



The City of Lee's Summit

Final Agenda

City Council - Work Session

Tuesday, May 14, 2019

6:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

*****AMENDED*** WORK SESSION NO. 10**

****JOINT MEETING WITH THE PLANNING COMMISSION****

Preliminaries:

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

1. Approval of Agenda

2. Approval of Consent Agenda:

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

- A. [2019-2770](#) Mayor's Appointments:
Housing Authority: Reappoint Dr. Kabat, term to expire 5-4-23.
Jackson County Board of Equalization: Reappoint Doug Bates as the City of Lee's Summit representative, term to expire 5-31-20.
- B. [BILL NO. 19-106](#) An Ordinance accepting final plat entitled "Oakview, Lots 1-5", as a subdivision to the city of Lee's Summit, Missouri.
(Note: First reading by City Council on May 7, 2019. Passed by unanimous vote.)
Presenter: Josh Johnson, AICP, Assistant Director Plan Services
Dan Foster, P.E., applicant
- C. [BILL NO. 19-107](#) An Ordinance approving the award of Bid No. 79801-18C for the Pinetree Village Stormwater Improvements Project to Blue Nile Contractors, Inc. in the amount of \$618,458.36 and authorizing the City Manager to enter into an agreement for the same.
(Note: First reading by City Council on May 7, 2019. Passed by unanimous vote.)
Presenter: George Binger, Deputy Director of Public Works and City Engineer

- D. [BILL NO. 19-108](#) An Ordinance Authorizing Execution Of Two Intergovernmental Agreement By And Between The City Of Lee's Summit, Missouri And The Junior College District Of Metropolitan Kansas City, Missouri Aka Metropolitan Community College (MCC) For Use Of The Precision Driving Course.

(Note: First reading by City Council on May 7, 2019. Passed by unanimous vote.)

Presenter: Travis Forbes, Police Chief

3. Council Roundtable

Council Roundtable is reserved for items of general interest, community announcements and other such information. Council may ask for clarification or give direction about agenda items or discuss items of an emerging nature.

4. Public Comments:

Anyone wishing to address the Mayor and Council during Public Comments will be limited to 3 minutes. Each speaker must fill out a Public Comment Card. The Public Comment Cards are located at the entrance of Council Chambers. After completion, the card is to be given to the City Clerk. Please be concise with comments and respect the 3 minute time limit.

5. Presentations:

- A. [2019-2756](#) Implementation of Items Discussed at the Joint City Council - Planning Commission Meeting from November 20, 2018

Presenter: Ryan Elam, Director of Development Services
Josh Johnson, Assistant Director of Development Services

- B. [2019-2757](#) A discussion on staff's proposal for zoning regulations related to medical marijuana.

Presenter: Josh Johnson, Assistant Director of Development Services

- C. [2019-2761](#) Presentation and discussion of 2019 No Tax Increase Bond Initiatives

Presenter: George Binger, City Engineer
Steve Marsh, Chief Technology Officer
Mark Dunning, Assistant City Manager
David Bushek, Chief Counsel of Economic Development & Planning

- 1.) [BILL NO. 19-110](#) An Ordinance Calling an Election to Authorize the Issuance of General Obligation Bonds for the City of Lee's Summit, Missouri, Related to Public Safety.

Presenter: Mark Dunning, Assistant City Manager
David Bushek, Chief Counsel of Economic Development & Planning
Bette Wordelman, Finance Director

- 2.) [BILL NO. 19-111](#) An Ordinance Calling an Election to Authorize the Issuance of General Obligation Bonds for the City of Lee's Summit, Missouri, Related to Curb Replacements and Improvements.

Presenter: Mark Dunning, Assistant City Manager
David Bushek, Chief Counsel of Economic Development & Planning
Bette Wordelman, Finance Director

6. Resolutions:

- A. [RES. NO. 19-06](#) A Resolution authorizing the Mayor to appoint a successor director to replace Conrad Lamb to the I-470 and View High Community Improvement District.
Presenter: Bette Wordelman, Director of Finance
- B. [RES. NO. 19-07](#) A Resolution authorizing the Mayor to appoint a successor director to replace Conrad Lamb to the Highway 50 & Todd George Community Improvement District.
Presenter: Bette Wordelman, Director of Finance
- C. [RES. NO. 19-08](#) A Resolution authorizing the Mayor to appoint a member to the Board of Directors of the Southwest I-470 Transportation Development District to replace Conrad Lamb.
Presenter: Bette Wordelman, Director of Finance

7. Proposed Ordinances - Second Reading:

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

- A. [BILL NO. 19-109](#) An Ordinance authorizing the award of RFP No. 2019-067 for custodial services for a one-year term with up to four, one-year renewals to H2O Window Cleaning, LLC (Agreement No. 2019-067-1) and Max10, LLC dba Top Brass Building Services (Agreement No. 2019-067-2) and authorizing the City Manager to enter into and execute agreements for the same by and on behalf of the City of Lee's Summit, Missouri.
(Note: First reading by City Council on May 7, 2019.)
Presenter: Nick Edwards, Assistant City Manager

8. Committee Reports

Committee chairs report on matters held in Committee.

9. Council Comments:

(NOTE: Total time for Council Comments will be limited to 5 minutes.)

10. Staff Roundtable

Staff Roundtable is reserved for items of general interest, community announcements and other such information; however, staff may ask for clarification or direction from the council related to items on the agenda or for items of an emergency nature for which insufficient time exists for adding to the agenda.

11. Adjournment

Unless determined otherwise by the Mayor and City Council, no new agenda items shall be considered after 11:00 p.m.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

Packet Information

File #: 2019-2770, **Version:** 1

Mayor's Appointments:

Housing Authority: Reappoint Dr. Kabat, term to expire 5-4-23.

Jackson County Board of Equalization: Reappoint Doug Bates as the City of Lee's Summit representative, term to expire 5-31-20.

Issue/Request:

Due to board expirations Mayor Baird is seeking City Council approval of his reappointments to the Housing Authority and Jackson County Board of Equalization.



LEE'S SUMMIT MISSOURI

Mayor William A. Baird

DATE: May 10, 2019

TO: City Council

FROM: Mayor Bill Baird

RE: Citizen Boards and Commissions Appointments

I am submitting the following appointments for the City Council's approval:

Housing Authority: Reappoint Dr. Syrtiller Kabat, term to expire 5-4-23.

Jackson County Board of Equalization: Reappoint Doug Bates as the City of Lee's Summit representative term to expire 5-31-20.

Packet Information

File #: BILL NO. 19-106, **Version:** 1

An Ordinance accepting final plat entitled "Oakview, Lots 1-5", as a subdivision to the city of Lee's Summit, Missouri.

(Note: First reading by City Council on May 7, 2019. Passed by unanimous vote.)

Proposed City Council Motion:

I move for adoption of an Ordinance accepting final plat entitled "Oakview, Lots 1-5", as a subdivision to the city of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director Plan Services
Dan Foster, P.E., applicant

Committee Recommendation: On the motion of Ms. Dial, seconded by Ms. Arth, the Planning Commission members voted unanimously by voice vote on February 14, 2019, to recommend APPROVAL of Application PL2018-099, Final Plat; Oakview, Lots 1-5, Oakview Capital Partners, LLC, applicant.

BILL NO. 19-106

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "OAKVIEW, LOTS 1-5", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application PL2018-099, submitted by Capital Partners, LLC, requesting approval of the final plat entitled "Oakview, Lots 1-5", was referred to the Planning Commission as required by Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; and,

WHEREAS, the Planning Commission considered the final plat on February 14, 2019, and rendered a report to the City Council recommending that the plat be approved.

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

SECTION 1. That the final plat entitled "Oakview, Lots 1-5" is a subdivision in Section 31, Township 48N, Range 31W, in Lee's Summit, Missouri more particularly described as follows:

A replat of Lot 2, "MINOR PLAT, POLYTAINERS ADDITION LOTS 1 & 2" and part of NE Douglass Street in the Northeast One-Quarter of Section 31, Township 48 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri.

Beginning at the Northwest corner of said Lot 2; thence South 89 degrees 56 minutes 58 seconds East, along the North line of said Lot 2 and its Easterly extension a distance of 412.85 feet; thence South 00 degrees 03 minutes 20 seconds West a distance of 498.21 feet; thence South 09 degrees 15 minutes 24 seconds West a distance of 52.60 feet; thence South 00 degrees 35 minutes 03 seconds East a distance of 218.11 feet to a point of curvature on the East line of said Lot 2; thence Southeasterly along the East line of said Lot 2 on a curve to the right, having an initial tangent bearing of South 09 degrees 36 minutes 50 seconds East, a radius of 811.51 feet, a central angle of 01 degrees 47 minutes 36 seconds and an arc length of 25.40 feet; thence along the Southerly line of said Lot 2 for the following four courses, South 45 degrees 02 minutes 57 seconds West a distance of 73.00 feet; thence North 89 degrees 56 minutes 09 seconds West a distance of 212.15 feet; thence South 00 degrees 03 minutes 51 seconds West a distance of 5.00 feet; thence North 89 degrees 56 minutes 09 seconds West a distance of 48.93 feet to the Southwest Corner of said Lot 2; thence along the West line of said Lot 2 for the remaining three courses North 00 degrees 03 minutes 02 seconds East a distance of 195.93 feet; thence North 41 degrees 23 minutes 39 seconds West a distance of 148.03 feet; thence North 00 degrees 03 minutes 02 seconds East a distance of 543.00 feet to the Point of Beginning, and containing 7.3822 acres, more or less.

SECTION 2. That the proprietor of the above described tract of land ("Proprietor") has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as "Oakview, Lots 1-5".

SECTION 3. That the roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares shall be dedicated as depicted on the plat. The City Council hereby authorizes the Director of Development Services, on behalf of the City of Lee's Summit, Missouri,

BILL NO. 19-106

to accept the land or easements dedicated to the City of Lee's Summit for public use and shown on the accompanying plat, upon the subdivider filing and recording a final plat in accordance with Article 7, Subdivisions, Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; which plat shall conform to the accompanying plat, and hereby authorizes acceptance of the public improvements required by this ordinance and Article 7 of the UDO of the City, upon the Director of Public Works certifying to the Director of Development Services and the City Clerk that the public improvements have been constructed in accordance with City standards and specifications.

SECTION 4. That the approval granted by this ordinance is done under the authority of Section 89.410.2 of the Revised Statutes of Missouri and Section 7.340 of the UDO because all subdivision-related public improvements required by the UDO have not yet been completed. In lieu of the completion and installation of the subdivision-related public improvements prior to the approval of the plat, the Proprietor has, in accordance with Section 7.340 of the UDO, deposited a **Performance Bond** no later than one (1) year from the date of the plat approval to secure the actual construction and installation of said public improvements, and the City hereby accepts same. No building permit shall be issued until the required public improvements are available to each lot for which a building permit is requested in accordance with the Design and Construction Manual.

SECTION 5. That an easement shall be granted to the City of Lee's Summit, Missouri, to locate, construct and maintain or to authorize the location, construction, and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, telephone, cable TV, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as "Utility Easements" (U.E.) or within any street or thoroughfare dedicated to public use on this plat. Grantor, on behalf of himself, his heirs, his assigns and successors in interest, shall waive, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), any right to request restoration of rights previously transferred and vacation of any easement granted by this plat.

SECTION 6. That building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be constructed between this line and the street right-of-way line.

SECTION 7. That individual lot owner(s) shall not change or obstruct the drainage flow lines on the lots.

SECTION 8. That the final plat substantially conforms to the approved preliminary plat and to all applicable requirements of the Code.

SECTION 9. That the City Council for the City of Lee's Summit, Missouri, does hereby approve and accept, as a subdivision to the City of Lee's Summit, Missouri, the final plat entitled "Oakview, Lots 1-5", attached hereto and incorporated herein by reference.

SECTION 10. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

BILL NO. 19-106

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

The City of Lee's Summit
Action Letter
Planning Commission

Thursday, February 14, 2019

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

Call to Order

Roll Call

Present: 7 - Board Member Carla Dial
Board Member Jason Norbury
Board Member Dana Arth
Board Member Don Gustafson
Board Member Jake Loveless
Board Member John Lovell
Board Member Mark Kitchens

Absent: 2 - Board Member Donnie Funk
Board Member Jeff Sims

1 Approval of Agenda

A motion was made by Board Member Gustafson, seconded by Board Member Dial, that this agenda be approved. The motion carried unanimously.

Public Comments

There were no public comments at the meeting.

Approval of Consent Agenda

- A** [2019-2567](#) Minutes of the January 24, 2019, Planning Commission meeting

A motion was made by Board Member Dial, seconded by Board Member Gustafson, that the minutes be approved. The motion carried unanimously.

Public Hearings

- 2** [2019-2570](#) Appl. #PL2018-102 - VACATION OF RIGHT-OF-WAY - a portion of NE Douglas St abutting 1410 NE Douglas St; Oakview Capital Partners, LLC, applicant

Chairperson Norbury opened the hearing at 5:03 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Soto entered Exhibit (A), list of exhibits 1-12 into the record. He displayed an aerial photo

showing the location of the subject property in red. The rest of the zoning map showed the mixed zoning of CP-2 and PI to the east. Zoning to the north was CP-2, and PI to the west. The right-of-way to be vacated was a .38-acre portion of NE Douglas, extending along the length of the property. A preliminary development plan had been approved for the Oakview Storage phase II, located at the 1410 NE Douglas address, which had been approved by the Commission and City Council.. A displayed site plan showed the boundaries of the current right-of-way, which would become part of the property after vacating it shifted the property line a little to the east. The adjacent lots would gain a little additional area, which would accommodate parking lot and building setbacks when they were developed. Mr. Soto that the right-of-way was not necessary as it would not serve any public use. Staff recommended approval of the application.

Following Mr. Soto's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. Seeing none, he then asked if the Commission had questions for the applicant or staff. There were no questions, and Chairperson Norbury closed the public hearing at 5:10 p.m. and asked for discussion among the Commission members, or for a motion.

Mr. Gustafson made a motion to recommend approval of Application PL2018-102, Vacation of Right-Of-Way: a portion of NE Douglas St abutting 1410 NE Douglas St; Oakview Capital Partners, LLC, applicant; subject to staff's letter dated February 8, 2019. Ms. Dial seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

A motion was made by Board Member Gustafson, seconded by Board Member Dial, that this application be recommended for approval to the City Council - Regular Session, due back on 3/5/2019. The motion carried unanimously.

- 3 2019-2573** Appl. #PL2018-121 and Appl. #2018-231 - PRELIMINARY DEVELOPMENT PLAN and SPECIAL USE PERMIT for indoor climate controlled storage facility - Attic Storage of Lee's Summit, 920 NE Deerbrook St.; Strickland Construction Co., applicant

Chairperson Norbury opened the hearing at 5:11 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Stan Hernley stated that he was the project's architect. He added that civil engineer Mr. Kevin Sterritt and Mr. Roger Strickland, representing the applicant, were also present. He stated that the subject property was at the intersection of Deerbrook Street and M-291, directly north of the Genesis Health Club. The site plan showed an undeveloped piece of property with an existing parking lot at the south end. It was built at the same time as the health club, and would be removed. Mr. Henley then displayed the proposed building's footprint, and described it as a three-story self storage facility. Because of the grades on the site, the building's southeast corner would be only two stories.

Access to the site would be via the common drive shared with the health club, whose parking was north of their building. It ran along the east side of the property and accessed it at the southeast corner. The plan showed parking on the south side of the building, with a total of 18 spaces on the site; two more than the UDO required. Customers renting space in the building would have three access points, with a loading/unloading bay in the southeast corner, with an overhead door on the east side. Customers would enter an assigned access code to park inside. The northeast corner had the same access arrangement; and at the southwest corner parking would be outside, with loading and unloading into regular swing doors. All storage units were indoors.

Displaying the landscape plan, Mr. Hernley stated that along the east property line was an

existing landscape buffer between the subject property and some residences to the east. It included vinyl fencing with brick pilasters and had mature evergreen trees. The buffer was being maintained, and could be brought up to City standards. A six-foot privacy fence also ran along the east property line. An existing tree line and an easement ran along the north side, and the tree line would stay in place. Additional new trees and landscaping would be installed along the west side.

Mr. Hernley pointed out the exterior lighting on a displayed photometric plan, commenting that the light was zero footcandles at the property line. He then displayed a south elevation of the facade facing the health club. It illustrated the transition from three to two stories on the property's upward slope. Materials were a combination of masonry and stucco finished panel. The stone masonry and brick were manufactured Canyon Stone products; and the second-story material showed in tan on the elevation was an insulated metal panel with a stucco finish. Mr. Hernley added that they had brought samples for anyone who wanted to see them. An east elevation showed the same configuration, with the loading bay on the north end. Mr. Hernley also showed elevations of the north facade facing the park and west side facing M-291. Another east facade elevation showed the existing fence and landscaping. Much of the landscaping had been installed in 2007 and so was already mature and fairly dense. A view from a little further away showed the sight lines between the building and a nearby residence, with the fence between. Only part of the top of the building would be seen. The next elevation showed the building's southwest corner as seen from M-291.

Mr. Hernley then addressed staff's Recommendation Item 2, which stipulated that "the pilaster located on the northeast corner of the building shall incorporate more architectural detail, adding depth and interest as it wraps around towards the interior of the building." The next rendering showed this added detail. The applicants were complying with Recommendation Item 3's stipulation that the windows on the second and third stories be opaque.

Following Mr. Hernley's presentation, Chairperson Norbury asked for staff comments.

Ms. Thompson entered Exhibit (A), list of exhibits 1-19 into the record. She described the property as a vacant, platted lot approximately 2.54 acres, located east of M-291 and north of Deerbrook Street. The property sloped south to north, with the north end dropping down to a ravine. It was zoned CP-2, with CP-2 zoning to both north and south, CP-2 and CP-1 across M-291, and R-1 (Deerbrook) to the east. The Genesis Health Club was immediately south, with some City owned vacant land to the north. Ms. Thompson displayed photos of some of these surrounding properties. A view north showed the top of the ravine and treed area; south was the fitness club and its parking lot; east showed the fencing, high-impact buffer and location of the subdivision; and west toward M-291.

The building would be a three-story, climate-controlled storage business, approximately 101,400 square feet. It would have 583 individual storage spaces. The elevations showed gray and red-brown color and materials with the look of brownstone and stucco. Ms. Thompson displayed a color elevation of the entire building as viewed looking southeast from M-291, followed by other elevations viewed from the fitness center and the single-family residences.

Ms. Thompson then reviewed staff's analysis of the preliminary development plan. The CP-2 zoning district allowed an indoor climate-controlled storage facility with a Special Use Permit. This use typically generated little traffic, and was at the end of a dead-end street with access from a shared driveway. It was located on M-291 highway, a major corridor with commercial uses. A high impact buffer was already established along the east property line, between the facility and single-family residences, which reduced the impact on the surrounding neighborhood. If the landscaping was lacking anything required by the UDO, it could be added.. This site was not likely to be suitable for retail or restaurant use, given the access. In 2006 plans were drawn up for an office building, but it was never built. The building currently

Planning Commission

Action Letter

February 14, 2019

proposed was designed to have an office appearance, with four-sided architectural and quality materials.

In December 2018, the City Council had approved a UDO amendment allowing this kind of use in the CP-2 and AZ zoning as a special use. Conditions were that all activities be inside the structure, which had to be four-sided architecture. No outside storage was to be allowed, and standards such as building placement, height, size, setbacks, signage and landscaping would be determined by the standards of the Planned Office (PO) zoning district. The applicants were complying with these conditions.

Staff recommended approval of the application with five Recommendation Items. Item would allow a modification to floor/area ratio, with a .92 FAR as opposed to the maximum .55 allowed in CP-2 zoning. Item 2, the northwest corner pilaster would incorporate "more architectural detail, adding depth and interest as it wraps around towards the interior of building". The second and third story glass windows would be opaque (Item 3). In Items 4 and 5 the development would be "in accordance with the preliminary development plan date stamped January 22, 2019" and the SUP would be granted for a 25-year term.

Following Ms. Thompson's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. Seeing none, he then opened the hearing for Commissioners' questions for the applicant or staff.

Referring to the shared drive on the aerial map, Mr. Loveless remarked that it was a fairly common practice to park cars inside shared drives, and in fact the aerial map showed two cars in parked in this one. He wanted to be sure that the drive was wide enough to allow for parked cars. Mr. Kevin Sterritt replied that it was a standard 28-foot width, and was striped and marked for "No Parking" on both sides. At present, people did park further down on the undeveloped property. Mr. Loveless asked how this would be managed, perhaps via a development agreement with the health club. Parking was currently an issue in that lot, and he was concerned about managing traffic for the two businesses. Mr. Park answered that since this was a private drive, the best approach would be to mark it as a fire lane, which would make a no parking rule enforceable. It could be added to the conditions of approval.

Mr. Gustafson asked Ms. Thompson if the applicants had submitted a signage plan. She answered that they had not but they would have to to comply with the standards of the PO zoning district including signage. Mr. Gustafson then asked if signage would be approved with the rezoning and PDP, and Ms. Thompson said that if they were not asking for any modifications they could submit it to staff separately.

Chairperson Norbury remarked that a request for modification to an FAR in applications was becoming quite common. He suggested that this was something to be considered when looking at UDO amendments. He then noted to Mr. Hernley that while there had been no testimony from the public so far, staff had received one letter of opposition from a neighbor who lived within 185 feet. Concerning lighting, he noted that there were two existing fixtures on the north side that would be kept, and the plan showed other fixtures being added. Mr. Hernley confirmed that these were on the side of the building and pointed downward. Chairperson Norbury asked how high they would be, and Ms. Thompson replied since the development was next to residential zoning, the UDO required that the fixtures could be no more than 15 feet. Chairperson Norbury noted that they should be at or below the fence line level. Mr. Hernley added that they intended to include security devices on the lights, such as motion sensors especially on the building's east side.

Chairperson Norbury confirmed with Mr. Hernley that the doors on the east elevation were overhead type, essentially the same design as household garage doors. He then noted that the letter of opposition from a Deerbrook resident had mentioned noise as a potential

complaint, and asked if that could be applied to the overhead doors. Mr. Henley stated that the doors would make about as much noise as a garage door on a residence.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:35 p.m. and asked for discussion among the Commission members, or for a motion.

Mr. Gustafson made a motion to recommend approval of Application PL2018-121 and Application PL2018-231, Preliminary Development Plan and Special Use Permit for indoor climate controlled storage facility: Attic Storage of Lee's Summit, 920 NE Deerbrook St.; Strickland Construction Co., applicant; subject to staff's letter of February 8, 2019, specifically Recommendation Items 1 through 5. Ms. Dial seconded.

Ms. Yendes noted the discussion about adding making the private driveway a fire lane as condition 6. The motion was amended to include the added condition of approval.

Hearing no further discussion, Chairperson Norbury called for a vote.

On the motion of Mr. Gustafson, seconded by Ms. Dial, the Planning Commission members voted unanimously by voice vote to recommend APPROVAL of Application PL2018-121 and Application PL2018-231, Preliminary Development Plan and Special Use Permit for indoor climate controlled storage facility: Attic Storage of Lee's Summit, 920 NE Deerbrook St.; Strickland Construction Co., applicant; subject to staff's letter of February 8, 2019, specifically Recommendation Items 1 through 5, with item 6 added as stated.

- 4 [2019-2572](#) PUBLIC HEARING - Application #PL2018-233 - VACATION OF RIGHT-OF-WAY - a portion of NW Lowenstein Dr., located west of NW Pryor Rd; Drake Development, LLC, applicant

Mr. Lovell stated that he would recuse himself from this hearing, due to his involvement with the project.

Chairperson Norbury opened the hearing at 5:37 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Thompson entered Exhibit (A), list of exhibits 1-12 into the record. She pointed out the location of the street and right-of-way on the displayed map. The vacation would be to accommodate the pending Streets of West Pryor development, which had been approved by the Commission and the City Council. A temporary easement was needed for the existing utilities during relocation. The zoning map showed PMIX to the north and south, including Lowenstein Park, CP-2 with Summit Woods shopping center across Pryor Road to the east, and Lowenstein Park, a single-family subdivision and some AG zoning was to the west. A displayed exhibit showed details of existing Lowenstein Drive and the right-of-way.

Ms. Thompson explained that staff's process for vacating was to send a request to the City's Public Works and Water Utilities department and to the utility companies. For this application AT&T, Spire and KCP&L had all objected and the developer had been working with these entities to expedite moving the existing utilities in the right-of-way. The agreement was that these three entities would each waive their objection upon the establishment of a temporary utility easement. Staff's one Recommendation Item stated that the vacation of right-of-way "shall not take effect until such time as a temporary utility easement covering the existing AT&T, Spire and KCP&L infrastructure is dedicated."

Following staff's presentation, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. Seeing none, he then asked if the Commission had questions for the applicant or staff. As there were no questions, Chairperson Norbury closed the public hearing at 5:40 p.m. and asked for discussion among the

Planning Commission

Action Letter

February 14, 2019

Commission members, or for a motion.

Mr. Gustafson had a question for Ms. Thompson, and Chairperson Norbury re-opened the hearing. Mr. Gustafson asked if staff's letter included the agreement with the utility companies, and Ms. Thompson answered that it did, as Recommendation Item 1, and Chairperson Norbury re-closed the public hearing.

Hearing no further questions, Chairperson Norbury called for a motion.

Mr. Gustafson made a motion to recommend approval of Application #PL2018-233, Vacation Of Right-Of-Way: a portion of NW Lowenstein Dr. located west of NW Pryor Rd.; Drake Development, LLC, applicant; subject to staff's letter of February 8, 2019, specifically Recommendation Item 1. Mr. Loveless seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. Gustafson, seconded by Mr. Loveless, the Planning Commission members voted unanimously by voice vote to recommend APPROVAL of Application #PL2018-233, Vacation Of Right-Of-Way: a portion of NW Lowenstein Dr. located west of NW Pryor Rd.; Drake Development, LLC, applicant; subject to staff's letter of February 8, 2019, specifically Recommendation Item 1.

- 5 [2019-2574](#) Appl. #PL2018-234 - PRELIMINARY DEVELOPMENT PLAN - DTLS Apartments, 114 SE Douglas St; Cityscapes Properties, LLC, applicant

Chairperson Norbury opened the hearing at 5:42 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

(Mr. Lovell returned to the meeting, at 5:42 p.m.)

Mr. Jim Thomas stated that he was a partner with the residential part of Cityscape Properties. He introduced Cityscape associate Mr. Ryan Adams, stating that other staff members were present and could answer questions. Cityscape projects in the Kansas City metro area included Prairiefire, Greenwood Reserve and projects in Quality Hill, Crossroads and the Village At View High just north of New Longview. They specialized in high-end multi-family communities, as well as urban type properties; and had been looking for a long time for a suitable project in Lee's Summit.

Cityscape had recently worked out a purchase agreement for the former building of the Lee's Summit United Methodist Church at 114 Douglas. It would be a market rate luxury multi-family rental community with 276 units and a parking garage. The development was intended to attract empty-nesters, people who worked at home, and others who wanted to live in a walkable urban setting. The applicants had discussed the project with Downtown Main Street and some local business owners. Displaying an aerial view of the plan, Mr. Thomas noted that the Baptist church was to the north, and indicated the area on the plan that the other church owned. Many people had expressed concerns about what would be done with the 1922 chapel that was the oldest section of the church; and that portion would be retained as the leasing office. Mr. Thomas added that due to the grades near the train tracks to the west, pedestrian traffic would best be kept near the Farmer's Market at the east, so this was a good place for the front entrance. Mr. Thomas then displayed a color elevation of the project facing Douglas.

Following Mr. Thomas' presentation, Chairperson Norbury asked for staff's comments.

Mr. McGuire entered Exhibit (A), list of exhibits 1-17 into the record. He related that the applicant proposed to redeveloped the former Lee's Summit United Methodist Church, an

area of 3.734 acres. He noted that the 36-stall parking lot across Douglas was included in the project as well as the 114 SE Douglas address. The original brick church was built in 1922, with several subsequent additions over the decades. The 276 units would consist of 162 one-bedroom apartments, 98 two-bedroom apartments and 16 studio units. The proposed floor/area ratio was 2.03, considerably higher than the maximum 1.0 for the CBD. Impervious coverage was 76.3 percent, a little lower than the maximum 80 percent. Open area was 23.7 percent. The original church building, re-purposed as the leasing office with areas for residents' amenities, would be attached to the new development.

Proposed exterior materials included brick, horizontal fiber cement lap siding, and smooth fiber cement panels. The development would have two open courtyards and an internal courtyard with a pool and entertainment area. The landscape package proposed by the applicant exceeded the UDO minimum and included street trees and shrubs.

Mr. McGuire then addressed the three requested modifications, The first was for the proposed floor area ratio of 2.03, twice the minimum FAR of 1.00. This was a redevelopment of a Downtown block, and the increased FAR was consistent with the Downtown Master Plan's goal of encouraging more multi-story buildings. A high floor area ratio was not uncommon in this older part of town, with multi-story buildings in the CBD typically having a FAR between 1.00 and 2.00.

The second modification would be to parking stall dimensions. The applicant had provided a study done by the National Parking Association, indicating that average car widths had decreased over the past five decades, from 17 feet one inch to six feet two inches. The NPA used an 85 percentile vehicle in the largest-smallest range as an average. The applicant requested that instead of the required nine feet wide and 19 feet deep, they provide 77 stalls eight feet wide and 18 feet deep, and 365 stalls at 8.5 feet wide and 18 feet deep. Staff found this reasonable and supported the request.

The third modification would be to building materials. The requirement was for two-story street facing facades to be brick. The applicants asked for the brick facade to be one story in limited areas, in order to create a more varied facade and avoid large expanses of one material. The brick facade was a full four stories in some places and one story in others. This variety helped reinforce the look of the base, middle and top. Staff supported this request as being reasonable.

In 2017, the City had done a housing study to evaluate market demand in the near future. This study had found demand in Lee's Summit for apartments to be strong. It indicated that by 2027, this would be an additional 2,319 units. The study broke this down into about 1,050-1,400 one-bedroom units, 700-1050 two-bedroom units and 115-230 three-bedroom units. Increasing housing stock and specifically was also a key component identified in the Old Town Master Development Plan of 2004. The plan had recognized a mix of housing stock as supportable in the Downtown area including rental housing with high rents. One of the plan's objectives was also to encourage more density within the Downtown core with a wide range of new housing opportunities. This was expected to generate more active urban center and stimulate demand for more retail goods and services.

Parking would be provided via a combination of structured and surface parking including some on street and parallel parking, and shared parking arrangements. The UDO's Article 8 provided for waiving requirements for additional parking Downtown, if public parking was available within 300 feet of residential use. It had to have enough capacity for the required number of spaces and could not be on the opposite side of the railroad tracks. The most recent Downtown parking study illustrated an excess of about 155 spaces. For the purposes of this application, this was in addition to available spaces in the City Hall parking garage and the public lot used by the Farmers Market. Based on this information, adequate parking existed within the required 300 feet to support the additional demand. Regarding the shared public

Planning Commission

Action Letter

February 14, 2019

parking, Mr. McGuire noted that peak demand for that public parking and peak demand hours for the residential area were opposite of the demand for public parking during the day, as peak residential parking was at night. Staff recommended approval of the preliminary development plan subject to the three requested modifications that staff supported.

Following Mr. McGuire's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application.

Mr. Donnie Rogers, executive director of Downtown Lee's Summit Main Street, gave his business address as 13 SE Third Street. He stated that its board of directors regarded additional housing Downtown as both important and necessary for Downtown's continued economic growth. Both the 2004 Old Town Master Development Plan and the 2015 Master Plan task force had considered additional housing and subsequent increased density Downtown as essential for supporting Downtown's business community. A 2014 study was done for the national Main Street center that focused specifically on the benefit of upper floor housing in downtown environments similar to Lee's Summit's. A resident of a unit that would rent from \$800 to \$1,200 a month would average \$18,000 annually in the community. The study broke this spending down into specific categories, including food eaten away from home, womens' apparel, furniture and drinks. Additionally, downtown residents might often choose to walk short distances, which would generate less traffic. Theoretically the proposed 276 units in this application represented collective buying power of \$5 million. At present, Downtown restaurant and retail sales came to \$42 million annually.

Additionally, Downtown Lee's Summit now had a 'walk score' of 77, meaning that most errands and business here could be done on foot. In contrast, the city of Lee's Summit overall had a walk score of 21, which indicated the opposite. This project was close to enough amenities to attract people who wanted to cut down on everyday automobile use.

Mr. Rogers then thanked the applicant for listening to the community, emphasizing that keeping the original church structure had been important to many people in Lee's Summit. Re-using and re-purposing the site would also be an economic benefit for Downtown. He also was in favor of granting the requested modifications. The mix of materials would help with the visual transition between Downtown's commercial and residential areas.

Chairperson Norbury then asked if the Commission had questions for the applicant or staff.

Mr. Kitchens noted the train tracks nearby, and asked if anyone had factored in noise as a potential issue with some potential tenants, such as retired people. Mr. Thomas referred to Cityscape's most recent project, Crossroads West Side. This was very close to railroad tracks and an overpass that could be seen from I-35. While no developer could promise soundproof dwellings, they were doing some noise abatement including slightly thicker walls on the west and southwest sides, with as few apartments as possible on that side. At present noise had not proven to be a problem at Crossroads.

Ms. Arth asked Mr. Thomas if it was the company's policy to do background checks on applicants. Mr. Thomas acknowledged that this was a 'delicate' area, partly due to provisions of the Fair Housing Act. They did all checks that were allowed under the law. He emphasized that they did not discriminate but did all screening that was legally allowed.

Mr. Loveless asked for some details about rent rates, amenities, and finishes offered to tenants, including . elevators and parking. Mr. Thomas summarized that the units would have upscale elements such as high-end appliances, granite countertops and tile surrounds. The development would have elevators and carpeted hallways. The parking garage would be for residents only. Mr. Thomas recommended revisiting the parking ratio of 1.67 parking spaces per unit, saying that it was antiquated and created unnecessary impervious surface. The plan included enough parking for the residents with some extra parking, such as the Farmers

Market parking lot. Most residents would park in the garage, with a nominal charge included in the rent.

Mr. Loveless noted that about 20 percent of the parking would be off site, and if that would be within 300 feet. Mr. Park stated that the percentage of parking that was from the shared public supply was not required to meet any of their resident parking requirements. He acknowledged that there was a difference between what Lee's Summit's UDO required and necessities that applicants often found in the market. Staff was confident that there was plenty of available vacancy in the public supply to meet the visitor need. Typically those visitors would be as likely to be generally visiting, and so might or might not necessarily be visitors of people living in the apartments.

Referring to the UDO allowing a requirement for additional parking to be waived if public parking was available within 300 feet of residential uses [Article 8], Chairperson Norbury remarked that he did not have a high opinion of this provision. When the Stanley building was renovated, it was 308 feet from a parking garage and they had to get several parking agreements with other Downtown businesses. He asked staff to consider this when the next UDO amendment was being looked at. Chairperson had looked at the landscaping and streetscape plans, and asked if the applicant was familiar with the streetscape improvements done about ten years ago, and if they had thought to reflect that in the plans in the interest of consistency, on Douglas and Second Street. Referring to the some of the brick work on the sidewalk near Douglas and Second, he said that the sidewalks had a 'subdivision' look although they were likely to get more use than sidewalks in a subdivision. He was not sure a full streetscape was warranted, as in this case it would not go anywhere in the sense of not matching up with anything. He did want to see some kind of accent that would be typical of the Downtown setting. Mr. Thomas pointed out that at the front of the original sanctuary, the southern door was actually the operable one. That would provide some means for ADA compliant access. That corner of the old structure might be a good setting.

Chairperson Norbury noted that the CIP recently approved via the bond issue had included some improvements slated for Douglas Street from Second Street to Chipman. He asked Mr. Park if the apartment project would be at the same time and how they would be coordinated. Mr. Park answered that staff was coordinating the proposed development and the Douglas Street improvements. The improvements between Second Street and Chipman were not within the current five-year CIP, though they were funded for the next five-year period. Basically the City was reconstructing the perimeter of this block and everything in its boundaries; but this project for Douglas was not a matter of widening it and adding lanes. The private project complemented what the City was trying to do.

Chairperson Norbury remarked to Mr. Thomas that the proposed lighting package did look like a good fit for what was currently used Downtown.

Mr. Lovell commented that the pool shown on the plans was one of the amenities offered, as was Downtown itself for infill development. He asked what other features would be offered that would be considered amenities. Mr. Thomas remarked that people working from home was becoming more common and many made a good income. The original part had a large domed sanctuary with an upper terrace or balcony level, and this might be used for co-working and fitness areas and even bike storage. Some amenities might be intended for dog owners. Mr. Thomas generally called it a 'hospitality' focus.

Mr. Lovell noted that tenants headed to or from the Downtown commercial area would be crossing Second Street. It would be best to route them through Douglas. He asked if the City had any plans for something like a crosswalk or bridge for pedestrians. Mr. Park replied that both corners of the development were intersections controlled with traffic signals. He added that the City planned to reconstruct the grade at the Main Street intersection, bringing it to street level. That should help with pedestrian access at that corner. As main entrances were

on Douglas it was likely that most pedestrians from the apartments would be crossing there. He added that Douglas and Second had been a busy corner for pedestrians for some time and it had not been a problem. Mr. Lovell asked if staff had studies for pedestrian traffic to go by as well as studies for vehicle traffic, and Mr. Park answered that much of it was on a complaint basis. Staff had not heard complaints about difficulties crossing at the signaled intersections. If they did, they would re-evaluate the timing of the signals to give pedestrians more time to cross.

Regarding the train tracks, Mr. Lovell said he'd heard that if the crossing went the full length, trains would not have to activate their signals going through. Mr. McGuire confirmed that if the crossings were fully controlled, the trains could go through without using horns. Train operators did have the option of using horns whenever they saw fit. Mr. Lovell asked if the City had considered doing this, and Mr. Park answered that this could not be done on an isolated basis. It had to be done at all of the Lee's Summit at-grade crossings, and would cost a couple of million dollars. A less expensive option would be an automated horn device at each crossing; however, this would not prohibit operators using warning horns when going through town. Downtown Main Street had also looked into creating a 'quiet zone' but to date the cost was prohibitive. The crossings included Second, Third and Fourth Streets, Maple to the north and Hamblen to the south.

Mr. Lovell noted the mixture of materials in the facade and asked for some details about how to arrive at standards for design. Mr. McGuire responded that the trick with this kind of development was to complement and work creatively with the existing structure or structures, the church building in this case. Some design elements from the original structure had to be carried over into the new design to preserve the architectural character. When the applicants had resubmitted the design there was more brick and more cobbling at the top. He commented that this particular project had taken two stories of brick, a Downtown characteristic. Mr. Lovell remarked that the City had not been as flexible with other projects as in this case, and he wanted to make sure this was set up for long term. He wanted to see some consistency in terms of how flexible the City was on this site versus other Downtown projects. He asked if staff researched other urban core apartment developments. Mr. McGuire answered that during the review process, he and other staff had multiple discussions both internally and with external partners and business owners Downtown. He added that one of the City's new project managers was an architect, and he had not heard any complaints about this particular project.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 6:25 p.m. and asked for discussion among the Commission members.

Ms. Arth complemented Mr. Thomas on his enthusiasm for this project. Commission members had seen other apartment projects he had done in the metro area. She liked the location with its proximity to the Downtown business area, and liked the preservation of the church building including the varied heights.

Chairperson Norbury said he was pleased with this project and had wanted to see redevelopment there for some time. He appreciated the work the applicant had put in to respond to the public's concern about preserving this historic property. He agreed that it exposed some things concerning ordinances that the City needed to revisit, including parking and floor/area ratio. He would vote in favor of approval for this project.

Hearing no further discussion, Chairperson Norbury called for a motion.

Mr. Gustafson made a motion to recommend approval of Application PL2018-234, Preliminary Development Plan: DTLS Apartments, 114 SE Douglas St.; Cityscape Properties, LLC applicant; subject to staff's letter of February 8, 2019, specifically Recommendation Items 1 through 3.

Planning Commission

Action Letter

February 14, 2019

Ms. Dial seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. Gustafson seconded by Ms. Dial, the Planning Commission members voted unanimously by voice vote to recommend APPROVAL of Application PL2018-234, Preliminary Development Plan: DTLs Apartments, 114 SE Douglas St.; Cityscape Properties, LLC applicant; subject to staff's letter of February 8, 2019, specifically Recommendation Items 1 through 5.

Chairperson Norbury announced a five-minute break at 6:30 p.m. The meeting reconvened at 6:35 p.m.

(Mr. Gustafson left the meeting, at 6:30 p.m.)

Other Agenda Items

- 6 [TMP-1109](#) Appl. #PL2018-099 - FINAL PLAT - Oakview, Lots 1-5; Oakview Capital Partners, LLC, applicant

Mr. Soto stated that normally this and the next final plat application would be on the consent agenda. In this case, two vacation of right-of-way items were associated with them, they were on 'other agenda items' for the sake of consistency. This application was to approve the plat of the five Oakview lots for future industrial and commercial development. They were 7.5 acres located at the northwest corner of Douglas and Victoria. Staff recommended approval of the final plat.

Chairperson Norbury asked for any questions or comments. Hearing none, he called for a motion.

Ms. Dial made a motion to recommend approval of Application PL2018-099, Final Plat: Oakview, Lots 1-5, Oakview Capital Partners, LLC, applicant. Ms. Arth seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Ms. Dial, seconded by Ms. Arth, the Planning Commission members voted unanimously by voice vote to Recommend APPROVAL of Application PL2018-099, Final Plat: Oakview, Lots 1-5, Oakview Capital Partners, LLC, applicant.

- 7 [TMP-1131](#) An Ordinance accepting final plat entitled "Streets of West Pryor Lots 1 thru 14, Tracts A, B, C, & D", as a subdivision to the City of Lee's Summit, Missouri.

Mr. Soto stated that this final plat application was for the northwest corner of Pryor and Chipman. It consisted of 14 lots and four tracts. Staff recommended approval of the applicant.

Mr. Lovell announced that he would have to abstain from voting on this application.

Chairperson Norbury asked if there any questions or discussion. Hearing none, he called for a motion.

Ms. Dial made a motion to recommend approval of Application PL2018-232, Final Plat: Streets of West Pryor, Lots 1-14, Tracts A, B, C and D; Drake Development LLC, applicant. Ms. Arth seconded.

Planning Commission

Action Letter

February 14, 2019

Chairperson Norbury asked if there was any discussion of the motion. Ms. Yendes pointed out that while the motions indicated approval and not recommending approval, an ordinance would be read at the City Council..

Hearing no further discussion, Chairperson Norbury called for a vote.

On the motion of Ms. Dial, seconded by Ms. Arth, the Planning Commission members voted by voice vote (Mr. Lovell abstaining) to Recommend APPROVAL of Application PL2018-232, Final Plat: Streets of West Pryor, Lots 1-14, Tracts A, B, C and D; Drake Development LLC, applicant.

Roundtable

Chairperson Norbury reported that he had met with the Mayor and some of the Planning and other City staff regarding the comments and recommendations from the joint meeting with the City Council last November. Some changes to procedures were in the works.

Mr. Elam announced that "Lee's Summit Ignite", the citizens' strategic planning project, had started and some information was on the social media the City was using as well as its website. The first phase involved a lot of community feedback. Initial involvement opportunities would be February 27 from 11:00 a.m. to 1:00 p.m. at the John Knox Village Pavilion and February 28 at the Lee's Summit High School cafeteria from 6:30 to 8:30 p.m. People could also participate online at lignite.net.

Adjournment

There being no further business, Chairperson Norbury adjourned the meeting at 6:45 p.m.

For your convenience, Planning Commission agendas, as well as videos of Planning Commission meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

City of Lee's Summit

Development Services Department

February 8, 2019

TO: Planning Commission
PREPARED BY: Hector Soto, Jr., AICP, Current Planning Manager
CHECKED BY: Kent D. Monter, PE, Development Engineering Manager
RE: **Appl. #PL2018-099 – FINAL PLAT – Oakview, Lots 1-5; Oakview Capital Partners, LLC, applicant**

Commentary

The applicant proposes to re-plat an existing 7.4-acre lot into five (5) lots for an industrial and commercial development. The proposed final plat is consistent with the approved preliminary development plan.

Subdivision-Related Public Improvements

In accordance with UDO Section 7.340, prior to an ordinance being placed on a City Council agenda for the approval of a final plat, all subdivision-related public improvements shall be constructed and a Certificate of Final Acceptance shall be issued. In lieu of completion of the public improvements and the issuance of a certificate, financial security (an escrow secured with cash, an irrevocable letter of credit, or a surety bond) may be provided to the City to secure the completion of all public improvements.

A Certificate of Final Acceptance has not been issued for the subdivision-related public infrastructure, nor has any form of financial security been received to secure the completion of the public improvements. This application will be placed on hold following Planning Commission action until the infrastructure requirements are met.

Recommendation

Staff recommends **APPROVAL** of the final plat.

Zoning and Land Use Information

Location: 1410 NE Douglas Street (Lot 2, *Polytainers Addition, Lots 1 & 2*)

Zoning: PI (Planned Industrial District) and CP-2 (Planned Community Commercial)

Surrounding zoning and use:

North: CP-2—Saint Luke's East Hospital

South (across NE Victoria Drive): PI—office, warehousing/storage, manufacturing

East (across NE Douglas Street): CP-2—theater and retail

West: PI—office/warehouse, manufacturing

Project Information

Current Use: vacant ground

Proposed Use: industrial and commercial development

Land Area: 7.4 acres

Number of Lots: 5

Process

Procedure: The Planning Commission makes a recommendation to the City Council on the final plat within thirty (30) days after the application is submitted to the Planning Commission. The City Council takes final action on the final plat in the form of an ordinance.

Duration of Validity: Final plat approval shall become null and void if the plat is not recorded within one (1) year from the date of City Council approval.

The Director may administratively grant a one (1) year extension, provided no changes have been made to any City ordinance, regulation or approved engineering plans that would require a change in the final plat.

The City Council may grant one additional one (1) year extension, provided that additional engineering plans may be required by the City Engineer to comply with current City ordinances and regulations.

Unified Development Ordinance

Applicable Section(s)	Description
4.190, 4.220	CP-2 (Planned Community Commercial) and PI (Planned Industrial)
7.140, 7.150	Final Plats

Background

- September 16, 1959 – The Polytainers property and surrounding was annexed into the City of Lee's Summit.
- March 27, 1962 – The City adopted Zoning Ordinance #715. The subject property was identified as R-1 (Single-Family Residential) under this zoning ordinance.
- October 21, 1980 – The City Council approved a rezoning (Appl. #1980-014) from R-1 to M-2 (Heavy Industrial) by Ord. #2151.
- March 22, 1989 – The minor plat (Appl. #1989-136) of *Lee's Summit North Industrial Park, First Plat* was recorded at the Jackson County Recorder of Deeds Office by Instrument #1989I0902903.
- March 12, 1990 – The Planning Commission approved the preliminary plat (Appl. #1990-134) of *Lee's Summit North Industrial Park, Lots 1-12*.
- November 1, 2001 – The Unified Development Ordinance (UDO) became effective and changed District M-1 (Light Industrial) to District PI (Planned Industrial).
- March 21, 2016 – The minor plat (Appl. #PL2016-002) of *Polytainers Addition, Lots 1 & 2* was recorded at the Jackson County Recorder of Deeds Office by Instrument #2016E0023636.
- December 14, 2017 – The City Council approved a special use permit (Appl. #PL2017-205) for an indoor storage facility located at 1410 NE Douglas St., for a time period of 25 years, by Ord. #8301. No preliminary development plan was required because the storage facility is located on PI zoned property, the applicant agreed to meet all ordinance requirements and no modifications were requested.

- June 28, 2018 – The City Council approved a rezoning for 3.3 acres of the subject property from PI to CP-2 and also approved a preliminary development plan for the future development of the subject property by Ordinance No. 8403.

Code and Ordinance Requirements to be met Following Approval

The items in the box below are specific to this subdivision and must be satisfactorily addressed in order to bring this plat into compliance with the Codes and Ordinances of the City.

Engineering

1. Revise the sidewalk location to match revisions to public infrastructure plans.
2. All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final plat and approved prior to the approval of the final plat. All public infrastructure must be substantially complete, prior to the issuance of any building permits.
3. A Master Drainage Plan (MDP) shall be submitted and approved in accordance with the City's Design and Construction Manual for all areas of the development, including all surrounding impacted areas, along with the engineering plans for the development. The MDP shall address drainage level of service issues on an individual lot basis.
4. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the associated engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance permit).
5. All subdivision-related public improvements must have a Certificate of Final Acceptance prior to approval of the final plat, unless security is provided in the manner set forth in the City's Unified Development Ordinance (UDO) Section 16.340. If security is provided, building permits may be issued upon issuance of a Certificate of Substantial Completion of the public infrastructure as outlined in Section 1000 of the City's Design and Construction Manual.
6. The As-graded Master Drainage Plan shall be submitted to and accepted by the City prior to the issuance of a Certificate of Substantial Completion and prior to the issuance of any building permits for the development.
7. A Land Disturbance Permit shall be obtained from the City if ground breaking will take place prior to the issuance of an infrastructure permit, building permit, or prior to the approval of the Final Development Plan / Engineering Plans.

Planning

8. Each lot shall be labeled with its respective address.
9. The final plat shall not be recorded by the developer until the Director of Development Services and the City Attorney have reviewed and approved the Easements, Covenants and Restrictions Agreement referenced on the plat related to the perpetual maintenance of the shared private drives contained within the subject development. In addition, the approved Easements, Covenants and Restrictions Agreement shall be recorded at the time of the recording of the final plat.
10. Off-premise signs are prohibited under the UDO. The existing Polyainers shall be removed from the subject property. All signage on the property shall be in compliance with the sign regulations of the UDO.
11. A final plat shall be approved and recorded prior to any building permits being issued.

GIS

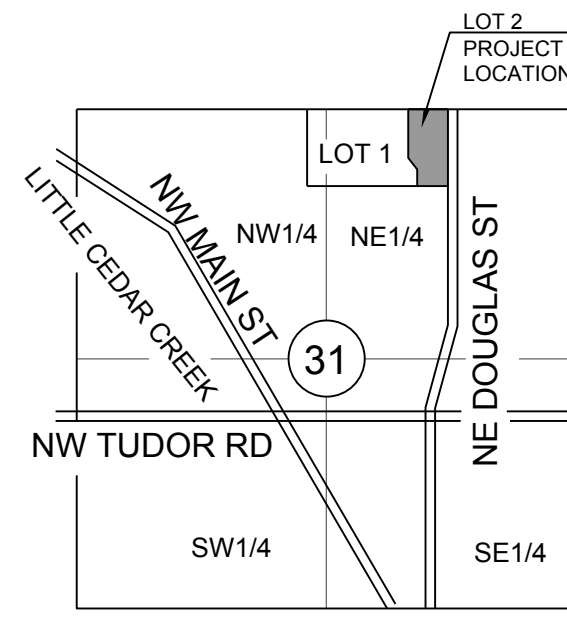
12. Radius and length shall be listed on both curves on the driveway off NE Douglas St.
13. The vacation of right-of-way document number shall be listed on the plat if it is available at the time the plat is recorded.

Attachments:

1. Final Plat, date stamped November 27, 2018 – 1 page
2. Location Map

FINAL PLAT OF OAKVIEW - LOTS 1-5

A REPLAT OF LOT 2, "MINOR PLAT, POLYTAINERS ADDITION, LOTS 1 AND 2" AND PART OF NE DOUGLASS STREET ALL IN THE NE 1/4 OF SEC. 31-48-31 IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

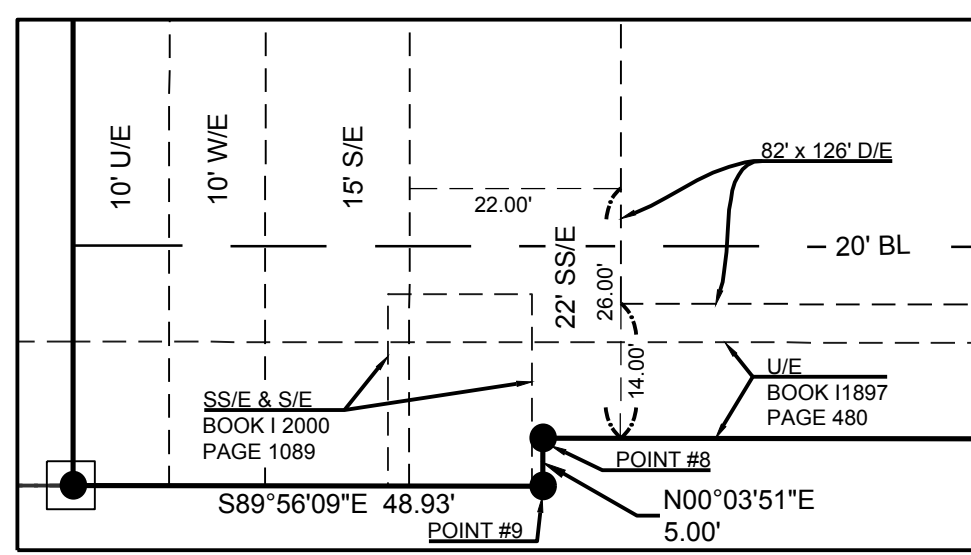


SECTION 31-48-31
LOCATION MAP
SCALE 1" = 2000'

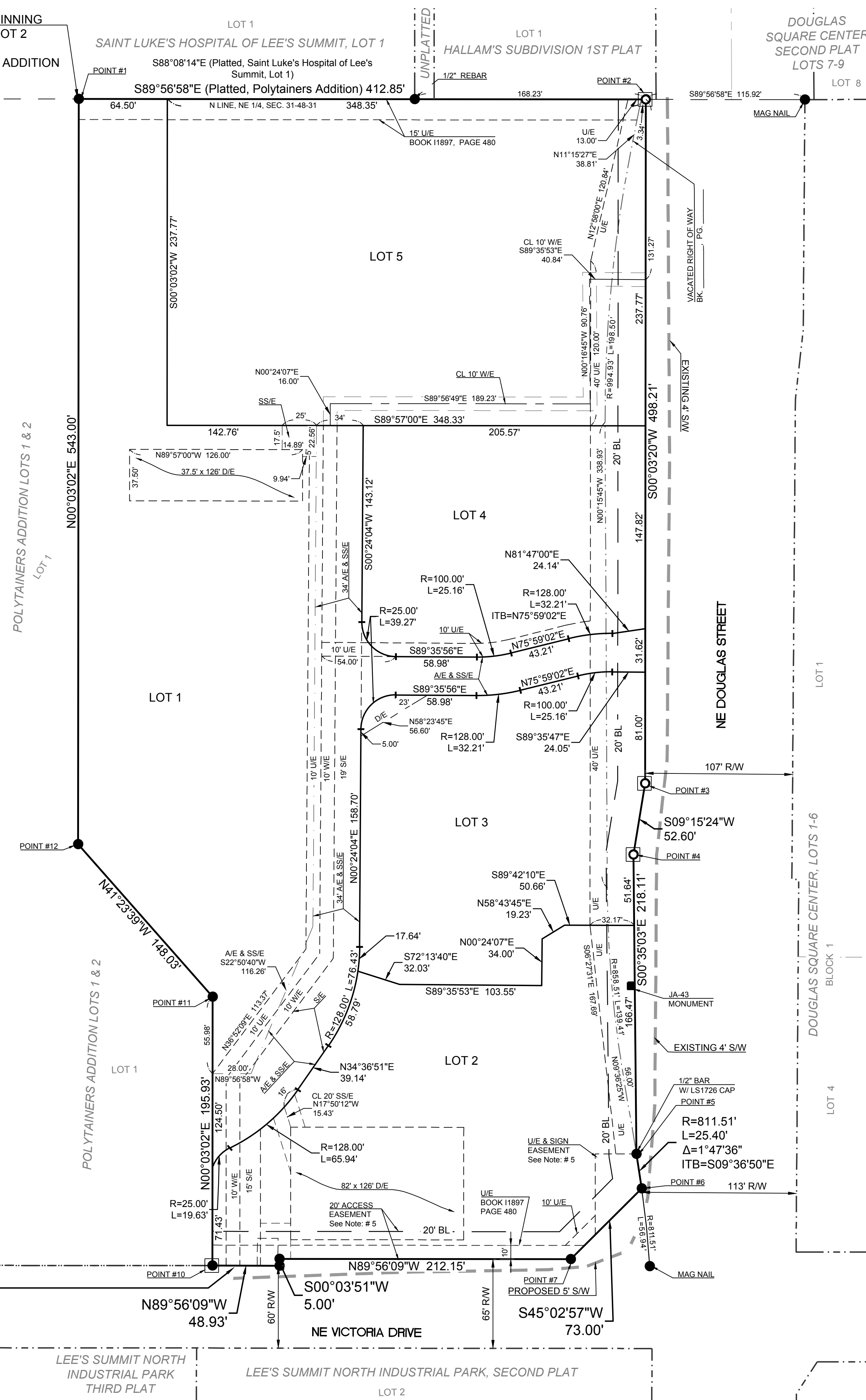
MISSOURI STATE PLANE COORDINATES OF 1983 MISSOURI WEST ZONE, 2003 ADJUSTMENT
REFERENCE MONUMENT: JA-43
GRID FACTOR 0.9998981
COORDINATES LISTED IN U.S. FEET
NORTHING EASTING
JA-49 1008949.1270 2823205.6164

Point #	Northing	Eastng
1	1009607.92	2822824.57
2	1009594.01	2823237.19
3	1009096.08	2823220.36
4	1009044.48	2823210.20
5	1008826.42	2823205.27
6	1008801.20	2823208.29
7	1008751.34	2823154.97
8	1008758.54	2822942.94
9	1008753.55	2822942.77
10	1008755.21	2822893.87
11	1008951.03	2822900.47
12	1009065.23	2822806.28

- LEGEND:**
- BL - BUILDING LINE
 - R/W - RIGHT-OF-WAY
 - EXISTING LOT AND PROPERTY LINES
 - EXISTING PLAT AND R/W LINES
 - A/E - ACCESS EASEMENT
 - D/E - DETENTION EASEMENT
 - S/E - SANITARY SEWER EASEMENT
 - SS/E - STORM SEWER EASEMENT
 - U/E - UTILITY EASEMENT
 - W/E - WATERLINE EASEMENT
 - FOUND MONUMENT AS NOTED
 - FOUND 1/2" REBAR W/ BARTLETT WEST CAP UNLESS OTHERWISE NOTED
 - SET 1/2" REBAR W/LS-8859-F CAP UNLESS OTHERWISE NOTED
- PERMANENT MONUMENTS**
- SET 2" ALUMINUM CAP W/ MO LS20022008859 IN 4" MIN. DIAMETER CONCRETE
 - SET 2" ALUMINUM CAP W/ MO LS20022008859 AND 4" DIAMETER CONCRETE ON FOUND 5/8 BAR.



DETAILED AREA:
SCALE: 1" = 20'



LOT #	AREA (SF)	ACRES
1	109,252.56	2.508
2	55,341.55	1.270
3	40,893.46	0.939
4	33,256.74	0.763
5	82,823.45	1.901

LEGAL DESCRIPTION:
A replat of Lot 2, "MINOR PLAT, POLYTAINERS ADDITION LOTS 1 & 2" and part of NE Douglas Street in the Northeast One-Quarter of Section 31, Township 48 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri.

Beginning at the Northwest corner of said Lot 2; thence South 89 degrees 56 minutes 58 seconds East, along the North line of said Lot 2 and its Easterly extension a distance of 412.85 feet; thence South 00 degrees 03 minutes 20 seconds West a distance of 498.21 feet; thence South 09 degrees 15 minutes 24 seconds West a distance of 52.60 feet; thence South 00 degrees 35 minutes 03 seconds East a distance of 218.11 feet to a point of curvature on the East line of said Lot 2; thence Southeasterly along the East line of said Lot 2 on a curve to the right, having an initial tangent bearing of South 09 degrees 36 minutes 50 seconds East, a radius of 811.51 feet, a central angle of 01 degrees 47 minutes 36 seconds and an arc length of 25.40 feet; thence along the Southerly line of said Lot 2 for the following four courses, South 45 degrees 02 minutes 57 seconds West a distance of 73.00 feet; thence North 89 degrees 56 minutes 09 seconds West a distance of 212.15 feet; thence South 00 degrees 03 minutes 51 seconds West a distance of 5.00 feet; thence North 89 degrees 56 minutes 09 seconds West a distance of 48.93 feet to the Southwest Corner of said Lot 2; thence along the West line of said Lot 2 for the remaining three courses North 00 degrees 03 minutes 02 seconds East a distance of 195.93 feet; thence North 41 degrees 23 minutes 39 seconds West a distance of 148.03 feet; thence North 00 degrees 03 minutes 02 seconds East a distance of 543.00 feet to the Point of Beginning, and containing 7.3822 acres, more or less.

DEDICATIONS:
The undersigned proprietor of the described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "OAKVIEW - LOTS 1-5".
STREETS: Roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

EASEMENTS: An easement or license is hereby granted to the City of Lee's Summit, Missouri to locate, construct and maintain, or to authorize the location, construction and maintenance of sidewalks, poles, wires, anchors, conduits and or structures for, pedestrian access, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, telephone, cable television, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as "UTILITY EASEMENT" or "U/E" or within any street or thoroughfare dedicated to public use on this plat.

An easement or license is hereby granted to the City of Lee's Summit, Missouri to locate, construct and maintain, or to authorize the location, construction and maintenance of water pipes or structures, upon, over, or under those areas outlined or designated upon this plat as "Sanitary Easement" or "S/E".

A private easement or license is hereby granted to all lots within this subdivision and to all future lots within this subdivision to locate, construct and maintain, or to authorize the location, construction and maintenance of water pipes or structures, upon, over, or under those areas outlined or designated upon this plat as "Water EASEMENT" or "W/E".

A private easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of pipes, inlets, manholes, surface drainage facilities, underground detention and other similar facilities, upon, over and under those areas outlined and designated on this plat as "Detention Easement" or "D/E", is hereby granted to all lots within this subdivision and to all future lots within this subdivision.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, pipes, inlets, manholes, and other similar facilities, upon, over and under those areas outlined and designated on this plat as "Storm Sewer Easement" or "SS/E", is hereby granted to the City of Lee's Summit, Missouri.

A perpetual easement of access upon, over and under those areas outlined and designated on this plat as "Private Access Easement" or "A/E" is hereby granted to all lots within this subdivision and to all future lots within this subdivision to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of private streets and similar facilities. Said areas are also reserved for the ingress and access of all owners within this plat, and the owners of future lots within this subdivision and their occupants, guests, and invitees. The private streets within the "A/E" shall be maintained as set forth in the Easements, Covenants and Restrictions Agreement (the "ECR") recorded in Book _____, Page _____ of the Jackson County, Missouri records. If the ECR is not in place or disbanded, then maintenance shall be the responsibility of the owner of the lot.

Grantors, on behalf of themselves, their heirs, their assigns and successors in interest, hereby waives, to the fullest extent allowed by law, including, without limitation, Section 527.188 RSMo, (2006) any right to request restoration of rights previously transferred and vacation of the easements herein granted.

- SURVEYORS NOTES:**
- The bases of bearing (S89°56'58"E) based on the North line of the NE 1/4, Sec. 31-48N-31W as shown on the final plat of LEE'S SUMMIT NORTH INDUSTRIAL PARK, FIRST PLAT, LOT 1 and "POLYTAINERS ADDITION LOTS 1 & 2". The coordinates shown are Missouri West State Plane Values derived from Monument JA-43 and do not reflect the bearings and distances shown on the face of this plat.
 - Monumentation will be set upon completion of the construction activities within this plat or within 12 months following the recording of this plat, whichever is earlier. Four permanent monuments will be set as shown, 1/2" rebar with caps will be set as shown and at all lot corners.
 - FLOOD NOTE: This Property does not lie within a Flood Zone as shown on the Flood Insurance Rate Map 29095C0409G, Dated 1/20/2017.
 - OIL AND GAS WELL NOTE: There was no Oil or Gas Wells located on property per Missouri Department of Natural Resources Oil and Gas Permits website.
 - Sign Easement and Access Easement by 1400 Douglas Corporation recorded in Document No. 2016E0024979.

RESTRICTIONS:
The use of all tracts, lots, units and properties in this subdivision shall hereafter be subject to the covenants and restrictions, which instruments are to be recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, as provided above, and which shall hereby become a part of the dedication of this plat as though set forth herein.

Building Lines (BL) or setback lines are hereby established as shown on the accompanying plat and NO building or portion thereof shall be constructed between this line and the property line.

Water pipes and structures located within the private water easements shown on this plat shall be maintained by the owners of the lots within this subdivision in accordance with the standards set forth in the Covenants, Conditions, and Restrictions. Refer to the Covenants, Conditions and Restrictions associated with this development for requirements.

Storm water detention structures shall be maintained by the owners of the lots within this subdivision in accordance with the standards set forth in the Covenants, Conditions, and Restrictions. Refer to the Covenants, Conditions and Restrictions associated with this development for requirements.

Individual lot owner's shall not change or obstruct the drainage flow lines on the lots for "OAKVIEW - LOTS 1-5", unless specific application is made and approved by the city engineer.

EXECUTION:
IN TESTIMONY WHEREOF, _____ of, OAK VIEW LEES SUMMIT LLC has caused this instrument to be executed, this _____ day of _____, 20____.
OAK VIEW LEES SUMMIT LLC

By: _____

ACKNOWLEDGMENT:
STATE OF _____)
COUNTY OF _____)ss.

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came _____ of, OAK VIEW LEES SUMMIT LLC who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such duly acknowledged the execution of the same to be the act and deed of same.

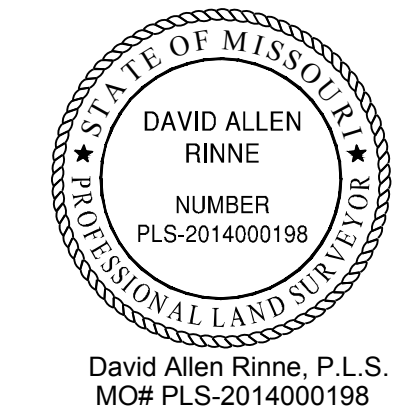
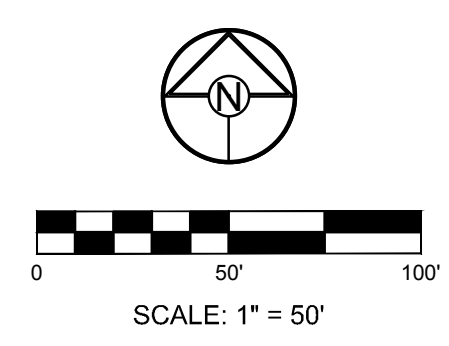
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public _____
Print Name _____
My Commission Expires: _____

This is to certify that the within plat of "OAKVIEW - LOTS 1-5" was submitted to and duly approved by the Mayor and City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 20____ by Ordinance No. _____.

William A. Baird, - Mayor Date _____ Trisha Fowler Arcuri - City Clerk Date _____
Dana Arth - Planning Commission Sec. Date _____ George M. Binger, III, P.E. - City Engineer Date _____
Robert G. McKay, AICP - Director of Planning and Special Projects Jackson County Assessor/GIS Dept. Date _____

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED ON 07-05-2018 AND THAT SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. THE DETAILS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



David Allen Rinne, P.L.S.
MO# PLS-2014000198

SCHLAGEL & ASSOCIATES, P.A.
Engineers • Planners • Surveyors • Landscape Architects
14920 West 107th Street • Lenexa, Kansas 66215
(913) 492-5158 • Fax: (913) 492-8400

DATE	11-20-2018	FINAL PLAT
DRAWN BY	JWT	OAKVIEW-LEE'S SUMMIT, REPLAT
CHECKED BY	AR	POLYTAINERS ADD., LOTS 1&2
PROJ. NO.	17-135	SHEET NO. 1 OF 1

I:\PROJECTS\2017\17-135\2.0 Survey\3.0 Final\17-135F.dwg, 11/26/2018 1:24:41 PM, 1:1

Appl. #PL2018-099 FINAL PLAT
Oakview, Lots 1-5
Oakview Capital Partners, LLC, applicant





SCHLAGEL ASSOCIATES, P.A.

Engineers, Planners, Surveyors, Landscape Architects

OAKVIEW STORAGE - LEE'S SUMMIT, MISSOURI

ENGINEER'S OPINION OF PROBABLE COST

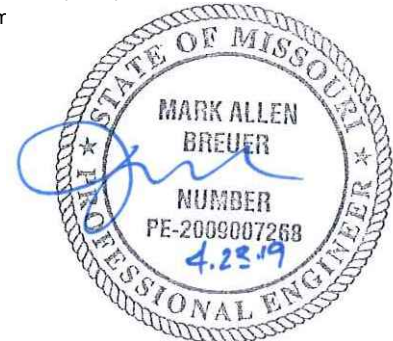
Revised 4/25/2019

PUBLIC TURN LANE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	12" Asphalt Pavement	202.0	SY	52.00	\$10,504.00
2	8" Concrete Driveway	1,120.0	SF	7.50	\$8,400.00
3	Sub Grade Stabilization	300.0	SY	2.00	\$600.00
4	Type CG-1 Curb & Gutter	253.0	LF	15.00	\$3,795.00
5	Type CG-1 Dry Curb & Gutter	40.0	LF	15.00	\$600.00
6	Type A Sidewalk Ramp	1.0	EA	1,000.00	\$1,000.00
7	Type B Sidewalk Ramp	1.0	EA	1,000.00	\$1,000.00
8	5' Concrete Walk	237.0	LF	25.00	\$5,925.00
9	Traffic Control	1.0	LS	5,000.00	\$5,000.00
10	Stiping	1.0	LS	2,000.00	\$2,000.00
11	6 ft. Concrete Walk @ Victoria Drive	285.0	LF	30.00	\$8,550.00
12	Reconstruct H.C. Ramp @ Victoria Dr	1.0	EA	1,500.00	\$1,500.00
13	Regrade/Restoration of Public ROW	1.0	LS	15,000.00	\$15,000.00
				SUBTOTAL	\$63,874.00

Disclaimers:

- 1 Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s) methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the Engineer's Opinion of Probable Cost and schedule prepared by Engineer.
- 2 The Engineer's Opinion of Probable Cost is based upon reasonable assumptions from a conceptual plan.
- 3 The format of this document may not be the same as the final format used to obtain corr
- 4 Any use of this document other than for preliminary cost analysis is not recommended.



14920 W. 107th STREET, LENEXA, KANSAS 66215
Phone (913) 492-5158 or FAX (913) 492-8400

Packet Information

File #: BILL NO. 19-107, **Version:** 2

An Ordinance approving the award of Bid No. 79801-18C for the Pinetree Village Stormwater Improvements Project to Blue Nile Contractors, Inc. in the amount of \$618,458.36 and authorizing the City Manager to enter into an agreement for the same.

(Note: First reading by City Council on May 7, 2019. Passed by unanimous vote.)

Issue/Request:

An Ordinance approving the award of Bid No. 79801-18C for the Pinetree Village Stormwater Improvements Project to Blue Nile Contractors, Inc. in the amount of \$618,458.36, and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- The project is funded by the Stormwater Bond Issue fund approved by voters in 2007 and a partnership with the Pinetree Village Home Owners Association.
- The project will mitigate structural flooding of residential structures.
- The project was designed by partnership between the Public Works Department in-house design staff and Engineering Solutions, which was the firm retained by the HOA.
- Blue Nile Contractors, Inc. was the lowest and best responsive bidder.

Proposed City Council Motion:

I move for adoption of an Ordinance approving the award of Bid No. 79801-18C for the Pinetree Village Stormwater Improvements Project to Blue Nile Contractors, Inc. in the amount of \$618,458.36, and authorizing the City Manager to enter into an agreement for the same.

Background:

The work for the project includes two separate systems with the following approximate quantities: 2,400 feet of storm sewer pipe, 7 curb inlets, 9 area inlets, 3 junction boxes and 3 flared end sections. In addition to the stormwater improvements, the project will include minor water main relocation, needed valves, fittings, service connections, connections to existing water mains, surface restoration including all materials, labor, equipment, testing, supervision, possible sanitary sewer later repair, and any and all other items necessary to complete the work.

In November 2007, the Citizens of Lee's Summit passed a Stormwater Bond in an effort to alleviate structural flooding. The Bond money was to be spent on various stormwater improvement projects located around the City. Many of the projects identified in 2007 had been completed by 2013.

The Pinetree Village area near SW Pinetree Land and Mission Road was included as part of the project after the HOA approached the City with a proposal to participate in the funding. The original project was to construct improvements along Mission. The HOA passed two special assessments against each of its fifty-six members to pay for the engineering designs and infrastructure improvements within the subdivision. In addition to the stormwater improvements, the project will include minor water main relocation, needed valves, fittings, service connections, connections to existing water mains, surface restoration including all materials, labor, equipment, testing, supervision, possible sanitary sewer later repair, and any and all other items necessary to complete the work.

The primary reason for this project is to reduce flooding of homes in the area.

Impact/Analysis:

This is the City's standard agreement between the City and a contractor with regard to construction services. This agreement will allow Blue Nile Contractors, Inc. to provide construction services to the City.

Timeline:

Start: June 2019

Finish: October 2019

Other Information/Unique Characteristics:

Project No. 79801-18C was publicly advertised on March 26, 2019. The invitation to bid was advertised using the City's web site and www.PublicPurchase.com to notify potential contractors. 7 potential contractors viewed the invitation and 7 contractors submitted bids by the April 19, 2019 closing date. Bidding closed at 2:00 p.m. local time on April 19, 2019. All bids duly received were opened publicly and read aloud in City Hall in the Howard A Conference Room. Based on qualifications and a low bid of \$618,458.36, Blue Nile Contractors, Inc. was awarded the contract.

George Binger, Deputy Director of Public Works and City Engineer

Recommendation: Staff recommends approval of an Ordinance approving the award of Bid No. 79801-18C for the Pinetree Village Stormwater Improvements Project to Blue Nile Contractors, Inc. and authorizing the City Manager to enter into an agreement for the same in the amount of (\$618,458.36).

BILL NO. 19-107

AN ORDINANCE APPROVING THE AWARD OF BID NO. 79801-18C AND AGREEMENT FOR THE PINETREE VILLAGE STORMWATER IMPROVEMENTS PROJECT TO BLUE NILE CONTRACTORS, INC. IN THE AMOUNT OF \$618,458.36 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the Pinetree Village Stormwater Improvements arose from direction by the City Council to Public Works staff to use funds from the savings in the 2007 Stormwater Bond; and,

WHEREAS, the project was designed by Engineering Solutions and the Public Works Department using on-call land surveyors; and,

WHEREAS, the work for the project includes two separate systems with the following approximate quantities: 2,400 feet of storm sewer pipe, 7 curb inlets, 9 area inlets, 3 junction boxes and 3 flared end sections. In addition to the stormwater improvements, the project will include minor water main relocation, needed valves, fittings, service connections, connections to existing water mains, surface restoration including all materials, labor, equipment, testing, supervision, possible sanitary sewer later repair, and any and all other items necessary to complete the work; and,

WHEREAS, Blue Nile Contractors, Inc. was the lowest and best responsive and responsible bidder

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

SECTION 1. That award of bid no. 79801-18C and Agreement by and between the City of Lee's Summit, Missouri and Blue Nile Contractors, Inc., generally for purpose of constructing the Pinetree Village Stormwater Improvements, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

BILL NO. 19-107

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning Office of City Attorney
Nancy K. Yendes

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The improvement of the stormwater system along SW Pinetree Lane, across the Pinetree Village HOA property to SW Mission Road, then south on SW Mission Road to its end south of SW Pinetree Lane, then west along the northern property line of Pinetree Plaza to the east right-of-way line of SW Madison Street then south to a triangular open drainage basin north of SW Blue Parkway and west of Pinetree Plaza. This includes two separate systems with the following approximate quantities: 2400 feet of storm sewer pipe, 7 curb inlets, 9 field inlets, 3 junction boxes and 3 flared end sections. In addition to the stormwater improvements, the project will include minor water main relocation, needed valves, fitting, service connections, connections to existing water mains, surface restoration including all materials, labor, equipment, testing, supervision, possible sanitary sewer lateral repair, and any and all other items necessary to complete the work.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Bid No. 79801-18C Pinetree Village Stormwater Improvements

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the City of Lee's Summit Public Works Department and Engineering Solutions, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1		
2	Demolition and Removal	LS	1		
3	Clearing and Grubbing	LS	1		
4	Traffic Control (Lump Sum)	LS	1		
5	Waste (Haul Off)	CY	1629		
6	Pavement Patch or Repair	SY	112		
7	Pavement, 6" KCMMB 4K Concrete	SY	60		
8	Aggregate, 4" Base MoDOT Type 5 (Pavement)	SY	75		

9	Aggregate, 4" Base MoDOT Type 5 (Driveways)	SY	25		
10	Driveways, 6" KCM MB 4K Concrete	SY	25		
11	Curb & Gutter, KCM MB Type CG-2 (Replacement)	LF	615		
12	Sidewalk, 4" KCM MB 4K Concrete	SY	248		
13	ADA Ramps (All Types)	EA	2		
14	Temporary Surfacing (All Types)	SY	40		
15	Storm Sewer Pipe (24" RCP Class III)	LF	91		
16	Storm Sewer Pipe (42" RCP Class III)	LF	894		
17	Storm Sewer Pipe (48" RCP Class III)	LF	874		
18	Storm Sewer Pipe (38"x60" RCPHE Class III)	LF	510		
19	Storm Sewer Structures, Curb Inlet (11' x 5')	EA	2		
20	Storm Sewer Structures, Curb Inlet (5' x 5')	EA	1		
21	Storm Sewer Structures, Modified Curb Inlet (6' X 6')	EA	1		
22	Storm Sewer Structures, Modified Curb Inlet (5' X 6')	EA	1		
23	Storm Sewer Structures, Modified Curb Inlet (7' X 8')	EA	1		
24	Storm Sewer Structures, Modified Curb Inlet (5' X 8')	EA	1		
25	Storm Sewer Structures, Field Inlet (5' x 5')	EA	2		
26	Storm Sewer Structures, Field Inlet (12' X 7')	EA	1		
27	Storm Sewer Structures, Field Inlet (8' X 5')	EA	1		
28	Storm Sewer Structures, Field Inlet (7' X 6')	EA	1		
29	Storm Sewer Structures, Field Inlet (10' X 8')	EA	1		
30	Storm Sewer Structures, Junction Box (6' X 5')	EA	1		
31	Storm Sewer Structures, Junction Box (6' X 6')	EA	1		
32	Storm Sewer Structures, Junction Box (7' X 8')	EA	1		
33	Storm Sewer End Sections (24" R.C.)	EA	1		
34	Storm Sewer End Sections (48" R.C.)	EA	1		
35	Headwall (2 openings, 38" x 60" and 42")	EA	1		
36	Flexamat (or approved equal)	SF	2300		
37	Fence, 4' Chain Link (Temporary)	LF	85		
38	Fence, 4' Chain Link (Remove and Replace)	LF	132		
39	Fence, 4' Wood Fence (Remove and Replace)	LF	62		
40	Fence, 6' Wood Fence (Remove and Replace)	LF	172		
41	Water Line Pipe (6" C-900 PVC)	LF	160		
42	Water Line Pipe (3/4" Service - Copper)	LF	245		
43	Water Line Valve (6" Gate Valve)	EA	2		
44	Water Line Fittings (Bends, Crosses, Reducers, Sleeves, Tees, Caps)	EA	9		
45	Fire Hydrant Assembly Relocation (With Reuse of Existing Hydrant)	EA	1		
46	Water Service Reconnection	EA	6		

47	Sanitary Sewer Pipe (4" Service - PVC)	LF	26		
48	Erosion (Sediment) Control Devices (Silt Fence)	LF	1245		
49	Erosion (Sediment) Control Devices (Inlet Protection)	EA	30		
50	Erosion (Sediment) Control Devices (Rock Ditch Checks)	EA	2		
51	Sod (All Types)	SY	6439		

Total of all Bid Prices (Unit Price Work) \$ _____

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ~~Engineer~~ Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly ~~on or about the 1st day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage); ~~and, If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character~~

~~and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057 of _____ percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. There are no reports of explorations and tests of subsurface conditions at or contiguous to the Site. There are no reports or drawings of Hazardous Environmental Conditions at the Site.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost,

progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages __ to __, inclusive).
 - 2. Performance bond (pages __ to __, inclusive).
 - 3. Payment bond (pages __ to __, inclusive).
 - 4. General Conditions (pages __ to __, inclusive).
 - 5. Supplementary Conditions (pages __ to __, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of _____ sheets with each sheet bearing the following general title:
Pinetree Village Stormwater Improvements
 - 8. Addenda (numbers _____ to _____, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Lee's Summit, Missouri _____

By: _____

By: _____

Title: City Manager _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Approved as to Form: _____

Attest: _____

Title: Chief Counsel of Infrastructure and Planning _____

Title: _____

Address for giving notices:
220 SE Green Street
Lee's Summit, MO 64063

Address for giving notices:

License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

Pinetree Village Stormwater Improvements (#6240066)
 Owner: Lee's Summit MO, City of
 Solicitor: Lee's Summit MO, City of
 04/19/2019 02:00 PM CDT

**APPARENT BID
 WINNER**

Line Item	Item Description	UoFM	Quantity	Engineer Estimate		Blue Nile Contractors Inc		Tasco LLC		Redford Construction Inc.		Wiedenmann Inc		Beemer Construction Co.		Pyramid Excavation		J.M. Fahey Construction Company	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$11,577.47	\$11,577.47	\$22,500.00	\$22,500.00	\$35,000.00	\$35,000.00	\$16,000.00	\$16,000.00	\$35,500.00	\$35,500.00	\$45,271.00	\$45,271.00	\$27,000.00	\$27,000.00
2	Demolition and Removal	LS	1	\$10,000.00	\$10,000.00	\$17,232.97	\$17,232.97	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$38,690.00	\$38,690.00	\$125,000.00	\$125,000.00	\$28,000.00	\$28,000.00
3	Clearing and Grubbing	LS	1	\$7,500.00	\$7,500.00	\$9,269.76	\$9,269.76	\$17,000.00	\$17,000.00	\$40,000.00	\$40,000.00	\$28,000.00	\$28,000.00	\$26,985.00	\$26,985.00	\$50,000.00	\$50,000.00	\$19,000.00	\$19,000.00
4	Traffic Control (Lump Sum)	LS	1	\$2,500.00	\$2,500.00	\$4,313.47	\$4,313.47	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$4,200.00	\$4,200.00	\$7,500.00	\$7,500.00	\$4,200.00	\$4,200.00
5	Waste (Haul Off)	CY	1629	\$11.25	\$18,326.25	\$10.96	\$17,853.84	\$30.00	\$48,870.00	\$9.00	\$14,661.00	\$2.00	\$3,258.00	\$45.00	\$73,305.00	\$16.00	\$26,064.00	\$38.50	\$62,716.50
6	Pavement Patch or Repair	SY	112	\$90.00	\$10,080.00	\$78.45	\$8,786.40	\$90.00	\$10,080.00	\$110.00	\$12,320.00	\$60.00	\$6,720.00	\$85.00	\$9,520.00	\$90.00	\$10,080.00	\$112.75	\$12,628.00
7	Pavement, 6" KCMMB 4K Concrete	SY	60	\$52.00	\$3,120.00	\$62.46	\$3,747.60	\$90.00	\$5,400.00	\$100.00	\$6,000.00	\$55.00	\$3,300.00	\$75.00	\$4,500.00	\$90.00	\$5,400.00	\$136.50	\$8,190.00
8	Aggregate, 4" Base MoDOT Type 5 (Pavement)	SY	75	\$10.00	\$750.00	\$10.57	\$792.75	\$70.00	\$5,250.00	\$6.00	\$450.00	\$12.00	\$900.00	\$25.00	\$1,875.00	\$22.00	\$1,650.00	\$15.75	\$1,181.25
9	Aggregate, 4" Base MoDOT Type 5 (Driveways)	SY	25	\$10.00	\$250.00	\$10.57	\$264.25	\$20.00	\$500.00	\$6.00	\$150.00	\$12.00	\$300.00	\$25.00	\$625.00	\$22.00	\$550.00	\$15.75	\$393.75
10	Driveways, 6" KCMMB 4K Concrete	SY	25	\$67.00	\$1,675.00	\$70.36	\$1,759.00	\$85.00	\$2,125.00	\$125.00	\$3,125.00	\$88.00	\$2,200.00	\$75.00	\$1,875.00	\$95.00	\$2,375.00	\$88.50	\$2,212.50
11	Curb & Gutter, APWA Type CG-2 (Replacement)	LF	615	\$31.00	\$19,065.00	\$23.90	\$14,698.50	\$40.00	\$24,600.00	\$30.00	\$18,450.00	\$32.00	\$19,680.00	\$22.00	\$13,530.00	\$35.00	\$21,525.00	\$45.50	\$27,982.50
12	Sidewalk, 4" KCMMB 4K Concrete	SY	248	\$45.00	\$11,160.00	\$48.12	\$11,933.76	\$90.00	\$22,320.00	\$50.00	\$12,400.00	\$56.00	\$13,888.00	\$45.00	\$11,160.00	\$60.00	\$14,880.00	\$96.50	\$23,932.00
13	ADA Ramps (All Types)	EA	2	\$2,500.00	\$5,000.00	\$1,175.42	\$2,350.84	\$800.00	\$1,600.00	\$1,800.00	\$3,600.00	\$1,250.00	\$2,500.00	\$1,145.00	\$2,290.00	\$1,400.00	\$2,800.00	\$2,000.00	\$4,000.00
14	Temporary Surfacing (All Types)	SY	40	\$90.00	\$3,600.00	\$70.09	\$2,803.60	\$50.00	\$2,000.00	\$75.00	\$3,000.00	\$8.00	\$320.00	\$18.00	\$720.00	\$80.00	\$3,200.00	\$20.25	\$810.00
15	Storm Sewer Pipe (24" RCP Class III)	LF	91	\$113.00	\$10,283.00	\$54.11	\$4,924.01	\$80.00	\$7,280.00	\$120.00	\$10,920.00	\$89.00	\$8,099.00	\$86.00	\$7,826.00	\$100.00	\$9,100.00	\$91.00	\$8,281.00
16	Storm Sewer Pipe (42" RCP Class III)	LF	894	\$220.00	\$196,680.00	\$122.65	\$109,649.10	\$90.00	\$80,460.00	\$160.00	\$143,040.00	\$190.00	\$169,860.00	\$160.00	\$143,040.00	\$175.00	\$156,450.00	\$158.00	\$141,252.00
17	Storm Sewer Pipe (48" RCP Class III)	LF	874	\$225.00	\$196,650.00	\$118.01	\$103,140.74	\$110.00	\$96,140.00	\$165.00	\$144,210.00	\$190.00	\$166,060.00	\$180.00	\$157,320.00	\$180.00	\$157,320.00	\$179.00	\$156,446.00
18	Storm Sewer Pipe (38"x60" RCPHE Class III)	LF	510	\$250.00	\$127,500.00	\$149.70	\$76,347.00	\$150.00	\$76,500.00	\$200.00	\$102,000.00	\$280.00	\$142,800.00	\$195.00	\$99,450.00	\$180.00	\$91,800.00	\$205.00	\$104,550.00
19	Storm Sewer Structures, Type II Curb Inlet (11' x 5')	EA	2	\$5,500.00	\$11,000.00	\$7,599.26	\$15,198.52	\$8,000.00	\$16,000.00	\$6,500.00	\$13,000.00	\$8,500.00	\$17,000.00	\$10,375.00	\$20,750.00	\$7,000.00	\$14,000.00	\$12,000.00	\$24,000.00
20	Storm Sewer Structures, Type II Curb Inlet (5' x 5')	EA	1	\$4,000.00	\$4,000.00	\$5,550.36	\$5,550.36	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00	\$6,700.00	\$6,700.00
21	Storm Sewer Structures, Modified Curb Inlet (6' X 6')	EA	1	\$4,800.00	\$4,800.00	\$5,739.07	\$5,739.07	\$7,500.00	\$7,500.00	\$4,800.00	\$4,800.00	\$8,000.00	\$8,000.00	\$4,850.00	\$4,850.00	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00
22	Storm Sewer Structures, Modified Curb Inlet (5' X 6')	EA	1	\$4,600.00	\$4,600.00	\$5,658.19	\$5,658.19	\$5,500.00	\$5,500.00	\$4,700.00	\$4,700.00	\$7,900.00	\$7,900.00	\$4,700.00	\$4,700.00	\$5,500.00	\$5,500.00	\$7,600.00	\$7,600.00
23	Storm Sewer Structures, Modified Curb Inlet (7' X 8')	EA	1	\$5,500.00	\$5,500.00	\$6,671.87	\$6,671.87	\$8,000.00	\$8,000.00	\$5,500.00	\$5,500.00	\$9,200.00	\$9,200.00	\$6,580.00	\$6,580.00	\$6,000.00	\$6,000.00	\$8,300.00	\$8,300.00
24	Storm Sewer Structures, Modified Curb Inlet (5' X 8')	EA	1	\$5,200.00	\$5,200.00	\$6,531.68	\$6,531.68	\$7,500.00	\$7,500.00	\$5,200.00	\$5,200.00	\$9,000.00	\$9,000.00	\$6,320.00	\$6,320.00	\$5,500.00	\$5,500.00	\$7,300.00	\$7,300.00
25	Storm Sewer Structures, Field Inlet (4'X 4')	EA	1	\$3,600.00	\$3,600.00	\$4,418.07	\$4,418.07	\$3,200.00	\$3,200.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$5,600.00	\$5,600.00
26	Storm Sewer Structures, Field Inlet (5' x 5')	EA	3	\$3,900.00	\$11,700.00	\$4,714.62	\$14,143.86	\$4,000.00	\$12,000.00	\$4,100.00	\$12,300.00	\$6,000.00	\$18,000.00	\$4,050.00	\$12,150.00	\$5,500.00	\$16,500.00	\$6,500.00	\$19,500.00
27	Storm Sewer Structures, Field Inlet (12' X 7')	EA	1	\$7,500.00	\$7,500.00	\$8,246.28	\$8,246.28	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00	\$9,900.00	\$9,900.00	\$13,250.00	\$13,250.00	\$7,000.00	\$7,000.00	\$17,200.00	\$17,200.00
28	Storm Sewer Structures, Field Inlet (8' X 5')	EA	1	\$5,200.00	\$5,200.00	\$6,035.62	\$6,035.62	\$7,500.00	\$7,500.00	\$5,600.00	\$5,600.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00
29	Storm Sewer Structures, Field Inlet (7'X 5')	EA	1	\$5,300.00	\$5,300.00	\$4,714.62	\$4,714.62	\$7,500.00	\$7,500.00	\$4,700.00	\$4,700.00	\$6,400.00	\$6,400.00	\$4,550.00	\$4,550.00	\$5,500.00	\$5,500.00	\$7,300.00	\$7,300.00
30	Storm Sewer Structures, Field Inlet (7' X 6')	EA	1	\$5,400.00	\$5,400.00	\$5,172.93	\$5,172.93	\$8,000.00	\$8,000.00	\$4,800.00	\$4,800.00	\$6,600.00	\$6,600.00	\$4,900.00	\$4,900.00	\$6,000.00	\$6,000.00	\$8,400.00	\$8,400.00
31	Storm Sewer Structures, Field Inlet (10' X 8')	EA	1	\$6,500.00	\$6,500.00	\$7,006.16	\$7,006.16	\$7,500.00	\$7,500.00	\$6,700.00	\$6,700.00	\$8,500.00	\$8,500.00	\$10,563.00	\$10,563.00	\$7,000.00	\$7,000.00	\$11,000.00	\$11,000.00
32	Storm Sewer Structures, Junction Box (6' X 5')	EA	1	\$5,000.00	\$5,000.00	\$4,849.42	\$4,849.42	\$4,800.00	\$4,800.00	\$4,700.00	\$4,700.00	\$6,850.00	\$6,850.00	\$4,300.00	\$4,300.00	\$5,500.00	\$5,500.00	\$6,900.00	\$6,900.00
33	Storm Sewer Structures, Junction Box (6' X 6')	EA	1	\$5,200.00	\$5,200.00	\$4,930.30	\$4,930.30	\$5,300.00	\$5,300.00	\$4,800.00	\$4,800.00	\$5,900.00	\$5,900.00	\$4,450.00	\$4,450.00	\$5,500.00	\$5,500.00	\$7,300.00	\$7,300.00
34	Storm Sewer Structures, Junction Box (7' X 8')	EA	1	\$6,000.00	\$6,000.00	\$5,442.52	\$5,442.52	\$7,000.00	\$7,000.00	\$4,900.00	\$4,900.00	\$6,700.00	\$6,700.00	\$5,400.00	\$5,400.00	\$6,000.00	\$6,000.00	\$8,700.00	\$8,700.00
35	Storm Sewer End Sections (24" R.C.)	EA	1	\$1,300.00	\$1,300.00	\$1,328.12	\$1,328.12	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,300.00	\$1,300.00	\$765.00	\$765.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00
36	Storm Sewer End Sections (48" R.C.)	EA	1	\$1,700.00	\$1,700.00	\$3,273.93	\$3,273.93	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$1,938.00	\$1,938.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
37	Headwall (2 openings, 38" x 60" and 42")	EA	1	\$4,000.00	\$4,000.00	\$10,735.16	\$10,735.16	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$23,300.00	\$23,300.00	\$23,375.00	\$23,375.00	\$30,000.00	\$30,000.00	\$24,000.00	\$24,000.00
38	Flexamat (or approved equal)	SF	2300	\$27.78	\$63,894.00	\$11.04	\$25,392.00	\$20.00	\$46,000.00	\$12.00	\$27,600.00	\$9.00	\$20,700.00	\$10.00	\$23,000.00	\$12.00	\$27,600.00	\$16.00	\$36,800.00
39	Fence, 4' Chain Link (Temporary)	LF	85	\$26.00	\$2,210.00	\$3.24	\$275.40	\$60.00	\$5,100.00	\$35.00	\$2,975.00	\$24.00	\$2,040.00	\$23.00	\$1,955.00	\$22.00	\$1,870.00	\$26.00	\$2,210.00
40	Fence, 4' Chain Link (Remove and Replace)	LF	132	\$26.00	\$3,432.00	\$14.02	\$1,850.64	\$50.00	\$6,600.00	\$45.00	\$5,940.00	\$33.00	\$4,356.00	\$23.75	\$3,135.00	\$30.00	\$3,960.00	\$33.50	\$4,422.00
41	Fence, 4' Wood Fence (Remove and Replace)	LF	62	\$26.00	\$1,612.00	\$17.25	\$1,069.50	\$80.00	\$4,960.00	\$55.00	\$3,410.00	\$42.00	\$2,604.00	\$59.00	\$3,658.00	\$40.00	\$2,480.00	\$41.75	\$2,588.50
42	Fence, 6' Wood Fence (Remove and Replace)	LF	172	\$44.00	\$7,568.00	\$28.04	\$4,822.88	\$50.00	\$8,600.00	\$65.00	\$11,180.00	\$48.00	\$8,256.00	\$51.00	\$8,772.00	\$45.00	\$7,740.00	\$50.00	\$8,600.00
43	Water Line Pipe (6" PVC C-900)	LF	160	\$82.00	\$13,120.00	\$38.49	\$6,158.40	\$60.00	\$9,600.00	\$50.00	\$8,000.00	\$91.00	\$14,560.00	\$50.00	\$8,000.00	\$75.00	\$12,000.00	\$163.00	\$26,080.00
44	Water Line Pipe (3/4" Service - Copper)	LF	245	\$37.50	\$9,187.50	\$15.56	\$3,812.20	\$20.00	\$4,900.00	\$15.00	\$3,675.00	\$42.00	\$10,290.00	\$45.00	\$11,025.00	\$30.00	\$7,350.00	\$92.00	\$22,540.00
45	Water Line Valve (6" Gate Valve)	EA	2	\$1,200.00	\$2,400.00	\$754.86	\$1,509.72	\$4,000.00	\$8,000.00	\$850.00	\$1,700.00	\$1,200.00	\$2,400.00	\$2,470.00	\$4,940.00	\$1,350.00	\$2,700.00	\$4,500.00	\$9,000.00
46	Water Line Fittings (Bends, Crosses, Reducers, Sleeves, Tees, Caps)	EA	9	\$100.00	\$900.00	\$107.84	\$970.56	\$300.00	\$2,700.00	\$150.00	\$1,350.00	\$125.00	\$1,125.00	\$185.00	\$1,665.00	\$300.00	\$2,700.00	\$980.00	\$8,820.00
47	Fire Hydrant Assembly Relocation (With Reuse of Existing Hydrant)	EA	1	\$2,800.00	\$2,800.00	\$1,447.71	\$1,447.71	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$2,150.00	\$2,150.00	\$5,575.00	\$5,575.00	\$3,000.00	\$3,000.00	\$8,400.00	\$8,400.00
48	Water Service Reconnection	EA	6	\$875.00	\$5,250.00	\$494.25	\$2,965.50	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$600.00	\$3,600.00	\$1,500.00	\$9,000.00	\$675.00	\$4,050.00	\$1,325.00	\$7,950.00
49	Sanitary Sewer Pipe (4" Service - PVC)	LF	26	\$51.25	\$1,332.50	\$23.54	\$612.04	\$100.00	\$2,600.00	\$100.00	\$2,600.00	\$12.00	\$312.00	\$30.00	\$780.00	\$50.00	\$1,300.00	\$62.00	\$1,612.00
50	Erosion (Sediment) Control Devices (Silt Fence)	LF	1245</																



LAKEMVIEW

MADISON ST

MISSION RD

WARNS

FERGUSON

9TH ST

MARKET ST

PINETREE

9TH ST

OLDHAM PKWY

US 50 HWY

BILL E PKWY

Packet Information

File #: BILL NO. 19-108, **Version:** 1

An Ordinance Authorizing Execution Of Two Intergovernmental Agreement By And Between The City Of Lee's Summit, Missouri And The Junior College District Of Metropolitan Kansas City, Missouri Aka Metropolitan Community College (MCC) For Use Of The Precision Driving Course.

(Note: First reading by City Council on May 7, 2019. Passed by unanimous vote.)

Issue/Request:

An Ordinance Authorizing Execution Of Two Intergovernmental Agreement By And Between The City Of Lee's Summit, Missouri And The Junior College District Of Metropolitan Kansas City, Missouri Aka Metropolitan Community College (MCC) For Use Of The Precision Driving Course.

Key Issues:

The City of Lee's Summit, Missouri provides driver's training to all Lee's Summit, Missouri police officers on a regular basis to maintain proficiency in emergency response driving and underscore the importance of safe driving techniques; and

MCC is a public community college district that owns and maintains the Precision Driving Course (PDC) at MCC-Blue River campus and has agreed to allow the Lee's Summit Police Department use of the PDC for the express purpose of providing driver's training to Lee's Summit police officers; and

Two intergovernmental facility use agreements are needed to define the terms for use of the PDC between the City and MCC for fiscal years 2018 through 2019 and 2019 through 2020.

Proposed City Council Motion:

I move for adoption of an Ordinance Authorizing Execution Of Two Intergovernmental Agreement By And Between The City Of Lee's Summit, Missouri And The Junior College District Of Metropolitan Kansas City, Missouri Aka Metropolitan Community College (MCC) For Use Of The Precision Driving Course.

Background:

The first round of driver's training is scheduled to begin June 5, 2019 and continue throughout the summer.

Travis Forbes, Police Chief

Recommendation: Recommended approval

BILL NO. 19-108

AN ORDINANCE AUTHORIZING EXECUTION OF TWO INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI AKA METROPOLITAN COMMUNITY COLLEGE (MCC) FOR USE OF THE PRECISION DRIVING COURSE.

WHEREAS, the City of Lee's Summit, Missouri provides driver's training to all Lee's Summit, Missouri police officers on a regular basis to maintain proficiency in emergency response driving and underscore the importance of safe driving techniques; and,

WHEREAS, MCC is a public community college district that owns and maintains the Precision Driving Course (PDC) at MCC-Blue River campus and has agreed to allow the Lee's Summit Police Department use of the PDC for the express purpose of providing driver's training to Lee's Summit police officers; and,

WHEREAS, two intergovernmental facility use agreements are needed to define the terms for use of the PDC between the City and MCC for fiscal years 2018 through 2019 and 2019 through 2020.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby approves and authorizes the execution, by the Mayor, of the intergovernmental agreements by and between the City of Lee's Summit, Missouri and the Junior College District of Metropolitan Kansas City, Missouri aka Metropolitan Community College (MCC) for use of the PDC, which are attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-108

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

Mayor William A. Baird

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Public Safety
Beth Murano

FACILITY USE AGREEMENT

This Facility Use Agreement (Agreement) is made by and between The Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, whose principal office is located at 3200 Broadway, Kansas City, Missouri 64111, and the City of Lee's Summit, Missouri (Lessee), whose principal office is located at 220 S.E. Green Street, Lee's Summit, Missouri 64063.

For good and valuable consideration as described herein, the parties hereto agree as follows:

1. Use and Condition of Premises and Equipment

1.1. Use and Condition of Premises. MCC agrees to grant to Lessee the use of Precision Driving Course at MCC-Blue River, located at 20301 East 78 Highway, Independence, Missouri 64057-2052 (Premises), for the express purpose of annual training (Event) by the City of Lee's Summit, Missouri Police Department. Lessee shall not use the Premises for any other purpose nor shall it use any other part of the Premises other than as stated hereunder. Lessee accepts the Premises in present condition and agrees to keep and maintain the same in as good condition as at present, free from debris, danger of fire or any nuisance, to commit no acts of destruction or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of this Agreement will deliver the same without notice to MCC in as good condition as when it received the same, ordinary wear and tear excepted. MCC shall not permit alcoholic drinks to be sold or provided on the Premises under any circumstance.

1.2. Use and Condition of Equipment. MCC agrees to grant to Lessee the use of the equipment as standard to the Premises, and additional equipment that may be mutually agreed upon by the parties as described herein. Lessee understands and agrees that during the term of this Agreement, it shall be solely responsible for all equipment used or present in the Premises. Any equipment or services requested upon arrival may be invoiced after the conclusion of the Event.

2. Non-Standard Equipment. MCC agrees to provide to Lessee: None.

3. Term and Termination.

3.1. Term. The term of this Agreement shall be from the date of signature through June 19, 2019, unless terminated earlier in accordance with the terms and conditions set forth herein. The term may be extended upon the mutual written agreement of the parties.

3.2. Termination. Each party reserves the right to terminate this Agreement with or without cause upon five (5) days' written notice to the other party. Each party reserves the right to terminate this Agreement immediately if the other party fails to comply with any of the terms and conditions herein.

4. Schedule. MCC shall grant Lessee use of the Premises on the dates and times as detailed on Exhibit A – Facility Use Schedule (Exhibit A) attached hereto and incorporated

herein. Such use of Premises excludes holidays, inclement weather closings, closures due to emergencies, or for any reason that use of the Premises is impracticable.

5. Minors. Each party acknowledges that if the Event activities involve minors, each party agrees to inform the other party if they have any knowledge of any injuries, or suspected abuse, or neglect of any minor Participant. Lessee will bear responsibility for reporting the same to the appropriate authorities, advise MCC that such a report was made, and provide verification of the same.

6. Fees. For and in consideration of the Use of the Premises and Equipment, Lessee shall pay MCC a total sum of one thousand five hundred dollars (\$1,500.00), payable no later than June 1, 2019. Payments shall be sent to MCC in the care of Blue River Business Office at MCC's address in section 1.1 herein.

7. Liability Requirements.

7.1. Insurance. Lessee agrees to maintain the following insurance throughout the term of this Agreement: a) workers' compensation and employer's liability for its employees in amounts as required by Missouri law; b) automobile insurance, to include uninsured and underinsured motorists, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and c) general liability in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall include students, participants, volunteers, property damage, and contractually assumed liability and name MCC as an additional insured. Upon the execution of this Agreement, Lessee agrees to provide MCC proof of insurance which shall include the stipulations hereunder and state that such coverage will not be cancelled without thirty (30) days written notice. Failure to so provide or maintain any insurance as requested hereunder will not relieve it of any contractual obligation or responsibility herein. MCC agrees to maintain and provide proof to Lessee upon request, general liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

7.2. INDEMNIFICATION. TO THE EXTENT PERMITTED BY MISSOURI LAW, LESSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MCC, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, COSTS, JUDGMENTS, OR OTHER FORMS OF LIABILITY, ACTUAL OR CLAIMED, INCLUDING REASONABLE ATTORNEYS' FEES, FOR INJURY OR DAMAGE TO PERSONS OR LOSS OR DAMAGE TO PROPERTY OCCURRING OR ALLEGEDLY OCCURRING IN CONNECTION WITH ANY ACTION, INACTION, OR CONDUCT COMMITTED BY LESSEE OR BY ITS OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS, VOLUNTEERS, AGENTS, OR REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT.

7.3. No Waiver. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to MCC and the Lessee under applicable Missouri governmental immunities law.

8. Order of Precedence. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any exhibit, invoice, purchase order, website or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.

9. Notices. All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

Notices to MCC shall be sent to:

Attn: Doug Thompson
Metropolitan Community College – Blue River
20301 E. 78 Hwy, Independence, Missouri 64057
Email address for notices: Doug.Thompson@mckkc.edu

Notices sent to Lessee shall be sent to:

Attn: Captain Cary Colyne
10 NE Tudor, Lee's Summit, Missouri 64086
Email address for notices: Cary.Colyne@cityofls.net

10. Lessee's Representations and Warranties.

10.1. No Solicitation. MCC does not permit on MCC's Premises the solicitation of products and/or services. Lessee acknowledges and agrees that solicitation is prohibited and warrants that Lessee shall not do any Solicitation.

10.2. Compliance with Laws. During the performance of its obligations under this Agreement, Lessee agrees to conduct its activities hereunder in strict compliance with all applicable federal, state, and local laws, as well as the policies and procedures of MCC.

11. Non-Discrimination. Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. **Lessee shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

12. No Debarment. Lessee represents that it is not debarred or suspended from doing business with the federal government and/or any state government, and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

13. Powers and Authority. Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.

14. No Agency. Nothing in this Agreement shall create an agency, partnership, or joint venture between MCC and Lessee.

15. Tobacco-Free Policy. Lessee agrees to strictly abide by MCC's tobacco-free policy, meaning all types of smoking and smokeless tobacco products are prohibited. At all times, MCC shall have the right to enforce such policy pursuant to the terms of this Agreement and under law.

16. Governing Law. This Agreement is governed by and constructed in accordance with the laws of the State of Missouri.

17. Severability. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

18. Waiver. Failure of either party to insist upon strict performance of the terms of this Agreement shall not be construed as a waiver of such party's rights to later enforce any provision thereof.

19. Remedies. All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

20. Successors and Assignments. This Agreement shall not be assigned by either party without the prior written consent of the other party and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

21. Force Majeure. Neither party shall be liable for damages or have the right to terminate the Agreement for any delay or default in performance if the delay or default is due to conditions or circumstances beyond its control; such conditions include, but are not limited to, acts of God, acts of nature, acts of government, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, or material shortages, or any other cause beyond the reasonable control of the party obligated to perform and which cannot be overcome by reasonable diligence and without unusual expense.

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

23. Execution. This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Lessee as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

**The Junior College District of Metropolitan
Kansas City, Missouri**

City of Lee's Summit, Missouri

By: _____

By: _____

Name: Warren Haynes, D.P.A.

Name: William A. Baird

Title: Vice-President of Instruction &
Student Services, MCC-BR

Title: Mayor _____

Date: _____

Date: _____

Approved as to Form:

Office of the City Attorney

EXHIBIT A

LEE'S SUMMIT PD EVENT INVOICE FOR JUNE 5 – JUNE 9, 2019			
Facility	Description	Fees	Total
Precision Driving Course (PDC) Track Rental	Wednesday, June 5, 2019—8am - 5pm	2 days @ \$750.00 per day	\$1,500.00
	Wednesday, June 19, 2019—8am - 5pm		
	Sub-total Track Rental :		
Security and Safety (required)	1 Track Safety Officer	1 officer included in daily rate	\$0.00
	1 Campus Police/Security Officer <i>(Note: Campus Security will periodically check on your event and will be on call, through the Track Safety Officer, should Security be required.)</i>	1 officer included in daily rate	\$0.00
	Sub-total Required Officers:		
Equipment	No Additional Equipment Requested		
	Sub-total Equipment:		
GRAND TOTAL:			\$1,500.00

For Office Use Only:
 Budget Code 417006-120-20306-00000-600

FACILITY USE AGREEMENT

This Facility Use Agreement (Agreement) is made by and between The Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, whose principal office is located at 3200 Broadway, Kansas City, Missouri 64111, and the City of Lee's Summit, Missouri (Lessee), whose principal office is located at 220 S.E. Green Street, Lee's Summit, Missouri 64063.

For good and valuable consideration as described herein, the parties hereto agree as follows:

1. Use and Condition of Premises and Equipment

1.1. Use and Condition of Premises. MCC agrees to grant to Lessee the use of Precision Driving Course at MCC-Blue River, located at 20301 East 78 Highway, Independence, Missouri 64057-2052 (Premises), for the express purpose of annual training (Event) by the City of Lee's Summit, Missouri Police Department. Lessee shall not use the Premises for any other purpose nor shall it use any other part of the Premises other than as stated hereunder. Lessee accepts the Premises in present condition and agrees to keep and maintain the same in as good condition as at present, free from debris, danger of fire or any nuisance, to commit no acts of destruction or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of this Agreement will deliver the same without notice to MCC in as good condition as when it received the same, ordinary wear and tear excepted. MCC shall not permit alcoholic drinks to be sold or provided on the Premises under any circumstance.

1.2. Use and Condition of Equipment. MCC agrees to grant to Lessee the use of the equipment as standard to the Premises, and additional equipment that may be mutually agreed upon by the parties as described herein. Lessee understands and agrees that during the term of this Agreement, it shall be solely responsible for all equipment used or present in the Premises. Any equipment or services requested upon arrival may be invoiced after the conclusion of the Event.

2. Non-Standard Equipment. MCC agrees to provide to Lessee: None.

3. Term and Termination.

3.1. Term. The term of this Agreement shall be from the date of signature through September 4, 2019, unless terminated earlier in accordance with the terms and conditions set forth herein. The term may be extended upon the mutual written agreement of the parties.

3.2. Termination. Each party reserves the right to terminate this Agreement with or without cause upon five (5) days' written notice to the other party. Each party reserves the right to terminate this Agreement immediately if the other party fails to comply with any of the terms and conditions herein.

4. Schedule. MCC shall grant Lessee use of the Premises on the dates and times as detailed on Exhibit A – Facility Use Schedule (Exhibit A) attached hereto and incorporated

herein. Such use of Premises excludes holidays, inclement weather closings, closures due to emergencies, or for any reason that use of the Premises is impracticable.

5. Minors. Each party acknowledges that if the Event activities involve minors, each party agrees to inform the other party if they have any knowledge of any injuries, or suspected abuse, or neglect of any minor Participant. Lessee will bear responsibility for reporting the same to the appropriate authorities, advise MCC that such a report was made, and provide verification of the same.

6. Fees. For and in consideration of the Use of the Premises and Equipment, Lessee shall pay MCC a total sum of one thousand five hundred dollars (\$1,500.00), payable no later than July 1, 2019. Payments shall be sent to MCC in the care of Blue River Business Office at MCC's address in section 1.1 herein.

7. Liability Requirements.

7.1. Insurance. Lessee agrees to maintain the following insurance throughout the term of this Agreement: a) workers' compensation and employer's liability for its employees in amounts as required by Missouri law; b) automobile insurance, to include uninsured and underinsured motorists, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and c) general liability in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall include students, participants, volunteers, property damage, and contractually assumed liability and name MCC as an additional insured. Upon the execution of this Agreement, Lessee agrees to provide MCC proof of insurance which shall include the stipulations hereunder and state that such coverage will not be cancelled without thirty (30) days written notice. Failure to so provide or maintain any insurance as requested hereunder will not relieve it of any contractual obligation or responsibility herein. MCC agrees to maintain and provide proof to Lessee, upon request, general liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

7.2. INDEMNIFICATION. TO THE EXTENT PERMITTED BY MISSOURI LAW, LESSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MCC, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, COSTS, JUDGMENTS, OR OTHER FORMS OF LIABILITY, ACTUAL OR CLAIMED, INCLUDING REASONABLE ATTORNEYS' FEES, FOR INJURY OR DAMAGE TO PERSONS OR LOSS OR DAMAGE TO PROPERTY OCCURRING OR ALLEGEDLY OCCURRING IN CONNECTION WITH ANY ACTION, INACTION, OR CONDUCT COMMITTED BY LESSEE OR BY ITS OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS, VOLUNTEERS, AGENTS, OR REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT.

7.3. No Waiver. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to MCC and the Lessee under applicable Missouri governmental immunities law.

8. Order of Precedence. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any exhibit, invoice, purchase order, website or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.

9. Notices. All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

Notices to MCC shall be sent to:

Attn: Doug Thompson
Metropolitan Community College – Blue River
20301 E. 78 Hwy, Independence, Missouri 64057
Email address for notices: Doug.Thompson@mckkc.edu

Notices sent to Lessee shall be sent to:

Attn: Captain Cary Colyne
10 NE Tudor, Lee's Summit, Missouri 64086
Email address for notices: Cary.Colyne@cityofls.net

10. Lessee's Representations and Warranties.

10.1. No Solicitation. MCC does not permit on MCC's Premises the solicitation of products and/or services. Lessee acknowledges and agrees that solicitation is prohibited and warrants that Lessee shall not do any Solicitation.

10.2. Compliance with Laws. During the performance of its obligations under this Agreement, Lessee agrees to conduct its activities hereunder in strict compliance with all applicable federal, state, and local laws, as well as the policies and procedures of MCC.

11. Non-Discrimination. Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. **Lessee shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

12. No Debarment. Lessee represents that it is not debarred or suspended from doing business with the federal government and/or any state government, and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

13. Powers and Authority. Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.

14. No Agency. Nothing in this Agreement shall create an agency, partnership, or joint venture between MCC and Lessee.

15. Tobacco-Free Policy. Lessee agrees to strictly abide by MCC's tobacco-free policy, meaning all types of smoking and smokeless tobacco products are prohibited. At all times, MCC shall have the right to enforce such policy pursuant to the terms of this Agreement and under law.

16. Governing Law. This Agreement is governed by and constructed in accordance with the laws of the State of Missouri.

17. Severability. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

18. Waiver. Failure of either party to insist upon strict performance of the terms of this Agreement shall not be construed as a waiver of such party's rights to later enforce any provision thereof.

19. Remedies. All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

20. Successors and Assignments. This Agreement shall not be assigned by either party without the prior written consent of the other party and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

21. Force Majeure. Neither party shall be liable for damages or have the right to terminate the Agreement for any delay or default in performance if the delay or default is due to conditions or circumstances beyond its control; such conditions include, but are not limited to, acts of God, acts of nature, acts of government, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, or material shortages, or any other cause beyond the reasonable control of the party obligated to perform and which cannot be overcome by reasonable diligence and without unusual expense.

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

23. Execution. This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Lessee as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

**The Junior College District of Metropolitan
Kansas City, Missouri**

City of Lee's Summit, Missouri

By: _____

By: _____

Name: Warren Haynes, D.P.A.

Name: William A. Baird

Title: Vice-President of Instruction &
Student Services, MCC-BR

Title: Mayor _____

Date: _____

Date: _____

Approved as to Form:

Office of the City Attorney

EXHIBIT A

LEE'S SUMMIT PD EVENT INVOICE FOR JULY 15 – SEPTEMBER 14, 2019			
Facility	Description	Fees	Total
Precision Driving Course (PDC) Track Rental	Monday, July 15, 2019—8am - 5pm	2 days @ \$750.00 per day	\$1,500.00
	Thursday, September 4, 2019—8am - 5pm		
	Sub-total Track Rental :		
Security and Safety (required)	1 Track Safety Officer	1 officer included in daily rate	\$0.00
	1 Campus Police/Security Officer <i>(Note: Campus Security will periodically check on your event and will be on call, through the Track Safety Officer, should Security be required.)</i>	1 officer included in daily rate	\$0.00
	Sub-total Required Officers:		
Equipment	No Additional Equipment Requested		
	Sub-total Equipment:		
GRAND TOTAL:			\$1,500.00

For Office Use Only:
 Budget Code 417006-120-20306-00000-600

Packet Information

File #: 2019-2756, **Version:** 2

Implementation of Items Discussed at the Joint City Council - Planning Commission Meeting from November 20, 2018

Issue/Request:


No action is being requested, rather, staff is looking for direction on specific changes needed to implement suggestions from the November joint meeting.

Background:

The purpose of this discussion item is to outline staff's proposed implementation for issues considered at the Joint City Council (CC) and Planning Commission (PC) meeting held on November 20, 2018. After the meeting staff summarized the discussion items in a memo dated December 11, 2018. Then, on January 31, 2019, a meeting was held with staff, the Mayor and the Planning Commission Chairman to determine next steps on each item. It was decided that staff would present any ordinance changes at the next joint meeting to be held on May 14, 2019. The report attached to the packet notes items requiring changes to the UDO and those only requiring a policy change along with staff's rationale.

Ryan Elam, Director of Development Services

Josh Johnson, Assistant Director of Development Services

	City of Lee's Summit Development Services Memorandum	
	To:	City Council and Planning Commission
	From:	Josh Johnson, Assistant Dir., Development Services Ryan Elam, Director of Development Services David Bushek, Chief Counsel of Economic Development & Planning
	Date	May 14, 2019
	Re:	Follow-up to the Joint City Council – Planning Commission meeting held on November 20, 2018

The purpose of this report is to outline staff's proposed implementation for issues discussed at the Joint City Council (CC) and Planning Commission (PC) meeting held on November 20, 2018. After the meeting staff summarized the discussion items in a memo dated December 11, 2018. Then, on January 31, 2019, a meeting was held with staff, the Mayor and the Planning Commission Chairman to determine next steps on each item. It was decided that staff would present any ordinance changes at the next joint meeting to be held on May 14, 2019. The following report notes items requiring changes to the UDO and those only requiring a policy change along with staff's rationale. Text in red notes an addition or deletion to the UDO.

Planning Commission

The first goal was to empower the Planning Commission by strengthening their contribution to the development process. The following items seek to further this goal.

1. Mandate a concrete motion from the PC. Currently, the ordinance says that when there is failure to achieve a majority vote on a motion at the PC, an application is forwarded with a failure to recommend. Instead staff is proposing a requirement that the PC work towards a motion that passes so the CC can react to the deliberation that occurred to reach the relevant outcome. The relevant UDO language is included below.

Section 2.190

D. Action by Commission. A vote either for or against an application by a majority of all of the Commissioners present shall constitute a recommendation of the Commission. If a motion for or against an application fails to receive a majority vote (except in the case of a tie), the Commission may shall entertain a new motion. A tie vote shall constitute a recommendation of denial. failure to recommend." The Commission recommendation to approve, approve with conditions or deny; disapprove or failure to recommend shall be submitted to the Governing Body, accompanied by a written summary of the hearing. A recommendation or failure to recommend and summary thereof shall constitute the final report of the Commission pursuant to RSMo 89.070.

2. Increase the importance of the Comprehensive Plan by removing language from the UDO minimizing its role in the development process. Since the PC approves the Comprehensive Plan, making it more integral to the review of public hearing items would bolster the PC's role in the process. Staff could also, as a matter of policy recommend denial of applications not meeting the Comprehensive Plan or require the applicant to amend the plan to obtain a favorable recommendation. Proposed language below contributes to clarifying the Comprehensive Plan's importance.

Sec. 1.070. - Relationship to comprehensive plan and other policies.

It is the intention of the City that this chapter implement the planning policies adopted for the City as reflected in the Comprehensive Plan, as amended, and other planning documents. ~~While,~~ The City reaffirms its commitment that this chapter and any amendment thereto be in conformity with adopted planning policies. ~~-the City hereby expresses its intent that neither this chapter nor any amendment thereto may be challenged merely on the basis of an alleged nonconformity with the Comprehensive Plan or other planning policy.~~

3. Institute quarterly training for the PC to provide updates on case law, procedural coaching and latest trends in development.

Staff has already conducted a training session where the background of planned zoning and other regulatory items related to the PC were discussed. Moving forward quarterly training will occur with a dialog about what subjects should be covered. Staff will also work with our legal staff to come up with onboarding materials for new commissioners.

4. Provide leeway in the schedule deadlines to all the PC more time to review additional information if needed.

Staff has clarified that the PC can continue an application to instruct the applicant or staff to return with specific info needed to make a decision.

Public Engagement

The second primary goal of the joint meeting was to increase public participation. The following measures were considered.

1. The City could increase the radius for mailed notices to reach more members of the public. Right now our noticing distance is 185 feet. Staff is suggesting to increase the distance to 300 feet through a change in the UDO.

Sec. 2.170. - Notice to surrounding property owners.

- B. Mailed notice requirements. Mailed notice shall be sent, by regular mail, to the last known record owner of all property within ~~185-300~~ feet from the boundaries of the property for which the application is being considered. The notice shall state the time and place of the hearing, and include a general description of the proposal, a location map of the property, the general street location of the property subject to the proposed change, and a statement explaining that the public will have an opportunity to be heard at the public hearing. Failure to receive mailed notice shall not invalidate any action taken on the application.

2. Require a neighborhood meeting for all public hearing items. Too often we hear from concerned neighbors that they are only aware of projects when a notice is received in the mail or a sign is observed at the project site. A neighborhood meeting would alert the public earlier in the process. The following addition to the UDO outlines how this might work.

Section 2.*** – Neighborhood Meeting

- A. One neighborhood meeting is required for each application, which must occur within the initial 10 day review period and prior to re-submission of the application. More than one neighborhood meeting may be held on an application, at the option of the Applicant.
- B. Timing and Location: Within two miles of the project site, Monday through Thursday, excluding holidays; and start between 6:00 P.M. and 8:00 P.M. If a location for the meeting is not available within [2] miles of the subject property, the applicant shall select a location outside this area that is reasonably close to these boundaries.
- C. Notification shall be sent by certified mail or delivered to property owners within 300 feet of the project site. Mailed notices shall be postmarked at least seven days prior to the meeting. Hand deliveries must occur at least five days prior to the meeting.
- D. The Applicant shall take sufficient notes at the neighborhood meeting to recall issues raised by the participants, in order to report on and discuss them at public hearings before City governmental bodies on the application. The note shall be turned in with the application re-submittal.

3. Use the City's website to highlight current and future public hearing items.

The website has been modified with a sortable list of all items submitted for public hearing with direct links to each projects documents such as site plans and elevations. A form to submit public comment is available at the same location. The list can be found at the following link.

<https://cityofls.net/development-services/design/development-process/development-project-list>

4. Improve the clarity of public hearing signs to raise awareness of public hearings while directing the public to relevant information.

Current signs are 18 inches by 24 inches. The signage can be increased by policy as the UDO does not dictate size. Staff is looking at a 4'X4' sign. Contents of the sign can be limited to increase the message impact and direct citizens to our website find additional information such as site plans and ways to comment on the project.

Modifications

1. Councilmembers, Planning Commissioners and the public have expressed concern the City approves a significant number of modifications to UDO requirements, which appears to be

contrary to the general spirit and intent of establishing zoning regulations that apply uniformly to all zoning districts in the City.

Section 2.320.C of the UDO provides modifications to the underlying district regulations may be provided through approval of the PDP when the Council concludes the development:

- will provide sustainable value to the City,
- incorporates sound planning principles and design elements compatible with surrounding property and consistent throughout the proposed project,
- effectively uses land upon which the development is proposed, and
- the modification furthers the goals, spirit and intent of the UDO.

The purpose of modifications is stated in Section 1.050.D.1 of the UDO:

- a. Permit the use of more flexible land use regulations,
- b. Provide latitude in the location of buildings, structures, open spaces, play areas, parking, roads, drives and variations in setback and yard requirements,
- c. Facilitate use of the most advantageous techniques of land development,
- d. Encourage the combination and coordination of architectural styles, building forms and relationships, and
- e. Limit specific uses within the underlying zoning district to a particular development plan when it is deemed more appropriate and/or compatible to surrounding uses, proposed or future uses or when deemed to be in the best interest of the community to limit the uses based on existing and/or proposed traffic conditions and/or concerns.

Staff has modified our template for the staff letter to analyze the above points for each modification. In addition, the 18 criteria for rezones and PDPs will be covered through a narrative analysis. This new template is attached to the packet for Council comment as well. The template has text in red indicating where each criteria is addressed.

Public Hearings

The length of hearings at City Council was discussed. Since the date of the first joint meeting, the Council stated to the applicant and public in attendance that the record from Planning Commission has been reviewed. Staff has tried to truncate their presentation by summarizing the Planning Commission hearing and only highlighting areas of public concern or where staff and the applicant are in disagreement. This has helped to remove some redundant testimony and public hearings in 2019 seem to be shorter. Moving forward, it may be good to enshrine these concepts in a public hearing handout emphasizing that the first opportunity for public testimony is at the Planning Commission.



LEE'S SUMMIT
MISSOURI
Development Services Department

Development Services Staff Report

File Number	PL2019-000
Applicant	Summit Custom Homes
Property Address	2350 W. Hwy. 50
Planning Commission Date	December 5, 2016
Heard by	Planning and Zoning Commission and City Council
Analyst	Planner
Checked By	Hector Soto, Jr., AICP, Current Planning Manager and Kent Monter, PE, Development Engineering Manager

Public Notification

Pre-application held: **July 4, 2019**
Neighborhood meeting conducted: **July 19, 2016 If applicable**
Newspaper notification published on: **October 22, 2016**
Radius notices mailed to properties within 185 feet on: **October 21, 2016**
Site posted notice on: **October 21, 2016**

Table of Contents

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

Attachments

Agency Comments
Public Comments

Project Number

Planning Commission Hearing Date / December 5, 2016

Page 2 of 8

1. Project Data and Facts

Project Data	
Applicant/Status	Vista Village, LLC/Owner
Applicant’s Representative	Rob Powell/Architect
Location of Property	Site Address
Size of Property	±7.39 Acres
Zoning (Proposed)	R-2D (Medium Density Residential with Design Review)
Comprehensive Plan Designation	Compact
Procedure	The Planning Commission makes a recommendation to City Council on the application.

Current Land Use
Describe the current land use and the amount of time it has remained vacant as zoned. (discern from aerials/site visit)

Description of Applicant’s Request
The applicant is seeking a rezone and conditional use permit for a 91-unit planned residential development comprised of five multi-family buildings and a clubhouse.

2. Land Use

Description and Character of Surrounding Area
The property is located east of the Vista Village shopping center, north of Kootenai Street, and west of the railroad tracks that run parallel to Federal Way. The surrounding neighborhood is comprised of a mix of single-family and smaller multi-family uses.

Adjacent Land Uses and Zoning

North:	Street or use / Zoning
South:	Street or use / Zoning
East:	Street or use / Zoning
West:	Single-Family Homes then Vista Village Shopping Center / R-1C (Single Family Residential) and C-2D (General Commercial with Design Review)

Site Characteristics
The site consists of a triangular shaped lot surrounded by railroad tracks on all sides. The primary access will be from Robert Street and a secondary access will be from Kootenai Street.

Special Considerations
Anything odd like floodplain or regional trails etc.

Project Number

Planning Commission Hearing Date / **December 5, 2016**

Page 3 of 8

3. Project Proposal

Site Design

Land Use	
Impervious Coverage:	11%
Pervious:	22%
TOTAL	100%

Parking

Proposed		Required	
Total parking spaces proposed:	143	Total parking spaces required:	119
Accessible spaces proposed:	5	Accessible spaces required:	3
Parking Reduction requested?	No	Off-site Parking requested?	No

Setbacks (Perimeter)

Yard	Building / Parking Required	Building / Parking Proposed
Front (Robert Street)	15' (Building) / 20' (Parking)	200' (Building) / 100' (Parking)
Side (north and south)	5' (Building) / 5' (Parking)	70'+ (Building) / 10' (Parking)
Rear (east)	15' (Building) / 15' (Parking)	70'+ (Building) / 62' (Parking)*

*Requires modification

Structure(s) Design

Number and Proposed Use of Buildings
5 multi-family buildings and 1 clubhouse
Building Height
33'10"
Number of Stories
2-3 stories

Amenities

Describe any amenities, delete this section if it doesn't apply.

4. Unified Development Ordinance (UDO)

Section	Description
11-03-04.3	Rezone
11-03-04.7	Planned Developments
11-04-03.1	General Purpose of Residential Districts
11-06-03.2	Multi-Family Living Uses
11-07-03	Off-Street Parking and Loading Standards
11-07-06.05	Planned Unit Development Standards

5. Comprehensive Plan

Focus Areas	Goals, Objectives & Policies
Chapter 2-Citywide Vision And Policies	Principle NAC7.1 Principle CC1.1 Principle CC5.1(c)
Chapter 3-Community Structure And Design	Principle GDP-N.3(a) and (b) Principle IDP-C.1 Principle IDP-N.1(a)
Chapter 4: Central Bench Planning Area Policies	Principle CB-CCN3.2 Principle CB-CCN3.4(a)

In the following sections create a paragraph that considers the bulleted items

6. Analysis

Background and History

- Discuss the basics of the project in detail and any history of previous applications.
- Include any overarching discussions that have taken place between staff and the applicant such as design.

Compatibility

- The character of the neighborhood.
- The existing and any proposed zoning and uses of adjacent properties, and the extent to which the proposed use is compatible with the adjacent zoning and uses.
- The extent to which the proposed use will negatively affect the aesthetics of the property and neighboring property.

Adverse Impacts

- Development is designed, located and proposed to be operated so that the public health, safety and welfare will be protected;
- The extent to which the proposed use will seriously injure the appropriate use of, or detrimentally affect, neighboring property.
- The gain, if any, to the public health, safety and welfare due to approval of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.
- The extent to which the proposed use will create excessive storm water runoff, air pollution, water pollution, noise pollution or other environmental harm.

Project Number

Planning Commission Hearing Date / December 5, 2016

Page 5 of 8

Public Services In this section cite studies by date and preparer that prove infrastructure capacity. This is where Development Engineering's paragraph and relevant analysis from Michael Park goes.

- The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.
- The extent to which the proposed use facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.
- The extent to which the proposed use will adversely affect the capacity or safety of the portions of the street network impacted by the use, or present parking problems in the vicinity of the property.
- Development will not impede the normal and orderly development and improvement of the surrounding property; and
- Development incorporates adequate ingress and egress and an internal street network that minimizes traffic congestion.

Unified Development Ordinance

- The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this chapter.
- The consistency of the proposed use with the permitted uses and the uses subject to conditions in the district in which the proposed rezoning or special use is located.

Modifications

List the modifications and discuss in a narrative format if they meet A, B, C below.

- A. The development proposed by the preliminary development plan will provide sustainable value to the City,
- B. Incorporates sound planning principles and design elements that are compatible with surrounding properties and consistent throughout the proposed project,
- C. Effectively utilize the land upon which the development is proposed, and further the goals, spirit and intent of this chapter.

Project Number

Planning Commission Hearing Date / December 5, 2016

Page 6 of 8

Comprehensive Plan

- The extent to which there is a need for the use in the community.
- The conformance of the proposed use to the Comprehensive Plan, the Major Street Plan, the Capital Improvements Plan, and other adopted planning policies.

Recommendation

With the conditions of approval below, the application meets the requirements of the UDO.

7. Recommended Conditions of Approval

1. Planning
 - a. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received September 27, 2016, except as expressly modified by Design Review or the following conditions:
2. Development Engineering
 - a. Stuff
3. Traffic
 - a. Comply with the TIA dated, August 1, 2019, prepared by Michael Park, City Traffic Engineer.
4. Fire
 - a. Comply with requirements of Central District Health Department.
5. Comply with the requirements of the Boise School District as outlined in comments dated **October 10, 2016**.

Standard Conditions of Approval

6. Building permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact Planning and Development Services at (208) 384-3830 regarding questions pertaining to this condition.
7. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch, such as bark or soil aid.
8. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.
9. In compliance with Title 9, Chapter 16, Boise City Code, anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-ways must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling (208) 384-4083. Species

Project Number

Planning Commission Hearing Date / December 5, 2016

Page 7 of 8

shall be selected from the [Boise City Tree Selection Guide](#).


10. Deciduous trees shall be not less than 2" to 2 1/2" inch caliper size at the time of planting, evergreen trees 5' to 6' in height, and shrubs 1 to 5 gallons, as approved by staff. All plants are to conform to the American Association of Nurseryman Standards in terms of size and quality.
11. Utility services shall be installed underground.
12. An occupancy permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.
13. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid and submitted to the Subdivision desk on the 2nd floor of City Hall. For additional information, please call (208) 384-3830.
14. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or his authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.
15. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.
16. Failure to abide by any condition of this conditional use permit shall be grounds for revocation by the Boise City Planning and Zoning Commission.
17. This conditional use permit shall be valid for a period not to exceed twenty four (24) months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground. The definition of structures in this context shall include sewer lines, water lines, or building foundations.
18. Prior to the expiration of this conditional use, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.
19. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and

Project Number

Planning Commission Hearing Date / **December 5, 2016**

Page 8 of 8

weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.

	City of Lee's Summit Development Services Memorandum	
	To:	Steve Arbo
	From:	David Bushek, Chief Counsel of Economic Development & Planning Josh Johnson, Assistant Director of Plan Services Ryan A. Elam, Director of Development Services
	Date:	December 11, 2018
	Re:	Joint City Council – Planning Commission meeting held on November 20, 2018

This memo is intended to outline various topics discussed at the Joint City Council and Planning Commission meeting held on November 20, 2018, and to propose various options for addressing those items discussed in the meeting.

Planning Commission

Primary Issue:

The City Council wants to empower the Planning Commission to work through and discuss issues thoroughly before allowing an application to continue through the development process. There is a general feeling by applicants and the public that the relevant hearing is at the City Council level and the earlier part of the process is of less importance.

Actions:

- Require Planning Commission to formally make a recommendation for approval or denial prior to sending an application on to the City Council for final processing. For example, a failed motion for approval would need to be followed by a motion for denial that is fully voted on by the Commission.
- Require a 2/3 Council majority when the Planning Commission recommends denial of an application. This would incentivize applicants to work at the Commission level to create solutions so the threshold at the Council level is not greater than a simple majority.
- Remove language from the UDO minimizing the importance of the Comprehensive Plan. The UDO has language stating the Comprehensive Plan should not be used to deny an application. The Commission approves the Comprehensive Plan, so increasing its importance in the process would inherently give the Commission more leverage to ask for changes to the application based upon long term planning goals.

- Require amendments to the Comprehensive Plan if an application is not in conformance with the currently adopted Comprehensive Plan. This would ensure projects brought forward to the City Council are in conformance with adopted plans and has the potential to eliminate misunderstandings by the public at the City Council level.
- Institute quarterly training and onboarding for the Commission. Beyond clarifying the Commission's role in the process, staff can provide updates on case law and latest trends in development.
- Provide leeway in schedule deadlines to allow the Commission more time to review additional information if needed.

Public Engagement

Primary Issue:

There seems to be a general consensus the public should be aware of applications earlier in the process.

Actions:

- Require Neighborhood Meetings for all applications requiring public hearings; rezoning, preliminary development plan and special use permit. This would require an amendment to the UDO.
- The purpose of the neighborhood meeting is to inform neighbors about the pending application, provide a summary of the development resulting from the application, and receive comments from the neighbors.
- Potential process changes that can be added to the UDO through the UDO amendment process include:
 - One neighborhood meeting is required for each application, which must occur within the initial 10 day review period and prior to re-submission of the application. More than one neighborhood meeting may be held on an application, at the option of the Applicant.
 - Timing and Location: Within two miles of the project site, Monday through Thursday, excluding holidays; and start between 6:00 P.M. and 8:00 P.M. If a location for the meeting is not available within [2] miles of the subject property, the applicant shall select a location outside this area that is reasonably close to these boundaries.
 - Notification shall be sent or delivered to property owners within 185 feet of the site. Mailed notices shall be postmarked at least seven days prior to the meeting. Hand-deliveries must occur at least five days prior to the meeting.

- The Applicant shall take sufficient notes at the neighborhood meeting to recall issues raised by the participants, in order to report on and discuss them at public hearings before City governmental bodies on the application.
- Staff is increasing the use of the City’s project portal to provide the public with application documents after a project is submitted. The project list now includes direct links to a project specific website with a list of submitted documents and anticipated public hearing dates. There is also a button to submit public comments related to applications. The comments received through this method will be included in the list of exhibits the same way a formal letter or email are currently included.
- Staff will also work on educating the public, through the City’s website and when there are calls on projects, on the process and the intent behind each step.
- Modifications to the posted “Yellow Public Hearing Signs” to increase their impact and direct citizens to additional information:
 - Current signs are 18 inches by 24 inches. The signage size can be increased to 5 feet by 4 feet.
 - Contents of the sign can be limited to increase the message impact and direct citizens where to find additional information.

Modifications

Primary Issue:

Councilmembers, Planning Commissioners and the public have expressed concern the City approves a significant number of modifications to UDO requirements, which appears to be contrary to the general spirit and intent of establishing zoning regulations that apply uniformly to all zoning districts in the City. Section 2.320.C of the UDO provides modifications to the underlying district regulations may be provided through approval of the PDP when the Council concludes the development:

- will provide sustainable value to the City,
- incorporates sound planning principles and design elements compatible with surrounding property and consistent throughout the proposed project,
- effectively uses land upon which the development is proposed, and
- the modification furthers the goals, spirit and intent of the UDO.

The purpose of modifications is to provide flexibility in the zoning process and provide balance for the applicant since the planned zoning process requires the applicant to submit additional information and details about the project on a preliminary development plan.

Actions:

- Staff can elaborate on the above points in greater detail on each request so the Commission and Council can better evaluate the merits of the individual modifications.

- Amend frequently modified UDO regulations such as unit density for multifamily developments, FAR requirements and landscaping and screening requirements. This will reduce the number of modifications being requested and align the UDO more closely with current practices.
- Provide additional training on the purpose and intent of planned zoning for the City Council and Planning Commission for better understanding of the modifications.

Public Hearings

Primary Issue:

The length of Public Hearings at the City Council level was discussed, and there was a general desire to shorten the amount of time spent on development issues at the Council Hearings to allow additional time for other city business.

The concept of holding only a “new evidence” hearing at the City Council was discussed. Section 89.050, RSMo only requires the City to hold one public hearing on a rezoning application (which includes a hearing on a preliminary development plan application). This requirement is legally satisfied when the Planning Commission holds a public hearing on the application. The City Council has a long history of holding a full public hearing including testimony that fully repeats the Planning Commission testimony from the applicant, City staff and the public.

At the joint Council-Planning Commission meeting, there appeared to be mixed responses to the idea of holding only a “new evidence” hearing before the City Council on rezoning, preliminary development plan and special use permit applications. However, there seems to be a general consensus on the desire to shorten the length of the City Council public hearings and reduce redundant testimony. It was not desired to limit the Public’s opportunity to comment on a project and to be heard. The general desire is exactly the opposite and is focused on providing avenues for the public to provide new information related to a project, and reaffirming to the public they have been heard. It may be difficult to craft UDO amendments which limit public testimony in order to reduce redundancy, but at the same time allow all interested persons to speak on an application which naturally may duplicate testimony received by the Planning Commission.

Actions:

Guidelines for Public Testimony in Lieu of a “New Evidence” Hearing Approach

As a possible alternative, the Council could consider establishing some guidelines for public hearing testimony in an effort to reduce redundancy, tighten up the duration of meetings and enhance the significance of the Planning Commission in the evaluation process. Some options to consider for Council guidelines on public testimony could include the following:

- The City Council will allow all interested persons to provide testimony and evidence at public hearings. The public is encouraged to avoid redundant testimony by repeating testimony presented previously.
- Councilmembers are responsible for reviewing and understanding the evidence and testimony entered into the record before the Planning Commission, as well as the documentation presented in the City Council meeting packets.

- The City Council may request the applicant provide a short summary, but not a full presentation of the same testimony presented to the Planning Commission.
- The City Council may request City staff provide a short summary, but not a full presentation, or may forego an initial staff presentation, and ask staff any questions necessary to provide a full evaluation of the application.
- It is the intention of the City Council to rely on the record created by the Planning Commission and use additional and new evidence necessary at the City Council meeting to make a fully-informed decision on an application.

Packet Information

File #: 2019-2757, **Version:** 1

A discussion on staff's proposal for zoning regulations related to medical marijuana.

Issue/Request:

Staff is seeking feedback from the Council and Planning Commission on zoning regulations related to medical marijuana.

Key Issues:

Limits of our authority to regulate medical marijuana uses in the City, implications from the regulation of a newly legalized product and concerns about home grow operations.

Background:

On November 6, 2018 the voters of the State of Missouri approved amendment 2 that provided for the legalization of medical marijuana in the State. The new constitutional provisions took effect on December 6, 2018. These provisions impact multiple departments and activities of the City including; Zoning, Building Codes, Law Enforcement / Prosecution, and Business License. The law provides that the State Department of Health has 240 days from the effective date of the provision to establish rules and begin accepting applications for the various types of business activities related to the legalization provisions. The Council approved, on November 20, 2018, a resolution for an Administrative Delay, to allow the City integrate any rules the state would promulgate related to medical marijuana into our own code. The attachments to your packet include our suggestions for regulating medical marijuana in the Unified Development Ordinance.

Josh Johnson, Assistant Director of Development Services

DIVISION II – USES PERMITTED WITH CONDITIONS

A. Medical Marijuana-This section covers the following uses; Medical Marijuana Dispensary, Medical Marijuana Cultivation Facility, Medical Marijuana Extraction Facility and Medical Marijuana Testing Facility

B. General Standards

1. A business license shall be obtained annually, and the medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises. Add language about existing license.
2. Facilities must develop, implement, and maintain an odor control plan, which shall address odor mitigation practices including, but not limited to, engineering controls, such as system design and operational processes, which shall be reviewed and certified by a professional engineer or a certified industrial hygienist as sufficient to effectively mitigate odors for all odor sources. No use shall emit an odor that violates the provisions of Chapter 16, Section 302.1.2 Commercial Odor.
3. No medical marijuana business shall be located in a building that contains a residence.
4. All medical marijuana businesses shall be closed to the public between the hours of 10:00 P.M. and 6:00 A.M.; no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises during that time.
5. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a medical marijuana establishment.
6. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.
7. If multiple licenses are issued for one location, then restrictions for the highest intensity use shall apply.
8. Buffer- no cultivation, infused products manufacturing, dispensary, or testing facility shall be sited, at the time of application for license or for local zoning approval, whichever is earlier, within one thousand (1,000) feet of any then existing elementary or secondary school, daycare, or church.
 - i. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall

of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church.

- ii. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church.
- iii. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.

9. All other City Codes shall apply.

Sec. 8.340. - CPTED uses specified.

The following uses have been classified as "Uses with Conditions" per Division 2 of Article 6 of this chapter, having been determined with a tendency toward an increased risk of crime. Specific conditions for such uses are found in Division 2 of Article 6 and shall be required to be met prior to receiving any zoning approval, business license or approval to occupy any commercial space:

- C. Bank/financial services;
- D. Bank drive-thru facility;
- E. Check cashing and payday loan business;
- F. Convenience store (C-Store);
- G. Financial services with drive-up window or drive-thru facility;
- H. Pawn shop;
- I. Title loan business, if performing on site cash transactions with \$500.00 or more in cash on hand;
- J. Unattended self-serve gas pumps;
- K. Unsecured loan business;
- L. Medical Marijuana Dispensary
- M. Medical Marijuana Cultivation Facility
- N. Medical Marijuana Testing Facility
- O. Medical Marijuana Extraction Facility
- P. Other similar uses shall meet the same standards as the above.

Sec. 6.020. - Permitted, conditional and special use tables.

- A. Uses that are permitted by right or permitted by right but with conditions and uses permitted as special uses are shown in Table 6-1.
- B. In a PMIX District, permitted uses are specified as part of the zoning approval for each development.
- C. Any use not shown as a permitted, conditional or special use in a zoning district is specifically prohibited in that district.
- D. Uses that are allowed in the PMIX District pursuant to Table 6-1 may be modified by the Governing Body when it is determined that a better overall plan can be achieved.

Table 6-1
List of Permitted, Conditional and Special Uses

Use is permitted by right: P

Use is permitted by right but with conditions: C

Use may be permitted as a special use: S

Per approved plan: *

Use is not permitted:

	AG	RDR	RLL	R-1	RP-1	RP-2	RP-3	RP-4	PRO	NFO	TNZ	PO	CP-1	CP-2	CBD	CS	PI	AZ	PMIX
PRINCIPAL USES																			
Medical Marijuana																			
Dispensary														C		C	C		C
Cultivation Facility	C																C		
Testing Facility																	C		
Extraction Facility																	C		

Packet Information

File #: 2019-2761, **Version:** 1

Presentation and discussion of 2019 No Tax Increase Bond Initiatives

Issue/Request:

Presentation and discussion of 2019 No Tax Increase Bond Initiatives

Key Issues:

At the May 7, 2019 City Council meeting, the Mayor and City Council requested a presentation on curb replacement needs & activities to gain a better understanding of the needs and potential funding amount that may be necessary to include in the August 2019 No Tax Increase bond initiative. The presentation was requested to help determine: (1) whether or not to include an initiative for curb replacement, and (2) what amount should be targeted for the initiative if pursued. George Binger, City Engineer will be providing the presentation on curb replacement.

In addition to presenting information regarding the curb replacement needs, staff has prepared additional information related to the Network Infrastructure Phase I initiative that is now incorporated within the public safety ordinance/ballot initiative. After discussing the components of the project further with the Mayor and Council and amongst staff, the components within the Network Infrastructure Phase I initiative have been determined to be eligible to be included within the public safety ordinance/ballot initiative. The Network Infrastructure Phase I project information sheet has been updated as well as a graphic representation of the various components of the project(s) which are attached to this packet.

In the attached graphic, the respective projects entail the following:

Project 1: replace aerial with buried fiber along Douglas St. to Police HQ. Coming from Fire station 1.

Project 2: replace aerial with buried fiber along Hamblen Rd. to Public Works Operations.

Project 3: new buried fiber along 3rd, Ward, and Persels to Water operations to connect to Public Works Operations.

Project 4: new fiber to Fire Station 2 along Scruggs, Todd George, and Colbern Rds.

Project 5: new fiber along Jefferson St. to Harris Park Community Center (shelter) and additional internal wireless access

Project 6: new fiber along 3rd St. to Longview Rec Center (shelter) and additional internal wireless access.

Provided below are factors that have assisted in the determination that the Network Infrastructure Phase I initiative may be combined with the public safety related initiative:

* City Hall is the hub of the City's communications network, and connectivity between City Hall and Fire, Police and other facilities to maintain public safety is the primary motivation to undertake these communications improvements.

* Communication interconnectivity among the numerous City facilities (all types including City Hall, water facilities, public works facilities, fire, police, parks) is critical to a reliable communications network for public safety, both in terms of every-day public safety operations and in crisis situations resulting from serious weather events, natural disasters, fires, terrorism, public violence, shooting incidents and other life-threatening situations that require an immediate response and reliable communications.

* Much of the network communications improvements relate directly to the other items in the combined question, including (1) communications improvements to the new fire stations, (2) enhanced communications with the Police Station, and (3) improved wireless networked communications throughout the entire system to operate the new Police car video systems and body worn cameras. For example, this allows for watching live-time video at City facilities for personnel with in-vehicle or body-worn cameras that are out on an emergency call.

* The Longview Recreation Center network improvements have a public safety component because that facility also serves as a storm shelter.

Proposed City Council Motion:

Presentation and discussion only - ordinances related to these matters are placed subsequent to the presentation/discussion for consideration.

Background:

On January 15, 2019 City staff provided the Mayor and City Council with a presentation regarding the City's debt issuance capacity. The Mayor and City Council directed City staff prepare a listing of potential No Tax Increase (NTI) bond projects that could be considered for an August 2019 NTI bond election to maintain the City's current tax levy. The Mayor and City Council directed staff to work with the Community and Economic Development Committee (CEDC) to develop a recommendation(s) to present to the Mayor and City Council for an August NTI election. City staff presented proposed projects & initiatives to the CEDC on March 13th and to the Mayor and Council at the April 9, 2019 Work Session as well as the May 7, 2019 Regular Session meetings. The Mayor and City Council directed staff to prepare ordinances for NTI bond initiatives related to public safety and curb replacement, and requested a presentation prior to considering the ordinance(s).

The City has strived to maintain a consistent tax levy for debt service since the late 1990s. The City's tax levy is currently \$0.4697 per \$100.00 assessed valuation. The residents and the City benefit from the level maintenance of the tax levy through the avoidance of expensive tax elections, stability of tax revenues for support of infrastructure improvements, and stable tax bills for residents. The City plans to continue coordinating its funding needs and debt issuance to correspond with that tax levy cap.

In order to maintain a level tax levy for debt service for Calendar Year 2020 and after, it is necessary to place a ballot issue before the voters in 2019. We need to increase debt service requirements by at least approximately \$1.3 million based on a 3% annual increase in assessed valuation for Calendar Year 2020 alone to maintain the current debt service levy. The amount of debt service obligation required to maintain our current debt service levy is, in large part, based on changes in our assessed valuation. The examples below show the significant impact that changes in assessed valuation have on our debt service. As you can see, the

decision on the size of debt obligation to issue is a moving target. It is also impacted by changes in interest rates. Further, we do not typically receive our final assessed valuation from Jackson and Cass Counties until late September so we have a narrow window of time from October 1 to December 31 to respond and issue bonds in the event of a large unexpected increase.

3% increase in assessed valuation for 2019, 2020, 2021=\$1.3 million for 2020, \$10.3 million cumulative spend through 2022

5% increase in assessed valuation for 2019, 2020, 2021=\$1.7 million for 2020, \$12.1 million cumulative spend through 2022

7% increase in assessed valuation for 2019, 2020, 2021=\$2.1 million for 2020, \$14 million cumulative spend through 2022

To make our debt levy target manageable, the ballot issue should include authorization for bond issuance large enough to provide accommodation for unpredictable changes in assessed valuation and interest rates. Once we have authorization from the voters, we can manage our financing needs and the structure of each bond issue to match up our debt service requirements to the levy thereby avoiding large swings in our debt service levy.

Voter approval of an amount in the range of \$23 to \$30 million should meet the financing needs and allow the flexibility needed to maintain the debt levy. The Mayor and City Council chose not to pursue the full estimated bonding capacity at this time as the Citizen Strategic Plan is underway, therefore leaving some capacity for future community needs which may be considered through a future No Tax Increase bond initiative. The deadline for entities to certify elections to the Election Authority for an August 6, 2019 Special Election is May 28, 2019.

George Binger, City Engineer

Steve Marsh, Chief Technology Officer

Mark Dunning, Assistant City Manager

David Bushek, Chief Counsel of Economic Development & Planning

LS

Curb Replacement Funding Options

Discussion of Potential 2019 Bond Issue
Options for Curb Replacement

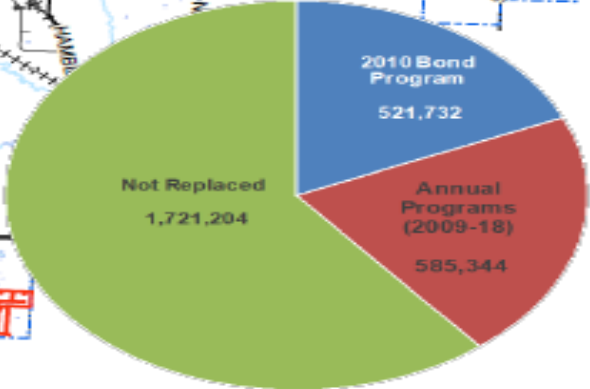
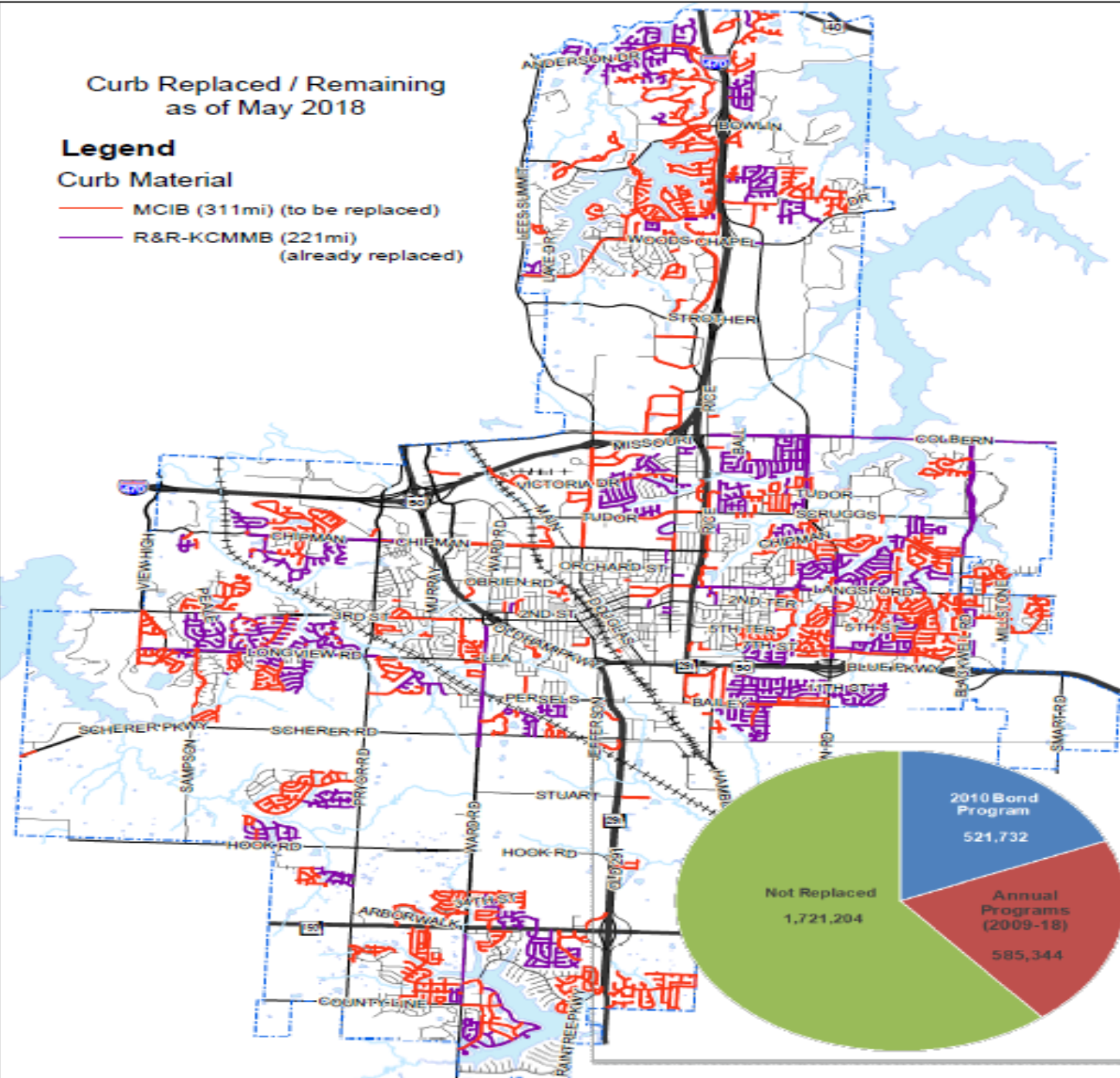
May 14, 2019

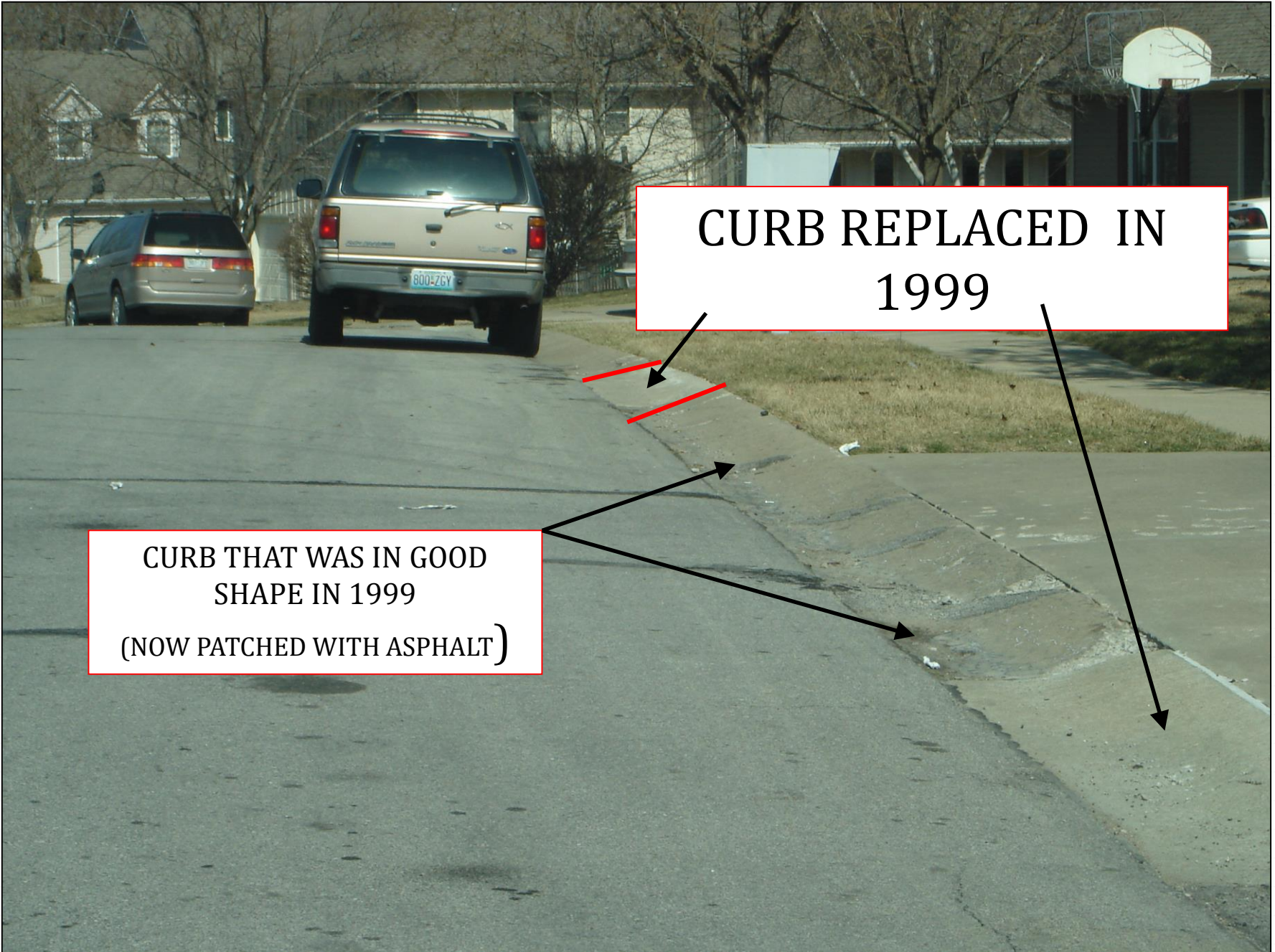
Curb Replaced / Remaining as of May 2018

Legend

Curb Material

- MCIB (311mi) (to be replaced)
- R&R-KCMMB (221mi)
(already replaced)





**CURB REPLACED IN
1999**

**CURB THAT WAS IN GOOD
SHAPE IN 1999
(NOW PATCHED WITH ASPHALT)**

Curb Replacement Programs

◦ Reactive:

- PW Ops Service Requests for small sections
- Typically movement or physical damage to curb
- \$180,000 budget in FY19 annual operating budget

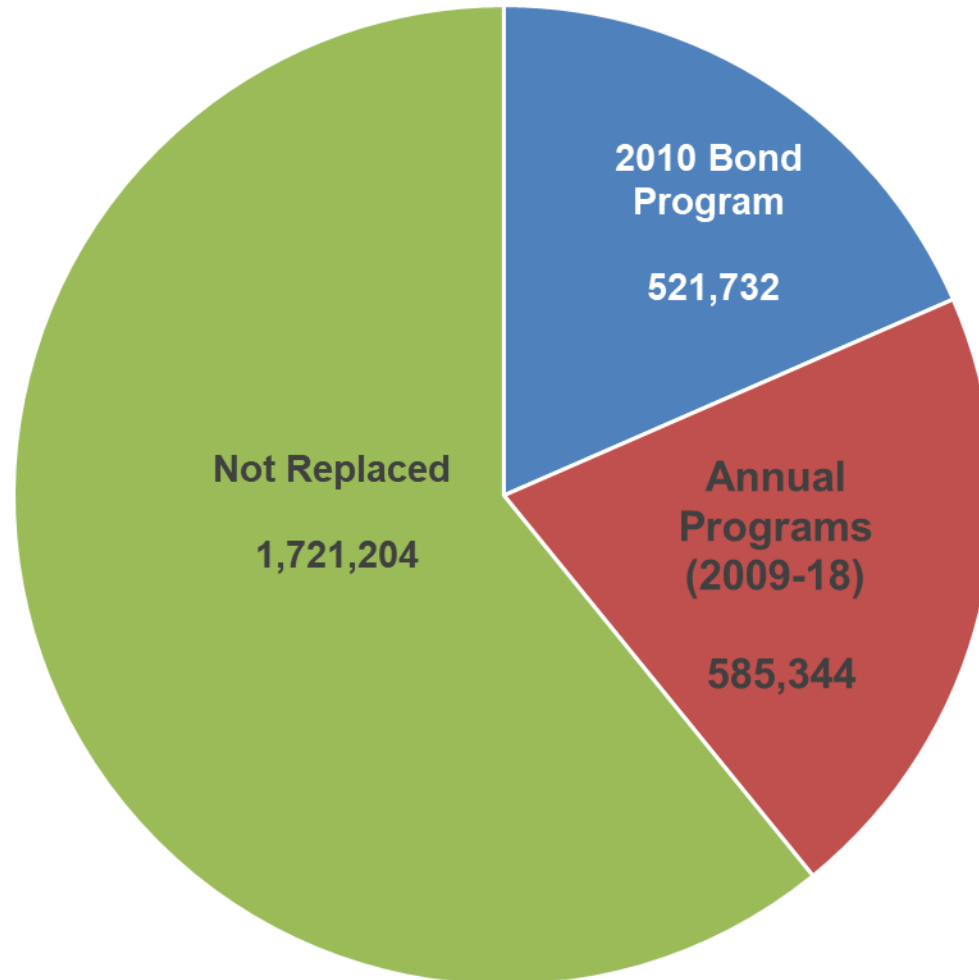
◦ Proactive:

- Replace large sections
- Expected to fail due to material defects
- Annual Program: \$1.5 M per year
- Coordinated with pavement overlay
- All work must install ADA compliant curb ramps

Material Defect Estimate

- o Estimate 535 miles total to be replaced
- o Annual Programs 2009-18: 110 miles
 - o Avg. 10-12 miles per year at \$1.5M per year
- o 2010 Bond: 111 miles in 3 years (\$12.3M)
 - o Curb: \$9.85M Sidewalk: \$2.5M
- o 324 Miles Remaining
 - o 27 to 32 years with current annual funding
 - o Curb replacement constrained to overlay work

Material Defect Issues



Bond Issue Acceleration

- o \$10M replaces about 75 miles
 - o Equals about 6 to 8 annual programs
 - o Reduces replacement time to 20 to 25 years
- o \$5M replaces about 37 miles
 - o Equals about 3 to 4 annual programs
 - o Reduces replacement time to 24 to 29 years
- o Allows to work ahead of overlay: worst first

2019 No Tax Increase Bond Issue Project Information

Project Name: Network Infrastructure Priorities Phase I

Estimated Project Costs: \$975,000

Project Timeframe: 1 – 2 years

Project Scope/Details:

Replace existing aerial fiber with new buried fiber:

- Along Douglas from fire station one, to police headquarters.
- From The intersection of Hamblen Rd and Bailey Rd to Public Works operations.

Lay new fiber network to complete network connectivity to all city facilities.

- Connect Water via 3rd, Ward and Persels
- Connect Fire Station 2, via Scruggs and Colbern Rd.
- Connect Harris Park via Jefferson
- Longview Rec Center, via 3rd St.

Project Narrative (describe project value to public):

There are two components to these projects. Those include replacement of aging existing infrastructure, and development of new infrastructure.

The City currently owns aerial fiber runs that connect several critical facilities, including Police Headquarters, City Hall, Animal Control and Public Works Operations. These lines are showing their age and we have been notified by our contractors that repairs and splices are now difficult because the glass fibers have become brittle, and will soon reach a point where a repair might not be able to be made. The lines are also aerial, attached to existing telecommunication and power poles. These aerial lines run in areas where there is significant tree cover, increasing the likelihood of downed limbs severing the network connections. The first component of this would be to bury fiber optic in the following locations:

- Along Douglas from fire station one, to police headquarters.
- From The intersection of Hamblen Rd and Bailey Rd to Public Works operations.

City Hall is the hub of the City's communications network, and connectivity between City Hall and Fire, Police and other facilities to maintain public safety is the primary motivation to undertake these communications improvements.

Communication interconnectivity among the numerous City facilities (all types including City Hall, water facilities, public works facilities, fire, police, parks) is critical to a reliable communications network for public safety, both in terms of every-day public safety operations and in crisis situations resulting from serious weather events, natural disasters, fires, terrorism, public violence, shooting incidents and other life-threatening situations that require an immediate response and reliable communications.

Much of the network communications improvements relate directly to the other items in the combined question, including (1) communications improvements to the new fire stations, (2) enhanced

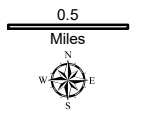
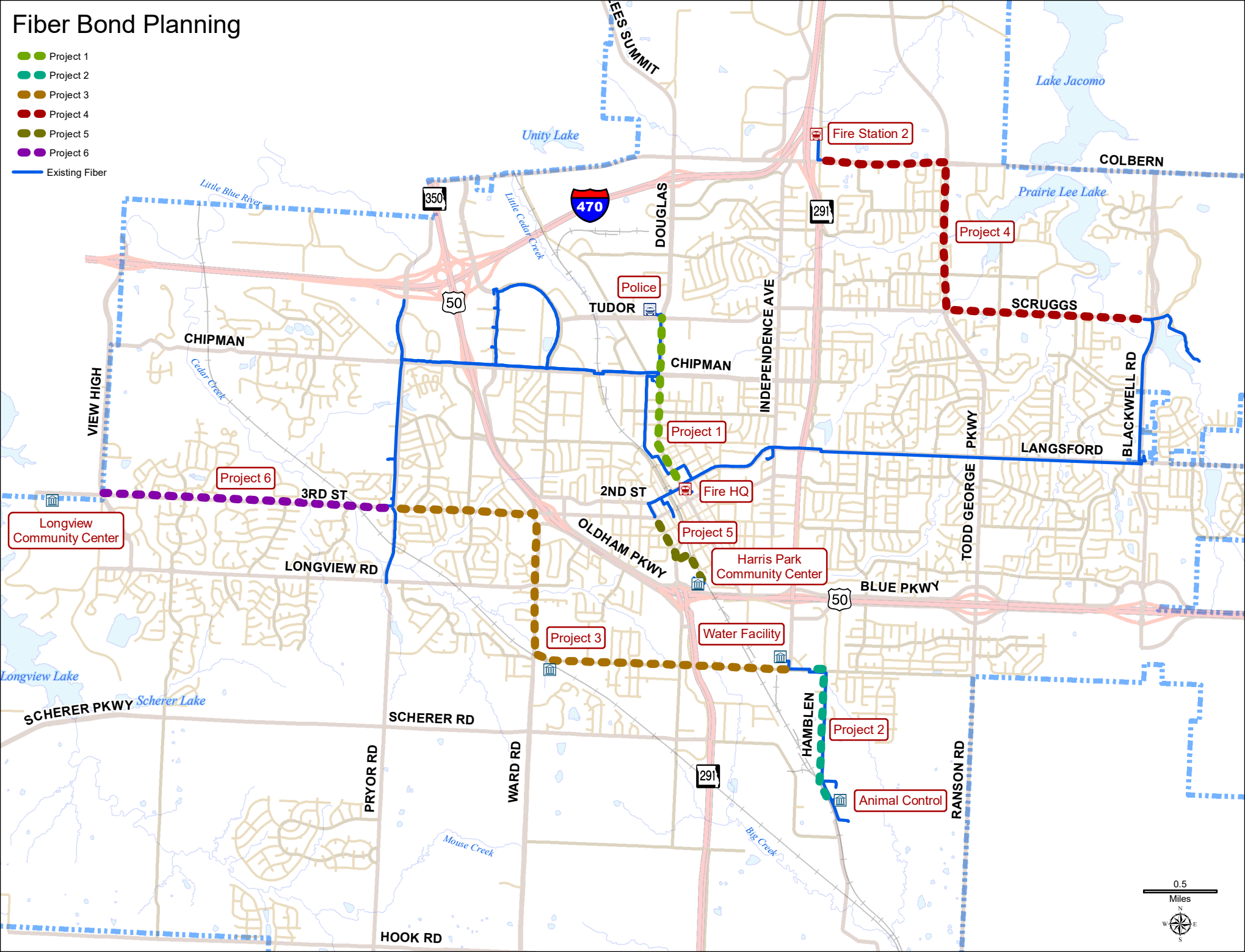
communications with the Police Station, and (3) improved wireless networked communications throughout the entire system to operate the new Police car video systems and body worn cameras. For example, this allows for watching live-time video at City facilities for personnel with in-vehicle or body-worn cameras that are out on an emergency call.

The Longview Recreation Center network improvements have a public safety component because that facility also serves as a storm shelter.

The City currently leases fiber network from the LS R7 school district to connect several of its facilities. The balance of phase of I is to implement city owned fiber to connect city facilities for IT needs, as well as support the growing need for fiber networks in other departments. Including Public Works, Police, and Fire.

Fiber Bond Planning

- Project 1
- Project 2
- Project 3
- Project 4
- Project 5
- Project 6
- Existing Fiber



Packet Information

File #: BILL NO. 19-110, **Version:** 1

An Ordinance Calling an Election to Authorize the Issuance of General Obligation Bonds for the City of Lee's Summit, Missouri, Related to Public Safety.

Issue/Request:

An Ordinance Calling an Election to Authorize the Issuance of General Obligation Bonds for the City of Lee's Summit, Missouri, Related to Public Safety

Key Issues:

City staff has prepared this ordinance and ballot language for the proposed public safety related "No Tax Increase" bond initiatives as identified by the Mayor and City Council for the August 6, 2019 special election. The Mayor and Council directed staff to prepare this ordinance with the initiatives noted below during the May 7, 2019 City Council consideration of the proposed bond initiatives. Initiatives within the attached ordinance/ballot question which total \$19,475,000 have been reviewed and approved by the City's bond counsel and now include:

- * New Fire Station #4 (land, building and fire apparatus) - \$7,000,000
- * New Fire Station #5 (land and building) - \$5,000,000
- * Police In-car video replacement system and Body worn cameras - \$1,000,000
- * Renovations and improvements to the Police & Courts facility - \$5,500,000
- * Fiber optic and wireless communications network to enhance communications and public safety - \$975,000 (see additional detailed information provided below regarding relationship to public safety)
 - City Hall is the hub of the City's communications network, and connectivity between City Hall and Fire, Police and other facilities to maintain public safety is the primary motivation to undertake these communications improvements.
 - Communication interconnectivity among the numerous City facilities (all types including City Hall, water facilities, public works facilities, fire, police, parks) is critical to a reliable communications network for public safety, both in terms of every-day public safety operations and in crisis situations resulting from serious weather events, natural disasters, fires, terrorism, public violence, shooting incidents and other life-threatening situations that require an immediate response and reliable communications.
 - Much of the network communications improvements relate directly to the other items in the combined question, including (1) communications improvements to the new fire stations, (2) enhanced communications with the Police Station, and (3) improved wireless networked communications throughout the entire system to operate the new Police car video systems and body worn cameras.
 - The Longview Recreation Center network improvements have a public safety component as the facility also serves as a storm shelter.

Proposed City Council Motion:

I move for second reading of an Ordinance Calling an Election to Authorize the Issuance of General Obligation Bonds for the City of Lee's Summit, Missouri, Related to Public Safety.

Background:

On January 15, 2019 City staff provided the Mayor and City Council with a presentation regarding the City's debt issuance capacity. The Mayor and City Council directed City staff prepare a listing of potential No Tax Increase (NTI) bond projects that could be considered for an August 2019 NTI bond election to maintain the City's current tax levy. The Mayor and City Council directed staff to work with the Community and Economic Development Committee (CEDC) to develop a recommendation(s) to present to the Mayor and City Council for an August NTI election. City staff presented proposed projects & initiatives to the CEDC on March 13th and to the Mayor and Council at the April 9, 2019 Work Session as well as the May 7, 2019 Regular Session meetings. The Mayor and City Council directed staff to prepare ordinances for NTI bond initiatives related to public safety and curb replacement. The proposed ordinances and ballot language has been reviewed and approved by the City's bond counsel.

The City has strived to maintain a consistent tax levy for debt service since the late 1990s. The City's tax levy is currently \$0.4697 per \$100.00 assessed valuation. The residents and the City benefit from the level maintenance of the tax levy through the avoidance of expensive tax elections, stability of tax revenues for support of infrastructure improvements, and stable tax bills for residents. The City plans to continue coordinating its funding needs and debt issuance to correspond with that tax levy cap.

In order to maintain a level tax levy for debt service for Calendar Year 2020 and after, it is necessary to place a ballot issue before the voters in 2019. We need to increase debt service requirements by at least approximately \$1.3 million based on a 3% annual increase in assessed valuation for Calendar Year 2020 alone to maintain the current debt service levy. The amount of debt service obligation required to maintain our current debt service levy is, in large part, based on changes in our assessed valuation. The examples below show the significant impact that changes in assessed valuation have on our debt service. As you can see, the decision on the size of debt obligation to issue is a moving target. It is also impacted by changes in interest rates. Further, we do not typically receive our final assessed valuation from Jackson and Cass Counties until late September so we have a narrow window of time from October 1 to December 31 to respond and issue bonds in the event of a large unexpected increase.

3% increase in assessed valuation for 2019, 2020, 2021=\$1.3 million for 2020, \$10.3 million cumulative spend through 2022

5% increase in assessed valuation for 2019, 2020, 2021=\$1.7 million for 2020, \$12.1 million cumulative spend through 2022

7% increase in assessed valuation for 2019, 2020, 2021=\$2.1 million for 2020, \$14 million cumulative spend through 2022

To make our debt levy target manageable, the ballot issue should include authorization for bond issuance large enough to provide accommodation for unpredictable changes in assessed valuation and interest rates. Once we have authorization from the voters, we can manage our financing needs and the structure of each bond issue to match up our debt service requirements to the levy thereby avoiding large swings in our debt service levy.

Staff has prepared informational project sheets and estimates for some of the recently discussed projects

which are attached to this packet form as well as a spreadsheet summarizing the potential projects.

Voter approval of an amount in the range of \$23 to \$30 million should meet the financing needs and allow the flexibility needed to maintain the debt levy. The Mayor and City Council chose not to pursue the full estimated bonding capacity at this time as the Citizen Strategic Plan is underway, therefore leaving some capacity for future community needs which may be considered through a future No Tax Increase bond initiative. The deadline for entities to certify elections to the Election Authority for an August 6, 2019 Special Election is May 28, 2019.

Timeline:

Proposed schedule for NTI bond issue moving forward:

May 14, 2019 - Mayor and City Council consider 1st reading of ordinance calling for August 6, 2019 NTI bond issue election.

May 21, 2019 - Mayor and Council consider adoption of ordinance calling for August 6, 2019 NTI bond issue election.

Prior to May 28, 2019 - City Clerk certification to Election Authority

Mark Dunning, Assistant City Manager
David Bushek, Chief Counsel of Economic Development & Planning
Bette Wordelman, Finance Director

Recommendation:

Staff recommends approval of this ordinance.

BILL NO. 19-110

AN ORDINANCE CALLING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE CITY OF LEE'S SUMMIT, MISSOURI, RELATED TO PUBLIC SAFETY.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri (the "City"), finds it necessary and hereby declares its intent to borrow \$19,475,000 for the purpose of acquiring land, making certain improvements and acquiring equipment for public safety purposes (the "Projects").

SECTION 2. An election is hereby ordered to be held in the City of Lee's Summit, Missouri, on the public election date on Tuesday, August 6, 2019, on the following question:

Shall the City of Lee's Summit, Missouri, issue its general obligation bonds in the amount of \$19,475,000 for the purpose of acquiring land, making certain improvements and acquiring equipment for public safety purposes including (a) the acquisition, construction, furnishing and equipping of a new fire station and the purchase of associated apparatus to replace Fire Station No. 4, (b) the acquisition, construction, furnishing and equipping of a new fire station to replace Fire Station No. 5, (c) the acquisition and installation of new police automobile video systems and police body-worn camera systems, (d) renovations and improvements to enhance facility security, public access, customer service and operational efficiency in the Police and Courts Municipal Building and (e) purchasing and installing new infrastructure to renovate, improve and upgrade the City's wireless and fiber optic communications network among City Hall and other City facilities?

SECTION 3. The voter approval of the Bonds will authorize the levy and collection of an annual tax in addition to the other taxes provided for by law on all taxable tangible property in the City, sufficient to pay the interest and principal of the Bonds as they fall due and to retire the same within twenty (20) years from the date thereof.

SECTION 4. The form of Notice of Election showing said question, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION 5. The City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of Jackson County, Missouri, and the County Clerk of Cass County, Missouri, of the passage of this Ordinance no later than 4:00 P.M. on Tuesday, May 28, 2019, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo, as amended.

SECTION 6. The City expects to make expenditures on and after the date of passage of this Ordinance in connection with the Projects, and the City intends to reimburse itself for such expenditures with the proceeds of the Bonds. The maximum principal amount of Bonds expected to be issued for the Projects is set forth in Section 1.

BILL NO. 19-110

SECTION 7. This Ordinance shall be in full force and effect from and after its passage and approval.

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said City this _____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

City Attorney Brian W. Head

BILL NO. 19-110

NOTICE OF ELECTION

CITY OF LEE'S SUMMIT, MISSOURI

Notice is hereby given to the qualified voters of the City of Lee's Summit, Missouri, that the City Council has called an election to be held on August 6, 2019, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

OFFICIAL BALLOT
ELECTION – AUGUST 6, 2019
CITY OF LEE'S SUMMIT, MISSOURI

Shall the City of Lee's Summit, Missouri, issue its general obligation bonds in the amount of \$19,475,000 for the purpose of acquiring land, making certain improvements and acquiring equipment for public safety purposes including (a) the acquisition, construction, furnishing and equipping of a new fire station and the purchase of associated apparatus to replace Fire Station No. 4, (b) the acquisition, construction, furnishing and equipping of a new fire station to replace Fire Station No. 5, (c) the acquisition and installation of new police automobile video systems and police body-worn camera systems, (d) renovations and improvements to enhance facility security, public access, customer service and operational efficiency in the Police and Courts Municipal Building and (e) purchasing and installing new infrastructure to renovate, improve and upgrade the City's wireless and fiber optic communications network among City Hall and other City facilities?

YES
NO

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

The election will be held at the following polling places in the City:

PRECINCT

POLLING PLACE

DATED: _____, 2019.

Board of Election Commissioners of Jackson
County, Missouri

Cass County Clerk

2019 No Tax Increase Bond Projects			Identified Projects
Projects (not listed in any particular order)	Amount	Timeframe	
New Fire Station #4 (land, building, fire apparatus)	\$7,000,000	2 - 3 years	\$7,000,000 (flexibility on apparatus)
New Fire Station #5 (land and building)	\$5,000,000	2 - 3 years	\$5,000,000
Police In Car Video Replacement & Body Worn Cameras	\$1,000,000	1 year	\$1,000,000
Police/Courts Building Security Renovations	\$5,500,000	2.5 years	\$5,500,000
Network Infrastructure Priorities Phase I	\$975,000	1 - 2 years	\$975,000
City Curb Replacement	Any available	Flexible	\$450,000
2019 NTI bond issue total			\$19,925,000

2019 No Tax Increase Bond Issue Project Information

Project Name: Fire Station #4

Estimated Project Costs: \$7,000,000 (Capital expense including land, building and fire apparatus)

Project Timeframe: This would be in conjunction with the larger overall scope of the re-development of the northern portion of the City regarding fire protection. This is anticipated to begin within a 2-3 year period.

Project Scope/Details: This project is the second part of the redeployment of first response units in the northern portion of the City. Station #4 has long since reached its maximum capacity and also due to its age and location, is in need of replacement as noted in the 2015 and 2019 Standards of Cover and the 2016 accreditation report, sections 2B.5, 6B.1 and 6B.4. With an additional station in the northern portion of the City, it is intended that the location of new Station 4 would be re-located, effectively creating 2 fire response areas out of the area that was previously served by current Fire Station #4.

Project Narrative (describe project value to public): This project will replace an existing station that is in need of replacement. This will also serve to redistribute Fire Department response apparatus to better serve the current population and development and provide a much more efficient location to serve the northern area of the City in anticipation of a large amount of future development. This approach addresses two concerns in the replacement of an aging and outdated fire station, as well as prepare for future growth and expansion of services in the northern portion of the City.

2019 No Tax Increase Bond Issue Project Information

Project Name: Fire Station #5

Estimated Project Costs: \$5,000,000 (Capital expense including land and building)

Project Timeframe: This project would replace current Fire Station #5 within 2-3 years

Project Scope/Details: Current Fire Station #5 has reached its capacity and can no longer accommodate additional units for further development or population expansion. This Station also does not conform to current standards on accommodations for personnel, technology advances, or health and wellness changes that have occurred for cancer prevention. Additionally the location of the current fire station #5 is not ideal to a long-term deployment plan, as described in the 2015 and 2019 Standards of Cover, and within the 2016 accreditation report sections 6B.1 and 6B.4.

Project Narrative (describe project value to public): This project will replace an existing station that has exceeded its service life. This will also serve to redistribute Fire Department response apparatus to better serve the current population and development and provide a much more effective location to serve the southern area of the City in anticipation of a large amount of future development. This approach addresses two concerns in the replacement of an aging and outdated fire station, as well as prepare for future growth and expansion of services in the southern portion of the City.

2019 No Tax Increase Bond Issue Project Information

Project Name: Police in car video system replacement and body worn camera

Estimated Project Costs: \$1,000,000

Project Timeframe: One (1) year

Project Scope/Details: Complete replacement of the current audio and video recording system in the patrol cars. Addition of body worn cameras and data storage solution.

Project Narrative (describe project value to public):

In car camera and body-worn camera systems are commonplace with policing in America. The camera systems provide transparency for the community and safety for law enforcement. In addition, both are great tools for capturing and documenting evidence of crime.

Our current system is unreliable and outdated technology. Picture quality, audio clarity, and range have all advanced. In addition, the degree of recording coverage has expanded with new technology. The courts have set expectations for securing and providing this electronic evidence. Failing to provide this evidence or losing this evidence due to antiquated systems leads to mistrust.

As of 2017, our current provider no longer supported the maintenance of our data server because of its age. In 2018, we discovered that the server hardware was no longer able to update because of its age. If the server were to fail, we would have no way of recovering the audio and video stored.

Society today has an expectation for transparency. Courts and Prosecutors rely on video and audio technology more today than ever. In many instances, it is more valuable than eyewitness testimony. Both systems have proven to provide additional evidence and perspective in critical situations.

2019 No Tax Increase Bond Issue Project Information

Project Name: Police/Courts Building Security Renovations

Estimated Project Costs: \$5.5 million

Project Timeframe: 2.5 years post-funding

Project Scope/Details: The police building was constructed just over twenty years ago. While the building remains structurally sound, security needs have become more heightened and it does not meet standards for security for police, the courts, or the prosecutor's office. A study was commissioned in January, 2019, for Treanor Architects to evaluate the building and produce recommendations for renovations, to address:

- Enhancing facility security and public access
- Improving customer service to the public through better design
- Increasing operational efficiency
- Meeting the needs of a workforce growing in diversity
- Providing work space that meets modern demands, thereby improving recruitment and retention of staff

While the study is not yet complete, the initial estimate to make building improvements to meet these needs is \$5.5 million.

Project Narrative (describe project value to public):

Unfortunately, threats to government facilities, to include police and courts, have grown over the past two decades. Modern police buildings have restricted public access, yet still provide a welcoming environment for the variety of police services needed. Modern courts have screening procedures yet public access for routine matters, such as obtaining court records or paying fines. The structure of the current Police and Courts Building in Lee's Summit does not meet these needs. However, renovations could work within the current facility to provide good security along with an excellent citizen experience.

Within the Police and Courts Building, workspaces have grown, operational structures have adapted, and laws have changed with have created a need to rethink space design. Ideally, buildings should be structured to provide a "flow" that maximizes operational efficiency. Over time, as buildings age, spaces move, are retrofitted, and personnel structures change and prior designs suffer as a result. The Police and Courts Building needs to be restructured to meet contemporary needs.

The Police Department workforce is becoming more diverse. The number of women working for the police department is growing and the current locker room facilities need to be expanded. It is anticipated that this growth will continue in the coming years.

The work spaces for the Police and Courts are functionally good, although there is room for improvement to provide conveniences similar to comparator jurisdictions nearby. This becomes important for the recruitment and retention of staff.

2019 No Tax Increase Bond Issue Project Information

Project Name: Network Infrastructure Priorities Phase I

Estimated Project Costs: \$975,000

Project Timeframe: 1 – 2 years

Project Scope/Details:

Replace existing aerial fiber with new buried fiber:

- Along Douglas from fire station one, to police headquarters.
- From The intersection of Hamblen Rd and Bailey Rd to Public Works operations.

Lay new fiber network to complete network connectivity to all city facilities.

- Connect Water via 3rd, Ward and Persels
- Connect Fire Station 2, via Scruggs and Colbern Rd.
- Connect Harris Park via Jefferson
- Longview Rec Center, via 3rd St.

Project Narrative (describe project value to public):

There are two components to these projects. Those include replacement of aging existing infrastructure, and development of new infrastructure.

The City currently owns aerial fiber runs that connect several critical facilities, including Police Headquarters, City Hall, Animal Control and Public Works Operations. These lines are showing their age and we have been notified by our contractors that repairs and splices are now difficult because the glass fibers have become brittle, and will soon reach a point where a repair might not be able to be made. The lines are also aerial, attached to existing telecommunication and power poles. These aerial lines run in areas where there is significant tree cover, increasing the likelihood of downed limbs severing the network connections. The first component of this would be to bury fiber optic in the following locations:

- Along Douglas from fire station one, to police headquarters.
- From The intersection of Hamblen Rd and Bailey Rd to Public Works operations.

City Hall is the hub of the City's communications network, and connectivity between City Hall and Fire, Police and other facilities to maintain public safety is the primary motivation to undertake these communications improvements.

Communication interconnectivity among the numerous City facilities (all types including City Hall, water facilities, public works facilities, fire, police, parks) is critical to a reliable communications network for public safety, both in terms of every-day public safety operations and in crisis situations resulting from serious weather events, natural disasters, fires, terrorism, public violence, shooting incidents and other life-threatening situations that require an immediate response and reliable communications.

Much of the network communications improvements relate directly to the other items in the combined question, including (1) communications improvements to the new fire stations, (2) enhanced

communications with the Police Station, and (3) improved wireless networked communications throughout the entire system to operate the new Police car video systems and body worn cameras. For example, this allows for watching live-time video at City facilities for personnel with in-vehicle or body-worn cameras that are out on an emergency call.

The Longview Recreation Center network improvements have a public safety component because that facility also serves as a storm shelter.

The City currently leases fiber network from the LS R7 school district to connect several of its facilities. The balance of phase of I is to implement city owned fiber to connect city facilities for IT needs, as well as support the growing need for fiber networks in other departments. Including Public Works, Police, and Fire.

Packet Information

File #: BILL NO. 19-111, **Version:** 1

An Ordinance Calling an Election to Authorize the Issuance of General Obligation Bonds for the City of Lee's Summit, Missouri, Related to Curb Replacements and Improvements.

Issue/Request:

An Ordinance Calling an Election to Authorize the Issuance of General Obligation Bonds for the City of Lee's Summit, Missouri, Related to Curb Replacements and Improvements.

Key Issues:

City staff has prepared this ordinance and ballot language for the proposed curb replacement and improvement "No Tax Increase" bond initiative in an amount to be determined as directed by the Mayor and Council during the May 7, 2019 consideration of this matter. If the Mayor and Council determine the pursuit of an identified amount for curb replacement is desired, the Mayor and Council may insert the determined amount into the ordinance.

Proposed City Council Motion:

I move for second reading, An Ordinance Calling an Election to Authorize the Issuance of General Obligation Bonds for the City of Lee's Summit, Missouri, Related to Curb Replacements and Improvements and inserting \$ (state amount) within Sections 1 & 2 and the notice of election/ballot question within said ordinance.

Background:

On January 15, 2019 City staff provided the Mayor and City Council with a presentation regarding the City's debt issuance capacity. The Mayor and City Council directed City staff prepare a listing of potential No Tax Increase (NTI) bond projects that could be considered for an August 2019 NTI bond election to maintain the City's current tax levy. The Mayor and City Council directed staff to work with the Community and Economic Development Committee (CEDC) to develop a recommendation(s) to present to the Mayor and City Council for an August NTI election. City staff presented proposed projects & initiatives to the CEDC on March 13th and to the Mayor and Council at the April 9, 2019 Work Session as well as the May 7, 2019 Regular Session meetings. The Mayor and Council directed staff to prepare the ordinance/ballot language for curb replacement with an amount to be determined after further presentation, discussion and deliberation. Staff has prepared the ordinance accordingly should the Mayor and Council wish to place a NTI ballot initiative on the August 6, 2019 special election.

The City has strived to maintain a consistent tax levy for debt service since the late 1990s. The City's tax levy is currently \$0.4697 per \$100.00 assessed valuation. The residents and the City benefit from the level maintenance of the tax levy through the avoidance of expensive tax elections, stability of tax revenues for support of infrastructure improvements, and stable tax bills for residents. The City plans to continue coordinating its funding needs and debt issuance to correspond with that tax levy cap.

In order to maintain a level tax levy for debt service for Calendar Year 2020 and after, it is necessary to place a ballot issue before the voters in 2019. We need to increase debt service requirements by at least approximately \$1.3 million based on a 3% annual increase in assessed valuation for Calendar Year 2020 alone to maintain the current debt service levy. The amount of debt service obligation required to maintain our current debt service levy is, in large part, based on changes in our assessed valuation. The examples below show the significant impact that changes in assessed valuation have on our debt service. As you can see, the decision on the size of debt obligation to issue is a moving target. It is also impacted by changes in interest rates. Further, we do not typically receive our final assessed valuation from Jackson and Cass Counties until late September so we have a narrow window of time from October 1 to December 31 to respond and issue bonds in the event of a large unexpected increase.

3% increase in assessed valuation for 2019, 2020, 2021=\$1.3 million for 2020, \$10.3 million cumulative spend through 2022

5% increase in assessed valuation for 2019, 2020, 2021=\$1.7 million for 2020, \$12.1 million cumulative spend through 2022

7% increase in assessed valuation for 2019, 2020, 2021=\$2.1 million for 2020, \$14 million cumulative spend through 2022

To make our debt levy target manageable, the ballot issue should include authorization for bond issuance large enough to provide accommodation for unpredictable changes in assessed valuation and interest rates. Once we have authorization from the voters, we can manage our financing needs and the structure of each bond issue to match up our debt service requirements to the levy thereby avoiding large swings in our debt service levy.

Voter approval of an amount in the range of \$23 to \$30 million should meet the financing needs and allow the flexibility needed to maintain the debt levy. The Mayor and City Council chose not to pursue the full estimated bonding capacity at this time as the Citizen Strategic Plan is underway, therefore leaving some capacity for future community needs which may be considered through a future No Tax Increase bond initiative. The deadline for entities to certify elections to the Election Authority for an August 6, 2019 Special Election is May 28, 2019.

Timeline:

Proposed schedule for NTI bond issue moving forward:

May 14, 2019 - Mayor and City Council consider 1st reading of ordinance for August 6, 2019 NTI bond issue election

May 21, 2019 - Mayor and City Council consider 2nd reading/adoption of ordinance calling for August 6, 2019 NTI bond issue election.

Prior to May 28, 2019 - City Clerk certification to Election Authority

Mark Dunning, Assistant City Manager

David Bushek, Chief Counsel of Economic Development & Planning
Bette Wordelman, Finance Director

Recommendation:

Staff recommends approval of the ordinance (and inserting the determined amount) if the Mayor and Council determine curb replacement initiative shall be included in the August 6, 2019 special election.

BILL NO. 19-111

AN ORDINANCE CALLING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE CITY OF LEE'S SUMMIT, MISSOURI, RELATED TO CURB RELACEMENTS AND IMPROVEMENTS.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri (the "City"), finds it necessary and hereby declares its intent to borrow \$_____ for the purpose of making improvements to street curbs in City rights-of-ways (the "Projects").

SECTION 2. An election is hereby ordered to be held in the City of Lee's Summit, Missouri, on the public election date on Tuesday, August 6, 2019, on the following question:

Shall the City of Lee's Summit, Missouri, issue its general obligation bonds in the amount of \$_____ for the purpose of replacing and improving street curbs within City rights-of-way?

SECTION 3. The voter approval of the Bonds will authorize the levy and collection of an annual tax in addition to the other taxes provided for by law on all taxable tangible property in the City, sufficient to pay the interest and principal of the Bonds as they fall due and to retire the same within twenty (20) years from the date thereof.

SECTION 4. The form of Notice of Election showing said question, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION 5. The City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of Jackson County, Missouri, and the County Clerk of Cass County, Missouri, of the passage of this Ordinance no later than 4:00 P.M. on Tuesday, May 28, 2019, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo, as amended.

SECTION 6. The City expects to make expenditures on and after the date of passage of this Ordinance in connection with the Projects, and the City intends to reimburse itself for such expenditures with the proceeds of the Bonds. The maximum principal amount of Bonds expected to be issued for the Projects is set forth in Section 1.

SECTION 7. This Ordinance shall be in full force and effect from and after its passage and approval.

BILL NO. 19-111

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

BILL NO. 19-111

NOTICE OF ELECTION

CITY OF LEE'S SUMMIT, MISSOURI

Notice is hereby given to the qualified voters of the City of Lee's Summit, Missouri, that the City Council has called an election to be held on August 6, 2019, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

OFFICIAL BALLOT
ELECTION – AUGUST 6, 2019
CITY OF LEE'S SUMMIT, MISSOURI

Shall the City of Lee's Summit, Missouri, issue its general obligation bonds in the amount of \$___ for the purpose of replacing and improving street curbs within City rights-of-way?

YES
NO

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

The election will be held at the following polling places in the City:

PRECINCT

POLLING PLACE

DATED: _____, 2019.

Board of Election Commissioners of Jackson
County, Missouri

Cass County Clerk

2019 No Tax Increase Bond Issue Project Information

Project Name: Curb Replacement

Estimated Project Costs: Any amount available

Project Timeframe: Flexible

Project Scope/Details: Replacement of deteriorated curbs is an ongoing program. Staff estimates there is still more than \$20,000,000 worth of curb work needed throughout the City. The annual curb program completes about \$1,000,000 of work each year. The widespread deterioration of curbs is due to a poor quality of limestone available in the metro area in the 1990s and early 2000s. This issue was not discovered until deterioration became a problem for many cities. Once the issue was identified, specifications for aggregate in concrete were changed to prevent future problems.

Project Narrative (describe project value to public): The benefits of this project are increased safety for drivers as well as protection of existing pavements. The large cracks and holes in the gutter can be hazardous for drivers and potentially cause damage to vehicles. The cracks and holes also allow additional water to infiltrate beneath the adjacent pavement causing soft areas in the subgrade that can result in cracking and potholes in the pavement.

2019 No Tax Increase Bond Projects			Identified Projects
Projects (not listed in any particular order)	Amount	Timeframe	
New Fire Station #4 (land, building, fire apparatus)	\$7,000,000	2 - 3 years	\$7,000,000 (flexibility on apparatus)
New Fire Station #5 (land and building)	\$5,000,000	2 - 3 years	\$5,000,000
Police In Car Video Replacement & Body Worn Cameras	\$1,000,000	1 year	\$1,000,000
Police/Courts Building Security Renovations	\$5,500,000	2.5 years	\$5,500,000
Network Infrastructure Priorities Phase I	\$975,000	1 - 2 years	\$975,000
City Curb Replacement	Any available	Flexible	\$450,000
2019 NTI bond issue total			\$19,925,000

Packet Information

File #: RES. NO. 19-06, **Version:** 1

A Resolution authorizing the Mayor to appoint a successor director to replace Conrad Lamb to the I-470 and View High Community Improvement District.

Issue/Request:

A resolution authorizing the Mayor to appoint successor director to the I-470 and View High Community Improvement District.

Key Issues:

The I-470 and View High Community Improvement District (the "District") was established on December 10, 2015 by Ordinance No. 7762.

The District is run by a Board of Directors. The Community Improvement District (CID) Act and the District By-laws provide for the Mayor of the City to appoint Successor Directors of the District, with the consent of the City Council.

Because Conrad Lamb, Successor Director is no longer employed by the City, the attached Resolution if approved, would appoint Bette Wordelman to replace Conrad Lamb, and complete his term to expire 2021.

Proposed City Council Motion:

I move approval of the Resolution authorizing the Mayor to appoint successor director to the I-470 and View High Community Improvement District.

Bette Wordelman, Director of Finance

Recommendation:

Staff recommends approval of the Resolution

RESOLUTION 19-06

A RESOLUTION AUTHORIZING THE MAYOR TO APPOINT A SUCCESSOR DIRECTOR TO REPLACE CONRAD LAMB TO THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the I-470 and View High Community Improvement District (the "District"), established Ordinance the City Council of the City of Lee's Summit, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the RSMo, as amended (the "CID Act"); and

WHEREAS, the CID Act and the District Bylaws provide for the Mayor of the City to appoint Successor Directors of the District, with the consent of the City Council, and the District Bylaws set forth that Successor Directors shall serve for a term of three years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT AS FOLLOWS:

SECTION 1. That the Mayor hereby appoints, and the City Council approves the appointment of, Bette Wordelman to replace Conrad Lamb, and complete his term to expire 2021.

SECTION 2. That this Resolution shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

City Attorney Brian W. Head

Packet Information

File #: RES. NO. 19-07, **Version:** 1

A Resolution authorizing the Mayor to appoint a successor director to replace Conrad Lamb to the Highway 50 & Todd George Community Improvement District.

Issue/Request:

A Resolution authorizing the Mayor to appoint a successor director to replace Conrad Lamb to the Highway 50 & Todd George Community Improvement District.

Key Issues:

The Highway 50 and Todd George Community Improvement District (the "District") was established on March 3, 2013, by Ordinance No. 7315.

The District is run by a Board of Directors. The CID Act and Article III Section 5 of the District Bylaws provide for the Mayor of the City to appoint Successor Directors of the District, with the consent of the City Council.

Because Conrad Lamb, Successor Director is no longer employed by the City, the attached Resolution if approved, would appoint Robin Blum, Assistant Finance Director/Cash and Debt, to replace Conrad Lamb, and complete his term to expire March 25, 2020.

Proposed City Council Motion:

A Resolution authorizing the Mayor to appoint a successor director to replace Conrad Lamb to the Highway 50 & Todd George Community Improvement District.

Bette Wordelman, Director of Finance

Staff recommends approval of the Resolution

RESOLUTION 19-07

A RESOLUTION AUTHORIZING THE MAYOR TO APPOINT A SUCCESSOR DIRECTOR TO REPLACE CONRAD LAMB TO THE HIGHWAY 50 & TODD GEORGE COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Highway 50 and Todd George Community Improvement District (the "District"), established on March 3, 2013, by Ordinance No. 7315 of the City Council of the City of Lee's Summit, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the RSMo, as amended (the "CID Act"); and,

WHEREAS, the CID Act and Article III Section 3 of the District Bylaws provide for the Mayor of the City to appoint Successor Directors of the District, with the consent of the City Council, and the District Bylaws set forth that Successor Directors shall serve for a term of three years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT AS FOLLOWS:

SECTION 1. That the Mayor hereby appoints, and the City Council approves the appointment of Robin Blum, Assistant Finance Director/Cash and Debt, to replace Conrad Lamb and serve the rest of his term through March 25, 2020.

SECTION 2. That this Resolution shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

City Attorney Brian W. Head

Packet Information

File #: RES. NO. 19-08, **Version:** 1

A Resolution authorizing the Mayor to appoint a member to the Board of Directors of the Southwest I-470 Transportation Development District to replace Conrad Lamb.

Issue/Request:

A Resolution authorizing the Mayor to appoint a member to the Board of Directors of the Southwest I-470 Transportation Development District to replace Conrad Lamb.

Key Issues:

This resolution will appoint the replacement of Conrad Lamb to the Board of Directors of the Southwest I-470 TDD.

Proposed City Council Motion:

I move for second reading of A Resolution authorizing the Mayor to appoint a member to the Board of Directors of the Southwest I-470 Transportation Development District to replace Conrad Lamb.

Background:

Pursuant to Section 238.220.3(1) of the TDD Act, the Board of Directors of the District consists of the presiding officer of each local transportation authority within the District and one person designated by the governing body of each local transportation authority within the District. The City is a local transportation authority as defined by the TDD Act.

The Mayor is automatically on the TDD board of directors pursuant to state statute, and the City is required to appoint a second person to represent the City.

Because Conrad Lamb is no longer employed by the City, the attached Resolution if approved, would appoint Robin Blum, Assistant Finance Director/Cash and Debt, to replace Conrad Lamb.

Bette Wordelman, Director of Finance

Staff recommends adoption of the resolution

RESOLUTION 19-08

A RESOLUTION AUTHORIZING THE MAYOR TO APPOINT A MEMBER TO THE BOARD OF DIRECTORS OF THE SOUTHWEST I-470 TRANSPORTATION DEVELOPMENT DISTRICT TO REPLACE CONRAD LAMB.

WHEREAS, on May 23, 2016, pursuant to Section 238.207.5, RSMo, the City of Lee's Summit, Missouri (the "City"), filed in the Circuit Court of Jackson County, Missouri a petition to create the Southwest I-470 Transportation Development District (the "District"); and

WHEREAS, on September 12, 2016, by order of the Circuit Court of Jackson County, Missouri, the District was formed, subject to approval of the District by the qualified voters within the proposed District area; and

WHEREAS, Section 238.220.3(1), RSMo, provides that the District's board of directors shall consist of the presiding officer of each local transportation authority within the District (which will be the Mayor for the City) and one person designated by the governing body of each local transportation district within the District; and

WHEREAS, the City Council now desires to make an appointment to the District Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT AS FOLLOWS:

SECTION 1. Robin Blum is hereby appointed as a member of the Board of Directors of the District on behalf of the City to replace Conrad Lamb.

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

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED AND APPROVED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

Packet Information

File #: BILL NO. 19-109, Version: 1

An Ordinance authorizing the award of RFP No. 2019-067 for custodial services for a one-year term with up to four, one-year renewals to H2O Window Cleaning, LLC (Agreement No. 2019-067-1) and Max10, LLC dba Top Brass Building Services (Agreement No. 2019-067-2) and authorizing the City Manager to enter into and execute agreements for the same by and on behalf of the City of Lee's Summit, Missouri.

(Note: First reading by City Council on May 7, 2019.)

Issue/Request:

An ordinance authorizing the award of RFP No. 2019-067 for custodial services for a one-year term with up to four, one-year renewals to H2O Window Cleaning, LLC (Agreement No. 2019-067-1) and Max10, LLC dba Top Brass Building Services (Agreement No. 2019-067-2) and authorizing the City Manager to enter into and execute agreements for the same by and on behalf of the City of Lee's Summit, Missouri.

Key Issues:

The Procurement & Contract Services Division issued RFP 2019-067 on March 1, 2019 for custodial services. RFP was advertised and available through the Public Purchase e-procurement system. Thirty-three (33) firms were notified by Public Purchase of this RFQ. Twenty-eight (28) firms downloaded the RFP. Seven (7) submittals (H2O Window Cleaning, LLC; Max10, LLC dba Top Brass Building Services; City Wide Maintenance; J&R Investments; Lane's Cleaning; Majestic Franchising; and Town and Country Building Services) were received by the Procurement and Contract Services Division by the deadline date of March 22, 2019. A copy of the proposal and interview composite score sheet is attached.

The contracted services include providing custodial services five days a week to the Water Utilities building, City Hall, Fire Headquarters, Maintenance Facility, Police Department, Amtrak, and the Animal Control building. The contractors will provide day porters and night cleaning services as assigned and at designated times. The contractor will empty trash and recycling, vacuum, wet mop, floor finish, dust, damp wipe, disinfect, rinse, clean moving glass, clean breakrooms, clean offices, clean entrances and lobbies, clean conference rooms and clean bathrooms.

Based on the submitted proposals, the project evaluation committee recommends the dual award of RFP No. 2019-067 to H2O Window Cleaning, LLC and Max10, LLC dba Top Brass Building Services. The contract has an annual not to exceed cost of \$250,000, and an initial one-year term, with an option to renew for up to four (4) additional one-year periods.

City Council Motion:

I move for adoption of an Ordinance authorizing the award of RFP No. 2019-067 for custodial services for a one-year term with up to four, one-year renewals to H2O Window Cleaning, LLC (Agreement No. 2019-067-1) and Max10, LLC dba Top Brass Building Services (Agreement No. 2019-067-2) and authorizing the City Manager to enter into and execute agreements for the same by and on behalf of the City of Lee's Summit, Missouri.

Nick Edwards, Assistant City Manager

Recommendation: Staff Recommends Approval

Committee Recommendation: N/A

BILL NO. 19-109

AN ORDINANCE AUTHORIZING THE AWARD OF RFP NO. 2019-067 FOR CUSTODIAL SERVICES FOR A ONE-YEAR TERM WITH UP TO FOUR, ONE-YEAR RENEWALS TO H2O WINDOW CLEANING, LLC (AGREEMENT NO. 2019-067-1) AND MAX10, LLC DBA TOP BRASS BUILDING SERVICES (AGREEMENT NO. 2019-067-2) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit ("City") has eleven (11) separate facilities that require custodial maintenance; and,

WHEREAS, hiring a vendor(s) to provide the City custodial services for the majority of City facilities provides the best level of service to the City and its' facilities, complements the work already being provided by CBS employees, and is in the City's best interests; and,

WHEREAS, the Procurement and Contract Services Division of the City of Lee's Summit issued RFP No. 2019-067 for a yearly contract for the provision of custodial services to address the needs referenced above; and,

WHEREAS, the RFP was advertised and sent directly to potential bidders, and bidders were additionally notified through the City's e-procurement system, Public Purchase; and,

WHEREAS, as of the close of the time period for submission and the proposal opening date, a total of four proposals were received by the City; and,

WHEREAS, of seven (7) proposals the City received, the project evaluation committee determined the firms H2O Window Cleaning, LLC and Max10, LLC dba Top Brass Building Services would best serve the City's interests and recommended awarding contracts pursuant to RFP No. 2019-067 to both firms.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby authorizes the dual award RFP No. 2019-067 to H2O Window Cleaning, LLC as the vendor under Agreement No. 2019-067-1 and Max10, LLC dba Top Brass Building Services as the vendor under Agreement No. 2019-067-2 for an initial one-year term with up to four one-year renewal terms.

SECTION 2. The agreements for custodial services, as described in RFP No. 2019-067, by and between the City and H2O Window Cleaning, LLC and the City and Max10, LLC dba Top Brass Building Services, attached hereto as "Exhibit A" and "Exhibit B" respectively and incorporated herein by reference, are hereby approved and the City Manager is hereby authorized to execute the same by and on behalf of the City.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its adoption, passage, and approval by the Mayor.

BILL NO. 19-109

SECTION 4. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Daniel R. White

PROJECT: Custodial Services
RFP NO: 2019-067

Interview Ranking Composite Score Sheet

Composite Interview Score Sheet 2.1,2.2,2.3

35 Point Questions 10 Point Questions
 29 - 35 9 - 10
 24 - 28 7 - 8
 17 - 23 5 - 6
 0 - 17 0 - 4

	Pts	# Mmbrs	Max Pts	FIRM	FIRM	FIRM	FIRM
Outstanding	20	3	60	City Wide	H20	WBM	Top Brass
Exceeds Acceptable	20	3	60	52	54	30	54
Acceptable	20	3	60	51	54	31	55
Marginal	30	3	90	69	67	35	68
1. Evidence of Experience & References with Similar Projects (Appendix B) Consider experience and references listed by the firm/provider on Appendix B of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> Familiarity and experience with similar projects 							
2. Expertise of Firm/Provider Personnel (Appendix C) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Appendix C of the RFP. Also consider the specific involvement of those persons in projects listed on Appendix D of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> Project Manager Project team Sub-consultants (if applicable) 							
3. Applicable Resources (Appendix A, B, C, and D) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Appendix A, B, C, and D of the RFP <ul style="list-style-type: none"> Standard Quality Assurance/Quality Control program or procedures the firm has in place 							
4. Project Approach (Appendix D) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Appendix D. <ul style="list-style-type: none"> Project schedule and detailed approach is reasonable/responsive to City's needs Roles of all involved parties clearly identified Familiarity with project location as evidenced by proposal (if applicable) Identify/recognize critical or unique issues specific to the project Adequacy of proposed communications process 							
5. Cost (Appendix E) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	20	3	60	45	57	60	54
	100		300	239	259	172	258

PROJECT: Custodial Services
 RFP NO.: 2019-067
 Interview Ranking Composite Score Sheet

Composite Interview Score Sheet
 For 2.4, 2.5 & 2.6

	35 Point Questions 29 - 35 24 - 28 17 - 23 0 - 17	10 Point Questions 9 - 10 7 - 8 5 - 6 0 - 4	Pts	# Mmbrs	Max Pts	FIRM City Wide	FIRM H20	FIRM no bid	FIRM WBM	FIRM Top Brass
<p>Outstanding Exceeds Acceptable Acceptable Marginal</p> <p>1. Evidence of Experience & References with Similar Projects (Appendix B) Consider experience and references listed by the firm/provider on Appendix B of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable)</p> <p>2. Expertise of Firm/Provider Personnel (Appendix C) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Appendix C of the RFP. Also consider the specific involvement of those persons in projects listed on Appendix D of the RFP. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)</p> <p>3. Applicable Resources (Appendix A, B, C, and D) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Appendix A, B, C, and D of the RFP • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame</p> <p>4. Project Approach (Appendix D) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Appendix D. • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • <i>Identify any subcontractors that have been successful in the past</i></p> <p>5. Cost (Appendix E) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	20	3	60	52	54	no bid	54	no bid	54	
	30	3	90	69	67	no bid	68	no bid	68	
	10	3	30	22	27	no bid	27	no bid	27	
	20	3	60	45	57	no bid	54	no bid	54	
	100		300	239	259	no bid	258	no bid	258	

PROJECT: Custodial Services
RFP NO.: 2019-067
Proposal Ranking Composite Score Sheet

Composite Proposal Score Sheet Section 2.1, 2.2, 2.3

	30 Point Questions		20 Point Questions		10 Point Questions		Pts	# Mmbrs	Max Pts	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM
	25 - 30	19 - 24	17 - 20	13 - 16	9 - 10	7 - 8				5 - 6	0 - 4	City Wide	H2O	Woodley	Lane's	Majestic
Outstanding	25 - 30	19 - 24	17 - 20	13 - 16	9 - 10	7 - 8	5 - 6	0 - 4								
Exceeds Acceptable	13 - 18	0 - 12														
Marginal																
1. Evidence of Experience & References with Similar Projects (Appendix B) Consider experience and references listed by the firm/provider on Appendix B of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> Familiarity and experience with similar projects Consider any sub-consultants to be used and their experience (if applicable) 	20	3	60	54	43	50	38	48	48	48						
2. Expertise of Firm/Provider Personnel (Appendix C) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Appendix C of the RFP. Also consider the specific involvement of those persons in projects listed on Appendix D of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> Project Manager Project team Sub-consultants (if applicable) 	20	3	60	53	44	45	42	46	48	49						
3. Applicable Resources (Appendix A, B, C, and D) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Appendix A, B, C, and D of the RFP <ul style="list-style-type: none"> Standard Quality Assurance/Quality Control program or procedures the firm has in place Adequacy of proposed team/resources to complete project within proposed time frame 	30	3	90	70	66	66	59	65	59	56						
4. Project Approach (Appendix D) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Appendix D. <ul style="list-style-type: none"> Project schedule and detailed approach is reasonable/responsive to City's needs Roles of all involved parties clearly identified Familiarity with project location as evidenced by proposal (if applicable) Identify/recognize critical or unique issues specific to the project Adequacy of proposed communications process Unique approaches that have been successful elsewhere 	10	3	30	25	26	22	23	21	27	22						
5. Cost (Appendix E) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	20	3	60	46	58	60	51	46	55	49						
	100		300	248	237	243	213	226	237	224						

PROJECT: Custodial Services
 RFP NO.: 2019-067
 Proposal Ranking Composite Score Sheet

Composite Proposal Score Sheet Sections 2.4, 2.5 and 2.6

	30 Point Questions		20 Point Questions		10 Point Questions		Pts	# Mmbrs	Max Pts	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM
	25 - 30	19 - 24	17 - 20	13 - 16	9 - 10	7 - 8				5 - 6	0 - 4	City Wide	H2O	Woodley	Lane's	Majestic
Outstanding	25 - 30	19 - 24	17 - 20	13 - 16	9 - 10	7 - 8	5 - 6	0 - 4								
Exceeds Acceptable	19 - 24	13 - 16	9 - 12	0 - 8												
Acceptable	13 - 18	9 - 12	0 - 8													
Marginal	0 - 12	0 - 8														
1. Evidence of Experience & References with Similar Projects (Appendix B) Consider experience and references listed by the firm/provider on Appendix B of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> Familiarity and experience with similar projects Consider any sub-consultants to be used and their experience (if applicable) 	20	3	60	54	43	38	48	48	no bid	48	48	48	48	48	48	no bid
2. Expertise of Firm/Provider Personnel (Appendix C) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Appendix C of the RFP. Also consider the specific involvement of those persons in projects listed on Appendix D of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> Project Manager Project team Sub-consultants (if applicable) 	20	3	60	53	44	42	45	48	no bid	45	48	48	48	48	48	no bid
3. Applicable Resources (Appendix A, B, C, and D) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Appendix A, B, C, and D of the RFP <ul style="list-style-type: none"> Standard Quality Assurance/Quality Control program or procedures the firm has in place Adequacy of proposed team/resources to complete project within proposed time frame 	30	3	90	70	66	59	65	59	no bid	65	59	65	65	59	59	no bid
4. Project Approach (Appendix D) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Appendix D. <ul style="list-style-type: none"> Project schedule and detailed approach is reasonable/responsive to City's needs Roles of all involved parties clearly identified Familiarity with project location as evidenced by proposal (if applicable) Identify/recognize critical or unique issues specific to the project Adequacy of proposed communications process Unique approaches that have been successful elsewhere 	10	3	30	25	26	23	21	27	no bid	26	no bid	23	21	27	27	no bid
5. Cost (Appendix E) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	20	3	60	52	60	52	50	60	no bid	60	no bid	52	50	60	60	no bid
	100		300	254	239	214	230	242	no bid	239	no bid	214	230	242	242	no bid

FORM NO. 6a: "FEE SCHEDULE"

SCHEDULE OF BILLING RATES FOR SERVICES

Hourly Rate shall include all, Fuel, mileage or Transportation charges. Hourly Rate shall include all administrative cost. No additional charges beyond the Hourly Rate of any sort will be payable under this Agreement. The City shall only pay the hourly rate listed below for time spent onsite and the drive time spent driving between each location during the scheduled shift.

Facility Locations	Hourly Rate	Annual Cost
2.1 Roaming Day Porter position # 1: 6:30 am – 3:00 pm M-F (NTE 8 hour shift) ~SEE EXHIBIT A	\$ <u>15.50</u> Per Hour	\$ <u>31,000</u> (Hrly Rate x 2000 hours)
2.2 Roaming Day Porter position # 2: 1:00pm - 5:00pm M-F (NTE 4 hour shift) ~SEE EXHIBIT B	\$ <u>15.50</u> Per Hour	\$ <u>15,500</u> (Hrly Rate x 1000 hours)
2.3 Roaming Day Porter position # 3: 9:00am - 5:30pm M-F (NTE 8 hour shift) ~SEE EXHIBIT C	\$ <u>15.50</u> Per Hour	\$ <u>31,000</u> (Hrly Rate x 2000 hours)
2.4 Lead Cleaner position # 4: 6:00pm – 2:30am Sun -Fri (NTE 8 hour shift and ¼ hour lunch no pay) ~SEE EXHIBIT D	\$ <u>17.50</u> Per Hour	\$ <u>35,000</u> (Hrly Rate x 2000 hours)
2.5 Night Cleaner position # 5: 6:00pm – 2:30am Sun -Fri (NTE 8 hour shift and ¼ hour lunch no pay) ~SEE EXHIBIT E	\$ <u>15.50</u> Per Hour	\$ <u>31,000</u> (Hrly Rate x 2000 hours)
2.6 Night Cleaner position # 6: 5:00 pm – 11:00 pm Sun - Thurs (NTE 6 hour shift) ~SEE EXHIBIT F	\$ <u>15.50</u> Per Hour	\$ <u>23,250</u> (Hrly Rate x 1500 hours)
2.7 Day Cleaner position # 7: 7:00 am – 3:30 pm Mon - Fri (NTE 8 hour shift and ¼ hour lunch no pay) ~SEE EXHIBIT G and EXHIBIT I	\$ <u>15.50</u> Per Hour	\$ <u>31,000</u> (Hrly Rate x 2000 hours)
2.8 Day Cleaner position # 8: 7:00 am – 3:30 pm Mon - Fri (NTE 8 hour shift and ¼ hour lunch no pay) ~SEE EXHIBIT H and EXHIBIT I	\$ <u>15.50</u> Per Hour	\$ <u>31,000</u> (Hrly Rate x 2000 hours)
TOTAL ANNUAL COST		\$ <u>228,750</u>
Hourly Rate for additional services if requested outside existing scope and schedule.		\$ <u>16.25</u> Per Hour
Burnishing, Stripping, Sealing and Finish Application -- (City to provide all supplies, Contractor to provide equipment) Invoicing will only be by the foot. Contractor will not bill the additional hourly rate stated above.		\$ <u>0.20</u> Per Foot

FORM NO. 6a: "FEE SCHEDULE"

SCHEDULE OF BILLING RATES FOR SERVICES

Hourly Rate shall include all, Fuel, mileage or Transportation charges. Hourly Rate shall include all administrative cost. No additional charges beyond the Hourly Rate of any sort will be payable under this Agreement. The City shall only pay the hourly rate listed below for time spent onsite and the drive time spent driving between each location during the scheduled shift.

Facility Locations	Hourly Rate	Annual Cost
2.1 Roaming Day Porter position # 1: 6:30 am – 3:00 pm M-F (NTE 8 hour shift) ~SEE EXHIBIT A	\$ <u>16.50</u> Per Hour	\$ <u>33,000</u> (Hrly Rate x 2000 hours)
2.2 Roaming Day Porter position # 2: 1:00pm - 5:00pm M-F (NTE 4 hour shift) ~SEE EXHIBIT B	\$ <u>16.50</u> Per Hour	\$ <u>16,500</u> (Hrly Rate x 1000 hours)
2.3 Roaming Day Porter position # 3: 9:00am - 5:30pm M-F (NTE 8 hour shift) ~SEE EXHIBIT C	\$ <u>16.50</u> Per Hour	\$ <u>33,000</u> (Hrly Rate x 2000 hours)
2.4 Lead Cleaner position # 4: 6:00pm – 2:30am Sun -Fri (NTE 8 hour shift and ½ hour lunch no pay) ~SEE EXHIBIT D	\$ <u>17.00</u> Per Hour	\$ <u>34,000</u> (Hrly Rate x 2000 hours)
2.5 Night Cleaner position # 5: 6:00pm – 2:30am Sun -Fri (NTE 8 hour shift and ½ hour lunch no pay) ~SEE EXHIBIT E	\$ <u>16.00</u> Per Hour	\$ <u>32,000</u> (Hrly Rate x 2000 hours)
2.6 Night Cleaner position # 6: 5:00 pm – 11:00 pm Sun- Thurs (NTE 6 hour shift) ~SEE EXHIBIT F	\$ <u>16.00</u> Per Hour	\$ <u>24,000</u> (Hrly Rate x 1500 hours)
2.7 Day Cleaner position # 7: 7:00 am – 3:30 pm Mon - Fri (NTE 8 hour shift and ½ hour lunch no pay) ~SEE EXHIBIT G and EXHIBIT I	\$ <u>16.50</u> Per Hour	\$ <u>33,000</u> (Hrly Rate x 2000 hours)
2.8 Day Cleaner position # 8: 7:00 am – 3:30 pm Mon - Fri (NTE 8 hour shift and ½ hour lunch no pay) ~SEE EXHIBIT H and EXHIBIT I	\$ <u>16.50</u> Per Hour	\$ <u>33,000</u> (Hrly Rate x 2000 hours)
TOTAL ANNUAL COST		\$ <u>238,500</u>
Hourly Rate for additional services if requested outside existing scope and schedule.		\$ <u>17.00</u> Per Hour
Burnishing, Stripping, Sealing and Finish Application – (City to provide all supplies, Contractor to provide equipment) Invoicing will only be by the foot. Contractor will not bill the additional hourly rate stated above.		\$ <u>.22</u> Per Foot

PART IV
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposals will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. INDEMNITY AND HOLD HARMLESS: To the fullest extent allowable by law, Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities (collectively "Indemnitee"), for, from and against any and all claims, demands, damages, losses, fines, judgments, or liabilities, including costs, expenses, and attorneys' fees (collectively "Claims") to which Indemnitee may become subject, under any theory of liability whatsoever, incurred in the defense of such Claims, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, and arising out of Contractor's performance or non-performance under this contract. The obligations under this indemnification provision shall also apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Contractor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Contractor, and any other person for which Contractor may be legally liable.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. COMPLIANCE WITH APPLICABLE LAW: Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. DOMESTIC PRODUCTS: The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
22. CONFLICTS: No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
23. DEBARMENT: By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. FUND ALLOCATION: Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. FREIGHT/SHIPPING: Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. DAVIS BACON ACT: The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.