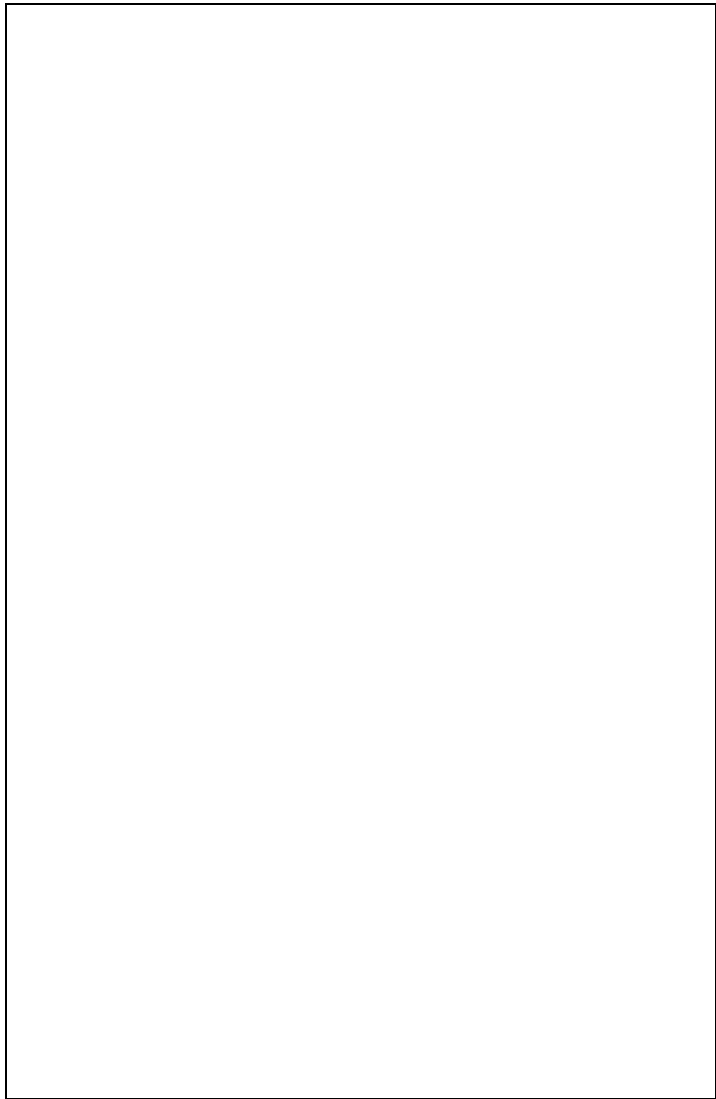
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Policy / Program Impact

Policy or Program Change N/A	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment N/A	

Finances

Cost & Revenue Projections – Including Indirect Costs N/A	
Financial Impact N/A	
Fund Source and Appropriation Account Costs N/A	
Is it good for the children?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



How will this contribute to a sustainable Kansas City?	<p>This project consists of platting public and private improvements for 7 buildings to add 28 homes on approximately 3.83 acres of previously undeveloped property. Common areas will be maintained by the homeowners' association through a covenant agreement. Modern and safe, walkable streets with sidewalks, curb and gutter and street lights will be constructed. New sanitary sewers will be constructed that will minimize infiltration and inflow within the system conveyed to the treatment facility. Homeowners must adhere to the codes, covenants and restrictions prepared for the project to assure ongoing maintenance and upkeep of their personal residences and common properties. This development will increase the tax base for the developed lots and will provide ample permanent greenspace within the development.</p> <p>.</p> <p>Written by Lucas Kaspar, PE</p>
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Project Start Date

Projected Completion or Occupancy Date

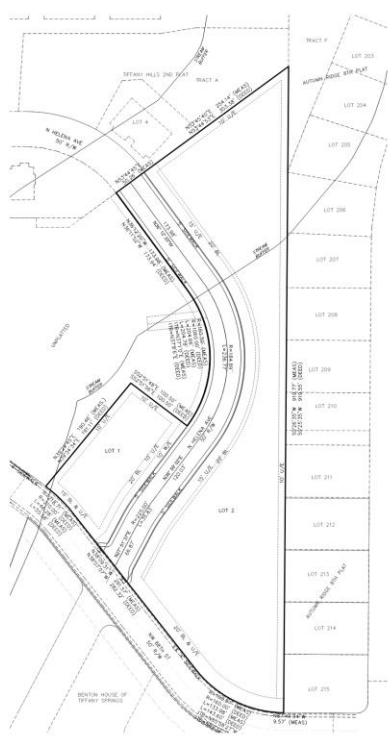
Fact Sheet Prepared by:
Thomas Holloway

Date: December 5, 2022

Reviewed by:
Joe Rexwinkle
Land Development Division (LDD)
City Planning & Development

Reference or Case Numbers: CLD-FnPlat-2022-00035

Final Plat
Helena Townhomes at Tiffany Springs
Section 6, Township 51 North, Range 33 West
Kansas City, Platte County, Missouri



PLAT BOUNDARY DESCRIPTION (SEE DEED)
A DIVISION OF LAND IN THE WESTERN HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 51 NORTH, RANGE 33 WEST OF THE FIRST PRINCIPAL MERIDIAN, PLATTE COUNTY, MISSOURI, BEING DIVIDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE NORTH 89° 55' 32\"/>

DEDICATION:
THE FUNDAMENTAL PORTION OF THE ABOVE DESCRIBED TRACT OF LAND HERE CALLED THE DEDICATED TRACT IS HEREBY DONATED TO THE CITY OF KANSAS CITY, MISSOURI.

"Helena Townhomes at Tiffany Springs"

EASEMENTS:
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF KANSAS CITY, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF PUBLIC WORKS, INCLUDING TRUNK LINES FOR WATER, GAS, SANITARY SEWER, FIREWORK, TELEPHONE, CABLE TELEVISION, AND OTHER PUBLIC UTILITIES OR SERVICES.

STREETS:
THE FUNDS AND STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE AS THOROUGHFARES ARE HEREBY DEDICATED.

BUILDING LINES:
BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAN. NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET HEIGHT OF SAID LINE.

MASTER DRAINAGE PLAN:
MASTER DRAINAGE PLAN ALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW PATTERNS ON THE LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN, UNLESS SPECIFIC APPLICATIONS BE MADE FOR A CHANGE TO THE CITY ENGINEER.

PAYMENT IN LIEU OF PARLAND:
THE DEVELOPER AGREES TO PAY THE CITY OF KANSAS CITY, MISSOURI, A SUM OF \$_____ IN LIEU OF PARLAND REQUIRED DEDICATING FOUR SINGLE FAMILY UNITS PURSUANT TO SECTION 6-130 OF THE ZONING AND DEVELOPMENT CODE.

IN TESTIMONY WHEREOF:
PARVILLE HOLDINGS, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT THIS _____ DAY OF _____ 2022.

NOTARY CERTIFICATION:
STATE OF _____
COUNTY OF _____
ON THIS _____ DAY OF _____ 2022, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED BRAD MERTZ, TO BE KNOWN TO BE THE PERSON WHOSE SIGNATURE AND SEAL APPEARED ON THESE PRESENTS, WHO EXECUTED THE FOREGOING INSTRUMENT AS HIS FREE ACT AND DEED.

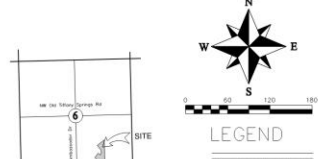
IN WITNESS THEREOF:
I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL, THE DATE LAST WRITTEN ABOVE.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S GENERAL NOTES:

- 1. This survey is based upon the following information provided by the client as stated on this plat:
(a) The parcel boundary shown on Plat No. 215, Section 6-130-1-35, Platte County, Missouri, recorded in Plat No. 215, Page 21, of this book.
(b) The Plat No. 215, Section 6-130-1-35, Platte County, Missouri, recorded in Plat No. 215, Page 21, of this book.
(c) The Plat No. 215, Section 6-130-1-35, Platte County, Missouri, recorded in Plat No. 215, Page 21, of this book.
- 2. This survey meets or exceeds the accuracy standards of a SURVEYSOR'S Boundary Survey as defined by the Missouri Standards for Property Boundary Surveys.
- 3. No title report was furnished by the client.
- 4. Burrows, which have been located and marked in the course of this survey, are shown as they were located at the time of this survey. The underground utilities, if known, are shown as they were located by the client at the time of this survey. This is not a guaranteed survey. The underground utilities, if known, are shown as they were located by the client at the time of this survey. This is not a guaranteed survey. The underground utilities, if known, are shown as they were located by the client at the time of this survey.
- 5. Burrows and unmarked conditions were not surveyed or considered as a part of this survey. No attempt or attempt is made concerning the location or depth of unmarked conditions, except as indicated on this plat or elsewhere on the plat, unless otherwise stated. The location of unmarked conditions is the responsibility of the client.
- 6. The plat of this survey is based upon the 2022 National Aerial Imagery (NAIP) from the National Aerial Imagery Program (NAIP) as of January 12, 2017.
- 7. Developer will provide the fee in lieu of Parland deduction.
- 8. **PLAT IN LIEU OF PARLAND:**
This plat may be further published by application for and record in Platte County, Missouri, as defined in Chapter 60, subdivisions, code of ordinances, by building or by the person building and opening or in addition to the person, time and cost as required by Chapter 19, Kansas City Building and Occupancy Code, Code of Ordinances, with the fee as set forth in the appropriate zoning code section for a public use.



LOCATION MAP
SECTION 6-130-1-35

CITY PLAN COMMISSION
Approved this _____ day of _____, 2022.
PUBLIC WORKS:
Michael Shaw, Director of Public Works _____

CITY COUNCIL:
I HEREBY CERTIFY THAT THE WITHIN PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE COUNCIL OF KANSAS CITY, MISSOURI, BY ORDINANCE NO. _____, PLAT PAYMENTS WILL BE PASSED THIS _____ DAY OF _____, 2022.

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 OF ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS, AND LANDSCAPE ARCHITECTS TO BE THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

MATTHEW J. SCHLICH, MISSPL 00300100
ENGINEERED SOLUTIONS, LLC, MO CORP. LICENSE #028403710

DATE	

Final Plat - Helena Townhomes at Tiffany Springs
Section 6, Township 51 North, Range 33 West
Kansas City, Platte County, Missouri

DATE	JAN 20 2022
BY	M. SCHLICH, PLS, PE
FOR	TITLOR
PROJECT	HELENA TOWNHOMES AT TIFFANY SPRINGS
SHEET	1 OF 1
DATE	JAN 20 2022

Final Plat

ENGINEERING SOLUTIONS

510 N. MAIN STREET
PLATTE COUNTY, MISSOURI



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: City Planning

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Approving the plat off Helena Townhomes at Tiffany Springs, an addition in Platte County, Missouri, on approximately on 3.83 acres generally located on the north side of Northwest 88th Street approximately 125 feet west of North St. Claire Avenue, creating 2 lots for the purpose of a 28 townhome residential subdivision; accepting various easements; establishing grades on public ways; 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-2022-00035)

Discussion

See Factsheet

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No

2. What is the funding source?

The subject ordinance is for a final plat. The subject matter is not applicable to final plats.

3. How does the legislation affect the current fiscal year?

N/A

4. Does the legislation have fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

The subject ordinance is for a final plat. The subject matter is not applicable to final plats.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

The subject ordinance is for a final plat. The subject matter is not applicable to final plats.



City of Kansas City, Missouri

Docket Memo

Budget Review

(Staff will complete this section.)

- 1. This legislation is supported by the general fund. Yes No
- 2. This fund has a structural imbalance. Yes No

Additional Discussion (if needed)

See Factsheet

Citywide Business Plan Impact

The subject ordinance is for a final plat. The subject matter is not applicable to final plats.

Prior Legislation

See CPC Staff Report

Service Level Impacts

Services are available or will be extended to serve the resulting development. The final plat authorizes additional public improvements to serve the resulting development.

Other Impacts

- 1. What will be the potential health impacts to any affected groups?

The subject ordinance is for a final plat and was not reviewed against this subject matter.

- 2. How have those groups been engaged and involved in the development of this ordinance?

N/A

- 3. How does this legislation contribute to a sustainable Kansas City?

The subject ordinance is for a final plat and was not reviewed against this subject matter.

- 4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?

The subject ordinance is for a final plat and was not reviewed against this subject matter.



City of Kansas City, Missouri

Docket Memo

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

The subject ordinance is for a final plat and was not reviewed against this subject matter.



File #: 221053

ORDINANCE NO. 221053

Sponsor: Director of City Planning and Development Department

Approving the plat of Halo Village, an addition in Jackson County, Missouri, on approximately 22.212 acres generally located east of the Kansas City Southern Railroad right-of-way, south of Dr. Martin Luther King Jr. Boulevard and west of the terminus of E. 52nd Street, creating 1 lot and 1 tract for the purpose of housing for youths with education and counseling services; accepting various easements; establishing grades on public ways; 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-2012-00021)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Halo Village, 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 grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. 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 6. 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 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on August 16, 2022.

..end

Approved as to form:

Eluard Alegre
Associate City Attorney

COMMUNITY PROJECT/ZONING

Ordinance Fact Sheet

221053

Ordinance Number

Brief Title

Approving the plat of Halo Village an addition in Kansas City, Jackson County, Missouri

<p>Specific Address Approximately 22.212 acres generally east of the Kansas City Southern Railroad right-of-way, south of Dr. Martin Luther King Jr. Blvd and west of the terminus of E. 52nd Street</p>	<p>Sponsor</p>	<p>Jeffrey Williams, AICP, Director Department of City Planning & Development</p>
<p>Reason for Project This final plat application was initiated by HKC Properties, LLC. in order to subdivide the property in accordance with the city codes and state statutes. a 1 lot subdivision for housing for youths with education and counseling services</p>	<p>Programs, Departments, or Groups Affected</p>	<p>City-Wide Council District(s) 5(JA) Parks -Shaw & Barnes Other districts (school, etc.) Raytown 150</p>
<p>Discussion This is a routine final plat ordinance that authorizes staff to continue to process the plat for recording. This plat can be added to the consent agenda.</p> <p>CONTROLLING CASE The rezoning to MPD was approved by the City Council on June 16, 2021 (Ordinance No. 210507) <ul style="list-style-type: none"> The MPD Final Plan was approved by the City Plan Commission (CPC) on September 7, 2021 The preliminary plat was approved by the CPC on July 19th, 2022 </p>	<p>Applicants / Proponents</p>	<p>Applicant(s) HKC Properties, LLC City Department City Planning and Development Other</p>
	<p>Opponents</p>	<p>Groups or Individuals None Known Basis of Opposition</p>
	<p>Staff Recommendation</p>	<p><input checked="" type="checkbox"/> For <input type="checkbox"/> Against Reason Against:</p>
	<p>Board or Commission Recommendation</p>	<p>By: City Plan Commission August 16, 2022 <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Approval, with conditions</p>
	<p>Council Committee Actions</p>	<p><input type="checkbox"/> Do Pass <input type="checkbox"/> Do Pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass</p>

Details

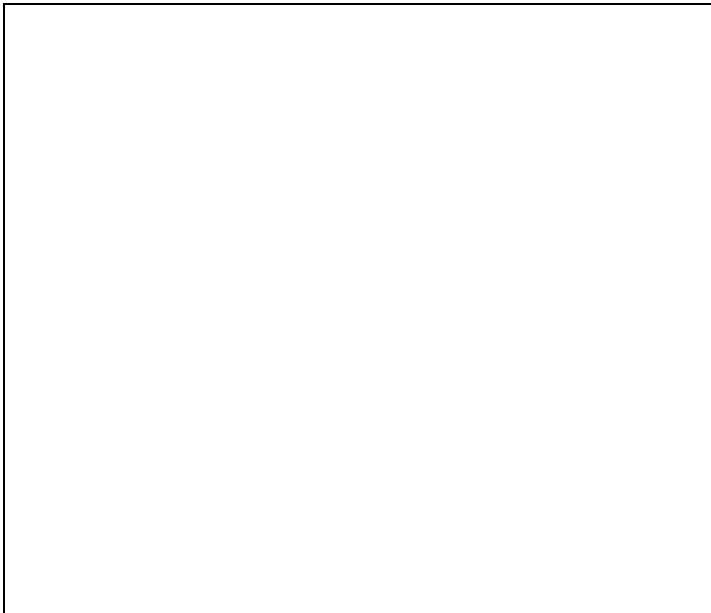
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Policy / Program Impact

Policy or Program Change N/A	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment N/A	

Finances

Cost & Revenue Projections – Including Indirect Costs N/A	
Financial Impact N/A	
Fund Source and Appropriation Account Costs N/A	
Is it good for the children?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



How will this contribute to a sustainable Kansas City?	This project consists of platting private improvements for one residential lot on 22.212 acres of undeveloped property. The pre-development storm water peak discharge rate and volume will not be exceeded after development of the site. The improvements will improve the overall aesthetics of the site. Written by Lucas Kaspar, PE
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Project Start Date

Projected Completion or Occupancy Date

Fact Sheet Prepared by:
Thomas Holloway

Date: December 2, 2022

Reviewed by:
Joe Rexwinkle
Land Development Division (LDD)
City Planning & Development

Reference or Case Numbers: CLD-FnPlat-2022-00021



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: City Planning

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Approving a Final Plat in District MPD on about 24 acres.

Discussion

See City Plan Commission Staff Report for a detailed description and analysis of proposal.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No

2. What is the funding source?

N/A

3. How does the legislation affect the current fiscal year?

N/A

4. Does the legislation have fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

N/A

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

N/A

Budget Review

(Staff will complete this section.)

1. This legislation is supported by the general fund. Yes No



City of Kansas City, Missouri

Docket Memo

2. This fund has a structural imbalance.

Yes No

Additional Discussion (if needed)

N/A

Citywide Business Plan Impact

N/A

Prior Legislation

See CPC Staff Report

Service Level Impacts

See CPC Staff Report

Other Impacts

1. What will be the potential health impacts to any affected groups?

Not Applicable as this is a Zoning and Development Code Ordinance Request

2. How have those groups been engaged and involved in the development of this ordinance?

Public engagement per 88-505-12 does not apply to Final Plats

3. How does this legislation contribute to a sustainable Kansas City?

Not Applicable as this is a Zoning and Development Code Ordinance Request

4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?

Not Applicable as this is a Zoning and Development Code Ordinance Request

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

Not Applicable as this is a Zoning and Development Code Ordinance Request.



File #: 221057

ORDINANCE NO. 221057

Sponsor: Director of the Public Works Department

Accepting and approving a grant award agreement in the amount of \$52,025.00 with the Federal Emergency Management Agency to provide funding for cybersecurity through the Transit Security Grant Program; estimating revenue in the amount of \$52,025.00 in the Streetcar Fund; appropriating that amount to the Transit Security Grant Program Funding account; and designating requisitioning authority.

WHEREAS, the City of Kansas City, Missouri, was awarded \$52,025.00 to provide cybersecurity training for the Kansas City Streetcar Operations; and

WHEREAS, joint Department of Homeland Security / Federal Emergency Management Agency priorities are inclusive of cybersecurity; and

WHEREAS, the frequency of cybersecurity attacks is rising; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That a grant award agreement between the City of Kansas City, Missouri, acting through its Director of Public Works, and the Federal Emergency Management Agency, whereby the Federal Emergency Management Agency will provide funding, for the period beginning September 1, 2022 to August 31, 2025, to assure an adequate cybersecurity assessment for the agency, for a total amount not to exceed \$52,025.00, is hereby accepted and approved. A copy of the award agreement, in substantial form, is attached hereto and made a part hereof by reference.

Section 2. That revenue in the following account of the Streetcar Fund is hereby estimated in the following amount:

23-2085-895318-481000-G89TSGP22 \$52,025.00	Transit Security Grant Program Funding
--	--

Section 3. That the sum of \$52,025.00 is hereby appropriated from the Unappropriated Fund Balance of the Streetcar Fund to the following account:

23-2085-895318-B-G89TSGP22 *Transit Security Grant Program Funding*
\$52,025.00

Section 4. That the Director of Public Works is hereby authorized to expend the sum of \$52,025.00 from funds appropriated to account number 23-2085-895318-B-G89TSGP22 for the aforesaid agreement.

Section 5. That the Director of Public Works is hereby designated as requisitioning authority for Account No. 23-2085-895318.
..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Nelson V. Munoz
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: Public Works

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Accepting and approving a grant award agreement in the amount of \$52,025 with the Federal Emergency Management Agency to provide funding for cybersecurity through the Transit Security Grant Program; estimating and appropriating \$52,025 in the Streetcar Fund; and designating requisitioning authority.

Discussion

This is a supplemental grant provided by the Department of Homeland Security and Federal Emergency Management Agency to support security measures in line with National Priorities for transportation agencies.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No

2. What is the funding source?

The Streetcar Fund - 2085.

3. How does the legislation affect the current fiscal year?

Increased funding through Federal Emergency Management Agency for a cybersecurity grant.

4. Does the legislation have fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

No, this is a one-time revenue generation and cost.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

This legislation generates outside grant revenue and will require no City funding.



City of Kansas City, Missouri

Docket Memo

Budget Review

(Staff will complete this section.)

- 1. This legislation is supported by the general fund. Yes No
- 2. This fund has a structural imbalance. Yes No

Additional Discussion (if needed)

This ordinance is accepting an external revenue source, so doesn't tie into the CWBP and isn't related to the five other impacts

Citywide Business Plan Impact

List which goals and objectives in the Citywide Business Plan are impacted.

Prior Legislation

Click or tap here to list prior related ordinances/resolutions.

Service Level Impacts

Click or tap here to provide a description of how this ordinance will impact service levels. List any related key performance indicators and impact.

Other Impacts

- 1. What will be the potential health impacts to any affected groups?
Click or tap here to enter text.
- 2. How have those groups been engaged and involved in the development of this ordinance?
Click or tap here to enter text.
- 3. How does this legislation contribute to a sustainable Kansas City?
Click or tap here to enter text.
- 4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?
Click or tap here to enter text.



City of Kansas City, Missouri

Docket Memo

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

[Click or tap here to enter text.](#)



File #: 221064

ORDINANCE NO. 221064

Sponsor: City Manager

Authorizing the City Manager to enter into a Predevelopment Agreement with West Bottoms – Propco Master, LLC for the development of approximately 21.85 acres in the West Bottoms Area; authorizing the City Manager to agree to extensions of time and schedule modifications under the Predevelopment Agreement; and authorizing the waiver of prevailing wage for certain projects in the area.

WHEREAS, Council previously approved Ordinance No. 48681, declaring the area generally encompassed by the Missouri River to 25th Street, State Line to the Bluffs (the “Plan Area”) blighted; and

WHEREAS, on April 7, 1978, Council approved Ordinance No. 48892, approving the Planned Industrial Expansion Authority (“PIEA”) Central Industrial Development Project Plan for the Plan Area; and

WHEREAS, On June 30, 2022, Council passed Ordinance No. 220555 rezoning an area of approximately 21.85 acres generally located in the Plan Area (“Project Area”) to a District UR; and

WHEREAS, West Bottoms – Propco Master, LLC (“Developer”) owns several parcels in the Project Area and wishes to undertake comprehensive redevelopment of the Project Area; and

WHEREAS, development of the project area contingent on the City making substantial infrastructure improvements in the Project Area; and

WHEREAS, the proposed redevelopment will include the renovation of several historic structures, as well as the construction of new structures; and

WHEREAS, The City and Developer wish to enter into a predevelopment agreement memorializing each parties’ role and responsibilities for the completion of the project; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is authorized to execute the Predevelopment Agreement with Developer to provide for the development of the Project Area. The copy of the

Predevelopment Agreement in substantial form is attached hereto and on file in the City Manager's Office.

Section 2. That the City Manager is authorized to consent on the City's behalf to extend the time periods provided in the Predevelopment Agreement for beginning and completing construction, provided that all construction on the project shall be complete by January 1, 2040.

Section 3. That the City Manager is authorized to consent to modifications of the construction schedule outlined in Predevelopment Agreement either as part of a development agreement between Developer and the PIEA or as a separate addendum, provided that all construction shall be complete by January 1, 2040.

Section 4. The City Council hereby authorizes the waiver or modification of the prevailing wage requirements outlined in Code § 3-622, for projects outlined in § 3.04 of the Predevelopment Agreement. Such waiver shall only be granted if the PIEA determines that the waiver of prevailing wage is necessary for the development contemplated in the Predevelopment Agreement to occur.

..end

Approved as to form:

Emalea Black
Associate City Attorney

**No Fact Sheet
Provided for
Ordinance No.**

221064

**PRE-DEVELOPMENT AGREEMENT
(Somera Road)**

THIS PRE-DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of the ____ day of January, 2023 (the “**Effective Date**”) by and between the **CITY OF KANSAS CITY**, a Missouri municipal corporation (the “**City**”) and **WEST BOTTOMS–PROPCO MASTER, LLC**, a Delaware limited liability company, including its successors and assigns (the “**Developer**”). City and Developer are also referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, the Developer proposes a project for development utilizing a various economic development tools available and consisting of residential, retail, hotel, and office development in multiple phases across approximately 21.85 acres at the Area as reflected in the UR Plan; and

WHEREAS, Developer plans for 296 units of residential development in multiple phases from adaptive reuse of existing structures and 954 units of residential development from new structures; and

WHEREAS, Developer plans for 186,781 square feet of Class A office development in multiple phases from adaptive reuse of existing structures; and

WHEREAS, Developer plans for 139,593 square feet of retail development in multiple phases from adaptive reuse of existing structures and 27,531 square feet of retail development in multiple phases of new structures; and

WHEREAS, Developer plans for 50 rooms of hotel development in one phase from adaptive reuse of existing structures; and

WHEREAS, Developer currently owns the property needed for the Project; and

WHEREAS, Developer anticipates the Project will result in 1,080 temporary jobs and 630 permanent jobs in the West Bottoms; and

WHEREAS, the total private cost of the Project is approximately \$400,000,000.00 and Developer’s investment in the Project requires and is contingent upon substantial economic incentives; and

WHEREAS, Developer and City anticipate that economic activity will be created at the property more particularly described in Exhibit A and Exhibit B (the “**Property**”), that will result in tax revenues to the City, including without limitation tax revenues from (i) expenditures of funds by Developer to construct, rehabilitate, remodel and improve the Property; (ii) substantial new investment in the development project property for tenant use; (iii) increased consumption of goods, services and utilities by new employees; and (iv) activities of employees in the City while located at or traveling to or from the Property such as, but not limited to, retail purchases, consumption of goods and services and patronage of restaurant, entertainment and other facilities in the City; and

WHEREAS, the City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development; and

WHEREAS, the City and Developer intend to enter into future agreements to provide additional obligations and benefits for both parties related to the Project; and

WHEREAS, the City and Developer now desire to enter into this Agreement for the purpose of setting forth initial covenants, agreements, and obligations of the Parties to make possible the development project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

ARTICLE I

GENERAL PROVISIONS, DEFINITIONS & EXHIBITS

Section 1.01. Recitals. The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.

Section 1.02. Scope of Agreement. The purpose of this Agreement is to provide a coordinated and clear outline of the obligations contemplated of City and Developer and agreement to negotiate in good faith concerning the incentives necessary to complete the development Project.

Section 1.03. Defined Terms.

“Area” means the area in the City’s West Bottoms generally bounded by Liberty Street on the West, 12th Street on the South, Beardsley Road on the East, the UP railroad tracks on the Northwest, beginning at the intersection of the off-ramp from US Highway 70 onto Beardsley Road, the UP railroad tracks and continuing Southwest to the point where the rail road track intersect an extension of the west line of Liberty street.

“Code” means the Code of Ordinances, City of Kansas City.

“Development Site” means the area defined on Exhibit A.

“Incentives” means the financial incentives which may include a tax abatement, sales tax exemption on construction materials, in whole or in part, of real property taxes and sales taxes, the capture and redirection of certain tax revenues, tax credits, or such combination of the foregoing as the City Council and PIEA may elect to extend to the development project.

“Infrastructure Improvements” means the public infrastructure construction outlined in Section 3.05.

“MFI” Kansas City metropolitan area median family income.

“PIEA” means The Planned Industrial Expansion Authority of Kansas City, Missouri.

“PIEA Act” means Section 100.300, et seq., of the Revised Statutes of Missouri 2000, as amended.

“PIEA Redevelopment Corporation” means The Planned Industrial Expansion Authority of Kansas City, Missouri Redevelopment Corporation.

“Plan Map” means the map of the area with proposed improvements, attached hereto as Exhibit B.

“Private Development” means the private construction and development as outlined in Section 3.04.

“Project” means the Private Development outlined in Subsection 3.04 and the Infrastructure Improvements outlined in Subsection 3.05.

“Public Gathering Open Spaces” open spaces to be primarily available to the public at large in the Area, specifically 4,500 square feet of space at 1226 Union Avenue, 15,600 square feet of space at the Northwest corner of 11th Street and Santa Fe Street (to be known as Union Plaza), and 95,000 square feet of space located north of 1000 W 12th Street between the railroad tracks (to be known as the Grove).

“Reasonable Delay” means good faith justifiable reasons for delays, including, but not limited to, acts of God, governmental restrictions, stays, judgments, orders, decrees, enemy actions, civil commotion, fire, casualty, strikes, work stoppages, shortages of labor or materials or other causes beyond the reasonable control of Developer.

“Redevelopment Entity” means any entity with the authority to recommend to the city tax increment financing as that term is used in RSMo § 99.800 et seq or any entity authorized by statute to issue tax abatements, including corporations organized under RSMo § 353.010 et seq. for the purpose of redevelopment within the city limits, land clearance for redevelopment authority with an area of operation within the city, enhanced enterprise zone boards with an area of operation within the city and planned industrial expansion authority for the city.

“TIF Commission” means the Tax Increment Financing Commission of Kansas City, Missouri.

“UR Plan” means the Urban Renewal Plan approved by Ordinance No. 220555.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 City Representations and Warranties.

1. **Organization, Authorization.** The City (1) is a constitutionally chartered city validly

existing under the laws of the State of Missouri; (2) has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

2. **Effect on Prior Agreements.** The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not 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 restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, 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 City under the terms of any instrument or agreement to which the City is a party.
3. **Litigation.** To the best knowledge of the City, there is no action, threatened or pending, against the City, which would prevent or impair the City's performance hereunder.
4. **Warranty.** The City represents and warrants to the Developer that the foregoing items (1), (2) and (3) are true, accurate and complete as of the Effective Date and agrees that upon closing any transaction contemplated by this Agreement, the City shall confirm that the foregoing items (1), (2) and (3) shall be accurate, true and complete as of the Closing Date of such transaction.

Section 2.02 Developer Representations and Warranties.

1. **Organization, Authorization.** The Developer (1) is a limited liability company validly existing under the laws of the State of Missouri; (2) has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder; and (3) by all necessary action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.
2. **Prior Agreements.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms or conditions hereof do not and will not conflict with or result in a breach of any terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.
3. **Litigation.** To the best knowledge of Developer, there is no action, threatened or pending, against the Developer which would prevent or impair the Developer's performance hereunder.
4. **Warranty.** The Developer represents and warrants to the City that the foregoing items (a), (b) and (c) are true, accurate and complete as of the Effective Date and agrees that upon closing any transaction contemplated by this Agreement the Developer shall confirm that

the foregoing items (a), (b) and (c) shall be accurate, true and complete as of the Closing Date of such transaction.

5. Based on the analysis completed thus far and the information available to Developer at this time, Developer has a good faith belief that the development project will provide a minimum of 1,080 temporary jobs and 630 permanent jobs for the City.

ARTICLE III

THE DEVELOPMENT PROJECT

Section 3.01. Parking. The Parties shall jointly undertake an analysis to determine the parking needed to support each phase of the Project as contemplated by the UR Plan. The cost of such analysis shall be born by the Developer. If the Parties determine that additional parking facilities are needed beyond the 1488 parking stalls outlined in Section 3.04, the City shall agree, subject to the appropriation of funds for this purpose, to design and construct the required facilities and to acquire any property needed for the facilities. Any resulting parking facility shall be a public facility and Developer shall have no ownership interest in the facility. However, City agrees that the Parties may enter into a future parking agreement for the purpose of establishing terms by which the City leases parking spaces to Developer at a rate mutually acceptable to both Parties, and the City may also provide financing and/or financial incentives to Developer to support the construction of a shared, structured parking facility.

Section 3.02. Incentives. Project assistance available to this project may include real property tax abatement, personal property tax abatement, sales tax exemption on construction materials, and/or redirection of tax increment from new economic activity generated by the project for eligible project expenses. These benefits are available through various Redevelopment Agencies administered by the Economic Development Corporation of Kansas City, Missouri and directly through the City of Kansas City, Missouri. Applications for incentives shall be made as further described in Sections 4.01.2 and 4.02.1.

Section 3.03. Vacations, Land Dedications and Property Transfers. The Parties agree that any street vacations, other land dedications and property transfers desired by Developer for the Project will occur pursuant to the City's Code of Ordinances and other relevant policies and laws.

Section 3.04. Private Development Phases. The Developer anticipates completing the following "Private Development" in the area in four phases. Individual projects in the phases are as follows:

(a) Phase 1:

- i. One seven-story adaptive reuse residential building with 127 residential units and ground floor retail located on Block E, Lot 4, as shown on the Plan Map;
- ii. One three-story adaptive reuse mixed-use building located on Block B, Lot 3, as shown on the Plan Map;

- iii. One five-story adaptive reuse mixed-use buildings, located on Block E, Lot 2, as shown on the Plan Map;
- iv. One seven-story hotel located on Block H, Lot 2, as shown on the Plan Map;
- v. One new five-story residential building with approximately 266 residential units located on Block B, Lot 1, as shown on the Plan Map; and
- vi. Approximately 233 new permanent surface parking stalls located on Block F Lot 1, and Block c, Lot 2, as shown on the Plan Map, and approximately 477 temporary surface parking stalls located on Block D, Lots 1 and 2, Block A, Lot 1, and Block C, Lot 1, as shown on the Plan Map.

(b) Phase 2:

- i. Two new up to fifteen-story mixed use residential buildings each with 150 residential units and located on Lots 1 and 2 of Block D, as shown on the Plan Map, to include 380 new parking stalls in a structured parking garage, built pursuant to Section 3.01 herein.

(c) Phase 3:

- i. One new six-story new mixed-use residential building with 31 residential units located on Block G, Lot 1, as shown on the Plan Map; and
- ii. One new up to fifteen-story mixed use residential building with 236 residential units located on Block G, Lot 3, as shown on the Plan Map, to include 185 new parking stalls in a structured parking garage.

(d) Phase 4:

- i. One two-story adaptive, mixed use residential building with 12 residential units, located on Block D, Lot 5, as shown on the Plan Map;
- ii. One five-story adaptive, mixed use residential building with 45 residential units, located on Block G, Lot 2, as shown on the Plan Map;
- iii. One single story mixed-use building Block I, Lot 1, as shown on the Plan Map; and
- iv. Two new up to fifteen-story mixed use residential buildings each with 72 residential units each located on Block A, Lot 1 and Block C, Lot 1, as shown on the Plan Map, to include approximately 190 new parking stalls.

(c) Phase 5:

- i. One four-story adaptive, mixed use residential building located on Block D, Lot 3, as shown on the Plan Map;
- ii. One three-story adaptive, mixed use residential building, located on Block D, Lot 4, as shown on the Plan Map;
- iii. One four-story adaptive, mixed use building Block J, Lot 1, as shown on the Plan Map; and
- iv. Approximately 40 new parking stalls located on Block J, Lot 2, as shown on the Plan Map.

Section 3.05. Public Infrastructure Phases. The City anticipates completing the following “Infrastructure Improvements” in two or more phases in coordination with the Developer:

(a) Phase 1a:

- i. New water mains along Santa Fe from 9th Street to 12th Street;
- ii. New water mains along Union Ave. from Mulberry Street to appoint approximately 475 feet east of Santa Fe Street;
- iii. New sanitary sewers along Santa Fe Street from 9th street to 12th street, from Union Ave. from Mulberry to a point approximately 150 east of Santa Fe and along 11th Street from Mulberry to Santa Fe;
- iv. Conversion of existing combined sewer system to separate storm sewer system along Santa Fe from 9th to 12th street with storm sewer trunks at Union Ave. and 11th Street;
- v. Construction of regional detention basins;
- vi. Construction of the Public Gathering Open Spaces;
- vii. Reconstruction of streets, curbs, sidewalks, alleys, along Santa Fe from 9th to 12th Street, Union Ave. and 11th Street;
- viii. Installation of modern street light systems; and
- ix. Installation of street trees and other amenities.

(b) Phase 1b:

- i. Reconstruction of streets, curbs, sidewalks, driveways and associated streetscape improvements along Mulberry Street, 11th Street, and

Liberty Street, including intersection improvements at the intersection of 12th Street and Liberty; and

- ii. Rehabilitation of sanitary sewers and storm sewers along the same streets Mulberry Street, 11th Street, and Liberty Street.

(c) Phase 2:

- i. Reconstruction of streets, curbs, sidewalks, driveways and associated streetscape improvements along 12th Street from Santa Fe to Hickory, and along Hickory from Union to 12th Street; and
- ii. Reconstruction of east/west alley between Santa Fe and Hickory
- iii. Reconstruction of east/west alley between Union and 11th Street.

ARTICLE IV

ADDITIONAL OBLIGATIONS OF THE PARTIES

Section 4.01. Developer Obligations. Developer agrees to undertake and complete the following:

1. Within 90 days of execution of this Agreement, provide to the City the following Predevelopment Documents:
 - (a) A copy of any completed general development plan prepared for the TIF, PIEA or any other incentive purpose. The development plan shall include:
 - i. A future land use plan showing proposed uses of the project area; and
 - ii. A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes and ordinances, and amendments to adopted land use plans; and
 - iii. A statement as to the kind and number of additional public facilities or utilities which will be required in the area after completion of the plan; and
 - iv. A schedule indicating the estimated length of time needed for completion of each phase of the plan; and
 - (b) A copy of any marketing study prepared for financing or incentive purposes.
 - (c) A copy of a financing plan that includes a budget of all costs to complete the improvements related to the phases identified by the development plan and the option being exercised, as well as evidence of commitments to fund each source identified in the financing plan; and

(d) A blight study that includes the Real Property and has been completed within 2 years of delivery to the City.

The City shall have no obligations under this Agreement, including those contained in Article III, until the obligations of Developer in this Section 4.01.1 are fulfilled. Failure to comply with this subsection shall relieve the City of any of its obligations under this Agreement. Should the City elect to commence with its obligations such commencement shall not be seen as a waiver of any of Developer’s obligations under this subsection.

2. **PIEA.** The Developer will pursue economic development incentives available for its Project through the PIEA and shall comply with all requests and policies of the PIEA. Any application to the PIEA under this Agreement shall be made within 15 days of the City submitting its application to the Tax Increment Financing Commission pursuant to Section 4.02.1 of this agreement.
3. **Phase 1 Construction.** Subject to Reasonable Delay, if the City completes Phase 1 of the Infrastructure Improvements, as outlined in Section 4.02.2, Developer will break ground on Phase 1 the Private Development as described in Section 3.04 within 90 days of completion of the Phase 1 Infrastructure Improvements. Developer will complete the Phase 1 Private Development within two years of breaking ground. Subject to Reasonable Delay, if Developer does not deliver Phase I private development in substantial form to that described in Section 3.04 within five years of the completion of the Phase I Infrastructure Improvements, City will be released from any obligations under this agreement. This schedule may be superseded under terms of a development agreement between the Developer and the PIEA, provided that the superseded schedule is consented to the by the City Manager, such consent not to be unreasonably withheld.
4. **Later Phase Construction.** Subject to Reasonable Delay, the later phase construction shall be completed as follows:

Phase	Developer Breaks Ground	Developer completion date
Phase 2	Within 90 days of the City’s completion of the Phase 2 Infrastructure Improvements	By December 31, 2026
Phase 3	By June 31, 2026	By December 31, 2028
Phase 4	By June 31, 2029	By December 31, 2030
Phase 5	By June 31, 2035	By December 31, 2035

This schedule may be superseded under terms of a development agreement between the Developer and the PIEA, provided that the superseded schedule is consented to the by the City Manager, such consent not to be unreasonably withheld.

5. **Private Capital.** The Developer will be responsible for obtaining private capital in an amount sufficient, when added to the Incentives, to finance the Project. The Developer, along with other equity partners and participants, will be prepared to fund, subject to Incentives and private capital, the amount of private equity necessary to complete the financing of the Project.
6. **AdvanceKC.** Throughout the incentive process, Developer shall also comply with the City's AdvanceKC policies and with statutory processes concerning incentives sought.
7. **Infrastructure Design.** Developer agrees to coordinate for and solely bear the cost of the design for the public infrastructure Developer desires for the Project. Provided however, such costs shall be included as a reimbursable project cost under the City's application to the TIF Commission. Developer or its designee shall consult with the City on the design of the infrastructure and shall present to City its final plan within 90 days of the Effective Date of this Agreement.
8. **Affordable Housing.** The Developer shall comply with the affordable housing set-aside requirement outlined in Code § 74-11. To the extent that this requirement may cause a financial gap for the project, City and Developer agree to identify a funding source, amount, and terms that will assist Developer in complying with the requirement.
9. Developer will convey and record a permanent public access easement for the Public Gathering Open Spaces within 180 days of the execution of this agreement, pursuant to Section 4.01(3) herein. The Parties acknowledge and agree that the Public Gathering Open Spaces are to be used for, and accessible to, the public consistent with other public parks within the city.
10. Throughout the incentive process, and subject to the terms of this Agreement, Developer shall comply with the City's AdvanceKC policies and with statutory processes concerning Incentives sought.
11. Developer agrees to comply with all City policies applicable to the construction of improvements including, without limitation, M/WBE and Construction Workforce requirements, prompt pay, (bonding, OSHA 10-hour certifications,) E-Verify, (public competitive procurements) and prevailing wage for the Projects and all future projects within the Development Site for which they receive incentives in the form of tax increment financing, tax abatement or tax redirection, except to the extent that the prevailing wage requirements outlined in Code § 3-622 are waived by the PIEA in accordance with Ordinance No. _____. Developer further agrees to meet or exceed all M/WBE goals set for any private improvements contemplated by the project.
12. Notwithstanding anything in this Agreement to the contrary, any and all Incentives that may be extended to the development project shall be subject to City Council Ordinances 200497, which may require a qualified financial analysis that measures the impact to the taxing jurisdictions. Nevertheless, the City acknowledges that any property that is a local or national landmark or contributes to a historic district that is also developed as part of the

Project, as outlined in Section 3.04, meets the Extraordinary Qualifications outlined in Ordinance 200497, and the City agrees that waiver of those requirements is appropriate. The Developer may in its sole discretion determine whether Incentives recommended through the City's AdvanceKC process are sufficient to proceed with the Project. It is anticipated that such Incentives may exceed those set forth in Ordinance 200497.

Section 4.02. City Obligations. City agrees, subject to all laws and regulations, to undertake and complete the following:

1. **TIF Application.** City shall apply with the TIF Commission to receive incentives available under Sections 99.800 et seq. RSMo. to be used to fund the Public Infrastructure outlined in Section 3.05. City shall be deemed the applicant for any TIF incentives.
2. **Public Infrastructure Improvement Construction.** Subject to the appropriation of funds for this purpose, the City shall undertake construction of the Phase 1a and 1b Infrastructure Improvements by June 30, 2023, completing such improvements by December 31, 2025. If the Developer then completes Phase 1 of the Private Development, and provides the City notice of its intent to proceed with the further phases of Private Development, the City shall undertake construction of the Phase 2 Public Improvements by the earlier of (1) within one year of receiving such notice, subject to the appropriation of funds, or (2) the Phase 2 Public Improvements commencement date specified in the development agreement between the PIEA and the Developer, provided that the City Manager consents in writing to the date specified in the development agreement between the PIEA and the Developer. City agrees to review Developer's submitted design for public infrastructure and, upon agreement that the improvements are necessary, to make such improvements to City-controlled infrastructure, subject to the appropriation of funds for that purpose. The City Manager or his designee shall seek an appropriation for such contribution from City Council in an amount to be agreed upon by the Parties. The City shall have ultimate discretion to determine necessity of such improvements and the timing of any installation of the improvements.
3. **Public Gathering Outdoor Space Construction.** City agrees to review Developer's submitted design for Public Outdoor Gathering Spaces and to make such improvements subject to the appropriation of funds for that purpose. The City shall have ultimate discretion to determine necessity of such spaces and the timing of any installation of the improvements. The City Manager or his designee shall seek an appropriation for such contribution from City Council in an amount to be agreed upon by the Parties. Maintenance obligations for any Public Gathering Outdoor Spaces shall be determined by future agreement. Construction of the Union Plaza Public Gathering Outdoor Space will occur at the same time as the Phase 1 Public Infrastructure Improvements.
4. The City agrees to reasonably cooperate with Developer for any application Developer may make for incentives, community improvement district formations under the authority of Sections 67.1401 to 67.1571 of the Missouri Revised Statutes, or transportation development district formations under the authority of Sections 238.200 to 238.280 of the Missouri Revised Statutes.

5. The City shall assist in blight remediation and demolition of the Weld Wheel building located at Block B, Lot 1 and Lot 2 in the Area. The City shall provide such financial assistance to the developer directly or through a cooperative agreement or redevelopment agreement through an appropriate redevelopment agency, subject to future approval of the City Council if required.
6. The City agrees that the City Manager or their designee will request of the City Council any funding appropriations necessary to complete the City's obligations under this agreement. In case of such decline, the City will have no obligation to provide the funding.
7. City Manager or their designee will request the City Council grant the approvals, licenses, or transactions necessary to complete the following:
 - (a) Formation of an entertainment district and an open container district, pursuant to City Ordinance and any other laws or regulations.
 - (b) Assist Developer in evaluating the feasibility of a railway quiet zone, and, if feasible, work with the Developer and the Railroad to obtain a quiet zone designation.
 - (c) As required for the final approval, permitting and/or construction of the Project and to the extent that the City has an interest in the following properties and subject to the normal vacation process, the vacation of:
 - i. 2,510 square feet of right of way on the southwest corner at the intersection of Santa Fe and 11th Street.
 - ii. 3,845 square feet of alley in Block 53, running East to West between Mulberry and Hickory Streets, South of 11th Street and North of 12th Street.
 - iii. 2,300 square feet of St. Louis Avenue and alley north of St. Louis Avenue along the South side of block 29.
 - iv. 18,815 feet of St. Louis Ave. between Santa Fe Street and Mulberry Street.
 - v. 805 square feet of alley running East to West from Mulberry Street to the intersection of UP railroad tracks, North of Union Street.
 - vi. 18,815 square feet of St. Louis Avenue running Northeast to Southwest, east of Santa Fe Street.
 - vii. 63,700 square feet of right of way between Union Ave and Forester Ave, east of Santa Fe Street
 - viii. 5,155 square feet of right of way running along the north side of Forester Avenue

- (d) Assist Developer to achieve compliance with the parkland dedication requirements through Code § 88-408-E, Private Development and Operation of Recreational Open Space, including supporting crediting the Public Gathering Open Spaces towards satisfaction of the requirements of Code § 88-408, to the extent permitted by statute and city ordinance. This agreement does not supersede any requirements or conditions that may have been adopted by Ordinance No. 220555.

ARTICLE V

MISCELLANEOUS

5.1 **No Tax Representations or Warranties.** The Parties hereby agree that neither the Developer nor the City is making any representations or warranties to the other about the tax treatment, implications or treatment of the transactions contemplated in this Agreement. The City does not agree to offset, credit or pay to the Developer any amount for any loss of benefit anticipated by the Developer in the event that any sales tax exemptions are denied by third parties or by an order of a court. In such event, there shall be no sales tax exemption and sales taxes will be due and owing on any Construction Materials purchased under sales tax exemption.

5.2 **Determination of Liability.** If sales taxes are due and owing under the terms of this Agreement, then Developer shall cooperate with City and shall provide City and any third party charged with enforcement of the state's sales tax laws and regulations access to such records as Developer is obligated to retain for the purpose of enabling City or third party to determine with reasonable certainty the amount of sales taxes due and owing and shall remit such sums as directed by City or third party within thirty (30) days of the determination. In the event that Developer fails to retain the records or otherwise fails to provide access to the same for the purposes contemplated herein, City or third party shall have the right to estimate the sales tax liability and Developer shall be bound by such estimate.

5.3 **Records Retention.** Developer shall retain all records related to the sale of, and its purchase of, construction materials for a period of no less than three (3) years following the date of sale or such longer term as may be required pursuant to the terms of any subsequent agreements executed by the City and the Developer in connection with the Bond Issuance.

5.4 **Extension of Time of Performance.** Developer shall be entitled to a reasonable extension of the time of performance under this Agreement, the length of which shall be determined by the City Manager of the City, for delays to its performance that are in no way the fault or responsibility of Developer; provided, however, that no such extension shall be granted unless a written request, setting forth in detail the grounds therefor, is received by the City Manager within a reasonable amount of time following the events giving rise to such alleged delay. The City Manager shall not unreasonably withhold its consent should the Developer seek an extension.

5.5 **Changes to Project's Schedule.** Developer and City may agree to modify the schedules specified in Article III of this Agreement for either Party's performance as a modification to this Agreement and will confirm such modifications in writing.

5.6 **Notices.** All notices shall be sent either by certified mail, return receipt requested, personal messenger or overnight delivery via a reputable overnight delivery service. Any notice sent by (a) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States Mail; (b) personal messenger shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service addressed as specified below:

If to City:	Office of City Manager City of Kansas City, Missouri Attn: City Manager 414 East 12th Street, 29th Floor Kansas City, Missouri 64106
With a copy to:	Law Department City of Kansas City, Missouri Attn: City Attorney 414 East 12th Street, 28th Floor Kansas City, Missouri 64106
And a copy to:	Finance Department City of Kansas City, Missouri Attn: Tammy Queen, Finance Director 414 E. 12th Street, 3rd Floor Kansas City, Missouri, 64106
If to the Developer:	Minnie Bellomo SomeraRoad, Inc. 130 West 42 nd Street, 22 nd Floor New York, New York 10036 Telephone: 646-880-6128 Email: minnie@someraroadinc.com
With a copy to:	Charles G. Renner Husch Blackwell LLP 4801 Main Street, Suite 1000 Kansas City, MO 64112 Telephone: 816-329-4702 Email: Charles.renner@huschblackwell.com

Such address may be changed by a party by giving the other party ten (10) days' notice of such change in writing.

5.7 **Assignments.** This Agreement may not be assigned by Developer without the prior written consent of City, which consent may be granted, denied or conditioned in the sole discretion of City; provided, however, the City shall not unreasonably withhold its consent should the Developer seek to assign this agreement to a subsidiary.

5.8 **Further Actions.** The City and Developer acknowledge that this Agreement contemplates the execution of further agreements, that the objectives of this Agreement necessitate such further agreements being executed. City and Developer agree to negotiation in good faith to enter into necessary future agreements. The Parties agree that, except where modification is authorized in this Agreement, all other agreements and other documents to be executed by the parties to effectuate the transactions contemplated in this Agreement shall be consistent with the terms and conditions of this Agreement.

5.9 **Severability.** If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

5.11 **Venue.** Any lawsuit, action, or proceeding arising under this shall, to the extent there is federal jurisdiction over the parties and subject matter, be brought exclusively in either the federal courts of the United States located in the Western District of Missouri or the circuit court of Jackson County, Missouri at Kansas City.

5.12 **Negation of Partnership.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and the Developer or as constituting the Developer as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that the Developer is an independent contractor hereunder.

5.13 **Conflict of Terms.** It is the intention of the City and the Developer that if any provision of this Agreement is capable of two constructions, one of which would render this provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

5.14 **No Waiver.** No failure on the part of the City or the Developer to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

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

CITY OF KANSAS CITY, MISSOURI

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Title: _____

WEST BOTTOMS – PROPCO MASTER, LLC

By: _____ Name: _____
Title: _____

Exhibit A

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 33 WEST, TURNER AND CO'S ADDITION, PART OF BLOCKS 39, 40, 42, 43, 44, 45, 53, 54, 57 AND 58, WEST KANSAS ADDITION PART OF BLOCKS 28 AND 29, ALL IN THE CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 16, OF BLOCK 3 OF WEST KANSAS 2ND ADDITION IN SAID SOUTHWEST QUARTER; THENCE NORTH $03^{\circ}17'20''$ EAST 35.35 FEET TO THE SOUTHWEST CORNER OF BLOCK 58 OF SAID TURNER AND CO'S ADDITION; THENCE NORTH $02^{\circ}01'25''$ EAST 414.37 FEET TO THE SOUTHWEST CORNER OF LOT 32 OF BLOCK 44 OF SAID TURNER AND CO'S ADDITION; THENCE NORTH $87^{\circ}40'37''$ WEST ALONG THE SOUTH LINE OF SAID BLOCK 45 AND THE EXTENSION THEREOF, 293.28 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH $01^{\circ}56'54''$ WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER 2.30 FEET; THENCE NORTH $87^{\circ}14'33''$ WEST 38.24 FEET TO A POINT 2.01 FEET SOUTH OF THE SOUTH LINE OF SAID BLOCK 45; THENCE NORTH $01^{\circ}55'20''$ EAST 61.92 FEET; THENCE NORTH $64^{\circ}55'20''$ EAST 43.05 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER, SAID POINT BEING 79.72 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 45; THENCE NORTH $65^{\circ}18'55''$ EAST 19.42 FEET TO A POINT ON THE WEST LINE OF LOT 25 OF SAID BLOCK 45; THENCE NORTH $63^{\circ}05'10''$ EAST 27.43 FEET TO A POINT ON THE EAST LINE OF LOT 25 OF SAID BLOCK 45, 18.69 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 25 OF SAID BLOCK 45; THENCE NORTH $74^{\circ}37'13''$ EAST 25.15 FEET TO A POINT ON THE EAST LINE OF LOT 24 OF SAID BLOCK 45, 11.03 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 24 OF SAID BLOCK 45; THENCE NORTH $02^{\circ}02'41''$ EAST 11.03 FEET TO THE NORTHEAST CORNER OF LOT 24 OF SAID BLOCK 45; THENCE SOUTH $87^{\circ}39'09''$ EAST ALONG THE NORTH LINE OF LOT 23 OF SAID BLOCK 45, 9.84 FEET; THENCE NORTH $02^{\circ}20'59''$ EAST 10.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 10 OF SAID BLOCK 45; THENCE NORTH $60^{\circ}08'56''$ EAST ALONG THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD COMPANY, 186.23 FEET TO A POINT ON THE EAST LINE OF LOT 16 OF SAID BLOCK 45, SAID POINT BEING 21.59 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 16 OF SAID BLOCK 45; THENCE NORTH $86^{\circ}40'53''$ EAST 60.17 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF SAID BLOCK 44; THENCE NORTH $45^{\circ}53'39''$ EAST 21.67 FEET TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID BLOCK 44; THENCE NORTH $51^{\circ}13'28''$ EAST 106.53 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 39 OF SAID TURNER AND CO'S ADDITION; THENCE SOUTH $87^{\circ}41'45''$ EAST 144.31 FEET TO THE SOUTHEAST CORNER OF LOT 23 OF SAID BLOCK 39; THENCE NORTH $02^{\circ}11'01''$ EAST ALONG THE EAST LINE OF SAID LOT 23 86.70 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE NORTH $61^{\circ}16'47''$ EAST ALONG THE SOUTHERLY RIGHT OF WAY OF SAID UNION PACIFIC RAILROAD, 223.37 FEET; THENCE SOUTH $87^{\circ}44'54''$ EAST 60.49 FEET TO A POINT ON THE WEST LINE OF LOT

3 OF BLOCK 40 OF SAID TURNER AND CO'S ADDITION; THENCE NORTH 02°07'16" EAST 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 87°44'54" EAST ALONG THE NORTH LINE OF SAID LOT 3, 20.36 FEET; THENCE NORTH 61°34'43" EAST 137.22 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 29 OF SAID WEST KANSAS ADDITION; THENCE SOUTH 87°44'54" EAST 78.65 FEET TO THE SOUTHEAST CORNER OF LOT 23 OF SAID BLOCK 29; THENCE NORTH 02°14'35" EAST ALONG THE EAST LINE OF SAID LOT 23, 46.64 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID UNION PACIFIC RAILROAD; THENCE NORTH 61°36'35" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID UNION PACIFIC RAILROAD 371.36 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, THENCE NORTH 62°00'01" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID UNION PACIFIC RAILROAD, 711.10 FEET; THENCE SOUTH 28°01'41" EAST 88.22 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BRUCE FORESTER VIADUCT; THENCE SOUTH 61°56'44" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID BRUCE FORESTER VIADUCT, 284.38 FEET; THENCE NORTH 27°48'46" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID BRUCE FORESTER VIADUCT, 0.39 FEET; THENCE SOUTH 62°11'14" WEST ALONG THE NORTH LINE OF SAID BRUCE FORESTER VIADUCT, 231.79 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET AND AN ARC LENGTH OF 175.51 FEET; THENCE NORTH 87°49'35" WEST 3.28 FEET; THENCE SOUTH 60°32'12" WEST 48.72 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 01°55'54" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 87.66 FEET; THENCE SOUTH 48°21'39" EAST 33.26 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF ST. LOUIS AVE. AS NOW ESTABLISHED; THENCE SOUTH 42°11'21" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID ST. LOUIS AVE., 105.23 FEET; THENCE NORTH 87°44'54" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID ST. LOUIS AVE., 78.00 FEET TO A POINT ON THE EAST LINE OF SANTA FE STREET AS NOW ESTABLISHED; THENCE SOUTH 02°14'17" WEST ALONG THE EAST LINE OF SAID SANTA FE STREET 387.93 FEET TO THE NORTHWEST CORNER OF BLOCK 42 OF SAID TURNER AND CO'S ADDITION; THENCE SOUTH 87°58'19" EAST 122.02 FEET TO THE NORTHEAST CORNER OF LOT 5 OF SAID BLOCK 42, SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 50°11'21" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF UNION AVE., 258.03 FEET; THENCE SOUTH 39°53'30" EAST 102.55 FEET; THENCE SOUTH 50°11'21" WEST PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID UNION AVE., 250.65 FEET; THENCE SOUTH 37°32'32" WEST 80.98 FEET; THENCE SOUTH 49°27'54" WEST 35.74 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 6 OF BLOCK 42 OF SAID TURNER AND CO'S ADDITION; THENCE NORTH 87°53'02" WEST 123.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID SANTA FE STREET; THENCE SOUTH 02°12'54" WEST ALONG THE EAST RIGHT OF WAY LINE OF SAID SANTA FE STREET, 366.14 FEET; THENCE SOUTH 24°50'22" WEST 194.76 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 12TH STREET IN THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 87°25'13" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 12TH STREET, 448.86 FEET TO THE

NORTHEAST CORNER OF LOT 1, BLOCK 3 WEST KANSAS 2ND ADDITION; THENCE NORTH 87°25'28" WEST 383.69 FEET TO THE POINT OF BEGINNING.

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 49 NORTH, TOWNSHIP 33 WEST, IN THE CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI DESCRIBED AS:

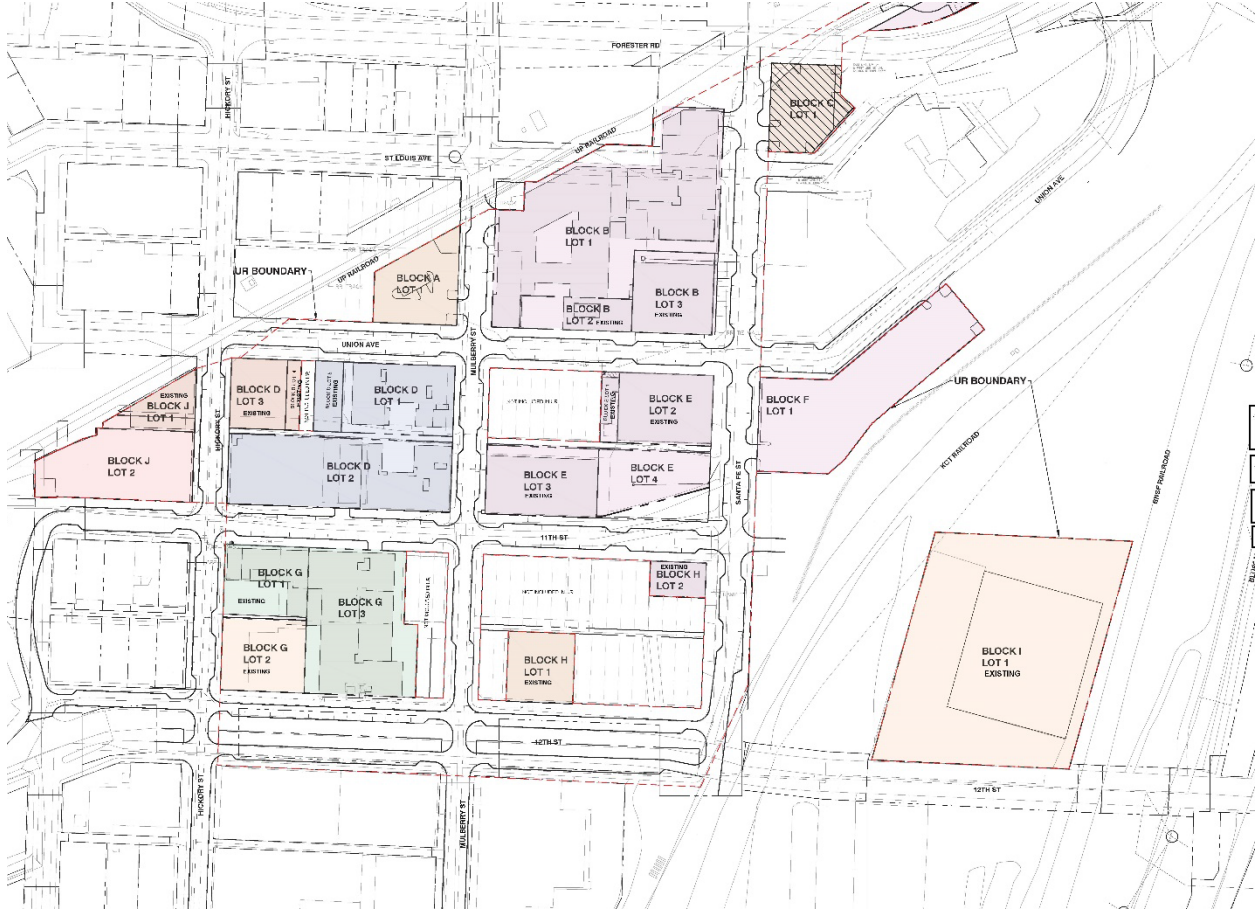
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 87°21'11" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 91.21 FEET; THENCE NORTH 02°38'49" EAST 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 12TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 15°37'19" EAST 406.35 FEET; THENCE SOUTH 87°21'11" EAST 339.92 FEET; THENCE SOUTH 15°37'19" WEST 406.35 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID WEST 12TH STREET; THENCE NORTH 87°21'11" WEST 339.92 FEET TO THE POINT OF BEGINNING.

EXCEPT

LOTS 1 THROUGH 8 BLOCK 43; LOTS 6, 7, 8 IN BLOCK 44; LOTS 14, 15, 16 AND THE NORTH HALF OF ALLEY ADJACENT TO SAID LOTS ALSO LOTS 17, 18 AND THE SOUTH HALF OF ALLEY ADJACENT TO LOTS IN BLOCK 53; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, THE SOUTH HALF OF LOTS 13, 14, 15, 16, LOTS 17, 18, 19, 20, 21, 22, 23, 24, 25, THE EAST 4.95 OF LOT 26, LOTS 31, 32, AND THE 10.0' ALLEY IN BLOCK 54, IN TURNER AND CO'S ADDITION TO SAID CITY OF KANSAS CITY.

CONTAINING IN ALL 21.85 ACRES OF LAND MORE OR LESS.

Exhibit B





File #: 221066

ORDINANCE NO. 221066

Sponsor: City Manager

Rezoning an area of about 2.98 acres generally located along Main Street from Armour Boulevard on the north to 36th Street on the south from District B3-2, District B4-5, and District R-1.5 to District MPD, and approving a preliminary development plan that will also serve as a preliminary plat for a mixed-use development containing 318 dwelling units and commercial space. (CD-CPC-2022-00183)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section A. That Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, commonly known as the Zoning and Development Code, is hereby amended by enacting a new section to be known as Section 88-20-1370, rezoning an area of approximately 2.98 acres generally located along Main Street from Armour Boulevard on the north to 36th Street on the south from District B3-2 (Community Business 2), District B4-5 (Heavy Business/Commercial 5) and District R-1.5 (Residential 1.5) to District MPD (Master Planned Development), said section to read as follows:

Section 88-20-1370. That an area legally described as:

TRACT 1: Lots 1, 2, 3, 4, 19, 20, 21, 22, and the north 16.09 feet of Lots 5 and 18, except that part of Lots 1 and 22 in Armour Boulevard, Block 10, Hyde Park, a subdivision in Kansas City Jackson County, Missouri, according to recorded plat thereof.

TRACT 2: The south 33.91 feet of Lot 5 and all of Lots 6, 7, 8, 9, 10 and 11, Block 10, Hyde Park, a subdivision in Kansas City, Jackson County, Missouri, according to recorded plat thereof.

TRACT 3: The north 16.09 feet of Lot 14, and all of Lot 15 and the south 33.91 feet of Lot 16, Block 10, Hyde Park, a subdivision in Kansas City Jackson County, Missouri, according to recorded plat thereof.

is hereby rezoned from District B3-2 (Community Business 2), District B4-5 (Heavy Business/Commercial 5) and District R-1.5 (Residential 1.5) to District MPD (Master Planned Development), all as shown outlined on a map marked Section 80-20A-1370, which is attached

hereto and made a part hereof, and which is hereby adopted as a part of an amendment to the zoning maps constituting a part of said chapter and in accordance with Section 88-20 thereof.

Section B. That a development plan for the area legally described above is hereby approved, subject to the following conditions:

1. The patio amenity facing Main Street must be in accordance with the Main Street Overlay District.
2. A deviation from 88-323-02-E.2 is approved.
3. Alternative compliance for parking is approved, pursuant to 88-420-16, to allow .5 spaces per unit.
4. Considering 88-420-16-K, examples of eligible accommodations inside the indoor parking facilities need to be included in the MPD final plan submittal. Special facilities for bicyclists include enclosed bicycle lockers, employee shower facilities, dressing areas for employees, and onsite public bicycle-sharing stations.
5. An administrative adjustment for alternative compliance is approved pursuant to 88-425-13 for 17 street trees (along Main St) to satisfy the requirement and will be maintained or replaced on the subject site.
6. 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.
7. 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 disturbed area to simulate natural runoff conditions and reduce small storm discharge to the combined sewer system and 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.
8. The developer shall integrate into the existing streetlight system any relocated 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.
9. The developer shall submit a plan for approval and permit by the Land Development Division prior to beginning construction of any improvements in the public right-of-way, and construct ADA-compliant ramps at all required locations where new private drives are being added, or where existing sidewalks are modified or repaired.
10. The developer shall submit plans for grading, siltation, and erosion control to the 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.
11. 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, Code of Ordinances, 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 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 of occupancy permits.

12. The developer shall submit construction plans in compliance with adopted standards for all improvements required by the traffic study approved by the Public Works Department, and shall secure permits for those improvements as required by the Land Development Division, prior to recording the plat.
13. The developer shall submit verification of vertical and horizontal sight distance for the drive connection to public right-of-way to the Land Development Division and make improvements to ensure local jurisdiction and/or minimum AASHTO adequate sight distance standards are met, prior to issuance of any certificate of occupancy.
14. The developer shall 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.
15. The developer shall submit an analysis to verify adequate capacity of the existing sewer system as required by the Land Development Division prior to issuance of a building permit to connect the private system to the public sewer main and depending on adequacy of the receiving system, make other improvements as may be required.
16. The developer shall enter into a covenant agreement for the maintenance of any stormwater detention area tracts as required by the Land Development Division, prior to recording the plat.
17. The developer shall be responsible for dedication of parkland, private open space in lieu of parkland, or payment of cash-in-lieu of either form of dedication, or any combination thereof in accordance with 88-408. Should the developer choose to pay cash-in-lieu of dedicating all or a portion of the required area, the amount due shall be based upon the (2022) acquisition rate of (\$64,220.18) per acre. This requirement shall be satisfied prior to certificate of occupancy.
18. The developer shall fully comply with and remain in compliance with the parkway and boulevard standards as outlined in 88-323.
19. The developer shall have a water flow test done to ensure there is adequate water pressure to serve the development.
20. The developer shall ensure that water and fire service lines should meet current Water Services Department rules and regulations prior to a certificate of occupancy.
21. The developer shall submit a traffic impact study for the development with the final MPD plan. Based on the trip generation manual, this development will generate sufficient trips to warrant a traffic impact study.

A copy of said MPD development plan and preliminary plat is on file in the office of the City Clerk with this ordinance and is made a part hereof.

Section C. That the Council finds and declares that before taking any action on the proposed amendment hereinabove, all public notices and hearings required by the Zoning and Development Code have been given and had.

..end

I hereby certify that as required by Chapter 88, Code of Ordinances, the foregoing ordinance was duly advertised and public hearings were held.

Secretary, City Plan Commission

Approved as to form and legality:

Sarah Baxter
Senior Associate City Attorney

**No Fact Sheet
Provided for
Ordinance No.**

221066



File #: 221067

RESOLUTION NO. 221067

Sponsor: City Manager

Approving an amendment to the Midtown Plaza Area Plan on about 2.98 acres generally located along Main Street from Armour Boulevard on the north to 36th Street on the south by changing the recommend land use from Residential High Density and Mixed Use Community to Residential Urban and Mixed Use Community. (CD-CPC-2022-00184)

WHEREAS, on January 7, 2016, the City Council by Resolution No. 150899 adopted the Midtown Plaza Area Plan; and

WHEREAS, after further review it has been deemed appropriate to amend the Midtown Plaza Area Plan as it affects that area of approximately 2.98 acres generally located along Main Street from Armour Boulevard on the north to 36th Street on the south by changing the recommend land use from Residential High Density and Mixed Use Community to Residential Urban and Mixed Use Community; and

WHEREAS, the City Plan Commission considered such amendment to the Proposed Land Use Map on December 6, 2022; and

WHEREAS, after all interested persons were given an opportunity to present testimony, the City Plan Commission did on December 6, 2022, recommend approval of the proposed amendment to Midtown Plaza Area Plan; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section A. That the Midtown Plaza Area Plan is hereby amended as to the Proposed Land Use Plan and Map for that area of approximately 2.98 acres generally located along Main Street from Armour Boulevard on the north to 36th Street on the south by changing the recommend land use from Residential High Density and Mixed Use Community to Residential Urban and Mixed Use Community.

Section B. That the amendment to the Midtown Plaza Area Plan is consistent and complies with the FOCUS Kansas City Plan, adopted on October 30, 1997, by Committee Substitute for Resolution No. 971268, and is adopted as a supplement to the FOCUS Kansas City Plan.

Section C. That the Council finds and declares that before taking any action on the proposed amendment hereinabove all public notices have been given and hearing have been held as required by law.

..end

**No Fact Sheet
Provided for
Resolution No.**

221067



File #: 221068

ORDINANCE NO. 221068

Sponsor: City Manager

Reducing the Contingent Appropriation by \$131,300.00 in the General Fund; and appropriating that amount to the City Council-Legislative & Policy account of the General Fund for costs associated with hosting the National League of Cities’ 2022 City Summit.

WHEREAS, the City of Kansas City, Missouri values greatly its membership and volunteer roles within the National League of Cities (NLC); and

WHEREAS, Kansas City hosted the NLC 2022 City Summit (“Summit”) where attendees from all over the country received the opportunity to gather with other cities, learn from, and share with peers and experts; and

WHEREAS, the Summit offered invaluable opportunities through networking events, mobile workshops, entertainment, exhibits and sessions on leadership and governance; and

WHEREAS, hosting the Summit required planning and fundraising assistance to accomplish the above goals and the City is committed to paying associated vendors in a timely manner; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the appropriation in the following account of the General Fund is reduced by the following amount:

23-1000-179990-B	Contingent Appropriation	\$131,300.00
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Section 2. That the sum of \$131,300.00 is hereby appropriated from the Unappropriated Fund Balance of the General Fund to the following account:

23-1000-011501-612450	City Council – Legislative & Policy	\$131,300.00
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..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise

unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Nelson V. Munoz
Deputy City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: Please Select

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Reducing the Contingent Appropriation by \$131,300.00 and appropriating the same amount in the City Council - Legislative and Policy accounts for costs associated with hosting the NLC 2022 City Summit

Discussion

Click or tap here to provide [more detailed information and analysis](#) on this topic.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No

2. What is the funding source?

General Fund

3. How does the legislation affect the current fiscal year?

Reduced Contingent Appropriation by \$131,300

4. Does the legislation have fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

No

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

The City worked with many external stake holders to utilize fundraised dollars and in-kind contributions to host the Summit

Budget Review

(Staff will complete this section.)



City of Kansas City, Missouri

Docket Memo

- 1. This legislation is supported by the general fund. Yes No
- 2. This fund has a structural imbalance. Yes No

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan Impact

Finance and Governance: To employ best practices in governance and management with an emphasis on accountability, transparency, engagement, and resiliency, and to effectively and efficiently utilize Kansas City’s economic resources to maintain financial solvency.

Prior Legislation

Resolution 160285 in support of a previous bid to host in 2019

Service Level Impacts

Click or tap here to provide a description of how this ordinance will impact service levels. List any related key performance indicators and impact.

Other Impacts

- 1. What will be the potential health impacts to any affected groups?
None
- 2. How have those groups been engaged and involved in the development of this ordinance?
Click or tap here to enter text.
- 3. How does this legislation contribute to a sustainable Kansas City?
The Summit brought tourism dollars to the City which contributes to the overall ability to fund sustainability efforts
- 4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled “Civil Rights”)?
Yes



City of Kansas City, Missouri

Docket Memo

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

[Click or tap here to enter text.](#)



File #: 221069

RESOLUTION NO. 221069

Sponsors: Mayor Quinton Lucas and Councilmember Eric Bunch

Directing the City Manager to begin transition of the short-term rental regulatory program from the City Planning and Development Department to the Neighborhoods Department, including taking steps to address any needed staffing, funding and legislative changes to effectuate the transition and evaluating the prospect of a limited moratorium on new short-term rental applications and registrations; and directing the City Manager to complete the transition to the Neighborhoods Department as soon as 60 days and no later than 90 days.

WHEREAS Chapter 88 of the City Code, Sections 88-321-01 through 88-321-04, sets forth use regulations for short-term rental units and is administered and enforced through the City's Planning and Development Department; and

WHEREAS, the proliferation of short-term rentals in the City demands additional capacity to enforce regulations, as well as a deeper look at how short-term rental regulations might be improved, as reinforced by the recent City Audit on the topic; and

WHEREAS, the Neighborhoods Department's Community Engagement Specialists are actively building collaborative relationships with neighborhood leaders and are, through their current enforcement of nuisance and property maintenance violations under the City's Code, well suited to help identify and address violations of City's short-term rental unit regulations, including encouraging compliance, maintaining annual inspections, and mitigating complaints; and

WHEREAS, the City recognizes the importance of ensuring adequate enforcement capacity concerning short-term rental units, and believes that this can more readily be accomplished by transitioning such regulatory duties to the Neighborhoods Department; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is directed to begin transition of all registration, enforcement and other regulatory duties concerning short-term rental units from the City Planning and Development Department to the Neighborhoods Department, including hiring any additional staff, making any other necessary personnel changes, securing any necessary funding, evaluating the prospect of a limited moratorium on new short-term rental applications and

registrations and proposing any appropriate, corresponding amendments to the City's Code in order to effectuate this transition.

Section 2. That the City Manager is directed to complete the above tasks and any other tasks necessary to transition regulatory duties for short-term rental units to the Neighborhoods Department as soon as 60 days and no later than 90 days.

..end

**No Fact Sheet
Provided for
Resolution No.**

221069



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: Mayor/Council's Office

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Directing the City Manager to begin transition of the short-term rental regulatory program from the City Planning and Development Department to the Neighborhoods Department.

Discussion

There are regulations for short-term rental units, but the City requires additional capacity to enforce and improve those regulations. The Neighborhoods Department's Community Engagement Specialists are already building relationships with community and neighborhood leaders therefore are well suited to accomplishing the City's goals as they relate to short-term rental units.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No

2. What is the funding source?

NA

3. How does the legislation affect the current fiscal year?

NA

4. Does the legislation have fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

No

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

No

Office of Management and Budget Review

(OMB Staff will complete this section.)

City of Kansas City, Missouri



Docket Memo

1. This legislation is supported by the general fund. Yes No
2. This fund has a structural imbalance. Yes No

Additional Discussion (if needed)

The fiscal impact is unavailable at this time pending transition plan details.

Citywide Business Plan (CWBP) Impact

View the [FY23 Citywide Business Plan](#)

Which CWBP goal is most impacted by this legislation?

Housing and Healthy Communities (Press tab after selecting.)

Which objectives are impacted by this legislation (select all that apply):

- Maintain and increase affordable housing supply to meet the demands of a diverse population
- Broaden the capacity and innovative use of funding sources for affordable housing
- Invest in neighborhood stabilization and revitalization to reduce blight, ensure sustainable housing, and improve the wellbeing of residents while sustaining their diverse cultures
- Ensure all occupants of residences have quality, efficient, and healthy housing with minimal economic or regulatory barriers
- Address the various needs of the City's most vulnerable population
- Utilize planning approaches to improve the City's neighborhoods

Prior Legislation

170771, 170772

Service Level Impacts

Once complete, the transition is intended to provide more support to enforce short-term rental unit regulations

Other Impacts



City of Kansas City, Missouri

Docket Memo

1. What will be the potential health impacts to any affected groups?

There is no explicit health impact of moving the program to a new department

2. How have those groups been engaged and involved in the development of this ordinance?

NA

3. How does this legislation contribute to a sustainable Kansas City?

Increased enforcement of short-term rental regulations will contribute to neighborhood stability and economic vitality

4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?

NA

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

NA



File #: 220936

ORDINANCE NO. 220936

Sponsor: Director of City Planning and Development Department

Approving a rezoning of about 2.17 acres generally located at 5220 Troost Avenue between E. 53rd Street to the south, E 52nd Street to the north, and Rockhill Road to the west from District R-1.5 to District B1-5 without a plan. (CD-CPC-2022-00114)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section A. That Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, commonly known as the Zoning and Development Code, is hereby amended by enacting a new section to be known as Section 88-20A-1359, rezoning an area of approximately 2.17 acres generally located at 5220 Troost Avenue between E. 53rd Street to the south, E 52nd Street to the north, and Rockhill Road to the west from District R-1.5 (Residential 1.5) to District B1-5 (Neighborhood Business 1 (Dash 5)), said section to read as follows:

Section 88-20A-1359. That an area legally described as:

Mulkey Park Res: Pt of all th pt E 1/2 of th S 1/2 and the e 449.4' of the N 1/2 of Lot 8 (a/k/a Block 8) daf: beg sely cor sd Lot 8 th N 87 deg 29 min 55 sec W 290.50' to wly li of E 1/2 of S 1/2 sd, Lot 8 th N 02 deg 46 min 23 sec E 326.34' th S 87 deg 29 min 55 sec E 290.20' th S 02 deg 43 min 11 sec W 326.34' to pob (known Tract 2 per Cert Surv Bk 13 pg 3)

is hereby rezoned from Districts R-1.5 (Residential 1.5) to District B1-5 (Neighborhood Business 1 (Dash 5)), all as shown outlined on a map marked Section 88-20A-1359, which is attached hereto and made a part hereof, and which is hereby adopted as a part of an amendment to the zoning maps constituting a part of said chapter and in accordance with Section 88-20 thereof.

Section B. That a development plan for the area legally described above is hereby approved, subject to the following condition:

The applicant shall finalize a deed restriction with the City of Kansas City, Missouri Law Department prior to approval by City Council.

A copy of said development plan is on file in the office of the City Clerk with this ordinance and is made a part hereof.

Section C. That the Council finds and declares that before taking any action on the proposed amendment hereinabove, all public notices and hearings required by the Zoning and Development Code have been given and had.

..end

I hereby certify that as required by Chapter 88, Code of Ordinances, the foregoing ordinance was duly advertised and public hearings were held.

Secretary, City Plan Commission

Approved as to form and legality:

Sarah Baxter
Senior Associate City Attorney

DEVELOPMENT PLAN

Ordinance Fact Sheet

Case No. CD-CPC-2022-00114

Brief Title

A request to approve a rezoning from R-1.5 to B1-5 without a plan on about 2.17 acres of land generally located at 5220 Troost Ave between E 53rd St to the South, E 52nd St North, and Rockhill Rd to the West in MULKEY PARK RES plat. (CD-CPC-2022-00114)

Details

Location: 5220 Troost Ave Kansas City, MO 64110

Reason for Legislation: Rezoning require City Council approval.

See attached City Plan Commission Staff Report for a detailed description and analysis of the proposal.

SUMMARY OF CHANGES FOLLOWING CITY PLAN COMMISSION:

- The applicant submitted a deed restriction for review by the city's attorney for City Planning and Development and will finalize prior to city Council determination.

CITY PLAN COMMISSION RECOMMENDATION:

Approval subject to the following conditions

- The applicant shall finalize a deed restriction with the city of Kansas City, MO legal department prior to approval by City Council.

220936

Ordinance Number

Positions/Recommendations

Sponsors

Jeffrey Williams, AICP, Director Department of City Planning & Development

Programs, Departments or Groups Affected

4th District
Katheryn Shields
Eric Bunch

Applicants / Proponents

Applicant Steven Foutch
FBKC Sports Management, LLC

City Department
City Planning & Development
Other

Opponents

Groups or Individuals
N/A

Basis of Opposition
N/A

Staff Recommendation

For
 Against

Reason Against

Board or Commission Recommendation

City Plan Commission 4-0 10-01-2022
By (Allender, Crowl, Enders, and Rojas)

For **Against** **No Action Taken**

For, with revisions or conditions
(see details column for conditions)

Council Committee Actions

- Do Pass**
- Do Pass (as amended)**
- Committee Sub.**
- Without Recommendation**
- Hold**
- Do not pass**

Najma Muhammad
Planner

Reviewed By:

Date:

Joseph Rexwinkle
Division Manager

Initial Application Filed: June 23, 2022

City Plan Commission October 04, 2022

Action: Approval with Modifications

Revised Plans Filed: N/A

On Schedule: Yes

Off-Schedule Reason: N/A

Reference Numbers:

Case No. CD-BZA-2022-00114