

AN ORDINANCE APPROVING AMENDMENTS TO THE CITY CODE AND THE DESIGN AND CONSTRUCTION MANUAL TO IMPLEMENT APPLICATION #PL2019-358 - UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT CHANGES TO ARTICLE 2 – APPLICATIONS AND PROCEDURES, ARTICLE 3 – PERMITS AND CERTIFICATES OF OCCUPANCY, ARTICLE 7 – SUBDIVISIONS AND ARTICLE 15 – RULES OF INTERPRETATION AND DEFINITIONS TO BRING PROCESS AND PROCEDURES RELATED TO DEVELOPMENT FROM THE DESIGN AND CONSTRUCTION MANUAL TO THE UDO AND CITY CODE, AND UPDATE STANDARDS AND PROCESSES FOR INSURANCE AND SECURITY RELATED TO INFRASTRUCTURE IMPROVEMENTS; CITY OF LEE'S SUMMIT, APPLICANT.

WHEREAS, the Unified Development Ordinance (UDO) was originally adopted by the City Council as Ordinance No. 5209 on September 6, 2001, which has been amended numerous times and recodified in its entirety by the adoption of Ordinance No. 8443 and is incorporated into the City's Code of Ordinances through Section 33-1 of the Code; and,

WHEREAS, Application #PL2019-35 (the "Application") proposing amendments to the City Code and the UDO which would amend UDO Article 2 – Applications and Procedures, Article 3 – Permits and Certificates of Occupancy, Article 7 - Subdivisions and Article 15 – Rules of Interpretation and Definitions to bring process and procedures related to development from the Design and Construction Manual (DCM) to the UDO and other portions of the City Code, and also update standards and processes for security and insurance related to infrastructure improvements and the acceptance of payments in lieu of sidewalk construction (collectively the "DCM Amendments"); and,

WHEREAS, the Community and Economic Development Committee considered the DCM Amendments on March 25, 2020, and thereafter authorized the amendments to be advertised for public hearings and recommended that the City Council adopt the DCM Amendments by ordinance; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing on those portions of the DCM Amendments which amend the UDO and thereafter recommended that the UDO amendments be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on the Application on June 2, 2020; and,

WHEREAS, the City Council determined that the proposed UDO amendment contained in the Application would serve the interests of the citizens of Lee's Summit.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as shown on the attached copy, appended hereto and made a part hereof.

SECTION 1. That UDO Article 2 – Applications and Procedures, Article 3 – Permits and Certificates of Occupancy, Article 7 - Subdivisions and Article 15 – Rules of Interpretation and Definitions to bring process and procedures related to development from the DCM to the UDO and update standards and processes for security related to infrastructure improvements and the acceptance of payments in lieu of sidewalk construction; and, are hereby amended in the manner shown on the documents appended hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the amendments to the Design and Construction Manual which are set forth in the attached Exhibit B and incorporated herein by reference are hereby approved.

SECTION 3. That the amendments to Chapter 26 of the Code of Ordinances which are set forth in the attached Exhibit C and incorporated herein by reference are hereby approved.

SECTION 4. That the amendment to Chapter 22.5 of the City Code which are attached hereto as Exhibit D and incorporated herein by reference are hereby approved.

SECTION 5. That it is the intention of the City Council and is hereby ordained that the provisions of this Ordinance shall become and be made a part of the UDO, the City Code and the Design and Construction Manual, as appropriate, and the sections approved by this Ordinance may be renumbered as appropriate to accomplish such intention.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this 9th day of June, 2020.

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

ATTEST:

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

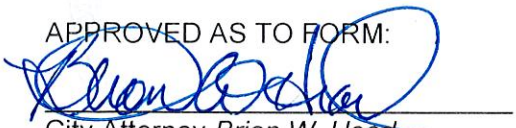
APPROVED by the Mayor of said city this 10th day of June, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Exhibit A**  
**UDO Article 2 Revisions**

*Section 2.350 of the UDO shall be amended as follows, with changes shown in the underline and ~~strikethrough~~ format:*

Sec. 2.350. - Final development plans; when required.

A. A final development plan application shall be required in the following situations:

1. The development of any property for which a preliminary development plan has been approved and no substantial changes, as defined in this article, are proposed;
2. A building addition onto an existing building that did not require a preliminary development plan, provided that a substantial change would not be created per this article;
3. An addition to an existing parking lot or change in configuration of an existing parking lot provided no modifications of this chapter are requested;
4. The construction of a new parking lot provided no modifications of this chapter are requested;
5. The development of any property in the CS, and PI districts provided no modifications of this chapter are requested;
6. A swimming pool, commercial as identified in Article 6, Division 4 of this chapter.

~~B. — No building permit shall be issued until a final development plan is approved.~~

**Exhibit A**  
**UDO Article 3 Revisions**

*Article 3 shall be deleted in its entirety and replaced with the following:*

**ARTICLE 3. - PERMITS AND CERTIFICATES OF OCCUPANCY**

**DIVISION I. - GENERAL PERMIT REQUIREMENTS**

**Sec. 3.110. - Purpose and intent.**

It is the intent of this article to set forth the permits that are required for the development of property in the City and the regulations governing the application for, consideration of, and issuance of permits. This article will allow a person developing property to determine when a permit is required and what information must be submitted and what criteria will be used by the City to determine if the permit shall be issued. This article also sets forth the procedures that must be followed if the applicant desires to appeal the non-issuance or revocation of a permit.

**Sec. 3.120. - List of permits and certificates.**

The following chart contains a list of the possible permits and certificates that may be required for the development of property in the City. The "purpose" column is only for descriptive guidance to the reader. A determination of whether a permit is required for the development of property is made on a case-by-case basis, based upon the requirements of this chapter.

Type of Permit or Certificate	Purpose
Land Disturbance Permit Division II	Grading, excavation or any activity precedent to development of land for any use other than agricultural use.
Site Development Permit Division IV	Infrastructure construction for a proposed development.
Building Permit Division V	Construction or expansion of any building or structure.
Special Use Permit Division VI	Uses not allowed by right because of their unique impact on adjoining uses of land but with specific requirements may be allowed in certain areas and which are subject to individualized consideration and public hearings.
Temporary Traffic Control Permit Division VII	Allow activity within the City right-of-way that impacts the flow of vehicular or pedestrian traffic.
Right-of-Way Permit Division VIII	Opening or excavation, or any act incident thereto, in the public right-of-way.
Sign Permit Division IX	Installation or construction of any sign regulated under the Code, except those specifically exempted.

**Exhibit A**  
**UDO Article 3 Revisions**

Certificate of Occupancy Division X	Occupation of a building.
Special Event Permit Division XI	Occurrence of a special event at a specific time and location under specified conditions.
Floodplain Development Permit Division XII	Construction of a building, structure or any development within a floodplain zone.
Historic Preservation Certificate of Appropriateness Division XIII	Demolition, moving or material change to an historic structure, new construction in an historic district, or signage for an historic building or district.
Hazmat Permit Division XIV	Storage, transporting, siting, dispensing using or handling of hazardous materials in accordance with amended Section 2701.4 of the current International Fire Code or any future amendments thereto.
Burning Permit Division XV	Kindling or maintaining an open fire or a fire on any public street, alley, road or other public or private ground.
Blasting Permit Division XVI	Manufacturing, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects within Chapter 33 of the current International Fire Code or any future amendments thereto.

Sec. 3.130. - Action on permit applications.

A. Permit requirement.

A permit application shall be submitted to the City for each permit that is required by this article. The contents and submission requirements for each permit shall be as set forth, or referenced in this article. Upon submission of a complete permit application, the City will consider the permit application based on the approval criteria set forth in the applicable division of this article, and may issue the permit if all applicable criteria are satisfied by the applicant.

1. The applicant is responsible for meeting all applicable regulations and obtaining all required local, state, federal and/or private agency permits, including, but not limited to, Missouri Department of Natural Resources (MDNR), Missouri Department of Transportation (MoDOT), Federal Emergency Management Agency (FEMA), US Army Corps of Engineers (USCOE), railroads, and any adjacent municipalities. No work will be accepted by the City that has not been accepted or approved as satisfactory by the governing agency.

**Exhibit A**  
**UDO Article 3 Revisions**

2. Nothing in this section shall be deemed to supersede permitting requirements imposed by any law, rule or regulation of other federal, state or local agencies, or of the City. In the event of conflict between these requirements and any other such law, rule or regulation, the more restrictive laws, rules or regulations shall apply.

**B. Revocation of a permit.**

**1. Grounds of revocation.**

The City official that issued the permit, when it appears to such official that one or more of the following conditions is present, may revoke a permit in writing:

- a. There is departure from the plans, specifications or conditions referred to in the permit or that were the basis for the issuance of the permit;
- b. The permit was procured by fraud, misrepresentation or a false statement;
- c. The permit was issued by mistake;
- d. Activities taken, pursuant to the permit, violate the provisions of any City Code;
- e. There exist emergency conditions that present imminent danger to life or property that require revocation of the permit.

**2. Notice.**

Notice of the revocation shall be mailed to the permittee's last known address on the day the permit is revoked and shall be posted in a prominent location on the property by the City official that issued the permit. The notice shall state the grounds for the revocation. Once notice of revocation has been served or posted, no further activities or use of the property authorized by the permit shall proceed.

**Sec. 3.140. - Appeals.**

An applicant may appeal the non-issuance of a permit, and a permit holder may appeal the revocation of a validly issued permit, pursuant to the appeal procedures specified for each type of permit below. If the appeal process is not specified for a type of permit in this UDO, the Board of Zoning Adjustment (BZA) shall hear the appeal.

**DIVISION II. - LAND DISTURBANCE PERMIT**

**Sec. 3.210. - Land disturbance permit—When required.**

A Land Disturbance Permit is required for any public or private entity that intends to cause or causes a condition that allows for erosion or movement of sediment from the site. Any disturbance of land shall be provided with adequate erosion and sediment control to protect public infrastructure, adjacent properties, streams and surface waters from being polluted with sediment and silt.

**Sec. 3.220. - Land disturbance permit—Application, content and submission requirements.**

**Exhibit A**  
**UDO Article 3 Revisions**

- A. Applications for a Land Disturbance Permit shall be submitted to the City and shall contain the following:
  - 1. An erosion and sediment control plan.
  - 2. A Stormwater Pollution Prevention Plan (SWPPP), if the land disturbance is greater than one acre.
  - 3. An application fee.
  - 4. A copy of the MDNR permit, if required.

**Sec. 3.230. - Land disturbance permit—Exemption.**

A land disturbance permit shall not be required for the following activities:

- A. Any grading or excavation for a basement, footing, retaining wall, or other structure on a single lot authorized by a valid full building permit.
- B. Any land disturbance activity of 2000 square feet or less.
- C. Public landfills.
- D. Agricultural activities in connection with the production, harvesting, storage, drying, or raising of agricultural products and livestock.
- E. Mining, quarrying, excavating, processing, and/or stockpiling of rock, sand, aggregate or clay where established and provided for by law.

**Sec. 3.240. - Land disturbance permit—Consideration.**

The land disturbance permit application shall be considered by the Director and may be issued if it appears that the standards set forth in the Design & Construction Manual (DCM) applicable to land disturbance permits have been satisfied by the applicant. The Director may grant the permit with conditions.

**Sec. 3.250. - Land disturbance permit—Appeals.**

The non-issuance or revocation of a land disturbance permit may be appealed to the Governing Body through the Public Works Committee (PWC) by filing a written request with the City Clerk within seven days after the City official refuses to issue a permit or after notice of the decision by the City official revoking the permit is mailed to the permittee. The time and place of the hearing on the appeal shall be set by the PWC and held within ten days following the filing of the written request. Notice of the hearing shall be given to the permittee by certified mail at least five days prior to the date set for the hearing. The PWC shall make a recommendation to the Governing Body regarding the appeal at the conclusion of the hearing. The Governing Body shall have 14 days after the hearing to issue its decision on the appeal, at which time the Governing Body shall issue its decision either issuing the permit, reinstating the permit, altering the terms and conditions of the original permit, or revoking the permit. During any appeal to the Governing Body, activities authorized by the permit shall not commence or continue.

**DIVISION III. – NOT USED**

**Exhibit A**  
**UDO Article 3 Revisions**

**DIVISION IV. – SITE DEVELOPMENT PERMIT**

**Sec. 3.405 – Site Development Permit - When Required.**

A Site Development Permit is required prior to the start of infrastructure construction for any proposed development that involves the construction of sanitary sewers, storm sewers, detention basins, water lines, streets, sidewalks and pavements or other related public / private improvements. A Site Development Permit may contain sub-permits, including Land Disturbance, Temporary Traffic Control, Right-of-Way, Floodplain Development or Blasting permits.

**Sec. 3.410 – Site Development Permit –Application, Content and Submission Requirements**

**A. Application:**

Applications for a Site Development Permit shall be submitted to the City to determine if the infrastructure in the proposed development complies with the design criteria in the DCM and shall contain the following:

1. Engineering plans, as required and described below.
2. Design reports, as required and described below.

**B. Engineering Plan Contents:**

Specific plan requirements are contained in the sections of the design criteria of the DCM for various types of infrastructure. Minimum general requirements include the following:

1. Cover sheet:

- a. Project title
- b. Vicinity map
- c. Developer’s name, address, phone and fax number, and email address
- d. Design Engineer’s name, address, phone and fax number, and email address
- e. List of drawings (including revision dates)
- f. Utility contact information.

2. Engineering plans:

- a. Title block
- b. General notes
- c. Survey control data
- d. Summary of quantities
- e. Existing utilities, easements, and right-of-way
- f. Utility relocations
- g. Typical sections for streets and their classifications, design and posted speed limits, current and future (20 year) ADTs (Average Daily Traffic) for arterials, rights of way, sidewalks, driveways, pavements, slopes, and other features, as required.
- h. Plan views, profiles and details:
  - i. street, curb, gutter, sidewalks and pavements
  - ii. traffic signals and pavement markings



**Exhibit A**  
**UDO Article 3 Revisions**

- iii. sidewalks and associated ADA ramp details
  - iv. storm sewers
  - v. detention facilities
  - vi. sanitary sewers
  - vii. water lines
  - i. A temporary traffic control plan shall be in accordance with Section 3000 of the DCM and will be reviewed and approved by the City Traffic Engineer or their designee.
  - j. Permanent signing and marking plan
  - k. Drainage area map, mass grading plan, and a master drainage plan for the entire development in accordance with the requirements in Section 5600 of the DCM.
  - l. Erosion and sediment control plan for the entire development in accordance with the requirements in Sections 5100 and 2100 of the DCM.
3. All infrastructure shall have its own unique stationing and/or coordinates.
  4. All drawings, except detail sheets, shall be drawn to an acceptable standard engineering scale and shall include a bar scale.
  5. The City's Standard Details, necessary to complete the Improvements, shall be incorporated into the plans.
  6. Plans shall include at least two written benchmark descriptions and elevations, based on USGS (NAD83) or the City's datum.
  7. Minimum font size on all plans shall be 0.125 inch on full size plans.
  8. Appropriate line weights shall be used according to generally accepted drafting standards.
  9. All plans should be oriented so that north is to the top (up) or to the left of the sheet and shall include a north arrow.
  10. Legend shall be included showing line weights, symbols, abbreviations, etc.
  11. Aerial backgrounds and imagery shall not be allowed, unless approved.
  12. Oil and Gas Wells and Undermined Areas
    - a. Engineering plans for any proposed development shall show the surveyed location of any oil or gas well or undermined area within the development.
    - b. Documentation of compliance with the Revised Statutes of Missouri, and the Code of State Regulations shall be provided with the engineering submittal for any oil or gas wells that are plugged and abandoned within the development.
    - c. Monumentation of Plugged and Abandoned Oil and Gas Wells
      - i. The permanent markers shall be placed at all plugged and abandoned oil and gas wells located under pavement in

**Exhibit A**  
**UDO Article 3 Revisions**

compliance with this section and the Unified Development Ordinance.

- ii. The permanent marker shall be a "Mark-it" concrete/bench marker Model C/M-SS-3 1/4 B (3 1/4 inch flat/dome top by 3 inch split stem brass marker), with magnet, or an approved equal approved by MDNR.
- iii. The permanent marker shall be stamped with the identifying number for the well, as issued by MDNR.

C. Design Reports (as applicable):

- 1. Stormwater Study (detention and / or retention system)
  - i. General information and methodology used
  - ii. Existing conditions analysis
  - iii. Proposed conditions analysis
  - iv. Future conditions analysis (if applicable)
  - v. Conclusions and recommendations
  - vi. Figures, maps and exhibits (as appropriate)
  - vii. Supporting calculations
- 2. Sanitary Sewer Analysis
  - i. Sanitary sewer system calculations for a 50-year rainfall event including hydraulic grade line.
  - ii. Include all drainage areas upstream of the proposed site including future build-out upstream.
  - iii. Include all drainage areas downstream of the proposed site including future build-out downstream. Final point of analysis downstream of the site shall be determined following a consultation with City staff, based on an assessment of the downstream conditions.
- 3. Water System Analysis
  - i. A physical test of specific fire hydrants and / or modeling of the system may be required to ensure adequate flows are available for the proposed development.
  - ii. An analysis of future development may be required to ensure the water main sizing is adequate to provide proposed and future water flows.
- 4. Traffic Impact Studies shall be as directed by the City Traffic Engineer and shall be performed by an engineer with specific experience and knowledge in traffic engineering.
- 5. Soil or geotechnical reports, if applicable to the design of any element of the proposed improvements, shall be performed by an engineer with specific experience and knowledge of soil testing and geotechnical engineering.
- 6. Alternate pavement designs: If an alternate pavement design is proposed by the design professional, the following shall apply:

**Exhibit A**  
**UDO Article 3 Revisions**

- i. The City shall provide specific design parameters for inclusion in the calculations.
- ii. The City shall require soil testing and subsequent geotechnical reports which demonstrate the alternate pavement design is at least as adequate as the standard design.
- iii. The City shall require collection of soil samples at locations and frequency which are appropriate for the area.

**D. Submissions:**

- 1. Two sets of sealed engineering drawings on 24" x 36" paper and one (1) digital file in multi-page pdf format for the initial submittal. Three full-size and one (1) digital file in multi-page pdf format for final distribution of the approved plans. One set to be stamped and returned to the Contractor upon approval and payment of fees.
- 2. One copy of each of the following, as applicable:
  - a. Design reports, as required.
  - b. SWPPP for project sites greater than 1.0 acres.
  - c. Engineer's Opinion of Probable Construction Costs (EOPCC).

This shall be an itemized list by quantity to include all materials, labor, and equipment necessary to complete the entire project and shall be submitted as a separate document. The EOPCC shall include, but not be limited to the following items:

    - 1. Public Infrastructure:
      - a) Sidewalks, streets, pavements, street signage and lighting, traffic signals, sanitary system, storm water system, and water system.
      - b) Grading / excavation work
      - c) Offsite public improvements
      - d) Erosion and sediment control devices and final site restoration activities
      - e) Detention/retention facilities
      - f) Traffic control
      - g) All other work required to complete the project
    - 2. Private Infrastructure:
      - a) Water service line larger than 2" in diameter, valves, hydrants, and backflow preventer with vault, if outside the building.
      - b) Storm water piping 6" and larger, structures, and detention/retention facilities
      - c) Detention/retention basins

**Exhibit A**  
**UDO Article 3 Revisions**

- d) Erosion and sediment control devices and final site restoration activities
  - e) Private street construction, including parking lots, drive approaches and sidewalks.
  - f) Site grading / excavation
  - g) Retaining wall structures designed to facilitate site grading
  - h) Private sanitary sewer laterals, wyes, cleanouts, and connection of the building stub to the public main
  - i) Traffic control devices
- d. All applicable local, state, federal and private agency permits.
3. Separate (proposed) off-site easement documents as required for easements not dedicated on a plat.
4. An ArcGIS compatible point shapefile adjusted to the State Plane "Grid" Coordinate System (NAD 1983 Missouri West FIPS 2403 feet) depicting:
- a. the center of each sewer manhole structure
  - b. the termination of each sanitary sewer service
  - c. the location of each water main valve
  - d. the location of each water main fitting (bend, tee, etc.)

Site Development Permit applications, contents and submissions that are inactive for a period of one (1) year from the date of last correspondence from the City will expire. They may be granted an extension up to one (1) year, at the discretion of the Director, based upon consideration of the following criteria:

- A. Significant changes to the design specifications or other City codes.
- B. Changes to the Engineering Plan Review and Inspection (EPRI) Fee.

**Sec. 3.415 - Site Development Permit - Issuance**

The Site Development Permit will be issued once the following has occurred:

- A. Engineering plans have been approved by the Director or their designee.
- B. The EPRI fee has been paid.
- C. Verification that the contractor / developer has obtained a business license from the City.
- D. Verification that the contractor / developer has submitted a proper certificate of insurance to City. Insurance amounts shall be as set forth in the standard insurance and indemnification requirements.
- E. Deposits, if applicable, have been deposited with the City.

Approval of plans does not relieve the contractor / developer from complying with the requirements set forth in the DCM.

**Exhibit A**  
**UDO Article 3 Revisions**

Partial approval of the engineering plans may be granted at the sole discretion of the Director.

The design engineer whose seal appears on the engineering plans shall have the ultimate responsibility of ensuring that the engineering complies with the design criteria in the DCM.

Resubmission of approved engineering plans will be required for re-review and re-approval if construction has not commenced within one (1) year from the date of plan approval.

The EPRI Fees shall be calculated using the EOPCC or the contract amount from the project contract documents. This must be an itemized list of unit prices and quantities that includes all materials, labor, equipment and incidental work necessary to complete the entire project. The fee percentage can be found in the City's Schedule of Fees adopted by the City Council.

The contractor and all subcontractors shall maintain a current set of City-approved, stamped engineering plans on the site at all times. City inspector may, at their discretion, issue a stop work order until approved plans are available at the site.

**Sec. 3.420 – Site Development Permit – Changes in the Work**

All proposed changes must be submitted in writing by the design engineer to the Director or their designee. Written approval by the Director shall be received by the inspector prior to implementing the change. Any change in the work made without the consent of the Director shall be subject to removal by the contractor / developer at no cost to the City.

**Sec. 3.425 - Site Development Permit - Construction Commencement**

Construction shall commence after the following requirements have been met:

- A. A site development permit has been issued.
- B. The assigned City inspector has been notified by the contractor of their desire to commence construction and a preconstruction meeting / conference has been held.
- C. All executed and recorded permanent easements (including offsite easements), but not dedicated by plat, and executed temporary construction easements have been submitted to and accepted by the City.
- D. All applicable permits (i.e. temporary traffic control, floodplain development, MDNR land disturbance, environmental, etc.) have been obtained.
- E. Pre-Construction Submittals
  1. Final shop drawings that have been submitted by the contractor to the design engineer and reviewed and stamped approved by the design engineer.
  2. Design engineer shall submit copies of approved material submittals to the City at least 14 days prior to installation.
    - a. Mix design testing shall be less than 12 months old.

**Exhibit A**  
**UDO Article 3 Revisions**

- b. Material placed in the field shall match the catalog cuts, certifications, shop drawings, or any other approved submittal and shall be from a supplier or manufacturer providing materials to the site.
- F. Written verification from a financial institution may be required from the contractor / developer of their ability to obtain a maintenance bond or other form of security acceptable to the City.
- G. When required by law as determined by the Director and the City Attorney, a suitable payment bond in a form approved by the City Attorney shall be furnished to the City of Lee's Summit guaranteeing that the contractor and surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to City to pay for labor, materials, and equipment furnished by subcontractors, suppliers or other claimants for use in constructing improvements, both on and off site, for the development. Upon request of any person or entity appearing to be a potential beneficiary of the payment bond, contractor shall promptly furnish a copy of the bond or shall permit a copy to be made.

**Sec. 3.430 - Site Development Permit - Hours of Work, Weekend or Holiday Work**

- A. Normal working hours for the City inspectors are between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday.
- B. Legal holidays observed by the City are New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day including the following Friday, Christmas and a holiday before or after Christmas Day. The actual days off for these holidays may vary and in certain situations, additional days may be a part of the amount of time granted as an official holiday by the City.
- C. The City shall be compensated by the contractor / developer for inspection services required for work performed prior to 7:00 a.m., between 12:00 p.m. and 1:00 p.m., and after 4:00 p.m. on normal workdays; and on Saturdays, Sundays, and legal holidays. Compensation for inspection services shall be at an appropriate overtime rate, as shown on the Schedule of Fees, based upon the following time frames:
  - 1. Normal work days - time actually worked, minimum one hour.
  - 2. Saturday, Sunday, Holidays - time actually worked (door to door), minimum four (4) hours.
- D. Request to work overtime on a normal workday shall be made directly to the inspector by 12:00 noon of that day. Request for an inspector to work overtime on Saturdays and Sundays shall be made by 3:00 p.m. on the Thursday before. Request for an inspector to work overtime on legal holidays shall be made five (5) working days in advance. Requests will be accommodated if possible based on availability of inspector.

**Sec. 3.435 – Site Development Permit – Safety**

The Contractor / Developer is responsible for complying with all applicable OSHA requirements. The City assumes absolutely no oversight responsibility over these requirements.

**Sec. 3.440 - Site Development Permit - Protection of Existing Facilities**

**Exhibit A**  
**UDO Article 3 Revisions**

All construction operations in the vicinity of existing facilities shall be performed with care to prevent damage or obstruction to these facilities. If damage or obstruction occurs, repairs or adjustments shall be made in a manner and period approved by the Director and any damaged or obstructed facility shall be repaired with new materials and restored to its original condition, at no cost to the City.

**Sec. 3.445 - Site Development Permit - Site Clean Up**

The contractor / developer shall frequently clean up all refuse, rubbish, scrap materials, and debris created as a result of his operations, so that at all times the work site and adjacent disturbed areas shall present a neat, orderly, and workmanlike appearance in accordance with Chapter 16 of the Code of Ordinances. Upon completion of the work, the contractor / developer shall remove from the site and any occupied adjoining property, all plants, building, rubbish, unused materials, form lumber, and other materials belonging to him or his subcontractor. Burning of waste material is prohibited. The contractor / developer will restore the work site and adjacent disturbed areas to the condition existing before work began as a minimum. Any costs incurred by the City due to failure by the contractor / developer to clean up to the City's satisfaction will be charged to the account of the contractor / developer or his surety.

**Sec. 3.450 – Site Development Permit – Damages**

The contractor / developer hereby expressly binds himself or itself to indemnify and hold harmless the City and its officers and employees against all suits or actions of every kind and nature brought or which may be brought, or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the contractor / developer's work or in consequence of any negligence in connection with same, or on account of any poor workmanship, or on account of any act of commission or omission of the contractor / developer or his, its, or their agent or employees, or for any cause arising during the course of construction.

**Sec. 3.455 – Site Development Permit - Restoration of Property**

The City will not accept any construction wherein public or private property has not been restored to a condition at least equal to its condition before commencement of construction. All streets, roads and highways shall be restored as required by the City or the agency concerned with the highway in question. Work performed on private property shall be confined to the easements obtained and the area shall be properly vegetated (according to Section 2150 of the DCM), landscaping restored and all damaged improvements replaced or restored.

**Exhibit A**  
**UDO Article 3 Revisions**

Sec. 3.460 – Site Development permit – Site Abandonment

A project site shall be deemed abandoned if no substantial work to complete the improvements has been performed for a period of at least sixty (60) days and as further defined in Article 7, Division IV of the UDO.

Sec. 3.465 – Site Development Permit - Authority of City to Stop Work

All construction work may be stopped at any time by the Director when, in the opinion of the Director, the workmanship, materials used, or procedures of work do not meet the requirements or comply with the City codes, ordinances, specifications, and procedures for such work.

Sec. 3.470 – Site Development Permit - Record Drawings

- A. Record drawings, including “as-graded” plans, must include results of a post construction survey and shall be accepted by the City. The post construction survey date shall not precede the issuance of any partial acceptance of work and shall include the following:
1. Final street grades at intervals determined by the design engineer and approved by the City.
  2. Final elevations of all sanitary and storm sewer lines and structures including pipe inverts and structure top elevations including hydraulic grade line revisions and calculations, if requested by the City.
  3. Final adjusted stationing and/or coordinates of all streets, sanitary and storm sewer structures, service line connections, and water line valves and hydrants.
  4. As-graded contours as shown on the grading and drainage plans (master drainage plan) including as-graded contours of any detention basin and elevations of all associated stormwater structures and associated appurtenances (including as-built storage volumes of the basin).
  5. Actual materials used.
  6. Record drawings shall not include any future improvements.
- B. All easements or right-of-way revised during construction must be noted on the record plans and recorded easement documents must be submitted.
- C. Electronic files of record drawings must be received by the City before final acceptance of any public improvement project.
- D. Submittals shall consist of one full set of all project record drawings on 24” x 36” paper and one (1) digital file in multi-page pdf format.
- E. Record drawings must include a signed engineer's certification stating that the drawings conform to construction records and post construction survey information and shall be dated and stamped “Record Drawing”.



**Exhibit A**  
**UDO Article 3 Revisions**

- F. An ArcGIS compatible point shape file adjusted to the State Plane “Grid” Coordinate System (NAD 1983 Missouri West FIPS 2403 feet) depicting:
1. The center of each sewer manhole structure.
  2. The termination of each sanitary sewer service.
  3. The location of each water main valve.
  4. The location of each water main fitting (bend, tee, etc.).

**Sec. 3.475 – Site Development Permit - Substantial Completion and Final Acceptance**

**A. Substantial Completion**

A certificate of substantial completion will be issued upon satisfactory completion of the improvements to a point where they can be used for their intended purposes. At that time, a punch list of items remaining to be completed prior to final acceptance will be provided to the contractor / developer.

Items to be completed prior to issuance of a certificate of substantial completion shall include, but not limited to, the following:

1. An acceptable as-graded master drainage plan (including detention basin).
2. All required letters of authorization from MDNR.
3. Completion of all required testing of constructed Improvements, including, but not limited to, water line bacteriological tests, hydrostatic tests, backflow valve tests, vacuum tests, mandrel tests, infiltration / exfiltration tests, tone test for tracer wire, etc.
4. Completion of video inspection by the City or approved subcontractor.
5. Any conditions required in a development agreement or letter of credit.
6. Proper vegetation or stabilization of all disturbed areas.
7. All street and traffic control signage.

**B. Punch List**

The contractor / developer has 30 days from the issuance of the certificate of substantial completion to complete all punch list work (i.e. gutter buddy removal, proper vegetation or erosion control measures, minor infrastructure repairs, etc.) on the project and submit the following items to the Director:

1. Maintenance Security
  - a. A suitable maintenance bond, cash deposit, certified check, or other acceptable form of maintenance security for 50% of the total construction cost, for a period of three years after substantial completion, shall be furnished to the City guaranteeing the materials and

**Exhibit A**  
**UDO Article 3 Revisions**

installation / workmanship of the construction involved in the public improvement project.

- b. The maintenance bond, or other form of maintenance security, shall be for all public streets (including subgrade), storm sewers, sanitary sewers, water lines, sidewalks, street signs, traffic signals and all other public infrastructure.
  - c. If more than one contractor performs work on any infrastructure item, a separate bond must be provided by each contractor for their portion of the work.
  - d. The warranty period for all bonds will begin at the time of issuance of the certificate of substantial completion by the City for all improvements.
  - e. No project shall be accepted by the City prior to the submittal and acceptance of the maintenance bond(s) by the Director.
2. An executed final affidavit and agreement.
  3. Record drawings – electronic files.
  4. Compensation for inspector overtime, when applicable.
  5. A copy of the engineer’s as-built survey notes and the engineer’s inspection record notes, if requested by the City.
  6. A suitable performance bond for restoration and revegetation in accordance with the adopted Policy for Acceptance of Revegetation Performance Bonds, if such restoration and revegetation items are not expected to be completed at final acceptance.

In the event all work is not complete and all items submitted within 30 days, additional building permits may not be issued and inspections on any building permits issued for any building within the property described on the certificate of substantial completion may be suspended at the discretion of the City.

**C. Final Acceptance**

A certificate of final acceptance for the project will be issued when all requirements are fully met. A certificate of final acceptance must be obtained prior to issuance of a certificate of occupancy for any building within the property described on the certificate of substantial completion. A temporary certificate of occupancy may be issued prior to final acceptance, at the discretion of the City, provided a certificate of substantial completion has been issued. A performance bond for restoration and revegetation may be accepted at final acceptance in lieu of final completion of such restoration and revegetation, in accordance with the adopted Policy for Acceptance of Revegetation Performance Bonds.

**D. Warranty Period**

**Exhibit A**  
**UDO Article 3 Revisions**

The City will re-inspect the public improvements prior to the expiration of the warranty period. Any defects noted as a result of this re-inspection shall be corrected within a time period specified by the City at the contractor / developer's expense upon written notification by the City. A written copy of the final inspection report will be forwarded to the contractor / developer.

**Sec. 3.480 – Site Development Permit - Partial Acceptance of Work**

The City reserves the right to accept and make use of any completed section of the work without obligating the City to accept the remainder of the work or any portion thereof. However, the warranty period for the accepted section shall not start until the City has issued a certificate of substantial completion for the entire project.

**Sec. 3.485 – Site Development Permit - Work Not Meeting Minimum Specifications**

Any completed item of work not meeting the requirements of these specifications shall normally be removed and replaced. If the Director determines it is not feasible or necessary to remove substandard items of work, then such items shall be accepted as a lesser product and the contractor / developer shall place an appropriate amount of funds as determined by the Director, in a deposit account to compensate the City for additional maintenance that would be expected for the life of the product.

**DIVISION V. - BUILDING PERMIT**

**Sec. 3.510. - Building permit—When required.**

No building or structure regulated by the Building Code (Chapter 7, Article II of the City Code) shall be erected, constructed, enlarged, altered, repaired, remodeled, moved, converted or demolished within the City unless a separate permit for each building or structure has first been obtained from the City, pursuant to the requirements contained in the city building code and all other applicable city ordinances and regulations.

**Sec. 3.520. - Building permit—Application, content and submission requirements.**

Applications for building permits shall be submitted to the City on the form required by the Building Code (Chapter 7, Article II of the City Code).

**Sec. 3.530. - Building permit—Consideration.**

Building permit applications shall be considered by the Director and a building permit may be issued if it is determined that all applicable requirements of the Building Code (Chapter 7, Article II of the City Code), and all other applicable City codes, ordinances and regulations have been satisfied.

**Sec. 3.540 - Building Permit for Foundation Only**

**Exhibit A**  
**UDO Article 3 Revisions**

No foundation shall be constructed without first obtaining, at a minimum, a building permit for foundation only from the City in accordance with the current building code. No building permit for foundation only will be issued before the following has occurred:

- A. The following facilities, if required by approved engineering plans, are complete as indicated:
  - 1. The sanitary sewer serving the development is substantially complete. Substantial completion of the sanitary sewer shall include substantial completion of any off-site or outfall sewer serving the development. Any new sewer main serving the building site must be completely connected to the existing system and must be operational.
  - 2. A substantially complete street network (including all associated street and traffic control signage) serving the development, unless otherwise approved by the Director and the Fire Department.

Exception: For a single commercial site (single building/single lot) a building permit will be allowed following issuance of a site development permit, provided there is no impact to any other users. A certificate of substantial completion shall be issued prior to any certificate of occupancy.

No water or sanitary sewer service lines shall be permitted to connect to the public mains until the mains are substantially complete.

- B. Erosion and sediment control has been installed according to the current regulations and according to Sections 2150 and 5100 of the DCM.
- C. If required by Section 5600, the as-graded record drawing(s) of the development's master drainage plan have been submitted to and accepted by the Director.
- D. Conditions of all development agreements covering the development are met, if applicable.

**Sec. 3.550- Full Building Permit**

All permits for buildings or structures are issued by the City in accordance with the current building code. No full building permit will be issued before:

- A. A certificate of substantial completion for all public infrastructure has been executed.

Exception: For a single commercial site (single building / single lot), a building permit will be allowed following issuance of a site development permit, provided there is no impact to any other users. A certificate of substantial completion shall be issued prior to any certificate of occupancy.
- B. Erosion and sediment control has been installed according to current regulations and according to Sections 2150 and 5100 of this DCM.
- C. If required by Section 5600, the as-graded record drawing(s) of the development's master drainage plan have been submitted and accepted by the Director.

**Exhibit A**  
**UDO Article 3 Revisions**

D. Conditions of all development agreements covering the development are met, if applicable.

Sec. 3.560. - Building permit—Appeals.

All appeals from non-issuance of a building permit application or revocation of a building permit shall be as set forth in the Building Code (Chapter 7, Article II of the City Code).

DIVISION VI. - SPECIAL USE PERMIT

(See Article 6, Division III)

DIVISION VII – TEMPORARY TRAFFIC CONTROL PERMIT

All activity within the City right-of-way that impacts the flow of vehicular or pedestrian traffic shall be in accordance with the City Right-of-Way Management Ordinance. As stated in the ordinance, temporary traffic control permits shall be required from the Public Works Department.

DIVISION VIII. - RIGHT-OF-WAY PERMIT

All activity within the City right-of-way shall be in accordance with the City Right-of-Way Management Ordinance. As stated in the ordinance, a right-of-way permit shall be required from the Public Works Department.

DIVISION IX. - SIGN PERMIT

(See Article 9)

DIVISION X. - CERTIFICATE OF OCCUPANCY

Sec. 3.1010. - Certificate of occupancy—When required.

No new or existing building or structure shall be occupied or used and no change in the use of an existing building or structure shall occur within the City until a certificate of occupancy (temporary and final), certifying that such building or use complies with all regulations of this chapter and other applicable provisions of the City Code, has been issued by the Code Official pursuant to the Building Code (Chapter 7, Article II of the City Code).

Sec. 3.1020. - Certificate of occupancy—Consideration.

The request shall be considered by the Code Official and may be granted if found to satisfy the criteria set forth in the Building Code (Chapter 7, Article II of the City Code) and other related issues as required by other applicable City departments.

Sec. 3.1030. - Certificate of occupancy—Appeals.

All appeals for non-issuance of a certificate of occupancy request or revocation of a certificate of occupancy shall be as set forth in the Building Code (Chapter 7, Article II of the City Code).

Sec. 3.1040. - Certificate of occupancy—Records.

A record of all certificates of occupancy shall be kept on file in the office of the Code Official.

Sec. 3.1050. - Certificate of occupancy—Connection with sewer system.

**Exhibit A**  
**UDO Article 3 Revisions**

Except where some other method of handling liquid waste has been specifically approved by the City / County, no certificate of occupancy shall be issued by the Code Official for any building or use until the property has been connected with a public sanitary sewer system that has been approved for public use by the Director.

Sec. 3.1060. - Certificate of occupancy—Parking.

Prior to issuance of a certificate of occupancy for a new building or structure or change in use of an existing building or structure, all parking requirements, as specified in Article 8, Division II of this chapter for the new use, shall be met or otherwise approved by the Director.

DIVISION XI. - SPECIAL EVENT PERMIT

(See Article 6, Division V)

DIVISION XII. - FLOODPLAIN DEVELOPMENT PERMIT

A floodplain development permit from the City Engineer is required for all development within a regulatory floodplain. Regulatory floodplains are defined on the Flood Insurance Rate Maps (FIRM) issued by the Federal Emergency Management Agency (FEMA). Copies of maps and additional floodplain information are available through the Public Works Engineering Division.

(See Article 5, Division II)

DIVISION XIII. - HISTORIC PRESERVATION CERTIFICATE OF APPROPRIATENESS

(See Article 5, Division III)

DIVISION XIV. - HAZMAT PERMIT

See currently adopted edition of the International Fire Code in the Code of Ordinances of the City.

DIVISION XV. - BURNING PERMIT

See currently adopted edition of the International Fire Code in the Code of Ordinances of the City.

DIVISION XVI. - BLASTING PERMIT

No contractor / developer or person using explosives will conduct blasting within the City limits, without first obtaining a permit from the City.

Sec. 3.1610 Use of Explosives

- A. Blasting shall only be conducted between the hours of 8 a.m. and 8 p.m. Monday through Saturday.
- B. Any contractor / developer or person using explosives within the City limits shall notify the owner or occupant of any residence or business located within a scaled distance of fifty-five from the site of blasting prior to the start of blasting at any new location. The scaled distance shall be determined by dividing the linear distance, in feet from the blast to a specific location, by the square root of the maximum weight of explosives, in pounds, to be detonated in any eight (8) millisecond period. One notification by mail, telephone, printed

**Exhibit A**  
**UDO Article 3 Revisions**

notification posted prominently on the premises or the property of the owner or occupant of the residence or business, or delivered in person to any such owner or occupant.

**Sec. 3.1620 Application Requirements**

- A. Each blasting permit application submitted under this section shall be accompanied by a fee in the amount indicated in the schedule of fees.
- B. The application shall be submitted no less than five (5) days prior to the first use of explosives, unless such use impacts the normal flow of traffic, in which case the application shall be submitted no less than ten (10) days prior thereof.

**Sec. 3.1630 Blasting Permit Application**

The blasting permit application must contain the following:

- A. The name, address and telephone number(s) of the person using explosives.
- B. The name of the individual responsible for the supervision of blasting.
- C. The date or approximate period over which blasting will be conducted.
- D. The location where blasting will take place.
- E. The nature of the project or reason for blasting.
- F. Specific information about the type of explosives to be used and their storage location at the site where used.
- G. An acceptable plan for signage or other means of informing the public of blasting in the proximity to public streets or highways. All street closures or lane reductions must be approved by the City and may require a separate permit.
- H. Proof that the person using explosives is registered with the division of fire safety and that blasting will be conducted by a licensed blaster.
- I. Proof of commercial general liability insurance in the amount as set forth in the standard insurance and indemnification requirements.
- J. Documentation of at least three attempts to contact the owner of any uncontrolled structures within a scaled distance of thirty-five from the blast site in order to conduct a preblast survey of such structures. The scaled distance shall be determined by dividing the linear distance, in feet from the blast to a specific location, by the square root of the maximum weight of explosives, in pounds, to be detonated in any eight (8) millisecond period. A preblast survey is not required if the owner of any such structure does not give permission for a survey to be conducted.

**Sec. 3.1640 Inspection of Blasting Operations**

**Exhibit A**  
**UDO Article 3 Revisions**

Any authorized representative of the City may:

- A. Require that any person using explosives to show proof that he or she is registered with the Division of Fire Safety and blasting is being conducted by an individual that is licensed under the provisions of section 319.306 RSMo.
- B. Request and be allowed access to the site of blasting by the person using explosives and shall be allowed to observe blasting from a safe location as designated by the blaster.
- C. Examine records to be maintained by sections 319.309 RSMo and 319,315 RSMo.
- D. Report suspected violations of 319.300RSMo to 319.345 RSMo to the Missouri Division of Fire Safety.

**Sec. 3.1650 Suspension or Revocation of Blasting Permit**

The City shall have the power to suspend for up to fifteen (15) days or revoke any permit issued under the terms and conditions of this article for any of the following causes:

- A. Any fraud, misrepresentation or false statement contained in the permit application.
- B. Failure to rectify any dangerous condition after being ordered to do so by any authorized representative of the City.
- C. Reported or suspected violations of city or state regulations related to blasting, storage of explosives, use or handling of explosives.
- D. Upon revocation or suspension, no refund of any portion of the license fee shall be made to the permittee and permittee shall cease all blasting operations.

**Sec. 3.1660 Transfer, Assignment, or Sale of Rights Granted Under Permit**

No transfer, assignment, or sale of rights granted under any permit granted under the terms and condition of this article shall be made without prior approval of the Director.

**Sec. 3.1670 Penalty**

Any person who shall violate any provision of this article shall be subject to the penalties in Section 1-13 of the Code of Ordinances.

**Sec. 3.1680 Exemptions**

Any blasting as stated in Section 319.342.7 RSMo.

**Sec. 3.1690 Storage of Explosives**

- A. All storage of explosives, in excess of that amount required for one day's use (day box), requires a permit to be issued by the Fire Department. The day box storage of that amount required for one day's use as approved in the blasting permit application shall be in



**Exhibit A**  
**UDO Article 3 Revisions**

accordance with all city, state, and federal regulations. The Fire Department and the City has adopted the NFPA 495, Explosive Materials Code,. 2001 Edition. This information is available upon request.

- B. A Type 3 magazine shall be a “day box” or portable structure used for the temporary storage of explosives. A type 3 magazine shall be fire resistant, theft resistant, and weather resistant.
- C. The magazine shall be equipped with one steel padlock (which shall not be protected with a steel hood) having at least five tumblers and a case-hardened steel shackle at least 9.5 mm (3/8 in.) in diameter. Doors shall overlap the sides by at least 25.4 mm (1 in.) hinges and hasps shall be attached by welding, riveting or bolting (nuts on inside.)
- D. The magazine shall be constructed of not less than 12-gauge [2.66 mm (0.1046-in.)] steel, lined with at least 12.7-mm (1/2-in.) masonite-type hardboard.
- E. Type 3 magazines containing explosive materials shall be within line-of site vision of a blaster.
- F. Detonators shall be stored in a separate magazine for blasting supplies and shall not be stored with other explosives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Formatted:** list0, Indent: Left: 0.75", Hanging: 0.25", Space After: 0 pt

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

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

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

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

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

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

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

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

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

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

**Sec. 7.370. - Sidewalks.**

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

A. Responsibility for construction.

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

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

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

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

C. Payment In Lieu Of Sidewalk Installation.

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

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

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

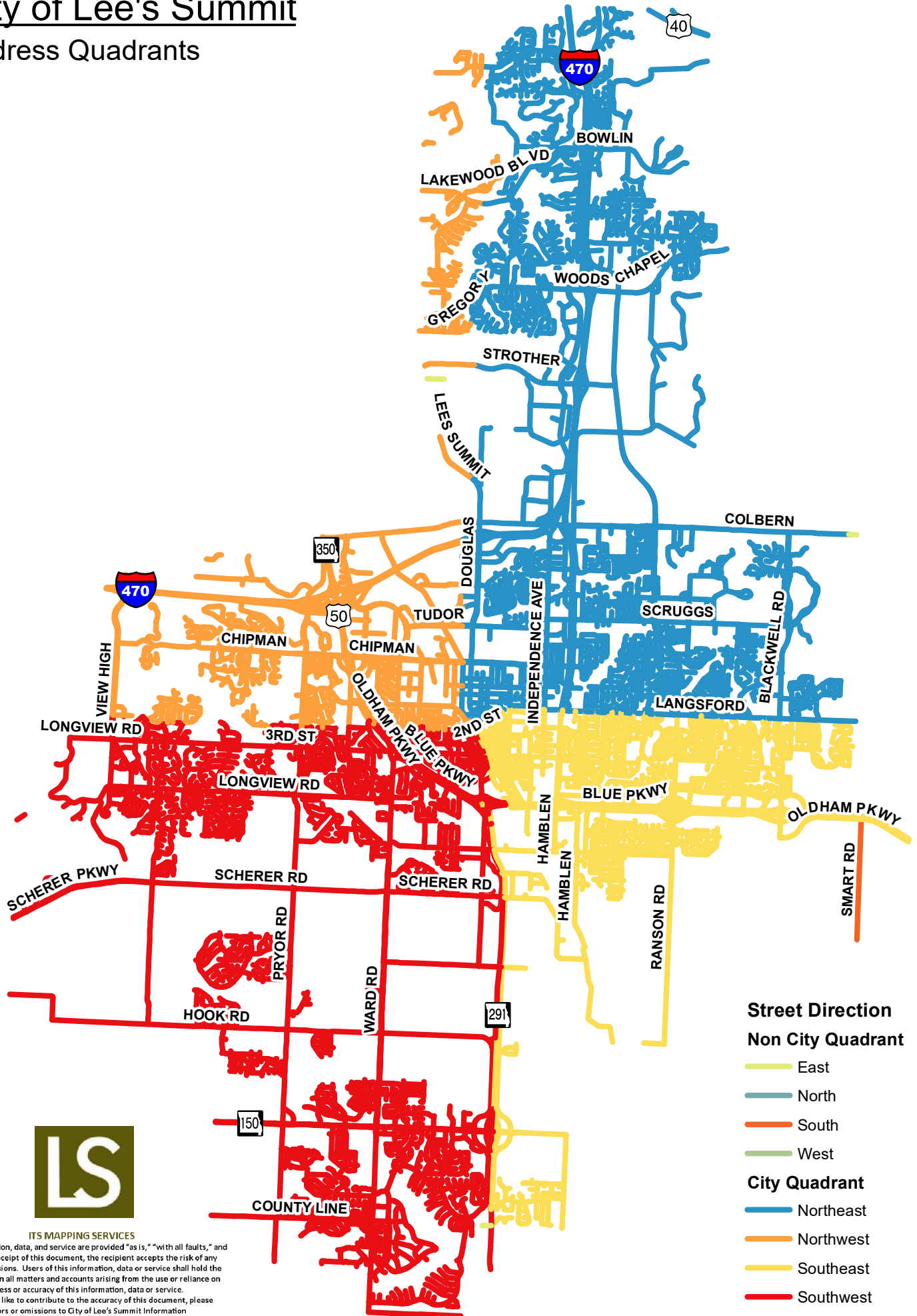
2. The payment shall be calculated as the average unit price from all bids received by the City on public works projects in the most recent preceding three calendar years in which projects were competitively bid.
3. The payment shall be held by the City of Lee’s Summit Finance Department in an account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

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

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

# City of Lee's Summit

## Address Quadrants



- Street Direction**
- East
  - North
  - South
  - West
- City Quadrant**
- Northeast
  - Northwest
  - Southeast
  - Southwest



**ITS MAPPING SERVICES**

All information, data, and service are provided "as is," "with all faults," and by accepting receipt of this document, the recipient accepts the risk of any errors or omissions. Users of this information, data or service shall hold the City harmless in all matters and accounts arising from the use or reliance on the completeness or accuracy of this information, data or service.  
 If you would like to contribute to the accuracy of this document, please report any errors or omissions to City of Lee's Summit Information Technology Services.



**Exhibit A**  
**UDO Article 15 Revisions**

*The following definitions shall be added to Article 15, Division II:*

Bond shall mean performance, payment and/or maintenance bonds and other instruments of security furnished by the contractor/developer and his surety in accordance with these specifications.

Contractor shall mean a person, partnership, or corporation duly licensed to perform construction operations within the City.

Contractor/Developer shall mean either a contractor and / or developer who is applying for or has applied for and received approval of engineering plans/drawings for infrastructure improvements.

Day shall mean a calendar day of 24 hours measured from midnight to the next midnight unless otherwise defined by specific project contract documents.

Department shall mean the Development Services Department.

Design Engineer shall mean a registered professional engineer, licensed in the state of Missouri, under contract to the contractor/developer or the City for the purpose of preparing and sealing engineering studies, design drawings, specifications, etc.

Drainage Facility shall mean a manmade structure or natural watercourse for the conveyance of storm runoff. Examples are open channels, pipes, ditches, swales, catch basins, street gutters, slopes, berms, dry detention basins, wet (retention) detention basins and other features affecting the flow of water.

Engineering Plans shall mean all engineering drawings including plan and profile drawings, a master drainage plan, engineering details, calculations; and / or reports prepared and sealed by a design engineer, and meeting City standards and standard engineering practices.

Engineering Plan Review and Inspection (EPRI) Fees shall mean the fees paid to the City for a review of the engineering plans and for construction inspection.

Final Acceptance shall mean the time when all requirements for the required Improvements have been fully met.

Final Affidavit and Agreement shall mean lien waivers indicating all subcontractors and suppliers have been paid; affidavits certifying all contractors and subcontractors have complied with prevailing wage laws for work subject to prevailing wage; necessary bonds or other financial securities have been provided to the City.

Inspector shall mean an authorized representative of the City who has been assigned to monitor conformance to the requirements of City codes and ordinances.

Land Disturbance shall mean any activity including, but not limited to, clearing, grading, grubbing, or excavation, which removes the vegetative ground cover or creates sediment movement potential from a site.

Private Infrastructure shall mean street pavements, curb and gutters, sanitary and storm sewers, permanent street monuments, water mains and other related items that are owned by a private entity.

**Exhibit A**  
**UDO Article 15 Revisions**

Record Drawings shall mean the drawings bearing the seal and signature of a professional engineer that reflect the modifications made to the engineering plans, documenting actual constructed conditions of public or private infrastructure.

Security shall mean a cash deposit with the City or an escrow or title company, or an instrument of financial security, or the replacement deposit or instrument for a prior cash deposit or instrument of financial security, as allowed by Chapter 89 of the Revised Statutes of Missouri and this UDO, which may be in the form of a cash deposit with the City, irrevocable letter of credit, security bond, funds escrowed with a title or escrow company or financial institution pursuant to an escrow agreement, or another form of financial instrument as approved by the City Attorney and the Director of Finance pursuant to the conditions and requirements of the UDO.

Site shall mean the total area of the parcel, tract, lot or ownership of land upon which development or land disturbance is proposed, irrespective of the actual limits or size of the proposed development or land disturbance activity.

Standard Insurance and Indemnification Requirements shall mean the requirements issued by the Director of Development Services pursuant to the requirements of the City Code.

Substantial Completion shall mean the time at which the Improvements have progressed to the point where, in the opinion of the City Engineer, the Improvements are sufficiently complete, in accordance with the requirements of the DCM, so that the Improvements can be utilized for the purposes for which they are intended.

*The following definitions in Article 15, Division II shall be modified as set forth below*

Sec. 15.1040. - Developer.

~~Developer shall mean a person who engages in development of land, whether or not that person is the landowner.~~

Developer shall mean a person whose intent or function is to bring about any change of land use or improvement on any parcel of land within the City of Lee's Summit.

Sec. 15.1050. - Development.

~~Development shall mean any man-made change to improved or unimproved land, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.~~

Development shall mean any change of land use or improvement on any parcel of land within the City of Lee's Summit.

Sec. 15.1060. -Director.

~~Director shall mean the Director of the Department of Planning and Development of Lee's Summit, Missouri, or his/her designee.~~Development Services

**Exhibit A**  
**UDO Article 15 Revisions**

Sec. 15.2110. - Owner.

~~Owner shall mean any person or group of persons having legal and equitable title in the land sought to be subdivided or developed pursuant to this chapter.~~

Owner shall mean any person having legal title to, including the legal authority to act on behalf of the titleholder through real property, receivership, bankruptcy, estate administration, trusteeship, guardianship, and actions under a valid power of attorney.

Sec. 15.2360. - Public Improvements/Infrastructure shall mean street pavements, curb and gutters, sanitary and storm sewers, permanent street monuments, water mains and other related items that are owned by a political subdivision or public utility.

**Exhibit B**  
**Amendments to Design & Construction Manual**

*The following revisions shall be made to Section 1000 of the Design & Construction Manual as shown in the underline and ~~strikethrough~~ format:*

**CITY OF LEE'S SUMMIT**  
**DESIGN AND CONSTRUCTION MANUAL**  
**SECTION 1000 - GENERAL REQUIREMENTS**

**1001 PURPOSE**

The purpose of the City of Lee's Summit Design and Construction Manual ("DCM") is to provide minimum design and construction standards to safeguard life, limb, health, property and public welfare by regulating and controlling the design, construction, quality materials, and location of public and private infrastructure within the City of Lee's Summit.

**1002 SCOPE**

The DCM is composed of four parts: General Requirements, Design Criteria, Standard Specifications, and Standard Details. The requirements of the DCM shall apply to the design and construction of infrastructure including, but not limited to: streets, sidewalks, pavements, water lines, sanitary sewers, storm sewers, and stormwater detention.

Where, in any specific case, different sections of the DCM specify different requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

The regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. Where any provision of these regulations imposes restriction different from any provision of these regulations or any other ordinance, rule, or regulation or other provision of law, whichever requirements are more restrictive or impose higher standards shall control.

- A. Modifications: Wherever there are practical difficulties involved in carrying out the requirements of this DCM, the City Engineer shall have the authority to grant modifications for individual cases, upon application in writing by the property owner or owner's representative, provided the City Engineer shall first find that special individual reasons exist that make the strict letter of this DCM impractical and the modification is in compliance with the intent and purpose of this DCM and that such modification does not lessen health, accessibility, life and safety, or functional requirements. The details of action granting modifications shall be copied to the project file.
- B. Alternative Materials, Design and Methods of Construction and Equipment: The requirements of this DCM are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this DCM, provided that any such alternative has been approved. Requests for use of alternative materials shall be submitted in writing to the City. An alternative material, design or method

**Exhibit B**  
**Amendments to Design & Construction Manual**

of construction shall be approved where the City Engineer finds that the proposed design is satisfactory and complies with the intent of the requirements of the DCM, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this DCM in quality, strength, effectiveness, durability, and safety.

- C. Tests: Quality Control (QC) and Quality Assurance (QA)
1. QC testing shall be performed by a qualified testing lab hired by the Contractor. Any work by Contractor prior to test submittals and subsequent City's review and approval shall be work done at the Contractor's risk.
  2. QC test reports shall be submitted to the City daily. The reports shall clearly indicate the location of all tests by street name, station and/or lot number, type of material, and elevation of test. The reports shall include the results of all tests (pass or fail) and all re-tests.
  3. Types of tests and frequencies are presented in the applicable sections of the technical specifications. For clarity, a summary of typical testing requirements is presented in Appendix A to Section 1000 of the DCM.
  4. Test methods shall be as specified in the DCM or by other recognized test standards. In the absence of recognized and accepted test methods, the City Engineer shall be authorized to approve the testing procedures.
  5. Tests shall be performed by an independent, accredited testing lab meeting ~~A2LA, AMRL, AASHTO, AWWA, CCRL, or meeting other governing accreditation agencies recognized by the MoDOT, MDNR, or USACE~~the criteria in Appendix B to Section 1000 of the DCM is Manual.
  6. QA tests shall be performed in accordance with Appendix A to Section 1000 of this Manual DCM and shall be the responsibility of the City.
  7. QA tests shall be the responsibility of the City.
- D. Appeals: Appeals of orders, decisions or determinations made by the City Engineer relative to the application and interpretation of this DCM shall be made to the Board of Appeals as established by Sec. 7-173 of the City of Lee's Summit Code of Ordinances. The City Engineer's decision shall be final when mailed by U.S. mail postage prepaid to the owner or the owner's representative and may be appealed within ten (10) days from the date of such mailing. ~~The appeal, if any, shall be pursuant to the contested case procedures of Chapter 536, RSMo.~~

**1003 DEFINITIONS**

Whenever the following words, phrases or abbreviations appear in this ordinance, they shall have the following meanings, unless further defined in other sections of the DCM:

Bond shall mean performance, payment and/or maintenance bonds and other instruments of security (i.e. cash escrow or letter of credit) furnished by the Contractor/Developer and his surety in accordance with these specifications.

**Exhibit B**  
**Amendments to Design & Construction Manual**

City shall mean the City of Lee's Summit, a municipal Corporation, acting by and through its duly elected governing body and its duly appointed officials.

City Engineer shall mean the Engineer of the City of Lee's Summit or an authorized representative acting on behalf of the City.

Contractor shall mean a person, partnership, or corporation duly licensed to perform construction operations within the City of Lee's Summit.

Contractor/Developer shall mean either a Contractor and / or Developer who is applying for or has applied for and received approval of Engineering Plans for infrastructure improvements.

Day shall mean a calendar day of 24 hours measured from midnight to the next midnight unless otherwise defined by specific project contract documents.

Department shall mean the Public Works Department or the individual assigned to perform a function for the Public Works Department.

Design Engineer shall mean a registered professional engineer, licensed in the state of Missouri, under contract to the Contractor/Developer or the City of Lee's Summit for the purpose of preparing and sealing engineering studies, design drawings, specifications, etc.

Developer shall mean a person whose intent or function is to bring about any change of land use or improvement on any parcel of land within the City of Lee's Summit.

Development shall mean any change of land use or improvement on any parcel of land within the City of Lee's Summit.

Drainage Facility shall mean a manmade structure or natural watercourse for the conveyance of storm runoff. Examples are open channels, pipes, ditches, swales, catch basins, street gutters, slopes, berms, dry detention basins, wet (retention) detention basins and other features affecting the flow of water.

Engineering Plans shall mean all engineering drawings including plan and profile drawings, a Master Drainage Plan, engineering details, calculations; and / or reports prepared and sealed by a Design Engineer as defined with this DCM, and meeting City standards and standard engineering practices.

Engineering Plan Review and Inspection (EPRI) Fees shall mean the fees paid to the City for a review of the Engineering Plans and for construction inspection.

Final Acceptance shall mean the time when all requirements for the required Improvements have been fully met.

Final Affidavit and Agreement shall mean lien waivers indicating all subcontractors and suppliers have been paid; affidavits certifying all contractors and subcontractors have complied with prevailing wage laws for work subject to prevailing wage; necessary bonds or other financial securities have been provided to the City as required by this DCM

Improvements shall mean the entire construction required to be provided in accordance with the approved Engineering Plans. Improvements include and are the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing,

**Exhibit B**  
**Amendments to Design & Construction Manual**

installing, and incorporating all materials and equipment into such construction, all as required by the approved Engineering Plans.

Inspector shall mean an authorized representative of the City who has been assigned to monitor conformance to the requirements of the DCM by the Contractor/Developer.

Land Disturbance shall mean any activity including, but not limited to, clearing, grading, grubbing or excavation, which removes the vegetative ground cover or creates sediment movement potential from a site.

Owner shall mean any person having legal title to, or a proprietary interest in real property. Proprietary interest shall include, but not be limited to, estate administration, trusteeship, guardianship, and actions under a valid power of attorney.

Record Drawings shall mean the drawings bearing the seal and signature of a professional engineer that reflect the modifications made to the Engineering Plans, documenting actual constructed conditions of Public or Private Infrastructure.

Site shall mean the total area of the parcel, tract, lot or ownership of land upon which development or land disturbance is proposed irrespective of the actual limits or size of the proposed development or land disturbance activity.

Substantial Completion shall mean the time at which the Improvements have progressed to the point where, in the opinion of the City Engineer, the Improvements are sufficiently complete, in accordance with the requirements of this DCM, so that the Improvements can be utilized for the purposes for which they are intended.

**1004 REFERENCED STANDARDS**

Whenever references are made to national or industry standards and specifications, methods of testing, materials codes, practices, and requirements, it shall be understood that the latest revision of said references shall govern unless a specific revision is stated. Whenever a reference, standard, or specification is not explicit or not specifically covered by this DCM for any engineering and/or construction application, it shall be understood that generally accepted practices, references, standards, and specifications shall govern and shall be approved by the City Engineer.

**1005 ENGINEERING SUBMITTALS**

A. ~~Engineering Plans for any proposed development (residential, commercial and/or industrial) for improvements that involve the construction of sanitary sewer, storm sewer/detention, water lines, streets, sidewalks and pavements shall be submitted to the City Engineer to determine if the infrastructure in the proposed development complies with the design criteria in this DCM.~~

B. ~~Plan Requirements: Specific plan requirements are contained in the sections of the Design Criteria for various types of infrastructure. Minimum general requirements include the following:~~

- ~~1. Cover sheet shall include the following minimum information:~~

Commented [KM1]: Section 1005 moved to UDO.

**Exhibit B**  
**Amendments to Design & Construction Manual**

- a. ~~Project title~~
  - b. ~~Vicinity map~~
  - c. ~~Developer's name, address, phone and fax number, and email address~~
  - d. ~~Design Engineer's name, address, phone and fax number, and e-mail address~~
  - e. ~~List of drawings (including revision dates)~~
  - f. ~~Utility contact information.~~
2. ~~Plan set shall include:~~
- a. ~~Title Sheet~~
  - b. ~~General Notes~~
  - c. ~~Survey Control Data~~
  - d. ~~Summary of bid quantities~~
  - e. ~~Existing utilities, easements, and right-of-way~~
  - f. ~~Utility relocations (as required)~~
  - g. ~~Typical Sections for streets, rights of way, sidewalks, driveways, pavements, slopes, and other features as required.~~
  - h. ~~Plan views, profiles and details:~~
    - i. ~~street, curb, gutter, sidewalks and pavements~~
    - ii. ~~traffic signals and pavement markings~~
    - iii. ~~sidewalks and associated ADA ramp details~~
    - iv. ~~storm sewers (including detention / retention facilities)~~
    - v. ~~sanitary sewers~~
    - vi. ~~water lines~~
  - e. ~~Temporary traffic control plan (as required)~~
  - d. ~~Permanent signing and marking plan (as required)~~
  - e. ~~Drainage area map, mass grading plan, and a Master Drainage Plan (as required) for the entire development in accordance with the requirements in Section 5600.~~
  - f. ~~Erosion and Sediment Control Plan for the entire development in accordance with the requirements in Sections 5100 and 2100.~~
3. ~~All infrastructure shall have its own stationing and/or coordinates (i.e. pipelines shall not have road stationing).~~
4. ~~All drawings, except detail sheets, shall be drawn to an acceptable standard engineering scale and shall include a bar scale.~~
5. ~~The City's Standard Drawings, necessary to complete the Improvements, shall be incorporated into the plans.~~
6. ~~Plans shall include at least two written benchmark descriptions and elevations, based on USGS (NAD83) or the City's datum.~~
7. ~~Minimum font size on all plans shall be 0.125 inch on full size plans.~~
8. ~~All plans should be oriented so that north is to the top (up) or to the left of the sheet and shall include a north arrow.~~



**Exhibit B**  
**Amendments to Design & Construction Manual**

9. Legend shall be included showing line weights, symbols, abbreviations, etc.

10. Aerial backgrounds and imagery shall not be allowed.

C. Submittals

1. Two sets of sealed engineering drawings on 22" x 34" paper for the initial submittal. One full-size and two half-size (11" x 17") sets for final distribution of the approved plans, and at least one additional set to be stamped and returned to the Contractor upon approval and payment of fees.

2. One copy of each of the following as applicable:

- a. All storm water calculations, including detention and/or retention system design.
- b. All sanitary sewer system calculations for a 50-year rainfall event including hydraulic grade line.
- c. Water system analysis.
- d. Traffic impact studies.
- e. Soil or geotechnical reports.
- f. Pavement designs
- g. Summary of bid quantities. This may be submitted as a separate document accompanying the engineering plans.
- h. Engineer's Opinion of Probable Construction Costs. This shall be an itemized list by quantity to include all materials, labor, and equipment necessary to complete the entire project and shall be submitted as a separate document. Reference Paragraph 1010, Permits.
- i. All applicable local, state, federal and private agency permits.
- j. Stormwater Pollution Prevention Plan (SWPPP).

3. Separate (proposed) off-site easement documents as required for easements not dedicated on a plat.

Engineering Plan submittals that are inactive may be required to be resubmitted at the discretion of the City Engineer.

**1006 OIL AND GAS WELLS AND UNDERMINED AREAS**

**Commented [KM2]:** Section 1006 moved to UDO.

A. Engineering drawings for any proposed development shall show the surveyed location of any oil or gas well or undermined area within the development.

B. Documentation of compliance with the Revised Statutes of Missouri, and the Code of State Regulations shall be provided with the engineering submittal for any oil or gas wells that are plugged and abandoned within the development.

C. Monumentation of Plugged and Abandoned Oil and Gas Wells

1. The permanent markers shall be placed at all plugged and abandoned oil and gas wells located under pavement in compliance with this section and the Unified Development Ordinance.

**Exhibit B**  
**Amendments to Design & Construction Manual**

- 2.—The permanent marker shall be a "Mark-it" concrete/bench marker Model C/M-SS-3 1/4 B (3 1/4-inch flat/dome top by 3-inch split stem brass marker), with magnet, or an approved equal approved by the Public Works Department.
- 3.—The permanent marker shall be stamped with the identifying number for the well, as issued by the Missouri Department of Natural Resources.

**1007 PLAN APPROVAL**

Engineering Plan approval can be granted upon review and acceptance by the City Engineer and payment of the EPRI fees. All required submittals must be received in the required number of copies and format in order for approval of Engineering Plans to be granted. Partial approval of Engineering Plans may be granted at the sole discretion of the City Engineer.

Approval of plans does not relieve the Contractor/Developer from complying with the provisions set forth in this DCM. The Design Engineer whose seal appears on the Engineering Plans shall have the ultimate responsibility of ensuring that the engineering complies with the Design Criteria. Resubmission of Engineering Plans will be required for re-review and re-approval if construction has not commenced within one year from the date of plan approval.

**1008 POSTING OF SECURITY FOR SUBDIVISION RELATED PUBLIC IMPROVEMENTS**

All required subdivision-related public improvements must be completed as a condition precedent to the approval of the final plat, unless security is provided according to Article 16, Division IV – Minimum Public Improvements, Sections 16.330 and 16.340 of the Unified Development Ordinance (UDO). The public improvements covered by the UDO and this Manual include, without limitation, streets, curb and gutter, sidewalks, traffic signals, sanitary sewers, storm drainage facilities, and waterlines.

Whenever security is posted in the manner provided for under the UDO, the Contractor/Developer shall enter into a deposit agreement with the City in a form approved by the City Attorney. The City shall maintain any escrow funds deposited by a Contractor/Developer for the purpose of constructing public improvements in a separate account established for the public improvements. Said account shall earn interest at the rate earned on the City's pooled cash in accordance with the City's investment policy and such interest will be paid to the City to cover administrative and other costs associated with maintaining the cash deposit.

The dollar value of the security shall be based on an estimate of the cost to complete the construction and install the improvements and shall be determined by the Design Engineer.

**10091005 INFRASTRUCTURE UPSIZING**

City financial assistance may be made available for upsizing of water lines, sanitary sewers, and/or streets to serve private development. The amount of upsizing assistance shall be based upon City infrastructure planning requirements versus the minimum infrastructure requirements to serve the development. General terms for upsizing of water and sewer projects are covered in Sections 32.5 and 32.8 of the Lee's Summit Code of Ordinances.

**Commented [KM3]:** Section 1007 moved to UDO.

**Commented [KM4]:** Section 1008 moved to UDO.

**Exhibit B**  
**Amendments to Design & Construction Manual**

- A. During the planning and/or design of a development project, areas of possible upsizing may either be identified by the City Engineer or be proposed by the Contractor/Developer. The Contractor/Developer shall provide the following information to the City Engineer:
  - 1. A cover letter stating the specifics of the upsizing proposal.
  - 2. An Engineer's Opinion of Probable Construction Costs that illustrates the cost of the proposed minimum improvements required to serve the development versus the cost of the proposed improvements generated through the City's CIP construction bids or accepted construction means.
- B. Following the City Engineer's evaluation of the proposal, an upsizing agreement will be drafted by the City Attorney for execution by the City and Contractor/Developer.
- C. After the Contractor/Developer has executed the agreement and returned the originals to the City, the proposal will be presented to the Public Works Committee and City Council for approval of the City's estimated cost share of the project and for approval of the agreement.
- D. Following the City Council action:
  - 1. Engineering Plan approval will be given in accordance with the procedures outlined in the Design and Construction Manual.
  - 2. The required improvements of the project shall be constructed by the Contractor/Developer.
- E. Reimbursement will be issued following final acceptance of the entire project. Following the acceptance of the improvements of the entire project by the City Engineer, the Contractor/Developer shall submit a written request for reimbursement in the final dollar amount for the City's cost share.
- F. Reimbursement will be made to the Contractor/Developer in the form of a check, provided the request does not exceed the amount included in the upsizing agreement.
- G. In the event the request does exceed the previously approved amount, the request will be reviewed by the City Engineer and will be presented to the Public Works Committee and City Council for final approval prior to payment.

**1010 — PERMITS**

A permit is required prior to the start of construction.

- ~~1. Public Works Inspections will issue the infrastructure permit within 48 hours once the construction drawings have been approved by the City Engineer or their designee and the EPRI fee has been paid.~~
- ~~2. The EPRI Fees will be calculated using the Engineer's Opinion of Probable Construction Costs or the contract amount from the project contract documents. This must be an itemized list of unit prices and quantities that includes all materials, labor, equipment and incidental work necessary to complete the entire project.~~

**Commented [KM5]:** Section 1010 moved to UDO.

**Exhibit B**  
**Amendments to Design & Construction Manual**

- ~~3. The fee can be found in the City of Lee's Summit, Schedule of Fees.~~
  - ~~4. The Engineer's Opinion of Probable Construction Costs shall include, but not be limited to, the following items:
    - ~~a. Public Infrastructure:
      - ~~i. All public infrastructure (sidewalks, streets, pavements, sanitary system, storm water system, and water system).~~
      - ~~ii. All grading work~~
      - ~~iii. All offsite public improvements~~
      - ~~iv. All erosion and sediment control devices, BMPs, and activities~~
      - ~~v. All detention/retention facilities~~
      - ~~vi. All public street signage and lighting~~
      - ~~vii. All traffic signals~~
      - ~~viii. Traffic Control~~
      - ~~ix. Other work required to complete the project~~~~
    - ~~b. Private Infrastructure:
      - ~~i. Any water service line larger than 2" in diameter, valves, hydrants, and backflow preventer with vault, if outside the building.~~
      - ~~ii. All storm water piping 6" and larger, structures, and detention/retention facilities~~
      - ~~iii. All grading for detention/retention ponds~~
      - ~~iv. All erosion and sediment control devices, BMPs, and activities~~
      - ~~v. All private street construction, including parking lots, drive approaches and sidewalks.~~
      - ~~vi. All site grading~~
      - ~~vii. All retaining wall structures designed to facilitate site grading~~
      - ~~viii. All private sanitary sewer laterals, wyes, cleanouts, and connection of the building stub to the public main~~
      - ~~ix. All traffic control devices~~~~~~
- ~~E. Building Permit for Foundation Only: No foundation shall be constructed without first obtaining, at a minimum, a Building Permit for Foundation Only from the Codes Administration Department in accordance with the current building code. No Building Permit for Foundation Only will be issued before:~~
- ~~1. The following facilities, if required by approved Engineering Plans, are complete as indicated:
    - ~~a. The sanitary sewer serving the development is substantially complete. Substantial completion of the sanitary sewer shall include substantial completion of any off-site or outfall sewer serving the development. Any new sewer main serving the building site must be completely connected to the existing system and must be operational.~~~~

**Exhibit B**  
**Amendments to Design & Construction Manual**

- ~~b. A paved road is in place serving the development, unless otherwise approved by the City Engineer and the Fire Department.—~~
- ~~c. Erosion and sediment control must be installed according to the current rules and regulations according to Sections 2150 and 5100 of the DCM.~~
- ~~2. Conditions of all development agreements covering the development are met, if applicable.~~
- ~~3. If required by Section 5600, the as-graded record drawing(s) of the development's Master Drainage Plan have been submitted to and approved by the City Engineer.,~~

~~Exception: For a single commercial site (single building / / single lot) a building permit will be allowed following issuance of an infrastructure permit, provided there is no impact to any other users. Substantial completion shall be issued prior to any certificate of occupancy.~~

~~No water or sanitary sewer service lines shall be permitted to connect to the public mains until the mains are substantially complete.~~
- ~~F. Full Building Permits: All permits for buildings or structures are issued by the Codes Administration Department in accordance with the current building code. No building permit will be issued before:~~

  - ~~1. A Certificate of Substantial Completion for all public infrastructure has been executed.~~

~~Exception: For a single commercial site (single building / single lot), a building permit will be allowed following issuance of an infrastructure permit, provided there is no impact to any other users.—~~

~~Substantial completion shall be issued prior to any certificate of occupancy.~~
  - ~~2. Conditions of all development agreements covering the development are met, if applicable.~~
  - ~~3. If required by Section 5600, the as-graded, record drawing(s) of the development's Master Drainage Plan have been submitted and approved by the City Engineer.~~
  - ~~4. Erosion and sediment control has been installed according to current regulations and Sections 2150 and 5100 of this DCM.~~
- ~~G. Right of Way Permit: All work within the City right-of-way shall be in accordance with the City's Right-of-Way Management Ordinance. As stated in the ordinance, Right of Way permits shall be required.~~
- ~~H. Temporary Traffic Control Permit: All activity within the City right-of-way that impacts the flow of vehicular or pedestrian traffic shall be in accordance with the City Right-of-Way Management Ordinance. As stated in the ordinance, Temporary Traffic Control permits shall be required.~~

**Exhibit B**  
**Amendments to Design & Construction Manual**

- ~~I. Blasting Permit: No Contractor/Developer or person using explosives will conduct blasting within the City limits, without first obtaining a permit from the Public Works Department.~~
- ~~1. Use of Explosives~~
- ~~a. Blasting shall only be conducted between the hours of 8 a.m. and 8 p.m. Monday through Saturday.~~
- ~~b. Any Contractor/Developer or person using explosives within the City limits shall notify the owner or occupant of any residence or business located within a scaled distance of fifty five from the site of blasting prior to the start of blasting at any new location. The scaled distance shall be determined by dividing the linear distance, in feet from the blast to a specific location, by the square root of the maximum weight of explosives, in pounds, to be detonated in any eight (8) millisecond period. One notification by mail, telephone, printed notification posted prominently on the premises or the property of the owner or occupant of the residence or business, or delivered in person to any such owner or occupant.~~
- ~~2. Application Requirements~~
- ~~a. Each blasting permit application submitted under this section shall be accompanied by a fee in the amount indicated in the Schedule of Fees.~~
- ~~b. The application shall be submitted no less than five (5) days prior to the first use of explosives, unless such use impacts the normal flow of traffic, in which case the application shall be submitted no less than ten (10) days prior thereof.~~
- ~~3. Blasting Permit Application Must Contain:~~
- ~~a. The name, address and telephone number(s) of the person using explosives.~~
- ~~b. The name of the individual responsible for the supervision of blasting.~~
- ~~c. The date or approximate period over which blasting will be conducted.~~
- ~~d. The location where blasting will take place.~~
- ~~e. The nature of the project or reason for blasting.~~
- ~~f. Specific information about the type of explosives to be used and their storage location at the site where used.~~
- ~~g. An acceptable plan for signage or other means of informing the public of blasting in the proximity to public streets or highways. All street closures or lane reductions must be approved by Public Works Engineering and may require a separate permit.~~
- ~~h. Proof that the person using explosives is registered with the division of fire safety and that blasting will be conducted by a licensed blaster.~~
- ~~i. Proof of commercial general liability insurance in the amount of no less than two million dollars (\$2,000,000).~~
- ~~j. Documentation of at least three attempts to contact the owner of any uncontrolled structures within a scaled distance of thirty five from the blast site in order to conduct a preblast survey of such structures. The scaled distance shall be determined by dividing the linear distance, in feet from the blast to a specific location, by the square root of the maximum weight of explosives, in pounds, to be detonated in any eight (8) millisecond period. A preblast survey is not required if the owner of any such structure does not give permission for a survey to be conducted.~~

**Exhibit B**  
**Amendments to Design & Construction Manual**

4. ~~Inspection of Blasting Operations: Any authorized representative of the City may:
  - a. ~~Require that any person using explosives to show proof that he or she is registered with the Division of Fire Safety and blasting is being conducted by an individual that is licensed under the provisions of section 319.306 RSMo.~~
  - b. ~~Request and be allowed access to the site of blasting by the person using explosives and shall be allowed to observe blasting from a safe location as designated by the blaster.~~
  - c. ~~Examine records to be maintained by sections 319.309 RSMo and 319.315 RSMo.~~
  - d. ~~Report suspected violations of 319.300RSMo to 319.345 RSMo to the Missouri Division of Fire Safety.~~~~
5. ~~Suspension or Revocation of Blasting Permit: Public Works shall have the power to suspend for up to fifteen (15) days or revoke any permit issued under the terms and conditions of this article for any of the following causes:
  - a. ~~Any fraud, misrepresentation or false statement contained in the permit application.~~
  - b. ~~Failure to rectify any dangerous condition after being ordered to do so by any authorized representative of the City of Lee's Summit.~~
  - c. ~~Reported or suspected violations of city or state regulations related to blasting, storage of explosives, use or handling of explosives.~~
  - d. ~~Upon revocation or suspension, no refund of any portion of the license fee shall be made to the permittee and permittee shall cease all blasting operations.~~~~
6. ~~Transfer, Assignment, or Sale of Rights Granted Under Permit: No transfer, assignment, or sale of rights granted under any permit granted under the terms and condition of this article shall be made without prior approval of the City Engineer.~~
7. ~~Penalty: Any person who shall violate any provision of this article shall be subject to the penalties in Section 1-13 of the Code of Ordinances.~~
8. ~~Exemptions: Any blasting as stated in section 319.342.7 RSMo.~~
9. ~~Storage of Explosives
  - a. ~~All storage of explosives, in excess of that amount required for one day's use (day box), requires a permit to be issued by the Fire Department. The day box storage of that amount required for one day's use as approved in the Blasting Permit application shall be in accordance with all city, state, and federal regulations. The Lee's Summit Fire Department and the City of Lee's Summit has adopted the NFPA 495, Explosive Materials Code, 2001 Edition. This information is available upon request.~~
  - b. ~~A Type 3 magazine shall be a "day box" or portable structure used for the temporary storage of explosives. A type 3 magazine shall be fire resistant, theft resistant, and weather resistant.~~
  - c. ~~The magazine shall be equipped with one steel padlock (which shall not be protected with a steel hood) having at least five tumblers and a case-hardened steel shackle at least 9.5 mm (3/8 in.) in diameter. Doors shall overlap the sides by at least 25.4 mm (1 in.) Hinges and hasps shall be attached by welding, riveting or bolting (nuts on inside.)~~
  - d. ~~The magazine shall be constructed of not less than 12-gauge [2.66 mm (0.1046 in.)]-steel, lined with at least 12.7 mm (1/2-in.) masonite-type hardboard.~~
  - e. ~~Type 3 magazines containing explosive materials shall be within line-of-site vision of a blaster.~~
  - f. ~~Detonators shall be stored in a separate magazine for blasting supplies and shall not be stored with other explosives.~~~~

**Exhibit B**  
**Amendments to Design & Construction Manual**

- A. ~~Floodplain Development Permit: A floodplain development permit from the City Engineer is required for all development within a regulatory floodplain. Regulatory floodplains are defined on the Flood Insurance Rate Maps (FIRM) issued by the Federal Emergency Management Agency (FEMA). Copies of maps and additional floodplain information are available through the Public Works Engineering Division.~~
- B. ~~The Missouri Department of Transportation (MoDOT) requires a permit for all work to be performed within state highway right-of-way. No work within the state right-of-way shall commence until a permit is obtained and a copy provided to the City. No work will be accepted by the City that has not been accepted or approved as satisfactory by MoDOT.~~
- C. ~~Railroad companies require permits for all work to be performed within railroad right-of-way. No work within the railroad right-of-way shall commence until a permit is obtained and a copy provided to the City. No work will be accepted by the City that has not been accepted or approved as satisfactory by the affected railroad company.~~
- D. ~~Environmental Permits: all work is subject to state and federal regulations, which may require permits or certifications from various agencies. The Developer is responsible to understand state and federal requirements and acquire the necessary permits as required by state and federal agencies.~~

**1011 FEES**

EPRI and miscellaneous permit fees are established in the City's current fee schedule adopted by the City Council.

**10121006 INSURANCE**

The Contractor/Developer shall secure and maintain, throughout the duration of the project, insurance of such types and in at least amounts as set forth in the "Standard Insurance and Indemnification Requirements" as approved by the Director of Development Service, which may be updated and amended as needed from time to time. ~~are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer at least 30 days prior to material modification or cancellation of any policy listed on the certificate(s).~~

**A. Industry Rating**

~~The City will only accept coverage from an insurance carrier who offers proof that it:~~

- ~~Is licensed to do business in the State of Missouri;~~
- ~~Carries a Best's policyholder rating of "A" or better;~~
- ~~Carries at least a Class X financial rating.~~
- ~~OR~~
- ~~Is a company mutually agreed upon by the City and the Contractor/Developer.~~

**B. Insurance Requirements**

**Commented [KM6]:** Section 1011 moved to UDO.



**Exhibit B**  
**Amendments to Design & Construction Manual**

~~1. COMMERCIAL GENERAL LIABILITY POLICY~~

~~Limits—~~

~~Each Occurrence: \$ 2,000,000~~

~~Personal & Advertising Injury: \$ 2,000,000~~

~~Products/Completed Operations~~

~~Aggregate: \$ 2,000,000~~

~~General Aggregate: \$ 2,000,000~~

~~Policy SHALL include the following conditions:~~

~~Contractual Liability~~

~~Personal & Advertising Injury~~

~~Products/Completed Operations~~

~~Certificate must confirm inclusion of "Blasting" coverage, if applicable~~

~~Independent Contractors~~

~~Broad Form Property Damage~~

~~2. AUTOMOBILE LIABILITY~~

~~Policy shall protect the Contractor/Developer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:~~

~~a. Any Auto, OR~~

~~b. All Owned Autos; Hired Autos; and Non-Owned Autos~~

~~Limits—~~

~~Each Accident, Combined Single~~

~~Limits, Bodily Injury and~~

~~Property Damage: \$ 2,000,000~~

~~3. WORKERS' COMPENSATION~~

~~This insurance shall protect the Contractor/Developer against all claims under applicable state Workers' Compensation laws. The Contractor/Developer shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the following:~~

~~Workers Compensation: Statutory~~

~~Employers Liability—~~

~~Bodily Injury by Accident: \$ 100,000 Each Accident~~

~~Bodily Injury by Disease: \$ 500,000 Policy Limit~~

~~Bodily Injury by Disease: \$ 100,000 Each Employee~~

~~4. UMBRELLA LIABILITY~~

**Exhibit B**  
**Amendments to Design & Construction Manual**

~~An Umbrella or Excess Liability policy in the minimum amount of \$1,000,000 each occurrence, \$1,000,000 aggregate. The umbrella or excess policy shall be at least as broad as the underlying policies and include the following protection:~~

- ~~a. General Liability~~
- ~~b. Automobile Liability~~
- ~~c. Employers Liability~~

~~The City of Lee's Summit shall be named as an additional insured. Umbrella, or Excess Liability requirements may be modified or waived at the City's discretion upon written application to and approved by the City's risk manager (or risk management consultant). If the requirement is modified or waived, the risk manager (or risk management consultant) shall place on file with the City their reasoning for such waiver or modification.~~

**1013 — DAMAGES**

~~The Contractor/Developer hereby expressly binds himself or itself to indemnify and hold harmless the City and its officers and employees against all suits or actions of every kind and nature brought or which may be brought, or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the Contractor/Developer's work or in consequence of any negligence in connection with same, or on account of any poor workmanship, or on account of any act of commission or omission of the Contractor/Developer or his, its, or their agent or employees, or for any cause arising during the course of construction.~~

**Commented [KM7]:** Section 1013 moved to UDO.

**1014 — SAFETY**

~~The Contractor/Developer is responsible for complying with all applicable OSHA requirements. The City assumes absolutely no oversight responsibility.~~

**Commented [KM8]:** Section 1014 moved to UDO.

**1015 — CONSTRUCTION COMMENCEMENT**

~~Construction shall commence only after the following requirements are fully met:~~

- ~~A. Approval by City Engineer of final Engineering Plans and other required submittals.~~
- ~~B. Deposits, if applicable, have been deposited with the City.~~
- ~~C. All applicable permits have been obtained.~~
- ~~D. Certificate of Insurance has been submitted to City.~~
- ~~E. Verification that a business license has been obtained from the City.~~
- ~~F. All executed offsite easements required for construction but not dedicated by plat have been submitted to the City.~~
- ~~G. EPRI fee has been paid.~~
- ~~H. Notification to Public Works Inspectors at least 48 hours prior to anticipated commencement of construction.~~

**Commented [KM9]:** Section 1015 moved to UDO.

**Exhibit B**  
**Amendments to Design & Construction Manual**

~~I. Contractor/Developer may be required to provide written verification from a financial institution of the ability to obtain a maintenance bond or other form of security acceptable to the City.~~

The general contractor and all subcontractors shall maintain a current set of City approved, stamped construction plans on the site at all times. Public Works Inspectors may, at their discretion, issue a stop work order until approved plans are available at the site.

**1016 HOURS OF WORK, WEEKEND OR HOLIDAY WORK**

**Commented [KM10]:** Section 1016 moved to UDO.

A. Normal working hours for the City of Lee's Summit Public Works Inspection employees are between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Legal holidays observed by the City of Lee's Summit are New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day including the following Friday, Christmas and a holiday before or after Christmas Day. The actual days off for these holidays may vary and in certain situations additional days may be a part of the amount of time granted as an official holiday by the City of Lee's Summit.

B. The City of Lee's Summit shall be compensated by the Contractor/Developer for inspection services required for work performed prior to 7:00 a.m., between 12:00 p.m. and 1:00 p.m., and after 4:00 p.m. on normal workdays; and on Saturdays, Sundays, and legal holidays. Compensation for inspection services shall be at an appropriate overtime rate, as shown on the Schedule of Fees, based upon the following time frames:

1. Normal Work Days – time actually worked, minimum one hour.
2. Saturday, Sunday, Holidays – Time actually worked (door to door), minimum four (4) hours.

C. Request to work overtime on a normal work day shall be made directly to the Public Works Inspector by 12:00 noon of that day. Request for a Public Works Inspector to work overtime on Saturdays and Sundays shall be made by 3:00 p.m. on the Thursday before. Request for a Public Works Inspector to work overtime on legal holidays shall be made five (5) working days in advance. Requests will be accommodated if possible based on availability of Public Works Inspectors.

**1017 TRAFFIC CONTROL**

**Commented [KM11]:** Section 1017 moved to UDO.

~~Temporary traffic control plans shall be in accordance with Section 3000 of the Design and Construction Manual.~~

**1018 CHANGES IN THE WORK**

**Commented [KM12]:** Section 1018 moved to UDO.

All proposed changes must be submitted in writing by the Design Engineer to the City Engineer. Written approval by the City Engineer shall be received by the Public Works Inspector prior to implementing the change. Any change in the work made without the consent of the City Engineer shall be subject to removal by the Contractor/Developer at no cost to the City.

**Exhibit B**  
**Amendments to Design & Construction Manual**

**1019 — AUTHORITY OF CITY TO STOP WORK**

All construction work may be stopped at any time by the City Engineer when, in the opinion of the City Engineer, the workmanship, materials used, or procedures of work do not meet the requirements or comply with the City codes, ordinances, specifications, and procedures for such work.

**Commented [KM13]:** Section 1019 moved to UDO.

**1020 — WORK NOT MEETING MINIMUM SPECIFICATIONS**

Any completed item of work not meeting the requirements of these specifications shall normally be removed and replaced. If the City Engineer determines it is not feasible or necessary to remove substandard items of work, then such items shall be accepted as a lesser product and the Contractor/Developer shall place an appropriate amount of funds as determined by the City Engineer, in a deposit account to compensate the City of Lee's Summit for additional maintenance that would be expected for the life of the product.

**Commented [KM14]:** Section 1020 moved to UDO.

**1021 — PROTECTION OF EXISTING FACILITIES**

All construction operations in the vicinity of existing facilities shall be performed with care to prevent damage or obstruction to these facilities. If damage or obstruction occurs, repairs or adjustments shall be made in a manner and time frame approved by the City Engineer and any damaged or obstructed facility shall be repaired with new materials and restored to its original condition, at no cost to the City.

**Commented [KM15]:** Section 1021 moved to UDO.

**1022 — SITE CLEAN UP**

The Contractor/Developer shall frequently clean up all refuse, rubbish, scrap materials, and debris created as a result of his operations, so that at all times the work site and adjacent disturbed areas shall present a neat, orderly, and workmanlike appearance in accordance with Chapter 16 of the Code of Ordinances. Upon completion of the work, the Contractor/Developer shall remove from the site and any occupied adjoining property, all plants, building, rubbish, unused materials, form lumber, and other materials belonging to him or his subcontractor. Burning of waste material is prohibited. The Contractor/Developer will restore the work site and adjacent disturbed areas to the condition existing before work began as a minimum. Any costs incurred by the City due to failure by the Contractor/Developer to clean up to the City's satisfaction will be charged to the account of the Contractor/Developer or his surety.

**Commented [KM16]:** Section 1022 moved to UDO.

**1023 — RESTORATION OF PROPERTY**

The Department will not accept any construction wherein public or private property has not been restored to a condition at least equal to its condition before commencement of construction. All streets, roads and highways shall be restored as required by the Department or the agency concerned with the highway in question. Work performed on private property shall be confined to the easements obtained and the area shall be properly vegetated (according to Section 2150), landscaping restored and all damaged improvements replaced or restored.

**Commented [KM17]:** Section 1023 moved to UDO.

**1024 — RECORD DRAWINGS**

**Commented [KM18]:** Section 1024 moved to UDO.

**Exhibit B**  
**Amendments to Design & Construction Manual**

- A. ~~Record Drawings, including As-Graded drawings, must include results of a post construction survey. The post construction survey shall include the following:~~
- ~~1. Final street grades.~~
  - ~~2. Final elevations of all sanitary and storm sewer lines and structures including pipe inverts and structure top elevations.~~
  - ~~3. Final adjusted stationing and/or coordinates of all streets, sanitary and storm sewer structures, service line connections, and water line valves and hydrants.~~
  - ~~4. As Graded contours as shown on the grading and drainage plans (Master Drainage Plan).~~
  - ~~5. Actual materials used.~~
  - ~~6. Record drawings shall not include any future improvements.~~
- B. ~~All easements or right of way revised during construction must be noted on the record plans and recorded easement documents must be submitted.~~
- C. ~~Electronic files of record drawings must be received by the City before final acceptance of any public improvement project.~~
- D. ~~Initial submittal shall consist of one full set of all project record drawings on 22" x 34" paper. Final submittal shall consist of two compact discs (CD), each with a complete set of all project record drawings. Each drawing shall be saved as a tagged image format (TIF). Record drawings must include a signed Engineer's Certification stating that the drawings conform to construction records and post construction survey information and shall be dated and stamped "Record Drawing".~~

**1025 BONDS**

- A. ~~Contractor/Developer Projects: A suitable maintenance bond, cash deposit, certified check, or other acceptable form of maintenance security shall be furnished to the City of Lee's Summit guaranteeing the maintenance of the construction involved in the public improvement project. The maintenance bond or other form of maintenance security for public streets (including subgrade), storm sewers, sanitary sewers, and/or water lines shall remain in effect for a period of three years after substantial completion and shall be in an amount equal to 50 percent of the total cost of the improvement. If more than one Contractor performs work on any infrastructure item, a separate bond must be provided by each Contractor for their portion of the work. The warranty period for all bonds will begin at the time of issuance of the Certificate of Substantial Completion by the City for all Improvements.~~
- B. ~~City Performed Construction Projects: Suitable performance, payment, and maintenance bonds shall be furnished to the City of Lee's Summit in accordance with the specific project construction contract.~~
- C. ~~No project shall be accepted by the City prior to the submittal and acceptance of the maintenance bond(s) by the City Engineer.~~

**1026 PARTIAL ACCEPTANCE OF WORK**

**Commented [KM19]:** Section 1025 moved to UDO.

**Commented [KM20]:** Sections 1026 moved to UDO.

**Exhibit B**  
**Amendments to Design & Construction Manual**

The City reserves the right to accept and make use of any completed section of the work without obligating the City to accept the remainder of the work or any portion thereof. However, the warranty period for the accepted section shall not start until the project is complete and the City has issued a Certificate of Substantial Completion.

**1027 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE**

**Commented [KM21]:** Section 1027 moved to UDO.

- A. ~~A Certificate of Substantial Completion will be issued by a Public Works Inspector upon satisfactory completion of the Improvements (including an approved as-graded Master Drainage Plan) to a point where they can be used for their intended purposes. At that time, a punch list of all items remaining to be completed prior to final acceptance will be provided to the Contractor/Developer.~~
- B. ~~The Contractor/Developer has 90 days from the issuance of the Certificate of Substantial Completion to complete all punch list work on the project and submit the following items to the City Engineer.
  - 1. ~~Maintenance Bond or other acceptable form of maintenance security for 50% of the total construction cost for a period of three years after substantial completion.~~
  - 2. ~~Execution of Final Affidavit and Agreement.~~
  - 3. ~~Approval from the City for the water line bacteriological test.~~
  - 4. ~~Record Drawings—electronic files.~~
  - 5. ~~Compensation for Public Works Inspector overtime, when applicable.~~
  - 6. ~~Permanent offsite easements shall be recorded and a certified copy provided to the City.~~In the event all work is not complete and all items submitted within 90 days, no additional building permits will be issued and inspections on any building permits issued for any building within the property described on the Certificate may be suspended at the discretion of the City.~~
- C. ~~A Certificate of Final Acceptance for the project will be issued when all requirements are fully met. A Certificate of Final Acceptance must be obtained prior to issuance of temporary or permanent occupancy for any building within the property described on the Certificates.~~
- D. ~~The City will re-inspect the public improvements prior to the expiration of the warranty period. Any defects noted as a result of this inspection shall be corrected by the Contractor/Developer at his expense upon written notification by the City. A written copy of the final inspection report will be forwarded to the Contractor/Developer.~~

[Appendix A: Quality Control and Quality Assurance](#)

[Appendix B: Testing Laboratory Services](#)

[Appendix C: Project Closeout for Public Improvements Using Public Funds or Work on Existing Public Infrastructure](#)

APPENDIX A: QUALITY CONTROL AND QUALITY ASSURANCE

1.01 QUALITY CONTROL (QC)

- A. QC shall be the responsibility of the Contractor/Developer.
- B. The minimum testing frequency for QC is shown in the following table. Where multiple tests are required, samples shall be distributed such that the entire day’s production is represented.

Activity	Required Test	Minimum QC Testing Frequency
Grading – Embankment	Density/Moisture Curve	1 per material type
	In-Place Density/Moisture	4 per day per spread, minimum 1 per lift.
	Roll tested per APWA	Prior to placing aggregate base
Soil Subgrade	Density/Moisture Curve	1 per material type
	In-Place Density/Moisture	1 per 750 square yards of subgrade
	Roll tested per APWA	Prior to placing aggregate base
Chemically Stabilized Subgrade	Refer to Section 2200	
Subgrade Stabilized with Geogrid	Density/Moisture Curve	1 per material type
	In-Place Density/Moisture	1 per 750 square yards of subgrade
	Roll tested per APWA	After placing geogrid and aggregate base
Aggregate Base	Density/Moisture Curve	1 per material type
	Gradation	1 per day per source per material type
	In-Place Density/Moisture	4 per day
	Plasticity Index	One per source.
	Roll tested per APWA	Prior to placing pavement
Trenches (Earth Backfill)	Density/Moisture Curve	1 per material type
	In-Place Density/Moisture	Refer to Section 2100
Asphaltic Concrete	Gradation (in-place behind paver)	1 per day per spread.
	Oil Content	1 per day.
	Oil Type	1 per mix.
	Density (1000 tons or greater)	10 per day per spread / lift
	Density (less than 1000 tons)	6 per day per spread / lift
Concrete (Curb, Sidewalk, Driveways, etc.) Required for each mix design	Air Content	1 at beginning of each daily pour per mix and 1 per 25-50 CY thereafter.
	Slump	1 at beginning of each daily pour per mix and 1 per 25-50 CY thereafter.
	Compressive strength	1 set of 4 cylinders at beginning of each daily pour per mix and 1 per 100 CY thereafter
Concrete for Structures (Pavement, Boxes, etc.) Required for each mix design.	Air Content	1 at beginning of each daily pour per mix and 1 per 100 CY thereafter.
	Slump	1 at beginning of each daily pour per mix and 1 per 100 CY thereafter.

- C. QC test results and documentation shall be submitted to City as the results are made available by the laboratory.
- D. Initial QC test results shall be delivered to the City within 24 hours of the test.
- E. Summary reports of QC testing shall be submitted to the City no less than monthly.
- F. Materials ~~or installed items~~ that fail testing shall be corrected and retested or removed, at the discretion of the City, and shall be the Contractor / Developer’s expense. Retesting will clearly identify the corresponding failures.

APPENDIX A: QUALITY CONTROL AND QUALITY ASSURANCE

1.02 QUALITY ASSURANCE (QA)

- A. QA shall be the responsibility of the City.
- B. The minimum testing frequency for QA is shown in the following table. Where multiple tests are required, samples shall be distributed such that the entire day’s production is represented.

Activity	Required Test	Minimum QA Testing Frequency
Grading – Embankment	Density/Moisture Curve	1 per material type
	In-Place Density/Moisture	1 per day per spread, minimum 1 per lift.
Aggregate Base	Density/Moisture Curve	1 per material type
	Gradation	1 per source per material type
	In-Place Density/Moisture	1 per day
	Plasticity Index	One per source.
Trenches (Earth Backfill)	Density/Moisture Curve	1 per material type
	In-Place Density/Moisture	Refer to Section 2100
Asphaltic Concrete	Gradation (in-place Behind Paver)	1 per mix design per spread
	Oil Content	1 per mix design.
	Oil Type	1 per mix design.
	Density (1000 tons or greater)	4 per day per spread
	Density (less than 1000 tons)	2 per day per spread
Concrete (Curb, Sidewalk, Driveways, etc.) Required for each mix design	Air Content	1 at beginning of each daily pour per mix and 1 per 100 CY thereafter.
	Slump	1 at beginning of each daily pour per mix and 1 per 100 CY thereafter.
	Compressive strength	1 set of 4 cylinders per 100 CY, 1 set minimum per mix design.
Concrete for Structures (Pavement, Boxes, etc.) Required for each mix design	Air Content	1 at beginning of each daily pour per mix and 1 per 400 CY thereafter.
	Slump	1 at beginning of each daily pour per mix and 1 per 400 CY thereafter.
	Compressive strength	1 set of 4 cylinders per 100 CY, 1 set minimum per mix design.

1.03 QC AND QA RESULTS COMPARISON

If differences are found between QC and QA results, then ~~Owner and~~City and Developer/Contractor shall identify any procedural differences between QC and QA and correct any improper procedures. If no procedural differences are found and ~~Owner~~City and Developer/Contractor cannot agree on the results and subsequent impact to the ~~W~~work, then an independent third party lab will be utilized. If the final results of the third party testing indicate the ~~Owner’s~~City’s test results were correct, then the Developer / Contractor shall be responsible for the cost associated with the third party testing. Likewise, if the final results of the third party testing indicate the Developer / Contractor’s test results were correct, then the ~~Owner~~City shall be responsible for the cost associated with the third party testing. Unless ~~Owner~~City or Developer / Contractor cannot agree, the results of the third party lab will be final and binding.



## APPENDIX B: TESTING LABORATORY SERVICES

Independent testing laboratories shall meet at least one of the following qualifications:

1. Participate in AASHTO Accreditation Program (AAP) and maintain current and applicable AASHTO Laboratory Accreditation for materials testing as appropriate for the Pproject, including but not limited to: soil, aggregate, Portland Cement Concrete and hot-mix asphalt. The Laboratory's accreditation shall be listed in AASHTO R-18 accredited laboratory list-as accessed on the internet.
2. Provide adequate proof of compliance with the most current edition of ASTM E 329, Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction for the construction materials specified for sampling and testing during the Pproject.

Laboratory is not authorized to:

1. Release, revoke, alter or ~~enlarge~~ expand on requirements of the DCM.
2. Approve or accept any part of ~~W~~work.
3. Perform any duties of Developer / Contractor.

### CONTRACTOR / DEVELOPER RESPONSIBILITIES

1. Cooperate with laboratory personnel and provide access to work.
2. As required, secure and deliver to the laboratory adequate quantities of representational samples of materials proposed for use and which require testing.
3. Provide to the laboratory the ~~preliminary approved~~ design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
4. Furnish copies of products' test reports.
5. As required, furnish incidental labor and facilities to:
  - a. Provide access to work that requires testing.
  - b. Facilitate tests including obtaining and handling samples at Pproject, if so requested.

APPENDIX C: PROJECT CLOSEOUT FOR PUBLIC IMPROVEMENTS USING PUBLIC FUNDS OR  
WORK ON EXISTING PUBLIC INFRASTRUCTURE

For portions of the development improvements that are funded with public money, for portions of the work within pre-existing public right of way, or portions of work on existing public infrastructure (usually this work subject to Prevailing Wage labor laws), Contractor shall file with the City the following:

- A. All items as required for final acceptance as described in by Section 1027, Substantial Completion and Final Acceptance, of the DCM.
- B. Any remaining submittals.
- C. Any record documents which indicate changes to the original plans.
- D. Any requirements outlined in the permits that were issued for the Work.
- E. Any instructions, manuals or schedules which are due to OwnerCity.
- F. Any guaranties, warranties, parts or tools that are due to OwnerCity.
- G. Notification of any pending or unresolved property or injury insurance claims.
- H. Any remaining or corrected payrolls for the Contractor or any of their Subcontractors.
- I. A notarized original of the Certificate and Release or Waiver and Release of Lien from the Contractor and all Subcontractors.
- J. A notarized original of the Affidavit of Compliance with Prevailing Wage Law from the Contractor and all Subcontractors.
- K. The no tax certificate(s) issued by Owner-City (if any).
- L. If Payment is due from the City, a notarized original of the Consent of Surety to Final Payment.

**Exhibit C**  
**Amendments to City Code Section 26-211 for Insurance**

Section 26-211 of the City Code shall be amended as follows, with changes shown in the underline and ~~strikethrough~~ format:

Sec. 26-211. - Insurance.

- A. Unless a ROW-user has twenty-five million dollars (\$25,000,000.00) in net assets in the State of Missouri and does not have a history of noncompliance, or permitting noncompliance, within the City, then the ROW-user shall file with the City evidence of liability insurance with a reputable, qualified and financially sound insurance company licensed to do business in Missouri, and unless otherwise approved by the City in writing, with a current A.M. Best ROW User, Inc., rating of not less than A.
1. The ROW-user shall provide all information to the City necessary to determine the amount of net assets of the ROW-user.
  2. The amount of insurance shall be in amounts sufficient to protect the City against all liabilities not protected by the State of Missouri's sovereign immunity statute and the City shall be named and endorsed as an additional insured and ROW-user shall provide an endorsed waiver of subrogation against the City for all such policies, unless prohibited by law. The City shall not have a deductible for its coverage, the intent being that the City shall not pay any amounts towards its defense or damages arising out the ROW-user's use of the ROW and any condition the ROW-user creates or contributes to create on the ROW or on abutting property. The insurance will protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death, or property damage arising out of or alleged to have arisen out of the negligent or willful acts or omissions of the ROW-user. The ROW-user agrees it does not have a cause of action or claim against the City for any action that such insurance would provide coverage for.
  3. If the ROW-user is self-insured, it shall provide the City proof of compliance regarding its ability to self-insure and proof of its ability to provide coverage in the above amounts, but self-insurance shall only be permitted by consent of the City Council and the execution of an agreement separate from any agreement created under this article which shall be in full force and effect until such time as the ROW-user's facilities, structures and use are removed or cease from or on the ROW.
  4. A copy of the liability insurance certificate and all required endorsements must be on file with the City Clerk.
- B. No liability insurance will be required of any residential property owner excavating or working in the right-of-way adjacent to his/her residence who does not utilize a contractor to perform the excavation or work and who does not require a temporary traffic control permit. However, said residential property owner shall be required to demonstrate proof of a homeowner's policy with coverage and limits acceptable to the City Engineer.
- C. For purposes of this section, "history of noncompliance, or permitting noncompliance, within the City," shall mean the ROW-user, or any persons acting on the behalf of the ROW-user, including contractors or subcontractors, has failed to return the public right-of-way to its previous condition under a previous right-of-way permit or temporary traffic control permit.
- D. ROW-users who are installing facilities that are not a part of a distribution system as outlined in Section 26-134.B. shall also comply with the security provisions in said section.
- E. In addition to the insurance provisions above, the following insurance provisions shall apply to ROW users who do not have a franchise or license agreement with the City that contains insurance provisions and who intend to have facilities in the ROW for more than sixty (60) days:
1. *Insurance required.* Prior to any access in the ROW, ROW user shall procure and maintain insurance against claims for: A) bodily injury, personal injury, sickness or disease, or death of any persons other than ROW user's employees; B) damages insured by usual personal and advertising injury liability coverage; C) damages because of injury to or destruction of tangible property, including loss of use resulting from; D) products/completed operations; and E) damages

**Exhibit C**  
**Amendments to City Code Section 26-211 for Insurance**

involving liability insurance applicable to ROW user's indemnity obligations under Division. Such insurance shall cover claims as may be occasioned by the operations, acts, errors, omissions, or negligence of ROW User or its officers, agents, representatives, employees, lessees, or contractors during all times that occupies the ROW. Insurance limits may be met by the combination of primary and umbrella or excess coverage.

2. Limits of insurance. The insurance to be provided by a ROW user shall be as set forth in the "Standard Insurance and Indemnification Requirements" as approved by the City Attorney, which may be updated and amended as needed from time to time.:
  - a. ~~Commercial general liability.~~ Carry and maintain commercial general liability insurance limit of one million dollars (\$1,000,000.00) per occurrence, five million dollars (\$5,000,000.00) Products and Completed Operations Annual Aggregate, and a five million dollar (\$5,000,000.00) general aggregate limit. The policy shall be primary, non-contributory and include coverage for bodily injury, property damage, personal injury, personal and advertising injury, products, completed operations, and blanket contractual liability, which coverage will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause, severability of interests and waiver of subrogation clauses. If any excess insurance is utilized to fulfill the requirements of this subsection, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
  - b. ~~Worker's compensation.~~ Carry and maintain worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of ROW user employees engaged in the performance of services; and employer's liability insurance of not less than one million dollars (\$1,000,000.00) for each accident, one million dollars (\$1,000,000.00) disease for each employee and one million dollars (\$1,000,000.00) disease policy limit.
  - c. ~~Automobile liability.~~ Carry and maintain commercial business automobile liability insurance with a combined single limit for bodily injury and property damages of one million dollars (\$1,000,000.00) each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of the ROW user's work. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. If any excess insurance is utilized to fulfill the requirements of this subsection, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
3. ~~Additional insured.~~ All insurance coverage and self-insured retention or deductible portions, except for workers compensation shall name and endorse the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the ROW user shall be primary insurance, and that any self-insured retention and/or insurance coverage carried by City or its employees shall not contribute to the coverages provided by ROW user. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
4. ~~Coverage term.~~ All insurance required herein shall be maintained in full force and effect while any license, franchise, agreement, permit, approval, or similar permission is in effect and until the ROW User has all removal and restoration obligations hereunder.
5. ~~Primary coverage.~~ ROW user's insurance shall be, or endorsed to be, primary, non-contributory insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
6. ~~Claim reporting.~~ Any failure of the ROW user to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City. ROW user shall promptly furnish City's Risk Management Division with copies of any accident or incident report(s) sent to ROW user's insurance carriers covering accidents/incident occurring in connection with and/or as a result of use of the ROW.

**Exhibit C**  
**Amendments to City Code Section 26-211 for Insurance**

~~7.—*Waiver.* To the fullest extent permitted by law, all policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of ROW user's acts, mistakes, omissions, work or services. ROW user shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.~~

~~8.—*Certificates of insurance.* Prior to the commencement of any work in the ROW, ROW user shall furnish to the City certificates of insurance, and additional insured and waiver of subrogation endorsements as required by this section, issued by ROW user's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this section are in full force and effect and obtain approval of such certificates from the City's Risk Manager, which reasonable approval may not be withheld. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this section. Notwithstanding the foregoing, ROW user may not perform any work until an approved certificate of insurance is provided to the City. Such certificates shall identify the name of the license, franchise, agreement, permit, approval, or similar document authorizing ROW user to remain the ROW and will include the required endorsement(s). If a policy expires during the term of ROW user's occupation of the ROW, a renewal certificate(s) must be sent directly to the City's Risk Management prior to the expiration date.~~

~~a.— Such certificates and all subsequent renewals that are required shall name the City of Lee's Summit as the certificate holder and be sent directly to:~~

	<del>With a copy to:</del>
<del>City of Lee's Summit</del>	<del>City of Lee's Summit</del>
<del>City Attorney's Office</del>	<del>City Engineer</del>
<del>220 SE Green St.</del>	<del>220 SE Green St.</del>
<del>Lee's Summit, MO 64063</del>	<del>Lee's Summit, MO 64063</del>

~~9.—*Copies of policies.* The City shall not be obligated, however, to review same or to advise ROW user of any deficiencies in such policies and endorsements, and such receipt shall not relieve ROW user from, or be deemed a waiver of, the City's right to insist on strict fulfillment of ROW user's obligations under this section.~~

~~10.—*Policy limit escalation.* By written notice to ROW user, City may elect to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that City reasonably determines to affect the reasonable amount of insurance to be provided, but in no instance less than the individual and combined sovereign immunity limits established by RSMo 537.610.~~

~~11.—*Policy deductibles and/or self-insured retentions.* The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. ROW user shall be solely responsible for any such deductible or self-insured retention amount.~~

**Exhibit C**  
**Amendments to City Code Section 26-211 for Insurance**

- ~~12.— *Indemnification and sovereign immunity unaffected.* Nothing contained in this section shall be construed as limiting the extent of ROW user's obligation to indemnify, defend, and hold harmless the City as set forth in the indemnification requirements these Standard Ts and Cs. Nothing containing in these insurance requirements is to be construed to waive the City's sovereign or any other immunity or defense available to the City, its officers, employees, agents, or elected officials.~~
- ~~13.— *Notice of claim; change in coverage.* ROW User shall upon receipt of notice of any claim in connection with this agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. All policies shall contain an endorsement providing that the coverage afforded under such policies shall provide thirty (30) days' prior written notice of cancellation, except for non-payment of premium, will be given to City. ROW user shall be responsible for ensuring that the City is notified within thirty (30) days of the occurrence of any reduction in the insurance coverage amounts, cancellation, or expiration of any of the policies as required by this Standard Ts and Cs that are not replaced.~~
- ~~14.— *Contractor insurance.* ROW user will require any of its contractors to obtain and maintain substantially the same coverage with substantially the same limits as required of ROW user, including the City being an additional insured.~~

## Exhibit D Amendments to Chapter 22.5

The following sections in Chapter 22.5 of the City Code are amended as set forth below, with changes shown in the underline and ~~strikethrough~~ format.

### **Chapter 22.5 - PUBLIC IMPROVEMENTS DESIGN AND CONSTRUCTION**

#### **Sec. 22.5-1. - Design and construction manual—Adoption.**

- A. The Design and Construction Manual, as published by the City of Lee's Summit and amendments thereto approved pursuant to the procedure therein, is hereby adopted to regulate the construction of public infrastructure improvements within the City, including the regulation of blasting, excavation, trenching and backfilling and the design and construction of water lines, sanitary sewers, storm sewers and streets.
- B. Each and all the regulations, provisions, standard details, figures, tables, penalties, conditions and terms of the manual are hereby adopted by reference and made a part of this chapter, as if fully set out in this chapter, with the insertions, deletions and changes, if any, made in accordance with Section 22.5-2.
- C. Three (3) copies of the Design and Construction Manual and any amendments thereto are on file in the office of the City Clerk.
- D. The City of Lee's Summit, Missouri hereby adopts ~~Section 5100 of~~ the Kansas City Metropolitan Chapter of APWA Design Criteria, current edition.

#### **Sec. 22.5-2. - Same—Amendments ~~to Article III, Standard Specifications.~~**

The City Manager can authorize amendments to the Design and Construction Manual ~~to allow for the use of alternate materials, methods, and details other than those specified in the manual, as adopted,~~ by adhering to the following procedure:

- A. The City Manager shall notify the Mayor and Council of the proposed amendments fourteen (14) days prior to the proposed effective date of the amendments.
- B. The Mayor and Council may request a review of the proposed amendments prior to the proposed effective date of the amendments.
- C. If no such review is requested by the Mayor or any member of the Council, such proposed amendments shall go into full force and effect from and after the proposed effective date.