



**The City of Lee's Summit**  
**Final Agenda**  
**City Council - Regular Session**

Thursday, October 5, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

**REGULAR SESSION NO. 45**

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INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

**1. PUBLIC COMMENTS:**

*(NOTE: Total time for Public Comments will be limited to 10 minutes.)*

**2. COUNCIL COMMENTS:**

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

**3. APPROVAL OF CONSENT AGENDA:**

*Items on the Consent Agenda are routine business matters; were previously discussed in a Council Committee and carry a recommendation for approval; 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.**        [2017-1496](#)      Approval of Action Letters from September 7 and 21, 2017.

**B.**        [BILL NO.](#)  
[17-204](#)            AN ORDINANCE VACATING DEDICATED RIGHTS-OF-WAY FOR ALL OF SE  
23RD ST. AND SE REISS DR. LOCATED WITHIN THE PLAT OF REISS  
INDUSTRIAL PARK, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF  
SE M-291 HWY. AND SE STUART RD. IN THE CITY OF LEE'S SUMMIT,  
MISSOURI.

(Note: First read by City Council on September 21, 2017.)

- C. [BILL NO. 17-206](#) AN ORDINANCE VACATING CERTAIN EASEMENTS LOCATED WITHIN THE PLAT OF REISS INDUSTRIAL PARK, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF SE M-291 HWY. AND SE STUART RD. IN THE CITY OF LEE'S SUMMIT, MISSOURI.  
(Note: First read by City Council on September 21, 2017.)
- D. [BILL NO. 17-208](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-042-1-3C WATER UTILITIES SCADA SYSTEM IMPROVEMENTS TO SECOND SIGHT SYSTEMS LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$396,855.14.  
(Note: First read by City Council on September 21, 2017.)
- E. [BILL NO. 17-210](#) AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE CERTAIN PERMANENT EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR ROAD IMPROVEMENTS ASSOCIATED WITH THE WARD ROAD IMPROVEMENT PROJECT (COUNTY LINE ROAD TO 163RD ST); AUTHORIZING THE CITY MANAGER AND HIS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE NECESSARY INTERESTS IN LAND; AND AUTHORIZING THE CITY ATTORNEY AND HIS DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.  
(Note: First read by City Council on September 21, 2017.)

#### 4. PROCLAMATIONS:

- A. [2017-1514](#) Fallen Law Enforcement Officers Proclamation
- B. [2017-1526](#) October Housing America Month Proclamation

#### 5. PROPOSED ORDINANCES FORWARDED FROM COMMITTEE:

*The following proposed ordinances were considered by a Council Committee and are presented to the Council for two readings and adoption.*

- A. [BILL NO. 17-211](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-012 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS FOR THE PROVISION OF FERRIC CHLORIDE TO KEMIRA WATER SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 9-18-17)
- B. [BILL NO. 17-212](#) AN ORDINANCE REPEALING THE CURRENT CITY OF LEE'S SUMMIT PURCHASING POLICY MANUAL AS ADOPTED BY RESOLUTION NO. 99-04 AND ADOPTING IN LIEU THEREOF A NEW POLICY ENTITLED THE CITY OF LEE'S SUMMIT PROCUREMENT POLICY. (F&BC 9-18-17)

- C. [BILL NO. 17-213](#) AN ORDINANCE APPROVING AMENDMENT NO. 4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN, AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI, WITH PARTIAL FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED FROM THE GENERAL FUND RESERVE BALANCE. (F&BC 9-18-17)
- D. [BILL NO. 17-214](#) AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT FOR RECYCLING SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 9-18-17)
- E. [BILL NO. 17-215](#) AN ORDINANCE APPROVING THE CALENDAR YEAR 2018 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, VSP, THE STANDARD, NEW DIRECTIONS, TABEN GROUP, THE HARTFORD, AND TRUSTMARK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS OR OTHER DOCUMENTS AS NECESSARY TO ADMINISTER EMPLOYEE BENEFITS FOR CALENDAR YEAR 2018 BY AND ON BEHALF OF THE CITY. (F&BC 9-18-17)

## 6. **RESOLUTIONS:**

- A. [RES. NO. 17-13](#) A RESOLUTION APPROVING THE LIST OF AUTHORIZED INSTITUTIONS FOR INVESTMENT BIDS. (F&BC 9-18-17)

## 7. **PUBLIC HEARINGS:**

*Proposed ordinances considered after a public hearing will be read for the first time and forwarded to a future City Council meeting for second reading, unless deemed to be an emergency as defined in Sec. 3.13(f) of the Lee's Summit Charter. Five affirmative votes are required for approval of second reading.*

- A. [2017-1461](#) Public Hearing - Appl. #PL2017-142 - Special Use Permit for a telecommunication tower - 465 SE Oldham Parkway; Skyway Towers, applicant.
- 1) [BILL NO. 17-216](#) AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR TELECOMMUNICATIONS TOWER IN DISTRICT PI ON LAND LOCATED AT 465 SE OLDHAM PKWY, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.
- B. [2017-1462](#) Public Hearing - Appl. #PL2017-143 - Preliminary Development Plan for a telecommunication tower - 465 SE Oldham Parkway; Skyway Towers, applicant.

- 1) [BILL NO. 17-217](#) AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN ON LAND LOCATED AT 465 SE OLDHAM PKWY, TELECOMMUNICATION TOWER, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.
  
- C. [2017-1498](#) Public Hearing - Appl. #PL2014-144 - Preliminary Development Plan - Kessler Ridge at New Longview, 2nd Plat, Lots 56-87, Tracts E-G, northeast corner of Longview Boulevard and Longview Road; Inspired Homes, LLC, applicant.  
(Note: This Public Hearing has been remanded to the Planning Commission at the applicant's request in order to redesign a portion of the project in response to staff comments.)

#### 8. **PROPOSED ORDINANCES - FIRST READING:**

*The proposed ordinances presented for first reading may include items with a previous hearing; an item brought directly to the City Council without a recommendation from a Council Committee; or, items forwarded from citizen Boards or Commissions. Five affirmative votes are required for approval of second reading.*

- A. [BILL NO. 17-218](#) AN ORDINANCE APPROVING THE EXECUTION OF THE FUNDING/APPROVAL AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE 2017-2018 CDBG PROGRAM YEAR.

#### 9. **PROPOSED ORDINANCES - SECOND READING:**

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

- A. [BILL NO. 17-207](#) AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THE PINE TREE COMMUNITY IMPROVEMENT DISTRICT, AND NORTHERN STATES INVESTMENTS, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.  
(Note: First read by City Council on September 21, 2017.)
  
- B. [BILL NO. 17-209](#) AN ORDINANCE APPROVING A FIRST AMENDMENT TO A PARKING LICENSE AGREEMENT WITH VOGUE CONDOMINIUMS OWNERS ASSOCIATION, INC. REDUCING THE NUMBER OF PARKING SPACES FOR WHICH THE CITY SHALL PAY A LICENSE FEE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.  
(Note: First read by City Council on September 21, 2017.)

#### 10. **COMMITTEE REPORTS (Committee chairs report on matters held in Committee):**

#### 11. **COUNCIL ROUNDTABLE:**

#### 12. **STAFF ROUNDTABLE:**

#### 13. **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 Internet site at "[www.cityofls.net](http://www.cityofls.net)".



# The City of Lee's Summit

220 SE Green Street  
Lee's Summit, MO 64063

## Packet Information

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**File #:** 2017-1496, **Version:** 1

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Approval of Action Letters from September 7 and 21, 2017.



**The City of Lee's Summit**  
**Action Letter**  
**City Council - Regular Session**

Thursday, September 7, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

**\*\*AMENDED\*\* REGULAR SESSION NO. 43**

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INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Mayor Rhoads called Regular Session No. 43 to order at 6:32 p.m.

ROLL CALL

**Present:** 8 - Councilmember Rob Binney  
Councilmember Trish Carlyle  
Councilmember Phyllis Edson  
Councilmember Craig Faith  
Councilmember Diane Forte  
Councilmember Dave Mosby  
Councilmember Diane Seif  
Councilmember Fred DeMoro

APPROVAL OF AGENDA

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember DeMoro, to approve the published Amended Agenda. The motion carried by the following vote:

7 Aye - Councilmember Binney  
Councilmember Edson  
Councilmember Seif  
Councilmember Forte  
Councilmember Mosby  
Councilmember Faith  
Councilmember DeMoro

1 Nay - Councilmember Carlyle

**1. PUBLIC COMMENTS:**

Ms. Geraldine Amato spoke about the falling of the Republic as mentioned in the Pledge of Allegiance and about the judiciary system and order as well as civil privileges in the United States.

Mr. Patrick Hix stated that in the area of Vista Del Verde there have been two weather events that have caused the creek to flood and there is an apparent issue with the storm water system. The creek also has problems such as fallen trees across the creek and causes additional issues. He just asked to open the dialogue with the city for assistance.

2. **COUNCIL COMMENTS:**

There were no Council Comments.

3. **APPROVAL OF CONSENT AGENDA:**

ACTION: On motion of Councilmember Binney, second by Councilmember Faith, the Council voted to approve the Consent Agenda Items 3.A - F. The motion carried the following vote:

6 Aye - Councilmember Binney  
Councilmember Faith  
Councilmember Edson  
Councilmember Seif  
Councilmember Mosby  
Councilmember DeMoro

2 Nay - Councilmember Carlyle  
Councilmember Forte

A. [2017-1447](#) Approval of Action Letters for August 10, August 17 and August 24, 2017.

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Faith, that the Action Letters be approved as part of the Consent Agenda. The motion carried by the following vote:**

**Aye:** 6 - Councilmember Binney  
Councilmember Edson  
Councilmember Faith  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Nay:** 2 - Councilmember Carlyle  
Councilmember Forte

B. [2017-1464](#) Approval of a Type B1 and a Type G1 Liquor License for Clayboys, 127 SE 3rd Street. (Formerly Baristro)

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Faith, that this Liquor License be approved as part of the Consent Agenda. The motion carried by the following vote:**

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**Aye:** 6 - Councilmember Binney  
Councilmember Edson  
Councilmember Faith  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Nay:** 2 - Councilmember Carlyle  
Councilmember Forte

**C.** [2017-1453](#)

Mayor's Appointments:

Board of Aeronautic Commissioners: Appoint Darryl Nelson and Paula Derks, terms to expire 9-14-21.

Pine Tree Plaza CID: Appoint Bette Wordelman and Ryan Elam.

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Faith, that the Mayor's Appointments be approved as part of the Consent Agenda. The motion carried by the following vote:**

**Aye:** 6 - Councilmember Binney  
Councilmember Edson  
Councilmember Faith  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Nay:** 2 - Councilmember Carlyle  
Councilmember Forte

**D.** [2017-1485](#)

Mayor Pro Tempore's Committee Appointments:

Appointment of Councilmember DeMoro as a full time member to the Rules Committee.

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Faith, that the Mayor Pro Tempore Appointments be approved as part of the Consent Agenda. The motion carried by the following vote:**

**Aye:** 6 - Councilmember Binney  
Councilmember Edson  
Councilmember Faith  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Nay:** 2 - Councilmember Carlyle  
Councilmember Forte

**E.** [BILL NO. 17-195](#)

AN ORDINANCE APPROVING CHANGE ORDER #4 TO THE CONTRACT WITH WIEDENMANN INC., PROJECT NO. 20231683-C, FOR THE WATER MAIN REPLACEMENT FY16, AN INCREASE OF \$249,656.50 AND AN ADDITIONAL 25 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$1,915,176.59 AND 245 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 275 CALENDAR DAYS TO REACH FINAL COMPLETION. (PWC 8-15-17)

(NOTE: First reading - City Council - August 24, 2017.)

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**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Faith, that Bill No. 17-195 be adopted and numbered Ord. No. 8233. The motion carried by the following vote:**

**Aye:** 6 - Councilmember Binney  
Councilmember Edson  
Councilmember Faith  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Nay:** 2 - Councilmember Carlyle  
Councilmember Forte

- F.**      [BILL NO.](#)      AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 3  
[17-198](#)      TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT,  
MISSOURI AND OLSSON ASSOCIATES ENGINEERING, INC. FOR THE  
SERVICES RELATED TO COATING DESIGN AND BIDDING AT WOODS  
CHAPEL, HOOK, SCHERER, AND RANSON WATER TOWERS IN THE  
AMOUNT OF \$56,762 AND AUTHORIZING THE CITY MANAGER TO ENTER  
INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH OLSSON  
ASSOCIATES ENGINEERING, INC. BY AND ON BEHALF OF THE CITY OF  
LEE'S SUMMIT, MISSOURI. (PWC 8-15-17)  
(NOTE: First reading - City Council - August 24, 2017.)

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Faith, that Bill No. 17-198 be adopted and numbered Ord. No. 8234. The motion carried by the following vote:**

**Aye:** 6 - Councilmember Binney  
Councilmember Edson  
Councilmember Faith  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Nay:** 2 - Councilmember Carlyle  
Councilmember Forte

**4.      PROCLAMATIONS:**

- A.**      [2017-1404](#)      Constitution Week Proclamation - September 17 - 23, 2017  
Mayor Rhoads proclaimed September 17 - 23, 2017 as Constitution Week.

**5.      EMERGENCY ORDINANCES:**

- A.**      [BILL NO.](#)      AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 2 TO  
[17-200](#)      THE ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL  
ENGINEERING SERVICES WITH STEARNS, CONRAD AND SCHMIDT,  
CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS (RFQ NO. 2017-307),  
FOR A NOT TO EXCEED COST OF \$27,610.00, FOR ONE TIME  
ENVIRONMENTAL SITE ASSESSMENTS (PHASE I AND LIMITED PHASE II)  
ASSOCIATED WITH THE JEFFERSON STREET IMPROVEMENT PROJECT,  
AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN  
AGREEMENT FOR THE SAME; AND, CONTAINING AN EMERGENCY

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CLAUSE.

**ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Faith, that Bill No. 17-200 be second read. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Seif  
Councilmember DeMoro

**Nay:** 1 - Councilmember Mosby

**ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 17-200 be adopted and numbered Ord. No. 8235. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Seif  
Councilmember DeMoro

**Nay:** 1 - Councilmember Mosby

**6. PUBLIC HEARINGS:**

- A. [2017-1291](#) PUBLIC HEARING - Appl. #PL2017-094 - REZONING from AG to RP-4 and CP-2 and PRELIMINARY DEVELOPMENT PLAN - West Ridge at the Lake, approximately 23 acres located at the southwest corner of NE Bowlin Road and NE Jamestown Drive; Sallee Homes, applicant.  
(NOTE: This Public Hearing was CONTINUED from July 13, 2017.)

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, that this Public Hearing for Application #PL2017-094 – Rezoning from AG to RP-4 and CP-2 and Preliminary Development Plan – West Ridge at the Lake, approximately 23 acres located at the southwest corner of NE Bowlin Road and NE Jamestown Drive, Sallee Homes, applicant be remanded back to Planning Commission for further consideration. The motion carried by the following vote:**

**Aye:** 5 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember DeMoro

**Nay:** 3 - Councilmember Edson  
Councilmember Mosby  
Councilmember Seif

- 1) [BILL NO. 17-148](#) AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM AG TO RP-4 and CP-2 ON APPROXIMATELY 23 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF NE BOWLIN RD AND NE JAMESTOWN DR. FOR THE PROPOSED WEST RIDGE AT THE LAKE DEVELOPMENT, AND APPROVING A PRELIMINARY DEVELOPMENT PLAN

FOR WEST RIDGE AT THE LAKE, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

This Ordinance was withdrawn.

- B. [2017-1456](#) PUBLIC HEARING - Application #PL2017-135 - VACATION OF RIGHT-OF-WAY - all of SE 23rd Street and SE Reiss Drive within the plat of Reiss Industrial Park, generally located at the southeast corner of SE M-291 Highway and SE Stuart Road; Engineering Solutions, LLC, applicant.  
(NOTE: This item was CONTINUED from September 7, 2017, per Staff's request.)

**ACTION:** A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, that this Public Hearing for Application #PL2017-135 - VACATION OF RIGHT-OF-WAY - all of SE 23rd St. and SE Reiss Dr. within the plat of Reiss Industrial Park, generally located at the southeast corner of SE M-291 Hwy. and SE Stuart Rd.; Engineering Solutions, LLC, applicant be continued to September 21, 2017. The motion carried by the following vote:

Aye: 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

7. **PROPOSED ORDINANCES - FIRST READING:**

- A. [BILL NO. 17-201](#) AN ORDINANCE APPROVING AMENDMENT NO. 3 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

**ACTION:** A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, that Bill No. 17-201 be advanced to second reading. The motion carried by the following vote:

Aye: 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

- B. [BILL NO. 17-202](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN CMH PARKS, INC, A TENNESSEE CORPORATION, DBA SUMMIT CUSTOM HOMES AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE STONEY CREEK WEST SUBDIVISION DEVELOPMENT.



**ACTION: A motion was made by Councilmember Faith, seconded by Councilmember Binney, that Bill No. 17-202 be advanced to second reading. The motion carried by the following vote:**

**Aye:** 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

- C. [BILL NO. 17-203](#) AN ORDINANCE APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY AND BETWEEN THE STATE OF MISSOURI, DEPARTMENT OF TRANSPORTATION TRAFFIC AND HIGHWAY SAFETY DIVISION AND THE CITY OF LEE'S SUMMIT MISSOURI FOR THE MISSOURI HIGHWAY SAFETY PROGRAM.

**ACTION: A motion was made by Councilmember Mosby, seconded by Councilmember Binney, that Bill No. 17-203 be advanced to second reading. The motion carried by the following vote:**

**Aye:** 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**8. PROPOSED ORDINANCES - SECOND READING:**

- A. [BILL NO. 17-190](#) AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MO FOR THE SUPPORT OF THE MCC-LONGVIEW CAMPUS FLIGHTS OF FANCY MEGA KITE FESTIVAL AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 8-7-17)  
(NOTE: First reading - City Council - August 24, 2017.)

**ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Binney, that Bill No.17-190 be adopted and numbered Ord. No. 8236. The motion carried by the following vote**

**Aye:** 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

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- B.**     [BILL NO.](#)     AN ORDINANCE APPROVING THE AWARD OF A SOLE SOURCE FOR THE  
[17-191](#)           ONE TIME PROCUREMENT OF FOUR BMW R1200 RT-P POLICE  
MOTORCYCLES AND ASSOCIATED FACTORY INSTALLED EMERGENCY  
RESPONSE PACKAGES IN THE TOTAL AMOUNT OF \$97,445.76 AND  
AUTHORIZING THE CITY MANAGER TO ENTER INTO ANY AGREEMENTS  
NECESSARY TO EFFECTUATE THE PROCUREMENT OF THE SAME BY AND  
ON BEHALF OF THE CITY. (F&BC 8-7-17)  
(NOTE: First reading - City Council - August 24, 2017.)

**ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Faith, that Bill No. 17-191 be adopted and numbered Ord. No. 8237. The motion carried by the following vote:**

**Aye:** 7 -     Councilmember Binney  
              Councilmember Carlyle  
              Councilmember Edson  
              Councilmember Faith  
              Councilmember Forte  
              Councilmember Seif  
              Councilmember DeMoro

**Nay:** 1 -     Councilmember Mosby

- C.**     [BILL NO.](#)     AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-120  
[17-192](#)           FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR  
CONTRACT RENEWALS FOR FIBER OPTIC NETWORK INSTALLATION AND  
REPAIR TO LAN-TEL COMMUNICATIONS SERVICES, LLC AS CONTRACT  
NO. 2017-120-1 AND TO MARTIN UNDERGROUND CONSTRUCTION AS  
CONTRACT NO. 2017-120-2 BASED ON THE ATTACHED BID TABULATION  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND  
ON BEHALF OF THE CITY. (F&BC 8-7-17)  
(NOTE: First reading - City Council - August 24, 2017.)

**ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 17-192 be adopted and numbered Ord. No. 8238. The motion carried by the following vote:**

**Aye:** 7 -     Councilmember Carlyle  
              Councilmember Edson  
              Councilmember Faith  
              Councilmember Forte  
              Councilmember Mosby  
              Councilmember Seif  
              Councilmember DeMoro

**Absent:** 1 -   Councilmember Binney

- D.**     [BILL NO.](#)     AN ORDINANCE APPROVING THE AWARD OF A SOLE SOURCE TO FDM  
[17-193](#)           SOFTWARE FOR THE IMPLEMENTATION OF AUTOMATIC VEHICLE  
LOCATION & CLOSEST UNIT RECOMMENDATION SOFTWARE  
IMPLEMENTATION SERVICES, APPROVING AN AGREEMENT FOR  
SERVICES AND AMENDED AND RESTATED SOFTWARE SUPPORT AND  
MAINTENANCE AGREEMENT BY AND BETWEEN FDM SOFTWARE LTD.

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AND THE CITY OF LEE'S SUMMIT, MISSOURI, AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS NECESSARY TO EFFECTUATE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 8-7-17)

(NOTE: First reading - City Council - August 24, 2017.)

**ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 17-193 be adopted and numbered Ord. No. 8239. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Absent:** 1 - Councilmember Binney

**E.** [BILL NO. 17-194](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH URETEK, USA, INC. FOR PROVIDING SOIL STABILIZATION AND PAVEMENT LIFTING SERVICES IN THE AMOUNT OF \$129,600, AND APPROVING AMENDMENT NO. 2 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI WITH FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED IN FY2018 FROM THE CAPITAL IMPROVEMENT SALES TAX AND TRANSPORTATION SALES TAX. (PWC 8-15-17)

(NOTE: First reading - City Council - August 24, 2017.)

**ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Seif, that Bill No. 17-194 be adopted and numbered Ord. No. 8240. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Seif  
Councilmember DeMoro

**Nay:** 1 - Councilmember Mosby

**F.** [BILL NO. 17-196](#) AN ORDINANCE APPROVING CHANGE ORDER #9 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, LLC FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF \$69,387.59 FOR A REVISED CONTRACT PRICE OF \$6,548,497.53. (PWC 8-15-17)

(NOTE: First reading - City Council - August 24, 2017.)

**ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Binney, that Bill No. 17-196 be adopted and numbered Ord. No. 8241. The motion carried by the following vote:**

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**Aye:** 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

- G.**      [BILL NO.](#)      AN ORDINANCE APPROVING CHANGE ORDER #2 - WITH PCI ROADS, LLC  
[17-197](#)                      FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF  
\$66,256.80 FOR A REVISED CONTRACT PRICE OF \$514,673.85. (PWC  
8-15-17)

(NOTE: First reading - City Council - August 24, 2017.)

**ACTION: A motion was made by Councilmember Faith, seconded by Councilmember Binney, that Bill No. 17-197 be adopted and numbered Ord. No. 8242. The motion carried by the following vote:**

**Aye:** 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

- H.**      [BILL NO.](#)      AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE  
[17-199](#)                      REDEVELOPMENT AGREEMENT AMONG THE CITY OF LEE'S SUMMIT,  
THE JOHN KNOX VILLAGE REDEVELOPMENT CORPORATION AND JOHN  
KNOX VILLAGE FOR THE 2015 JOHN KNOX VILLAGE CHAPTER 353  
DEVELOPMENT PLAN.

(NOTE: First reading - City Council - August 24, 2017.)

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, that Bill No. 17-199 be adopted and numbered Ord. No. 8243. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Recused:** 1 - Councilmember Faith

**9.      COMMITTEE REPORTS (Committee chairs report on matters held in Committee):**

Councilmember Binney advised the Parks Board met since the last Council meeting and their contract for improvements to Lea McKeighan North has been let and the public will see some changes in the volleyball and skate park parking. They will also be doing new master planning for Howard Park and Summit Park.

Councilmember Forte advised the CEDC would be meeting next Wednesday, September 13, 2017 at 4:30 p.m.

**10. COUNCIL ROUNDTABLE:**

Councilmember Faith stated there are flood areas in District 2 that are not on the City's property but would like the city to offer guidance to individuals or HOA's that are faced with these issues.

Dena Mezger, Director of Public Works, said the Public Works Department would help in any way they could. They would check the public system in these areas to make sure there is nothing that can be done on the city property. She stated that unfortunately there are not a lot of resources to assist with private property, but they would definitely be willing to do what they could to help the public.

Councilmember Faith stated he was in favor of the ordinance that was passed earlier in the evening that provided for a 2% increase to general core employees, however, it did not encompass all employees. He wanted to recognize the value of every employee. He also stated the city works hard to be competitive with both pay and benefits. He stated that the Compensation Study was originally to be presented tonight, but it had been postponed. He asked City Manager, Steve Arbo, for clarification on why it was not being present this evening.

Mr. Steve Arbo, City Manager, stated more work needed to be done to complete the work the consultant had done. There had been a lot of employee interest and involvement in this study. He felt the consultant, Springsted, needed to provide more detail and justification for the difference in pay classes before it was presented. He wanted the finished product to have as much detail as possible before providing the information to Council and city employees.

Councilmember Seif noted that she and Councilmember Edson recently met with the Oaks Ridge HOA and wanted to thank city staff, especially Dena Mezger, Michael Park and several police officers that assisted with the meeting.

Councilmember Edson voiced her concern over adding more apartments to the City. She would like to see if there can be some public meetings to gather input over the necessity and desire to add more apartments within the city.

Councilmember Binney asked who is responsible for the maintenance of the Hartley Heart. He understands the city maintains the fountain, but the Heart is in poor condition. Mr. Arbo stated that staff is currently discussing this issue and hopes to have it resolved soon.

Councilmember Binney asked for an update on the Rock Island Railroad. Dena

Mezger advised that in order to receive federal grants all the plans must be approved and in place by the end of September. They have been told this should be done in the next two weeks. Once the grant has been given for this project they can begin the bidding process. She feels some of the work could take place over the late fall and winter of this year.

Councilmember Binney invited everyone to the Mayor's State of the City Address that will take place in the Council Chambers next Thursday, September 14th at 6:00 p.m. He also thanked Mayor Rhoads for including a volunteer recognition and celebration afterwards.

Councilmember Mosby advised Councilmember Faith the Public Works Committee, which Councilmember Faith now chairs, has reviewed the tax renewal though the CIP which included stormwater improvements for many years through the CIP. He encouraged Councilmember Faith to continue to look at this.

**11. STAFF ROUNDTABLE:**

Mr. Steve Arbo, City Manager, stated Mr. Steve Aldridge, City Architect was retiring in mid-November. He has had a long history with the city and has been involved in many important projects throughout the years and well as overseeing the maintenance of several of the City's buildings. Mr. Arbo asked Council for their approval to hire Mr. Aldridge's replacement before his official retirement date so that the replacement could shadow Mr. Aldridge to learn what needed to be done and considered for all the buildings.

**12. ADJOURNMENT**

There being no further business, Mayor Rhoads adjourned Regular Session No. 43 at 8:07 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 Internet site at "[www.cityofls.net](http://www.cityofls.net)".



**The City of Lee's Summit**  
**Action Letter**  
**City Council - Regular Session**

Thursday, September 21, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

**\*\*AMENDED\*\* REGULAR SESSION NO. 44**

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INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Mayor Rhoads called Regular Session No. 44 to order at 6:23 p.m.

ROLL CALL

**Present:** 7 - Councilmember Rob Binney  
Councilmember Trish Carlyle  
Councilmember Phyllis Edson  
Councilmember Diane Forte  
Councilmember Dave Mosby  
Councilmember Diane Seif  
Councilmember Fred DeMoro

**Absent:** 1 - Councilmember Craig Faith

APPROVAL OF AGENDA

**ACTION:** On motion made by Councilmember Binney, second by Councilmember Carlyle, the Council voted to approve the Published Amended Agenda. Motion carried the following vote:

**Aye - Councilmember Binney**  
**Councilmember Carlyle**  
**Councilmember Edson**  
**Councilmember Mosby**  
**Councilmember DeMoro**  
**Councilmember Forte**  
**Councilmember Seif**

**Absent - Councilmember Faith**

**1. PUBLIC COMMENTS:**

Ms. Geraldine Amato voiced her opinion about the federal government and federal reserves.

2. **COUNCIL COMMENTS:**

There were no Council Comments.

3. **APPROVAL OF CONSENT AGENDA:**

- A. [2017-1486](#) Approval of Type H and S Liquor License for Fuel Expresso 29, 1317 SW Market Street.

**ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that this Liquor License be approved as part of the Consent Agenda. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Absent:** 1 - Councilmember Faith

- B. [BILL NO. 17-201](#) AN ORDINANCE APPROVING AMENDMENT NO. 3 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

(Note: First reading by City Council on September 7, 2017.)

**ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 17-201 be adopted and numbered Ord. No. 8244 as part of the Consent Agenda. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Absent:** 1 - Councilmember Faith

- C. [BILL NO. 17-202](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN CMH PARKS, INC, A TENNESSEE CORPORATION, DBA SUMMIT CUSTOM HOMES AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE STONEY CREEK WEST SUBDIVISION DEVELOPMENT.

(Note: First reading by City Council on September 7, 2017.)

**ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 17-202 be adopted and numbered Ord. No. 8245 as part of the Consent Agenda. The motion carried by the following vote:**



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**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Absent:** 1 - Councilmember Faith

- D.** [BILL NO. 17-203](#) AN ORDINANCE APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY AND BETWEEN THE STATE OF MISSOURI, DEPARTMENT OF TRANSPORTATION TRAFFIC AND HIGHWAY SAFETY DIVISION AND THE CITY OF LEE'S SUMMIT MISSOURI FOR THE MISSOURI HIGHWAY SAFETY PROGRAM.

(Note: First reading by City Council on September 7, 2017.)

**ACTION: A motion was made by Councilmember Forte, seconded by --Councilmember Carlyle, that Bill No. 17-203 be adopted and numbered Ord. No. 8246 as part of the Consent Agenda. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Absent:** 1 - Councilmember Faith

**4. PRESENTATIONS:**

- A.** [2017-1426](#) Presentation and Update from Velocity LS (formerly Market Center of Ideas)

Binney, Rob was called to speak. Forte, Diane was called to speak. Seif, Diane was called to speak. Binney, Rob was called to speak. Mosby, Dave was called to speak. Binney, Rob was called to speak. Mosby, Dave was called to speak. Binney, Rob was called to speak. Binney, Rob was called to speak. Seif, Diane was called to speak.

This Presentation was received and filed.

**5. PUBLIC HEARINGS:**

- A.** [2017-1456](#) PUBLIC HEARING - Application #PL2017-135 - VACATION OF RIGHT-OF-WAY - all of SE 23rd Street and SE Reiss Drive within the plat of Reiss Industrial Park, generally located at the southeast corner of SE M-291 Highway and SE Stuart Road; Engineering Solutions, LLC, applicant.

(NOTE: This item was CONTINUED from September 7, 2017, per Staff's request.)

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This Public Hearing - Sworn was approved.

- 1) [BILL NO. 17-204](#) AN ORDINANCE VACATING DEDICATED RIGHTS-OF-WAY FOR ALL OF SE 23RD ST. AND SE REISS DR. LOCATED WITHIN THE PLAT OF REISS INDUSTRIAL PARK, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF SE M-291 HWY. AND SE STUART RD. IN THE CITY OF LEE'S SUMMIT, MISSOURI.

**ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Forte, that Bill No. 17-204 be advanced to second reading. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Absent:** 1 - Councilmember Faith

- B. [2017-1504](#) Public Hearing for the Proposed 2017 Property Tax Levy for the City of Lee's Summit, Cass and Jackson Counties, Missouri, for the Calendar Year 2017.

This Public Hearing - Legislative was approved.

- 1) [SUBSTITUTE BILL NO. 17-205](#) AN ORDINANCE SETTING THE TAX LEVY FOR THE YEAR 2017 FOR THE CITY OF LEE'S SUMMIT, CASS AND JACKSON COUNTIES, MISSOURI; AND, CONTAINING AN EMERGENCY CLAUSE.

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, that Substitute Bill No. 17-205 be second read. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Absent:** 1 - Councilmember Faith

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, that Substitute Bill No. 17-205 be adopted and numbered Ord. No. 8247. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

Absent: 1 - Councilmember Faith

**6. PROPOSED ORDINANCES - FIRST READING:**

- A. [BILL NO.](#) AN ORDINANCE VACATING CERTAIN EASEMENTS LOCATED WITHIN THE  
[17-206](#) PLAT OF REISS INDUSTRIAL PARK, GENERALLY LOCATED AT THE  
SOUTHEAST CORNER OF SE M-291 HWY. AND SE STUART RD. IN THE  
CITY OF LEE'S SUMMIT, MISSOURI.

**ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Binney, that Bill No. 17-206 be advanced to second reading. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Absent:** 1 - Councilmember Faith

- B. [BILL NO.](#) AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN  
[17-207](#) THE CITY OF LEE'S SUMMIT, MISSOURI, THE PINE TREE COMMUNITY  
IMPROVEMENT DISTRICT, AND NORTHERN STATES INVESTMENTS, LLC,  
AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON  
BEHALF OF THE CITY.

**ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Seif, that Bill No. 17-207 be advanced to second reading. The motion carried by the following vote:**

**Aye:** 6 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Nay:** 1 - Councilmember Edson

**Absent:** 1 - Councilmember Faith

- C. [BILL NO.](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-042-1-3C  
[17-208](#) WATER UTILITIES SCADA SYSTEM IMPROVEMENTS TO SECOND SIGHT  
SYSTEMS LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO  
AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$396,855.14.

**ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Binney, that Bill No. 17-208 be advanced to second reading. The motion carried by the following vote:**

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**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Absent:** 1 - Councilmember Faith

- D.** [BILL NO. 17-209](#) AN ORDINANCE APPROVING A FIRST AMENDMENT TO A PARKING LICENSE AGREEMENT WITH VOGUE CONDOMINIUMS OWNERS ASSOCIATION, INC. REDUCING THE NUMBER OF PARKING SPACES FOR WHICH THE CITY SHALL PAY A LICENSE FEE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

**ACTION:** A motion was made by Councilmember DeMoro, seconded by Councilmember Forte, that Bill No. 17-209 be advanced to second reading subject to the Amendment of Section 4.2 of the agreement regarding parking spaces. The motion carried by the following vote:

**Aye:** 6 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Seif  
Councilmember DeMoro

**Nay:** 1 - Councilmember Mosby

**Absent:** 1 - Councilmember Faith

- E.** [BILL NO. 17-210](#) AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE CERTAIN PERMANENT EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR ROAD IMPROVEMENTS ASSOCIATED WITH THE WARD ROAD IMPROVEMENT PROJECT (COUNTY LINE ROAD TO 163RD ST); AUTHORIZING THE CITY MANAGER AND HIS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE NECESSARY INTERESTS IN LAND; AND AUTHORIZING THE CITY ATTORNEY AND HIS DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

**ACTION:** A motion was made by Councilmember Mosby, seconded by Councilmember Binney, that Bill No. 17-210 be advanced to second reading. The motion carried by the following vote:

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif  
Councilmember DeMoro

**Absent:** 1 - Councilmember Faith

**7. COMMITTEE REPORTS (Committee chairs report on matters held in Committee):**

There were no Committee Reports.

**8. COUNCIL ROUNDTABLE:**

Councilmember Binney advised Parks had decided on a search firm and would begin looking for candidates for the Park Administrator position. He also note the city had received the Silver Award for Healthy Living.

Councilmember Seif provided statistics that were presented by LS Cares on local youth regarding drugs, alcohol and tobacco.

Councilmember Forte stated she and Councilmember Binney would be holding a District 1 Town Hall meeting next Thursday, September 28th at the Gamber Center from 6:30 - 7:30 p.m.

**9. STAFF ROUNDTABLE:**

Mr. Steve Marsh, Chief Technology Officer, stated he would like the Council to let staff know their concerns/problems with the current Legistar and VoteCast system so that everything can be looked at to improve the system or provide additional training to make the meetings more efficient and better for everyone and to make sure this system and software is the right one for the City. This information will be provided through the City Managers office for review.

**10. ADJOURNMENT**

There being no further business Mayor Rhoads adjourned Regular Session No. 44 at 7:50 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 Internet site at "[www.cityofls.net](http://www.cityofls.net)".

Note

Note

Note

There were no Council Comments.

## Packet Information

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**File #:** BILL NO. 17-204, **Version:** 1

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AN ORDINANCE VACATING DEDICATED RIGHTS-OF-WAY FOR ALL OF SE 23<sup>RD</sup> ST. AND SE REISS DR. LOCATED WITHIN THE PLAT OF REISS INDUSTRIAL PARK, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF SE M-291 HWY. AND SE STUART RD. IN THE CITY OF LEE'S SUMMIT, MISSOURI.

(Note: First read by City Council on September 21, 2017.)

Proposed City Council Motion:

I move for a second reading of AN ORDINANCE VACATING DEDICATED RIGHTS-OF-WAY FOR ALL OF SE 23<sup>RD</sup> ST. AND SE REISS DR. LOCATED WITHIN THE PLAT OF REISS INDUSTRIAL PARK, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF SE M-291 HWY. AND SE STUART RD. IN THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: On motion of Mr. Funk and seconded by Ms. Roberts, the Planning Commission voted unanimously by voice vote to **Recommend Approval** of **Appl. #PL2017-135 - VACATION OF RIGHT-OF-WAY** - all of SE 23rd St. and SE Reiss Dr. within the plat of Reiss Industrial Park, generally located at the southeast corner of SE M-291 Hwy. and SE Stuart Rd.; Engineering Solutions, LLC, applicant at the August 22, 2017, Planning Commission hearing.

**BILL NO. 17-204**

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AN ORDINANCE VACATING DEDICATED RIGHTS-OF-WAY FOR ALL OF SE 23<sup>RD</sup> ST. AND SE REISS DR. LOCATED WITHIN THE PLAT OF REISS INDUSTRIAL PARK, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF SE M-291 HWY. AND SE STUART RD. IN THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2017-135 was submitted by Engineering Solutions, LLC, requesting vacation of all of SE 23<sup>rd</sup> St. and SE Reiss Dr., rights-of-way dedicated by the plat of Reiss Industrial Park, generally located at the southeast corner of SE M-291 Hwy. and SE Stuart Rd. in Lee's Summit, Missouri; and,

WHEREAS, the rights-of-way were dedicated to the City on the final plat *Reiss Industrial Park, Lots 1 - 12* which was recorded by Instrument #2008E0124331 on December 3, 2008; and,

WHEREAS, the Planning Commission considered the request on August 22, 2017, and rendered a report to the City Council recommending that the vacation of right-of-way be approved; and,

WHEREAS, the City Council for the City of Lee's Summit has determined that no damages are ascertainable by reason of such vacation.

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

SECTION 1. That the following described rights-of-way are hereby and herewith vacated:

*All of SE 23<sup>rd</sup> Street and SE Reiss Drive dedicated by the plat Reiss Industrial Park, Lots 1-12.*

SECTION 2. That the City Clerk be and is hereby authorized and directed to acknowledge a copy of this ordinance and to record same in the Office of the Recorder of Deeds of the County in which the property is located.

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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

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

**BILL NO. 17-204**

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APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

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



2-208E02.4-33/ 12-02-28

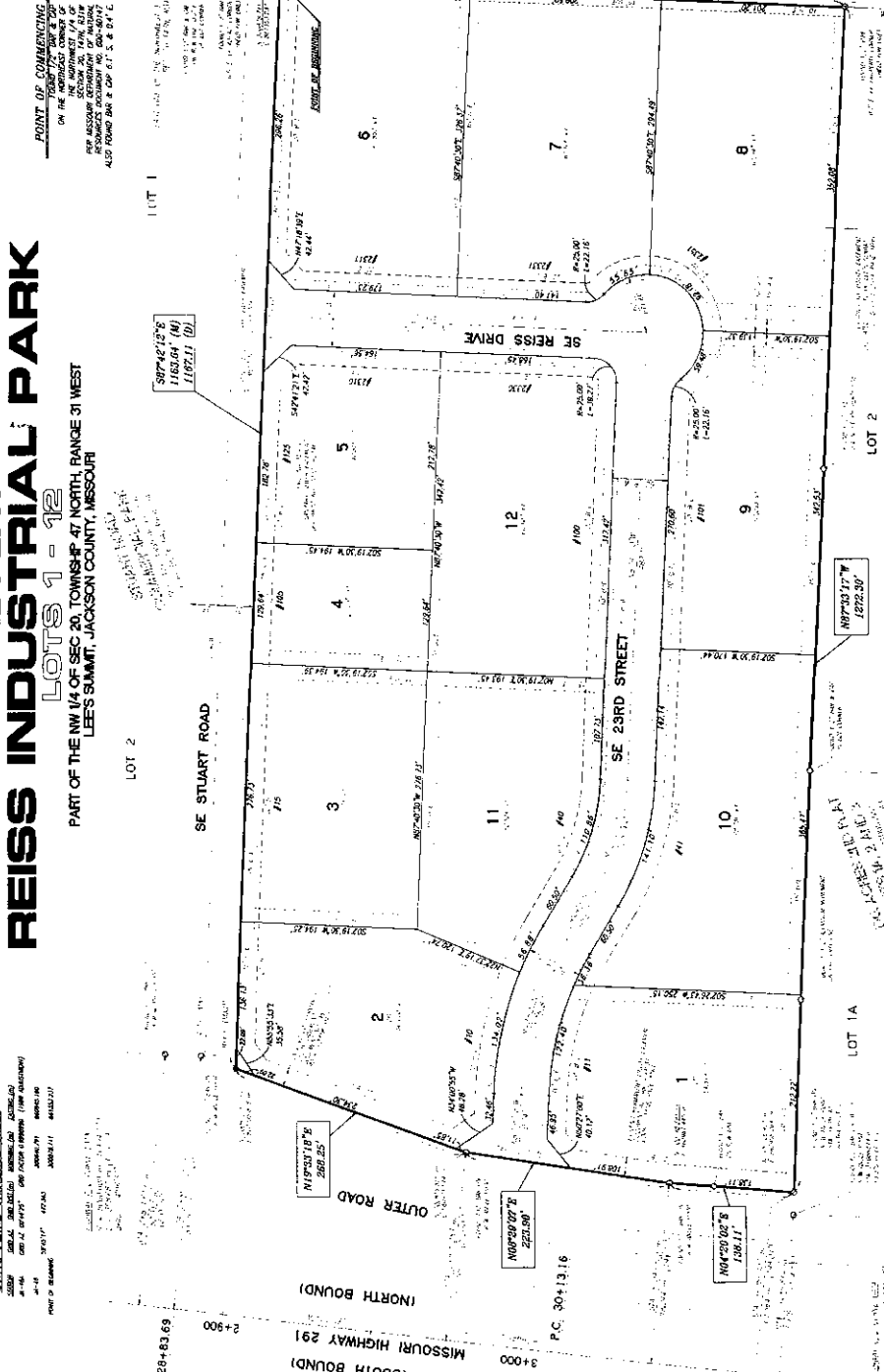
STATE PLANE TRAVERSE TABLE

DATA: LOCAL ADJUSTED ANGLES, DISTANCES, SCALED ANGLES, LOCAL ADJUSTED BEARINGS, LOCAL ADJUSTED COORDINATES, LOCAL ADJUSTED ELEVATIONS, LOCAL ADJUSTED CURVATURE CORRECTIONS, LOCAL ADJUSTED DISTANCES, LOCAL ADJUSTED BEARINGS, LOCAL ADJUSTED COORDINATES, LOCAL ADJUSTED ELEVATIONS, LOCAL ADJUSTED CURVATURE CORRECTIONS

FINAL PLAT REISS INDUSTRIAL PARK

LOTS 1 - 12

PART OF THE NW 1/4 OF SEC. 20, TOWNSHIP 47 NORTH, RANGE 31 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI



BOUNDARY DESCRIPTION: Part of the Northwest Quarter of Section 20, Township 47 North, Range 31 West, of the 24th Principal Meridian, 1820, in Jackson County, Missouri, as shown on the plat of the City of Lee's Summit, Missouri, recorded in Book 120, Page 107 of the Jackson County Records, and as shown on the plat of the City of Lee's Summit, Missouri, recorded in Book 120, Page 107 of the Jackson County Records, and as shown on the plat of the City of Lee's Summit, Missouri, recorded in Book 120, Page 107 of the Jackson County Records.

NOTARIAL ACKNOWLEDGEMENT: I, Notary Public in and for the State of Missouri, do hereby certify that the foregoing plat was duly acknowledged before me by the parties thereto on this 15th day of February, 2007, at Lee's Summit, Missouri.

CITY OF LEE'S SUMMIT APPROVAL: This plat is approved by the City of Lee's Summit, Missouri, on this 15th day of February, 2007, at Lee's Summit, Missouri.

JACKSON COUNTY ASSESSOR'S APPROVAL: This plat is approved by the Jackson County Assessor, Missouri, on this 15th day of February, 2007, at Jackson County, Missouri.

PREPARED BY: PHOENIX ENGINEERING & SURVEYING, L.L.C. 1000 N. W. 10th St., Suite 100, Lee's Summit, MO 64086

MA731-20 SHEET 1 OF 1

STORM DRAINAGE NOTES: 1. This plat is subject to the storm drainage plan... 2. The storm drainage plan is subject to the approval of the City of Lee's Summit, Missouri...

NOTES: 1. This plat is subject to the storm drainage plan... 2. The storm drainage plan is subject to the approval of the City of Lee's Summit, Missouri...

SURVEYOR'S CERTIFICATE: I, the undersigned, being a duly licensed Surveyor in the State of Missouri, do hereby certify that the foregoing plat was duly surveyed and prepared in accordance with the laws of the State of Missouri.

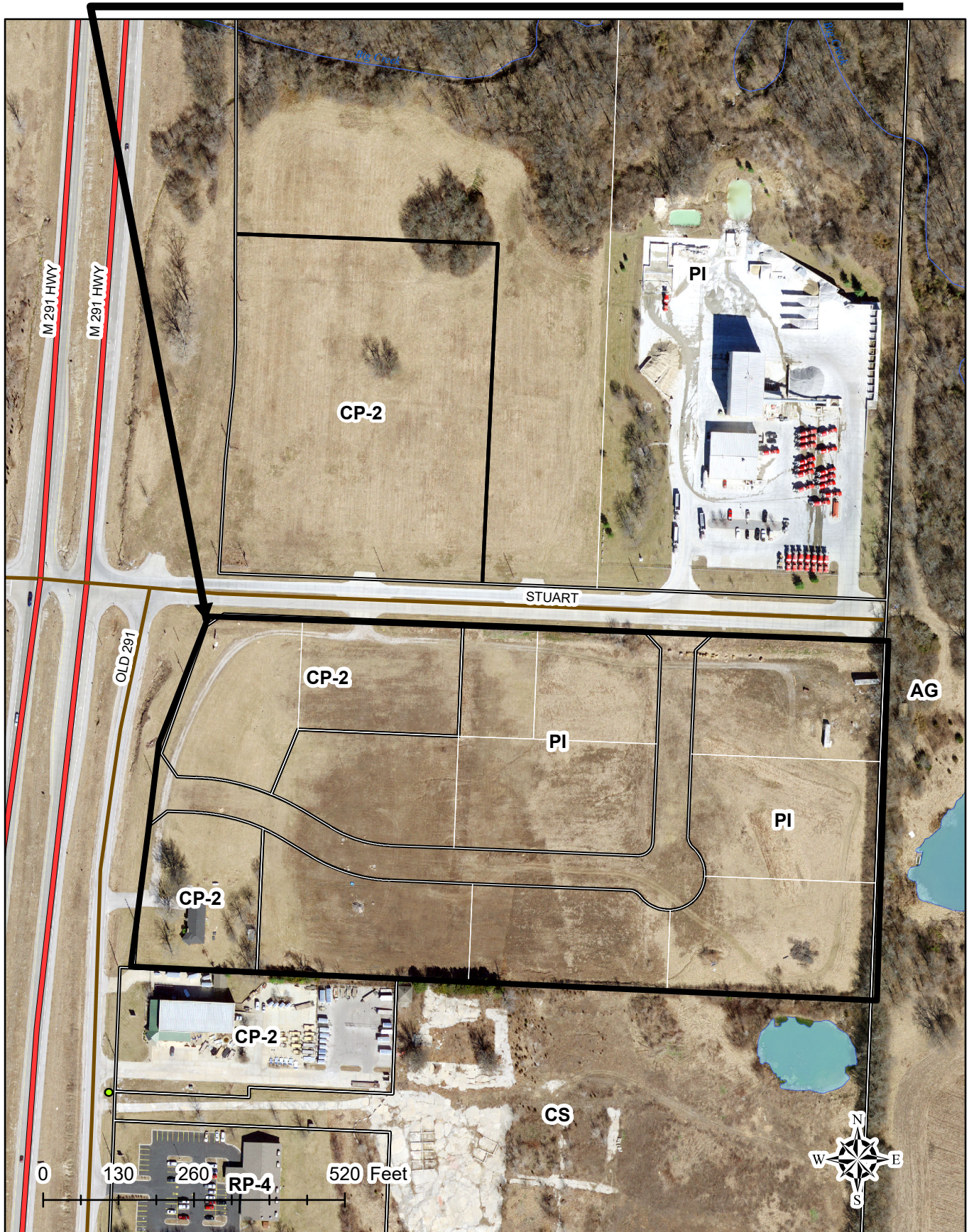
RECORDING INFORMATION: This plat is recorded in Book 120, Page 107 of the Jackson County Records, Missouri.



# #PL2017-135 --VACATION OF RIGHTS-OF-WAY

All of SE 23rd St. & SE Reiss Dr.

Engineering Solutions, LLC, applicant





## Packet Information

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**File #:** BILL NO. 17-206, **Version:** 1

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AN ORDINANCE VACATING CERTAIN EASEMENTS LOCATED WITHIN THE PLAT OF REISS INDUSTRIAL PARK, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF SE M-291 HWY. AND SE STUART RD. IN THE CITY OF LEE'S SUMMIT, MISSOURI.

(Note: First read by City Council on September 21, 2017.)

Proposed City Council Motion:

I move for a second reading of AN ORDINANCE VACATING CERTAIN EASEMENTS LOCATED WITHIN THE PLAT OF REISS INDUSTRIAL PARK, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF SE M-291 HWY. AND SE STUART RD. IN THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: On motion of Ms. Roberts and seconded by Mr. Funk, the Planning Commission voted unanimously by voice vote to **APPROVE** the Consent Agenda as published at the August 22, 2017, Planning Commission meeting.

**BILL NO. 17-206**

---

AN ORDINANCE VACATING CERTAIN EASEMENTS LOCATED WITHIN THE PLAT OF REISS INDUSTRIAL PARK, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF SE M-291 HWY. AND SE STUART RD. IN THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2017-136 was submitted by Engineering Solutions, LLC, requesting vacation of all the easements dedicated by the plat of Reiss Industrial Park, generally located at the southeast corner of SE M-291 Hwy. and SE Stuart Rd. in Lee's Summit, Missouri; and,

WHEREAS, the easements were dedicated to the City on the final plat *Reiss Industrial Park, Lots 1 - 12* which was recorded by Instrument #2008E0124331 on December 3, 2008; and,

WHEREAS, the Planning Commission considered the request on August 22, 2017, and rendered a report to the City Council recommending that the vacation of easement be approved; and,

WHEREAS, the City Council for the City of Lee's Summit has determined that no damages are ascertainable by reason of such vacation.

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

SECTION 1. That the following described easements are hereby and herewith vacated:

*All easements dedicated by the plat Reiss Industrial Park, Lots 1-12.*

SECTION 2. That upon the effective date of the vacation of the easements described in Section 1 above, the City releases all right, title and interest in and to the City owned infrastructure located within the easements.

SECTION 3. That the City Clerk be and is hereby authorized and directed to acknowledge a copy of this ordinance and to record same in the Office of the Recorder of Deeds of the County in which the property is located.

SECTION 4. 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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

**BILL NO. 17-206**

---

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*Deputy City Clerk Trisha Fowler Arcuri*


APPROVED AS TO FORM:

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

# City of Lee's Summit

## Development Services Department

August 18, 2017

TO: Planning Commission  
FROM: Robert G. McKay, AICP, Director of Planning and Special Projects   
RE: **Appl. #PL2017-136 – VACATION OF EASEMENT – all of the easements located within the plat of Reiss Industrial Park, generally located at the southeast corner of SE M-291 Hwy. and SE Stuart Rd.; Engineering Solutions, LLC, applicant**

### Commentary

The applicant proposes to vacate all of the easements that were dedicated by the plat of Reiss Industrial Park for the purpose of developing the site with a church. The easements conflict with the location of the proposed building. New easements will be dedicated as part of a new plat for the church. The vacation of easements does not apply to the 20' utility easement which was dedicated by Document #1998I93531, nor does it include the 15' x 20' sanitary sewer and storm sewer easements dedicated by Document #2002I0021483 and #2002I0040404, respectively.

### Recommendation

Staff recommends **APPROVAL** of the vacation of easement.

### Project Information

**Vacation of Easement:** all of the easements dedicated by the plat of Reiss Industrial Park

**Location:** generally located at the southeast corner of SE M-291 Hwy. and SE Stuart Rd.

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

#### **Surrounding Zoning and Use:**

**North (across SE Stuart Rd.):** CP-2 and PI—vacant undeveloped land and Geiger Ready Mix Concrete Plant

**South:** CP-2 and CS (Planned Commercial Services)—Croft Trailers and vacant undeveloped property

**East:** AG (Agricultural)—vacant undeveloped property

**West (across S. M-291 Hwy.):** AG—vacant undeveloped property

### Background

- June 1, 1993 – The City Council approved a rezoning (Appl. #1993-011) from A (Agricultural, now AG) to C-1 (General Business, now CP-2) and M-1 (Light Industrial, now PI) on this property by Ord. #3847 for Mr. Reiss' excavating business. There was no site plan associated with the rezoning application. An existing house was to serve as the business office.
- January 24, 2008 – The City Council approved a rezoning (Appl. #2007-194) from AG, CP-2 and PI-1 to CP-2 and PI-1 and a preliminary development plan (Appl. #2007-195) for Reiss Industrial Park located at the southeast corner of Stuart Road and M-291 Highway by Ord. #6574.

- June 12, 2008 – The City Council approved the final plat (Appl. #2008-046) for *Reiss Industrial Park, Lots 1-12* by Ord. #6637.
- September 11, 2008 – The City Council approved the revised final plat (Appl. #2008-124) for *Reiss Industrial Park, Lots 1-12* by Ord. #6684. This plat was recorded at the Jackson County Recorder of Deeds Office on December 3, 2008, by Instrument #2008E0124331.
- November 19, 2015 – The City Council approved a preliminary development plan (Appl. #PL2015-131) for Eagle Creek Church.

**Analysis of Vacation of Easement**

The applicant proposes to vacate all of the easements located within the plat of Reiss Industrial Park, generally located at the southeast corner of SE M-291 Hwy. and SE Stuart Rd. All of the property comprising Reiss Industrial Park has been purchased by Eagle Creek Family Church and is in the process of being developed into a new church.

Letters were sent to the utility companies (KCP&L, Laclede Gas, AT&T, Spectrum Cable, and Comcast Cable), as well as to the City’s Public Works and Water Utilities Departments, for their input. No objections were received to the vacation of the easements dedicated by the *Reiss Industrial Park* plat.

**Code and Ordinance Requirements**

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

**Planning**

1. The vacation of easement shall be recorded prior to the issuance of any building permits on the subject property. A copy of the recorded document shall be provided to the Development Services Department.

RGM/cs

Attachments:

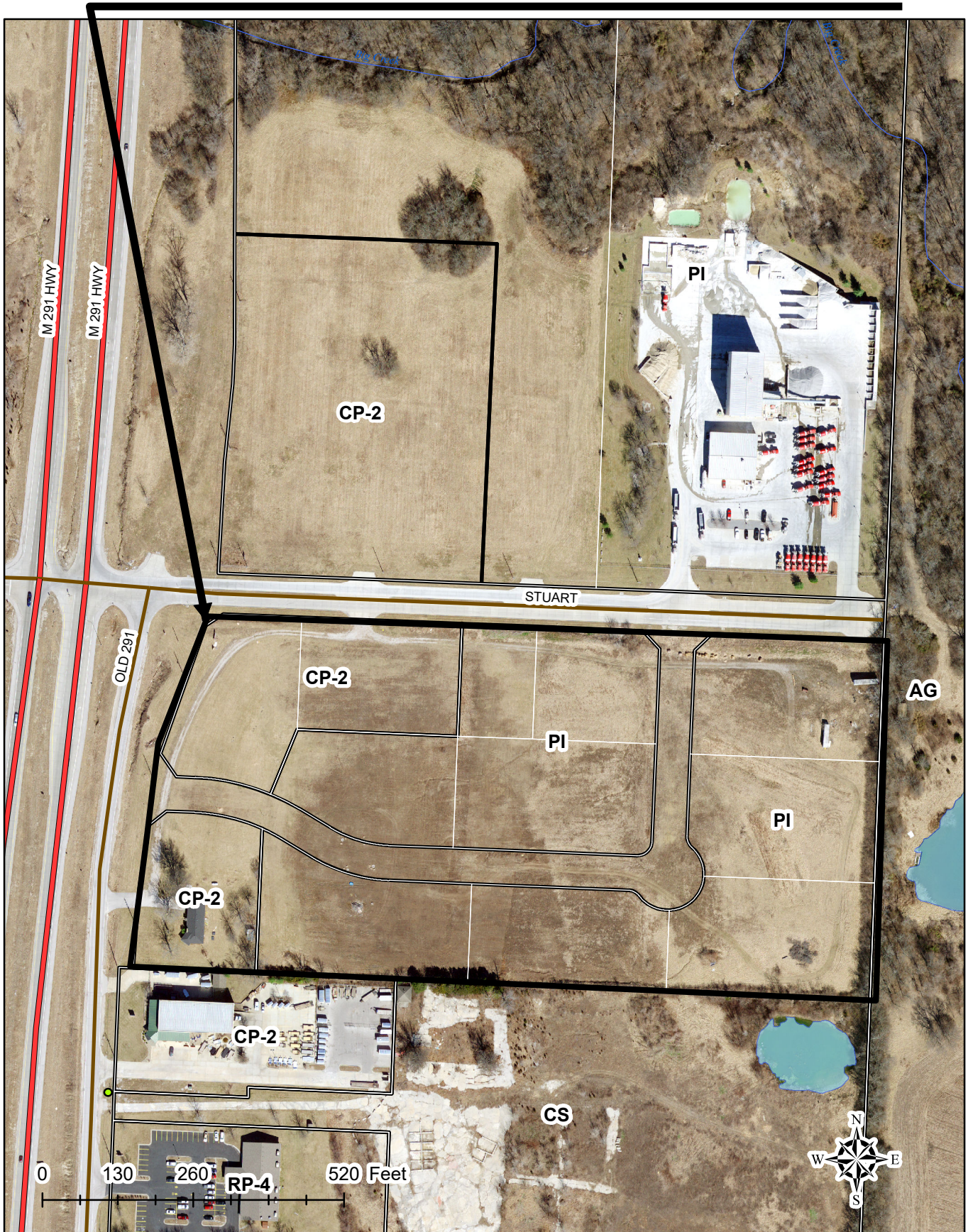
1. Legal description and drawing of easements to be vacated, date stamped June 21, 2017 – 1 page
2. Reduced copy of *Reiss Industrial Park, Lots 1-12*
3. Location Map





# #PL2017-136 --VACATION OF EASEMENTS

All of the easements within the plat of Reiss Industrial Park Engineering Solutions, LLC, applicant





## Packet Information

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**File #:** BILL NO. 17-208, **Version:** 1

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-042-1-3C WATER UTILITIES SCADA SYSTEM IMPROVEMENTS TO SECOND SIGHT SYSTEMS LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$396,855.14.

(Note: First read by City Council on September 21, 2017.)

Key Issues:

- The current SCADA communications system is in need of replacement as AT&T is providing a reduced level of support and reliability for the leased copper communication lines.
- The Water Utilities Department will spend nearly \$450,000 this year on the leased copper lines.
- The Water Utilities Department is scheduled to move into the new facility this fall and AT&T has indicated it will not relocate the leased copper line service to the new facility.
- The Water Utilities Department engaged HDR Engineering, Inc to create a SCADA Master Plan which evaluated the future needs of our SCADA program as well as various methods of communications.
- The radio system will be augmented with fiber connections at the largest facilities to support the increased level of data and opportunity for expansion at those sites.
- This contract will complete the SCADA Communications construction as recommended by the SCADA Master Plan.
- The City advertised and bid this project and recieved 3 bids.
- Second Sight Systems has been determined to be the lowest responsive and responsible bidder.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-042-1-3C WATER UTILITIES SCADA SYSTEM IMPROVEMENTS TO SECOND SIGHT SYSTEMS LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$396,855.14.

Background:

The SCADA System was originally constructed using AT&T leased POTs (Plain Old Telephone) lines for its communications backbone to all the remote water and waste water sites. These lines have worked well for many years but over time the utility's systems have become more complex and the data files are now larger and more numerous than ever before which is causing the lines to reach their limit at several of the larger remote sites.

To compound this issue AT&T is moving towards retiring these lines and encouraging the utility to seek other alternatives by increasing the lease rates while decreasing support. Water Utilities has been reviewing alternatives for

several years to find the correct technology to replace the leased copper lines. The utility has worked with public safety to review microwave transmission, has reviewed the possibility of fiber connections, has piloted a cellular communication option and had a varieties of issues with consistency and potential costs with all of those options.

The proposed radio communications will operate a lower licensed commercial frequency in the 173-450 mhz range and provide good coverage to all the remote facilities. This type of communication has been used for years and is quite reliable and cost effective. The draw back to the use of radio frequencies is bandwidth and speed of the signal, which is why this plan will also employ the use of fiber at the larger facilities.

Staff Recommendation: Staff Recommends AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-042-1-3C WATER UTILITIES SCADA SYSTEM IMPROVEMENTS TO SECOND SIGHT SYSTEMS LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$396,855.14.

Presenter: Jeff Thorn, P.E. Assistant Director of Engineering Services, Lee's Summit Water Utilities

Staff Recommendation: Steff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-042-1-3C WATER UTILITIES SCADA SYSTEM IMPROVEMENTS TO SECOND SIGHT SYSTEMS LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$396,855.14.

Committee Recommendation: The September 19 Public Works Committee meeting was cancelled due to a lack of agenda items.

## **BILL NO. 17-208**

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-042-1-3C WATER UTILITIES SCADA SYSTEM IMPROVEMENTS TO SECOND SIGHT SYSTEMS LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$396,855.14.

WHEREAS, the Water Utilities Department operates and maintains the Supervisory Control and Data Acquisition (SCADA) system as part of the operation of the water and wastewater systems in Lee's Summit; and,

WHEREAS, the City of Lee's Summit hired HDR Engineering, Inc. to provide a master plan for the future of the SCADA system in Lee's Summit; and,

WHEREAS, AT&T is currently planning to phase out the phone lines which provide the backbone for the communications system for SCADA; and,

WHEREAS, the SCADA Master Plan Recommends a radio system to replace the leased copper lines that are being phased out; and,

WHEREAS, on August 3, 2017, City Staff advertised the Invitation to Bid on the City's website; and,

WHEREAS, as of the closing of the time for submission of bids, a total of 3 contractors submitted bids; and,

WHEREAS, after evaluation of the bids received, Second Sight Systems LLC. was determined to be the lowest and most responsible bidder for Bid No. 2017-042-1-3C

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, Missouri hereby authorizes the award of bid no. 2017-042-1-3C generally for the purpose of Water Utilities SCADA Improvements to Second Sight Systems LLC, in the amount of \$396,855.14.

SECTION 2. That the Agreement by and between the City of Lee's Summit, Missouri and Miles Excavating, Inc. for the services contained in bid no. 2017-042-1-3C generally for the purpose of Water Utilities SCADA Improvements to Second Sight Systems LLC, in the amount of \$396,855.14 said agreement being attached hereto as Exhibit A and incorporated herein by reference be and hereby is approved and the City Manager is authorized to execute the same by and on behalf of the City.

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.

**BILL NO. 17-208**

---

PASSED by the City Council of the City of Lee's Summit, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney  
*Jackie McCormick Heanue*



844.789.9111  
info@ssrf.com  
www.ssr.com

Utility Field Services • SCADA Systems • Tower Services

7 September 2017

To: HDR & the City of Lee's Summit MO  
From: Second Sight Systems  
Re: Proposal for the Water Utilities SCADA System Improvement; Bid No. 2017-042-1-3C

It is with great enthusiasm that **Second Sight Systems** presents a proposal to HDR and the City of Lee's Summit MO for the Water Utilities SCADA System Improvement project. As part of our solution, Second Sight will take the role of lead contractor and engage the services of **Larson Data Communications** who is under a contractual retainer to serve as a technical consultant and advisor throughout the duration of the project. This two-party approach will provide HDR and the City of Lee's Summit with the most qualified SCADA technical resources in the marketplace who can also meet 100% of the bid specifications.

Second Sight is an authorized GE MDS™ Full Service Partner for the state of Missouri and has RF engineers on staff who have earned certification status at the GE factory in Rochester, NY. Our authorization status grants us most favorable pricing rights for the portfolio of GE MDS™ products and assures our customers that the MDS™ solution for their SCADA system will be installed and configured by GE MDS™-qualified technicians.

As part of our end-to-end solution, Second Sight also has Comtrain-certified communication tower technicians on staff. Our tower climbers have experience in cellular and utility communication tower installations and meet the highest level of industry safety standards. Without having to outsource tower services to a third party, HDR and the City of Lee's Summit can feel confident that the solutions delivered to them by our RF engineers will be well-coordinated and deployed by our own tower technicians with the same level of service and support.

**Larson Data Communications** will be retained as an advisor to Second Sight and will play a significant role with the installation and post-installation technical support. Larson is intimately knowledgeable of the project specifications, having completed the site survey for HDR and authoring the system specs for this project. There is simply no other firm more familiar with the performance requirements for this project than Larson Data Communications.

***The collaborative approach between Second Sight Systems and Larson Data Communications will deliver the safest, most comprehensive and technically sound option for this project.***

We look forward to your response and the opportunity to work with HDR Engineering and the City of Lee's Summit MO.

Respectfully,

**Jim Strite**  
Sales Manager  
Second Sight Systems

# BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

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

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
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2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
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# BID FORM

Water Utilities SCADA System Improvements, City Project Number 2017-042-1-3C,  
HDR Project Number 10028695

<b>Bidder's Company Name</b>	Second Sight Systems		
<b>Primary Contact (Name)</b>	Jim Strite		
<b>Address</b>	PO# 1003 Hillsboro MO 63050		
<b>Email</b>	jim.strite@sssrf.com	<b>Business License No</b>	20175471
<b>Phone No</b>	636-789-9999	<b>Fax No</b>	636-789-9998

### ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted electronically via the Quest vBid system at [www.QuestCDN.com](http://www.QuestCDN.com) for Bid No. 5301409, Water Utilities Facility, City of Lee's Summit Public Works Department.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents (including the Bid Worksheet) to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid, or if applicable the Bid Worksheet submitted via the Quest vBid system, and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum #</u>	<u>Addendum Date</u>
Addendum 1	08-21-2017
_____	_____
_____	_____
_____	_____

- B. Bidder 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. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 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;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) identified in the Bid Worksheet submitted electronically via the Quest vBid system at [www.QuestCDN.com](http://www.QuestCDN.com).

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security in accordance with Article 8 of the Instructions to Bidders (C-200);
  - B. Addendum Acknowledgement Page for each Addendum
  - C. List of Proposed Subcontractors
  - D. List of Proposed Manufacturers and Suppliers

- E. List of Project References
- F. Required Bidder Qualification Statement with Supporting Data
- G. Affidavit of Non-Collusion
- H. Work Authorization Affidavit signed and notarized
- I. Documentation affirming enrollment and participation in a federal work authorization program.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Second Sight Systems, LLC (SEAL)

State of Incorporation: Missouri

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: Todd Deibel

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Todd Deibel

Title: President/Manager  
(CORPORATE SEAL)

Attest Jim Strite

Date of Qualification to do business in Missouri is 03 / 01 / 2016

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

## BID WORKSHEET

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

### **Section A - Base Bid**

#### **Water Utilities SCADA System Improvements**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
A-1.	All work under the Bidding Documents	LS	1	\$ 396,855.14	\$ 396,855.14
Total of All Base Bid Prices:					
Three Hundred Ninety Six Thousand Eight Hundred Fifty Five and 14/100				\$ 396,855.14	
(Words)					Dollars & No Cents



### Consulting Agreement

This Consulting Agreement (the “Agreement” or “Consulting Agreement”) states the terms and conditions that govern the contractual agreement between **LARSON DATA COMMUNICATIONS** having its principal place of business at 220 S. Kimball St., Mitchell, SD 57301 (the “Consultant”), and **SECOND SIGHT SYSTEMS, LLC** (the “Lead Contractor”) who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers technical consulting services to support the development of a proposal and execution of installation services related to the City of Lee’s Summit RFP for the water utility SCADA system; and

WHEREAS, the Lead Contractor desires to retain the services of the Consultant to render consulting services with regards to technical support, network optimization programming, and customer training according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Lead Contractor (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

#### 1. Term

This Agreement shall begin on **9/1/17** and continue for six (6) months and automatically renews for an additional six (6) months unless one Party provides written notice to the other Party.

a. Either Party may terminate this Agreement for any reason with thirty (30) days written notice to the other Party.

#### 2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Lead Contractor and act as an exclusive consultant and advisor to the Lead Contractor. Consultant will advise Lead Contractor in developing a comprehensive proposal that will address all system specifications outlined in the HDR and Lee’s Summit RFP document. Should Lead Contractor ultimately be awarded the contract from the City of Lee’s Summit, Consultant will be retained throughout the installation phase including the completion of the system deployment and will be expected to provide hands-on support for all network programming and optimization, customer on-call technical support, and post-installation training (the “Consulting Services”).

#### 3. Compensation

Refer to *Amendment “A”*

#### 4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Lead Contractor will hold all intellectual property rights in any new or unique work product resulting from the Consulting Services including, but not limited to,





844.789.9111  
info@sssr.com  
www.sssrf.com

Utility Field Services • SCADA Systems • Tower Services

copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product to the Lead Contractor.

5. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Lead Contractor's business, including, without limitation any information regarding any of the Lead Contractor's customer information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Lead Contractor, or (iii) use Confidential Information other than solely for the benefit of the Lead Contractor.


10. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Missouri and subject to the exclusive jurisdiction of the federal and state courts located in Jefferson County, Missouri.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

**LARSON DATA COMMUNICATIONS ("Consultant")**

**SECOND SIGHT SYSTEMS, LLC ("Lead Contractor")**

Signature: 

Name: Michael E. Larson

Date: 6 September, 2017

Signature: *Todd Deibel*

Name: Todd Deibel

Date: 6 September 2017



**GEMDS**

Industrial Wireless  
Networks

# Product Training Session

THIS IS TO CERTIFY THAT

**Andrew Krekow**

HAS SUCCESSFULLY COMPLETED MDS PRODUCT LINE AND APPLICATION TRAINING FOR

**Orbit Certification**

In Rochester, NY July 25<sup>th</sup> - 29<sup>th</sup>

Instructor: Alex Boyd





**Product Training Session**



*This Certifies That*

**Andrew Krekow**

Has successfully completed MDS Product Line and Application Training for the:

**Industrial Wireless Data Communications Technology  
& GE MDS Orbit Product Suite Training**

Conducted by Larson Data Communications, in Mitchell, SD

December 13th - 15th, 2016

Aaron Gerfen  
INSTRUCTOR  
Senior Systems Technician

Mike Larson  
INSTRUCTOR  
Senior Systems Engineer



**State of Missouri**  
**Jason Kander, Secretary of State**  
 Corporations Division  
 PO Box 778 / 600 W. Main St., Rm. 322  
 Jefferson City, MO 65102

**LC001475151**  
**Date Filed: 3/16/2016**  
**Jason Kander**  
**Missouri Secretary of State**

**Amendment of Articles of Organization**

*(Submit with filing fee of \$25.00)*

Charter #: LC001475151

1. The current name of the limited liability company is SCADA Holdings, LLC

2. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless a future date is otherwise indicated:

*(Date may not be more than 90 days after the filing date in this office)*

3. State date of occurrence that required this amendment: 3/1/2016  
*Month/Day/Year*

4. The articles of organization are hereby amended as follows:

Section 1 shall be deleted in its entirety and, in lieu thereof, the following shall be substituted in its place and stead: "The name of the company is Second Sight Systems, LLC."

New Name (if applicable): Second Sight Systems, LLC

5. (Check if applicable) This amendment is required to be filed because:

- management of the limited liability company is vested in one or more managers where management had not been so previously vested.
- management of the limited liability company is no longer vested in one or more managers where management was previously so vested.
- a change in the name of the limited liability company.
- a change in the time set forth in the articles of organization for the limited liability company to dissolve.

6. This amendment is (check either or both):

- authorized under the operating agreement
- required to be filed under the provisions of RSMo Chapter 347
- both

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Todd Deibel  
*Authorized Signature*

TODD DEIBEL  
*Printed Name*

03/16/2016  
*Date*

LLC-12 (11/2009)

Name and address to return filed document:
Name: <u>Thomas E. Pulliam</u>
Address: <u>Email: tepulliam@aol.com</u>
City, State, and Zip Code: _____

# STATE OF MISSOURI



**Jason Kander**  
**Secretary of State**

## CERTIFICATE OF AMENDED ARTICLES OF ORGANIZATION

WHEREAS,

*Second Sight Systems, LLC*  
*LC001475151*

FORMERLY,

*SCADA Holdings, LLC*

filed its amended Articles of Organization with this office and WHEREAS that filing was found to conform to the Missouri Limited Liability Company Act;

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, by virtue of authority vested in me by law do hereby certify and declare that the above entity's Articles of Organization are amended.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 16th day of March, 2016.

  
Secretary of State



	Bid # 2017-042-1-3C	
		September 7, 2017 / 2:00 PM
	Water Utilities SCADA Improvements	
	Bidder	Bid
1	R. E. Pedrotti Company	\$ 498,000.00
2	Second Sight Systems	\$ 396,855.14
3	A.W. Schultz, Inc.	\$ 548,500.00
4		
5		
6		
7		
8		
9		
	Engineer's Estimate	\$ 484,888.00

## Packet Information

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**File #:** BILL NO. 17-210, **Version:** 1

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AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE CERTAIN PERMANENT EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR ROAD IMPROVEMENTS ASSOCIATED WITH THE WARD ROAD IMPROVEMENT PROJECT (COUNTY LINE ROAD TO 163RD ST); AUTHORIZING THE CITY MANAGER AND HIS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE NECESSARY INTERESTS IN LAND; AND AUTHORIZING THE CITY ATTORNEY AND HIS DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

(Note: First read by City Council on September 21, 2017.)

### Issue/Request:

AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE CERTAIN PERMANENT EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR ROAD IMPROVEMENTS ASSOCIATED WITH THE WARD ROAD IMPROVEMENT PROJECT (COUNTY LINE ROAD TO 163RD ST); AUTHORIZING THE CITY MANAGER AND HIS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE NECESSARY INTERESTS IN LAND; AND AUTHORIZING THE CITY ATTORNEY AND HIS DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

### Key Issues:

- o This ordinance would provide for the City to use the power of eminent domain (condemnation) to acquire Right of Way, Temporary Construction Easements, and Permanent Easements through up to 11 parcels for roadway improvements located along Ward Road.
- o City Staff has tried to acquire the necessary easements through negotiation but has been unsuccessful.
- o Eminent domain is used only after negotiations based upon appraisal estimates of fair market value have failed to reach an agreement.

### Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE CERTAIN PERMANENT EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR ROAD IMPROVEMENTS ASSOCIATED WITH THE WARD ROAD IMPROVEMENT PROJECT (COUNTY LINE ROAD TO 163RD ST); AUTHORIZING THE CITY MANAGER AND HIS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE



NECESSARY INTERESTS IN LAND; AND AUTHORIZING THE CITY ATTORNEY AND HIS DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

Background:

Improvements to Ward Road were approved by Lee's Summit voters as part of the 2007 Capital Sales Tax Renewal, hereinafter referred to as the "Project". This Project is primarily a complete streets project that includes sidewalk, shared-use path, street lighting, curb and gutter, enclosed storm drains, utility relocations, culvert extensions, roadway widening to accommodate one vehicular lane in each direction of travel with turning lanes, pavement marking, signing, and pavement improvements, hereinafter referred to as the "Improvements."

The original project scope extended from County Line Road south to Fenwick Road because it was the last cross street entirely within the corporate limits of Lee's Summit. The project was later directed to be extended south to Raintree Parkway, which requires building west portions of the road outside the City Limits in unincorporated areas of Cass County. The improvements outside the City's jurisdiction will be along Ward Road from approximately 1,150 feet south of Fenwick Drive to Raintree Parkway, 163rd Street, and then transition to match the existing road at Gore Road. The work will be fully funded through the Lee's Summit Capital Sales Tax Renewal.

Currently, the City and Cass County have an Intergovernmental Agreement to coordinate maintenance and capital improvements of the shared road. That agreement was approved by the City Council in 2009 by passage of Ordinance No. 6842 and a modified agreement was passed by City Council in July 2017 that would continue maintenance of the new road and include snow removal, pothole patching, and storm drainage maintenance.

City Staff conducted public meetings to share the preliminary plans and initiated communications directly with Cass County Public Works and Cass County Commissioners to review the project scope. Cass County Commissioners and a few residents voiced specific objections to installing a sidewalk on the west side of the road and the City's proposal to annex the right of way.

Upon the request of Cass County, the City advised unincorporated Cass County residents, located along the west side of the road, there would be no annexation of private property. The residents would retain their status as residents in the unincorporated portions of Cass County. Both positive and negative comments were received regarding the proposed improvements and annexation.

Cass County decided to move forward with an intergovernmental agreement to continue the current roadway maintenance arrangement rather than allow annexation of the public right of way. Cass County also approved the agreement on the condition that the proposed sidewalk along the west limits of the project is not built. All other proposed design characteristics remain: 3-lane road with sidewalk along entire east side, 10-foot trail north of SW Fenwick Road.

Right of way acquisition within Cass County commenced in July 2017 following approval of the modified agreement by both Cass County and the City. Most of the right of way has been acquired along the Project area. However, negotiations with some property owners along the west side of the roadway have not been successful and this has delayed acquisition of temporary and permanent easements. While many of the owners have been agreeable, the



remaining properties mentioned in Exhibit B of the proposed ordinance have delayed acquisition, and failure to acquire those easements will delay the project. In order to begin construction on schedule by spring 2018, acquisition of properties must be concluded prior to project bid. Final Plans are being designed and are expected to be approved with bidding specifications and prepared for bid by February 2018.

**Impact/Analysis:**

Failure to obtain the necessary rights of way and easements through eminent domain will delay the project or significantly increase the cost of easement acquisition.

**Timeline:**

Start: upon approval of Ordinance

Finish: Spring 2018

**Other Information/Unique Characteristics:**

[Enter text here]

Presenter: George Binger, Deputy Director of Public Works / City Engineer

Staff Recommendation: Staff recommends approval of AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE CERTAIN PERMANENT EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR ROAD IMPROVEMENTS ASSOCIATED WITH THE WARD ROAD IMPROVEMENT PROJECT (COUNTY LINE ROAD TO 163RD ST); AUTHORIZING THE CITY MANAGER AND HIS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE NECESSARY INTERESTS IN LAND; AND AUTHORIZING THE CITY ATTORNEY AND HIS DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

Committee Recommendation: The September 19 Public Works Committee meeting was cancelled due to a lack of agenda items.



## **BILL NO. 17-210**

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AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE CERTAIN PERMANENT EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR ROAD IMPROVEMENTS ASSOCIATED WITH THE WARD ROAD IMPROVEMENT PROJECT (COUNTY LINE ROAD TO 163RD ST); AUTHORIZING THE CITY MANAGER AND HIS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE NECESSARY INTERESTS IN LAND; AND AUTHORIZING THE CITY ATTORNEY AND HIS DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

WHEREAS, the City Council for the City of Lee's Summit, Missouri deems it necessary, desirable, advisable and in the public interest to obtain certain permanent easements and temporary construction easements for the purpose of constructing roadway improvements, as specified in the proposed project plans and specifications on file with the Lee's Summit Public Works Department, together with all appurtenances thereto, under, over, upon, across and through certain tracts of land within Unincorporated Cass County, Missouri; and,

WHEREAS, the City has the authority by virtue of Sections 88.010 to 88.070, 88.073, 88.077 and 82.240 of the Revised Statutes of the State of Missouri, 2016, as amended, and by virtue of the Charter of the City of Lee's Summit, Missouri, to acquire private property by condemnation proceedings for any public or municipal use, including uses or purposes stated herein.

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

SECTION 1. That it is hereby found, determined and declared that it is necessary and in the public interest for the public purpose of constructing road improvements as depicted in Exhibit "A" attached hereto and incorporated by reference as if fully set forth herein in the City of Lee's Summit, Jackson County, Missouri, pursuant to proposed plans and specifications on file with the Lee's Summit Public Works Department, to acquire, by purchase or condemnation proceedings, certain permanent easements and temporary construction easements for such public improvements, including but not limited to installation, maintenance and repair of a storm sewer line, curb and gutter, and all work incidental and subsidiary thereto all of which are situated in the City of Lee's Summit, Cass County, Missouri, or Unincorporated Cass County, Missouri, and are legally described in Exhibit "B" attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2. That the City Manager and his designees are hereby authorized to negotiate with the owners of property herein described for the purpose of acquiring certain permanent easements and temporary construction easements, relating to the property herein described.

SECTION 3. That the City Manager and his designees are hereby authorized to execute necessary documents, to pay and disburse funds to property owners, others holding property rights and escrow agents pursuant to negotiated agreements.

**BILL NO. 17-210**

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SECTION 4. That, in the event of failure, following good faith negotiations, to reach agreement on the amount of compensation to be paid for such permanent easements and temporary construction easements, and the acquisition thereof by purchase, the City Attorney and his designees, including special counsel, are hereby authorized and directed to institute condemnation proceedings for the purpose of acquiring such permanent easements and temporary construction easements in the manner provided by the Revised Statutes of Missouri.

SECTION 5. That this ordinance shall be in full force and effect from and after the date of its passage, adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

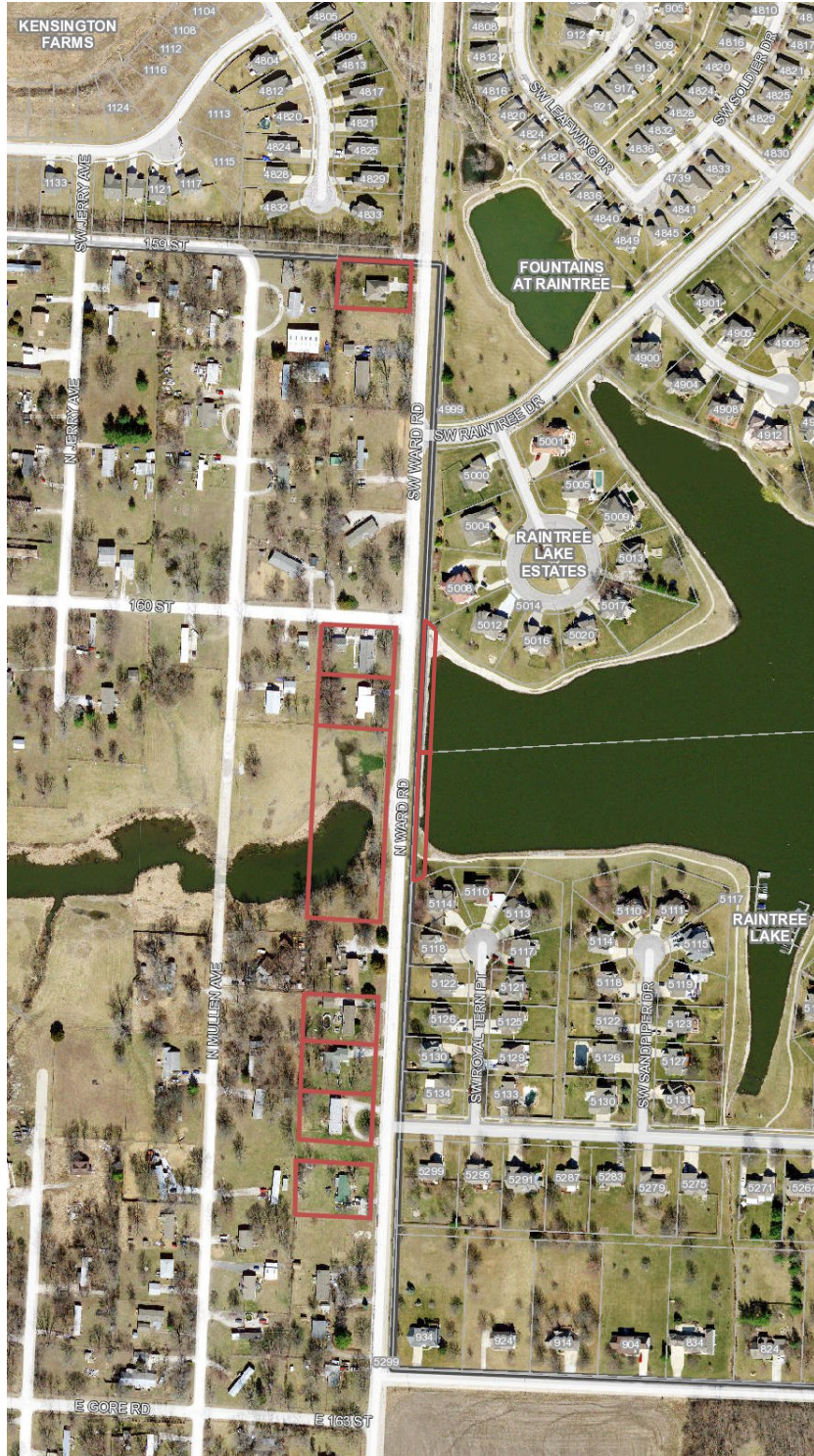
ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Infrastructure and Planning  
*Nancy K. Yendes*

**EXHIBIT A**



## **BILL NO. 17-210**

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### **EXHIBIT B**

#### **PERMANENT RIGHT-OF-WAY DEDICATION (Raintree, Tract 39A)**

All that part of the Southwest Quarter of Section 6, Township 46 North, Range 31 West, in the City of Lee's Summit, Cass County, Missouri, described as follows:  
Commencing at the intersection of the South subdivision line of RAINTREE LAKE ESTATES 3 RD PLAT, a subdivision of record in the city of Lee's Summit, Cass County, Missouri, and the existing East right-of-way line of Southwest Ward Road, according to the record plat thereof; thence North 61°23'11" West, along the Westerly prolongation of said South subdivision line, same being the existing Easterly right-of-way line of said Southwest Ward Road as now established, a distance of 11.13 feet to its intersection with the East line of the West 40.00 feet of said Southwest Quarter of Section 6, said point also being the Point of Beginning; thence North 61°23'11" West, continuing along the Westerly prolongation of said South subdivision and the existing Easterly right-of-way line of Southwest Ward Road, a distance of 16.69 feet to a point on the East line of the West 25.00 feet of the Southwest Quarter of said Section 6, said point being a point of deflection in the existing Easterly right-of-way line of said Southwest Ward Road; thence South 02°37'03" West, along the East line of the West 25.00 feet of the Southwest Quarter of said Section 6, same being said Easterly right-of-way line, a distance of 275.26 feet to a point of deflection in said existing Easterly right-of-way line; thence North 86°54'27" East, continuing along said existing Easterly right-of-way line, a distance of 15.07 feet to its intersection with the East line of the West 40.00 feet of the Southwest Quarter of said Section 6; thence North 02°37'03" East, along the East line of the West 40.00 feet of the Southwest Quarter of said Section 6, a distance of 266.44 feet to the Point of Beginning. Containing 4,063 square feet, more or less.

#### **TEMPORARY CONSTRUCTION EASEMENT (Raintree, Tract 39A)**

All that part of the Southwest Quarter of Section 6, Township 46 North, Range 31 West, in the City of Lee's Summit, Cass County, Missouri, described as follows:  
Beginning at the intersection of the South subdivision line of RAINTREE LAKE ESTATES 3RD PLAT, a subdivision of record in the City of Lee's Summit, Cass County, Missouri, with the existing East right-of-way line of Southwest Ward Road, according to the record plat thereof; thence North 61°23'11" West, along the Westerly prolongation of said South subdivision line, same being the existing Easterly right-of-way line of said Southwest Ward Road as now established, a distance of 11.13 feet to its intersection with the East line of the West 40.00 feet of said Southwest Quarter of Section 6; thence South 02°37'03" West, along the East line of the West 40.00 feet of the Southwest Quarter of said Section 6, a distance of 110.40 feet; thence South 87°22'57" East, departing the East line of the West 40.00 feet of the Southwest Quarter of said Section 6, a distance of 10.00 feet to a point on the East line of the West 50.00 thereof; thence North 02°37'03" East, along the East line of the West 50.00 feet of the Southwest Quarter of said Section 6, a distance of 105.52 feet to the Point of Beginning. Containing 1,080 square feet, more or less.

## **BILL NO. 17-210**

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### **TEMPORARY CONSTRUCTION EASEMENT (Raintree, Tract 40)**

All that part of the Southwest Quarter of Section 6, Township 46 North, Range 31 West, in the City of Lee's Summit, Cass County, Missouri, described as follows:

Beginning at the Northwest corner of Lot 916, RAIN TREE LAKE LOTS 804 THRU 945 AND 975 THRU 990, a subdivision of record located in the City of Lee's Summit, Cass County, Missouri, said point also being on the existing East right-of-way line of Southwest Ward Road as now established; thence North 02°37'03" East, along the existing East right-of-way line of said Southwest Ward Road, a distance of 154.59 feet; thence South 87°22'57" East, departing the existing East right-of-way line of said Southwest Ward Road, a distance of 10.00 feet to a point on a line that is 10.00 feet East of and parallel with the existing East right-of-way line thereof; thence South 02°37'03" West, along a line that is 10.00 feet East of and parallel with the existing East right-of-way line of said Southwest Ward Road, a distance of 150.00 feet to a point on the North line of said Lot 916; thence South 67°58'18" West, along the North line of said Lot 916, a distance of 11.00 feet to the Point of Beginning.

Containing 1,523 square feet, more or less.

### **TEMPORARY CONSTRUCTION EASEMENT (Koch, Tract 81)**

All of the East 10.00 feet of the of Lot 176A, RESURVEY OF MULLENDIKE LOTS 174 & 175 & 176, a survey of record in Cass County, Missouri.

Containing 1,091 square feet, more or less.

### **TEMPORARY CONSTRUCTION EASEMENT (Yates, Tract 88)**

All that part of Lot 168, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri, being described as follows:

Commencing at the Northeast corner of said Lot 168; thence North 86°50'34" West, along the North line of said Lot 168, a distance of 10.00 feet to the Point of Beginning; thence North 86°50'34" West continuing along the said North line, a distance of 10.00 feet to a point on the West line of the East 20.00 feet of said Lot 168; thence South 02°37'03" West, along the West line of the East 20.00 feet of said Lot 168, a distance of 111.98 feet to a point on the South line of said Lot 168; thence South 86°50'34" East, along said South line, a distance of 15.56 feet; thence North 00°13'30" West, departing said South line, a distance of 112.17 feet to the Point of Beginning.

Containing 1,431 square feet, more or less.

### **PERMANENT DRAINAGE EASEMENT (Yates, Tract 88)**

All that part of Lot 168, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri, being described as follows:

Beginning at the Northeast corner of said Lot 168, thence South 02°37'03" West, along the East line of said Lot 168, a distance of 111.98 feet to the Southeast corner thereof; thence North 86°50'34" West, along the South line of said Lot 168, a distance of 4.44 feet; thence North 00°13'30" West, departing the said South line, a distance of 112.17 feet to a

## **BILL NO. 17-210**

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point on the North line of said Lot 168; thence South 86°50'34" East, along the North line of said Lot 168, a distance of 10.00 feet to the Point of Beginning. Containing 808 square feet, more or less.

### **TEMPORARY CONSTRUCTION EASEMENT (Raintree, Tract 89)**

All of those parts of Lots 165 thru 167, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri, described as follows: Commencing at the Northeast corner of said Lot 167; thence North 86°50'34" West, along the North line of said Lot 167, a distance of 4.44 feet to the Point of Beginning; thence North 86°50'34" West, continuing along the North line of said Lot 167, a distance of 15.56 feet to a point on the West line of the East 20.00 feet of said Lot 167; thence South 02°37'03" West, along the West line of the East 20.00 feet of said Lot 167, a distance of 68.73 feet; thence South 62°40'11" West, departing the West line of the East 20.00 feet of said Lot 167, a distance of 63.48 feet; thence South 02°37'03" West, across Lots 167 and 166, distance of 63.48 feet; thence North 62°40'11" East a distance of 86.56 feet to a point on the East line of said Lot 166; thence North 02°37'03" East, along the East line of said Lots 166 and 167, a distance of 17.31 feet to a point on the East line of said Lot 167; thence South 62°40'11" West, departing the East line of said Lot 167, across said Lots 167 and 166, a distance of 51.58 feet; thence North 27°19'49" West a distance of 15.00 feet; thence North 62°40'11" East, across Lots 166 and 167 a distance of 60.02 feet; thence North 00°13'30" West a distance of 86.12 feet to the Point of Beginning.

Containing 4,982 square feet, more or less.

And: Commencing at the Southeast corner of said Lot 165; thence North 02°37'03" East, along the East line of said Lot 165, a distance of 5.25 feet to the Point of Beginning; thence North 02°37'03" East, continuing along the East line of said Lot 165, a distance of 34.75 feet; thence North 86°47'45" West, departing said East line, a distance of 75.00 feet; thence South 02°37'03" West a distance of 40.00 feet to a point on the South line of said Lot 165; thence South 86°47'45" East, along said South line, a distance of 7.14 feet; thence North 12°55'02" East, departing said South line, a distance of 16.62 feet; thence South 77°04'58" East a distance of 65.95 feet to the Point of Beginning.

Containing 2,274 square feet, more or less.

### **PERMANENT DRAINAGE EASEMENT (Raintree, Tract 89)**

All of those parts of Lots 165 thru 167, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri, described as follows:

Beginning at the Northeast corner of said Lot 167; thence South 02°37'03" West, along the East line of said Lot 167, a distance of 103.19 feet; thence South 62°40'11" West departing the East line of said Lot 167, across Lots 167 and 166, a distance of 51.58 feet; thence North 27°19'49" West, a distance of 15.00 feet; thence North 62°40'11" East, across said Lots 166 and 167, a distance of 60.02 feet; thence North 00°13'30" West a distance of 86.12 feet to a point on the North line of said Lot 167; thence South 86°50'34" East, along the North line of said Lot 167, a distance of 4.44 feet to the Point of Beginning.

Containing 1,036 square feet, more or less.

And: Beginning at the Southeast corner of said Lot 167; thence North 86°47'45" West, along the South line of said Lot 167, a distance of 67.86 feet; thence North 12°55'02" East,



## **BILL NO. 17-210**

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departing said South line, a distance of 16.62 feet; thence South 77°04'58" East a distance of 65.95 feet to a point on the East line of said Lot 167; thence South 02°37'03" West, along the East line of said Lot 167, a distance of 5.25 feet to the Point of Beginning. Containing 726 square feet, more or less.

### **PERMANENT RIGHT-OF-WAY DEDICATION (Raintree, Tract 90)**

All of the East 20.00 feet of the North One-Half of Lot 164, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri.  
Containing 1,120 square feet, more or less.

### **TEMPORARY CONSTRUCTION EASEMENT (Ford, Tract 92)**

All that part of Lot 162, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri, being described as follows:  
Commencing at the Southeast corner of said Lot 162; thence North 86°50'34" West, along the South line of said Lot 162, a distance of 7.00 feet to the Point of Beginning; thence North 86°50'34" West, continuing along said South line, a distance of 31.00 feet to a point on the West line of the East 38.00 feet of said Lot 162; thence North 02°37'03" East, along the West line of the East 38.00 feet of said Lot 162, distance of 111.78 feet to a point on the North line of said Lot 162; thence South 86°50'34" East, along the North line of said Lot 162, a distance of 34.27 feet; thence South 04°29'48" West a distance of 99.77 feet to a point on West line of the East 7.00 feet of said Lot 162; thence South 02°37'03" West, along the West line of the East 7.00 feet of said Lot 162, a distance of 12.04 feet to the Point of Beginning.  
Containing 3,628 square feet, more or less.

### **PERMANENT DRAINAGE EASEMENT (Ford, Tract 92)**

All that part of Lot 162, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri, being described as follows:  
Beginning at the Southeast corner of said Lot 162; thence North 02°37'03" East, along the East line of said Lot 162, a distance of 111.78 feet to the Northeast corner of said Lot 162; thence North 86°50'34" West, along the North line of said Lot 162, a distance of 3.73 feet; thence South 04°29'48" West, departing the North line of said Lot 162, a distance of 99.77 feet to a point on the West line of the East 7.00 feet of said Lot 162; thence South 02°37'03" West, along the West line of the East 7.00 feet of said Lot 162, a distance of 12.04 feet to a point on the South line of said Lot 162; thence South 86°50'34" East, along the South line of said Lot 162, a distance of 7.00 feet; to the Point of Beginning.  
Containing 619 square feet, more or less.

### **TEMPORARY CONSTRUCTION EASEMENT (Englesby, Tract 93)**

All of the West 31.00 feet of the East 38.00 feet of Lot 161, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri.  
Containing 3,472 square feet, more or less.

## **BILL NO. 17-210**

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### **PERMANENT DRAINAGE EASEMENT (Englesby, Tract 93)**

All of the East 7.00 feet of Lot 161, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri.  
Containing 784 square feet, more or less.

### **TEMPORARY CONSTRUCTION EASEMENT (Stepaniak, Tract 94)**

All of the West 16.00 feet of the East 23.00 feet of Lot 160, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri.  
Containing 1,792 square feet, more or less.

### **PERMANENT DRAINAGE EASEMENT (Stepaniak, Tract 94)**

All of the East 7.00 feet of Lot 160, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri.  
Containing 784 square feet, more or less.

### **TEMPORARY CONSTRUCTION EASEMENT (Carpenter, Tract 95)**

All of the East 5.00 feet of Lot 159, MULLENDIKE ADDITION, a subdivision of record in Cass County, Missouri.  
Containing 560 square feet, more or less.



## Packet Information

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**File #:** 2017-1514, **Version:** 1

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Fallen Law Enforcement Officers Proclamation

# PROCLAMATION



**WHEREAS**, public safety is paramount to the success and security of every city of our great nation; and,

**WHEREAS**, law enforcement officers daily put their lives on the line to serve and protect people, property and businesses in our communities; and,

**WHEREAS**, the City of Lee's Summit wishes to honor and remember those dedicated officers who have made the ultimate sacrifice in giving their lives in the line of duty; and,

**WHEREAS**, on May 1, 1983, Lee's Summit Police Officer Charles David Hartman died while attempting to rescue a canoeist during a flash flooding event; and,

**WHEREAS**, a regional initiative has begun to solicit support from neighboring communities to build a Law Enforcement Memorial Fountain at the Police Academy in Clay County, Missouri, to pay homage to fallen officers in the greater Kansas City area; and,

**WHEREAS**, the Law Enforcement Memorial Fountain would stand as a tribute to commemorate the heroic lives of fallen officers, but also serve as a reminder of their families, friends and fellow officers, whose loss is never forgotten.

**NOW, THEREFORE**, by virtue of the authority vested in me as Mayor of the City of Lee's Summit, Missouri, I hereby present this proclamation to honor all

## **FALLEN LAW ENFORCEMENT OFFICERS**

and to support the proposed Regional Law Enforcement Memorial Fountain in Clay County, Missouri.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Lee's Summit, Missouri, this 5th day of October, 2017.

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**MAYOR RANDALL L. RHOADS**

## Packet Information

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**File #:** 2017-1526, **Version:** 2

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October Housing America Month Proclamation

Issue/Request:

Darrin Taylor, Executive Director of the Lee's Summit Housing Authority, respectfully requested Mayor Rhoads to issue a proclamation proclaiming the month of October as Housing America Month, to highlight the importance of affordable housing and community development needs in our community.

# PROCLAMATION



**WHEREAS**, for 80 years it has been the policy of this nation, under the US Housing Act to promote the general welfare of the nation by employing its funds and credit to assist the several states and their political subdivisions to remedy the unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwellings for families of lower income; and,

**WHEREAS**, in the “State of the Nation’s Housing” 2017 report, more than 11 million households now pay at least half of their income for housing; and,

**WHEREAS**, according to statistics, health care workers and healthcare support occupations often do not earn enough to afford to rent or own a home; one in four older veteran renters spend half or more of their income in rent and more than 4 million people above the age of 65 live in poverty; and,

**WHEREAS**, on any given night, there are nearly 550,000 Americans who are homeless and over 120,000 children in the US are currently homeless; and,

**WHEREAS**, the Housing Authority of the City of Lee’s Summit, Missouri, established in 1967, has for over 50 years endeavored to address affordable housing and community development needs by using a combination of local, state and federal resources; and,

**WHEREAS**, in 2007, Housing America was created in Washington, DC, to collectively educate community members and stakeholders about housing and community development programs, to advocate for and empower past and present residents and clients of affordable housing programs.

**NOW, THEREFORE**, by virtue of the authority vested in me as Mayor of the City of Lee’s Summit, Missouri, I hereby proclaim October 2017 as

## HOUSING AMERICA MONTH

and endorses the national Housing America Campaign, its goals, objectives and purposes and in so doing recommits itself to meeting the affordable housing and community development needs of the community.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Lee’s Summit, Missouri, this 5th day of October, 2017.

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**MAYOR RANDALL L. RHOADS**

## Packet Information

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**File #:** BILL NO. 17-211, **Version:** 1

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-012 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS FOR THE PROVISION OF FERRIC CHLORIDE TO KEMIRA WATER SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 9-18-17)

Issue/Request:

Award of Bid 2018-012 for a one-year contract with four possible one-year renewal options to Kemira Water Solutions, Inc., to supply ferric chloride to Water Utilities.

Key Issues:

Water Utilities applies Ferric Chloride to treat sanitary sewage pumped through the Tudor Road Pump Station (Eastern Watershed Pumping Facility). The chemical is used to reduce the occurrence of offensive odors as waste is conveyed through the Maybrook and Little Cedar watersheds from Lee's Summit to the Little Blue Valley Treatment Plant. In addition, it inhibits the formation of sulfuric acid that oxidizes sewer facilities.

Ferric is delivered to, and stored in, an underground storage tank at the Tudor Road Pump Station. The application of chemical to the waste stream varies from 100 to 400 gallons per day depending flow conditions.

Other Information/Unique Characteristics:

Bid 2018-012 was publicly advertised using the City's web site and [www.PublicPurchase.com](http://www.PublicPurchase.com) to notify potential contractors. 25 potential companies viewed the invitation, and 2 submitted bids by the August 18, 2017 closing date.

Presenter: Michael Riley, Facilities Manager, Lee's Summit Water Utilities

## **BILL NO. 17-211**

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-012 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS FOR THE PROVISION OF FERRIC CHLORIDE TO KEMIRA WATER SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the Water Utilities Department applies Ferric Chloride to treat sanitary sewage pumped through the Tudor Road Pump Station (Eastern Watershed Pumping Facility); and,

WHEREAS, the chemical is used to reduce the occurrence of offensive odors as waste is conveyed through the Maybrook and Little Cedar watersheds from Lee's Summit to the Little Blue Valley Treatment Plant. In addition, it inhibits the formation of sulfuric acid that oxidizes sewer facilities; and,

WHEREAS, the Water Utilities Department is without a supplier for Ferric Chloride for this use; and,

WHEREAS, City Staff advertised the Invitation to Bid on the City's website and on PublicPurchase.com; and,

WHEREAS, as of the closing of the time for submission of bids, a total of 2 chemical suppliers submitted bids; and,

WHEREAS, after evaluation of the bids received, Kemira Water Solutions, Inc. was determined to be the lowest responsible bidder for Bid No. 2018-012, and the project evaluation committee has recommended the award of Bid No. 2018-012 to Kemira Water Solutions, Inc.

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

SECTION 1. That Bid No. 2018-012 be and hereby is awarded to Kemira Water Solutions, Inc.

SECTION 2. That the Agreement by and between the City of Lee's Summit, Missouri and Kemira Water Solutions, Inc. generally for the purpose of the provision of Ferric Chloride, said agreement being attached hereto as Exhibit A and incorporated herein by reference be and hereby is approved and the City Manager is authorized to execute the same by and on behalf of the City.

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.

SECTION 4. That 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.



**BILL NO. 17-211**

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PASSED by the City Council of the City of Lee's Summit, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management and  
Operations/Deputy City Attorney  
*Jackie McCormick Heanue*



# LEE'S SUMMIT MISSOURI

## NOTICE OF RECOMMENDATION FOR AWARD-YEARLY CONTRACT

August 24, 2017

Kemira Water Solutions, Inc.  
4321 W 6<sup>th</sup> Street  
Lawrence, KS 66049

RE: Recommendation for Award of Yearly Contract for Ferric Chloride  
Bid Number: 2018-012

Dear Ms. Hyatt:

You are hereby notified that your bid for a yearly contract for Ferric Chloride as a Yearly Contract has been recommended for award.

Your organization shall execute and return the following contract documents within seven days after receipt of this Notice of Recommendation for Award. That is by (date-7 days after date of this letter), you are required to provide:

- ◆ Sign and Return Notice of Recommendation for Award
- ◆ Sign and Return Contract Document
- ◆ Certificate of Insurance (naming the City as Additional Insured under General Liability)

Your organization is required to comply with these conditions within the time specified. If requirements are not met, the City may consider your bid abandoned, annul this Notice of Recommendation for Award and declare your contract forfeited.

Upon receipt of the documents mentioned above, the City will complete the contract process and mail a completed set of documents to your organization.

ISSUED BY THE CITY:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

RECEIVED ON \_\_\_\_\_

*Christina Imbrogno*  
\_\_\_\_\_  
Type or Print Name Legibly

\_\_\_\_\_  
Authorized Signature

*Commercial Support Manager*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2017, is herein called Yearly Contract for Ferric Chloride as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Kemira Water Solutions, Inc., (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 18<sup>th</sup> day of August, 2017, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the \_\_\_ day of \_\_\_\_\_ 2017, Bid No. 2017-012, Contract period from \_\_\_\_\_ to \_\_\_\_\_. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2017-012; section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2018-012	Dated:	08-18-2017	Pages	01	through	14
Specifications:		Dated:	08-18-2017	Pages	05	through	06
General Conditions:				Pages	10	through	14
Special Attachments:							

\_\_\_\_\_  
Procurement Officer of Record

Stephen A. Arbo, City Manager

\_\_\_\_\_  
Date

Kemira Water Solutions, Inc.  
Company Name

[Signature]  
Company Authorized Signature

Commercial Support Manager  
Title

Christina M. Lubogno 8/24/17  
Date

Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

This is the unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received.

BID NUMBER: 2018-012

PROJECT: FERRIC CHLORIDE

DATE/TIME: 8/18/2017 @ 3:00 PM

			BIDDER NAME/ADDRESS		BIDDER NAME/ADDRESS	
			Kemira Water Lawrence, KS		PVS Technologies Detroit, MI	
Description	Est Qty	Est Gal	Unit	Annual	Unit	Annual
FERRIC CHLORIDE	13	4000	\$1.399	\$72,748.00	\$1.49	\$77,480.00
City standard payment terms are Net 30 after receipt of invoice. State any discounts offered:			0		\$0.00	
Delivery Time (after receipt of Purchase Order):			3 days		3 days	
Warranty:			attached doc		as per specs	
During the course of the contract year, the using department(s) may need to order items not			na		\$0.00	
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt			yes		yes	
If you answered "No" to the question posed in section 4.1, does the pricing provided above include			na		na	

opened- ddt

UNOFFICIAL

CITY OF LEE'S SUMMIT  
PROCUREMENT AND CONTRACT SERVICES DIVISION  
220 S.E. GREEN STREET  
LEE'S SUMMIT, MO 64063  
816-969-1087 Phone 816-969-1081 Fax  
[deedee.tschirhart@cityofls.net](mailto:deedee.tschirhart@cityofls.net)

**INVITATION FOR BID NUMBER 2018-012**

The City of Lee's Summit will accept electronic submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

**FERRIC CHLORIDE AS A YEARLY CONTRACT  
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF  
3:00 PM LOCAL TIME ON AUGUST 18, 2017**

The cutoff date for any questions for this bid is August 10, 2017 at Noon, CST.

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicInfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the submittal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	<u>Kemira Water Solutions, Inc.</u>	Authorized Person (Print)	<u></u>
Address	<u>4321 W. 6th St. Lawrence, KS 66049</u>	Signature	<u>Customer Service Manager</u>
City/State/Zip	<u>(800) 879-6353</u>	Title	<u>8/14/17</u>
Telephone #	<u>(785) 842-2629</u>	Date	<u>59-3657872</u>
E-mail	<u>kwsna.bids@kemira.com</u>	Tax ID #	<u>corporation</u>
		Entity Type	

**ORIGINAL**

## TABLE OF CONTENTS:

Legal Notice and Invitation For Bid
Table of Contents
Advertisement
Instructions to Bidders
Specific Requirements
Specifications
Pricing
Cooperative Procurement with other Jurisdictions
References
Insurance Requirements
General Conditions

## INVITATION FOR BID #2018-012

The City of Lee's Summit will accept separate sealed bids from qualified persons or firms for Ferric Chloride as a yearly contract. Bids must be received electronically into Public Purchase by 3:00 PM Local time, on August 18, 2017.

Bidding documents and any addendums are available by accessing the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicInfo> or by contacting the Procurement and Contract Services Division at 816-969-1080. The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City. It is the responsibility of interested firms to check the appropriate website for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

DeeDee Tschirhart, Senior Procurement Officer

SCOPE: To supply and deliver Ferric Chloride for wastewater treatment for the Water Utilities Operations Division on an as needed basis as a yearly contract. Initial term will be for one (1) year with the option to renew for four (4) additional one (1) year periods.

## 1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 Direct all questions regarding this bid to the Procurement Officer listed on page 1. The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.2 Bids submitted made on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Manager may result in rejection of your bid.
- 1.3 It is the responsibility of each bidder before submitting a bid to examine the documents thoroughly, and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification must be received no later than August 10, 2017 at Noon, CST.
- 1.4 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.6 Bidder shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.
- 1.7 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.8 The City reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the City. The City may accept any item or group of items bid unless qualified by specific limitation of the bidder.
- 1.9 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the bid opening date by the City of Lee's Summit shall bind the supplier to furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City of Lee's Summit.
- 1.10 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.
- 1.11 Any Contract Awarded pursuant to this bid shall be subject to the Terms & Conditions located in pages 10-14. Any bid conditioned on conflicting Terms & Conditions may be rejected.
- 1.12 If an award is a result of this Invitation for Bid, a contract in the form of a Term & Supply will be issued. The contract number must be referenced on all documentation including delivery ticket, packing slip and/or invoice.

## 2.0 SPECIFIC REQUIREMENTS OF BID:

- 2.1 Renewal Option:
  - 2.1.1 The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods.
  - 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
  - 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the Procurement and Contract Services Manager of increased costs incurred by the Contractor for any element of the bid for which an increase is requested.
  - 2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.



- 2.2 Successful bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract.
- 2.3 For prompt payment, all invoices (an original and one duplicate), shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to [ap@cityofls.net](mailto:ap@cityofls.net).
- 2.4 Evaluation Criteria: The City will evaluate the bids received and award the contract to the lowest and best bid based on pricing, references and past experience.
- 2.5 Ferric Chloride: The City of Lee's Summit Water Utilities Operations Division has made a decision to use Ferric Chloride as specified in this bid for wastewater treatment
- 2.6 Overview of Application: The City of Lee's Summit Water Utilities Operations Division personnel will be pump feeding the Ferric Chloride into a sanitary sewer wet well to minimize odors and corrosion in a long sanitary sewer force main.
- 2.7 Primary/Secondary Contracts: The City reserves the right to award primary and secondary contracts from this bid to ensure the continuity of supply. The secondary contract(s) will be used if the primary supplier is unable to fill a particular delivery request within (5) five working days or if product does not meet specification. If your company is not awarded the primary contract, will you accept award as a secondary supplier?  
Yes  No  *We would take over as primary supplier of the contract at our bid price.*
- 2.8 Safety/Emergency Contact Information: Bidder shall list names, phone numbers, emergency phone numbers and other important contact information in case of spills or other product problems (attach additional pages to this bid if necessary):  
Customer Service Oncall (800) 879-6353  
CHEMTREC (800) 424-9300
- 2.9 Deliveries shall be made on weekdays between the hours of 7:30 a.m. and 1:30 p.m. No deliveries shall be accepted on weekends or City holidays without prior approval from the City. All deliveries must arrive to allow sufficient time to complete unloading before 3:00 p.m. Central Standard Time. All deliveries shall be made to:  
Water Utilities Operations Division  
Eastern Watershed Pumping Facility  
1751 N.E. Tudor Road  
Lee's Summit, MO 64086
- 2.10 **Compliance:** The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services:  
2.10.1 To be provided with Bid submittal:  
  - Bidder must complete the bid document in its entirety. To be considered complete and responsive, Bidder must submit all Pages of this bid document (bidders should keep a copy of bid submittal)
  - List of References and Experience on form provided
  - List of subcontractors and major suppliers on form provided
  - List of materials and equipment to be provided including manufacturer's name, model number and other information to indicate compliance with specifications on form provided.
  - Executed Addendum(s)2.10.2 To be provided prior to the issuance of a contract:  
  - Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.
  - List of Subcontractors and Major Suppliers
  - List of Materials and Major Suppliers
  - W-9 (new vendor only)
  - Vendor Information Form (new vendor only)
- 2.11 **No Financial Interest or Other Conflict:** By submission of its response, the bidder certifies that they are in compliance with items 2.7.1 through 2.8.4.  
2.11.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.  
2.11.2 The Contractor/Service Provider hereby covenants that at the time of solicitation submittal the Contractor/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The



Contractor/Service Provider further agrees that during the term of the contract/agreement neither the Contractor/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

**2.12 Debarment and Suspension Status:**

- 2.12.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 2.12.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.12.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.12.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

**3.0 SPECIFICATIONS:**

The bidder MUST complete EVERY SPACE in the section marked "OFFEROR'S BID" through the use of either a "YES" to indicate that the item being bid is exactly as specified OR a description to indicate any deviation of item being bid from the specifications

FERRIC CHLORIDE		
Item	Specification	Offeror's Bid
3.1 General	<ul style="list-style-type: none"> <li>Liquid Ferric Chloride is a solution of FeCl<sub>3</sub> in water. The solution is a free flowing liquid and will remain stable for indefinite periods.</li> <li>Does your product comply with AWWA specifications?</li> </ul>	yes
3.2 Product Description	Liquid Ferric Chloride shall be suitable for use in wastewater treatment and meet the following criteria: <ol style="list-style-type: none"> <li>Appearance- a clear reddish brown free flowing liquid, stable for indefinite period of time</li> <li>Specific gravity- 1.4 – 1.5</li> <li>Ferric chloride, %- 38% minimum – 45%</li> <li>Ferric iron, % 13% – 15.5%</li> <li>Ferrous iron, % 0.02%</li> <li>Free acidity, %- &lt;0.5%</li> <li>Insoluble, %- &lt;0.1%</li> <li>Freezing Point- 0 ° F</li> <li>Crystallization Pt.,- 38% - 5 ° F</li> <li>Crystallization Pt.,- 45% - 50 ° F</li> </ol>	yes
3.3 Impurities	<ul style="list-style-type: none"> <li>Ferric Chloride supplied to the City shall contain no substances in quantities capable of producing deleterious or injurious health effects of those coming in contact with the treated wastewater.</li> <li>Solution shall not contain particulates or organic contamination.</li> </ul>	yes
3.4 Testing/Product Guarantee	<ul style="list-style-type: none"> <li>A composite sample shall be taken from the product lot that is to be shipped to the City as the tanker is loaded. The approximate amount of Ferric Chloride present in the sample can be determined by measuring the specific gravity with an accurate hydrometer at a known temperature. The supplier shall furnish a table showing the percentage of Ferric Chloride for several different specific-gravity readings.</li> <li>A chemical analysis by a certified laboratory confirming the percentage of solution, plus the volume and weight shall accompany each load delivered. The laboratory shall certify its findings and a copy of this certification shall be delivered to the City prior to transferring the load into the City's tank.</li> <li>The City may test each load by ceric sulfate titration with ferroin indicator. The Supplier's results and the City's results must be within 10% compliance of each other. The City shall also sample the product being delivered for purity, and testing confirmation. If product does not comply, the City reserves the right to, at its discretion:               <ol style="list-style-type: none"> <li>Adjust the invoice for that particular load based on the test results, or</li> <li>Reject the load in its entirety at no cost to the City.</li> </ol> </li> <li>Repeated violations are grounds for contract termination.</li> </ul>	yes
3.5 Affidavit of Product	Supplier shall furnish the City an Affidavit of Product Compliance with each load attesting that the	

FERRIC CHLORIDE

Item	Specification	Offeror's Bid
Compliance	liquid ferric chloride delivered meets the City's specifications prior to delivery.	yes
3.6 Guaranteed Delivery	The maximum acceptable period of time for delivery of a load, from date order is received, is (5) working days. Bidder shall state number of working days for delivery to address stated in 2.9.	yes
3.7 MSDS	A Material Safety Data Sheet (MSDS) shall be delivered with each load, specific to that load.	yes
3.8 Delivery Specifications	<ul style="list-style-type: none"> <li>Each load shall be accompanied by identification to include the name of the manufacturer, brand name (if applicable), and all other markings as required by applicable federal, state, and local laws and regulations.</li> <li>Supplier shall supply all necessary hoses, leak proof fittings and spill bucket that is compatible with FeCl<sub>3</sub>.</li> <li>Supplier is responsible for all spills, leaks or mishaps from the time the product is picked up until the product is safely delivered into the City's onsite storage tank.</li> <li>Supplier is responsible for all onsite spills during the transfer of product into the City's tank. Minimum responsibility includes complete cleanup, restoration, EPA, MDNR and Local fines, or any other circumstances or consequences as the result of a spill or leak.</li> </ul>	yes

**4.0 PRICING**

Pricing shall include all applicable fuel taxes, road taxes, tolls, fuel expenses, and any other expense in conjunction with the supply and delivery of product. All pricing shall remain firm and fixed for the duration of the contractual term.

Unit Price per Gallon X Est. Gallons per Delivery = Total Price		Total Price x Est. Number of Deliveries = Total Annual Price		
Est. Gals Per Delivery	Unit Price Per Gallon	Total Price	Est. # Of Deliveries	Total Annual Price
4,000 gallons per delivery	\$ <u>1.399</u>	\$ <u>5,596.00</u>	13	\$ <u>72,748.00</u>
City standard payment terms are Net 30 after receipt of invoice. State any discounts offered:			<u>None, Net 30</u>	<u>0</u> %
Delivery Time (after receipt of Purchase Order):				<u>3</u> days
Warranty:				<u>see attached</u>
During the course of the contract year, the using department(s) may need to order items not specifically listed above. Please state any discounts for such purposes from your listed prices.				<u>N/A</u> %
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?			Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?			Yes <input type="checkbox"/>	No <input type="checkbox"/>

**6.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

Yes

No

Initials CHR



**7.0 LIST OF REFERENCES AND EXPERIENCE**

Please complete the information listed below in full: If additional space is required, make additional copies of this form and submit with bid.

How many years has your firm been in business? <u>20+</u> Years <u>10 under current name</u>	
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>City of Ann Arbor, MI</u>	
Address: <u>100 N. Fifth Avenue</u> <u>Ann Arbor, MI</u>	
Contact Person: <u>Keith Sanders</u>	
Title: <u>Operations Manager</u> Telephone No: <u>(734) 794-6450</u>	
<u>Description of Work/Services Performed:</u>	
Contract Amount: \$ <u>65,000.00</u> Completion Date: <u>Current</u>	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Columbus WWTP</u>	
Address: <u>6977 S. High Street</u> <u>Lockbourne, OH</u>	
Contact Person: <u>James R. Miller, Jr.</u>	
Title: <u>Superintendent</u> Telephone No: <u>(614) 645-8315</u>	
<u>Description of Services Performed:</u>	
Contract Amount: \$ <u>101,000.00</u> Completion Date: <u>Current</u>	

**INSURANCE REQUIREMENTS:**

**CERTIFICATE OF INSURANCE:** The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

**NOTICE OF CLAIM:** The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

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

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and the Contractor.

**SUB-CONTRACTOR'S INSURANCE:** If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

**SELF-INSURED RETENTIONS/DEDUCTIBLES:** Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

**COMMERCIAL GENERAL LIABILITY POLICY:**

Limits:

Each occurrence	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

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

- Any Auto
- OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
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City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

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

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

**GENERAL INSURANCE PROVISIONS:**

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Procurement and Contract Services Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

The City of Lee's Summit or City of Lee's Summit Parks and Recreation Department does not need to be named as additional insured on any Auto Liability Insurance requirements.

Exhibit C  
GENERAL TERMS AND CONDITIONS

## GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
  - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
  - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initiated by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
  - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
  - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
  - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
  - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
  - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
  - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
  - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
  - J Specification sheets MUST be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
  - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
  - B Emailed or faxed bids will not be considered unless authorized by the invitation.
  - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
  - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
  - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds 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 A Best's rating and a PPR9 or better financial performance rating per the current A.M. Best Company ratings.)
  - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required  as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

    - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
    - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
    - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
  - B **PERFORMANCE BONDS.**

Performance Bond Not Required .

Performance Bond Required  as stipulated in the "Invitation to Bid".

Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
  - (2) Date of bonds shall be the same as the date of City's execution of the contract.
  - (3) Performance Bond shall be in the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
  - (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
  - (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.
10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
- (1) Only firm bids will be considered.
  - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
  - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
  - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
- B **EVALUATION OF BIDS.**
- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
  - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
  - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
  - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
- C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

**CONTRACTUAL REQUIREMENTS.****GENERAL CONTRACTUAL REQUIREMENTS.**1. **DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
- H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor 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 Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **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 will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** 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, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
  - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
  - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
  - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
  - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of



performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A  The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B  The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C  The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D  Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 38 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **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)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **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 Contractor understands that the obligation of the City to pay for goods and/or services under the contract 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 contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State 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 an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

**NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
- B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
- B Satisfy all current and applicable local codes, ordinances and licensing requirements.

38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
- A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
  - (2) To any acts of the City.
  - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
  - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B Engineer's Pay Estimates:
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
  - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
  - (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor 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 contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
46. **Davis Bacon Act:** The wages for any work utilizing this contract 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.

## Kemira PIX-111

### Ferric Chloride, 37- 42% Solution

**KEMIRA PIX-111** is an effective primary coagulant in liquid form based on trivalent iron ( $Fe^{3+}$ ). It functions very well for process and wastewater clarification and can be used for color removal, phosphate removal, heavy metal removal and lime softening applications. **KEMIRA PIX-111** can also be used effectively for hydrogen sulfide control, struvite control and in sludge conditioning applications.

#### Typical Properties

Appearance	Dark brown liquid
Specific Gravity (20°C/ 68°F)	1.40 - 1.46
$FeCl_3$	37 - 42 wt. %
$Fe_{TOT}$	12.7 - 15.0 wt. %
Fe (III)	12.7 - 14.5 wt. %
Fe (II)	< 0.5 wt. %
pH (20°C/ 68°F)	< 1
Free Acid (HCl)	< 1 wt. %
Freezing Point	-26°C/ -15°F to -7°C/ 20°F

**This TDS is a general representation of the product. Detailed product specification/ analysis is available upon request.**

#### Certification / Approval

**KEMIRA PIX-111** meets or exceeds all requirements of the current AWWA Standard B407 for ferric Chloride.

#### Dosing

**KEMIRA PIX-111** should be fed straight. No dilution or preparation is required. A diaphragm, metering pump of non-corrosive material is suitable.

#### Storage

Storage tanks and piping should be constructed of suitable material such as fiberglass, or cross- linked polyethylene. **KEMIRA PIX-111** has a recommended shelf life of minimum twelve (12) months in an appropriate storage environment. **KEMIRA PIX-111** is highly corrosive and contact with metal equipment must be avoided. With this product, inspect the storage tank yearly, clean if necessary.

#### Handling / Safety

The handling of any chemical requires care. Anyone responsible for using or handling **KEMIRA PIX-111** should familiarize themselves with in our Safety Data Sheet.

#### Delivery

Shipping Instructions; Ferric Chloride Solution, 8, UN 2582, P.G. III

Kemira makes this information available as an accommodation to its customers and it is intended to be solely a guide in customer's evaluation of the products. You must test our products, to determine if they are suitable for your intended uses and applications, as well as from the health, safety and environmental standpoint. You must also instruct employees, agents, contractors, customers or any third party which may be exposed to the products about all applicable precautions. All information and technical assistance is given without warranty or guarantee and is subject to change without notice. You assume full liability and responsibility for compliance with all information and precautions, and with all laws and statutes, ordinances and regulations of any governmental authority applicable to the processing, transportation, delivery, unloading, discharge, storage, handling, sale and use of each product. Nothing herein shall be construed as a recommendation to use any product in conflict with patents covering any material or its use.

#### Kemira

1000 Parkwood Circle, Ste 500  
Atlanta, GA 30339  
USA  
[www.kemira.com](http://www.kemira.com)

United States  
Tel +1 800 879 6353  
Canada  
Tel +1 450 652 0665

Kemira Water Solutions, Inc.

4321 W. 6<sup>th</sup> Street  
Lawrence, KS 66049  
800-879-6353

WARRANTY

Kemira Water Solutions, Inc.'s sole and exclusive warranties to Buyer are that: (1) the Ferric Sulfate, Ferric Chloride, Ferrous Chloride, Ferrous Sulfate, Aluminum Sulfate, and/or Polyaluminum Chloride product meets the specifications as stated on the supplied Product Data Sheet(s) describing such product; and (2) the product will be delivered free from any lawful security interest, lien or encumbrance. Kemira Water specifically disclaims and makes no other warranties, either expressed or implied.



Christina Imbrogno  
Customer Service Manager



Date:

## Packet Information

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**File #:** BILL NO. 17-212, **Version:** 1

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AN ORDINANCE REPEALING THE CURRENT CITY OF LEE'S SUMMIT PURCHASING POLICY MANUAL AS ADOPTED BY RESOLUTION NO. 99-04 AND ADOPTING IN LIEU THEREOF A NEW POLICY ENTITLED THE CITY OF LEE'S SUMMIT PROCUREMENT POLICY. (F&BC 9-18-17)

### Key Issues:

- Increase efficiency and effectiveness of the procurement process and maximize use of City resources by updating and streamlining processes.
- Continue competitive procurement processes.
- Continue to provide the necessary checks and balances to ensure fiscal responsibility in the utilization of public funds.
- Create thresholds in line with comparator municipalities.
- Establish disciplinary action for violation of policy.

### Proposed Committee Motion:

I MOVE TO RECOMMEND TO THE CITY COUNCIL APPROVAL OF AN ORDINANCE REPEALING THE CURRENT CITY OF LEE'S SUMMIT PURCHASING POLICY MANUAL AS ADOPTED BY RESOLUTION NO. 99-04 AND ADOPTING IN LIEU THEREOF A NEW POLICY ENTITLED THE CITY OF LEE'S SUMMIT PROCUREMENT POLICY.

### Background:

The need for revisions to the City's current Purchasing Policy was previously identified by the Finance Director and was most recently identified in the procurement audit performed by Rubin & Brown. The Procurement and Contract Services Manager formed a Procurement Policy Committee to review and revise the current policy. The committee was made up of representatives from the majority of City departments. Meetings were held until the proposed New Procurement Policy was finalized.

### Current policy deficiencies:

- Minimal definitions to aid staff in understanding of policy.
- Out of date terminology.
- No reference to Enterprise Resource Planning (ERP) system (INFOR)
- Lack of procedures for use of term professional services agreements/construction contracts.
- Confusing policy organization, descriptions and methodology making it difficult to find needed information.
- Inefficient dollar thresholds for efficient procurement.
- Does not address the semi-decentralization of Procurement.
- Does not have disciplinary action for policy violation.

Presentation and discussion of the New Procurement Policy occurred at the August 17, 2017 City Council Work Session where the presentation was received and filed.

Impact/Analysis:

The significant changes of the proposed New Procurement Policy:

- Increase efficiency and effectiveness of the procurement process and maximize use of City resources by updating and streamlining processes.
- Continue competitive procurement processes.
- Continue to provide the necessary checks and balances to ensure fiscal responsibility in the utilization of public funds.
- Create thresholds in line with comparator municipalities.
- Establish disciplinary action for violation of policy.

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Ben Calia, Procurement and Contract Services Manager

STAFF RECOMMENDS APPROVAL OF AN ORDINANCE REPEALING THE CURRENT CITY OF LEE'S SUMMIT PURCHASING POLICY MANUAL AS ADOPTED BY RESOLUTION NO. 99-04 AND ADOPTING IN LIEU THEREOF A NEW POLICY ENTITLED THE CITY OF LEE'S SUMMIT PROCUREMENT POLICY.

## **BILL NO. 17-212**

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AN ORDINANCE REPEALING THE CURRENT CITY OF LEE'S SUMMIT PURCHASING POLICY MANUAL AS ADOPTED BY RESOLUTION NO. 99-04 AND ADOPTING IN LIEU THEREOF A NEW POLICY ENTITLED THE CITY OF LEE'S SUMMIT PROCUREMENT POLICY.

WHEREAS, the City of Lee's Summit Procurement and Contract Services Division of the Finance Department provides semi-centralized procurement of goods and services for City operations; and,

WHEREAS, through the adoption of Resolution No. 99-04 on February 18, 1999, the City Council of the City of Lee's Summit, Missouri, established the City of Lee's Summit Purchasing Policy which set forth policy guidelines which were intended to assist in the procurement of necessary goods and services at economical prices while ensuring compliance with all applicable laws and policies and simultaneously maintaining confidence in government expenditures; and,

WHEREAS, the City Council has approved, by Resolution, a number of revisions and updates to the City of Lee's Summit Purchasing Policy, including the following: Resolution No. 03-07; Resolution No. 05-16; and Resolution No. 06-06; and,

WHEREAS, a number of administrative revisions have also been implemented into the City of Lee's Summit Purchasing Policy, including revisions related to Bid Protests, Professional Services Contracts for Engineering, Architectural and Land Surveying Services, Sole Sources, and Change Orders, the latest revisions occurring in February 2009; and,

WHEREAS, it has been identified by the Director of Finance and further confirmed through the completion of a professional procurement audit completed by the City's contract service provider, Rubin Brown, LLP, that substantial revisions are needed to the City of Lee's Summit Purchasing Policy; and,

WHEREAS, in response to this identified need, the Procurement and Contract Services Manager assembled a committee comprised of representatives of a majority of City Departments to review and propose revisions to the City of Lee's Summit Purchasing Policy; and,

WHEREAS, the proposed revisions to the City of Lee's Summit Purchasing Policy were compiled and organized to create the City of Lee's Summit Procurement Policy, which was presented to the City Council as a discussion item on August 17, 2017; and,

WHEREAS the City of Lee's Summit Procurement Policy includes within it significant changes to the City of Lee's Summit Purchasing Policy, including, but not limited to: increased efficiencies and effectiveness of procurement processes, streamlining of procurement processes, enhanced checks and balances to ensure fiscal responsibility in the utilization of public funds, more efficient and effective purchasing thresholds, and the establishment of disciplinary procedures for non-compliance or violations; and,

WHEREAS, the City Council of the City of Lee's Summit, Missouri now desires to repeal the City of Lee's Summit Purchasing Policy and enact in lieu thereof the City of Lee's Summit Procurement Policy which was presented for consideration at the August 17, 2017 City Council Work Session.



**BILL NO. 17-212**

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

SECTION 1. That the City of Lee's Summit Purchasing Policy as adopted by Resolution No. 99-04, and as amended from time to time, be and is hereby repealed.

SECTION 2. That the City of Lee's Summit Procurement Policy, attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth, be and is hereby adopted.

SECTION 3. That the City Manager is authorized to make or cause to be made purchases consistent with the provisions of the City of Lee's Summit Purchasing Policy and in accordance with applicable requirements for the budgeting and appropriation of funds.

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

SECTION 5. That this Ordinance shall be in full force and effect from and after the date of its adoption, passage and approval by the Mayor.

PASSED by the City Council of Lee's Summit, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management and  
Operations/Deputy City Attorney  
*Jackie McCormick Heanue*





**LEE'S SUMMIT**  
MISSOURI

# **Procurement Policy**

# City of Lee's Summit Procurement Policy

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## **SECTION 1. PROCUREMENT DEFINITIONS**

**\*\*\*Abrogate**: To annul or repeal a law or pass legislation that contradicts the prior law. Abrogate also applies to revoking or withdrawing conditions of a contract.

**\*Accept**: To receive as approved, adequate, or satisfactory. To receive willingly with the intent of retaining.

**\*Acquisition**: The process of obtaining supplies, services, construction or real estate through purchase, lease, or grants.

**\*Affidavit**: A written statement of facts provided by one party which may be under oath before a person of authority. An Affidavit may be required as part of a bid or request for proposal solicitation. For City purposes, affidavits shall be notarized.

**\*Agent**: A person authorized by a superior, i.e. principal, to act for him or her.

**\*Agreement**: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously. Generally agreements are approved "as to form" and for legal sufficiency prior to execution.

**\*Amendment**: An agreed addition to, deletion from, correction or modification of a document or contract.

**\*Authority**: The right to perform certain acts or prescribe rules governing the conduct of others.

**\*Award**: The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder or offeror.

**\*Best and Final Offer (BAFO)**: In a comparative negotiation, the final proposal submitted after negotiations are completed that contains the proposer's most favorable terms for price, services and products to be delivered.

**\*Best Value**: An assessment of the return which can be achieved based on the total life cycle cost of the item; which may include an analysis of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, service, and time and cost considerations over the useful life of the acquired item. A procurement method that emphasizes value over price. The best value might not be the lowest cost. Generally achieved through the Request for Proposal (RFP) method.

**\*Bid Bond**: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

**Bid-Solicitation Protest**: A written objection by a potential interested party to a solicitation or award of a contract, with the intention of receiving a remedial result. A protest may be filed in accordance with agency policy and procedure within predetermined time lines.

**\*Blanket Order**: A purchase order under which a contractor/vendor agrees to provide goods or services to a purchaser on a demand basis; the contract generally establishes prices, terms, conditions, and the period covered, although no quantities are specified; shipments are to be made when and as required by the purchaser which in certain cases may be the end user.

**Change Authorization**: A form used on construction contracts when an amendment to the original contract is requested by the contractor and the work must proceed prior to processing a change order in order to prevent project delays.

**\*Change Order**: A written alteration that is issued to modify or amend a contract or purchase order. A bilateral (agreed to by all parties) or unilateral (government orders a contract change without the consent of the contractor) request which directs the contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans or specifications of the project.

**\*Competitive Negotiations**: A procurement method for obtaining goods, services and construction for public use in which discussion and negotiations may be conducted with responsible offerors who submit responsive proposals.

**\*Construction**: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally does not apply to routine maintenance, repair or operation (MRO) of existing real property.

**Construction Management**: Construction management is the overall planning, coordination, and control of a project from beginning to completion as defined by state statute.

**\*Contract**: An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations.

**\*Cooperative Procurement**: The action taken when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits.

\*Design-Build: A delivery method for construction projects that combines the architectural, engineering, and construction services required for a project into a single contractual agreement.

\*Designee: A duly authorized representative.

\*\*Electronic Bidding (e-bidding): Is an electronic bidding event (without awarding commitment) according to defined negotiation rules (e-Agreement). A buyer and two or more suppliers take part in this online event.

\*\*Electronic Procurement (E-procurement): Is the business-to-business or business-to-consumer or business-to-government purchase and sale of supplies, work, and services through the internet as well as other information and networking systems, such as electronic data interchange and enterprise resource planning.

Emergency: An unexpected and urgent situation where an immediate threat to public health and safety exists; where conservation of public resources is at risk; where an immediate response is necessary to prevent further damage to public property, machinery, or equipment; or where delay would result in significant financial impact to the City as determined by the City Manager.

\*\*Enterprise Resource Planning (ERP): Is a category of business management software-typically a suite of integrated applications-that an organization can use to collect, store, manage and interpret data from many business activities, including: product planning, cost, manufacturing or service delivery, marketing and sales, inventory management, shipping and payment.

\*\*\*Fee Simple: Absolute title to land, free of any other claims against the title, which one can sell or pass to another by will or inheritance.

Formal Bid: A bid which must be advertised and submitted in conformance with a prescribed format to be opened and read in public at a specified date and time. As it pertains to the City, formal bids must be solicited for all goods or services \$50,000 and above.

\*Free on Board (FOB) Destination: Where the seller or consignee delivers the materials to a specified delivery point. The cost of shipping and the risk of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.

\*Informal Bid/Proposal: A competitive bid, quotation or proposal for supplies or services that is conveyed by a letter, fax, e-mail or other manner that does not require a formal bid or proposal, public opening or other formalities. Generally relegated to requirements that may be considered low value or fall under a stipulated price/cost threshold.

\*Invitation for Bid (IFB): All documents used to solicit competitive or multi-step bids.

\*Invitation to Negotiate (ITN): A competitive negotiation process that is used when the procurement authority deems it is in its best interest to negotiate with offerors to achieve "best value." A form of source selection that is similar to the Request for Proposal process.

Item: A product, material or service.

\*Life Cycle Cost (LCC): The total cost of ownership over the life span of the asset.

\*Modification: Any written alteration to a provision of any contract accomplished by mutual agreement of the parties to the contract. Used synonymously with the term Amendment.

\*Piggyback (Piggyback Cooperatives): A form of intergovernmental cooperative purchasing in which an entity will be extended the pricing and terms of a contract entered into by another entity. Generally an entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own.

\*Procurement: Purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction; includes all functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. The combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage and disposal operations.

Procurement and Contract Services Manager: The Procurement and Contract Services Manager for the City of Lee's Summit shall be that position designated as the chief procurement officer (CPO) who shall have the responsibility of making authorized purchases for the City, unless directed or indicated otherwise by this policy.

\*Project Manager: Designated individual within the agency to administer a specific task or contract.

\*Purchase Order: A purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.

Qualification Based Selection (QBS): QBS is a process used by the City to obtain statements of qualifications for architectural, engineering, land surveying, or landscape architecture as required by state statute. The City also follows this process for design-build services and may choose QBS for other services unless prohibited by law or other policies.

\*Quote: An informal purchasing process which solicits pricing information from several sources.

\*Quotations: A statement of price, terms of sale, and description of goods or services offered by a vendor; may be non-binding if solicited to obtain market information for planning purposes.

\*Request for Information (RFI): A non-binding method whereby a jurisdiction publishes via newspaper, internet, or direct mail its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc.

\*Request for Proposal (RFP): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms including price prior to contract award. May include a provision for the negotiation for Best and Final Offers.

\*Request for Quotation (RFQ): A small order amount purchasing method. Generally used for small orders under a certain dollar threshold. A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a pre-determined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance and reliability.

\*Request for Qualifications (RFQu): A document is issued by a procurement entity to obtain statements of the qualifications from bidders prior to issuing the solicitation. An attempt to gauge potential competition and obtain information which may be helpful when writing a statement of work or developing specifications. As it pertains to the City, this is a document issued by the City to obtain statements of qualifications for professional services. This document is part of the QBS process.

Requisition: An internal document by which a using agency sends details of supplies, services, or materials required to the Procurement and Contract Service Department. Requisitions are entered into and processed by the City's ERP system.

\*Responsible Bidder/Offeror: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

\*Responsive Bidder/Offeror: A contractor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Serial Procurement: Serial Procurement is intentionally breaking an order to an external vendor into two or more purchases/payments to avoid the required bid process. Also purchases over a 90 day period for the same product or service from the same supplier that reaches or exceeds a total of \$50,000 for that period.

\*Scope of Work (SOW): A written description of the contractual requirements for materials and services contained within a Request for Proposal, or detailed description of the tasks to be performed by the successful bidder. A well-conceived and clearly written SOW serves four main purposes:

- Establishes clear understanding of what is needed;
- Encourages competition in the marketplace and promotes economic stimulus;
- Satisfies a critical need of government; and
- Obtains the best value for the taxpayer.

\*Sole Sourcing: Selection of one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. In government procurement, a sole source justification may be required from the requestor. As it pertains to the City, a sole source justification is required as set forth in this policy.

\*Specification: A precise description of the physical or functional characteristics of a product, good or construction item. A description of goods as opposed to a description of services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

\*\*\*Substantial Interest: Ownership by the individual, the individual's spouse, or the individual's dependent children, whether singularly or collectively, directly or indirectly, of ten percent or more of any business entity, or of an interest having a value of ten thousand dollars or more, or the receipt by an individual, the individual's spouse or the individual's dependent children, whether singularly or collectively, of a salary, gratuity, or other compensation or remuneration of five thousand dollars, or more, per year from any individual, partnership, organization, or association within any calendar year.

\*Surplus Property: A designation that applies to government property that is no longer needed by the agency and is designated for disposal outside of a government organization.

\*Term Contract (aka: On-Call, Term & Supply or Yearly): A type of contract in which a source of supply is established for a specified period of time for specified services or supplies all at a predetermined unit price; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price..

Transaction: A Transaction is an instance of buying or selling something; a business deal. A transaction is an agreement between a buyer and a seller to exchange goods, services or financial instruments.

\*Terms and definitions from the “Public Procurement Dictionary of Terms”. “The Comprehensive Reference for Public Purchasing Terms and Concepts”. National Institute of Governmental Purchasing, Inc. (NIGP), 151 Spring Street, Herndon, VA 20170. Copyright 2008 by NIGP.

\*\* Terms and definitions from Wikipedia. \*\*\* Definitions from Law.com. \*\*\*\*Term and definition from Missouri Revised Statutes, Chapter 105, section 105.450.1, August 28, 2015. Non\* definitions were determined based on current City processes.

## **SECTION 2. AUTHORITY & ENFORCEMENT**

**2.1 Compliance with Policy.** The acquisition of any and all items or any transaction made by or on behalf of the City of Lee’s Summit, its departments, officials and authorized agents shall be made in accordance with the procurement policy contained herein unless otherwise approved by the City Council.

**2.2 Enforcement.** The City Manager will have the responsibility for the enforcement of this administrative policy. Department Directors will be entrusted with the responsibility of enforcing the policy within their departments.

**2.3 Authorized ERP System Users.** Department Directors shall submit to the Information Technology Services (ITS) Department a list of personnel authorized to issue requisitions, approve requisitions and conduct receiving functions on behalf of said department. It will be the Department Directors or their designees’ responsibility to inform the ITS Department of any changes to the departmental listings. ITS shall update the City’s Enterprise Resource Planning (ERP) system accordingly.

**2.4 Parks and Recreation Department.** Procurements regarding parks and recreation programming shall follow the standards and requirements set forth in this policy. Unless otherwise provided by City Charter, or other applicable law, the Administrator of Parks and Recreation shall exercise the authority that would otherwise be exercised by the City Manager, as set forth in this policy regarding procurements for parks and recreation programming. The Parks and Recreation Board shall exercise the authority that would otherwise be exercised by the City Council, as set forth in this policy, regarding procurements for parks and recreation programming.

**2.5 Unauthorized Purchases/Transactions.** Any purchase of an item or any transaction which does not comply with this policy shall be considered an unauthorized purchase and may result in disciplinary action as identified in Section 2.11 Disciplinary Action which may also include repayment/restitution to the City. When an unauthorized purchase becomes evident, the Procurement and Contract Services Manager (CPO), P-Card Administrator (if applicable) or designated procurement representative will notify the applicable Department Director. The Director shall be responsible for submitting a memorandum outlining the facts and circumstances of the purchase, as well as steps taken to avoid future unauthorized purchases, to the Procurement and Contract Services Manager (CPO), P-Card Administrator (if applicable), and City Manager.

**2.6 Serial Purchases.** Serial purchases shall not be permitted and shall be considered a violation of this Policy.

**2.7 Contracting Authority.** Unless otherwise established by the City Charter, this policy, or by the City Council, the City Manager shall execute all contracts and agreements for the procurement of goods and services or that generate revenue on behalf of the City of Lee’s Summit. All dollar thresholds and approval requirements stipulated in this policy shall be adhered to, unless otherwise approved by the City Council.

**2.8 Renewal of Contracts/Agreements.** City Council approval is not required for the renewal of contracts when the City Council previously approved renewal options. The City Manager shall have the authority to approve proposed renewal price increases if he or she concurs that the vendor provided justification is reasonable, fair, mutually agreed to, and within the parameter(s) established in the solicitation. Prior to execution, the resulting renewal contract/agreement shall be approved by Legal and City Manager.

**2.9 Contract/Agreement Extension.** Contract/agreement extensions shall be executed by the City Manager.

**2.10 Prohibited Acts by Elected and Appointed Public Officials and Employees.** For any transaction identified in this policy, the City shall not knowingly purchase any service, good or property from any Councilmember, the Mayor or any City Employee or any entity in which he or she holds a “substantial interest” as defined in section 105.450 RSMo. Additionally, it is recognized that it is difficult or impossible for every employee utilizing a purchasing card to have knowledge of every entity which a Councilmember, the Mayor or another employee may hold an interest as described above; however, the City shall exercise its best efforts to refrain from conducting such transactions utilizing a purchasing card and shall not knowingly do so.

**2.11 Disciplinary Action.** Noncompliance with the provisions of the Procurement Policy may result in the initiation of applicable disciplinary action as identified in the City Charter, Code of Ordinances or Personnel Policies. Any disciplinary action for violation of this policy shall be determined by the City Manager in accordance with section 2.2 Enforcement.

### **SECTION 3. GENERAL REQUIREMENTS**

**3.1 Specifications.** It is the responsibility of the department to write specifications and establish the quality of the product or service required. Procurement and Contract Services may assist the department in writing specifications, upon department request. Specifications shall be written to foster competition.

**3.2 Non Preference Policy.** The City does not have a preference policy for state and local commodities or services and minority enterprises other than that of “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)).

**3.3 Green Procurement and Recycled Products.** City staff is encouraged to integrate environmental factors into the City’s buying decisions and procure environmentally preferable goods and services whenever practicable. Consideration should be given to:

- a. Replacing disposable with re-usable, recyclable, or compostable goods whenever possible. Specify and/or purchase products which contain a high percentage of post-consumer recovered material, reduce waste in the manufacture and use of products, and reduce packaging.
- b. Specifying non-virgin materials when comparable performance can be achieved.
- c. Life cycle economics.
- d. Impacts and threats of harm to human health or the environment.
- e. The environmental performance of vendors in providing products and services.

**3.4 Purchases Supported by Grant Funds.** Departments shall review all requirements for grant funding to insure the procurement process required as a condition to receiving said grant funds are complied with during the procurement of the item. Procurement and Contract Services will assist in the inclusion of all required procedures that are in addition to the requirements of this policy.

In the event a specific procurement procedure is required to be in writing, pursuant to grant rules and regulations, when the City is procuring an item which is funded in whole or in part by grant funds, the City Manager shall have the authority to authorize the amendment of this Procurement Policy by supplement to incorporate the special requirements of that procurement, such requirements however shall not alter the dollar thresholds as set forth herein, or violate any existing ordinances or resolutions of the City.

**3.5 Computer Related Items.** Purchases of computer-related equipment/software must be made via the ITS Department unless the Chief Technology Officer (CTO) delegates certain purchases to certain departments. All purchases shall be in



compliance with the procurement policy contained herein. Prior approval of the CTO or designee is required to purchase, transfer or dispose of any computer software or related hardware.

**3.6 Capital Asset Items.** Departments are responsible for following the City's Capital Asset Policy when accepting and receiving any item that meets the definition of a capital asset. An item is a capital asset if:

- a. It is tangible in nature;
- b. Has a useful life longer than two years; and
- c. Has a value exceeding \$5,000.

**3.7 Sensitive Asset Items.** This is defined as an asset with a value below the capitalization threshold which could easily be adopted for personal use or converted into cash, including property for which theft, loss, or misplacement could be dangerous to the public safety or community security. Sensitive asset property must be subject to physical security, protection, control and accountability. Examples of sensitive asset items include but not limited to:

- a. Fire Arms and Weapons;
- b. Computers;
- c. Cellular Phones; and
- d. Audio visual equipment.

**3.8 Licenses.** City vendors shall secure licenses as may be required by City ordinance or other applicable law and pay all associated charges and fees. A current City of Lee's Summit, MO, Business License shall be required, unless exempted by City ordinance. Before the issuance of any purchase order, contract or agreement, proof of a business license (i.e. xerographic copy of the paid receipt or of the actual license) shall be provided to the applicable contracting or ordering department. Said applicable contracting or ordering department shall keep said license on file. A business license shall not be required if the vendor's place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

**3.9 Permits.** Any City municipal building permits required for City building/construction projects shall be provided by the City at no cost to the vendor.

**3.10 Insurance Requirements.** If applicable, vendors shall provide a certificate of insurance in accordance with all stipulated requirements.

**3.11 Vendor Requirements.** To be placed in the City's ERP system as a vendor, vendors are required to provide a Federal W-9 and a completed City's Vendor Information Form to the applicable ordering/contracting department. Said forms are to be provided to the City's Accounts Payable Division so vendors can be established in the City's ERP software system.

**3.12 Transaction(s).** All transactions performed by City personnel shall be in compliance with this policy. It is the responsibility of City personnel to utilize the proper procurement and/or solicitation method for a single transaction or multiple transactions based upon estimated annual spend.

**3.13 Work Authorization and E-Verify.** For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. When applicable, solicitations shall require the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program prior to the issuance of a contract.

#### **SECTION 4. PROCUREMENT METHODS AND DOLLAR THRESHOLDS**

**4.1 Approved Procurement Methods.** The City department conducting the solicitation will work with the Procurement and Contract Services Division as needed to determine the appropriate solicitation process. Approved methods of procurement are the utilization of established contracts and agreements, unrestricted, quotes, informal bids/solicitations, or formal

bids/solicitations. These methods enable the procuring department(s) to achieve the maximum in efficiency and convenience, the utilization of economy of scale whenever possible as well as maintaining the necessary checks and balances to protect the utilization of public funds. All procurement methods shall be performed in compliance with this policy.

**4.2 Types of Procurement Methods and Dollar Thresholds.** Items not available on an existing City contract or authorized as an emergency purchase may be purchased by departments in accordance with the following:

4.2.1. **Unrestricted: \$.01 to \$2,999.99** - Departments are strongly encouraged to obtain the lowest cost through cost comparisons. This method requires approval as determined by the specific department.

4.2.2. **Request for Quotations (RFQ): \$3,000.00 to \$9,999.99** – City staff shall secure a minimum of three (3) quotations (if possible) from vendors if the item being procured is not available on an existing contract and if a sufficient number of vendors are available. This method requires approval by the Department Director or designee.

4.2.3. **Informal Bids/Solicitations: \$10,000.00 to \$49,999.99** – All informal solicitations within this dollar range shall be submitted to a pre-determined vendor list and may be broadcast on the internet. This method requires approval of a contract by the City Manager.

4.2.4. **Formal Bids/Solicitations (IFB): \$50,000.00 and over** – All solicitations for this dollar range shall be appropriately advertised, broadcast and received either in hard copy or electronically via a City approved Electronic Bidding System as determined by the department unless state or federal law governing a specific procurement provides otherwise. This method requires approval of a contract by the City Council.

## **SECTION 5. TYPES OF CONTRACTS/AGREEMENTS**

**5.1 One-Time Purchase Contract/Agreement.** This is a contract/agreement for the procurement of a good or service that covers no more than one purchase unless multiple purchases of the same product are indicated for a short duration.

**5.2 Term Contract/Agreement.** These are contracts/agreements in which a source of supply or services is established for a specified period of time with established specific pricing, which the City intends to use on an as-needed basis. Purchases must be within the using Department's approved budget.

**5.3 Term Professional Service Agreement or Construction Contract.** A term professional service agreement or Construction Contract is a contract/agreement for services such as engineering, architectural, land surveying, consulting, construction or other specialized or technical services in which a source of supply is established for a specified period of time for specified services all at a predetermined unit price. When utilizing a term professional services agreement or construction contract, the using department personnel shall confirm the work is within the general scope of the agreement and validate rates and unit costs applicable to the required work.

- a. For a defined scope of work, staff will obtain a quote before authorizing the provider to proceed.
- b. Confirm in writing the applicable rates or other costs contained in the agreement that will be used for work performed on an hourly or other unit price basis.
- c. The cost of any single task authorized by the department director must be less than \$50,000.
- d. Tasks costing \$50,000 or more must go through the City Council approval process.

**5.4 Piggyback (Piggyback Cooperatives).** A form of intergovernmental cooperative procurement in which an entity will be extended the pricing and terms of a contract entered into by another entity. Generally an entity will competitively bid and award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own. In this type of contract the City is not necessarily a party to the contract.

The City Manager shall have the authority to approve the City's participation in any piggyback contract(s) if estimated annual spend is less than \$49,999.99. City Council approval shall be required if the estimated annual spend exceeds \$50,000.00.

**5.5 Cooperative Contracts.** Contracts established when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits. In this type of contract the City would be a party to the contract. The City Manager shall have the authority to approve the City's participation in any cooperative

contract(s) if estimated annual spend is less than \$49,999.99. City Council approval shall be required if the estimated annual spend exceeds \$50,000.00.

**5.6 Revenue Generating Contract/Agreement.** A contract/agreement that generates revenue for the City rather than the expenditure of City funds.

**5.7 Requirement for City Council Approval.** Unless otherwise stated herein, all contracts in which the City is expending \$50,000.00 or more, or is anticipated by City staff to result in commission from a vendor of \$50,000.00 or more shall be subject to approval by the City Council.

## **SECTION 6. CONTRACT AMENDMENTS**

A Contract Amendment is necessary when there is a change in the quantity, cost, or scope of the item, service or work provided under the contract.

**6.1 Changes to Non-Construction Contracts.** Contract amendments shall be in writing and executed by all parties.

6.1.1. Changes resulting in total contract amount of \$49,999.99 or less must be approved by the applicable Department Director or their designee and executed by the City Manager.

6.1.2. Changes resulting in a total contract amount of \$50,000.00 or more must be approved by the City Council and executed by the City Manager.

**6.2 Change Orders to Construction Contracts.**

6.2.1. **Contracts \$500,000.00 and Greater:** For changes in quantities, materials, or costs not associated with a change in the contract scope, or change orders up to a cumulative total increase of five percent (5%) or less of the original contract amount must be approved by the appropriate Department Director and the City Manager. Change orders resulting in a revised contract amount exceeding five percent (5%) of the original contract, any single change order for an increase of \$100,000.00 or more, or any change in contract scope must be approved by the City Council. Any change order resulting in a decrease in quantities, materials or costs must be approved administratively by the appropriate Department Director and the City Manager.

6.2.2. **Contracts less than \$500,000.00:** For changes in quantities, materials, or costs not associated with a change in the contract scope, or change orders up to a cumulative total increase of ten percent (10%) of the original contract amount must be approved by the appropriate Department Director and the City Manager. Change orders resulting in an increase to the revised contract amount exceeding ten percent (10%) of the original contract, any single change order for an increase of \$50,000.00 or more, or any change in contract scope must be approved by the City Council. Any change order resulting in a decrease in quantities, materials or costs must be approved administratively by the appropriate Department Director and the City Manager.

**6.3 Change Authorizations for Construction Contracts.** When total change orders exceed the percentages outlined above, and, due to the stage of construction in progress or to prevent a lengthy delay in a project, the applicable Department Director, with the approval of the City Manager and with notification to the appropriate City Council committee chairperson, can issue a Change Authorization. The change authorization must be incorporated into a formal change order and presented to City Council for ratification at the next available meeting.

**6.4 Changes in Contract Time.** For changes in contract time not associated with a change in contract scope, additional time up to a cumulative total of ten percent (10%) of the original contract time must be approved by appropriate Department Director and the City Manager. Change orders resulting in a revised contract time exceeding ten percent (10%) of the original contract time, a single change order increasing contract time by 30 days or more, or any change in contract time due to a change in scope must be approved by the City Council. Any change order resulting in a decrease in contract time must be approved administratively by the appropriate Department Director and the City Manager.

**6.5 Modifications to One Time Design Consultant Contracts.** For modifications to one-time contracts for design of capital projects, changes in cost of services, not associated with a change in the contract scope, up to a cumulative total increase of five percent (5%) or less of the original contract amount must be approved by the appropriate Department Director and the City Manager. Modification resulting in a revised contract amount exceeding five percent (5%) of the original contract, any single modification for an increase of \$100,000.00 or more, or any change in contract scope must be approved by the

City Council. Any modification resulting in a decrease in cost must be approved administratively by the appropriate Department Director and the City Manager.

## **SECTION 7. SOLICITATION PROCESSES**

### **7.1 Request for Quotes (RFQ).**

7.1.1. The City department conducting the solicitation should identify the specific good or service to be quoted. The Department should identify any applicable special requirements that could include but not limited to the following: Current Prevailing Wage and incremental increase, City Business License, Certificate of Insurance (COI) naming the City as additionally insured under general liability, additional insurance requirements, Federal Work Authorization Affidavit and E-Verify Signature page (only for **services** that are \$5,000.00 or more), shipping and handling cost if not included in unit price, and estimated delivery time after receipt of order.

7.1.2. Requests for quotes may be made by any method conducive to providing all necessary information for soliciting a response. An actual quote should be provided by the potential vendor via email, fax or mail to insure that the goods or services quoted meet the requirements of the solicitation as well as the expectation of the requestor.

7.1.3. The City department conducting the solicitation shall utilize the Procurement and Contract Services Quote Form located on the City's intranet to summarize the quotes received. The completed Quote Form and any attachments (including individual submittals) associated with the Quote Form shall be approved by the applicable Department Director or designee and forwarded to the applicable Procurement Officer after the requisition has been entered and approved so it can be attached to the purchase order via the City's (ERP) system. The requisition number shall be identified on the Quote Form.

7.1.4. If a quote is chosen from a new vendor, a W-9 and vendor information form must be submitted to Accounts Payable.

**7.2 Bidding.** The City department conducting the solicitation shall determine the appropriate solicitation method in compliance with this policy. If assistance is requested, Procurement and Contract Services staff will meet with the City department conducting the solicitation to assist in determining the appropriate method of procurement. This meeting may also identify any special requirements, establish the tentative timeline for the project, estimate costs, define roles, and identify possible suppliers. The meeting will also determine which division/department will be responsible for preparing specifications and other bid documents. If documents are prepared by Procurement and Contract Services staff they will be submitted to the department conducting the solicitation for review and approval prior to letting.

7.2.1 Every bid shall state the closing date and time after which bids will not be accepted. The City department conducting the solicitation is authorized to extend the closing date for any bid if all responding bids have remained sealed, and if notice of the extension is provided to all potential vendors prior to the original opening time.

7.2.2 Bids shall be evaluated by the City department conducting the solicitation. The bid shall be awarded to the lowest, most responsive/responsible bidder, including consideration of any incentives, early payment discounts, buy-back provisions, or life cycle costs or other specified evaluation criteria included in the bid document that is deemed to be in the best interest of the City upon the recommendation and approval of the City department conducting the solicitation or their designated representative.

7.2.2.1. Informal Bidding – The City department conducting the solicitation will distribute the specifications to a minimum of three potential vendors (when possible). Written or electronic bids shall be required as stipulated in the informal bid document. Informal Bids between \$10,000.00 and \$49,999.99 may be broadcast on the internet.

7.2.2.2. Formal Bidding – On formal bids, appropriate advertisement is required. Performance, payment bonds, and bid bonds may be required. City Council approval is required on all formal bid recommendations for award of \$50,000.00 and over.

**7.3 Requests for Proposal (RFP).** Every RFP shall state the closing date and time until such proposals will be accepted. If the request has an indefinite closing date and will remain open until a satisfactory proposal is received, the request shall so state. The City department conducting the solicitation is authorized to extend the closing date for any RFP if all responding proposals have remained sealed and notice of the extension is provided to all potential respondents prior to the original closing time.

7.3.1. Selection Committee – A selection committee shall be established by the Project Manager to review the proposals and rate each firm according to the evaluation criteria established in the Request for Proposal.

7.3.2. Evaluation Process – The committee shall use the evaluation criteria established in the RFP. A two-step process may be used whereby the selection committee will first rate each proposal received on criteria established in the Request for Proposal. The composite scores of the committee will be used to determine the top rated firms which may be interviewed. If interviews are conducted, the firms are rated after the interviews and a second composite score recorded. The interview composite score sheet will be used to determine the highest rated respondents interviewed.

7.3.3. Evaluation Criteria-Best Value Procurement – The evaluation criteria shall be determined as a part of the RFP, which may include, but not be limited to, evidence of experience, reliability, references, expertise of firm, expertise of key personnel, and project approach. Cost may or may not be an evaluation criteria depending upon the nature of the project, but shall be predefined in the RFP document.

7.3.4. Negotiation Process – Upon determining the highest rated respondent, the Department Director or designated representative will then begin negotiations with the respondent receiving the highest score. If the City is unable to negotiate mutually agreed upon terms with the top rated respondent, the City shall begin negotiations with the second rated respondent, and so forth until mutually agreed upon terms are reached. After said terms have been reached, the City should request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement.

7.3.5 Whenever construction management services are needed, the Department Director or the Project Manager shall prepare a Request for Proposal (RFP) which may include:

1. Fees for overhead and profit;
2. Reimbursable costs for reimbursable items as defined in the City's request for proposal;
3. Qualifications;
4. Demonstration of ability to perform projects comparable in design, scope and complexity;
5. Demonstration of good faith efforts to achieve compliance with federal, state and local affirmative action requirements, if applicable;
6. References of owners for whom construction management services have been performed;
7. Financial strength;
8. Qualifications of in-house personnel who will manage the project; and
9. Demonstration of successful management systems which have been employed for the purposes of estimating, scheduling and controlling costs.
10. The solicitation file shall contain documentation of the basis for respondent selection.

**7.4 Invitation to Negotiate (ITN).** The City may procure commodities and contractual services by an ITN. An ITN is used when the goals or problems can only be generally described in the scope of work. Respondents provide proposed solutions to the problem or methodologies to achieve the desired goal.

7.4.1 The ITN shall include: (1) a statement of the commodities or contractual services sought; (2) the time and date for the receipt of replies and the public opening as provided in the ITN document; (3) the primary terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply; (4) the time frames for completion of the work, including renewal periods, if applicable, and (5) the format for the recommended pricing structure.

7.4.2 A response is generally evaluated for its technical merit, innovative methodology, experience, and cost within the limitations set forth in the ITN. It differs from an RFP in that responses may be refined during the negotiation and evaluation process prior to making an award of the contract. Proposals may be ranked at any point in the evaluation process when the Evaluation Team determines it has received sufficient information from respondents. Ranking is not required prior to negotiations. The City may negotiate concurrently with multiple respondents selected for negotiations.

7.4.3 The City may select one or more respondent(s) upon the conclusion of negotiations. At the conclusion of negotiations, the City should request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm(s) to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement. When concurrent negotiations are held, BAFOs should be obtained from all respondents participating in the negotiations prior to final evaluation and recommendation of award.

The City may award contract/agreement(s) to one or more responsible respondent(s) based on the BAFOs the City determines who will provide the best value and best meet the City's objectives.

7.4.4 The solicitation file shall contain documentation of the basis for respondent selection, setting forth the deliverables and price pursuant to the contract/agreement, and explaining how these deliverables and price meet the objectives of the solicitation.

**7.5 Qualifications Based Selection (QBS).** The QBS process must be used for selection of professional services consultants for architecture, engineering, land surveying and landscape architecture in accordance with state statutes. The City also uses QBS in the selection of design-build teams due to the professional service providers included in the team. QBS may be used for other types of services allowed by law and determined by the Project Manager.

7.5.1 Whenever architectural, engineering, land surveying, landscape architecture or design-build services are needed, the Department Director or designated representative of the City department conducting the solicitation shall prepare a Request for Qualifications (RFQu). The RFQu will include a description of the project or services required and the criteria to be used in evaluating responses from interested professionals. Criteria should be tailored for the specific project or services needed and may include such items as:

- The specialized experience and technical competence of the respondent with respect to the type of services required;
- The capacity and capability of the respondent to perform the requested work;
- The past record of performance of the respondent with respect to such factors as control of costs, quality of work, and ability to meet schedules;
- The respondent's familiarity with the area in which the project is located.
- The respondents understanding of the required services and specific ways in which the firm is most qualified to provide those services.

7.5.2 For design-build RFQs the criteria may also include a list of architects, engineers, land surveyors, contractors, etc. proposed to provide services and their applicable hourly rates.

7.5.3 When an RFQu is used, a selection committee shall be established by the Department Director or the Project Manager to review the qualifications. Each committee member will rate each respondent's response according to the criteria set forth in the RFQu. The ranking of respondents by the committee will be used to determine the top rated respondent, which may be interviewed at the discretion of the Department Director or the Project Manager. If interviews are conducted, the respondents are again rated after the interviews according to the criteria and a final ranking by the committee will determine the most responsive and qualified respondent(s). The solicitation file shall contain documentation of the basis for selection.

7.5.4 If the Department is unable to negotiate a satisfactory contract with the selected respondent, those negotiations shall be terminated. Negotiations shall then commence with the second ranked respondent. If there is failure to reach agreement with the second respondent, the process will repeat until a contract has been successfully negotiated. At the conclusion of negotiations, the City should request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm(s) to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement. If there is a failure to negotiate a contract with any of the respondents, the Department shall reevaluate the necessary services and scope of work and re-issue a revised RFQ if appropriate and proceed in accordance with the provisions of this article.

7.5.5 For design-build services, contracts may be negotiated as two separate agreements: 1. For preliminary design-build services and; 2. For final design-build services, or a single initial contract for all services.

**7.6 Requests for Information (RFI).** RFIs can be utilized prior to preparing bid documents, RFPs or RFQs.

## **SECTION 8. NON-SOLICITATION TYPE OF PROCESSES**

**8.1 Unrestricted.** Departments procure goods or services not available through existing contracts and are less than \$2,999.99.

**8.2 Emergency Purchase.** Immediately upon determining that an emergency situation exists, as defined in Section 1, and prior to contacting vendors for supplies and services, the Procurement and Contract Service Manager shall determine the appropriate course of action. The Procurement and Contract Services Manager (CPO) or designated representative shall determine whether the purchase can be made utilizing an existing procurement contract on a timely basis or securing a

minimum of three (3) quotations from vendors, if a sufficient number of vendors and adequate amount of time is available. Emergency purchases shall be made with as much competition as practical under the circumstances. Departments must submit emergency purchases on the appropriate form and must include an explanation of the emergency.

8.2.1 The Procurement and Contract Service Manager (CPO) shall have the authority to approve all emergency purchases \$24,999.99 and below. Emergency purchases \$25,000.00 to \$49,999.99 require the approval of the City Manager. An emergency purchase that exceeds \$50,000.00 shall be presented to City Council by City Staff at the earliest opportunity after purchase has been made.

8.2.2 In certain emergency situations, the City Manager shall have the authority to execute an emergency contract modification where approval by the City Council would otherwise be required. The City Manager shall only execute the emergency modification if the work qualifies as an emergency and the overall budget is not exceeded. The emergency modification shall be submitted to the City Council by the City Manager for ratification at the next available Council meeting.

8.2.3 During periods of a “declared city emergency” by the Mayor, purchases may be made in accordance with the City’s Emergency Operations Plan.

**8.3 Sole Source.** The Procurement and Contract Services Manager (CPO) may waive the requirement of competitive bids or proposals for supplies/services when he/she has determined in writing the following conditions:

- a. supplies or services are proprietary and only available from the manufacturer or a single distributor;
- b. based on past procurement experience, it is determined that only one (1) distributor services the region in which the supplies are needed;
- c. supplies or services are available at a discount from a single distributor for a limited period of time; or
- d. A firm has significant previous or specialized knowledge on a proposed project that would result in significant monetary and/or time savings in completion of the project.

8.3.1 Sole source purchases shall be subject to approval as follows:

- \$.01 – \$9,999.99: Department Director and the Procurement and Contract Services Manager (CPO) prior to purchase
- \$10,000.00 - \$49,999.99: City Manager prior to purchase, with written recommendation from the above.
- \$50,000.00 and over: City Council prior to purchase with written recommendation from the above.

**8.4 Exempt Transactions.** Specific types of transactions are deemed to be ineligible for competitive pricing and are therefore exempt from the procurement policies defined herein. These transactions include:

- Utilities
- Advertising
- Professional memberships, sponsorships, or training
- Subscriptions to professional publications
- Travel reimbursement and direct payments to travel related vendors
- Maintenance and/or support contracts with vendors pertaining to software or hardware, which are required in order to maintain warranty compliance or the continuation of licensing and/or maintenance agreements
- Payments made in connection with risk management claims

## **SECTION 9. REAL PROPERTY PROCESSES**

### **9.1 Sale or Lease of Real Property.**

- a. All sale or lease of real property and any contracts pursuant hereto shall be subject to approval by the City Council.
- b. Prior to City staff actively marketing real property for sale or lease, the City Manager shall seek approval from the City Council regarding the method(s) used to market said property.

### **9.2 Acquisition of Interests in Rights-of-Ways and Easements.**

- a. As used in this article, the following terms shall have the described meaning:
  1. *Settlement Amount* - the amount to be paid by the City in consideration of receiving a property interest from a property owner.

2. *Appraised Value* - the fair market value of the subject property as determined by the City's qualified appraiser and may include replacement and/or relocation costs of amenities or facilities located within the real estate tract to be acquired.
3. *Excess Amount* – the difference between the Settlement Amount and the Appraised Value.
4. *Property* – legal interests in real estate acquired for public purposes.

b. Staff is authorized to acquire property administratively when the following conditions are met:

1. The property is needed in order to proceed with a project that is part of the Capital Improvement Program that has been approved by the City Council; and,
2. Funding for said project has been included in the current capital or annual budget approved by the City Council.

c. Administrative Procedures for Acquisition

1. If the proposed Settlement Amount is equal to or less than the Appraised Value, the City Manager or designee may approve the acquisition of the property, regardless of amount.
2. If the Excess Amount is less than or equal to \$10,000.00, the City Manager or designee may approve the acquisition of the property.
3. All other proposed acquisitions must be presented to the City Council for approval.

d. The City Manager, Mayor or designee is authorized to execute all documents necessary to carry out the intent of this policy.

e. All deeds, agreements and other documents used for an acquisition under this policy must be approved by the City's Law Department.

### **9.3 Purchase of Real Property-Fee Simple:**

- a. The purchase of real property in fee simple shall not be subject to the solicitation requirements set forth herein.
- b. The purchase of real property in fee simple in the amount of \$50,000.00 or more shall be subject to City Council approval.

## **SECTION 10. PAYMENT AND PROCUREMENT METHODS AND PROCEDURES**

**10.1 Petty Cash.** Petty cash shall only be used for purchases ranging from \$.01 to \$50.00.

**10.2 Procurement Card (P-Card).** P-Cards may be used to make purchases in accordance with this policy and the P-card policy.

**10.3 Payment Information Form (PIF).** A PIF may be used for payment of supplies or services **only when a purchase order or P-card cannot be utilized.** PIFs are to be submitted to Accounts Payable with the invoice and any other supporting documentation. PIFs are located on the intranet under Online Forms for the Finance Department.

**10.4 Purchase Orders.** Supplies and services that are not procured utilizing a P-Card or paid for using petty cash or a Payment Information Form (PIF) shall be procured with the issuance of a purchase order.

10.4.1 A requisition must be entered into the City's ERP system by the Department prior to a purchase order being issued by Procurement and Contract Services. Procurement and Contract Services will generate a Purchase Order document from the approved requisition information.

10.4.2 An inverted purchase order is a type of purchase order issued for multiple contract items that will be purchased, received, and invoiced over a period of time. The inverted purchase order will remain open with 'draws' or invoices paid from said purchase order. Inverted purchase orders should only be issued after consulting with Procurement and Contract Services and Finance to make sure that its utilization will meet all of the needs of the requestor.

10.4.2 If a Purchase Order was issued for an amount of \$49,999.99 or less and was placed less than one hundred eighty (180) days of the date of the original quote, departments are authorized to repeat an order for a maximum amount of \$25,000.00, provided that the supplier agrees to the original quote terms and pricing. When repeating an order, and prior to placing the order, the department must enter a new requisition (referencing original quote) into the ERP system for Procurement and Contract Services to create a new purchase order.



## **SECTION 11. RECEIVING, DELIVERY, FREIGHT and PRODUCT TESTING**

**11.1 Delivery and Receipt of Goods and Services.** The City of Lee's Summit uses decentralized receiving. City Departments are responsible for receiving goods and services they have ordered or had ordered for them either by physical signature or via the ERP system dependent upon the payment type to be utilized. Their physical signature or electronic signature in the ERP system indicates they have accepted the item or service and that it is in the correct quantity, size, and color and is in satisfactory working condition. Departments via their representative(s) are required to inspect the delivery and make note if there are external signs of damage. Internal damage or missing items shall be reconciled with the supplier and Procurement and Contract Services immediately. When items are delivered to City Departments, the only paperwork to be signed is the delivery notice. City Departments may conduct the receiving process in the ERP system which may not require paper transfers between departments. Any other vendor/supplier purchase order, document, contract, warranty, maintenance agreement, etc. are NOT to be signed at delivery. Department representatives should review aforementioned documents with applicable procuring department upon receipt of documents.

**11.2 Freight/Shipping on Orders.** The City shall use F.O.B. Destination as its primary freight or shipping designation.

**11.3 Product Testing/Demonstrations.** Product demonstrations may be held as deemed appropriate without prior approval of Procurement and Contract Services. In no event shall the retention of a test item by the City be evidence of intent to purchase said item.

## **SECTION 12. BID PROTESTS**

This procedure is intended solely as an attempt to provide bidders with the opportunity to communicate perceived issues to the City department conducting the solicitation. It is not intended to create any legal right, cause of action, property interest or independent means of redress that does not otherwise exist under Missouri law. It shall not serve to abrogate or effect the City's exclusive right to determine the lowest and most responsible bidder in any particular bid situation. Any correspondence initiated by, that involves or may involve legal representation shall be addressed to and handled by the City's Legal Department.

**12.1 Right to Protest.** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the applicable City department conducting the solicitation. The protest shall be submitted in writing to the City Clerk within 48 (forty-eight) hours after such aggrieved person knows or should have known of the facts giving rise thereto. The protest shall identify specific issues that are being protested and the facts that the protestor believes support the claim. It is the protestor's responsibility to establish his/her case. If and when the applicable City procuring entity is directly involved in the procurement action then the Director of Finance shall review the case and respond within the timeframe stated above.

**12.2 Review of Protest.** The Department Director of the City department conducting the solicitation shall have the authority to resolve a protest of an aggrieved bidder concerning the solicitation or award of a contract.

**12.3 Decision/Notice of Decision.** The applicable Department Director or Procurement and Contract Services manager, whoever was responsible for the solicitation, shall issue a decision in writing within three (3) business days of actual receipt of the protest. The decision shall state the reasons for the action taken. A copy of the decision shall be mailed or otherwise furnished immediately to the protestor.

**12.4 Appeal.** A protestor may appeal the decision by submitting a written appeal to the City Manager within five (5) business days of the date of the Department Director decision. The written appeal shall state with specificity the facts supporting the protestor's position. The appeal shall be reviewed by the City Manager or designee, who will issue a decision in writing within five (5) business days of receipt of the protestor's timely filed written appeal.

**12.5 Finality of Decision.** A Director's decision shall be considered final and is not subject to appeal or further consideration unless a timely appeal is filed. In the event of a timely appeal, the decision of the City Manager, or designee, shall be considered final and not subject to appeal or further consideration.

**12.6 Stay of Procurements during Protest.** In the event of a timely protest, the City of Lee's Summit shall not proceed further with the solicitation or with the award of the contract until the protest process is complete, unless the City Manager makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the City.

### **SECTION 13. OTHER PROTESTS AND DISPUTES**

**13.1 Protests of Non-Bid Solicitations.** Any protest regarding a non-bid competitive solicitation, such as RFP, QBS or ITN process, shall follow the same steps as previously outlined for bid protests.

**13.2 Disputes with Vendors.** City staff involved in the disputed procurement shall notify Procurement and Contract Services or the City department conducting the solicitation in a timely manner, concerning any complaint or dispute regarding an order, delivery, specification, defective supplies or poor performance by a supplier. Any decision concerning an attempt to cancel a contract or an attempt to resolve a dispute regarding defective products or unacceptable services shall be made jointly by Procurement and Contract Services and the City department conducting the solicitation. Any correspondence with suppliers shall be conducted via the Procurement and Contract Services Manager (CPO).

**13.3 Disputes between Departments and Procurement and Contract Services.** In the event a procurement dispute arises between the requesting Department and Procurement and Contract Services, the Finance Director supervising the Procurement and Contract Services Division shall make the final decision. If the Department Director of the requesting Department does not agree or accept the decision of said Finance Director, the requesting Department Director and the Finance Director may discuss the issue with the City Manager, or his designated representative and the City Manager or his designee shall make the final decision.

### **SECTION 14. DISPOSAL OF PROPERTY (OTHER THAN REAL PROPERTY)**

Department Director or designated representative determines property (other than real property) is no longer needed. Procurement and Contract Services is sent written notification with detailed information of surplus items. Procurement and Contract Services Manager (CPO), Department Director and/or designee will determine the best method for disposal. Once a disposal method is determined the Procurement and Contract Services Manager (CPO) or designated representative will coordinate the process. The following methods will be used for disposal of surplus property:

- Sell by requesting sealed bids.
- Trade-in as part of a bidding process.
- Sell through electronic auctioning process.
- Donate to an approved centralized not-for-profit clearinghouse such as Surplus Exchange Group to be picked up at no charge to the City (only after items have gone through two auction cycles with the City's e-Surplus auction service).
- Dispose of at the City's designated landfill if the property has no value.

### **SECTION 15. PROCUREMENT POLICY REVIEW**

The Procurement Policy shall be reviewed no less than every two years to ensure that the policy is current with any and all applicable local, state and federal laws as well as City processes and procedures. Any proposed revision(s) shall be discussed with a Procurement Policy Committee that shall be derived from representative(s) from City departments. Those revisions deemed necessary to implement shall be presented to the City Council for approval and adoption.

**QUICK REFERENCE GUIDE**

**Procurement Method**

<p><b>Unrestricted</b> \$01 - \$2,999.99</p>	<ul style="list-style-type: none"> <li>• Quotes not required, cost comparison encouraged</li> <li>• Department administers</li> <li>• Department Director or designee authorization required to purchase</li> <li>• P-Cards may be utilized</li> </ul>
<p><b>Quotes</b> \$3,000.00 - \$9,999.99</p>	<ul style="list-style-type: none"> <li>• Three (3) quotes required if item is not available from an existing contract and if sufficient vendors are available</li> <li>• Department administers</li> <li>• Department Director or designee authorization required prior to purchase</li> <li>• ERP System Utilized – Department must enter requisition before order is placed</li> <li>• If sole source, a sole source form must be signed with required approvals obtained prior to purchase</li> </ul>
<p><b>Informal Bid/Solicitation</b> \$10,000.00 - \$49,999.99</p>	<ul style="list-style-type: none"> <li>• Informal bid/solicitation process required</li> <li>• City department conducting solicitation authorization required</li> <li>• City department conducting solicitation and Department Director authorization required prior to purchase</li> <li>• Broadcasted electronically via the internet if deemed necessary</li> </ul>
<p><b>Formal Bid/Solicitation</b> \$50,000.00 and Over</p>	<ul style="list-style-type: none"> <li>• Formal process required</li> <li>• City department conducting solicitation administers</li> <li>• City department Director in charge of conducting solicitation, City Manager and City Council approval required prior to purchase</li> <li>• Broadcasted electronically via the internet and e-bidding system</li> </ul>
<p><b>Purchase Order</b></p>	<p>Always required for purchases with the exception of:</p> <ol style="list-style-type: none"> <li>1. Capital Project progress payments</li> <li>2. Petty Cash purchase</li> <li>3. P-Card purchase</li> <li>4. Utilization of a Payment Information Form (PIF)</li> </ol>
<p><b>Inverted Purchase Order</b></p>	<p>Set up for commodity/service/construction contract purchases – reduces the need for additional purchase orders against contract</p> <p>-Inverted purchase orders should only be issued after consulting with Procurement and Contract Services and Finance to make sure that it's utilization will meet all of the needs of the requestor</p>
<p><b>P-Card</b></p>	<p>-Procurement and P-Card Policies must be adhered to</p>

Payment Method	\$ Dollar Range	Conditions
Petty Cash	\$01 - \$50.00	-Reimbursed with receipt by supervisor
Payment Information Form	No dollar limits	-To be used for miscellaneous expenses, limited to recurring charges such as utility bills, seminar registration, insurance, etc.

# CITY OF LEE'S SUMMIT

## PURCHASING POLICY MANUAL



March 2006

**PURCHASING MANUAL**  
**DIVISION OF PURCHASING**  
**CITY OF LEE'S SUMMIT MISSOURI**

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**I. Purchasing Policy Updates.....Section 1**  
(Originally adopted per Resolution No. 99-24, Revised per passage and adoption of Resolution No. 03-07 by the City Council on May 1, 2003

Resolution approving and adopting a Revised City of Lee's Summit Purchasing Policy, by the City Council on May 1, 2003.

Cooperative Programs and Agreements, Revised per Administrative Amendment 05-01, dated November, 2005.

Sale and Lease of Real Property, Revised per Resolution No. 05-16, passed and adopted by City Council, December 1, 2005.

Policy for the Administrative Acquisition of Rights-Of-Ways and Easements, Revised per Resolution No. 05-16, passed and adopted by City Council, December 1, 2005.

Change Orders (For other than Construction Contracts), Revised per Resolution No. 06-06, passed and adopted by City Council, March 9, 2006.

Bid Protest, Resolution 07-02 Adopted September 1, 2007 by City Administrator.

Professional Services Contracts-Engineering, Architectural and Land Surveying Services, Resolution 07-03 Adopted August 28, 2007 by City Administrator.

Sole Source, Resolution 08-1 Adopted November 17, 2008 by the City Manager.

Change Orders for Construction Contracts, Resolution 09-01 Adopted February 20<sup>th</sup>, 2009 by the City Manager.

II. PURCHASING POLICY GOALS

- A. The Purchasing Division provides centralized procurement of goods and services. It is the responsibility of the Purchasing Division to assist city departments in obtaining necessary goods and services at the most economical prices while ensuring compliance with all applicable laws and policies, and maintaining confidence in government expenditures.

III. BUSINESS PURCHASING CARD PROGRAM

- A. Any purchase made pursuant to the Business Purchasing Card Program shall be made in accordance with the terms of the process manual for the Business Purchasing Card Program, and applicable Purchasing Policy provisions.
- B. Any purchases currently being made pursuant to the process for Purchases \$0 to \$250 at Facilities with Charge Accounts may continue until users of that process begin using a Business Purchasing Card.

IV. DEFINITIONS

CONSTRUCTION - the process of building, altering, repairing, improving or demolishing any public structure or facility or other public improvement of any kind.

CONTRACT - a legally binding promise enforceable by law, and generally, in writing.

EXISTING PURCHASING CONTRACTS - contracts previously entered into by the City and currently existing for such items, including but not limited to, term and supply contracts, annual contracts, maintenance contracts, and warranty contracts.

FORMAL WRITTEN BIDS - a competitive bid which must be submitted, in response to an advertised request, in a sealed envelope, in a prescribed format, to be opened in public at a specified time.

INFORMAL WRITTEN BIDS - a competitive bid or price quotation for supplies or

services conveyed to the City in writing by sealed bid without requiring advertising.

ITEMS - a product, material or service.

MATERIAL VALUE - a determination made by the Department Director as to the value of an item to be purchased relative to their respective Department budgets.

PROCUREMENT-purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction, including performance of any necessary functions, such as writing specifications, selection and solicitation of sources, preparation and award of contract, and contract administration.

QUOTATION - a statement of price, terms of sale, and description of goods or services offered by a vendor to a prospective purchaser by letter, fax, telephone or other means of communication.

REQUISITION - an internal document by which a department sends details of supplies, services, or material required to the Purchasing Division and documentation for authority to commit funds for the purchase.

SCOPE OF SERVICES - a detailed description of the tasks to be performed by the successful bidder.

SPECIFICATIONS - a description of the physical or functional characteristics, or of the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied, and/or the capabilities and performance characteristics that the item must satisfy.

V. PURCHASING PROCEDURES

A. PURCHASES \$0 TO \$50 AND PAID FROM PETTY CASH

1. Items in this range may be purchased directly by city departments with reimbursement from petty cash funds. The Department Director or designated representative must approve the purchase. Department Director will determine the amount of "petty cash" that shall be available at any given time in the department.

B. PURCHASES \$0 TO \$1000

1. Items in this range and not available on an existing purchasing contract, may be ordered by departments. Prior to placing an order, Departments are encouraged to obtain the lowest cost through cost comparisons and must contact the Purchasing Division for a purchase order number. After placing the order, a requisition must be submitted to the Purchasing Division, which shall include the purchase order number, account number, cost comparisons received, and Department Director or designated representative's signature.

C. PURCHASES \$1000 TO \$3000

1. Items in this range, and not available on an existing purchasing contract, through an approved "sole source", or authorized as an emergency purchase may be ordered by departments. Prior to placing an order, the Department Director, or designated representative shall contact the Purchasing Division to coordinate the purchase. The Purchasing Division will briefly summarize purchasing techniques, including a reminder to fully inquire about terms, freight charges and discounts, provide the Department with names and numbers of possible sources of supply, if necessary, and provide the department a purchase order number with which to place the order. The Department Director, or designated representatives, or Purchasing Division, if requested by the Department, shall secure a minimum of three (3) quotations from vendors, if a sufficient number of vendors are available.



2. The Department shall submit a requisition to the Purchasing Division within 24 hours of placing the order, which shall include the purchase order number, account number, a description of the item(s) to be purchased, quotations received, and the Department Director or designated representative's signature.
  
3. Departments are authorized to repeat an order for a maximum amount of \$3000, if the order is placed within ninety (90) days of the original quotation, following the Purchasing Division's approval, and provided that the supplier agrees to the same terms as the original purchase. When repeating an order, and prior to placing the order, the department must contact the Purchasing Division for a new purchase order number. A requisition must be submitted to the Purchasing Division, which shall include the purchase order number, account number, a description of the item(s) to be purchased, quotations received, and the Department Director or designated representative's signature.

D. PURCHASES \$3000 TO \$10,000

1. Items in this range, and not available on an existing purchasing contract, through an approved "sole source", or authorized as an emergency purchase, are to be ordered by purchase requisition through the Purchasing Division. The Purchasing Division shall obtain informal written bids. A minimum of three (3) bids shall be solicited, if sufficient vendors are available. All bids are to be received and opened by the Purchasing Division.
  
2. The Department Director or designated representative shall schedule a meeting with the Purchasing Division prior to preparing specifications to determine the method of procurement to be used, identify any special requirements, outline the time line for the project, estimate costs, define roles, and identify possible vendors. The department shall prepare

specifications and submit them, along with the requisition, to the Purchasing Division for review and procurement.

3. The bid shall be awarded to the lowest and best bidder upon the recommendation of the Department Director or designated representative and the approval of the Purchasing Agent or designated representative. The Purchasing Division may repeat an order within these ranges when the previous purchase was made within ninety (90) days of the original order and the seller agrees to the same terms as the previous purchase.

E. PURCHASES OVER \$10,000

1. The items in this range are to be requested by the department by submitting a purchase requisition to the Purchasing Division. The Purchasing Division shall obtain formal written bids, which must be advertised. Certain bonds, including performance, payment, and bid bonds may be required to be submitted when bidding for certain purchases. Purchasing Division will advise departments as to applicable bonds at the preparation meeting set forth in section E.2 below. In addition, the award of purchases in excess of \$20,000 range require City Council approval. All bids are to be received and opened by the Purchasing Division.
2. The Department Director or designated representative shall schedule a meeting with the Purchasing Division, prior to preparing specifications, to determine the method of purchase to be used, identify any special requirements, outline the time line for the project, estimate costs, define roles, and identify possible vendors. The department shall prepare specifications and submit them, along with a requisition, to the Purchasing Division for review and procurement.
3. The bids may be evaluated by the Purchasing Division and/or the Department, at the discretion of the Department Director. The bid shall be awarded to the lowest and best bidder upon the recommendation of

the Department Director or designated representative and the approval of the Purchasing Agent or designated representative. Prior to being placed on the Council agenda, the Department Director or designated representative shall prepare recommendation of award for Council approval. The recommendation must be signed by the Purchasing Agent or designated representative, certifying that all Purchasing policy requirements were met. .

4. "Sole source" purchases, over \$10,000 in price, shall be negotiated upon the approval of the Purchasing Agent, the Finance Director and the City Administrator or their designated representatives. See the Sole Source section of this Policy for additional information.

## VI. CHANGE ORDERS (FOR OTHER THAN CONSTRUCTION CONTRACTS)

Revised per Resolution No. 06-06, passed and adopted by City Council, March 9, 2006

- A. Contracts over \$20,000. In the event there is a change in the scope of services or cost in a contract, the Contractor may request a change order. A change order is an amendment to the contract. The contract amendment should contain the change in scope of services and/or in cost and must go to the City Council for approval.

In certain emergency situations or due to the stage of construction in progress or to prevent a lengthy delay in a project, the Department Director, with the approval of the City Administrator, and with notification to the appropriate City Council committee chairperson, can authorize a change order. After authorizing the change order, the change order is prepared and sent to City Council with a request to ratify the change order. These change orders may involve such issues as additional tasks, deletion of tasks, cost changes, and extensions of time.

- B. Contracts less than \$20,000. In the event there is a change in the scope of services or costs in a contract with an original contract amount of less than \$20,000, the Contractor may request a change order. A change order is an

amendment to the contract. The contract amendment should contain the change in scope of services and/or in cost must be approved by the Department Director and Purchasing Division. These change orders may involve such issues as additional tasks, deletion of tasks, cost changes, and extensions of time.

In the event the change order itself contains costs in an amount in excess of \$20,000, the change order must go to City Council for approval. In the event a series of change orders on a single contract accumulates to an amount in excess of \$20,000, all subsequent change orders, regardless of amount, must go the City Council for approval.

- C. Purchase Orders. Change orders to purchase orders are only allowed if the change is in the cost of the item being purchased. No change orders are allowed for changes in quantity or scope of original purchase order. Changes in quantity or scope are to be purchased with separate purchase order numbers. See applicable price range provisions regarding repeat orders.

Purchase Order Change order cost adjustments in an amount up to \$3,000 requires prior approval of the Purchasing Division.

Purchase Order Change order cost adjustments in an amount up to \$20,000 require prior approval of Purchasing Division and City Administrator.

Purchase Order Change order cost adjustments in an amount over \$20,000 require prior approval of the Purchasing Agent, City Administrator and City Council.

## VII. COOPERATIVE PROGRAMS AND AGREEMENTS

Revised per Administrative Amendment 05-01, dated November, 2005

### 1. COOPERATIVE PURCHASING PROGRAMS

- A. As used in this Article, the term “cooperative purchasing program” refers to programs through which the members of the program may acquire goods and

services in cooperation with other members of the program, thereby saving money on the purchase of goods and services through economies of scale and through the reduction of administrative costs. Subject to the provisions of this Article, the Purchasing Agent is authorized to participate in cooperative purchasing programs with the United States or any agency of the United States; with the State of Missouri or any agency, municipality or political subdivision of the State of Missouri; with other states or any agency, municipality or political subdivision of any other state; or with any association of municipalities or political subdivisions; provided that the cooperative purchasing program follows a competitive bidding process.

- B. From time to time, but not less than each July of each even numbered year, the City Council shall authorize by resolution the participation of the City in any and all Cooperative Purchasing Programs which the Council believe appropriate (the "Approved List"). The Purchasing Division shall be responsible for notifying the departments of current approved cooperative purchasing programs and any limitation or special requirements for their use.
- C. Council approval shall not be required for the purchase of any budgeted items from purchasing programs which are on the Approved List. City Council approval will be required for all purchases of unbudgeted items in excess of \$20,000. Specific unbudgeted items less than \$20,000 may be purchased through a cooperative purchasing program on the Approved List provided an alternative funding source with the respective Department's budget is identified in writing to the Finance Director and City Administrator.
- D. During the annual City budget approval process, if a Department knows a proposed budgeted item will be purchased through a cooperative purchasing program or acceptable purchasing agreement, as defined below, the Department shall provide such information to the City Council.

2. COOPERATIVE PURCHASING AGREEMENTS

- A. The City may procure goods or services pursuant to an acceptable cooperative purchasing agreement. An “acceptable cooperative purchasing agreement” is an agreement between a governmental entity and a third party which meets the following conditions:
1. the contract followed a competitive bidding process and was established in accordance with the laws and regulations applicable to the establishing governmental entity;
  2. the contract contains the same, or better, terms, conditions, specifications and pricing for the respective item that the City Department seeking the acquisition would bid and purchase on its own; and
  3. the contract contains a cooperative purchasing clause (sometimes referred to as a “piggyback” clause) which authorizes other governmental entities to purchase under the contract with the same terms and conditions.
- B. In the event a Department desires to acquire goods or services through a cooperative purchasing agreement, the Department Director or designated representative shall contact the Purchasing Department. The Purchasing Agent, or Purchasing Agent’s designated representative, shall determine whether the proposed agreement is an acceptable cooperative purchasing agreement. After this determination is made the matter shall be forwarded to the City Administrator for review.
- C. The City Administrator is authorized to approve purchases through acceptable cooperative purchasing agreements, subject to the following conditions:
1. City Council approval will be required for all purchases of unbudgeted items in excess of \$20,000.00
  2. Specific unbudgeted items less than \$20,000.00 may be purchased through a cooperative purchasing program provided an alternative funding source with the respective Department’s budget is identified in writing to the Finance Director and City Administrator.
- Council approval shall not be required for the purchase of any budgeted items from acceptable cooperative purchasing agreements.

#### VIII. TERM AND SUPPLY AND ANNUAL CONTRACTS

- A. Term and supply contracts and annual contracts shall be bid through the Purchasing Division following the same procedures established by this policy for other purchases based upon estimated value of contract. The Purchasing Agent shall prepare a recommendation of award for Council approval for all term & supply and annual contracts over \$20,000, based upon the annual value of the contract. In the instance of multiple year contracts, Council approval is not required for the renewal periods when the requested price increase does not exceed the renewal period increase established in the original contract. All multiple year contracts shall contain a clause which states that the Contractor understands that the obligation of the City to pay for goods and/or services under the contract 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 contract constitute a pledge of the general tax revenues, funds or moneys of the City , and all provisions of the contract shall be construed so as to give effect to such intent. The Purchasing Division shall be responsible for notifying the departments of all current contracts available for use.
  
- B. The Purchasing Division will provide ordering instructions for each contract as is appropriate for that particular item. After a Department purchases an item from a term and supply or annual contract, the Department shall submit the signed tickets and/or receipts evidencing the purchase directly to the City Accounts Payable Division.

IX. NON-CONTRACT SERVICES

- A. Departments shall contact the Purchasing Division prior to obtaining quotations for any service involving labor, which is not covered by an existing contract to determine the appropriate method of procurement.

- B. If it is determined by the Purchasing Division that bonds, insurance, or prevailing wage are required, the Purchasing Division shall handle the procurement of such service, regardless of cost.

X. PROFESSIONAL SERVICES CONTRACTS-ENGINEERING, ARCHITECTURAL AND LAND SURVEYING SERVICES

Revision 07-03 Approved per City Administrator effective August 28, 2007

- A. Contracts for architectural, engineering and land surveying services shall be negotiated on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable prices. The Purchasing Department shall encourage firms engaged in the lawful practice of the architectural, engineering and land surveying professions to annually submit a statement of qualifications and performance data to the City.
- B. As used in the Article unless the context specifically requires otherwise:
  - 1. "Architectural services" means any service as defined in section 327.091, RSMo.
  - 2. "Engineering services" means any services as defined in Section 327.181, RSMo.
  - 3. "Firm" means any individual, firm, partnership, corporation, associates or other legal entity permitted by law to practice the profession of architecture, engineering or land surveying and provide said services;
  - 4. "Land surveying services" means any service as defined in section 327.272, RSMo.
  - 5. "Protest" means any capital improvement project or any study, plan, survey or program activity of the City, including development of new or existing programs.
- C. Whenever architectural, engineering or land surveying services are needed, the Purchasing Agent and the Department Director, or their designated representatives, shall evaluate current statement of qualifications and performance data of firms on file together with those that may be submitted by other firms regarding the proposed project. Except for those cases in which the required services may be provided through an existing indefinite delivery (aka "on call") contract, the Purchasing Agent or designated representative shall prepare a Request for Qualifications (RFQ) designed to ascertain qualifications of firms that may be interested in providing services for the proposed project.
  - (1) The specialized experience and technical competence of the firm with respect to the type of services required;
  - (2) The capacity and capability of the firm to perform the work in question. Including specialized services, within the time limitations fixed for the completion of the project;
  - (3) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;
  - (4) The firm's proximity to and familiarity with the area in which the project is located.When an RFQ is used, a selection committee shall be established by the Department Director or designated representative to review the qualifications.



Each committee member will rank each firm according to the criteria set forth in section C (1-4) of this Article. The composite rating of the committee will be used to determine the three top rated firms, which may be interviewed at the discretion of the Department Director. If interviews are conducted, the firms are again individually rated after the interviews according to the criteria contained in section C (1-4) of this Article and a second composite of the committee's rating of the firms.

The Purchasing Agent and the Department Director, or their designated representatives, shall list three highly qualified firms as determined by the process set forth in this section. They shall then select the firm considered best qualified and capable of performing the desired work and negotiate a contract for the project with the firm selected.. If an RFQ is used, the committee's composite rating shall be used to determine the best qualified firm. For a basic for negotiations the Department Director, or their designated representatives, are unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated. Negotiations shall then commence with another of the qualified firms selected. If there is a failing of accord with the second firm, negotiations with such firm shall be terminated. Negotiations shall then commence with the third qualified firm. If there is a failure to negotiate a contract with any of the selected firms, the Purchasing Agent and the Department Director, or their designated representatives, shall reevaluate the necessary architectural, engineering or land surveying services, including the scope and reasonable fee requirements. again compile a list of qualified firms and proceed in accordance with the provisions of the subsection.

#### XI.-B. SPECIALIZED CONSULTING SERVICE CONTRACTS

A. When a Department determines that specialized consulting services may be necessary regarding a project or program, the Department shall contact the Purchasing Agent or designated representative to determine the appropriate course of action.

B. The Purchasing Agent, or his or her designated representative, with the approval of the City Administrator, or his or her designated representative, may authorize the award of a specialized consulting services contract when the requesting Department has stated in writing that there is a need for such services from the proposed consultant because of specific circumstance which require a unique combination of abilities or expertise to perform . In the event that the contract amount will exceed \$20,000, the contract must be approved by the City Council upon the recommendation of the City Administrator.

#### XII.-C PROFESSIONAL SERVICES CONTRACTS- CONTRACT APPROVAL PROCESS AND CONTRACT MODIFICATION

- A. The Department Director or designated representative shall prepare a recommendation of award for Council approval for all contracts over \$20,000. The recommendation must be signed by the Purchasing Agent, prior to being placed on the Council Agenda, certifying that all requirements were met. Council approval is not required for the renewal of contracts when the requested price increase does not exceed the renewal period increase established in the original agreement or contracts under \$20,000 that may be authorized by the City Administrator. All multiple year contracts shall contain a clause which states that the Contractor understands that the obligation of the City to pay for goods and/or services under the contract 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 contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

Upon approval of the Purchasing Agent and City Administrator, professional services under \$5,000 may be exempt from the Request for Proposal and competitive bidding process.

B. Contract Modifications & Supplemental Agreements

In the event it is necessary to change the scope of services that increases the total compensation for a professional services contract valued at \$20,000 or more or if the change will cause the contract amount to exceed \$20,000, a written contract modification or supplemental agreement shall be approved by the City Council prior to the work commencing. Contract modifications or supplemental agreements that do not cause the total contract amount to exceed \$20,000 may be executed by the City Administrator.

In certain limited emergency situations, the City Administrator shall be given the authority to execute an emergency contract modification or supplemental agreement prior to City Council approval to modify the scope of services. "Emergencies" shall be defined as those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Department Director and City Administrator. The City Administrator shall only execute the emergency contract modification or supplemental agreement if the work qualifies as an "emergency" and the overall project budget is not exceeded. The emergency contract modification or supplemental agreement would be submitted to the City Council for ratification at the next available meeting.

XIII A. CONSTRUCTION CONTRACTS

- A. Construction contracts, supervised by City of Lee's Summit personnel, shall be bid through the Purchasing Division in accordance with the procedures

established for other purchases by this policy according to applicable price range.

- B. Construction contracts, supervised by outside consulting services shall be bid in coordination with the Purchasing Division. A bid package shall be reviewed by the Purchasing Division and approved by the Department Director or designated representative. Construction contracts shall be prepared by the consultant. The bid shall be advertised by the Purchasing Division and/or Department. The Consultant or the Purchasing Division, as determined by the Purchasing Division and the Department Director or designated representative, shall distribute the bid package to potential bidders. Purchasing shall receive, record and tabulate the bids and shall certify that bids were opened in compliance with all Purchasing Policy requirements. The final award of the bid shall be communicated to the successful bidder by the Purchasing Division.
  
- C. All construction contracts over \$10,000 must be advertised. All construction contracts in excess of \$20,000 must be approved by the City Council. The Department Director or designated representative shall prepare a recommendation of award for Council approval. Prior to being placed on the Council agenda, the recommendation must be signed by the Purchasing Agent or designated representative, certifying that all purchasing requirements were met.

#### D. CHANGE ORDERS FOR CONSTRUCTION CONTRACTS

Revised per Resolution No. 09-01, approved by the City manager on February 20<sup>th</sup>, 2009.

- 1. Contracts \$100,000 and Greater: For changes in quantities, materials, or costs not associated with a change in the contract scope, change orders up to a cumulative total **increase** of five percent (5%) of the original contract amount must be approved by the appropriate Department Director and the City **Manager**. Change orders resulting in **an increased** revised contract amount exceeding five percent of the original contract, any single change order **for an increase of** \$100,000 or more, or any

change in contract scope must go through City Council for approval. **Any change order resulting in a decrease in quantities, materials or costs must be approved administratively by the appropriate Department Director and the City Manager.**

2. Contracts less than \$100,000. For changes in quantities, materials, or costs not associated with a change in the contract scope, change orders up to a cumulative total **increase** of ten percent (10%) of the original contract amount must be approved by the appropriate Department Director and the City **Manager** . Change orders resulting in an **increased** revised contract amount exceeding ten percent of the original contract, any single change order **for an increase of \$10,000 or more**, or any change in contract scope must go through City Council for approval. **Any change order resulting in a decrease in quantities, materials or costs must be approved administratively by the appropriate Department Director and the City Manager.**
3. For all contracts. For changes in contract time not associated with a change in contract scope. Change orders up to a cumulative total of ten percent (10%) of the original contract time must be approved by appropriate Department Director and the City Manager. Change orders resulting in a revised contract time exceeding ten percent of the original contract time, and single change order totaling 30 days or more. Or any change in contract time due to a change in scope must be approved by the City Council.

#### XIV C. EMERGENCY PURCHASES

- A. The Purchasing Agent or designated representative may authorize emergency procurement of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; or when immediate repair is necessary to prevent further damage to public property, machinery, or equipment; or when City operations

will be adversely affected as determined by the Department Director and City Administrator or designated representatives.

- B. Immediately upon determining that an emergency situation exists, and prior to contacting vendors for supplies and services, the Department shall contact the Purchasing Division to determine the appropriate course of action. Emergency purchases require prior approval of the Purchasing Agent or designated representative and shall be procured by the following procedure. The Purchasing Agent or designated representative shall determine whether the purchase can be procured on an existing purchasing contract on a timely basis; approved "sole source"; or securing a minimum of three (3) quotations from vendors, if a sufficient number of vendors are available. Emergency purchases shall be made with as much competition as practical under the circumstances. Departments must submit emergency purchases on the appropriate form and must include an explanation of the emergency.
- C. The Purchasing Agent shall approve all emergency purchases under \$10,000. Emergency purchases over \$10,000 require the approval of the Purchasing Agent and the City Administrator.
- D. During periods of a "declared city emergency" by the Mayor, purchases may be made in accordance with the City Emergency Operations Plan.

\_\_\_\_Article XIII of the City of Lee's Summit Purchasing Policy is hereby amended to read as follows:

XV. SOLE SOURCE

*Revised per Resolution No. 08-01 approved by the City manager on November 17, 2008*

- A. When a Department determines a sole source may be necessary for purchase of an item, and before contacting the sole source vendor, the Department shall contact the Purchasing Agent or designated representative to determine the appropriate course of action **unless a proposed contract is for an item and vendor designated a per-se sole source.**

B. The Purchasing Agent or designated representative and Department Director or designated representative may authorize a sole source purchase when such a request is presented in writing by the requesting Department that only a single feasible procurement source exists. A single feasible sole source exists when:

1. Supplies or services are proprietary and only available from the manufacturer or a single distributor;
2. Or it is determined that only one (1) distributor services the region;
3. Or when supplies or services are available at a discount from a single distributor for a limited period of time;
4. Or specialized consultant or technical services for a project with specific circumstances which require a unique combination or abilities or expertise to perform the services required.
5. In the event a sole source purchase is in the amount excess of \$20,000, it shall also be approved by the Finance Director and City Manager or their designated representatives and must be approved by the City Council.
6. **The following items/vendors are designated as per-se sole source which may be approved without further verification of sole source status:**
  - **private utility companies contracting to move or relocate their own utility facilities.**
  - **maintenance and support contract with vendors or software or hardware, which are required in order to maintain warranty compliance or pursuant to existing licensing agreements.**

### C. SPECIAL PURCHASES

A. The Purchasing Agent, under special circumstances, may purchase up to \$3000, through negotiation without competitive bids. This authority shall be used only when a written determination is made by the Purchasing Agent that no better prices could have been obtained through competitive bidding. Orders of this

nature may not be placed more than once during any 90 day period with any one firm or organization.

D. POLICY FOR THE ADMINISTRATIVE ACQUISITION OF RIGHTS-OF-WAY AND EASEMENTS

Revised per Resolution No. 05-16, passed and adopted by City Council, December 1, 2005.

A. Purpose: The purpose of this policy is to provide an administrative approval process for acquiring rights-of-way and easements needed for City projects.

B. Definitions: As used in this article, the following terms shall have the described meaning:

*Settlement Amount* - the amount to be paid by the City in consideration of receiving a Property Interest from a property owner.

*Appraised Value* - the fair market value of the subject property as determined by the City's qualified appraiser.

*Excess Amount* – the difference between the Settlement Amount and the Appraised Value.

*Property* – legal interests in real estate acquired for the following purposes: rights-of-way, storm water and sanitary sewer easements, water line easements and temporary construction easements.

C. Conditions: Staff is authorized to acquire Property administratively when the following conditions are met:

1. The Property is needed in order to proceed with a project that is part of the Capital Improvement Program that has been approved by the City Council; and,
2. Funding for said project has been included in the current annual budget approved by the City Council.

If the above conditions are met, the acquisition of Property may be approved administratively in the following situations, and subject to the procedures detailed herein.

#### D. Procedures

1. If the proposed Settlement Amount is equal to or less than \$5,000.00, the City Administrator may approve the acquisition of the Property.
2. If the proposed Settlement Amount is between \$5,000.00 and \$20,000.00, the City Administrator may approve the acquisition of the Property if the Excess Amount is not greater than 10% of the Appraised Value.
3. If the proposed Settlement Amount is not in excess of \$50,000.00, and is equal to or less than the Appraised Value, the City Administrator may approve the acquisition of the Property.
4. All other proposed acquisitions must be presented to the Mayor and City Council for approval.

E. The City Administrator, or the City Administrator's designee, is authorized to execute all documents necessary to carry out the intent of this policy.

F. All deeds, agreements and other documents used for an acquisition under this policy must be approved by the Law Department.

#### E. SALE AND LEASE OF REAL PROPERTY

Revised per Resolution No. 05-16, passed and adopted by City Council, December 1, 2005.

- a. The Mayor and City Council may lease real property which is currently underutilized in order to maximize the return of the property to the City until such time as such properties shall be required for public usage, after following an applicable process which results in a fair market value determination which is financially most advantageous to the City.
- b. Nothing herein shall prevent, the City Administrator or designated representative from negotiating the lease to a Lessee of any real property that is shown to have a unique value to such Lessee due to its configuration, accessibility or size. Mayor and City Council shall have final approval of all such negotiations and any transaction.



- c. The Mayor and City Council may sell real property after following an applicable process which results in a fair market value determination which is financially most advantageous to the City.
- d. Nothing herein shall prevent the City Administrator or the City Administrator's designated representative from negotiating for sale or trade to a buyer any real property that is shown to have a unique value to such buyer due to its configuration, accessibility or size. The Mayor and City Council shall have final approval of all such negotiations and any related transaction.

## XVI. PRODUCT TESTING/DEMONSTRATIONS

- A. Product demonstrations may be held as deemed appropriate by the department without prior approval of the Purchasing Division.
- B. Prior to taking into the City's possession any item for testing or evaluation, departments shall contact the Purchasing Division for approval. Purchasing shall notify the vendor in writing that the City has taken the item into possession for test purposes only and if a purchasing decision is made, that decision will be communicated directly to the vendor at the end of the test period. In no event shall the retention of a test item by the City be evidence of intent to purchase said item.

## XVII. GENERAL INSTRUCTIONS

### A. SPECIFICATIONS

- 1. It is the responsibility of the department to write their specifications and establish the quality of the product or service required, using standard bid formats prepared by the Purchasing Division. The Purchasing Division may assist the department in writing specifications, upon department request.

2. Specifications shall be written to require competition at the manufacturer's level when possible. Use of a brand name specification shall include the designation "or an approved alternate". A "no substitute" request must be approved by the Purchasing Division following written justification by the department as to why no other brand will meet the need.

#### B. MULTIPLE PURCHASES

1. Making multiple purchases for the purpose of avoiding the bidding process shall not be permitted and shall be considered a violation of this Policy.

#### C. INVOICES

1. Vendors are to be instructed to send all original invoices to the City of Lee's Summit Accounts Payable Department, P.O. Box 1600, Lee's Summit, Missouri 64063.

#### D. DESIGNATED REPRESENTATIVES

5. Throughout this Policy several references have been made to "designated representatives", in order to assure that proper authority has been given to an individual who represents themselves as a "designated representative" the departments are requested to make an effort to communicate said designated authority to the Purchasing Division when appropriate.

6. The Purchasing Division reserves the right to request evidence of an individual's "designation".

#### E. RECYCLED PRODUCTS

1. The City shall purchase recycled content products over those made from virgin materials when cost, quality, variety, quantity, delivery time and any other defined specifications are comparable to products made from virgin materials.

#### F. CONFLICT OF INTEREST

1. It shall be considered a conflict of interest and a violation of the City's disciplinary policy for a city employee or an immediate family member to attempt to conduct, or conduct, business with the City as a vendor of goods or services if the employee is involved directly or indirectly with the City's procurement process of the particular items such as preparing specifications, making recommendations, accepting materials or performing any other management act.

#### G. PURCHASES SUPPORTED BY GRANT FUNDS

1. Departments shall review all requirements for grant funds used in the procurement of items to insure the bidding process required as a condition to receiving said grant funds are complied with during the procurement of the item. The Purchasing Division will assist in the inclusion of all required procedures that are in addition to the requirements of this policy.

#### H. PURCHASING POLICY SUPPLEMENTAL

1. In the event a specific procurement procedure is required to be in writing when the City is purchasing an item which is funded in whole or in part by grant funds, ie. CDBG, the City Administrator shall have the authority to authorize the amendment of this Purchasing Policy by supplement to incorporate the special requirements of that procurement.

#### D. DELIVERY OF ITEMS

1. When items are delivered to City Departments, the only paperwork to be signed is the delivery notice. Any other vendor purchase order, document, contract, warranty, maintenance agreement, etc. are NOT to be signed at delivery. All such documents shall be forwarded to the Purchasing Agent or designated representatives.

2. Once the Purchasing Agent or designated representatives receive the aforementioned documents they will coordinate review and execution of the documents with the applicable Department Directors or designated representatives.

#### XIII. BUDGET

1. It shall be the Department Director's responsibility to ensure that all items to be purchased, of material value, have been approved through the budget process. Unbudgeted or unanticipated items may be purchased during the fiscal year with notification provided to the Finance Department indicating an alternate funding source within the respective department's budget.

2. The Finance Director and Department Director or department designated representative will forward the request with a recommendation to the City Administrator for approval. All other applicable purchasing policy requirements shall be followed for the procurement of the previously unbudgeted item, once approved by the City Administrator.

#### XIX. DISPUTES ,ADJUSTMENTS AND APPEALS

A. Departments shall notify the Purchasing Division, in a timely manner, concerning any complaint or dispute regarding an order, delivery, specification, defective goods or poor performance by a supplier. Any decision concerning an attempt to cancel a contract or an attempt to resolve a dispute regarding defective products

or unacceptable services shall be made jointly by the Purchasing Division and the Department Director(s) or department designated representative. Any correspondence with suppliers shall be made available to both the Department Director and the Purchasing Agent.

- B. In the event a procurement dispute arises between the requesting Department and the Purchasing Division, the Assistant to the City Administrator supervising the Purchasing Division shall make the final decision. If the Department Director of the requesting Department does not agree or accept the decision of said Assistant to the City Administrator, the requesting Department Director and the said Assistant to the City Administrator may discuss the issue with the City Administrator, or designated representative, and the City Administrator, or designated representative shall make the final decision.

#### XX. UNAUTHORIZED PURCHASES

The purchase of an item must be made in accordance with the Purchasing Policy and Procedures. Any purchase of item, which does not comply with these procedures shall be considered an unauthorized purchase. Whenever funds have been expended or payment cannot be avoided on an unauthorized purchase, anyone may report the matter in writing to the Department Director and to the City Administrator for action. Said action may include discipline in accordance with the City's disciplinary policies.

#### XXI. RESPONSIBILITY FOR ENFORCEMENT

- A. The City Administrator will have the responsibility for the enforcement of this administrative policy. Department Directors will be entrusted with the responsibility of enforcing the policy within their departments.

#### XXII. POLICY AMENDMENT

- A. The City Administrator may authorize amendments to this administrative policy in furtherance of the goals of this Policy.

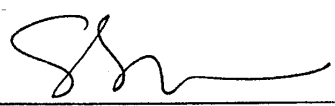
### XXIII: BID PROTESTS

Revised per Revision 07-02 approved by City Administrator on September 1, 2007

- (1) Right to Protest. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Manager. The protest shall be submitted in writing within 48 (forty-eight) hours after such aggrieved person knows or should have known of the facts giving rise thereto. The protest shall identify specific issues that are being protested and the facts that the protestor believe supports their claim (it is the protestor's responsibility to establish their case).
- (2) Review of Protest. The Purchasing Manager shall have the authority to resolve a protest of an aggrieved bidder concerning the solicitation or award of a contract. This authority shall be exercised in accordance with the City's Purchase Policy and subject to the approval of the City Administrator.
- (3) Decision. The Purchasing Manager shall issue a decision in writing within three (3) days of receipt of the protest. The decision shall state the reasons for the action taken.
- (4) Notice of Decision. A copy of the decision under Subsection (3) of this Article shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.
- (5) Appeal. A protestor may appeal the decision of the Purchasing Manager by submitting a written appeal to the City Administrator within five business days of the date the Purchasing Manager's decision under Subsection (3) of this article. The written appeal shall state with specificity the facts supporting the protestor's position. The appeal shall be reviewed by the City Administrator, or his designee, who will issue a decision in writing 5 (five) business days of receipt of the protestor's timely filed written appeal.
- (6) Finality of Decision. A decision under Subsection (3) of this Article shall be considered final and is not subject to appeal or further consideration unless a timely appeal is filed under Subsection (5). In the event of a timely appeal under Subsection (5) the decision of the City Administrator, or his designee, shall be considered final and not subject to appeal or further consideration.
- (7) Stay of Procurements During Protests. In the event of a timely protest under Subsection (1) of this Article, the City of Lee's Summit shall not proceed further with the solicitation or with the award of the contract until the Purchasing Manager issues a decision under Subsection (3) or (until the City Administrator, or his designee, renders a decision on appeal pursuant to Subsection (5) of this Article), or until the Purchasing Manager, after consultation with the City Administrator, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the City of Lee's Summit.

The procedure provided by this Article is intended solely as an attempt to provide bidders with the opportunity to communicate perceived issues to the City's Purchasing Department. It is not intended to create any legal right, cause of action, property interest or independent means of redress that does not otherwise exist under Missouri Law. This article shall not serve to abrogate or effect the City's exclusive right to determine the lowest and most responsible bidder in any particular bid situation.

5/1/03  
Date

  
Shelley Temple-Kneuvean, Acting City  
Administrator

(Current as of 5/2006)

## Packet Information

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**File #:** BILL NO. 17-213, **Version:** 1

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AN ORDINANCE APPROVING AMENDMENT NO. 4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN, AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI, WITH PARTIAL FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED FROM THE GENERAL FUND RESERVE BALANCE. (F&BC 9-18-17)

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO. 4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN, AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI, WITH PARTIAL FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED FROM THE GENERAL FUND RESERVE BALANCE.

Key Issues:

The Budget Amendment Ordinance would transfer funds in the amount of \$62,555 from the General Fund to the Solid Waste Management Fund for the purposes of reopening the North Recycling Center for the remainder of the Fiscal Year as part of a cost-sharing agreement with the City of Kansas City. The Budget Amendment also authorizes the creation of a Recycling Center Attendant on the Pay and Classification Plan.

Under the agreement with the City of Kansas City, the City of Lee's Summit will staff the center and provide roll-off boxes. The City of Kansas City will pull the containers at no charge and keep the recycling revenue.

One-time costs are funded by the General Fund Reserve balance. The annual operating cost for the recycling center is \$30,413. The operating costs are funded by the FY18 Budget via reallocated budget expenditure in the Administration Department. This recurring cost will have to be funded in the FY19 budget process via recurring revenue and/or service reductions in order for the continued operation of the center beyond June 30, 2018.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE APPROVING AMENDMENT NO. 4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN, AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI, WITH PARTIAL FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED FROM THE GENERAL FUND RESERVE BALANCE.

Background:

The closing of the two recycling centers was tied to the contract with Heartland Environmental Services, LLC, to manage the operations of the Landfill and Resource Recovery Park. Their offer to operate solid waste services in Lee's Summit did not include recycling as part of their offered services. When the recycling centers closed, residents had the option of using trash hauler-provided services for a fee, or using drop-off locations at schools. Later in 2016, the school district closed their public drop off locations. This left residents in single family homes with curbside recycling as their only



option, while those living in apartment complexes have fewer options.

The proposed re-opening of the north recycling facility, as well as general discussion regarding costs has already been presented to the Public Works Committee, whose members expressed their support in moving forward with the re-opening of the facility and the forwarding of the topic to Finance and Budget Committee in order to identify funding sources.

Annual operating cost for the recycling center: \$24,413

RecycleFEST, 2 events per year: \$6,000

One-time costs to reopen the recycling center: \$32,142

One-time grant revenue available: \$13,885

Presenter: Jack Feldman, Management Analyst

Recommendation:

Committee Recommendation: [Enter Committee Recommendation text Here]

## BILL NO. 17-213

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AN ORDINANCE APPROVING AMENDMENT NO. 4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN, AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI, WITH PARTIAL FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED FROM THE GENERAL FUND RESERVE BALANCE.

WHEREAS, Ordinance No. 8162, passed by the City Council on June 1, 2017, adopted the City's Budget for the Fiscal Year ending June 30, 2018; and,

WHEREAS, the North and South Recycling Centers ceased operations in February 2016 due to elimination of funding; and,

WHEREAS, on June 20, 2017, the Public Works Committee directed the City Manager to develop a funding plan that would support the negotiated contract on the operation of the North Recycling Center with the City of Kansas City, Missouri; and,

WHEREAS, this expansion in city services is unfunded by a recurring revenue source and will need to be identified in the Fiscal Year 2019 budget process.

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

SECTION 1. That the Budget for the Fiscal Year ending June 30, 2018, as adopted by Ordinance No. 8162, is hereby amended by increasing the appropriations to and expenditures of the below identified funds for the fiscal and budget year of 2017-2018, in the manner shown below.

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Administration	\$32,142	\$5,356,838
F520 Solid Waste Management		\$62,555	\$2,175,026

SECTION 2. That the FY18 Pay and Classification Plan, as adopted by Ordinance No. 8162, is hereby amended to authorize the inclusion of the following position:

<u>Department</u>	<u>Job Title</u>	<u>Grade</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Solid Waste	Recycling Center Attendant	8	26,111.65	34,037.54	41,963.42

A true and accurate copy of the FY18 Pay and Classification Plan, as amended herein, being attached hereto as Exhibit A and incorporated herein by reference be and is hereby approved and adopted.

**BILL NO. 17-213**

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SECTION 3. All other provisions of Ordinance No. 8162 shall remain in full force and effect, subject to Amendment No. 1 (Ordinance No. 8203), Amendment No. 2 (Ordinance No. 8240), and Amendment No. 3 (Ordinance No. 8244).

SECTION 4. 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.

SECTION 5. That 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 the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*Deputy City Clerk Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*Deputy City Clerk Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management and  
Operations/Deputy City Attorney  
*Jackie McCormick Heanue*

## FY18 North Recycling Center Projections

	FY18 Projections	Notes
<b>REVENUE-Revenue</b>	-	See one-time Revenue Below
<b>EXPENSES-Expenses</b>	<b>24,413</b>	Also See one-time Expenses Below
<b>PERSONAL SER-Personal services</b>	<b>16,817</b>	
7000-0-Salaries-Regular	3,713	Contract Mgmt. & Admin. Support
7001-0-Salaries-Part Time	12,172	
7010-0-FICA-PT	755	
7011-0-Medicare Deduction	177	
<b>OTHR SUP SRV-Other supplies, services and charges</b>	<b>6,256</b>	
7200-0-Advertising Expense	1,250	
7213-0-Rentals & Leases Expense	4,392	Airport Lease Agreement
7249-0-Consumable Tools	100	
7259-0-Mobile Telephone Expense	384	Attendant basic service
7269-0-Special Apparel	80	
7270-0-Office Supplies	50	
<b>R&amp;M-Repairs and maintenance</b>	<b>1,100</b>	
7300-0-Maint & Repair-Bldgs	100	
7301-0-Maintenance-Grounds	1,000	
<b>UTILITIES-Utilities</b>	<b>240</b>	
7403-0-Electricity	240	

<b>One-time revenues/expenditures</b>		
<b>Revenue</b>		
Refunds & Reimbursements	(13,885)	MARC SWMD Grant Reimburse
<b>Total One-Time Revenue</b>	<b>(13,885)</b>	

<b>Expenditure</b>		
Installation cost of fencing, 756lf @ \$41.63/lf (115X87X50yds)	\$ 31,472	Securing Airport from Wildlife
Installation of front entrance sign	\$ 270	Posts and Quickrete needed only
Purchase of push mower	\$ 400	
<b>Total One-Time Expenditures</b>	<b>\$ 32,142</b>	
<b>Optional Funding for RecycleFEST</b>	<b>\$ 6,000</b>	2 Events per Year (Spring and Fall)
<b>Total Increased Expense FY18*</b>	<b>\$ 62,555</b>	

\*assumes 3/4 of the year for personnel expenses

FY18 Pay and Classification Plan

Exhibit A

Department	Job Title	Grade	Min	Mid	Max
Finance	Cash Receipts Clerk	7	24,565.94	31,960.29	39,354.64
All	Clerk-Typist	7	24,565.94	31,960.29	39,354.64
Airport	Airport Attendant	8	26,111.65	34,037.54	41,963.42
Airport	Service Attendant	8	26,111.65	34,037.54	41,963.42
Municipal Court	Deputy Court Clerk	8	26,111.65	34,037.54	41,963.42
Airport	Line Attendant	8	26,111.65	34,037.54	41,963.42
Solid Waste	Recycling Center Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Operations	Service Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Engineering	Service Representative I	8	26,111.65	34,037.54	41,963.42
Police	Shelter Attendant	8	26,111.65	34,037.54	41,963.42
Finance	Accounting Clerk	9	28,268.71	36,904.80	45,540.89
Municipal Court	Bond Clerk	9	28,268.71	36,904.80	45,540.89
Police	Crime Scene Technician	9	28,268.71	36,904.80	45,540.89
Central Building Services	Custodian	9	28,268.71	36,904.80	45,540.89
Police	Parking Control Officer	9	28,268.71	36,904.80	45,540.89
Police	Police Records Clerk	9	28,268.71	36,904.80	45,540.89
Police	Police Services Officer	9	28,268.71	36,904.80	45,540.89
Municipal Court	Records Management Clerk	9	28,268.71	36,904.80	45,540.89
All	Secretary	9	28,268.71	36,904.80	45,540.89
Finance	Treasury Cashier	9	28,268.71	36,904.80	45,540.89
Municipal Court	Warrant Clerk	9	28,268.71	36,904.80	45,540.89
All	Administrative Assistant	10	30,643.74	40,082.02	49,520.29
All	Administrative Secretary	10	30,643.74	40,082.02	49,520.29
Water	Customer Service Rep.	10	30,643.74	40,082.02	49,520.29
Police	Detention Officer	10	30,643.74	40,082.02	49,520.29
Police	Evidence & Property Tech.	10	30,643.74	40,082.02	49,520.29
Fire	Office Coordinator	10	30,643.74	40,082.02	49,520.29
Finance	Procurement Officer I	10	30,643.74	40,082.02	49,520.29

Department	Job Title	Grade	Min	Mid	Max
Finance	Account Technician	11	33,261.42	43,572.46	53,883.50
Municipal Court	Accounting Technician	11	33,261.42	43,572.46	53,883.50
Police	Animal Control Officer	11	33,261.42	43,572.46	53,883.50
Development Services	Business Service Rep - Dev Ctr	11	33,261.42	43,572.46	53,883.50
Police	Communications Specialist	11	33,261.42	43,572.46	53,883.50
Development Services	Community Standards Officer	11	33,261.42	43,572.46	53,883.50
Municipal Court	Court Security Officer	11	33,261.42	43,572.46	53,883.50
Administration	Deputy City Clerk	11	33,261.42	43,572.46	53,883.50
Finance	EMS Billing Specialist	11	33,261.42	43,572.46	53,883.50
Administration	Executive Assistant	11	33,261.42	43,572.46	53,883.50
Law	Executive Assistant PTR	11	33,261.42	43,572.46	53,883.50
All	Facilities Maintenance Worker	11	33,261.42	43,572.46	53,883.50
Administration	Human Resources Assistant	11	33,261.42	43,572.46	53,883.50
ITS	ITS Help Desk Support Spec.	11	33,261.42	43,572.46	53,883.50
Police	Lead Detention Officer	11	33,261.42	43,572.46	53,883.50
Law	Legal Assistant	11	33,261.42	43,572.46	53,883.50
Development Services	Neighborhood Services Officer	11	33,261.42	43,572.46	53,883.50
Police	Purchasing and Supply Officer	11	33,261.42	43,572.46	53,883.50
ITS	System Support Analyst	11	33,261.42	43,572.46	53,883.50
<b> </b>					
Finance	Accountant	12	36,149.53	46,240.43	56,331.32
Finance	Accounts Payable Supervisor	12	36,149.53	46,240.43	56,331.32
Public Works Operations	Administrative Coordinator	12	36,149.53	46,240.43	56,331.32
Water	Administrative Supervisor	12	36,149.53	46,240.43	56,331.32
Administration	Benefits Specialist	12	36,149.53	46,240.43	56,331.32
Law	Contract Compliance Coor/Para	12	36,149.53	46,240.43	56,331.32
Water	Customer Service Supervisor	12	36,149.53	46,240.43	56,331.32
Water	Operations Technician	12	36,149.53	46,240.43	56,331.32
Development Services	Development Technician	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Engineering Technician	12	36,149.53	46,240.43	56,331.32
Water	Equipment Technician	12	36,149.53	46,240.43	56,331.32
Development Services	Field Building Inspector	12	36,149.53	46,240.43	56,331.32
Development Services	Field Engineering Inspector	12	36,149.53	46,240.43	56,331.32
ITS	GIS Technician	12	36,149.53	46,240.43	56,331.32
Water	Instrumentation and Controls Technician	12	36,149.53	46,240.43	56,331.32
All	Lead Comm Specialist	12	36,149.53	46,240.43	56,331.32
Administration	Creative Services Specialist	12	36,149.53	46,240.43	56,331.32
Finance	Payroll Specialist	12	36,149.53	46,240.43	56,331.32
Development Services	Permit Technician	12	36,149.53	46,240.43	56,331.32
Municipal Court	Probation/Compliance Officer	12	36,149.53	46,240.43	56,331.32
Finance	Procurement Officer II	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Traffic Operations Tech	12	36,149.53	46,240.43	56,331.32
ITS	System Support Specialist	12	36,149.53	46,240.43	56,331.32
All	Technical Services Specialist	12	36,149.53	46,240.43	56,331.32
Water	Utility Technician	12	36,149.53	46,240.43	56,331.32
ITS	Web Specialist	12	36,149.53	46,240.43	56,331.32

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Field Supvr.	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	CIP Resident Inspector	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Field Engineering Inspector	13	39,339.27	51,750.82	64,162.36
Administration	Human Resources Generalist	13	39,339.27	51,750.82	64,162.36
Fire/Dev. Center/Water	Management Analyst	13	39,339.27	51,750.82	64,162.36
Water	Metered Services Supervisor	13	39,339.27	51,750.82	64,162.36
Law	Office Manager/Paralegal	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Senior Traffic Operations Tech	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Right-of-Way Agent	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Senior Engineering Technician	13	39,339.27	51,750.82	64,162.36
ITS	Senior GIS Technician	13	39,339.27	51,750.82	64,162.36
Finance	Senior Procurement Officer	13	39,339.27	51,750.82	64,162.36
Water	Water Utilities Analyst	13	39,339.27	51,750.82	64,162.36
ITS	Applications Analyst	14	42,865.82	56,518.59	70,171.35
All	Communications Supervisor	14	42,865.82	56,518.59	70,171.35
ITS	Communications Systems Admin.	14	42,865.82	56,518.59	70,171.35
Water	Community Relations Specialist	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Construction Project Manager	14	42,865.82	56,518.59	70,171.35
Central Vehicle Maintenance	Maintenance Shop Supervisor	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Project Manager	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Lead Engineering Technician	14	42,865.82	56,518.59	70,171.35
ITS	Web Administrator	14	42,865.82	56,518.59	70,171.35

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Manager	15	47,476.00	61,781.62	76,794.41
ITS	Applications Administrator	15	47,476.00	61,781.62	76,794.41
Administration	City Clerk	15	47,476.00	61,781.62	76,794.41
Water	Control System Supervisor	15	47,476.00	61,781.62	76,794.41
Administration	Media Services Supervisor	15	47,476.00	61,781.62	76,794.41
ITS	Network Administrator	15	47,476.00	61,781.62	76,794.41
Development Services	Plans Examiner	15	47,476.00	61,781.62	76,794.41
Police	Police Systems Manager	15	47,476.00	61,781.62	76,794.41
Administration	Public Communications Coord.	15	47,476.00	61,781.62	76,794.41
Administration	Risk Management Officer	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Lead Traffic Operations Technician	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Staff Engineer	15	47,476.00	61,781.62	76,794.41
Water	Utility System Supervisor	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Environmental Specialist	15	47,476.00	61,781.62	76,794.41
Police	Mgr, Accreditation/Info Mgmt	15	47,476.00	61,781.62	76,794.41
Airport	Assistant Airport Manager	15	47,476.00	61,781.62	76,794.41
Finance	Cash Management Officer	15	47,476.00	61,781.62	76,794.41
Finance	Financial Analyst	15	47,476.00	61,781.62	76,794.41
All	Planner	15	47,476.00	61,781.62	76,794.41
CBS	Central Building Services Manager	15	47,476.00	61,781.62	76,794.41
Administration	Cultural Arts Manager	15	47,476.00	61,781.62	76,794.41
Administration	Management Analyst	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Public Works Administration Manager	15	47,476.00	61,781.62	76,794.41
Airport	Airport Manager	16	51,092.90	67,596.04	84,099.07
Municipal Court	Court Administrator	16	51,092.90	67,596.04	84,099.07
ITS	Database Administrator	16	51,092.90	67,596.04	84,099.07
Central Vehicle Maintenance	Fleet Manager	16	51,092.90	67,596.04	84,099.07
ITS	GIS Coordinator	16	51,092.90	67,596.04	84,099.07
ITS	IT Operations Supervisor	16	51,092.90	67,596.04	84,099.07
ITS	ITS Project Manager	16	51,092.90	67,596.04	84,099.07
ITS	ITS Support Services Supvr.	16	51,092.90	67,596.04	84,099.07
Development Services	Project Manager - Dev Ctr	16	51,092.90	67,596.04	84,099.07
Public Works Operations	Public Works Operations Mgr.	16	51,092.90	67,596.04	84,099.07
Development Services	Senior Field Building Inspect.	16	51,092.90	67,596.04	84,099.07
All	Senior Staff Engineer	16	51,092.90	67,596.04	84,099.07
Law	Staff Attorney	16	51,092.90	67,596.04	84,099.07
ITS	Systems Analyst	16	51,092.90	67,596.04	84,099.07
Water	Account Services Manager	16	51,092.90	67,596.04	84,099.07
Water	Utility Engineer	16	51,092.90	67,596.04	84,099.07
Water	Utility System Manager	16	51,092.90	67,596.04	84,099.07
Planning and Special Projects	Senior Planner	16	51,092.90	67,596.04	84,099.07



Department	Job Title	Grade	Min	Mid	Max
Planning and Special Projects	Asst Director of Planning and Special Projects	17	55,888.87	74,080.70	92,272.52
Development Services	Codes Administration Manager	17	55,888.87	74,080.70	92,272.52
Central Building Services	City Architect	17	55,888.87	74,080.70	92,272.52
Administration	Creative Services Manager	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Construction Manager	17	55,888.87	74,080.70	92,272.52
Finance	Controller	17	55,888.87	74,080.70	92,272.52
Development Services	Development Engineering Mgr.	17	55,888.87	74,080.70	92,272.52
Water	Facilities Manager	17	55,888.87	74,080.70	92,272.52
Finance	Procurement & Contract Svc Mgr	17	55,888.87	74,080.70	92,272.52
Solid Waste	Solid Waste Superintendent	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Supervisory Engineer	17	55,888.87	74,080.70	92,272.52
Development Services	Current Planning Manager	17	55,888.87	74,080.70	92,272.52
Development Services	Asst. Director of Plan Services	18	61,212.99	81,260.25	101,307.50
Development Services	Asst. Director of Field Services	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Engineering Svcs	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Support Service	18	61,212.99	81,260.25	101,307.50
Water	Asst. Director of Operations	18	61,212.99	81,260.25	101,307.50
Public Works Operations	Asst. Director of P. Wks. Oper	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Mgmt & Ops / Dep City Attorney	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Public Safety	18	61,212.99	81,260.25	101,307.50
Law	Chief of Litigation	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Infrastructure & Planning	18	61,212.99	81,260.25	101,307.50
Public Works Engineering	City Traffic Engineer	18	61,212.99	81,260.25	101,307.50
ITS	Manager, Entprs. Tech. Svcs.	18	61,212.99	81,260.25	101,307.50
ITS	Asst Director, App Mgmt Svcs	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./Admin.	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./City Eng	19	70,545.93	93,649.72	116,753.51
Finance	Deputy Director of Finance	19	70,545.93	93,649.72	116,753.51
Administration	Director of Human Resources	19	70,545.93	93,649.72	116,753.51
ITS	Chief Technology Officer	20	74,711.04	99,216.27	123,721.49
All	Director of Administration	20	74,711.04	99,216.27	123,721.49
Development Services	Director of Development Services	20	74,711.04	99,216.27	123,721.49
Planning and Special Projects	Director of Planning and Special Projects	20	74,711.04	99,216.27	123,721.49
All	Asst. City Mgr., Dev Svcs/Comm	21	80,141.96	106,428.52	132,715.08
All	Asst. City Mgr., Operations	21	80,141.96	106,428.52	132,715.08
Water	Director of Water Utilities	21	80,141.96	106,428.52	132,715.08
Finance	Finance Director	21	80,141.96	106,428.52	132,715.08
Public Works Engineering	Director of Public Works	22	82,909.73	108,863.02	134,816.31
Fire	Fire Chief	22	82,909.73	108,863.02	134,816.31
Police	Police Chief	22	82,909.73	108,863.02	134,816.31
Law	Chief Prosecuting Attorney	24	90,000.00	145,000.00	200,000.00
Law	City Attorney	24	90,000.00	145,000.00	200,000.00

Department	Job Title	Grade	Min	Mid	Max
<b>Part Time Temporary</b>					
Development Services	Administrative Support	PTT	0.00	25,000.00	50,000.00
All	Intern	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Evening	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Sys Support PTT	PTT	0.00	25,000.00	50,000.00
Public Works Engineering	Construction Inspector	PTT	0.00	25,000.00	50,000.00
Water	Fire Hydrant Painter	PTT	0.00	25,000.00	50,000.00
ITS	ITS Support PTT	PTT	0.00	25,000.00	50,000.00
Administration	Payroll Support	PTT	0.00	25,000.00	50,000.00
Law	Prosecuting Attorney PTR	PTT	0.00	25,000.00	50,000.00
<b>Represented Groups</b>					
Fire	Firefighter	F1	37,626.54	44,982.53	52,338.51
Fire	Firefighter Paramedic	F1P	43,626.54	50,982.53	58,338.51
Fire	Fire Engineer	F2	40,941.09	48,617.55	56,294.00
Fire	Fire Engineer Paramedic	F2P	46,941.09	54,617.55	62,294.00
Fire	Fire Specialist	F3	44,605.37	55,779.02	66,952.67
Fire	Fire Specialist Paramedic	F3P	50,605.37	61,779.02	72,952.67
Fire	Fire Captain I	F4	53,153.26	63,597.88	74,042.49
Fire	Fire Captain I Paramedic	F4P	59,153.26	69,597.88	80,042.49
Fire	Fire Captain II	F5	58,134.06	71,940.59	85,747.12
Fire	Fire Captain II Paramedic	F5P	64,134.06	77,940.59	91,747.12
Fire	Battalion Chief	F7	69,810.54	84,121.70	98,432.86
Fire	Battalion Chief Paramedic	F7P	75,810.54	90,121.70	104,432.86
Fire	Assistant Fire Chief I	F8	76,442.54	92,113.26	107,783.98
Fire	Assistant Fire Chief I Paramedic	F8P	82,442.54	98,113.26	113,783.98
Fire	Assistant Fire Chief II	F9	79,749.90	98,889.95	118,030.00
Fire	Assistant Fire Chief II Paramedic	F9P	85,749.90	104,889.95	124,030.00
Fire	Communications Specialist	F11	35,412.83	47,929.75	59,271.85
Fire	Lead Communications Specialist	F12	38,487.76	50,864.49	61,964.45
Police	Police Officer I	P1	38,629.42	46,077.33	53,778.27
Police	Police Officer II	P2	42,032.31	49,798.30	57,826.85
Police	Master Police Officer I	P3	45,794.26	57,400.16	69,006.06
Police	Master Police Officer II	P4	57,201.54	63,103.80	69,006.06
Police	Police Sergeant I	P5	57,500.00	72,073.54	86,647.08
Police	Police Sergeant II	P6	72,073.00	79,360.00	86,647.00
Police	Police Captain	P7	69,810.54	84,121.70	98,432.86
Police	Police Major I	P8	76,442.50	92,113.26	107,783.98
Police	Police Major II	P9	79,749.90	100,864.02	118,030.00
Central Vehicle Maintenance	Mechanic	UN0	33,473.65	41,713.36	49,953.07
All	Maintenance Worker	UN2	28,443.17	36,418.62	44,394.06
Public Works Operations	Equipment Operator	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Sewer	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Water	UN4	35,075.25	42,514.16	49,953.07
Water	Meter Service Technician	UN6	26,111.70	37,815.86	49,520.22
Water	Metered Services Specialist	UN7	33,261.49	43,572.46	53,883.44

## Packet Information

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**File #:** BILL NO. 17-214, **Version:** 1

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AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT FOR RECYCLING SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 9-18-17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT FOR RECYCLING SERVICES BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE CITY OF KANSAS CITY, MISSOURI

Key Issues:

Under the agreement with the City of Kansas City, the City of Lee's Summit will staff the center and provide roll-off boxes. The City of Kansas City will pull the containers at no charge and keep the recycling revenue.

The term of the agreement shall begin on November 1, 2017, and shall end on October 31, 2019, unless either party provides 30 days written notice. The parties, by written agreement, may renew this agreement for three one-year periods.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT FOR RECYCLING SERVICES BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE CITY OF KANSAS CITY, MISSOURI

Background:

The closing of the two recycling centers was tied to the contract with Heartland Environmental Services, LLC, to manage the operations of the Landfill and Resource Recovery Park. Their offer to operate solid waste services in Lee's Summit did not include recycling as part of their offered services. When the recycling centers closed, residents had the option of using trash hauler-provided services for a fee, or using drop-off locations at schools. Later in 2016, the school district closed their public drop off locations. This left residents in single family homes with curbside recycling as their only option, while those living in apartment complexes have fewer options.

Presenter: Jack Feldman, Management Analyst

Recommendation:

Committee Recommendation: [Enter Committee Recommendation text Here]



## **BILL NO. 17-214**

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AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT FOR RECYCLING SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit desires to re-open the North Recycling Center, located at 1951 NE Douglas Road, Lee's Summit, Missouri 64064, to provide residents an opportunity to dispose of various recyclable materials; and,

WHEREAS, the City of Kansas City has offered to co-operate with the City of Lee's Summit in the operation of the North Recycling Center, and specifically has offered to provide services related to the collection of roll-off containers, to provide weight collection reports, and to monitor safety issues; and,

WHEREAS, the City of Lee's Summit desires to co-operate with the City of Kansas City in connection with the operation of the North Recycling Center; and,

WHEREAS, the City of Kansas City and the City of Lee's Summit have negotiated various terms and conditions associated with the co-operation between the parties for the operation of the North Recycling Center and have reduced the same to writing in the Cooperative Agreement for Recycling Services between the City of Lee's Summit, Missouri and the City of Kansas City, Missouri, attached hereto as "Exhibit A" and incorporated herein by reference; and,

WHEREAS, the City of Lee's Summit is desirous of approving and entering into said Exhibit A for purposes of formalizing its intentions regarding the North Recycling Center.

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

SECTION 1. That the Cooperative Agreement for Recycling Services between the City of Lee's Summit, Missouri and the City of Kansas City, Missouri, generally for the purpose of partnering together for the operation of the North Recycling Center in Lee's Summit, Missouri, attached hereto as "Exhibit A" and incorporated herein by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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.

SECTION 3. That 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.

**BILL NO. 17-214**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*Deputy City Clerk Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*Deputy City Clerk Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management and Operations  
Deputy City Attorney  
*Jackie McCormick Heanue*

**COOPERATIVE AGREEMENT FOR RECYCLING SERVICES  
B E T W E E N T H E C I T Y O F L E E ' S S U M M I T , M I S S O U R I , A N D T H E C I T Y O F K A N S A S  
C I T Y , M I S S O U R I**

This agreement made and entered into this \_\_\_\_\_ by and between the City of Lee's Summit, Missouri and the City of Kansas City, Missouri.

WHEREAS, Lee's Summit owns a recycling center at 1951 NE Douglas, Road, Lee's Summit, Missouri 64064 ("North Recycling Center") that is currently not operating; and

WHEREAS, the opportunity for residents to recycle mutually benefits both Lee's Summit and Kansas City; and

WHEREAS, Lee's Summit and Kansas City desire to partner together to resume operations at the North Recycling Center.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the Parties agree as follows:

1. **Purpose of the Agreement.** The purpose of this Agreement is to provide for a cooperative effort between Kansas City and Lee's Summit to enable the resumption of recycling operations at the North Recycling Center.

2. **Definitions.**

- a. *Authorized Materials* shall mean newspaper, corrugated cardboard, telephone books, magazines, junk mail, print media advertisements, chipboard cardboard, catalogs, manila file folders, office paper, brochures, carrier stock, #1 pet plastic with neck, #2 hdpe plastic with neck, aluminum cans, steel food and beverage cans (and specifically excluding any items made entirely or partially of glass).
- b. *Days of Operation* shall mean the three (3) days per week that Lee's Summit provides staffing for the North Recycling Center. Current times and Days of Operation are Tuesday's (9am-6pm), Thursday's (9am-6pm) and Saturday's (8am-4pm). The Center shall be closed on holidays (according to the City of Lee's Summit holiday schedule).
- c. *Roll-off Containers* shall mean dual rail with both cable and hook lift capabilities. Any container must be approved by the Manager of Solid Waste for the City of Kansas City and the Solid Waste Superintendent for the City of Lee's Summit before use under this agreement.

3. **Responsibilities of Lee's Summit.** Lee's Summit shall:

- a. Provide staffing at the North Recycling Center three (3) days per week. These Days of Operation shall be determined at the sole discretion of the City of Lee's Summit; however, Lee's Summit shall communicate any change in the Days of Operation to Kansas City in writing at least 30 days before any such change shall be effective.
- b. Provide seven roll-off containers for the operation of the North Recycling Center. Lee's Summit shall maintain the containers in working order.
- c. Take all reasonably available steps and actions to ensure that only Authorized Materials are deposited in the roll-off containers.
- d. Contact the City of Kansas City when the containers are ready to be pulled.
- e. Be responsible for all signage at the North Recycling Center.

- f. Be responsible for notifying Kansas City about mechanical issues, facility issues, customer service issues, or safety issues as soon as possible.
4. **Responsibilities of Kansas City.** Kansas City shall:
- a. Provide the collection of the roll-off containers from the North Recycling Center at its sole cost. Kansas City shall have no obligation to provide rebates to Lee's Summit for the sale of any pulled recyclables.
  - b. Provide monthly weight reports to the City of Lee's Summit for recycling material collected at the North Recycling Center. Reports shall be due within 14 business days following the end of each month.
  - c. Collect, empty, and return recycling roll-off containers within 36 hours of being contacted by personnel from the City of Lee's Summit.
  - d. Collect containers, wherever practical, on days when the Center is not open. e.g. Monday's, Wednesday's, Friday's, or Sunday's. This is in order to provide the safest environment for collection truck drivers as well as Center patrons.
  - e. Be responsible for notifying Lee's Summit about mechanical issues, facility issues, customer service issues, or safety issues as soon as possible.

5. **Notice.** All notices required by this Agreement shall be in writing sent by regular United States mail, postage prepaid, or commercial overnight courier to the following:

Notice to Kansas City:  
Director of Neighborhood and Housing Services  
414 East 12<sup>th</sup> Street, 4<sup>th</sup> Floor  
Kansas City, Missouri 64106

Notice to Lee's Summit:  
Solid Waste Superintendent  
1971 SE Hamblen Rd.  
Lee's Summit, Missouri 64082

All notices are effective on the date mailed or, if delivered by a courier, upon receipt. Either party may provide the other party a change of address which change shall be effective ten (10) days after delivery.

- 6. **Option to Terminate.** Either Party may terminate this Agreement upon 30 days written notice to the other Party.
- 7. **No Partnership.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement or of any other activities.
- 8. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement.
- 9. **Term.** The parties agree that the term of this Agreement shall begin on November 1,



2017 and, unless sooner otherwise terminated by the Parties, shall end on October 31, 2019. The Parties, by written agreement, may renew this Agreement for three one year periods.

10. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.
11. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement.
12. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.
13. **Conflicts of Interest.** Kansas City and Lee's Summit shall certify that no officer or employee of Kansas City or Lee's Summit has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of Kansas City or Lee's Summit, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Kansas City or Lee's Summit in this Agreement.
14. **Representations.** Kansas City and Lee's Summit certify that they have the power and authority to execute and deliver this Agreement, to use any funds contemplated hereby and to perform this Agreement in accordance with its terms.
15. **Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

16. **Audit.** Kansas City and Lee's Summit shall have the right to audit this Agreement and all books, documents and records relating thereto. Kansas City and Lee's Summit shall maintain all their respective books, documents and records relating to this Agreement during the contract period and for three (3) years after the date of final payment. The books, documents and records shall be made available to the Kansas City and Lee's Summit within ten (10) days after the written request is made. Kansas City and Lee's Summit shall require any contractor hired to perform work related to this Agreement to comply with this provision in connection with services performed.
17. **Assignment.** Neither Kansas City nor Lee's Summit shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other party. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer, or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement, but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer, or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in the Agreement.
18. **General Indemnification.** Kansas City and Lee's Summit shall require any contractor hired to perform work related to this Agreement to defend, indemnify, and hold harmless the other Party and any of its agencies, officials, officers, and employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the performance under this Agreement, caused in whole or in part by the contractor, its employees, agents, others for whom the contractor is legally liable, regardless of whether or not caused in part by any act or omission of the indemnified party, its agencies, officials, officers, or employees.
19. **Insurance.** Kansas City and Lee's Summit shall require every person or entity with whom it contracts under this Agreement to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Kansas City and Lee's Summit shall further require, and shall ensure that, the other Party is named as an additional insured and shall provide to the other Party a certificate of insurance, or its equivalent, demonstrating the same.
  - i. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    1. Severability of Interests Coverage applying to Additional Insureds
  - ii. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    1. Severability of Interests Coverage applying to Additional Insureds
  - iii. Contractual Liability:

1. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
2. No Contractual Liability Limitation Endorsement
3. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

iv. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

1. Workers' Compensation: Statutory
2. Employers' Liability with limits of:
  - a. \$100,000 each accident
  - b. 500,000 disease –policy limit
  - c. \$100,000 disease each employee

v. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Project by Kansas City's or Lee's Summit's contractor.

vi. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.

a. Contractual Liability:

1. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
2. No Contractual Liability Limitation Endorsement
3. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

vii. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

1. Workers' Compensation: Statutory
2. Employers' Liability with limits of:
  - a. \$100,000 each accident
  - b. 500,000 disease –policy limit
  - c. \$100,000 disease each employee

viii. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Project by Kansas City's or Lee Summit's contractor.

ix. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.

Regardless of any approval by the other Party, it is the responsibility of Kansas City and Lee's Summit to ensure the required insurance coverage is maintained in force at all times. The failure to ensure that the proper insurance is maintained in effect will not relieve Kansas City or Lee's

Summit of any contractual obligation or responsibility. In the event Kansas City or Lee's Summit fails to ensure that the required insurance is maintained in effect, the other Party may order that the obligations under this Agreement immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

20. **Future appropriations.** Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any party.

21. **Default and Remedies.** If a party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that either party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

**IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Agreement to be executed by their respective officers thereunto lawfully authorized and with their corporate seals affixed the day and year first above written.

**CITY OF KANSAS CITY, MISSOURI**

By \_\_\_\_\_  
John A. Woods  
Title Director of Neighborhood and Housing Services

Approved as to Form:

By \_\_\_\_\_  
Katherine Chandler  
Title Assistant City Attorney

**LEE'S SUMMIT, MISSOURI**

By: \_\_\_\_\_  
Title: Mayor Randall L. Rhoads

**Approved as to form:**

By: \_\_\_\_\_

Nancy Yendes,

Title: Chief Council of Infrastructure and Planning

## Packet Information

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**File #:** BILL NO. 17-215, **Version:** 1

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AN ORDINANCE APPROVING THE CALENDAR YEAR 2018 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, VSP, THE STANDARD, NEW DIRECTIONS, TABEN GROUP, THE HARTFORD, AND TRUSTMARK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS OR OTHER DOCUMENTS AS NECESSARY TO ADMINISTER EMPLOYEE BENEFITS FOR CALENDAR YEAR 2018 BY AND ON BEHALF OF THE CITY. (F&BC 9-18-17)

Issue/Request:

AN ORDINANCE APPROVING THE CALENDAR YEAR 2018 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, VSP, THE STANDARD, NEW DIRECTIONS, TABEN GROUP, THE HARTFORD, AND TRUSTMARK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS OR OTHER DOCUMENTS AS NECESSARY TO ADMINISTER EMPLOYEE BENEFITS FOR CALENDAR YEAR 2018 BY AND ON BEHALF OF THE CITY.

Key Issues:

- City engaged the services of Holmes Murphy as the City's health insurance benefits broker in early 2017 after a competitive RFP process.
- Holmes Murphy undertook a rigorous marketing of all of the City's employee benefit products.
- The identified target for the City's FY2018 Budget was an overall impact to the City for employee benefits to be at a rate increase 10% or less.
- The Health Insurance market is currently extremely volatile and, initial indications were that the City could see a potential rate impact of far in excess of the budgeted 10%.
- After Holmes Murphy collected market results, it began working extensively with the City's Health Insurance Task Force, comprised of City staff from each department as well as representatives from each of the three (3) collective bargaining groups, to craft a comprehensive recommendation for the City's calendar year 2018 Employee Benefits for approval by the City Manager and adoption by the City Council. The Committee examined different carriers, different plan designs, different mixes of carriers and plan designs, different "cost levers," and different coverage types in its analysis and consideration process.
- The net budget impact of the proposed package is 9.7%, which achieved the objective of the budgeted 10%.
- Key Highlights of the Proposed Calendar Year 2018 Employee Benefits Package:
  - Blue Cross Blue Shield of Kansas City (BCBSKC) will remain the City's Health Insurance Carrier, but the City's arrangement with BCBSKC will shift from a self-insured plan to a fully-insured plan. The current

plan designs will remain largely intact, except that a prescription mail incentive will be applied and an increase to the emergency room copay was added to reduce the cost of coverage.

- Delta Dental will no longer provide Dental Insurance coverage to the City. Instead, BCBSKC will also be incorporating Dental Insurance coverage to the City. This change resulted in a 12% savings over the previous year's costs for Dental Insurance coverage, and offers a two year rate guarantee, with a 3<sup>rd</sup> year rate cap of 8%. Further, it provided an additional incentive in the form of a ½% credit on the medical insurance premiums, since it is being provided by the same carrier and can be packaged.
- VSP Vision will continue to provide Vision Insurance coverage to the City. Holmes Murphy was able to negotiate an 11% premium decrease with a two year rate guarantee.
- The Standard will continue to provide the City's Life Insurance, Accidental Death and Disability coverage.
- New Directions will continue to provide the City's Employee Assistance Program (EAP) benefits.
- Taben Group will replace the City's current service providers for COBRA Administration (COBRAGuard) and FSA Administration (TASC FSA).
- The Hartford will take the place of Allstate as the City's service provider for offering voluntary benefits such as accident, critical illness, universal life and long term care plans. These benefits are not provided or paid for by the City; rather they are provided as a convenience as options for employees to procure at their discretion.

Proposed City Council Motion:

I MOVE TO RECOMMEND TO THE CITY COUNCIL APPROVAL OF AN ORDINANCE APPROVING THE CALENDAR YEAR 2018 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, VSP, THE STANDARD, NEW DIRECTIONS, TABEN GROUP, THE HARTFORD, AND TRUSTMARK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS OR OTHER DOCUMENTS AS NECESSARY TO ADMINISTER EMPLOYEE BENEFITS FOR CALENDAR YEAR 2018 BY AND ON BEHALF OF THE CITY.

Background:

This year, the City, through its health insurance benefits broker, Holmes Murphy, undertook a rigorous marketing initiative of all employee benefits programs. That effort resulted in a proposed benefits package that came in at a net 9.7% cost increase, which is under the budgeted and projected 10% increase that was accounted for in the FY2018 budget. The package includes several changes, both to plan design and carriers, as noted in the Key Issues section, above. Agreements have been negotiated for the provision of all employee benefits services and are being presented to the City Council for review and approval.

Agreements with the following entities will need to be entered into in order to implement the proposed Calendar Year 2018 Employee Benefits Package:

- Blue Cross Blue Shield of Kansas City (Medical Insurance and Dental Insurance)
- VSP (Vision Insurance)

- Hartford Life and Accident Insurance Company (Voluntary Benefits)
- Taben Group (COBRA and FSA Administration Services)
- The Standard (Life Insurance and Accidental Death & Disability)
- New Directions (Employee Assistance Program)
- TrustMark (Payroll Deduction Services for Voluntary Benefits)

Also included in the packet is a summary prepared by Holmes Murphy of the Employee Medical Premiums under the proposed Calendar Year 2018 Employee Benefits Package.

It is essential that this item be considered at this time in order to provide the organization sufficient time to get processes and necessary set-ups in place with new carriers prior to the start of open enrollment which takes place on November 1 of each year. The rates included herein will become effective on January 1, 2018 for all employees participating in City plans.

Impact/Analysis:

Net 9.7% increase to current employee benefits costs; under 10% target/budgeted amount.

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Nick Edwards, Director of Administration & Jackie McCormick Heanue, Chief Counsel of Management & Operations/Deputy City Attorney

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE CALENDAR YEAR 2018 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, VSP, THE STANDARD, NEW DIRECTIONS, TABEN GROUP, THE HARTFORD, AND TRUSTMARK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS OR OTHER DOCUMENTS AS NECESSARY TO ADMINISTER EMPLOYEE BENEFITS FOR CALENDAR YEAR 2018 BY AND ON BEHALF OF THE CITY.

Committee Recommendation: [Enter Committee Recommendation text Here]



## **BILL NO. 17-215**

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AN ORDINANCE APPROVING THE CALENDAR YEAR 2018 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, VSP, THE STANDARD, NEW DIRECTIONS, TABEN GROUP, THE HARTFORD, AND TRUSTMARK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS OR OTHER DOCUMENTS AS NECESSARY TO ADMINISTER EMPLOYEE BENEFITS FOR CALENDAR YEAR 2018 BY AND ON BEHALF OF THE CITY.

WHEREAS, the City enters into Agreements with service providers for the provision of employee benefits including health, dental, vision, and life insurance as well as employee assistance services; and,

WHEREAS, the City, through its' health insurance benefits broker, undertook a rigorous marketing effort of its' employee benefits for calendar year 2018, which resulted in negotiated agreements with several entities (hereinafter referred to as "Service Providers") more specifically: Blue Cross Blue Shield of Kansas City for medical insurance coverage for calendar year 2018, Blue Cross Blue Shield of Kansas City for dental coverage with a rate guarantee for calendar year 2019 and a rate cap for calendar year 2020, VSP for vision insurance coverage for calendar year 2018 with a rate guarantee for calendar year 2019, New Directions for employee assistance benefits for calendar year 2018, The Standard for life and accidental death and disability coverage for calendar year 2018, Taben Group for COBRA and FSA administration services for calendar year 2018, the Hartford for voluntary accident, critical illness, universal life and long term care products for calendar year 2018, and Trustmark for voluntary program payroll deduction services for calendar year 2018; and

WHEREAS, the City and Service Providers desire to enter into formal agreements delineating the terms and conditions of the provision of services for calendar year 2018; and,

WHEREAS, a copy of the 2018 Blue Cross Blue Shield of Kansas City Medical Benefit & Rater Confirmations are attached hereto as "Exhibit A," a copy of the 2018 Blue Cross Blue Shield of Kansas City Dental Benefit & Rate Confirmation is attached hereto as "Exhibit B," a copy of the VSP Renewal Letter is attached hereto as "Exhibit C," a copy of the New Directions EAP Renewal is attached hereto as "Exhibit D," a copy of the Taben Group Cobra Retiree Billing Administrative Services Agreement is attached hereto as "Exhibit E," a copy of the Taben Group FSA Administrative Services Agreement is attached hereto as "Exhibit F," a copy of the Trustmark Voluntary Benefits Employer Agreement is attached hereto as "Exhibit G," a copy of the Standard 2018 Renewal Summary is attached hereto as "Exhibit H," and the Hartford Insurance Application is attached hereto as "Exhibit I."

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

SECTION 1. That the calendar year 2018 employee benefit programs for the City of Lee's Summit for the provision of dental, vision, and life insurance as well as employee assistance services and voluntary benefits by Blue Cross and Blue Shield of Kansas City, VSP, The Standard, New Directions, The Hartford, the Taben Group, and Trustmark be and the same hereby are approved and the City Manager is hereby authorized to execute any and all documents necessary to ensure the implementation of the same as well as to effectuate the

**BILL NO. 17-215**

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termination of services from Allstate, Delta Dental, COBRAGuard, and TASC FSA as current service providers.

SECTION 2. That the 2018 Blue Cross Blue Shield of Kansas City Medical Benefit & Rater Confirmations, attached hereto as "Exhibit A" and incorporated herein by reference, the 2018 Blue Cross Blue Shield of Kansas City Dental Benefit & Rate Confirmation attached hereto as "Exhibit B" and incorporated herein by reference, the VSP Renewal Letter attached hereto as "Exhibit C" and incorporated herein by reference, the New Directions EAP Renewal attached hereto as "Exhibit D" and incorporated herein by reference, the Taben Group Cobra Retiree Billing Administrative Services Agreement attached hereto as "Exhibit E" and incorporated herein by reference, the Taben Group FSA Administrative Services Agreement attached hereto as "Exhibit F" and incorporated herein by reference, and the Trustmark Voluntary Benefits Employer Agreement attached hereto as "Exhibit G" and incorporated herein by reference, be and the same are hereby approved. The City Manager is hereby authorized to execute the same, as well as any additional documents necessary to engage the services as described herein from the Service Providers referenced herein for the provision of employee benefits for calendar year 2018 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 adoption, passage, and approval by the Mayor.

PASSED by the City Council of Lee's Summit, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management and Operations/Deputy City Attorney  
*Jackie McCormick Heanue*

# HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

One Hartford Plaza  
Hartford, Connecticut 06155



The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

## GROUP INSURANCE APPLICATION

Application is hereby made to Hartford Life and Accident Insurance Company ("HLA") based on the information provided below, the group risk specifications, the enrollment data, and available experience data. The application in its entirety, and any required additional information, is subject to Home Office approval before insurance can become effective.

If this application is approved by HLA's Home Office, it will be attached to and made part of the group policy(ies). Insurance will become effective on the requested effective date shown below, unless HLA sends written notice of a different effective date.

If this application is not approved by HLA's Home Office, no insurance is in effect at any time, and any deposit premium HLA has received will be returned.

This application is made with the following deposit premium. The premium amount is estimated, as the amount due for the first month, and will be applied toward the first premium on the proposed group policy(ies):

\$ \_\_\_\_\_

### COVERAGES BEING APPLIED FOR AND REQUESTED EFFECTIVE DATE:

<input type="checkbox"/> Life	<input type="checkbox"/> DisFlex	<input type="checkbox"/> Short Term Disability	<input type="checkbox"/> Long Term Disability	<input type="checkbox"/> Critical Illness
<input type="checkbox"/> Accident		<input type="checkbox"/> Accidental Death and Dismemberment		
<input type="checkbox"/> Other: _____		Requested Effective Date: _____		

W-2 Services Option (for Short Term Disability and Long Term Disability coverage only)

Option 1: Withhold state and federal income taxes, and the employee's portion of FICA. Prepare and file W-2 Forms.

Option 2: Withhold federal income taxes, and the employee's portion of FICA. Applicant waives W-2 Forms services.

A detailed description of the W-2 services elected by the applicant pursuant to this application will be sent to the applicant by mail. Such services will be performed in accordance with the above election and established standard procedures.

Is the benefit plan, for which insurance is being requested, subject to the requirements of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended?

Yes       No      If Yes, state the Plan Number: \_\_\_\_\_

Applicant: \_\_\_\_\_  
Legal Name of Entity

**Facsimile Counterparts:** The applicant and HLA agree that this Group Insurance Application may be executed by the applicant and transmitted via facsimile or other form of electronic transmission such as a scanned PDF document, from the applicant to HLA. Any signature or information contained in such Facsimile Counterparts or other electronic document will be considered by HLA to be true, legal and will constitute one and the same instrument as the original paper Group Insurance Application.

**State notices:** I have read the State Notices beginning on page 2 of this application.

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: **not applicable**

Occupation/Industry (type): **not applicable**

Years in business: **not applicable**

Employer Tax ID Number: \_\_\_\_\_

Telephone number: **not applicable**

Florida Applicants only: I understand that replacement of existing life insurance  is /  is not involved in this transaction.

Sales Representative for HLA:	Regional Office:
Name of Agent/Broker:	
For Florida Agents only: I understand that replacement of existing life insurance <input type="checkbox"/> is / <input type="checkbox"/> is not involved in this transaction.	
Signature of Agent/Broker:	
Date Signed:	For Florida & California Agents Only License/ID Number :

**STATE NOTICES- for applicants in:**

**All states EXCEPT Alabama, California, Colorado, Florida, Kentucky, Maine, New Jersey, New York, New Mexico, Ohio, Oregon, Pennsylvania, Puerto Rico, Tennessee, Virginia and Washington:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

**Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**California:** For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder, participating employer or claimant for the purpose of defrauding or attempting to defraud the policyholder, participating employer or claimant with regard to a settlement award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim or an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Maine, Tennessee, and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines and denial of insurance benefits.

**Maryland:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be submit to civil fines and criminal penalties.

**New York (Applicable to Health Insurance Only):** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oregon:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto that the insurer relied upon is subject to a denial in insurance benefits and may be subject to any civil penalties available.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material hereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Puerto Rico:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**Virginia:** Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

#### **GROUP BENEFITS DISCLOSURE NOTICE**

The Hartford compensates both internal and external producers for the sale and service of our products. In most cases, producers are paid a commission, which is fixed or based on a percentage of the premium. In addition, producers may be eligible for the various forms of incentive compensation, including contingent commission and other non-cash awards. Incentive compensation is based upon a variety of factors that may include the level of premium written, retention and growth of premium, overall profitability, or other performance measures. Some of our producers elect not to accept some or all forms of compensation from the Hartford. Please direct specific questions regarding your insurance producer's compensation directly to your insurance producer. For specific questions on The Hartford's internal producers, please contact our Customer Service 800 number (800-523-2233).

# City of Lee's Summit

## 2018 Medical Plan Rates & Employee Contributions

### BCBSKC

Enrollment Tier	June Enrollment	Employee Contribution	Employer Contribution	Total Monthly Premium Rate
<b>Preferred Care Blue Choice \$0 Deductible</b>				
Employee Only	131	\$83.17	\$707.31	\$790.48
Employee + Spouse or Child(ren)	66	\$483.12	\$1,245.58	\$1,728.70
Family	145	\$560.77	\$1,445.92	\$2,006.69
<b>Total Monthly</b>	<b>342</b>	<b>\$124,093</b>	<b>\$384,524</b>	<b>\$508,617</b>
<b>Total Annual</b>		<b>\$1,489,117</b>	<b>\$4,614,288</b>	<b>\$6,103,406</b>
<b>% Cost Share</b>		<b>24%</b>	<b>76%</b>	

Enrollment Tier	June Enrollment	Employee Contribution	Employer Contribution	Total Monthly Premium Rate
<b>Preferred Care Blue \$500 Deductible</b>				
Employee Only	153	\$0.00	\$707.31	\$707.31
Employee + Spouse or Child(ren)	65	\$311.39	\$1,245.58	\$1,556.97
Family	71	\$361.48	\$1,445.92	\$1,807.40
<b>Total Monthly</b>	<b>289</b>	<b>\$45,906</b>	<b>\$291,841</b>	<b>\$337,747</b>
<b>Total Annual</b>		<b>\$550,868</b>	<b>\$3,502,094</b>	<b>\$4,052,963</b>
<b>% Cost Share</b>		<b>14%</b>	<b>86%</b>	

Enrollment Tier	June Enrollment	Employee Contribution	Employer Contribution	Total Monthly Premium Rate
<b>BlueSaver HDHP Plan</b>				
Employee Only	13	\$0.00	\$654.38	\$654.38
Employee + Spouse or Child(ren)	3	\$194.30	\$1,245.58	\$1,439.88
Family	9	\$225.57	\$1,445.92	\$1,671.49
<b>Total Monthly</b>	<b>25</b>	<b>\$2,613</b>	<b>\$25,257</b>	<b>\$27,870</b>
<b>Total Annual</b>		<b>\$31,357</b>	<b>\$303,083</b>	<b>\$334,440</b>
		<b>9%</b>	<b>91%</b>	

<b>Total Monthly</b>	<b>656</b>	<b>\$172,612</b>	<b>\$701,622</b>	<b>\$874,234</b>
<b>Total Annual</b>		<b>\$2,071,342</b>	<b>\$8,419,466</b>	<b>\$10,490,808</b>
<b>% Cost Share</b>		<b>20%</b>	<b>80%</b>	

Note: City contributes \$52.93 to Employee Only HDHP HSA accounts each month. (\$635.16 annually)

Note: assumes City contribution based on 100% of EE Only & 80% of Family for Base \$500 deductible plan.

# City of Lee's Summit

## 2018 Dental Plan Rates & Employee Contributions

### BCBSKC

Enrollment Tier	June Enrollment	Employee Contribution	Employer Contribution	Total Monthly Premium Rate
<b>Dental Plan</b>				
Employee Only	254	\$0.00	\$35.17	\$35.17
Family	404	\$17.70	\$70.80	\$88.50
<b>Total Monthly</b>	<b>658</b>	<b>\$7,151</b>	<b>\$37,536</b>	<b>\$44,687</b>
<b>Total Annual</b>		<b>\$85,810</b>	<b>\$450,437</b>	<b>\$536,246</b>
<b>% Cost Share</b>		<b>16%</b>	<b>84%</b>	

Note: assumes City contribution of 100% of Employee Only & 80% of Family.

# City of Lee's Summit

## 2018 Vision Plan Rates & Employee Contributions

### VSP Vision

Enrollment Tier	May Enrollment	Employee Contribution	Employer Contribution	Total Monthly Premium Rate
<b>Vision Plan</b>				
Employee Only	276	\$0.00	\$6.34	\$6.34
Family	383	\$3.01	\$12.04	\$15.05
<b>Total Monthly</b>	<b>659</b>	<b>\$1,153</b>	<b>\$6,361</b>	<b>\$7,514</b>
<b>Total Annual</b>		<b>\$13,834</b>	<b>\$76,334</b>	<b>\$90,168</b>
<b>% Cost Share</b>		<b>15%</b>	<b>85%</b>	

Note: assumes City contribution of 100% of Employee Only & 80% of Family.



# City of Lee's Summit

## 2018 Monthly Premium & COBRA Rates

<b>BCBSKC Preferred Care Blue Choice \$0 Deductible</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>	<b>Total Monthly Premium Rate</b>	<b>Total Monthly COBRA Rate</b>
Employee Only	\$83.17	\$707.31	\$790.48	\$806.29
Employee + Spouse or Child(ren)	\$483.12	\$1,245.58	\$1,728.70	\$1,763.27
Family	\$560.77	\$1,445.92	\$2,006.69	\$2,046.82

<b>BCBSKC Preferred Care Blue \$500 Deductible</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>	<b>Total Monthly Premium Rate</b>	<b>Total Monthly COBRA Rate</b>
Employee Only	\$0.00	\$707.31	\$707.31	\$721.46
Employee + Spouse or Child(ren)	\$311.39	\$1,245.58	\$1,556.97	\$1,588.11
Family	\$361.48	\$1,445.92	\$1,807.40	\$1,843.55

<b>BCBSKC BlueSaver HDHP Plan</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>	<b>Total Monthly Premium Rate</b>	<b>Total Monthly COBRA Rate</b>
Employee Only	\$0.00	\$654.38	\$654.38	\$667.47
Employee + Spouse or Child(ren)	\$194.30	\$1,245.58	\$1,439.88	\$1,468.68
Family	\$225.57	\$1,445.92	\$1,671.49	\$1,704.92

<b>BCBSKC Dental Plan</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>	<b>Total Monthly Premium Rate</b>	<b>Total Monthly COBRA Rate</b>
Employee Only	\$0.00	\$35.17	\$35.17	\$35.87
Family	\$17.70	\$70.80	\$88.50	\$90.27

<b>VSP Vision Plan</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>	<b>Total Monthly Premium Rate</b>	<b>Total Monthly COBRA Rate</b>
Employee Only	\$0.00	\$6.34	\$6.34	\$6.47
Family	\$3.01	\$12.04	\$15.05	\$15.35

Fried

# City of Lee's Summit, Missouri

## COBRA/Retiree Services RFP

### Initial Weighted Scoring Results

Maximum Point Total: 100

Evaluation Criteria	Weighting	COBRAGuard	Discovery	P&A Group	Taben
Capabilities/Services Provided	30%	0.0	0.0	0.0	0.0
Ease of Administration (Service Experience/Support)	30%	0.0	0.0	0.0	0.0
Price	35%	0.0	0.0	0.0	0.0
Multi-Year Rate Guarantees	5%	0.0	0.0	0.0	0.0
Weighted Score	100%	0.0	0.0	0.0	0.0

Insert Rating on a 100 Point Scale for Each Category	COBRAGuard	Discovery	P&A Group	Taben
Capabilities/Services Provided		90	90	90
Ease of Administration (Service Experience/Support)		95	95	95
Price		95	90	95
Multi-Year Rate Guarantees		100	90	95
		380	345	375

Fred

# City of Lee's Summit, Missouri

## FSA Services RFP

### Initial Weighted Scoring Results

Maximum Point Total: 100

Evaluation Criteria	Weighting	TASC	Discovery	P&A Group	Taben
Capabilities/Services Provided	30%	0.0	0.0	0.0	0.0
Ease of Administration (Service Experience/Support)	30%	0.0	0.0	0.0	0.0
Price	35%	0.0	0.0	0.0	0.0
Multi-Year Rate Guarantees	5%	0.0	0.0	0.0	0.0
<b>Weighted Score</b>	<b>100%</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

Insert Rating on a 100 Point Scale for Each Category	TASC	Discovery	P&A Group	Taben
Capabilities/Services Provided		90	90	90
Ease of Administration (Service Experience/Support)		95	85	100
Price		95	90	90
Multi-Year Rate Guarantees		100	90	95
Note: TASC has indicated that they would be willing to revise rates based on market response.		370	355	375

Susan

# City of Lee's Summit, Missouri

## COBRA/Retiree Services RFP

### Initial Weighted Scoring Results

Maximum Point Total: 100

Evaluation Criteria	Weighting	COBRAGuard	Discovery	P&A Group	Taben
Capabilities/Services Provided	30%	0.0	0.0	0.0	0.0
Ease of Administration (Service Experience/Support)	30%	0.0	0.0	0.0	0.0
Price	35%	0.0	0.0	0.0	0.0
Multi-Year Rate Guarantees	5%	0.0	0.0	0.0	0.0
<b>Weighted Score</b>	<b>100%</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

Insert Rating on a 100 Point Scale for Each Category	COBRAGuard	Discovery	P&A Group	Taben
Capabilities/Services Provided		90	90	95
Ease of Administration (Service Experience/Support)		90	85	95
Price		90	90	95
Multi-Year Rate Guarantees		100	90	95

370 345 380

Fred's scores

380 345 375  

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750 690 755

Susan

## City of Lee's Summit, Missouri FSA Services RFP Initial Weighted Scoring Results

**Maximum Point Total: 100**

Evaluation Criteria	Weighting	TASC	Discovery	P&A Group	Taben
Capabilities/Services Provided	30%	0.0	0.0	0.0	0.0
Ease of Administration (Service Experience/Support)	30%	0.0	0.0	0.0	0.0
Price	35%	0.0	0.0	0.0	0.0
Multi-Year Rate Guarantees	5%	0.0	0.0	0.0	0.0
<b>Weighted Score</b>	<b>100%</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

Insert Rating on a 100 Point Scale for Each Category	TASC	Discovery	P&A Group	Taben
Capabilities/Services Provided		90	90	95
Ease of Administration (Service Experience/Support)		95	85	100
Price		85	90	95
Multi-Year Rate Guarantees		100	90	95

Note: TASC has indicated that they would be willing to revise rates based on market response.

	370	355	385
Fred's scores	<u>370</u>	<u>355</u>	<u>375</u>
	740	710	760

# 2018 DENTAL MARKETING SCORING MATRIX BASED ON INITIAL RELEASES

Maximum Point Total: 100

Evaluation Criteria	Weighting	Delta Dental of MO	Aetna	BCBSKC	Cigna	Guardian	Humana	MetLife	SunLife	UHC
Capabilities/Services Provided	25%	25.0	22.5	23.8	23.8	22.5	23.8	22.5	22.5	22.5
Ease of Administration (Service Experience/Support)	25%	23.8	21.3	23.8	22.5	20.0	21.3	22.5	22.5	21.3
Price & Multi-Year Rate Guarantees/Increase Limits	30%	24.0	25.5	25.5	25.5	28.5	25.5	25.5	25.5	25.5
Network Disruption	10%	10.0	7.5	9.5	9.0	8.0	7.5	9.5	8.0	6.5
Employee Brand Perception	10%	10.0	9.0	10.0	9.0	9.0	9.0	9.0	9.0	8.5
<b>Weighted Score</b>	<b>100%</b>	<b>92.8</b>	<b>85.8</b>	<b>92.5</b>	<b>89.8</b>	<b>88.0</b>	<b>87.0</b>	<b>89.0</b>	<b>87.5</b>	<b>84.3</b>

Insert Rating on a 100 Point Scale for Each Category	Delta Dental of MO	Aetna	BCBSKC	Cigna	Guardian	Humana	MetLife	SunLife	UHC
Capabilities/Services Provided	100	90	95	95	90	95	90	90	90
Ease of Administration (Service Experience/Support)	95	85	95	90	80	85	90	90	85
Price & Multi-Year Rate Guarantees/Increase Limits	80	85	85	85	95	85	85	85	85
Network Disruption	100	75	95	90	80	75	95	80	65
Employee Brand Perception	100	90	100	90	90	90	90	90	85

Note: Once a funding option is chosen for 1/1/2018, HMA will provide a revised scoring matrix.

# INITIAL FSA ADMINISTRATION DECISION MATRIX

Evaluation Criteria	Weighting	Recommended Finalist			Recommended Finalist		Recommended Finalist	
		TASC	BASIC	Discovery	COBRA Guard	P&A Group	PayFlex	Taben
Capabilities/Services Provided	30%	30.0	30.0	30.0	27.0	30.0	27.0	30.0
Ease of Administration (Service Experience/Support)	30%	25.5	25.5	27.0	25.5	27.0	25.5	28.5
Price	35%	33.3	33.3	31.5	33.3	33.3	28.0	33.3
Multi-Year Rate Guarantees	5%	4.8	4.0	5.0	4.8	4.8	4.8	5.0
<b>Weighted Score</b>	<b>100%</b>	<b>93.5</b>	<b>92.8</b>	<b>93.5</b>	<b>90.5</b>	<b>95.0</b>	<b>85.3</b>	<b>96.8</b>

Insert Rating on a 100 Point Scale for Each Category	TASC	BASIC	Discovery	COBRA Guard	P&A Group	PayFlex	Taben
Capabilities/Services Provided	100	100	100	90	100	90	100
Ease of Administration (Service Experience/Support)	85	85	90	85	90	85	95
Price	95	95	90	95	95	80	95
Multi-Year Rate Guarantees	95	80	100	95	95	95	100

Note: TASC has indicated that they would be willing to revise rates based on market response.

# INITIAL COBRA ADMINISTRATION DECISION MATRIX

Evaluation Criteria	Weighting	COBRA Guard	BASIC	Recommended	Recommended	Recommended		
				Finalist	Finalist	Finalist	Finalist	Finalist
				Discovery	P&A Group	Payflex	Taben	TASC
Capabilities/Services Provided	30%	30.0	30.0	30.0	30.0	30.0	30.0	30.0
Ease of Administration (Service Experience/Support)	30%	25.5	25.5	28.5	28.5	25.5	28.5	25.5
Price	35%	33.3	24.5	33.3	35.0	24.5	33.3	35.0
Multi-Year Rate Guarantees	5%	4.8	4.0	5.0	4.8	4.8	5.0	4.0
<b>Weighted Score</b>	<b>100%</b>	<b>93.5</b>	<b>84.0</b>	<b>96.8</b>	<b>98.3</b>	<b>84.8</b>	<b>96.8</b>	<b>94.5</b>

Insert Rating on a 100 Point Scale for Each Category	COBRA Guard	BASIC	Discovery	P&A Group	Payflex	Taben	TASC
Capabilities/Services Provided	100	100	100	100	100	100	100
Ease of Administration (Service Experience/Support)	85	85	95	95	85	95	85
Price	95	70	95	100	70	95	100
Multi-Year Rate Guarantees	95	80	100	95	95	100	80



# INITIAL LIFE/DISABILITY DECISION MATRIX

Evaluation Criteria	Weighting	The Standard	OneAmerica	Voya	Lincoln
Capabilities/Services Provided	30%	28.5	28.5	28.5	28.5
Ease of Administration (Service Experience/Support)	25%	23.8	21.3	23.8	22.5
Price	30%	28.5	28.5	28.5	28.5
Multi-Year Rate Guarantee	10%	10.0	9.0	10.0	10.0
Employee Brand Perception	<u>5%</u>	<u>4.8</u>	<u>4.5</u>	<u>4.5</u>	<u>4.5</u>
<b>Weighted Score</b>	<b>100%</b>	<b>95.5</b>	<b>91.8</b>	<b>95.3</b>	<b>94.0</b>

Insert Rating on a 100 Point Scale for Each Category	The Standard	OneAmerica	Voya	Lincoln
Capabilities/Services Provided	95	95	95	95
Ease of Administration (Service Experience/Support)	95	85	95	90
Price	95	95	95	95
Multi-Year Rate Guarantee	100	90	100	100
Employee Brand Perception	95	90	90	90

# 2018 MEDICAL MARKETING SCORING MATRIX BASED ON INITIAL RELEASES

Maximum Point Total: 100

Evaluation Criteria	Weighting	BCBSKC	Aetna	Cigna	Humana	UHC
Capabilities/Services Provided	25%	22.5	21.3	22.5	22.5	21.3
Ease of Administration (Service Experience/Support)	25%	23.8	20.0	21.3	21.3	18.8
Price & Multi-Year Rate Guarantees/Increase Limits	30%	25.5	28.5	28.5	30.0	25.5
Network Disruption	10%	10.0	9.5	9.5	9.0	9.5
Employee Brand Perception	10%	10.0	8.5	9.0	8.5	8.0
<b>Weighted Score</b>	<b>100%</b>	<b>91.8</b>	<b>87.8</b>	<b>90.8</b>	<b>91.3</b>	<b>83.0</b>

Insert Rating on a 100 Point Scale for Each Category	BCBSKC	Aetna	Cigna	Humana	UHC
Capabilities/Services Provided	90	85	90	90	85
Ease of Administration (Service Experience/Support)	95	80	85	85	75
Price & Multi-Year Rate Guarantees/Increase Limits	85	95	95	100	85
Network Disruption	100	95	95	90	95
Employee Brand Perception	100	85	90	85	80

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# 2018 VISION MARKETING SCORING MATRIX BASED ON INITIAL RELEASES

Maximum Point Total: 100

Evaluation Criteria	Weighting	VSP	Cigna	Delta Dental of MO	EyeMed	MetLife	Superior Vision	UHC
Capabilities/Services Provided	25%	25.0	23.8	20.0	23.8	25.0	22.5	22.5
Ease of Administration (Service Experience/Support)	25%	23.8	22.5	22.5	23.8	23.8	23.8	21.3
Price & Multi-Year Rate Guarantees	30%	25.5	25.5	24.0	28.5	22.5	27.0	25.5
Network	10%	10.0	9.0	9.0	9.0	10.0	9.0	9.0
Employee Brand Perception	10%	10.0	9.0	9.0	9.0	9.0	9.0	8.5
<b>Weighted Score</b>	<b>100%</b>	<b>94.3</b>	<b>89.8</b>	<b>84.5</b>	<b>94.0</b>	<b>90.3</b>	<b>91.3</b>	<b>86.8</b>

Insert Rating on a 100 Point Scale for Each Category	VSP	Cigna	Delta Dental of MO	EyeMed	MetLife	Superior Vision	UHC
Capabilities/Services Provided	100	95	80	95	100	90	90
Ease of Administration (Service Experience/Support)	95	90	90	95	95	95	85
Price & Multi-Year Rate Guarantees	85	85	80	95	75	90	85
Network	100	90	90	90	100	90	90
Employee Brand Perception	100	90	90	90	90	90	85

Note: Once a funding option is chosen for 1/1/2018, HMA will provide a revised scoring matrix.

*M*<sub>9</sub>

## City of Lee's Summit Critical Illness Voluntary Benefit RFP Weighted Scoring Results

**Maximum Point Total: 100**

Evaluation Criteria	Weighting	Allstate	Met Life	Trustmark	The Hartford	Aflac
Competitive Product Pricing	25%	22.5	21.3	21.3	23.3	22.5
Contractual Provision & Benefit Strength	25%	22.5	22.5	22.5	23.0	22.5
Favorable Underwriting Conditions	25%	23.8	23.8	21.3	23.3	23.8
Ease of Administration & Technology Compatibility	25%	21.3	22.5	20.0	22.5	21.3
<b>Weighted Score</b>	<b>100%</b>	<b>90.0</b>	<b>90.0</b>	<b>85.0</b>	<b>92.0</b>	<b>90.0</b>

Insert Rating on a 100 Point Scale for Each Category	Weighting	Allstate	Met Life	Trustmark	The Hartford	Aflac
Competitive Product Pricing		90	85	85	93	90
Contractual Provision & Benefit Strength		90	90	90	92	90
Favorable Underwriting Conditions		95	95	85	93	95
Ease of Administration & Technology Compatibility		85	90	80	90	85

### Criteria Basis

#### Competitive Product Pricing

Our goal is to balance the need to provide meaningful benefits to employees and their families while ensuring pricing is affordable in the context of the overall benefit package. We evaluate pricing on each product individually and in aggregate to help make the best overall carrier recommendation.

#### Contractual Provision & Benefit Strength

Our analysis measures the number of covered benefits as well as the strength of the benefit payment for the claims that we know through experience and industry-wide reported statistics are filed most frequently.

#### Favorable Underwriting Conditions

We take in to consideration all components of the offer such as guarantee issue amounts, annual eligibility for enrollment, and limited or waived participation requirements which are essential to providing frictionless access to benefits for employees and efficient administration of the plans for the employer.

#### Ease of Administration and Technology Compatibility

In addition to providing access to meaningful and competitively priced benefits, we want to ensure that the selected carrier will provide enrollment, payroll deduction, premium remittance, build out options and support that make the implementation process as streamlined as possible based on existing technology, resource capabilities and constraints.

## City of Lee's Summit Accident Voluntary Benefit RFP Weighted Scoring Results

**Maximum Point Total: 100**

Evaluation Criteria	Weighting	Allstate	Met Life	Trustmark	The Hartford	Aflac
Competitive Product Pricing	25%	22.5	21.3	21.3	23.3	22.5
Contractual Provision & Benefit Strength	25%	22.5	22.5	22.5	23.0	22.5
Favorable Underwriting Conditions	25%	23.8	23.8	21.3	23.3	23.8
Ease of Administration & Technology Compatibility	25%	21.3	22.5	20.0	22.5	21.3
<b>Weighted Score</b>	<b>100%</b>	<b>90.0</b>	<b>90.0</b>	<b>85.0</b>	<b>92.0</b>	<b>90.0</b>

Insert Rating on a 100 Point Scale for Each Category	Weighting	Allstate	Met Life	Trustmark	The Hartford	Aflac
Competitive Product Pricing		90	85	85	93	90
Contractual Provision & Benefit Strength		90	90	90	92	90
Favorable Underwriting Conditions		95	95	85	93	95
Ease of Administration & Technology Compatibility		85	90	80	90	85

### Criteria Basis

#### Competitive Product Pricing

Our goal is to balance the need to provide meaningful benefits to employees and their families while ensuring pricing is affordable in the context of the overall benefit package. We evaluate pricing on each product individually and in aggregate to help make the best overall carrier recommendation.

#### Contractual Provision & Benefit Strength

Our analysis measures the number of covered benefits as well as the strength of the benefit payment for the claims that we know through experience and industry-wide reported statistics are filed most frequently.

#### Favorable Underwriting Conditions

We take in to consideration all components of the offer such as guarantee issue amounts, annual eligibility for enrollment, and limited or waived participation requirements which are essential to providing frictionless access to benefits for employees and efficient administration of the plans for the employer.

#### Ease of Administration and Technology Compatibility

In addition to providing access to meaningful and competitively priced benefits, we want to ensure that the selected carrier will provide enrollment, payroll deduction, premium remittance, build out options and support that make the implementation process as streamlined as possible based on existing technology, resource capabilities and constraints.

## City of Lee's Summit Universal Life w/ Long Term Care Voluntary Benefit RFP Weighted Scoring Results

**Maximum Point Total: 100**

Evaluation Criteria	Weighting	Allstate	Met Life	Trustmark	The Hartford	Aflac
Competitive Product Pricing	25%	N/A	N/A	25.0	N/A	N/A
Contractual Provision & Benefit Strength	25%	N/A	N/A	25.0	N/A	N/A
Favorable Underwriting Conditions	25%	N/A	N/A	25.0	N/A	N/A
Ease of Administration & Technology Compatibility	25%	N/A	N/A	25.0	N/A	N/A
<b>Weighted Score</b>	<b>100%</b>	<b>N/A</b>	<b>N/A</b>	<b>100.0</b>	<b>N/A</b>	<b>N/A</b>

Insert Rating on a 100 Point Scale for Each Category	Weighting	Allstate	Met Life	Trustmark	The Hartford	Aflac
Competitive Product Pricing		N/A	N/A	100	N/A	N/A
Contractual Provision & Benefit Strength		N/A	N/A	100	N/A	N/A
Favorable Underwriting Conditions		N/A	N/A	100	N/A	N/A
Ease of Administration & Technology Compatibility		N/A	N/A	100	N/A	N/A

Criteria Basis
<p><b>Competitive Product Pricing</b></p> <p>Our goal is to balance the need to provide meaningful benefits to employees and their families while ensuring pricing is affordable in the context of the overall benefit package. We evaluate pricing on each product individually and in aggregate to help make the best overall carrier recommendation.</p>
<p><b>Contractual Provision &amp; Benefit Strength</b></p> <p>Our analysis measures the number of covered benefits as well as the strength of the benefit payment for the claims that we know through experience and industry-wide reported statistics are filed most frequently. <b>Please note: while Allstate, Met Life, The Hartford and Aflac all offer various forms of life insurance, Trustmark is the only provider listed that provides a permanent life insurance with long term care benefits. Therefore, Trustmark is the sole carrier considered in this category.</b></p>
<p><b>Favorable Underwriting Conditions</b></p> <p>We take in to consideration all components of the offer such as guarantee issue amounts, annual eligibility for enrollment, and limited or waived participation requirements which are essential to providing frictionless access to benefits for employees and efficient administration of the plans for the employer.</p>
<p><b>Ease of Administration and Technology Compatibility</b></p> <p>In addition to providing access to meaningful and competitively priced benefits, we want to ensure that the selected carrier will provide enrollment, payroll deduction, premium remittance, build out options and support that make the implementation process as streamlined as possible based on existing technology, resource capabilities and constraints.</p>

# **City of Lee's Summit**

**Group Number: 34136000**

**Preferred-Care Blue**

**Blue Choice PPO Plan**

**Benefit & Rate Confirmation**

**(Effective January 1, 2018)**



**Benefit and Rate Confirmation  
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan**

<b>Preferred-Care Blue</b>
<b>Copayment, Deductible, Coinsurance and Limits</b>

<b><i>Hospital and Physician</i></b>		
Calendar Year Deductible	<u>Individual</u>	<u>Family</u>
Preferred	\$0	\$0
Non-Preferred	\$500	\$1,500
Coinsurance Member Pays		
Preferred	0%	
Non-Preferred	20%	
Out-of-Pocket Maximum <i>(Includes Deductible, Coinsurance &amp; All Copays)</i>	<u>Individual</u>	<u>Family</u>
Preferred	\$3,000	\$6,000
Non-Preferred	\$9,000	\$18,000
Physician Office Visit		
Preferred		
PCP	\$20 Copay*	
Specialist	\$40 Copay*	
Non-Preferred	Deductible & Coinsurance	
*Copay applies to the Office Visit Charge Only. Other procedures performed in a Physician's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.		
Lab Services		
Preferred		
Physician's Office / Independent Lab	No Copay*	
Outpatient Facility/Hospital	Deductible & Coinsurance	
Non-Preferred	Deductible & Coinsurance	
X-ray and other Radiology Procedures		
Preferred	Deductible & Coinsurance	
Non-Preferred	Deductible & Coinsurance	
Routine Preventive Care		
Preferred	Expanded (ACA Compliant) Women's Preventive***	
	Routine Services: 100%	
	Related OV: 100%	
Non-Preferred	Deductible & Coinsurance	

\*\*\*Routine Women's Preventive required under the Affordable Care Act of 2010 ("ACA")



**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan**

<b><i>Hospital and Physician (cont'd.)</i></b>	
Routine Vision Care	No Benefit
Prenatal Program	Yes
Emergency Room	\$200 Copay then Deductible & Preferred Coinsurance <i>Copay waived if admitted to a Hospital</i>
Urgent Care Benefit Preferred Non-Preferred	\$40 Copay* Deductible & Coinsurance
Inpatient Hospital Services Preferred	\$300 Copay per Day <i>Copay limited to five copays per member per calendar year</i>
Non-Preferred	Deductible & Coinsurance
Outpatient Surgery in Hospital or other Outpatient Facility	Deductible & Coinsurance
MRIs, PET Scans, CT Scans, & MRAs Preferred	\$100 Copay then 0% Coinsurance <i>\$100 Maximum Calendar year Copayment (copay limited to 1 per calendar year)</i>
Non-Preferred	Deductible & Coinsurance

<b><i>Mental Illness/Substance Abuse</i></b>	
Inpatient Mental Illness/Substance Abuse Preferred	\$300 Copay per Day <i>Copay limited to five copays per member per calendar year</i>
Non-Preferred	Deductible & Coinsurance
Outpatient Mental Illness/Substance Abuse Office Visit	\$20 Copay*
Outpatient Mental Illness/Substance Abuse Therapy	Deductible & Coinsurance

**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan**

<b><i>Ancillary/Miscellaneous</i></b>	
Air Ambulance	Network Deductible & Preferred Coinsurance
Ground Ambulance	Network Deductible & Preferred Coinsurance <i>No limit per trip</i>
Home Health Services	Deductible & Coinsurance <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	Deductible & Coinsurance <i>30 day Calendar Year Maximum</i>
Inpatient Hospice Preferred	\$150 Copay per Day <i>Applies to Annual Inpatient Hospital Maximum</i>
Non-Preferred	Deductible & Coinsurance <i>14 Day Lifetime Max</i>
Outpatient Therapy (Speech, Hearing, Physical, and Occupational)	Deductible & Coinsurance <i>Combined 60 visit Calendar Year Maximum for Physical &amp; Occupational Therapy</i>  <i>Combined 20 visit Calendar Year Maximum for Speech &amp; Hearing Therapy</i>
Chiropractic Services *Copay applies to the Office Visit Charge Only. Other procedures performed in a Chiropractor's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.	Network: \$40 Copay* Non-Network: Deductible & Coinsurance
Infertility/Impotency	Not Covered

**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan**

<b><i>Outpatient Prescription Drugs</i></b>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – Mail order only	All covered drugs
Retail Copays: Tier 1/Tier 2/Tier 3	\$10/40/65
Mail Order Copays: Tier 1/Tier 2/Tier 3	\$20/80/130
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Out-of-Network:	50% after Copay
ExpressScripts Program:	BlueKC Network without Walgreens
	Select Home Delivery Incentive Choice: \$10 additional charge for maintenance medications at Retail Out-of-Network: 50% after Copay

<b><i>Other</i></b>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters Eligibility/Termination	Covered for maternity First day of month/last day of month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Not covered
Coverage for Legally Married Same Sex Spouse	Yes
Wellness Fund (Group Total)	\$35,000
	<i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes

**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan**

<b><i>Underwriting</i></b>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	All full-time employees actively working 30 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program
Waiting Period	First of the Month following one full calendar month of service
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	120 Days
Next Renewal	1/1/19
Reinstatement Fee	\$500
Subject to ERISA	No

<b><i>Mandated Offerings</i></b>	
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan**

<b>Rates</b>	
Employee	\$790.48
Employee & Spouse	\$1,728.70
Employee & Child(ren)	\$1,728.70
Family	\$2,006.69

<b>A Healthier You™</b>	
<i>Select only one:</i>	
<input checked="" type="checkbox"/> AHY 100+	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

<b>A Healthier You Buy-Up Options</b>	
<input checked="" type="checkbox"/> AHY Standard – Employees with no medical*	\$2.00 PEPM
*Including individuals with no medical coverage requires automated enrollment via EDI or Blues Enroll.	

<b>Funding</b>	<input type="checkbox"/> Cost Plus <input checked="" type="checkbox"/> Insured <input type="checkbox"/> Other _____

Confirmed by City of Lee's Summit:

Accepted by Blue Cross and Blue Shield of Kansas City:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **City of Lee's Summit**

**Group Number: 34136000**

**Preferred-Care Blue**

**PPO Plan**

**Benefit & Rate Confirmation  
(Effective January 1, 2018)**



**Benefit and Rate Confirmation  
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

<b>Preferred-Care Blue</b>
<b>Copayment, Deductible, Coinsurance and Limits</b>

<b><i>Hospital and Physician</i></b>		
Calendar Year Deductible	<u>Individual</u>	<u>Family</u>
Preferred	\$500	\$1,000
Non-Preferred	\$1,500	\$3,000
Coinsurance Member Pays		
Preferred	10%	
Non-Preferred	30%	
Out-of-Pocket Maximum <i>(Includes Deductible, Coinsurance &amp; All Copays)</i>	<u>Individual</u>	<u>Family</u>
Preferred	\$2,800	\$5,600
Non-Preferred	\$8,400	\$16,800
Physician Office Visit		
Preferred		
PCP	\$25 Copay*	
Specialist	\$50 Copay*	
Non-Preferred	Deductible & Coinsurance	
*Copay applies to the Office Visit Charge Only. Other procedures performed in a Physician's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.		
Lab Services		
Preferred		
Physician's Office / Independent Lab Outpatient Facility/Hospital	No Copay*	
Non-Preferred	Deductible & Coinsurance	Deductible & Coinsurance
X-ray and other Radiology Procedures		
Preferred	Deductible & Coinsurance	
Non-Preferred	Deductible & Coinsurance	
Routine Preventive Care		
Preferred	Expanded (ACA Compliant) Women's Preventive***	
	Routine Services: 100%	
	Related OV: 100%	
Non-Preferred	Deductible & Coinsurance	

\*\*\*Routine Women's Preventive required under the Affordable Care Act of 2010 ("ACA")

**Benefit and Rate Confirmation  
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

<b><i>Hospital and Physician (cont'd.)</i></b>	
Routine Vision Care	No Benefit
Prenatal Program	Yes
Emergency Room	\$200 Copay then Deductible & Preferred Coinsurance <i>Copay waived if admitted to a Hospital</i>
Urgent Care Benefit Preferred Non-Preferred	\$50 Copay* Deductible & Coinsurance

<b><i>Mental Illness/Substance Abuse</i></b>	
Inpatient Mental Illness/Substance Abuse	Deductible & Coinsurance
Outpatient Mental Illness/Substance Abuse Office Visit	\$25 Copay*
Outpatient Mental Illness/Substance Abuse Therapy	Deductible & Coinsurance



**Benefit and Rate Confirmation  
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

<b><i>Ancillary/Miscellaneous</i></b>	
Air Ambulance	Network Deductible & Preferred Coinsurance
Ground Ambulance	Network Deductible & Preferred Coinsurance <i>No limit per trip</i>
Home Health Services	Deductible & Coinsurance <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	Deductible & Coinsurance <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	Deductible & Coinsurance <i>14 Day Lifetime Max</i>
Outpatient Therapy (Speech, Hearing, Physical, and Occupational)	Deductible & Coinsurance <i>Combined 60 visit Calendar Year Maximum for Physical &amp; Occupational Therapy</i>  <i>Combined 20 visit Calendar Year Maximum for Speech &amp; Hearing Therapy</i>
Chiropractic Services *Copay applies to the Office Visit Charge Only. Other procedures performed in a Chiropractor's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.	Network: \$50 Copay* Non-Network: Deductible & Coinsurance
Infertility/Impotency	Not Covered

**Benefit and Rate Confirmation  
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

<b><i>Outpatient Prescription Drugs</i></b>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – Mail order only	All covered drugs
Retail In-Network Copays:	
Tier 1:	\$10 Copay
Tier 2:	40% up to \$100
Tier 3:	60% up to \$150
Retail Non-Network Copays:	
Tier 1/ Tier 2/ Tier 3:	50% after \$10 Copay/ 40%/ 60%
In-Network Mail Order Copays:	
Tier 1:	\$20 Copay
Tier 2:	40% up to \$200
Tier 3:	60% up to \$300
Non-Network Mail Order Copays:	
Tier 1/ Tier 2/ Tier 3:	50% after \$20 Copay/ 40%/ 60%
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Annual Out of Pocket:	\$1,500 Individual/ \$4,500 Family
ExpressScripts Program:	BlueKC Network without Walgreens  Select Home Delivery Incentive Choice: \$10 additional charge for maintenance medications at Retail Out-of-Network: 50% after Copay

**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – PPO Plan**

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters	Covered for maternity
Eligibility/Termination	First day of month/last day of month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Not covered
Coverage for Legally Married Same Sex Spouse	Yes
Wellness Fund (Group Total)	\$35,000
	<i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes

**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – PPO Plan**

<b><i>Underwriting</i></b>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	All full-time employees actively working 30 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program
Waiting Period	First of the Month following one full calendar month of service
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	120 Days
Next Renewal	1/1/19
Reinstatement Fee	\$500
Subject to ERISA	No

<b><i>Mandated Offerings</i></b>	
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

**Benefit and Rate Confirmation  
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

<b>Rates</b>	
Employee	\$707.31
Employee & Spouse	\$1,556.97
Employee & Child(ren)	\$1,556.97
Family	\$1,807.40

<b>A Healthier You™</b>	
<i>Select only one:</i>	
<input checked="" type="checkbox"/> AHY 100+	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

<b>A Healthier You Buy-Up Options</b>	
<input checked="" type="checkbox"/> AHY Standard – Employees with no medical*	\$2.00 PEPM
*Including individuals with no medical coverage requires automated enrollment via EDI or Blues Enroll.	

<b>Funding</b>	<input type="checkbox"/> Cost Plus <input checked="" type="checkbox"/> Insured <input type="checkbox"/> Other _____

Confirmed by City of Lee's Summit:

Accepted by Blue Cross and Blue Shield of Kansas City:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **City of Lee's Summit**

**Group Number: 34136000**

**Preferred-Care Blue**

**BlueSaver PPO Plan**

**Benefit & Rate Confirmation**

**(Effective January 1, 2018)**



**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan**

<b>Preferred-Care Blue</b>
<b>Copayment, Deductible, Coinsurance and Limits</b>

<b><i>Hospital and Physician</i></b>		
Calendar Year Deductible	<u>Individual</u>	<u>Family</u>
Preferred	\$2,700	\$5,400
Non-Preferred	\$2,700	\$5,400
Coinsurance Member Pays		
Preferred	0%	
Non-Preferred	30%	
Out-of-Pocket Maximum <i>(Includes Deductible, Coinsurance &amp; All Copays)</i>	<u>Individual</u>	<u>Family</u>
Preferred	\$2,700	\$5,400
Non-Preferred	\$5,400	\$10,800
Physician Office Visit	Deductible & Coinsurance	
Lab Services Performed in a Physician's Office / Independent Lab	Deductible & Coinsurance	
X-ray and other Radiology Procedures	Deductible & Coinsurance	
Routine Preventive Care	Expanded (ACA Compliant) Women's Preventive***	
Preferred	Routine Services: 100%	
	Related OV: 100%	
Non-Preferred	Deductible & Coinsurance	
Routine Vision Care	No Benefit	
Prenatal Program	Yes	
Emergency Room	Deductible & Preferred Coinsurance	
Urgent Care Benefit	Deductible & Coinsurance	

<b><i>Mental Illness/Substance Abuse</i></b>	
Inpatient Mental Illness/Substance Abuse	Deductible & Coinsurance
Outpatient Mental Illness/Substance Abuse	Deductible & Coinsurance

\*\*\*Routine Women's Preventive services required under the Affordable Care Act of 2010 ("ACA")

**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan**

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	Deductible & Preferred Coinsurance
Ground Ambulance	Deductible & Preferred Coinsurance <i>No limit per trip</i>
Home Health Services	Deductible & Coinsurance <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	Deductible & Coinsurance <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	Deductible & Coinsurance <i>14 Day Lifetime Max</i>
Outpatient Therapy (Speech, Hearing, Physical, and Occupational)	Deductible & Coinsurance <i>Combined 60 visit Calendar Year Maximum for Physical &amp; Occupational Therapy</i>  <i>Combined 20 visit Calendar Year Maximum for Speech &amp; Hearing Therapy</i>
Chiropractic Services	Deductible & Coinsurance
Infertility/Impotency	Not Covered



**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan**

<b><i>Outpatient Prescription Drugs</i></b>	
Network	BCBSKC Rx
Long-Term Supply – Mail order only	All covered drugs
Retail Copays: Tier 1/Tier 2/Tier 3	In Network: Deductible then 100% Out of Network: Deductible then 50% after \$10/40/65
Mail Order Copays: Tier 1/Tier 2/Tier 3	In Network: Deductible then 100% Out of Network: Deductible then 50% after \$20/80/130
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
ExpressScripts Program:	BlueKC Network without Walgreens  Select Home Delivery Incentive Choice: \$10 additional charge for maintenance medications at Retail Out-of-Network: 50% after Copay

<b><i>Other</i></b>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters Eligibility/Termination	Covered for maternity First day of month/last day of month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Not covered
Coverage for Legally Married Same Sex Spouse	Yes
Wellness Fund (Group Total)	\$35,000 <i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Bank Selection	UMB
Nurse Line	Yes

**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan**

<b><i>Underwriting</i></b>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	All full-time employees actively working 30 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program
Waiting Period	First of the Month following one full calendar month of service
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	120 Days
Next Renewal	1/1/19
Reinstatement Fee	\$500
Subject to ERISA	No

<b><i>Mandated Offerings</i></b>	
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

**Benefit and Rate Confirmation**  
**City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan**

<b>Rates</b>	
Employee	\$654.38
Employee & Spouse	\$1,439.88
Employee & Child(ren)	\$1,439.88
Family	\$1,671.49

<b>A Healthier You™</b>	
<i>Select only one:</i>	
<input checked="" type="checkbox"/> AHY 100+	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

<b>A Healthier You Buy-Up Options</b>	
<input checked="" type="checkbox"/> AHY Standard – Employees with no medical*	\$2.00 PEPM
*Including individuals with no medical coverage requires automated enrollment via EDI or Blues Enroll.	

<b>Funding</b>	<input type="checkbox"/> Cost Plus <input checked="" type="checkbox"/> Insured <input type="checkbox"/> Other _____

Confirmed by City of Lee's Summit:

Accepted by Blue Cross and Blue Shield of Kansas City:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**City of Lee's Summit  
Group ID #:34136000  
Blue Dental PPO / Blue Dental Choice  
GRID / GRID+  
Benefit & Rate Confirmation  
Effective January 1, 2018**



**Benefit and Rate Confirmation  
City of Lee's Summit – Dental Plan**

<b>Covered Services</b>	
<b>Type I Services:</b> Diagnostic and Preventive Services	Covered  <i>Select one:</i> <input checked="" type="checkbox"/> 2 Routine cleanings/CY (Perio cleanings covered under Type III if elected) <input type="checkbox"/> 2 combined Routine or Perio cleanings/CY (Perio cleanings will not be covered under Type III if elected) <input type="checkbox"/> 4 combined Routine or Perio cleanings/CY (Perio cleanings will not be covered under Type III if elected)
<b>Type II Services:</b> Basic Restorative Services; <b>Periodontics;</b> Endodontics; and Extractions	Covered
<b>Type III Services:</b> Major Restorative and Maintenance of Prosthodontics	Covered
<b>Type IV Services:</b> Orthodontic Services	Covered

<b>Calendar Year Deductible:</b> <input checked="" type="checkbox"/> <i>Individual/Family</i> <input type="checkbox"/> <i>Each Covered Person</i> Ratio 1:2 or 1:3			
<b>Deductible:</b>	<b>Blue Dental PPO/GRID</b>	<b>Blue Dental Choice/GRID+</b>	<b>OON/Non-Participating</b>
Type I	Waived	Waived	Waived
Types II and III		\$50/150_____	

<b>Coinsurance:</b>	<b>Blue Dental PPO/GRID</b>	<b>Blue Dental Choice/GRID+</b>	<b>OON/Non-Participating</b>
Type I	100%	100%	100%
Types II	85%	80%	80%
Type III	55%	50%	50%
Type IV	50%	50%	50%

**Benefit and Rate Confirmation  
City of Lee's Summit – Dental Plan**

<b>Calendar Year Maximum:</b>	<b>Blue Dental PPO/GRID</b>	<b>Blue Dental Choice/GRID+</b>	<b>OON/Non-Participating</b>
Types I, II, and III (per covered person)	\$1,250		
Preventive applies towards Calendar Year Maximum	Yes – preventive applies towards Calendar Year Maximum		

<b>Dental Rewards:</b>	Covered		
<b>Dental Rewards Program:</b>	<b>If total calendar year claims fall into this range amount:</b>	<b>Then Blue KC will reward the member with this amount for use next year and beyond:</b>	<b>However, Dental Reward totals will be capped at this amount:</b>
Standard for all members, no options available	\$1 - \$300	\$250	\$500

<b>Special Benefit Provisions:</b>			
<b>Type III Services</b>			
Temporomandibular Joint (TMJ) Dysfunction	Not Covered		
Dental Implants	Not Covered		
<b>Type IV Services</b>			
<b>Orthodontia</b>	<b>Blue Dental PPO/GRID</b>	<b>Blue Dental Choice/GRID+</b>	<b>OON/Non-Participating</b>
Orthodontia Lifetime Maximum	\$1,250 Lifetime Maximum		\$1,250 Lifetime Maximum
Orthodontia Limiting Age	No age limit		
<b>Additional Services</b>			
Provide benefits for replacement of teeth missing <b>prior</b> to effective date?	Covered (insert missing tooth amendment DPPO-201-12-MK)		

**Benefit and Rate Confirmation  
City of Lee's Summit – Dental Plan**

<b>Eligibility:</b>	
Dependent Limiting Age	Age 26
Eligibility/Termination	First day of the month/ Last day of the month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Not Covered
Coverage for Legally Married Same Sex Spouse	Yes

<b>Underwriting:</b>	
Minimum percent of Eligible Employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	All full-time employees actively working 30 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program
Waiting Period	First of the Month following one full calendar month of service
Minimum Employer Contribution <i>Select one:</i> <input checked="" type="checkbox"/> Contributory <input type="checkbox"/> Voluntary	75% cost of eligible employees or 50% of total account premium
Section 125 Enrollment Provisions	Yes
Start Date of Annual Enrollment Period	90 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	120 days
Next Renewal	1/1/19
Reinstatement Fee	\$500

**Benefit and Rate Confirmation**  
**City of Lee's Summit – Dental Plan**

***Network***

**PPO Product: Blue Dental**

Dental Network Inside Our Service Area: Blue Dental PPO / Blue Dental Choice Networks

Dental Network Outside Service Area: GRID / GRID+ Blue Cross and Blue Shield Networks

Inside Our Service Area OON/Non-Participating Provider Payments:

*Select one:*

- Traditional Fee Schedule  
 90% of UCR based on Context4 Data

Outside Our Service Area OON/Non-Participating Provider Payment:

*Select one:*

- Traditional Fee Schedule  
 90% of UCR based on Context4 Data



**Benefit and Rate Confirmation  
City of Lee's Summit – Dental Plan**

<b>Rates</b>	
Employee	\$35.17
Family	\$88.50

<b>Funding</b>	
<input type="checkbox"/>	Cost Plus
<input checked="" type="checkbox"/>	Insured
<input type="checkbox"/>	ASO
<input type="checkbox"/>	Other _____

Confirmed by City of Lee's Summit:

Accepted by Blue Cross and Blue Shield of  
Kansas City:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**\*Two-year rate guarantee with a third year rate cap of +8%.**



August 15, 2017

Susan Wayman  
City of Lee's Summit  
220 SE Green St  
Lee's Summit, MO 64063

**Re: City of Lee's Summit #30026016 / January 1, 2018 Renewal Notification**

Dear Ms. Susan Wayman:

Thank you for being a VSP® Vision Care customer. We put your employees first and guarantee their satisfaction. As the only national not-for-profit vision company, VSP gives you:

- Lowest Employee Out-of-Pocket
- Reduced Healthcare Costs
- 50% off Hearing Aids and Devices through our Partnership with TruHearing
- Diabetic Plus Eyecare - This program targets **glaucoma and age-related macular degeneration** in addition to **diabetic retinopathy** and other **diabetic eye diseases** with just a **\$20 copay – no limit on visits!** No impact on rates.

City of Lee's Summit has been a valued VSP client since July 1, 2011 and we currently cover 658 members. The plan offered is VSP's Choice Plan B which allows for an examination and lens once every 12 months, and frames once every 24 months, with a \$10 exam copayment and a \$15 materials copayment.

Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

To continue VSP's program for this next policy, sign and return the Renewal Agreement to me by e-mail at [isabel.rothrock@vsp.com](mailto:isabel.rothrock@vsp.com) or fax to 916-463-39286 by December 1, 2017. Please consider VSP your long-term partner in helping you maximize your benefit dollars.

Cordially,

A handwritten signature in cursive script that reads 'Isabel Rothrock'.

Isabel Rothrock  
Senior Client Manager

cc: Jeff Spencer  
Holmes Murphy & Associates, LLC

**RENEWAL AGREEMENT**

Group Name/Number: **City of Lee's Summit / #30026016**

**Current Plan Design -24 Month Rate Guarantee**

Plan Type: Choice – B  
Frequency: 12/12/24  
Copays: \$10 Exam/\$15 Materials  
RFA & ECL Allowance: \$160 & \$130  
Current Rates: \$7.31/16.72  
Renewal Rates: \$6.34/15.05

**Alternative Plan Design - 48 Month Rate Guarantee**

Plan Type: Choice - B  
Frequency: 12/12/24  
Copays: \$10 Exam/\$15 Materials  
RFA & ECL Allowance: \$160 & \$130  
Alternative Rates: \$6.84/15.66

Open AccessSM Allowances: Examination up to \$45, Single Vision up to \$30, Lined Bifocal up to \$50, Lined Trifocal up to \$65, Lenticular up to \$100, Frame up to \$70, Elective Contact Lenses up to \$105 & Necessary Contact Lenses \$210.

**Renewal Options**

- Renew with current plan design
- Renew with alternative plan design

**Contract Period for Option 1: January 1, 2018 through December 31, 2019**

**Contract Period for Option 2: January 1, 2018 through December 31, 2021**

To renew your contract and maintain continuous service, please choose the option that best meets your needs, sign and return the Renewal Agreement by e-mail to: [isabel.rothrock@vsp.com](mailto:isabel.rothrock@vsp.com), or fax to: 916-463-3928 by December 1, 2017. VSP will produce your renewal contract when we have received the Signed Renewal Agreement. Please review the new contract carefully, since some of the provisions may have changed from your prior contract. Additionally, please keep a copy of this Renewal Agreement and accompanying letter, given that they serve as your Notice of Renewal.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



August 23, 2017

City of Lee's Summit  
Susan Wayman  
Susan.wayman@cityofls.net

Dear Susan,

Thank you for choosing to partner with New Directions in 2018 to offer the Employee Assistance Program (EAP). Your commitment to your employees' health will mean a more productive, less stressful year. Employees covered by a BlueKC policy receive a discounted rate. Based upon the reported employees, your rate for the contract year is as follows:

630 BCBS covered employees at \$20.02 pepy  
17 non BCBS covered employees at \$27.87 pepy  
Blended rate of \$20.23 pepy.

Renewal time is the perfect opportunity to highlight some things you may consider sharing with leaders and staff, including:

**A fresh, new website for employees**

Help just got easier for your staff with the launch of the new EAP employee site on ndbh.com. Here, your employees and their family members can use your company code to:

- Learn to manage stress
- Get help with legal needs
- Take a health assessment
- Request an EAP counseling session online
- Start a live chat to answer benefit questions
- Download hundreds of health and life management resources

Navigation, layout, user experience and content have also been improved.

**A new online portal for managers**

Supervisors can visit the new EAP Manager Portal on ndbh.com using your company code and "manager" password to find the tools and resources to make their roles simpler. Here they'll find:

- Quick access to the proper steps to manage employee performance issues
- Promotional items for download and print (posters, wallet cards, etc.)
- Free monthly webinars, tip sheets and employee resources for sharing
- Quick ways to register for organizational training
- Timely articles focused on manager needs
- Steps to manage critical incidents
- Leadership resources and videos
- Stress toolkit for managers

These online tools, plus all the EAP resources you've learned to count on, can help your employees reduce stress, get physically or financially fit, improve relationships or be the best version of themselves.

Thank you again for partnering with New Directions to offer the EAP. We look forward to creating healthier, more productive employees in 2018, and watching your business thrive. We look forward to talking with you soon!

With appreciation,

Betsy Klein, Vice President EAP



## **COBRA & Retiree Billing Administrative Services Agreement**

This Cobra & Retiree Billing Administrative Services Agreement (the "Agreement") is entered into, and effective this January 1, 2018, by and between City of Lee's Summit, MO, the ("Plan Sponsor") and the Taben Group ("Taben") an LLC designed to assist and provide employers with compliance with Consolidated Omnibus Budget Reconciliation Act of 1985 (Public Law 99-272) and any subsequent amendments thereto (hereinafter "COBRA");

WHEREAS, Plan Sponsor has established one or more group health plans and is an employer who employs 20 or more employees on a typical business day during the preceding calendar year and is thus subject to the requirements of the Act and;

WHEREAS, Plan Sponsor desires to use the third-party administrative services of Taben to help it comply with the continuation of health coverage requirements of COBRA

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

### ARTICLE I SERVICES PROVIDED BY TABEN

**Taben hereby agrees to act as administrator as described herein and provide Plan Sponsor the following services:**

- Administer COBRA and State Continuation rules and regulations on behalf of Plan Sponsor.
- Consult, assist and advise Plan Sponsor when necessary regarding COBRA and State Continuation administration.
- Maintain and update a COBRA data base for all Qualified Beneficiaries ("QB's") using information provided by Plan Sponsor.
- If requested in writing by Plan Sponsor, mail Initial Rights Notification to new active plan participants and spouses within 7 business days of receipt by Taben of the information needed to mail such notices.
- Mail COBRA Eligibility Notice and Election Form to a Primary Qualified beneficiary ("PQB") and other QB's within 7 business days of receipt by Taben of the information needed to mail such notices.
- Send HIPAA Certificate of Coverage to PQB's and other QB's within 7 business days of receipt by Taben of the information needed to mail such notices. HIPAA Certificates of Coverage will also be sent to QB's whenever requested and at the end of COBRA continuation.
- Provide payment coupons, as well as online payment capabilities to QB's whenever a fully completed election form is received, with or without payment. (A convenience fee will be applied to online payments.)



## COBRA & Retiree Billing Administrative Services Agreement

- Mail non-enrollment confirmation to QB's who do not enroll and pay within 60 days of COBRA Eligibility Notice.
- Mail Enrollment Confirmation to QB's and Plan Sponsors upon receipt of timely initial payment *and* fully completed Enrollment Form.
- Mail mid-month late payment reminders to QB if payment is not received.
- Mail Termination of Coverage notice to enrolled QB's who fail to pay timely or who lose COBRA coverage for any other reason.
- Collect, record, deposit and remit all payments to Plan Sponsor at month end.
- Manage insufficient funds collection and short payments in accordance with COBRA rules.
- Field phone calls and other communications from QB's, and their representatives including the use of a toll free 800 number.
- Verify QB payment status to health care providers and to Plan Sponsor as requested.
- Communicate eligibility to Plan Sponsor and their Health Plans via mail, phone, email, on line updates (where available) and periodic summary reporting when requested in writing.
- Image and securely store all inbound and outbound written communications which will be retained and identified by QB.
- Shred all original documents (except checks and money orders) in an effort to maintain HIPAA compliance.
- Mail "COBRA Ending Soon" notice to enrolled QB's approximately 6 months prior to COBRA period end date.
- Record and retain all phone calls and inbound voice mail messages in a secure, transferable (wav.), digital format.
- Protect and maintain Protected Health Information (PHI)
- Maintain in house an FTP server for secure Data Transfer
- Provide a secure web portal for transferring files and forms.
- Provide "Open Enrollment" mailings and phone support as directed by Plan Sponsor.
- Provide employer and participant web portal access to payment and plan information.
- Provide the same basic services as directed by the client for Retiree Billing.



## **COBRA & Retiree Billing Administrative Services Agreement**

### ARTICLE II DUTIES OF THE PLAN SPONSOR

**Plan Sponsor hereby agrees to act and assist Taben in its performance as an administrator by performing the following which includes but is not limited to:**

- Providing Taben all information on current COBRA continuants needed to take over COBRA administration. This information will be transferred to Taben at least 30 days prior to Taben beginning administration of existing COBRA continuants.
- Taking full responsibility for the Health plan and its operation including authority and responsibility for administering, construing and interpreting the provisions of the Health Plan. All final determinations as to a PQB's or QB's entitlement to Plan benefits are to be made by Plan Sponsor, including any determination upon appeal of a denied claim for Plan Benefits Eligibility.
- Provide to Taben all information needed to mail a COBRA Eligibility Notice to QB's. This information should be provided as soon as possible after a Qualifying event and in no event later than 30 days after the qualifying event.
- Provide Taben all pertinent information relating to the Plan Sponsors Group Health Plan(s), at the inception of the Group Health Plan such as group Health Plan rates and effective dates, any associated enrollment materials, inserts / stuffers for non-COBRA eligible benefits, etc. Plan Sponsor will provide this information at least 30 days prior to open enrollment response deadlines. Plan sponsor also agrees to immediately inform Taben of any subsequent change to the Plan Sponsors Group Health Plan.
- Issue in writing to Taben any instructions, decisions or requests for exceptions regarding COBRA administration.
- Providing a guarantee to Taben that information being provided to Taben will be delivered in a format acceptable to Taben which is accurate, complete and will be submitted timely.
- Ensuring that access to Taben's secure web portal and other systems is limited to current employees or authorized agents of the Plan Sponsor and that all authorized users of Plan Sponsor will maintain HIPAA compliance with any information transmitted or received in any form.

### ARTICLE III GENERAL PROVISIONS

- This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.



## COBRA & Retiree Billing Administrative Services Agreement

- Both parties agree within the permitted uses under HIPAA that all records pertaining to COBRA administration for Group Health plan participants under this agreement will be made available to either party at all times.
- Neither Plan Sponsor nor Taben can assign this Agreement without the other party's prior written consent. This Agreement may be amended only by written agreement which is executed by a duly authorized officer of each party.
- Each party shall be authorized to perform audits of the records of data specifically related to performance of the parties under this agreement with reasonable prior written notice. An agent of either party may perform audits provided such agent understands they may be required to sign a confidentiality agreement. Plan Sponsor acknowledges and agrees upon Taben's request to reimburse Taben for all of Taben's reasonable expenses, including copying and labor costs in assisting the Plan Sponsor to complete any audit.
- Plan Sponsor acknowledges in contemplation of entering into this Agreement Taben has revealed and will continue to reveal and to disclose to Plan Sponsor information which is proprietary and/or confidential. Plan Sponsor agrees to keep such proprietary and/or confidential information in strict confidence and not disclose such information to any third parties or employees who do not have a legitimate need to know such information. Plan Sponsor shall not use confidential and/or proprietary information for any purpose not directly related to and necessary for the performance of its obligations under this Agreement.
- Plan Sponsor agrees to immediately notify Taben of any action or threatened action against Taben. Taben reserves the right to retain its own counsel in any action which Taben is or potentially could be a party to.
- This agreement will be construed in accordance with laws of the State of Kansas.
- If any provision or portion of this Agreement is deemed invalid or unenforceable, or is not implemented for any reason, the remaining provisions or portions of this Agreement shall remain in full force and effect, and in no way shall be affected, impaired or invalidated.
- Any captions or headings of any of the Articles or Sections of this Agreement are solely for convenience of the parties, are not part of this Agreement, and shall not be used to determine the validity or interpretation of this Agreement.
- All Notices regarding this agreement should be sent in writing to the following:

Taben Group  
Mark Williams, Executive Vice President  
10875 Benson, Suite 130  
Overland Park KS 66210

City of Lee's Summit, MO  
Name & Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_





## COBRA & Retiree Billing Administrative Services Agreement

### ARTICLE IV TERM & TERMINATION

This agreement shall commence with the effective date herein and will continue indefinitely until terminated in writing by either party. The terminating party shall provide at least 60 (sixty) days written notice of termination.

Standard termination / transition services include:

- Initial report to new vendor providing needed data on enrolled COBRA / RB participants
- Summary / Final report two weeks after transition identifying any changes in COBRA / RB participants enrolled, terminations, and paid-through dates
- Process all enrollments and event data request up to cancellation date
- Return payments and enrollment forms received after the cancellation date to QB / Retiree with new vendor instructions

Taben is always willing to adjust the standard process to meet the needs of the client and new COBRA vendor. Continued work outside the parameters outlined above would require a minimum of one additional month's administration fees.

### ARTICLE V FEES

**Plan Sponsor agrees to pay Taben COBRA and Retiree Billing administration fees in accordance with the schedule outlined below. All payments are due, and must be paid to Taben within 30 days from the invoice date rendered by Taben. Taben reserves the right to retain unpaid administration fees from monthly premium remittance if fees are not paid by the due date.**

**Rates are guaranteed not to change for 4 year (s) from the effective date of this agreement\*.**

- **Per employee per month COBRA administration fee.....\$ .65\***
- **Per Retiree per month administration fee.....\$ 5**
- **Annual renewal rate reset / open enrollment fee .....\$ Included**  
**(per enrolled COBRA participant)**
- **Initial rights / New Hire notice fee.....\$ Included**
- **COBRA monthly minimum administration fee.....\$ 75**

*\*Please note that Taben will retain the 2% administration fee*

**Please Note:** *In the event a "significant" modification to COBRA or HIPAA law occurs, Taben reserves the right to modify or change any and all of our fees. Any such fee change is to be effective on the date of such modification.*



## COBRA & Retiree Billing Administrative Services Agreement

### ARTICLE VI HOLD HARMLESS

#### Hold Harmless

Taben will indemnify, hold harmless and defend Plan Sponsor against any liability, damage or cost resulting from negligent acts or omissions committed by Taben, except and to the extent such negligent act or omission was caused directly or indirectly by Plan Sponsor and will maintain Errors and Omissions Insurance of at least \$1,000,000 at all times.

Plan Sponsor will indemnify, hold harmless and defend Taben against any liability, damage or cost resulting from negligent acts or omissions committed by Plan Sponsor and agrees not to instruct Taben to administer COBRA in a manner that violates ERISA, COBRA or other applicable law. Plan Sponsor shall indemnify Taben and hold it harmless from and against any liability, expense demand or other obligation resulting from or out of any premium charge, tax, or similar assessment (Federal or State) for which the Plan or employer is liable.

### ARTICLE VII BUSINESS ASSOCIATE AGREEMENT

#### Business Associates Agreement

If applicable, the parties have executed or agree to execute a separate Business Associates Agreement outlining the responsibilities of both parties regarding Protected Health Information (PHI) the effective date of which will run concurrently with the first transmission of (PHI) between the parties.

Therefore, both parties acknowledge they have read, understood and agree to the terms and conditions contained herein and by the attesting signatures below executed this agreement on 1st day of January, 2018.

#### CITY OF LEE'S SUMMIT, MO

X \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

#### THE TABEN GROUP

X \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**City of Lee's Summit, MO**  
**Administrative Services Agreement**

**This Administrative Services Agreement** (“Agreement”) dated as of January 1, 2018, between City of Lee's Summit, MO, a MO Municipality (“City of Lee's Summit”) and The Taben Group, a Kansas limited liability company (“Taben”).

**Background**

Taben is engaged as City of Lee's Summit’s administrative services provider and shall perform the services set forth in this Agreement for the following Component Benefits established and maintained by City of Lee's Summit:

***Check applicable boxes and attach Schedules.***

- A Cafeteria Plan** within the meaning of Internal Revenue Code § 125:
  - Premium Only Plan (POP) (as described in Schedule A)
  - Health Flexible Spending Account (Health FSA) (as described in Schedule B)
  - Dependent Care Flexible Spending Account (DCFSA) (as described in Schedule C)

*The Component Benefits elected by Client above will be collectively referred to as the Program in this Agreement.*

Accordingly, City of Lee's Summit and Taben agree as follows:

**Section 1**  
**Effective Date and Term**

***Applies to All Component Benefit Services***

**1.1 Effective Date**

The effective date of this Agreement is January 1, 2018 (“Effective Date”).

**1.2 Term; Renewal**

The initial term of this Agreement shall be the 12 month period beginning on the Effective Date set forth above. This Agreement will renew automatically for successive 12 month periods unless one party provides written prior notice of its intent to terminate in accordance with the corresponding provisions of this Agreement.

## **Section 2 Scope of Undertaking**

### ***Applies to All Component Benefit Services.***

#### **2.1 Scope of Undertaking**

City of Lee's Summit has sole and final authority to control and manage the operation of the Program. Taben is and shall remain an independent contractor with respect to the services being performed under this Agreement and shall not for any purpose be deemed an employee of City of Lee's Summit. Taben and City of Lee's Summit shall not be deemed partners, engaged in a joint venture, or governed by any legal relationship other than that of independent contractor.

Taben does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission, or breach of duty by City of Lee's Summit. Taben shall not in any way be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Program. Taben provides only the administrative services set forth in this Agreement and does not assume any financial risk or legal obligation with respect to claims for benefits under the Program or for the Program itself.

Except as otherwise expressly set forth in this Agreement, nothing in this Agreement shall be deemed to constitute Taben as a party to the Program or to confer upon Taben any authority or control respecting management of the Program, authority or responsibility in connection with the administration of the Program, or responsibility for the terms or validity of the Program. Nothing in this Agreement shall be deemed to impose upon Taben any obligation to any employee of City of Lee's Summit or any Participant in the Program.

#### **2.2 Non-Discretionary Duties**

Except as otherwise expressly set forth in this Agreement, the services to be performed by Taben under this Agreement shall be ministerial in nature and will generally be performed in accordance with the terms of the Component Benefits established and maintained by City of Lee's Summit.

#### **2.3 Limited Fiduciary Duties (Applies to Health FSA only)**

The provisions of this subsection shall only apply to ERISA plans and not non-ERISA plans.

Notwithstanding the foregoing, pursuant to Section 405(c)(1) of ERISA, City of Lee's Summit delegates to Taben certain functions which might be deemed to be of a fiduciary nature, including authority to determine initial claims for benefits as set forth in this Agreement, and to pay Program benefits by checks written (or other draft payment or debit) on a bank account established and maintained in the name of City of Lee's Summit for the payment of Program benefits claims pursuant to the corresponding requirements of this Agreement.

The parties agree that Taben is a fiduciary of the Program only to the limited extent necessary to perform such limited fiduciary duties as expressly delegated under this Agreement. Taben shall not be deemed a fiduciary in connection with any other duty or responsibility in the administration of the Program.

**Section 3**  
**City of Lee's Summit's Responsibilities**

***Applies to All Component Benefit Services.***

**3.1 Fiduciary Duties**

The provisions of this subsection shall only apply to ERISA plans and not non-ERISA plans.

Except as otherwise specifically delegated to Taben in this Agreement, City of Lee's Summit has the sole authority and responsibility for the Program and its operation, including the authority and responsibility for administering, construing, and interpreting the provisions of the Program and making all determinations under the Program. City of Lee's Summit gives Taben the authority to act on behalf of City of Lee's Summit in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by City of Lee's Summit and Taben. City of Lee's Summit is the Plan Administrator and Named Fiduciary of the Program for purposes of ERISA, if applicable to the Program. City of Lee's Summit agrees that this responsibility is and shall remain that of City of Lee's Summit.

**3.2 Bank Account**

City of Lee's Summit shall promptly establish and maintain a bank account for the payment of Program benefits pursuant to the corresponding requirements of this Agreement.

**3.3 Information to Taben**

Upon request, City of Lee's Summit agrees to provide Taben with information necessary for Taben's performance of duties and obligations under this Agreement, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. Taben shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of City of Lee's Summit or its agents. Such information shall be provided to Taben in the time and in the manner agreed to by City of Lee's Summit and Taben. Taben shall have no responsibility with regard to benefits paid in error due to City of Lee's Summit's failure to accurately or timely communicate or update such information.

City of Lee's Summit shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with Taben relating to the accuracy of any Eligibility Reports.

Taben incurs no liability to City of Lee's Summit or any Participant as a consequence of an inaccurate or untimely Eligibility Report. Additionally, Taben is under no obligation to credit City of Lee's Summit for any Program benefits paid to Participants or any administrative fees incurred by or paid to Taben as a consequence of an inaccurate or untimely Eligibility Report.

Taben shall assume that City of Lee's Summit's Eligibility Reports are complete and accurate and is under no duty to question the completeness or accuracy of such information. Eligibility Reports are deemed Protected Health Information (PHI) and, when transmitted by or maintained in

electronic media shall be deemed Electronic PHI, and subject to the Privacy and Security Rules under HIPAA, and the corresponding requirements of this Agreement.

### **3.4 Plan Documents**

City of Lee's Summit is responsible for the Program's compliance with all applicable federal and state laws and regulations and shall provide Taben with all relevant Program documents, including but not limited to, the corresponding plan documents and any plan amendments. City of Lee's Summit will notify Taben of any changes to the Program as soon as administratively possible and at least 30 days before the effective date of such changes.

Taben may provide sample plan documents and forms for review by City of Lee's Summit and City of Lee's Summit's legal counsel, including plan document, summary plan description (only for ERISA plans), election forms, and similar documents, as applicable to the Program. Taben may customize such documentation, but only to the extent to incorporate the information supplied by City of Lee's Summit at Taben's request or at City of Lee's Summit's directive and as necessary to the performance of Taben's obligations under this Agreement. In addition, Taben may from time to time provide updated sample documents to reflect changes in the applicable laws. Although Taben has taken steps to ensure that its sample documents and forms are of high quality and generally comply with the applicable laws, it cannot be aware of all of the facts and circumstances that may apply to City of Lee's Summit or the Program.

City of Lee's Summit acknowledges that Taben is not a law firm or accounting firm and does not provide tax or legal advice. City of Lee's Summit must ask its own legal counsel to review such documents for legal and tax compliance. City of Lee's Summit bears sole responsibility for determining the legal and tax status of the Program. As a result, Taben does not represent, guarantee or warranty the suitability of any such documents for City of Lee's Summit's particular situation.

### **3.5 Liability for Claims and Expenses**

City of Lee's Summit is solely responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. Taben does not insure or underwrite the liability of City of Lee's Summit under the Program. Except for expenses specifically assumed by Taben in this Agreement, City of Lee's Summit is responsible for all expenses incident to the Program.

### **3.6 Financial and Medical Records**

In order for City of Lee's Summit and Taben to perform their respective obligations under this Agreement, a Participant's personal financial records or medical records may be requested. If required by law or regulation, and in accordance with applicable state and federal law, City of Lee's Summit must either:

- Notify and provide each Participant an opportunity to opt out (if required); or
- Obtain a written authorization for release of any requested records from each Participant.

### **3.7 HIPAA Privacy & Security**

Where required or applicable, City of Lee's Summit shall provide Taben with the following documents or information:

- Notice of Privacy Practices & Restrictions, and any subsequent changes thereto;
- Certification that City of Lee's Summit amended the plan document as required by the Privacy Rule to permit disclosure of PHI to City of Lee's Summit for plan administrative purposes, and that City of Lee's Summit agrees to the conditions set forth in the Privacy Rule;
- Copies of any authorizations of Participants or beneficiaries to use or disclose PHI, and any later changes to or revocations of such authorizations;
- Notice of any restriction on the use or disclosure of PHI that City of Lee's Summit agrees to under the Privacy Rule;
- Notice of any requests that communications be sent to a Participant or beneficiary by an alternative means or at an alternative location that City of Lee's Summit agrees to under the Privacy Rule; and
- Notice of any communication from the Health and Human Service's Office of Civil Rights (OCR) or a similar agency regarding City of Lee's Summit's compliance with HIPAA's Privacy and Security rules with respect to the Program, including immediate notification regarding a potential or actual OCR audit.

City of Lee's Summit shall not request Taben to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rules if done by City of Lee's Summit, except that Taben may use or disclose PHI for purposes of Data Aggregation and the management and administrative activities of Taben, as provided in this Agreement.

## **Section 4 Taben's Responsibilities**

***Sections 4.1 through 4.3 Apply to All Component Benefit Services.***

***Sections 4.4 to 4.13 Apply to All Component Benefit Services, except COBRA and HIPAA Portability Administration.***

### **4.1 Delegated Responsibilities**

Taben's responsibilities and obligations shall be limited to those expressly delegated to Taben in this Agreement (including the obligations listed in any Schedule to this Agreement) or any other written and signed agreement between City of Lee's Summit and Taben. Taben generally provides certain administrative services, as described in this Agreement. Taben agrees to administer City of Lee's Summit's Program in accordance with the governing plan documents, this Agreement, and current applicable state laws and regulations.

## **4.2 Service Delivery**

Taben agrees to provide customer service personnel by telephone during Taben's normal business hours. Taben also agrees to provide electronic administrative services 24 hours per day, 7 days per week, with reasonable allowance for downtime for maintenance and upgrading of electronic administrative systems.

Taben will not be deemed in default of this Agreement, nor held responsible for any cessation, interruption, or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, acts of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any applicable law, judgment, or decree.

## **4.3 Service Levels**

Taben agrees to provide specific service levels in the performance of the administration of Program benefits as set forth in Exhibit A.

## **4.4 Benefits Payment**

Taben agrees to, on behalf of City of Lee's Summit, operate under the express terms of this Agreement and the Program. Taben makes the initial determination if persons covered by the Program (as described in the Eligibility Reports) are entitled to benefits requested under the Program and shall pay Program benefits to Participants in its usual and customary manner as set forth in this Agreement.

City of Lee's Summit agrees that:

- Taben has no responsibility or obligation with respect to Prior Reimbursement Requests and Prior Administration;
- City of Lee's Summit is responsible for processing Prior Reimbursement Requests and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal requirements (e.g., IRS substantiation); and
- City of Lee's Summit will indemnify and hold Taben, its officers, directors, and employees, harmless from and against any and all losses, claims, damages, liabilities, or expenses relating to or arising from Prior Reimbursement Requests and Prior Administration.

## **4.5 Bonding**

The provisions of this subsection shall only apply to ERISA plans and not non-ERISA plans.

To the extent required by law, Taben will obtain a fidelity bond or ERISA bond for all persons involved in collecting money or making claim payments, and all officers of Taben.



#### **4.6 Reporting**

Taben agrees to make available to City of Lee's Summit each month via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month.

For those Program benefits subject to HIPAA, City of Lee's Summit must provide certification that the plan document requires City of Lee's Summit to comply with applicable Privacy and Security Rules under HIPAA before Taben will make available the reports provided for in this Section to City of Lee's Summit. Taben agrees to also make available to Participants each month via electronic medium a report showing their individual payment history and status of claims and the amounts and transactions in their individual accounts during the preceding month.

For those Program benefits subject to HIPAA, City of Lee's Summit is responsible for ensuring that any beneficiary of the Participant who submits a claim agrees to the disclosure of PHI to the Participant, if required by the Privacy Rule.

#### **4.7 Claims Appeals**

Taben agrees to refer to City of Lee's Summit, its designee, Plan Administrator, or Named Fiduciary for the following:

- The second and final level of appeal of an adverse benefit determination; and
- Any class of claims City of Lee's Summit may specify in writing, including:
  - Questions of eligibility or entitlement of the claimant for coverage under the Program;
  - Questions with respect to benefits available or the amount due under the Program; or
  - Any other appeal.

#### **4.8 Forfeited Funds**

Taben shall tender any remaining forfeited funds (after payment of administrative expenses) to the applicable state's unclaimed property fund.

#### **4.9 Additional Documents and Communications**

If City of Lee's Summit requests, and City of Lee's Summit and Taben mutually agree upon payment of additional applicable service charges, then Taben shall furnish to City of Lee's Summit:

- Sample plan documents for review by City of Lee's Summit with its own legal counsel, for creation of customized documentation for the Program to be approved and executed by City of Lee's Summit, including board resolutions, summary plan description (if applicable), plan document and plan amendments, as applicable to the Program;

- Sample administrative forms needed for Taben to perform its duties under this Agreement; and
- Consulting services for and the development of certain communication information and materials, such collateral materials and other notices.

#### **4.10 Recordkeeping**

Taben agrees to maintain for the duration of this Agreement the usual and customary books, records, and documents Taben has prepared or received possession of in the performance of its duties under this Agreement. These books, records, and documents, including electronic versions, are the property of City of Lee's Summit, and City of Lee's Summit has the right to access them during normal business hours at Taben's offices with reasonable prior notice. If this Agreement terminates, Taben may deliver, or at City of Lee's Summit's request, will deliver all such books, records, and documents to City of Lee's Summit, subject to Taben's right to retain copies of any records it deems appropriate. City of Lee's Summit shall be required to pay Taben reasonable charges for duplication or transportation of such records.

#### **4.11 Standard of Care; Erroneous Payments**

Taben shall use reasonable care and due diligence in the performance of its duties under this Agreement. If Taben makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, Taben shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, Taben will not be liable for such payment, unless Taben would otherwise be liable under another provision of this Agreement.

Taben owes a duty of care only to City of Lee's Summit, which duty is one of reasonable care under the attendant circumstances. Taben is not liable for any mistake of judgment or for any action taken in good faith unless such mistake or action results in a breach of such duty of care.

#### **4.12 Notices to City of Lee's Summit**

Taben shall provide to City of Lee's Summit all notices (including any required opt-out notice) reflective of its privacy policies and practices as required applicable law (including the Gramm-Leach-Bliley Act).

### **Section 5**

#### **Compliance with HIPAA Privacy and Security Rules**

*Applies to All Component Benefit Services, except DCFSA.*

#### **5.1 Compliance with HIPAA Privacy and Security Rules**

Contemporaneously with this Agreement, City of Lee's Summit and Taben have entered into a Business Associate Agreement pursuant to HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

**Section 6**  
**Compliance with the Affordable Care Act**

**6.1 Compliance with the Affordable Care Act**

Both parties agree to act in good faith to comply with the requirements of a recent federal law entitled the Affordable Care Act (ACA). However, the regulations and other guidance under the ACA are interim, or in some cases, not yet promulgated.

City of Lee's Summit reserves the right to amend the Program documents, retroactively if considered necessary, to comply with the ACA, regulations, and other guidance promulgated thereunder. Taben reserves the right to amend its provided services, if considered necessary, to comply with the ACA, regulations, and other guidance promulgated thereunder.

**Section 7**  
**Payment of Benefits and Funding Responsibility**

*Applies to Health FSA and DCFSA.*

**7.1 Payment of Benefits**

City of Lee's Summit authorizes Taben to pay Program benefits by draft payment or debit on a bank account established and maintained by City of Lee's Summit or will provide access to an account for the payment of Program benefits consistent with any banking agreements. Each day or at such other interval as mutually agreed upon, Taben will notify City of Lee's Summit of the amount needed to pay approved Program benefits and City of Lee's Summit shall pay or transfer into the bank account such amount. City of Lee's Summit shall enter into banking agreements and provide instructions to its bank as are necessary to implement this Section. Taben has sole authority to provide whatever notifications, instructions, or directions necessary to accomplish the payment of approved Program benefits under this Agreement.

**7.2 Funding of Benefits**

All Program benefits shall be paid exclusively from the general assets of City of Lee's Summit. Payment for such benefits, including, but not limited to, all Participant reimbursements under the Program, is the sole responsibility of City of Lee's Summit. City of Lee's Summit agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses, if such expenses are incurred and the claim is presented for payment during the terms of this Agreement.

City of Lee's Summit further represents and agrees that:

- Neither it nor any of its employees, directors, representatives, fiduciaries, or employee benefits plans (or any entity performing services for City of Lee's Summit or such plans) nor any of its predecessors, successors, or assigns have represented, or will represent to any Program Participant or beneficiary, that a separate account, fund, or trust is being held on behalf of the Program to provide or secure Program benefits; and

- City of Lee's Summit shall advise the Program Participants that all Program benefits shall be paid exclusively from the general assets of City of Lee's Summit.

**7.3 Custodial Account (City of Lee's Summit initial if elected: \_\_\_\_\_)**

**7.4 Debit Card (City of Lee's Summit initial if elected: \_\_\_\_\_)**

This option is contingent upon City of Lee's Summit entering into such agreements with [Debit Card Provider] and taking any other necessary steps to implement this Section.

Taben agrees to:

- Process debit card swipes reported to Taben on behalf of City of Lee's Summit;
- Request receipt notification on all swipes not eligible for electronic adjudication under the current IRS guidelines;
- Report to the debit card provider any account reimbursements that are a result of activities mentioned above; and
- Request data from debit card providers each business day to ensure Participants are properly reimbursed for their expenses.

Any interchange shared between the debit card provider and Taben will be retained wholly by Taben. Any fees charged to Taben by the debit card provider shall be the responsibility of Taben, unless noted in the attached Schedules of this Agreement. Taben currently contracts with [Debit Card Provider] as the debit card provider for the Debit Card. Under this Agreement, Taben reserves the right to change card providers during the year, given at least 90 days' notice to City of Lee's Summit.

**Section 8  
Indemnification**

***Applies to All Component Benefit Services.***

**8.1 Indemnification by City of Lee's Summit**

Upon Taben's adherence to the standard of care set forth in this Agreement, City of Lee's Summit shall indemnify and hold harmless Taben, its officers, directors, and employees from and against any and all loss, liability, damage, claim, expense, attorneys' fees, or other obligations, resulting from, or arising out of, any act, or omission of City of Lee's Summit in connection with the performance of its duties as provided for under the terms of this Agreement. In addition, City of Lee's Summit shall indemnify and hold harmless Taben, its officers, directors, and employees from and against any and all liability, expense, demand, or other obligation, resulting from, or out of any premium charge, tax or similar assessment (federal or state), for which the Program or City of Lee's Summit is or may become liable.

City of Lee's Summit agrees to reimburse Taben for all attorney's fees and costs incurred by Taben as a result of any collection action taken by Taben to recover overdue service charges and/or

unfunded Program benefits required to be paid in accordance with this Agreement or any Schedule hereto.

## **8.2 Indemnification by Taben**

Upon City of Lee's Summit's adherence to the standard of care set forth in this Agreement, Taben shall indemnify and hold it harmless City of Lee's Summit from and against any and all loss, liability, claim, damage, expense, attorneys' fees, or other obligations resulting from, or arising out of, any act, or omission of Taben in connection with the performance of its duties as provided for under the terms of this Agreement.

## **Section 9 Service Charges**

### ***Applies to All Component Benefit Services.***

### **9.1 Service Fees**

The amounts of the monthly services charges of Taben are described in the applicable Schedules. Taben may change the amount of such service charges by providing at least 60 days' written or electronic notice to City of Lee's Summit. Taben may also change the monthly service charges including the Administration Service Fee as of the date any corresponding change is made in the Program.

### **9.2 Liability for Taxes/Fees**

Any taxes or fees imposed by state or federal authorities on City of Lee's Summit's Program shall be the sole responsibility and liability of City of Lee's Summit. Unless otherwise agreed upon, payment of any such taxes or fees shall remain the sole responsibility of City of Lee's Summit. If mutually agreed to by the parties in writing and if permitted by applicable law, Taben will pay any such applicable tax or fee and shall be reimbursed by City of Lee's Summit.

### **9.3 Billing and Payment of Service Fee**

Taben will determine all service charges under this Agreement and bill City of Lee's Summit monthly. Alternatively, if the parties agree pursuant to the terms of the TabenFlex Authorization Agreement, Taben may deduct payment for monthly service charges from the bank account established and maintained by City of Lee's Summit for purposes of this Agreement. City of Lee's Summit shall make payment to Taben within 10 business days of receipt of notice of the amount due, or such amount will automatically be deducted from the bank account established and maintained by City of Lee's Summit for purposes of this Agreement.

All services charges of Taben under this Agreement shall be billed separately from statements for payment of Program benefits so that separate accounting can be made by City of Lee's Summit of the respective amounts paid for Program benefits and for administrative expenses.

#### **9.4 Set-up and Renewal Fees**

Taben has agreed to waive the one-time set up fee and annual renewal fee.

### **Section 10 General Provisions**

***Applies to All Component Benefit Services.***

#### **10.1 Severability; Headings**

If any term of this Agreement is declared invalid by a court, the invalid term will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

#### **10.2 Compliance; Non-Waiver**

Failure by City of Lee's Summit or Taben to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of this Agreement.

#### **10.3 Assignment; Amendment**

Neither City of Lee's Summit nor Taben can assign this Agreement without the other party's written consent. This Agreement may be amended only by written agreement of duly authorized officers of City of Lee's Summit and Taben.

#### **10.4 Audits**

Each party is authorized to perform audits of the records of payment to all Participants and other data specifically related to the performance of the parties under this Agreement upon reasonable prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement and business associate agreement as required by HIPAA and the HITECH Act. Each party agrees to provide reasonable assistance and information to the auditors. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

#### **10.5 Non-Disclosure of Proprietary Information**

- **General.** City of Lee's Summit and Taben each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created by this Agreement), each party has revealed and disclosed, and shall continue to reveal and

disclose to the other, proprietary and confidential information of such party. City of Lee's Summit and Taben agree that each party shall:

- o Keep such proprietary and confidential information of the other party in strict confidence;
  - o Not disclose proprietary and confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and
  - o Not use proprietary and confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).
- **Confidential Information Defined.** Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof:
    - o If, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or
    - o If the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party.

For purposes of this Section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and noted as confidential, proprietary, or words of similar significance) and information disclosed orally in connection with this Agreement and identified as confidential, proprietary, or words of similar significance; and programs, policies, practices, procedures, files, records, and correspondence concerning the parties' respective businesses or finances. The terms and conditions of this Section shall survive the termination of this Agreement.

## **10.6 Dispute Resolution; Arbitration**

In the event of a dispute by either party related to this Agreement, the parties agree to first attempt to resolve such dispute by having the parties' Chief Executive Officers (or their designees) meet in person within 60 days of written notice of dispute issued by either party. In the event the dispute is not resolved after reasonable efforts by the Chief Executive Officers within such 60 day period, either party may then proceed to arbitration under this Section. All disputes, controversies, or claims arising out of or relating to the operation or interpretation of this Agreement shall be settled by arbitration before one arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall be jointly selected

by City of Lee's Summit and Taben. Any award rendered by the arbitrator shall be final and binding upon the parties and judgment upon any such award may be entered in any court having jurisdiction. Arbitration shall take place in Kansas or at a location mutually agreed upon by the parties. The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall pay its own fees and costs relating to any arbitral proceedings, including experts' and attorneys' fees. The arbitrator shall render his or her determination in a manner consistent with the terms of this Agreement, and the arbitrator shall not be entitled to award punitive or exemplary damages.

## 10.7 Notices and Communications

- **Notices.** All notices provided for in this Agreement shall be sent by either:
  - Confirmed facsimile;
  - Guaranteed overnight mail, with tracing capability;
  - Certified mail; or
  - First class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes.

All notices provided for in this Agreement shall be deemed given or made when received.

- **Addresses.**
  - City of Lee's Summit's address for notices as described above is:

220 SE Green Street Lee's Summit, MO 64063
  - Taben's address for notices as described above is:

10875 Benson  
Corporate Woods  
Building 11, Suite #130  
Overland Park, KS 66210  
  
Attn: Flex Department
- **Communications.** Except as otherwise required by HIPAA and the corresponding provisions of this Agreement, City of Lee's Summit agrees that Taben may communicate confidential, protected, privileged, or otherwise sensitive information to City of Lee's Summit through a named contact designated by City of Lee's Summit (Named Contact) and specifically agrees to indemnify and hold Taben, its officers, directors, and employees harmless:
  - For any such communications directed to City of Lee's Summit through the Named Contact attempted via facsimile, mail, telephone, e-mail, or any other



media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and

- o From any claim for the improper use or disclosure of any PHI by Taben if such information is used or disclosed in a manner consistent with its duties and responsibilities under this Agreement.

### **10.8 Complete Agreement; Governing Law**

This Agreement (including the attached Schedules) is the full Agreement of the parties with respect to the subject matter in this Agreement and supersedes all prior agreements and representations between the parties. This Agreement is executed in multiple counterparts, each of which shall constitute an original, but all of which together comprise a single document. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, the singular may include plural, and vice versa as the context may require. This Agreement shall be construed, enforced, and governed by the laws of the State of MO.

## **Section 11 Termination of Agreement**

*Applies to All Component Benefit Services.*

### **11.1 Termination of Agreement**

- **Automatic.** This Agreement automatically terminates on the earliest of the following:
  - o The effective date of any legislation which makes the Program or this Agreement illegal;
  - o The date City of Lee's Summit or Taben becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
  - o The termination date of the Program. This termination is subject to any agreement between City of Lee's Summit and Taben regarding payment of benefits after the Program is terminated.
- **Optional.** This Agreement may be terminated as of the earliest of the following:
  - o By Taben upon the failure of City of Lee's Summit to pay any service fees within 60 business days after they are due and payable pursuant to this Agreement;
  - o By Taben upon the failure of City of Lee's Summit to perform its obligations, including its obligations as Plan Administrator or Named Fiduciary where applicable, as such terms are defined in ERISA, and in accordance with this Agreement only for ERISA plans. Except as otherwise required by applicable law, prior to terminating the Agreement pursuant to this provision for ERISA

plans, Taben shall provide City of Lee's Summit with notice of City of Lee's Summit's failure and an opportunity to cure such failure within 30 days;

- o By City of Lee's Summit upon the failure of Taben to perform its obligations in accordance with this Agreement. Except as otherwise required by applicable law, prior to terminating the Agreement pursuant to this provision, City of Lee's Summit shall provide Taben with notice of Taben's failure and an opportunity to cure such failure within 60 days;
- o By either City of Lee's Summit or Taben, as of the end of the term of this Agreement, by giving the other party 60 days prior written notice; or
- o By either City of Lee's Summit or Taben upon:
  - (a) A material breach of the other party's duties under this Agreement;
  - (b) Non-material breaches of a recurrent nature, after 60 days prior written notice in the event of a material breach; or
  - (c) 60 days prior written notice in the event of a non-material breach of a recurrent nature, and the right to cure such breach by the breaching party.
- **Limited Continuation After Termination.** If the Program is terminated, City of Lee's Summit and Taben may mutually agree in writing that this Agreement shall continue for the purpose of payment of Program benefits, expenses, or claims incurred prior to the date of Program termination. In addition, City of Lee's Summit and Taben may mutually agree in writing that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by Taben before the date of such termination.

If this Agreement is continued in accordance with this subsection, City of Lee's Summit shall pay a fee equal to one and a half times the monthly premium.

- **Survival of Certain Provisions.** Termination of this Agreement does not terminate the rights or obligations of either party arising out of the period prior to such termination. The indemnity, confidentiality, privacy, and security provisions of this Agreement shall survive its termination.

All parties listed below acknowledge that they have read this Agreement in its entirety and have, to the extent they consider necessary, consulted with their own legal counsel before executing this Agreement. No representations or warranties have been provided to any party to this Agreement. This Agreement is binding upon and shall inure to the benefit of heirs, executors, successors, and assigns of the parties listed below.

To evidence the parties' agreement to this Agreement, City of Lee's Summit and Taben have executed and delivered this Agreement on the date set forth in the preamble.

**City of Lee's Summit, MO**

**The Taben Group**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Exhibit A – Service Levels

The purpose of this Exhibit A is to provide City of Lee's Summit with the service level standards for Taben. These services levels are not performance guarantees and do not carry with them any duty on the part of Taben, or its business partners to report or make payment to City of Lee's Summit for any service targets not met.

#### Service Levels

Service	Definition	Service Level Target
<b>Clean Claims Processing Turnaround Time (TAT)</b>	TAT is measured from the date a claim is received by Taben (either via paper or electronic data interchanges) to the date it is processed for payment, denied, or pended for external information. Clean Claim means all required documentation and/or substantiation has been received by Taben.	<ul style="list-style-type: none"> <li>• Ninety-five (95) percent within five (5) business days as measured annually.</li> </ul>
<b>Claims Processing Accuracy</b>	A claim will be determined to be correct based on internal claims processing criteria, as determined by Taben, as well as federal and state determined procedures. A statistically valid internal audit sampling will be utilized.	<ul style="list-style-type: none"> <li>• Financial Accuracy: ninety-nine (99) percent as measured annually.               <ul style="list-style-type: none"> <li>- Formula shall be: Total value of claims paid less the absolute value of the sum of overpayments and underpayments divided by the total value of claims paid. (Taben will not include auto paid benefits from the use of debit cards)</li> </ul> </li> <li>• Claims Processing (Total) Accuracy: Ninety-seven (97) percent as measured annually.               <ul style="list-style-type: none"> <li>- Formula shall be: Total number of audited claims minus the number of claims processed with error, divided by the total number of audited claims (definition of 'error' includes; coding, procedural, system, and payment)</li> </ul> </li> </ul>

Service	Definition	Service Level Target
<b>Average Speed to Answer (ASA)</b>	The amount of time that elapses between the time a call is received into a customer service queue to the time the phone is answered by a Customer Service Representative (CSR).	<ul style="list-style-type: none"> <li>• Ninety (90) percent within thirty (30) seconds during normal business hours.</li> </ul>
<b>Call Abandonment Rate</b>	Percentage of calls that are not answered by Taben.	<ul style="list-style-type: none"> <li>• Less than five (5) percent. <ul style="list-style-type: none"> <li>- Calculated as the number of calls that are not answered during normal business hours, divided by the number of calls presented.</li> </ul> </li> </ul>
<b>E-mail Response Time</b>	Based on number of e-mails received and handled during standard business hours of operation.	<ul style="list-style-type: none"> <li>• Ninety-nine percent (99) percent handled within forty-eight (48) hours (business days time frame).</li> </ul>
<b>Complaint and Appeals Processing Time (limited to initial appeal)</b>	Based on DOL requirements.	<ul style="list-style-type: none"> <li>• Ninety-nine (99) percent handled within DOL required timeframes.</li> </ul>
<b>Billings Statements</b>	Based on the date mailed	<ul style="list-style-type: none"> <li>• Ninety-nine (99) percent mailed by the 15<sup>th</sup> of the month.</li> </ul>
<b>Eligibility and Payroll File Processing</b>	Based on the time between the date Taben receives an accurate file until the date the system reflects the data.  <b>*Includes business days only.</b>	<ul style="list-style-type: none"> <li>• Ninety-nine (99) percent within two (2) business days.</li> </ul>
<b>Web Availability</b>	Website will be available to consumers and employers twenty-four (24) hours per day, three hundred sixty-five (365) days per year, excluding time during the Routine Maintenance Window.  Routine Maintenance Window for hardware and software maintenance between 8:00 PM and 6:00 AM Central Time on Monday through Sunday and all day on Holidays.	<ul style="list-style-type: none"> <li>• Ninety-nine (99) percent of the time excluding time during the Routine Maintenance Window.</li> </ul>

### Glossary

For the purposes of this Agreement, including the attached Schedules, the following words and phrases have the meanings set forth below. Wherever appropriate, the singular shall include the plural and the plural shall include the singular.

**Administration Service Charge** means the collective minimum monthly service charge for the Program's Component Benefits as a whole.

**Agreement** means this Taben Administrative Services Agreement, including all Schedules to this Agreement, amendments, or other attachments incorporated in this Agreement and any future amendments.

**Client** means City of Lee's Summit, MO.

**COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**Code** means the Internal Revenue Code of 1986, as amended.

**Component Benefit** means a qualified benefit under Code §125(f) that is offered under the City of Lee's Summit, MO Cafeteria Plan, or an option for coverage under an underlying accident or health and welfare plan.

**Data Aggregation** means, regarding PHI created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such PHI by the business associate with the PHI received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

**Dependent Care Flexible Spending Account (DCFSA)** means the Component Benefit in which a Participant can use pre-tax dollars to pay for the care of the Participant's eligible dependents while the Participant is at work.

**Effective Date** means January 1, 2018.

**Electronic PHI** has the meaning assigned to such term under HIPAA.

**Eligibility Reports** has the meaning described in Section 3.

**ERISA** means the Employee Retirement Income Security Act of 1974, as amended.

**Health Flexible Spending Account (Health FSA)** means the Component Benefit in which a Participant can use pre-tax dollars to pay for certain health expenses not reimbursed under other Programs.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**Named Fiduciary** means the named fiduciary as defined in ERISA §402(a)(1) and only applies to ERISA plans.

**Participant** means an eligible employee of City of Lee's Summit who is participating in a Component Benefit of the Program described in this Agreement.

**Plan Administrator** means the administrator as defined in ERISA §3(16)(A).

**Premium Only Plan (POP)** means the Component Benefit in which an employee can elect to participate and have their share of certain benefit plan coverage paid on a pre-tax basis.

**Prior Administration** means services arising prior to the Effective Date.

**Prior Reimbursement Requests** means claims submitted prior to the Effective Date.

**Program** means the Component Benefits elected by Client.

**Protected Health Information (PHI)** has the meaning assigned to such term under HIPAA.

**Schedule A  
Premium Only Plan (POP)**

Capitalized terms used in this Schedule, but not defined have the meanings given in the attached Agreement.

City of Lee's Summit has established a Code § 125 Cafeteria Plan to allow eligible employees who make a proper election to pay for their share of certain benefit plan coverage with pre-tax salary reductions. City of Lee's Summit has delegated certain administrative responsibilities with respect to the POP to Taben.

The applicable monthly service charges under the Agreement and this Schedule are as follows:

<b>Standard Services Charges</b>	<b>Cost</b>
PPPM Service Charge	\$ Included in FSA

<b>Additional Service Charges</b>	<b>Cost</b>
Sample Documents and Forms	\$ Included in FSA
Online Enrollment	\$ Included in FSA
Open Enrollment Meetings	\$ Included in FSA
Open Enrollment Packets (each)	\$ Included in FSA

The Administration Service Charge is \$ \_\_\_ N/A \_\_\_.

Any courier or similar charges incurred will be passed through at cost to City of Lee's Summit.

**Services Included**

City of Lee's Summit is responsible for all legal requirements and administrative obligations with regard to the POP, except for the following administrative duties specifically delegated to Taben:

- Taben shall make available (by electronic medium and paper copy) enrollment forms along with instructions.

**City of Lee's Summit, MO**

**The Taben Group**

Sign: \_\_\_\_\_

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Date: \_\_\_\_\_



**Schedule B**  
**Health Flexible Spending Account (Health FSA)**

Capitalized terms used in this Schedule but not defined have the meanings given in the attached Agreement.

City of Lee's Summit has established a Code § 125 Cafeteria Plan under which a Code § 105 Health FSA is offered. City of Lee's Summit has delegated certain administrative responsibilities with respect to the Health FSA to Taben.

The applicable monthly service charges under the Agreement and this Schedule are as follows:

<b>Standard Services Charges</b>	<b>Cost</b>
PPPM Service Charge	\$ 4.00

<b>Additional Service Charges</b>	<b>Cost</b>
Run-in Claims Administration	\$ 1.5 x Monthly Premium
Set-Up Fee	\$ Waived
Renewal Fee	\$ Waived
Printed Enrollment Packets	\$ 1.00 per packet
Onsite Enrollment Meetings/Support	\$ Travel Cost
Replacement Debit Cards	\$ No Charge
Discrimination Testing – Basic Testing	\$ No Charge
Form 5500 Preparation	\$ No Charge
Run-out Claims Administration	\$ 1.5 x Monthly Premium

The minimum monthly administration fee is \$ 100.00. The Administration Service Charge is a set fee that is the same amount regardless of how many or which Component Benefits are enrolled in by City of Lee's Summit. A Service Charge of \$4.00 Per Participant Per Month is guaranteed through December 31, 2022.

Any courier or similar charges incurred will be passed through at cost to City of Lee's Summit.

**Services Included**

City of Lee's Summit is responsible for all legal requirements and administrative obligations with regard to the Health FSA, except for the following administrative duties specifically delegated to Taben:

- Taben shall make available (by electronic medium and paper copy) enrollment and reimbursement forms along with instructions for filing Participant claims. Upon payment of additional fees, Taben shall make available other Health FSA documents.
- Upon receiving instructions from City of Lee's Summit with regard to a Participant's change in status or other event that permits an election change under IRS regulations, Taben shall make the requested change in the Participant's election as soon as possible.

- Taben shall prepare the information necessary to enable City of Lee's Summit to satisfy its Form 5500 filing obligation with regard to the Health FSA. City of Lee's Summit shall be responsible for reviewing the information provided by Taben to ensure its accuracy, and, unless otherwise agreed by the parties in writing, City of Lee's Summit shall prepare and submit any Form 5500.
- Taben shall assist City of Lee's Summit in preparing the following basic nondiscrimination test for the Health FSA:

***Health FSA – Code 125***

➤ Eligibility Test

- Taben does not automatically perform nondiscrimination testing. Upon written request submitted to Taben, the test identified above will be run. Taben relies solely on information provided by City of Lee's Summit in administering this test. Services will be performed only in accordance with the terms and conditions (including applicable fees) of this Agreement. City of Lee's Summit shall be responsible for any and all other nondiscrimination tests not specifically agreed upon in writing by both Taben and City of Lee's Summit.
  - If City of Lee's Summit requires more extensive nondiscrimination testing, Taben can make that available. The cost will be determined by the level of testing requested.
- Taben shall make initial decisions as set forth in this Agreement with regard to Participant claims and disburse any benefit payments that it determines to be due within 30 business days of the day on which Taben receives the claim. Benefit payments shall be made by ACH or check payable to the Participant or provider. Claims of less than \$ 25 may be carried forward and aggregated with future claims until the total amount is equal to or greater than \$ 25, except that any remaining amount shall be paid after the end of the calendar quarter or Plan Year without regard to the \$ 25 threshold.
- For ERISA plans only, Taben shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. Taben shall follow the requirements of ERISA with regard to denial of claims.

**Services Not Included**

- City of Lee's Summit's compliance with COBRA or HIPAA.
- Determining whether City of Lee's Summit's Health FSA documents are in compliance with the Code, ERISA, or any other applicable state, federal, or local statutes and regulations.
- Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the Health FSA.

- City of Lee's Summit's responsibility for the determination on the second and any final level of appeal.

**City of Lee's Summit, MO**

**The Taben Group**

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Date: \_\_\_\_\_

**Schedule C**  
**Dependent Care Flexible Spending Account (DCFSA)**

Capitalized terms used in this Schedule, but not defined have the meanings given in the attached Agreement.

City of Lee's Summit has established a Code § 125 Cafeteria Plan under which a Code § 129 Dependent Care Flexible Spending Account is offered. City of Lee's Summit has delegated certain administrative responsibilities with respect to the DCFSA to Taben.

The applicable monthly services charges under the Agreement and this Schedule are as follows:

<b>Standard Services Charges</b>	<b>Cost</b>
PPPM Service Charge	\$ 4.00

<b>Additional Service Charges</b>	<b>Cost</b>
Run-in Claims Administration	\$ 1.5 x Monthly Premium
Set Up Fee	\$ Waived
Renewal Fee	\$ Waived
Printed Enrollment Packets	\$ 1.00 per packet
Onsite Enrollment Meetings/Support	\$ Travel Cost
Replacement Debit Cards	\$ No Charge
Discrimination Testing – Basic Testing	\$ No Charge
Form 5500 Preparation	\$ No Charge
Run-out Claims Administration	\$ 1.5 x Monthly Premium

The minimum monthly administration fee is \$100.00. The Administration Service Charge is a set fee that is the same amount regardless of how many or which Component Benefits are enrolled in by City of Lee's Summit. A Service Charge of \$4.00 Per Participant Per Month is guaranteed through December 31, 2022.

The maximum PPPM Service Charge for Participants enrolled in both the Health FSA and Dependent Care FSA is the PPPM Service Charge listed above for the applicable plan year.

Any courier or similar charges incurred will be passed through at cost to City of Lee's Summit.

**Services Included**

City of Lee's Summit is responsible for all legal requirements and administrative obligations with regard to the DCFSA, except for the following administrative duties specifically delegated to Taben:

- Taben shall make available (be electronic medium and paper copy) enrollment and reimbursement forms along with instructions for filing Participant claims. Upon payment of additional fees, Taben shall make available other DCFSA documents.

- Upon receiving instructions from City of Lee's Summit with regard to a Participant's change in status or other event that permits an election change under IRS regulations, Taben shall make the requested change in the Participant's election as soon as possible.
- Taben shall assist City of Lee's Summit in preparing the following basic nondiscrimination tests for the DCFSA:

***Dependent Care FSA – Code 129***

- Dependent Care Average Benefits Test
- Dependent Care Owners Test
- Taben does not automatically perform nondiscrimination testing. Upon written request submitted to Taben, the tests identified above will be run. Taben relies solely on information provided by City of Lee's Summit in administering this testing. Services will be performed only in accordance with the terms and conditions (including applicable fees) of this Agreement. City of Lee's Summit shall be responsible for any and all other nondiscrimination tests not specifically agreed upon in writing by both Taben and City of Lee's Summit.
  - If City of Lee's Summit requires more extensive nondiscrimination testing, Taben can make that available. The cost will be determined by the level of testing requested.
- Taben shall make initial decisions with regard to Participant claims and disburse any benefit payments that it determines to be due within 30 business days of the day on which Taben receives the claim. Benefit payments shall be made by ACH or check payable to the Participant. Claims of less than \$ 25 may be carried forward and aggregated with future claims until the total amount is equal to or greater than \$ 25, except that any remaining amount shall be paid after the end of the calendar quarter or Plan Year without regard to the \$ 25 threshold.
- Taben shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim.

**Services Not Included**

- Determining whether City of Lee's Summit's DCFSA documents are in compliance with the Code or any other applicable state, federal, or local statutes and regulations.
- Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the DCFSA.

**City of Lee's Summit, MO**

**The Taben Group**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Employer's Application for Insurance Program

This is an agreement to establish an employee payroll deduction program between the undersigned employer ("you/your") and Trustmark Insurance Company ("Trustmark"). You agree that the payroll deductions will consist of 100% employee funds. Each of your eligible employees is entitled to apply for the insurance coverage(s) you have selected which are issued by Trustmark on a payroll deduction basis. Employee eligibility and coverage specifications are outlined in the Underwriting Offer for this program.

You agree to provide Trustmark representatives with reasonable access to eligible employees on your business premises during regular working hours for the purposes of explaining the plan(s) and enrolling employees.

You agree to honor and administer on a timely basis the written payroll deduction request of each participant. All deductions will be remitted to Trustmark in accordance with a billing schedule to be determined. You will maintain adequate records to ensure that the deductions can be reconciled to the employee, and will notify Trustmark monthly of any change in employee status.

You agree to have Trustmark deliver your employee's certificates of insurance to your home office by electronic mail, and you understand that Trustmark will also send courtesy copies of these certificates of insurance to these employee's residences.

Employer: \_\_\_\_\_ Employer Tax ID No: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Employer Representative to Receive Electronic Delivery (name): \_\_\_\_\_  
 Representative's Email Address: \_\_\_\_\_

This agreement is to remain in effect for a minimum of 12 months from the effective date of coverage for your employees. After that, either you or Trustmark may terminate this program with 60 days prior written notice to the other party. Following termination, your obligation to collect and remit premium ceases, and payments must be made directly to Trustmark by any insured employees who elect to continue coverage.

Each eligible employee has the right at any time to either (1) elect not to participate in this plan; or (2) if participating, elect to cancel. In the event an insured employee ceases to be employed by you, (s)he has the right to continue insurance subject to the provisions of the policy(ies).

The insurance coverage(s) you have selected for the purpose of insuring your eligible employees may be provided under Group Policies issued to an insurance trust to which you hereby make application to participate (if applicable), and you agree subject to acceptance to become a participating employer in said trust (if applicable).

Accepted and Approved for Employer:

Accepted and Approved for Trustmark:

By: \_\_\_\_\_

By: \_\_\_\_\_

(Printed name)

(Printed name)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **Request for Group Insurance Amendment**

Standard Insurance Company  
900 SW Fifth Avenue  
Portland, OR 97204-1282

Employee Benefits Consultant: Jamie Splittorff  
Employee Benefits Service Representative: Karen Fischer  
Employee Benefits Sales and Service Office: Kansas City

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Employer Name: City of Lee's Summit, Missouri  
Group Number: 608174

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

- Life and AD&D, Class 1 - City Manager: Change the Benefit to 3 times Annual Earnings, rounded to the next higher \$1,000, and maximum amount of \$600,000.
- Additional Life: Add a One Time Open Enrollment, November 6, 2017 through November 22, 2017, for Members currently enrolled or eligible up to the Guarantee Issue of \$100,000.

I request that the amendment become effective on 01/01/2018. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Sign Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Authorized Representative

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



## Packet Information

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**File #:** RES. NO. 17-13, **Version:** 1

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A RESOLUTION APPROVING THE LIST OF AUTHORIZED INSTITUTIONS FOR INVESTMENT BIDS. (F&BC 9-18-17)

Issue/Request:

Request to add Raymond James and Associates to the City of Lee's Summit list of authorized institutions for investment bids.

Key Issues:

The current list of Authorized Institutions for Investment Bids includes 3 institutions that have not responded to a bid request in the past 2 years. By policy the authorized list of institutions has a maximum of 10 institutions. Raymond James & Associates meets the qualifications of our policy. They do have an office here in Lee's Summit and are a primary dealer. The other active institutions are: Bank of KC, Bank of the West, Commerce Bank, D A Davidson, Oppenheimer Fixed Income, UBS Financial and UMB Bank.

Proposed Committee Motion:

I move to recommend to City Council approval OF A RESOLUTION APPROVING THE LIST OF AUTHORIZED INSTITUTIONS FOR INVESTMENT BIDS.

Background:

Funds are identified for investment, a maturity date is chosen to meet cash flow needs or to fill a open slot on the ladder and three investment firms/banks are contacted for bids. The winning bid is awarded and the transaction settles the following day with our safekeeping bank.

The City of Lee's Summit Investment Policy sets forth the requirements that must be met for a financial institution or broker/dealer to be eligible to provide investment services to the City of Lee's Summit. The Policy provides that a maximum of ten (10) institutions be on the list of authorized institutions at any time, and further that an annual review of the authorized institutions to confirm financial condition and registration. This Resolution will formally acknowledge that the entities listed are eligible based upon the requirements of the Investment Policy and will formalize the list of authorized institutions.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Sherri Staub

Recommendation:

Staff recommends approval of A RESOLUTION APPROVING THE LIST OF AUTHORIZED INSTITUTIONS FOR INVESTMENT BIDS.

Committee Recommendation: Motion was made by Vice Chair Edson, seconded by Councilmember Faith that this resolution be forwarded without recommendation to the City Council - Regular Session, due back on 10-5-17. The motion passed unanimously.

## **RESOLUTION 17-13**

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A RESOLUTION APPROVING THE LIST OF AUTHORIZED INSTITUTIONS FOR INVESTMENT BIDS.

WHEREAS, the City of Lee's Summit has previously adopted, and from time to time amended the City of Lee's Summit Investment Policy which sets forth guidelines under which the funds of the City are invested; and,

WHEREAS, Section IV. Safekeeping and Custody, subsection 1 of the City of Lee's Summit Investment Policy provides that a list will be maintained of qualified financial institutions or broker/dealers authorized to provide investment services, further identifies what requirements must be met for a financial institution or broker/dealer to be eligible to provide investment services, requires an annual review of the financial condition and registration of the financial institutions or broker/dealers who are on the list of authorized providers, and limits the total number of authorized institutions or broker/dealers to ten (10) at any one time; and,

WHEREAS, the investment officer of the City of Lee's Summit has conducted the annual review of the financial condition and registration of the qualified financial institutions or broker/dealers currently on the list of authorized institutions; and,

WHEREAS, the City has identified an additional financial institution that is not currently on the list of authorized institutions but who is qualified to provide services pursuant to the City of Lee's Summit Investment Policy; and,

WHEREAS, in order to effectuate the intent of the City of Lee's Summit Investment Policy, the City Council of the City of Lee's Summit, Missouri desires to affirm, by Resolution, the list of qualified financial institutions and broker/dealers who are eligible to provide investment services to the City of Lee's Summit, Missouri and to include a new qualified financial institution or broker/dealer to the list of qualified financial institutions and broker/dealers.

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

SECTION 1. That the entities listed on the attached Exhibit A, Authorized Institutions for Investment Bids, incorporated herein by reference, are officially recognized as qualified financial institutions and broker/dealers for the purposes of providing investment services to the City of Lee's Summit, Missouri, pursuant to the provisions of the City of Lee's Summit Investment Policy, effective as of the date of the adoption of this Resolution and for a period of one (1) year thereafter.

SECTION 2. That any and all resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict only.

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

## RESOLUTION 17-13

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PASSED AND APPROVED by the City Council for the City of Lee's Summit, Missouri, and APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management and Operations  
and Deputy City Attorney  
*Jackie McCormick Heanue*

## **RESOLUTION 17-13**

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### **EXHIBIT A – AUTHORIZED INSTITUTIONS FOR INVESTMENT BIDS**

Bank of KC

Bank of the West

Commerce Bank

D A Davidson

Oppenheimer Fixed Income

Raymond James & Associates

UBS Financial

UMB Bank

# City of Lee's Summit Investment Policy

It is the policy of the City of Lee's Summit and the duty of the Cash Management Officer to invest the public funds in the custody of the Cash Management Officer to provide the highest investment return consistent with maximum security while meeting the daily cash flow demands of the City in conformance with the constitution and laws of the State of Missouri and the Charter of the City of Lee's Summit.

## I. Scope

This policy applies to the investment of all operating funds of the City of Lee's Summit.

1. **Pooling of Funds** Except for cash in certain restricted and special funds, the City of Lee's Summit will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with Generally Accepted Accounting Principles by using prior end of month cash balances.

## II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety of principal** is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

- a. **Credit Risk** The City of Lee's Summit will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City of Lee's Summit will do business.

Diversification of the investment portfolio so that potential losses on individual securities will be minimized.

- b. **Interest Rate Risk** The City of Lee's Summit will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

Structuring the investment portfolio; so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

- c. **Maturity based on "laddered approach"** The City of Lee's Summit will base maturities on a "laddered" approach. Maturity dates will be chosen: 1) to match debt payment dates; 2) laddered to meet expenses and ensure availability of funds. Yield curves will be examined to attain the best yield and while ensuring liquidity to meet anticipated cash flow requirements.

2. **Liquidity** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Investments must also be maintained within the allowed allocation diversification. A portion of the portfolio also is placed in bank deposits/ repurchase agreements that offer same day liquidity for short term funds.

3. **Yield** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

A security with declining credit may be sold early to minimize loss of principal.

A security swap would improve the quality, yield, or target duration in the portfolio.

Liquidity needs of the portfolio require that the security be sold.

4. **Mark to Market** An adjustment to the total investment portfolio shall be made quarterly to revalue the portfolio to the prevailing market prices.

### ***III. Standards of Care***

1. **Prudence** The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. **Ethics and Conflicts of Interest** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City of Lee’s Summit.

3. **Delegation of Authority** Authority to manage the investment program is granted to the Cash Management Officer, hereinafter referred to as investment officer. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

#### **IV. Safekeeping and Custody**

**1. Authorized Financial Dealers and Institutions** A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions shall supply the following as appropriate:

- Audited financial statements

- Completed broker/dealer application/information form

- Certification of having read and understood and agreeing to comply with the City of Lee's Summit investment policy.

The City of Lee's Summit may also request:

- Proof of National Association of Securities Dealers (NASD) certification

- Proof of state registration

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers may be conducted by the investment officer.

To maximize yield the City of Lee's Summit will limit the number of authorized institutions and broker/dealers to (10) ten. This list may be reviewed annually and if any institution has not submitted a bid, it may be removed from the current list.

All approved financial institutions and broker/ dealers will be required to have a presence within the State of Missouri (preferably local).

**2. Internal Controls** The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Lee's Summit are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officer shall make available all records and transactions for review as a part of the external auditors normal audit procedures. Including the following internal control points:

Control of collusion

- Custodial safekeeping

- Avoidance of physical delivery securities

- Written confirmation of transactions for investments and wire transfers

- Development of a wire transfer agreement with the lead bank and third-party custodian



**3. Delivery vs. Payment** All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

## **V. Suitable and Authorized Investments**

**1. Investment Types** Consistent with the GFOA Policy Statement on State and Local Laws Concerning Investment Practices, the following investments will be permitted by this policy and are those defined by state and local law where applicable:

U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations, which have a liquid market with a readily determinable market value;

Certificates of deposit and other evidences of deposit at financial institutions;

Investment-grade obligations of the states of Missouri or Kansas that are "A" rated or better;

Repurchase agreements whose underlying purchased securities consist of the foregoing;

Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities;

and Local Government Investment Pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation.

Investment in derivatives of the above instruments or leveraging shall be prohibited per Missouri Revised Statutes.

**2. Collateralization** All deposits placed in financial institutions must be at least 105% collateralized with securities that are acceptable to the Finance Director, City of Lee's Summit.

All securities, which serve as collateral against deposits of a depository institution, must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish necessary custodial receipts.

**3. Repurchase Agreements** Repurchase agreements shall be consistent with Government Finance Officers Association (GFOA) Recommended Practices on Repurchase Agreements. The City of Lee's Summit will enter into a repurchase agreement (repo) to investment funds on a short-term basis. The City will purchase securities from the bank and at the same time, the bank contractually agrees to repurchase the securities at the same price (plus interest). The Repo is purchased at the close of business each day and sold at the start of business the next business day. This provides a secure money market rate of interest and is an integral part of the investment program.

## **VI. Investment Parameters**

**1. Diversification** The investments shall be diversified by:

- limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),

- limiting investment in securities that have higher credit risks,
- investing in securities with varying maturities, and
- continuously investing a portion of the portfolio in readily available funds such as Local Government Investment Pools (LGIPs),
- money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

<b>Investment Type</b>	<b>Minimum Allocation</b>	<b>Maximum Allocation</b>
General Time Deposits/Certificates of Deposit	0%	30%
US Treasury Securities having principal and interest guaranteed by the US Gov't	15%	100%
US Government Agencies & Government Sponsored Enterprises	0%	75%
US Government Agency Callable Securities	0%	15%
Missouri/Kansas State or Municipal Debt	0%	25%

**2. Maximum Maturities** To the extent possible, the City of Lee's Summit shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City of Lee's Summit will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the legislative body.

Because of the inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds including but not limited to overnight repurchase agreements, Local Government Investment Pools (LGIPs) or money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

**3. Competitive Selection of Investment Instruments** Before investments of surplus funds are placed, a competitive "Bid" process (consisting of quoted interest or yield rates, dollar prices, or

discount rates) may be conducted. Bids will be requested from at least three approved institutions. Bidders are required to bid a firm price or yield, which will remain effective for a reasonable time period (approximately 15 minutes or less), given market fluctuations, to allow further bids to be received. Typically, award will be made to the bidder offering the highest effective yield consistent with this Policy; however, transaction costs, diversification requirements, extraordinary events and other factors may be considered by the Cash Management Officer when awarding investments.

## **VII. Reporting**

1. **Methods** The Cash Management Officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City of Lee's Summit to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the legislative body. The report will include the following:

- Listing of individual securities purchased during the reporting period.

- Listing of securities matured during the reporting period.

- Cash flow percentage of the total portfolio by maturity year.

- Average portfolio yield.

- Summary of cash balances, showing current period and three prior periods.

- A full list of securities held with maturity dates, purchase date, type of security and yield is available by request.

2. **Performance Standards** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis.

## **VIII. Policy Considerations**

1. **Exemption** Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. **Amendments** This policy shall be reviewed on an annual basis. Any changes must be approved by the City Manager.

## **City of Lee's Summit Safekeeping Procedure**

### **Safekeeping and Custody**

All investment securities purchased shall be held in safekeeping at a designated third party custodian currently UMB Bank. The institution shall issue a safekeeping receipt for each security, listing the specific instrument, par value, rate, CUSIP number and other pertinent information.

### **Delivery vs Payment (DVP)**

Written delivery instructions are provided to approved broker/ dealers. All security transactions should be accomplished on a delivery versus payment (DVP) basis. Securities being purchased shall be delivered to the City of Lee's Summit's safekeeping agent, in the name of the City, before payment is released.

### **Collateralization**

Deposit type securities shall be collateralized for any amount exceeding FDIC coverage. Other investments shall be collateralized by the actual security held in safekeeping. The collateral for repurchase agreements will, at all times, be no less than 105% of the value of the repurchase agreement. Notification will be received from third party custodian, currently UMB Bank, requesting the release of maturing or over pledged securities. The Cash Management Officer will authorize the release and the Federal Reserve Bank will call to confirm the release with the Finance Director, Assistant Finance Director or the Financial Analyst.

### **Repurchase Agreements**

The Repo is a contractual transaction between the City and an issuing financial institution. The City of Lee's Summit changes cash for temporary ownership or control of collateral securities, with an agreement between parties that on a future date, the financial institution will repurchase the securities. The City's funds are swept into an overnight repo which is written for one day.

### **Payment by Wire Transfer**

The City of Lee's Summit makes payments by wire transfer for debt obligations, payroll expenses, Jackson County tax payments, etc. The bank (UMB Bank) is telephoned and given wire instructions for the transfer of funds. The bank will make a return call to another authorized person to confirm the wire instructions received.

## Packet Information

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**File #: 2017-1461, Version: 1**

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Public Hearing - Appl. #PL2017-142 - Special Use Permit for a telecommunication tower - 465 SE Oldham Parkway; Skyway Towers, applicant.

Issue/Request:

This application is for a new monopole telecommunication tower located at 465 SE Oldham Pkwy. This site is zoned PI (Planned Industrial) and is developed as a mini-warehouse storage facility. The telecommunication tower will be enclosed within a 50' x 50' fenced area immediately south of the storage buildings. The tower will be accessed through the storage facility.

Three modifications have been requested for this application. Modifications to the tower appearance and landscaping requirements have been requested and are staff supported. The third modification request is to the tower setback requirement. Plans provided by the applicant depict a 150-foot tower that complies with all tower setback requirements; however, the applicant requests a modification to allow a 160-foot tower that does not meet the tower setback requirement. Staff does not support this modification request.

A preliminary development plan application (Appl. #PL2017-143) for the tower site layout has been submitted and is also on this agenda for consideration.

No time limitation for the special use permit is established as part of this approval due to §67.5094 R.S.Mo., Subpart 14. This statute lists "Prohibited Acts by Authority" which states: *In order to ensure uniformity across the state of Missouri with respect to the consideration of every application, an authority shall not: Limit the duration of the approval of an application.*

Recommendation: Staff recommends **APPROVAL** of the special use permit, subject to the following:

1. A modification shall be granted to the requirement that the tower be painted, to allow the tower to be galvanized as shown on the plans.
2. A modification shall be granted to the requirement that landscaping be planted to screen the view of the tower base and accessory structures/equipment, to allow that no landscaping be planted around the perimeter of the tower.
3. To comply with the requirements of the UDO, the tower shall maintain setbacks from all property lines a distance at least equal to the height of the tower as measured from the base of the structure to its highest point.
4. Approval of the special use permit is contingent upon approval of the preliminary development plan (Appl. #PL2017-143), for the telecommunication tower.

Committee Recommendation: **PLANNING COMMISSION ACTION:** On motion of Ms. Roberts and seconded by Mr. Lopez, the Planning Commission voted seven "yes" (Mr. Watson, Mr. Lopez, Ms. Dial, Ms. Roberts, Mr. Funk, Mr. Sims, and Ms. Arth) and one "no" (Mr. Norbury) by voice vote to **Recommend APPROVAL** of Appl. # PL2017-142 - **SPECIAL USE PERMIT for a telecommunication tower - 465 SE Oldham Pkwy; Skyway Towers, applicant.**



## LEE'S SUMMIT PLANNING COMMISSION

Minutes of Tuesday, September 12, 2017

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The Tuesday, September 12, 2017, Lee's Summit Planning Commission meeting was called to order by Chairperson Norbury at 5:00 p.m., at City Council Chambers, 220 SE Green Street, Lee's Summit, Missouri.

### OPENING ROLL CALL:

Chairperson Jason Norbury	Present	Mr. Herman Watson	Present
Mr. Donnie Funk, Vice Chair	Present	Mr. Beto Lopez	Present
Ms. Colene Roberts	Present	Ms. Carla Dial	Present
Mr. Don Gustafson	Absent	Mr. Jeffrey Semmes	Present
Ms. Dana Arth	Present		

Also present were Hector Soto, Planning Division Manager; Jennifer Thompson, Staff Planner; Victoria Nelson, Staff Planner; Chris Hughey, Project Manager; Josh Johnson, Assistant Director, Development Services; Nancy Yendes, Chief Counsel Infrastructure and Zoning; Gene Williams, Senior Staff Engineer; Michael Park, City Traffic Engineer; Jim Eden, Assistant Fire Chief I, Fire Department; and Jeanne Nixon, Development Center Secretary.

### APPROVAL OF AGENDA:

Chairperson Norbury announced that there were no changes to the agenda, and asked for a motion to approve. On the motion of Ms. Roberts, seconded by Mr. Lopez, the Planning Commission voted unanimously by voice vote to **APPROVE** the agenda as published. On the motion of Ms. Roberts, seconded by Mr. Funk, the Planning Commission voted unanimously by voice vote to **APPROVE** the agenda as published.

<b>1. APPROVAL OF CONSENT AGENDA</b>
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- A. Application #PL2017-152 – FINAL PLAT – Pergola Park, 4th Plat, Lots 81 thru 107, and Tracts N, 8-4 and 9-4; Inspired Homes LLC, applicant**
- B. Minutes** of the August 22, 2017 Planning Commission meeting

On the motion of Ms. Roberts, seconded by Mr. Lopez, the Planning Commission voted unanimously by voice vote to **APPROVE** the Consent Agenda, Item 1A-B as published.

Chairperson Norbury stated that the Commission would hear both Items 2 and 3 at the same time. This was to make it unnecessary for the applicant to submit the same information and presentation twice. Each of the two applications would be voted on separately.

**2. Continued Application #PL2017-142 – SPECIAL USE PERMIT for a telecommunications tower – 465 SE Oldham Parkway, Skyway Towers, applicant**

**3. Application #PL2017-143 – PRELIMINARY DEVELOPMENT PLAN – telecommunications tower – 465 SE Oldham Parkway, Skyway Towers, applicant**

Chairperson Norbury opened the hearing for Application PL2017-142 and Application PL2017-143 at 5:02 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Curtis Holland, present representing Skyway Towers, gave his address as 6201 College Blvd., Ste. 500 in Overland Park, Kansas. Skyway Towers, the proposed owner and developer, was a national development company that entered into agreements with wireless carriers for their towers to provide support infrastructure. In this application, Skyway had an agreement with T-Mobile to attach their wireless antennas to the tower. Mr. Holland commended staff on their assistance in preparing the applications and working through some of the issues. Staff was recommending approval of the structure.

Mr. Holland displayed an aerial rendering of the subject property and its surroundings, with tower's location marked by a yellow tack. It was adjacent to a Storage Mart's mini-warehouses. US 50 Highway ran east-west along the property's north side, with Lee's Summit High School across the highway. Oldham Parkway was to the east. Mr. Holland remarked that this tower's location next to a mini-warehouse use was a location unlikely to raise any objections. The land and surrounding properties were zoned for industrial uses. He displayed a photo simulation of the proposed monopole tower, stating that it was designed to accommodate additional users. Space at the bottom of the pole would be used for necessary equipment.

The applicants had requested a modification to landscaping requirements, due to the industrial location and the lack of visibility. Staff was supporting this modification, as well as a request to waive the requirement of painting the galvanized steel structure. The applicants also intended to ask for a modification for the setback equal to the height of the 150-foot tower. The way the code was interpreted in Lee's Summit, the antennas at the top were taken into consideration along with the tower structure itself. The structure was 140 feet tall, plus the antennas and a lightning arrester that increased the overall height to 150 feet. The original application had requested a 160-foot structure to allow a full 150-foot height but the applicants had been unable to meet the ordinance requirement according to that interpretation. At this point, they intended to request this modification to allow the extra height at the City Council level, as it was that governing body that would make the decision. Mr. Holland added that in all other respects the tower conformed to City requirements, and the applicant agreed to staff's Recommendation Items.

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

Mr. Soto entered Exhibit (A), list of exhibits 1-18 into the record for Application PL2017-142, and Exhibit (B), list of exhibits 1-14 for Application PL2017-143. He added that from here on the Commission would be looking at PowerPoint presentations from staff. He first displayed an aerial map of the site, he addressed some of the nearby land uses. Most of the property to the east, west and north of the site had been developed for industrial uses. A trucking facility under



construction was to the immediate south. This would include a 41,000 square foot building, and the property could accommodate up to 100 trucks. The tower's site was about 26 acres. Then displaying a zoning map, Mr. Soto noted that all of this area south of US 50 and east of the Union Pacific Railroad right-of-way had industrial zoning and uses. The area was bounded on three sides by US 50, Bailey Road and Hamblen Road. With a total height of either 150 or 160 feet, the structure would be within a 50 x 50-foot lease site, on a 6.7 industrial parcel. Mr. Soto confirmed that it would be at the south end of the existing storage buildings. He confirmed that the applicant wanted a tower structure of 150 feet, plus 10 feet of tower appurtenances including antennas, for a total height of 160 feet. A displayed detail of the site plan contrasted the setbacks for this height with those for a total of 150 feet. It indicated the length of setbacks on all four sides for both heights, with all setbacks for the 150-foot height in compliance with City requirements. The south setback for the 160-foot height was 150 feet, which would not be in compliance. The next elevation showed the 150-foot tower's components. Mr. Soto confirmed that staff supported the requested modifications for the landscaping requirement and tower painting. Staff did not support the request for a total height of 160 feet. He added that the next UDO amendment would eliminate the requirement for tower painting.

Concerning the landscaping requirement, Mr. Soto pointed out that the tower site was in an area with a high coverage percentage of concrete and compacted gravel. The dashed spaces indicated south of the buildings indicated the storage facilities for outside storage of boats and recreational vehicles. The site essentially had not open space for landscaping. Moreover, the buildings effectively blocked the lease site from public view from the major roads nearby, and for these reasons staff supported the requested landscaping modification. The requested third request for setback modification would be granted or denied by the City Council. Staff was in favor of maintaining the required 150-foot setback; and staff had seen no evidence that this would impact the facility's delivery of service. Mr. Soto confirmed staff's reasons to support both applications. The neighborhood's character, zoning and uses was industrial. The nearest residential-zoned property being Lee's Summit High School, across US 50 and about 900 feet away; and the nearest property actually having residential uses was 1,320 feet away. The tower would have no negative impact on the adjoining industrial properties; and a tower at this location would improve wireless coverage in the area.

Mr. Soto then reviewed staff's four Recommendation Items for the Special Use Permit (PL2017-142). Recommendation Item 1 granted the modification to the tower painting requirement, "*to allow the tower to be galvanized as shown on the plans.*" Item 2 recommended another modification for the required landscaping screening to allow the applicants to omit the landscaping around the tower's perimeter. Recommendation Item 3 required the applicant to "*maintain setbacks from all property lines a distance at least equal to the height of the tower as measured from the base of the tower to its highest point.*" Item 4 stated that approval was contingent upon approval of the preliminary development plan.

Approval of the preliminary development plan (PL2017-143) was, in return, contingent on approval of the Special Use Permit, and the development would be consistent with the current version of the PDP, stamped August 1, 2017. Mr. Soto added that this PDP was for a 140-foot tower with 10 feet added for the antennas and lightning resistor.

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.

Chairperson Norbury asked Mr. Holland if it was correct that the part of the parcel to be used for the structure was next to the storage facility's outdoor RV and boat parking. Mr. Holland answered that this was correct; however, it was also adjacent to the mini-warehouses used for indoor storage. The business provided by indoor and outdoor storage. Chairperson Norbury then asked about the pad where the tower would be located, and Mr. Holland answered that they had leased a 50x50 foot area at the south end. That area would be surrounded by a security fence. Chairperson Norbury asked what the consequences would be of someone hitting the tower with an RV. Mr. Holland replied that a driver would have to go through the gate or fence and at a rather high speed.

Chairperson Norbury noted that concerns about safety were typically raised in earlier applications of this kind; and he wanted to ensure that the surroundings were managed safely. He was not sure that this would be addressed in an environment where the facility would be surrounded by large vehicles. Mr. Holland replied that these towers were designed to withstand considerable force; including 90 mph winds with half inch radial ice. The tower would have a massive concrete foundation and the base was bolted to the concrete. A vehicle hitting it would have to be large and be moving at a high speed; which would be difficult in that small area. These kinds of pole structures were widely used, including the one nearest City Hall, and this had not been an issue. The scenario Chairperson Norbury was concerned about was unlikely.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearings for Applications PL2017-142 and PL2017-143 at 5:33 p.m. and asked for discussion among the Commission members, or for a motion.

Ms. Roberts made a motion to recommend approval of Application PL2017-142, Special Use Permit for a telecommunications tower: 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff's letter of September 8, 2017, specifically Recommendation Items 1 through 4. Mr. Lopez seconded.

Chairperson Norbury asked if this approval was for a tower with a total height of 150 feet. Ms. Yendes confirmed that it was. Hearing no other questions, Chairperson Norbury called for a vote.

On the motion of Ms. Roberts, seconded by Mr. Lopez, the Planning Commission members voted by voice vote of seven "yes" and one "no" (Chairperson Norbury) to recommend **APPROVAL** of Application PL2017-142, Special Use Permit for a telecommunications tower: 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff's letter of September 8, 2017, specifically Recommendation Items 1 through 4.

Chairperson Norbury then called for a motion on Application PL2017-143.

Ms. Roberts made a motion to recommend approval of Application PL2017-143, Preliminary Development Plan: telecommunications tower, 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff's letter of September 8, 2017, specifically Recommendation Items 1 and 2. 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 Ms. Roberts, seconded by Ms. Dial, the Planning Commission members voted by voice vote of seven “yes” and one “no” (Chairperson Norbury) to recommend **APPROVAL** of Application PL2017-143, Preliminary Development Plan: telecommunications tower, 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff’s letter of September 8, 2017, specifically Recommendation Items 1 and 2.

(The foregoing is a digest of the secretary’s notes of the public hearing. The transcript may be obtained.)

**4. Application #PL2017-144 – PRELIMINARY DEVELOPMENT PLAN – Kessler Ridge at New Longview, 2nd Plat, Lots 56-87, Tracts E-G, northeast corner of Longview Blvd. and Longview Rd.; Inspired Homes, LLC, applicant**

Chairperson Norbury opened the hearing at 5:35 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Shannon Buester of Olsson Associates, gave her address as 1301 Burlington, Ste. 100, North Kansas City, Missouri. She related that this application was an amendment to the approved preliminary plat for Kessler Ridge. The first plat had already been developed and the water detention installed with this plat. Displaying the site plan, she explained that the the plan that was approved didn't show a layout for the area at the southwest corner by the roundabout. The neighbors on the south side of Longview Road were concerned about this; as they had wanted an area to serve as a buffer. The housing product type in the first plat was the traditional single-family home and they wanted a buffer at the roundabout to suggest the atmosphere of the existing TNZ neighborhood. They had held some discussions with the neighbors.

One approach involved three existing historic houses were undergoing assessments as to whether they were salvageable and what adaptive uses might be possible. One was considered in very poor shape and might be parted out for scrap to help restore the other two. The applicants had platted a lot for these two houses, planning an open space park area, which could provide the needed buffer. The garages were on the back of the cul-de-sac and faced the park on the north and Longview Road on the south. In working with staff, the applicants had originally shown the cul-de-sac functioning as more of an alley, which raised concerns about emergency vehicle access. They had widened it to the size of a traditional cul-de-sac.

The applicants were in agreement with staff's 7 Recommendation Items; however, the Traffic Impact Analysis did include a few items they wanted to discuss. First, there seemed to be some concern over the lack of on-street parking. This had not come up in the several pre-application meetings and most of the plat was traditional, 70-foot wide single-family lots. Much of the street frontage was not developed at all, some of it taken up by the historic homes and open space. The applicants did not believe on-street parking would be a problem. Concerning sidewalks, the traffic analysis' wording seem to suggest that the developers were not providing them. The cul-de-sac did not have sidewalks, because despite its size it was intended basically for use as an alley. It was intended for utility and not specifically for pedestrians. However, the houses did have sidewalks in front, as did Longview Boulevard, Redbuck and Longview Road.

Following Ms. Buester's presentation, Chairperson Norbury asked for staff comments.

Ms. Thompson entered Exhibit (A), list of exhibits 1-15 into the record. She stated that the applicant proposed a single-family subdivision, Kessler Ridge at New Longview, 2nd plat, which also served as the preliminary development plan. It was at the corner of Longview Boulevard and Longview Road, and had single-family subdivisions adjacent to the north, east and south, with the historic dairy barn buildings to the west. Zoning to the north, south and west was mostly PMIX, with a combination of R-1 and RP-1 to the east and south. The total area was 11.55 acres, with 32 lots and three common area tracts. Average density would be 2.77 units per acre including the common area and 3.03 units per acre excluding the common area. Proposed building setbacks were 20 feet for a front yard, 5 feet for side yards and a 25-foot setback for lots 56 through 77. Lots 78 through 87 had three-foot yard setbacks. The site plan showed two distinct areas. The lots to the north and east were standard single-family lots and were actually a continuation of Kessler Ridge 1st Plat. The ten lots in the southwest corner were in the transitional neighborhood category. Ms. Thompson displayed elevations of proposed homes, for the TNZ portion and the standard single-family lots, noting several design options for the TNZ portion such as front porches and stoops and detached garages. In contrast, those for the standard single-family lots.

Ms. Thompson concluded that staff considered this development compatible with adjacent land uses and appropriate for that site. The proposed design standards were consistent with those applied to single-family development at New Longview. She cited staff's seven conditions. (1) The development would be consistent with the preliminary development plan date stamped August 1, 2017. (2) The development standards would be shown on the PDP, with the same date. This included density, lot area and setbacks. (3) Architecture, building materials and colors would be as shown on the building elevations of the same date. Items 1, 2 and 3 were standard requirements for approval.

Recommendation Items 4 and 5 specified setbacks. For lots 56-77, Item 4 recommended: front yard setbacks from 20 to 25 feet; side setbacks a minimum of 5 feet and 15 feet from a side street. Rear setbacks were a minimum 25 feet. For lots 78-87, Item 5 recommended front setbacks of 20 feet, side setbacks at least 5 feet and rear setbacks at least 3 feet. Recommendation Item 6 provided that "*porches, cantilevers, roofs, roof overhangs and any and all building appurtenances may encroach a maximum of 8 feet into the front building setback.*" Recommendation Item 7 recommended the developer be responsible for constructing a white rail fence along SW Longview Road, similar to those seen in other parts of Longview Road and the New Longview development.

Ms. Thompson noted an error in staff's letter. Staff requested that Items 11 and 12 in the Codes and Ordinance section be deleted.

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.

Mr. Funk asked for clarification about where sidewalks were omitted. Ms. Buester explained that sidewalks were used throughout except around the cul-de-sac. It actually functioned as an alley. Ms. Buester pointed out the very narrow setbacks with garages backing up to the cul-de-sac. The driveways were very short, about 8 feet; so sidewalks would essentially route

pedestrians into driveways close to the back of a garage. Mr. Funk replied that every house had a garage that cars pulled out of and he assumed they would have sidewalks as well as an area for children to play after they rode out of the garage. Ms. Buester pointed out that in a traditional subdivision with a garage in front, they would have a setback as much as 30 feet. In New Longview, the driveways backed into alleys and driveways could not be very long. With an 8-foot driveway a car could back into a sidewalk very quickly.

Ms. Roberts asked to see where on-street parking would be allowed. Mr. Park explained that the parking would have to be a minimum distance back from a stop sign or anywhere parking would be restricted, such as a fire hydrant. He pointed out the stretches on Redbuck, Merriam Drive and Edwards Drive. Parking would not be allowed along Longview Boulevard, Longview Road and the cul-de-sac. Ms. Roberts then asked where the white rail fence on Longview would be in relation to the sidewalk, and what material it would be. Ms. Thompson answered that it was a continuation of the fence along Longview, and staff had not received any details about placement. Mr. Todd Lipshutz of Inspired homes explained that the existing fence was installed when Kessler Ridge Phase 1 was developed and would sit at the back edge of the right-of-way. Ms. Buester clarified that the sidewalk was in the right-of-way and the fence ran along the right-of-way. The expanse of fence would have gaps for residents to access the sidewalk.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:50 p.m. and asked for discussion among the Commission members.

Ms. Roberts was concerned about the parking, noting that people often used their garages for storage and parked cars outside. Chairperson Norbury noted that this was what was asked for,, and was the arrangement elsewhere in the Longview development; and no problems had been reported. Ms. Roberts noted that teenagers had extra cars and she was concerned about where the overflow would go, especially with no on-street parking allowed on Longview Road or Longview Boulevard.

Ms. Dial remarked that in New Longview diagonally across from the roundabout were several houses that had no on-street parking. Further down on Longview parallel parking was available at turn-outs. She did not like the idea of five houses in a row fronting a street with no parking. Ms. Roberts remarked that people were likely to park in the cul-de-sac.

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

Mr. Funk made a motion to recommend approval of Application PL2017-144, Preliminary Development Plan: Kessler Ridge at New Longview, 2nd Plat, Lots 56-87, Tracts E-G, northeast corner of Longview Blvd. and Longview Rd.; Inspired Homes, LLC, applicant; subject to staff's letter of September 8, 2017, excluding items 11 and 12 in the Codes section. Mr. Lopez seconded.

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

On the motion of Mr. Funk, seconded by Mr. Lopez, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2017-144, Preliminary

Development Plan: Kessler Ridge at New Longview, 2nd Plat, Lots 56-87, Tracts E-G, northeast corner of Longview Blvd. and Longview Rd.; Inspired Homes, LLC, applicant; subject to staff's letter of September 8, 2017, excluding items 11 and 12 in the Codes section.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

**5. Application #PL2017-153 – REZONING** from AG to PI – Tailor Made Landing, 1600 SE Hamblen Rd.; Nolte & Associates, applicant

Chairperson Norbury opened the hearing and announced that Application PL2017-153 was being continued to a date certain of September 26, 2017 at staff's request. He asked for a motion to continue.

Mr. Funk made a motion to continue Application PL2017-153 to a date certain of September 26, 2017. Ms. Roberts seconded.

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

On the motion of Mr. Funk, seconded by Ms. Roberts, the Planning Commission members voted unanimously by voice vote to **CONTINUE** Application PL2017-153 to a date certain of September 26, 2017.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

## **OTHER AGENDA ITEMS**

**6. Discussion – proposed amendment to Planning Commission bylaws**

Mr. Soto stated that the proposed change moved the public comment section up to in front of approval of the consent agenda. At a recent meeting a resident had questions about a consent agenda item but could not bring this up until the public comments period. Ms. Roberts commended staff for following this up so quickly. There were no objections to the change. He noted some 'clean up' language regarding titles of departments. Chairperson Norbury stated that this would be voted on at the next meeting.

## **PUBLIC COMMENTS**

There were no public comments at the meeting.

## **ROUNDTABLE**

There were no Roundtable items at the meeting.

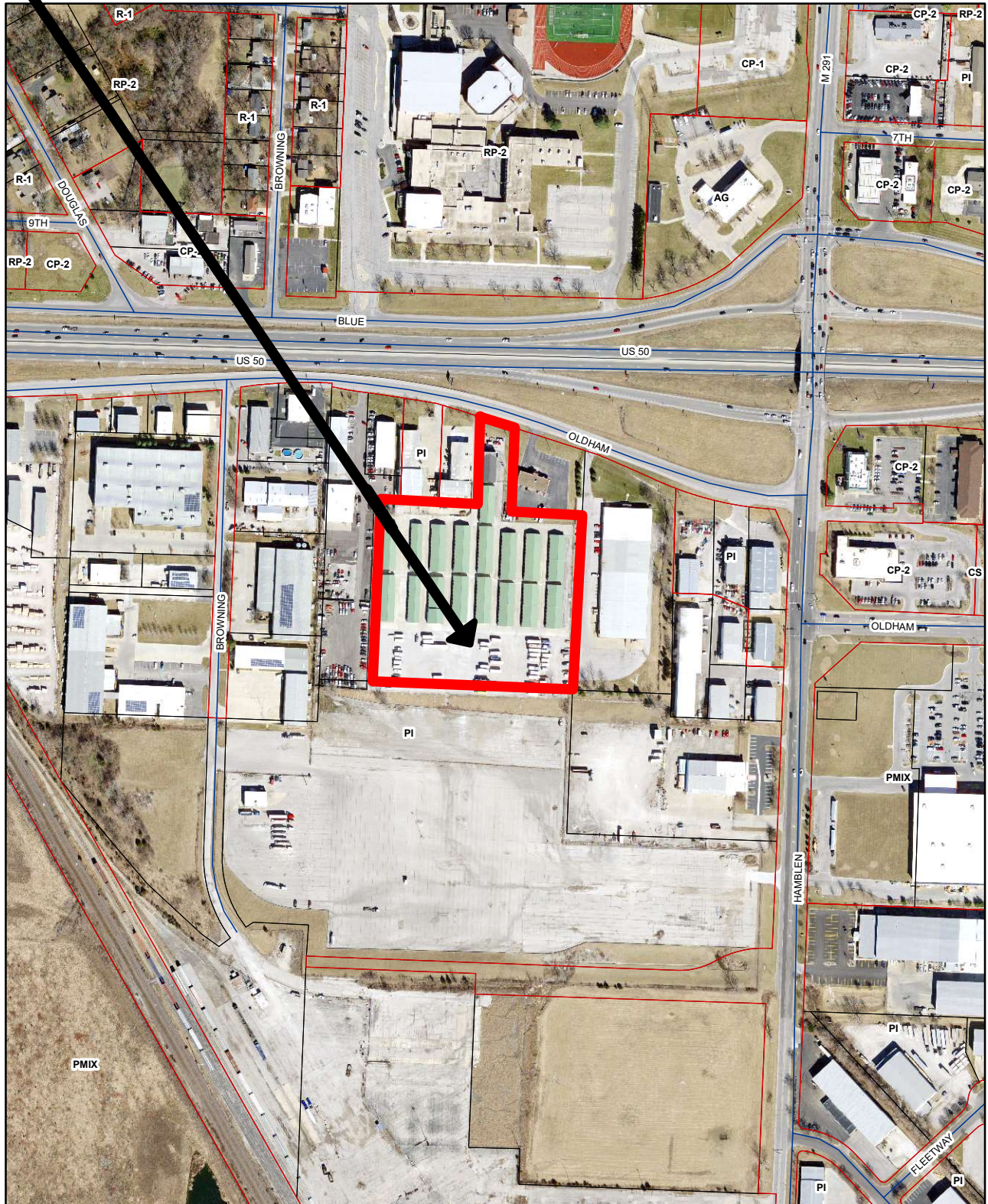
## **ADJOURNMENT**

There being no further business, Chairperson Norbury adjourned the meeting at 6:10 p.m.

PC 091217



# Appl. #PL2017-142 – SPECIAL USE PERMIT Telecommunication Tower, 465 SE Oldham Pkwy; Skyway Towers, applicant





# City of Lee's Summit

## Development Services Department

September 8, 2017

TO: Planning Commission  
CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services JRS -  
PREPARED BY: Shannon McGuire, Planner  
RE: **CONTINUED PUBLIC HEARING – Appl. #PL2017-142 – SPECIAL USE PERMIT for a telecommunication tower – 465 SE Oldham Pkwy; Skyway Towers, applicant**

### Commentary

This application is for a new monopole telecommunication tower located at 465 SE Oldham Pkwy. This site is zoned PI (Planned Industrial) and is developed as a mini-warehouse storage facility. The telecommunication tower will be enclosed within a 50' x 50' fenced area immediately south of the storage buildings. The tower will be accessed through the storage facility.

Three modifications have been requested for this application. Modifications to the tower appearance and landscaping requirements have been requested and are staff supported. The third modification request is to the tower setback requirement. Plans provided by the applicant depict a 150-foot tower that complies with all tower setback requirements; however, the applicant requests a modification to allow a 160-foot tower that does not meet the tower setback requirement. Staff does not support this modification request.

A preliminary development plan application (Appl. #PL2017-143) for the tower site layout has been submitted and is also on this agenda for consideration.

No time limitation for the special use permit is established as part of this approval due to §67.5094 R.S.Mo., Subpart 14. This statute lists "Prohibited Acts by Authority" which states: *In order to ensure uniformity across the state of Missouri with respect to the consideration of every application, an authority shall not: Limit the duration of the approval of an application.*

### Recommendation

Staff recommends **APPROVAL** of the special use permit, subject to the following:

1. A modification shall be granted to the requirement that the tower be painted, to allow the tower to be galvanized as shown on the plans.
2. A modification shall be granted to the requirement that landscaping be planted to screen the view of the tower base and accessory structures/equipment, to allow that no landscaping be planted around the perimeter of the tower.
3. To comply with the requirements of the UDO, the tower shall maintain setbacks from all property lines a distance at least equal to the height of the tower as measured from the base of the structure to its highest point.
4. Approval of the special use permit is contingent upon approval of the preliminary development plan (Appl. #PL2017-143), for the telecommunication tower.

## Project Information

**Proposed Use:** 150-foot or 160-foot monopole wireless communications facility

**Zoning:** PI (Planned Industrial District)

**Land Area:** 292,414.97 square feet (6.71 acres)

**Site Area:** 50' x 50' fenced area

**Location:** 465 SE Oldham Pkwy (Lot 1, *Browning Industrial Park East BLK.G*)

**Surrounding zoning and use:**

**North (across SE Oldham Pkwy):** US 50 Hwy

**South:** PI (Planned Industrial District) - Office/warehouse under construction

**East:** PI (Planned Industrial District) - Office/warehouse

**West:** PI (Planned Industrial District) - Office/warehouse

## Background

- April 7, 1992 – The City Council accepted the final development plan (Appl. #1992-100) for Safety Mini Storage.
- May 4, 2000 – The City Council granted a special use permit (Appl. #1999-061) to operate a mini-storage facility for a period of 25 years, by Ord. #4960.

## Analysis of the Special Use Permit

**Ordinance Requirement.** Under the Unified Development Ordinance (UDO), a special use permit is required for new telecommunication towers. The request is for a new monopole telecommunication tower located at 465 SE Oldham Pkwy. The monopole will be enclosed within a 50' x 50' fenced area and will be accessed from SE Oldham Pkwy through the existing mini-warehouse storage facility.

**Tower Appearance.** Modification requested. Staff **supports** granting the modification.

- Required – A telecommunication tower shall be painted a neutral color so as to reduce visual obtrusiveness, subject to any applicable standards of the FAA.
- Proposed – The applicant proposes an unpainted galvanized pole.
- Recommended – Staff recommends approval of the unpainted galvanized pole. A painted pole creates additional unneeded maintenance issues.

**Landscaping.** Modification requested. Staff **supports** granting the modification.

- Required – A tower facility shall be landscaped to provide a buffer of plant materials that effectively screen the view of the tower base and accessory structures from adjacent property.
- Proposed – No landscaping is proposed around the perimeter of the tower. The proposed tower location is located a little over 550 feet to the nearest public right-of-way (SE Oldham Pkwy to the north of the property). The tower site is located within an existing development and is fully covered by impervious surface.
- Recommended – Staff supports granting the modification. The proposed location of this tower is set back within this site far enough that existing buildings shall provide adequate screening of the base from any public view.

**Tower Setback.** Modification requested. Staff does **not support** the requested modification.

- Required – No new tower shall be constructed without setbacks from all property lines a distance equal to the height of the tower as measured from the base of the structure to its highest point or as otherwise authorized by the Governing Body in approval of the special use permit.
- Proposed – The plans submitted to the City, and included as an attachment to the staff report, depict a proposed 150-foot tower with a 150' setback from the south property line. The north, east and west setbacks are 314', 183' and 371', respectively. Said plans comply with the tower setback requirements.

However, the applicant requests a modification to allow a taller 160-foot tower with only a 150' setback from the south property line versus the required 160' setback. The taller tower would comply with the required setbacks from the north, east and west property lines.

- Recommended – Staff does not support the modification request to allow a 150' setback for a 160-foot tower. The applicant has submitted plans demonstrating the ability to meet the required 150' setback for a 150-foot tower while still maintaining functionality of the tower and tower site.

**Surrounding Uses.** The site is located at 465 SE Oldham Pkwy on the existing StorageMart self-storage development. The property is surrounded on the east, south and west by Planned Industrial districts. To the north across SE Oldham Pkwy is US 50 Highway. The nearest residential property, Roseland Heights, is located across US 50 Highway, approximately 1200 feet to the northwest of the tower site.

**Time Period.** No time limitation for the special use permit is established as part of this approval due to §67.5094 R.S.Mo., Subpart 14. This statute lists "Prohibited Acts by Authority" which states: *In order to ensure uniformity across the state of Missouri with respect to the consideration of every application, an authority shall not: Limit the duration of the approval of an application.*

### **Code and Ordinance Requirements**

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

#### **Fire**

1. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to the safety of fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code.

#### **Planning**

2. The security fencing will be reviewed with the building permit and will require engineered drawings.
3. A structural analysis report, liability insurance, and FAA registration shall be submitted as part of the final development plan submittal.

#### **Attachments:**

1. Preliminary Development Plan, date stamped August 1, 2017 — 5 pages
2. Narrative submitted by applicant describing the facility, dated June 27, 2017 —2 pages

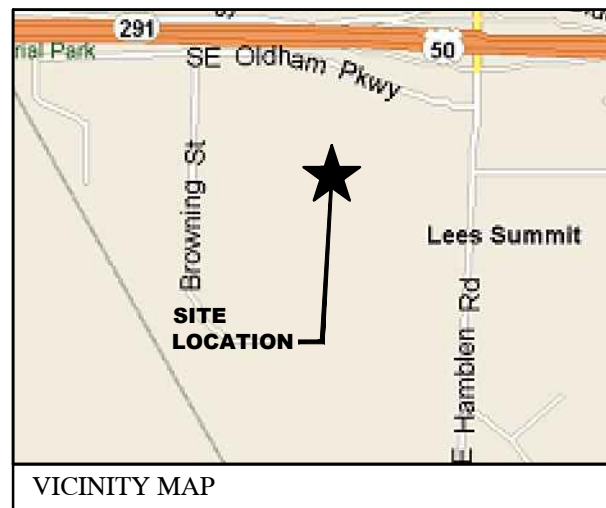
3. Photos of surrounding properties — 5 pages
4. Photo simulations of the proposed tower as it would be viewed — 3 pages
5. Site Justification Plan, date stamped June 30, 2017— 4 pages
6. Tower Setback Modification Request, date stamped September 7, 2017 – 2 pages
7. Towers in Lee's Summit Table—3 pages
8. Location Map



AREIAL MAP



AREA MAP



VICINITY MAP

FROM I-470 TURN RIGHT (SOUTH-EAST) ONTO NW BLUE PKWY, TURN RIGHT (WEST) ONTO NW CHIPMAN RD, TAKE RAMP (LEFT) ONTO US-50 E / SEDALIA, KEEP RIGHT ONTO RAMP HAMBLEN RD / 291 NORTH / INDEPENDENCE, TURN RIGHT (SOUTH) ONTO SE HAMBLEN RD, THEN IMMEDIATELY TURN RIGHT (WEST) ONTO SE OLDHAM PKWY, TURN LEFT (SOUTH) ONTO LOCAL ROAD(S) TO SITE LOCATION.

DRIVING DIRECTIONS



## SE BLUE PKWY/A5C0464A SE BLUE PKWY/MO-07000

### SITE ADDRESS

465 SE OLDHAM PKWY  
LEE'S SUMMIT, MISSOURI 64081  
JACKSON COUNTY  
LATITUDE: 38° 54' 02.60" (38.900722) N  
LONGITUDE: 94° 21' 57.80" (94.366056) W  
TAX/PIN #: 61-500-04-49-01-0-00-000  
ZONING: CITY OF LEE'S SUMMIT  
RFDS CONFIGURATION: TBD  
RFDS DATE: TBD



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Call before you dig.  
[www.call811.com](http://www.call811.com)

**MUNICIPALITY:**  
LEE'S SUMMIT

**STATE:**  
MISSOURI

**TOWER TYPE:**  
MONOPOLE

**TOWER HEIGHT:**  
140'-0" (150' TO HIGHEST APPURTENANCE)

**NUMBER OF CARRIERS:**  
0 EXISTING, 1 PROPOSED

**USE:**  
PROPOSED TELECOMMUNICATIONS TOWER  
AND UNMANNED EQUIPMENT

**CONSULTANT:**  
SSC, INC.  
9900 WEST 109TH STREET, SUITE 300  
OVERLAND PARK, KANSAS 66210  
PHONE: (913) 438-7700  
FAX: (913) 438-7777  
ATTN.: JEFF KONKEL

PROJECT SUMMARY

**DEVELOPER**  
SKYWAY TOWERS, LLC  
3637 MADACA LANE  
TAMPA, FL 33618  
PHONE: 813-960-6200  
ATTN: CARRIE TORREY

**POWER COMPANY**  
KCP&L

**TELEPHONE COMPANY**  
AT&T

**CIVIL ENGINEERING FIRM**  
LOVELACE & ASSOCIATES  
929 SE 3RD STREET  
LEE'S SUMMIT, MISSOURI 64063  
PHONE: (816) 347-9997  
FAX: (816) 347-9979

**PROPERTY OWNER**  
NEW TKG-KC, LLC  
A MISSOURI LIMITED LIABILITY COMPANY

CONTACTS

SHEET	DESCRIPTION	REV.	ENG.
T1	COVER SHEET	B	SC/E
CIVIL	SURVEY BY OTHERS		
C-1.0	OVERALL SITE PLAN	B	SC
C-1.1	ENLARGED SITE PLAN	B	SC
C-2.0	EQUIPMENT ELEVATIONS & ANTENNA PLAN	B	SC
C-2.1	SITE SIGNAGE DETAILS	B	SC
C-3.0	COMPOUND FENCE DETAILS	B	SC

### SHEET INDEX

T-MOBILE PROJECT MANAGER	DATE
SKYWAY TOWERS PROJECT MANAGER	DATE
APPROVALS	

CARRIER:

T-Mobile

PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777  
SSC

ENGINEERING LICENSE:

STATE OF MISSOURI  
STATE CERTIFICATE OF AUTHORIZATION # EF  
ENGINEER: PER:  
MLO MICHAEL L OWENS E-29174 STRUCTURAL/CIVIL SC  
KV KEVIN VANMAELE E-29174 STRUCTURAL/CIVIL SC  
REJ ROBERT E. JEFFERS E-29174 STRUCTURAL/CIVIL SC  
TMS TERRY M. SUPER E-18521 ELECTRICAL E  
SDK SHELLY D. KEISLING E-27323 ELECTRICAL E

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SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:

SE BLUE PKWY  
MO-07000

CARRIER NAME & SITE NUMBER

SE BLUE PKWY  
A5C0464A

SITE ADDRESS:

465 SE OLDHAM PKWY  
LEE'S SUMMIT, MISSOURI  
64081

SHEET DESCRIPTION:

COVER SHEET

SHEET NUMBER:

T1



MO-07000 / SE BLUE PKWY  
PART OF THE SE 1/4, SECTION 8, T47N, R31W,  
IN JACKSON COUNTY, MISSOURI

PROPERTY DESCRIPTION: LEASE AREA (AS SURVEYED)

A 50 foot by 50 foot Lease Area, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, more particularly described as follows:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 157.02 feet to the POINT OF BEGINNING; thence continuing North 87°27'55" West, a distance of 50.00 feet; thence North 02°32'05" East, a distance of 50.00 feet; thence South 87°27'55" East, a distance of 50.00 feet; thence South 02°32'05" West, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,500 square feet.

PROPERTY DESCRIPTION: NON-EXCLUSIVE ACCESS/UTILITY EASEMENT (AS SURVEYED)

A 20 foot wide Access/Utility Easement, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 157.02 feet to the POINT OF BEGINNING of said centerline; thence North 02°23'44" East, a distance of 70.83 feet; thence North 87°46'34" West, a distance of 130.91 feet; thence North 02°22'50" East, a distance of 550.78 feet to the South Right of Way line of SE OLDHAM PKWY (Public Right of Way) and the POINT OF TERMINATION.

PROPERTY DESCRIPTION: NON-EXCLUSIVE UTILITY EASEMENT (AS SURVEYED)

A 10 foot wide Access/Utility Easement, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 147.02 feet; thence North 02°23'44" East, a distance of 55.63 feet to the POINT OF BEGINNING of said centerline; thence South 87°46'34" East, a distance of 136.85 feet to the POINT OF TERMINATION.

Notes:

Bearings shown hereon are referenced to Grid North of the Missouri State Plane Coordinate System of 1983 (NAD 83), (2011 ADJ.), West Zone. Obtained by static GPS observations and Rinx File submittals for NGS Opus solutions.

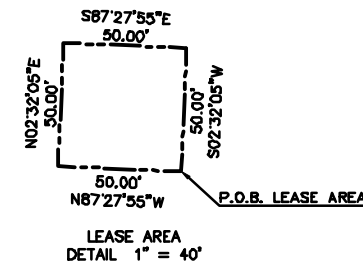
Vertical Datum = NAVD88 using GEOID12B

The purpose of this survey is to establish and describe a Lease Area and associated Easements. This is not a boundary survey of the Parent Parcel.

The utilities as shown on this drawing were developed from the information available (existing utility maps, aboveground observations and/or surface markings placed on the ground by the utility company or a representative thereof). This company has made no attempt to excavate or go below surface to locate utilities and does not extend or imply a guaranty or warranty as to the exact location of or complete inventory of utilities in this area. It shall be the contractor's responsibility to verify the location and depth of all utilities (whether shown or not) prior to excavation or construction and to protect said utilities from damage.

PROPERTY LEGEND

FOUND CORNER	○
RIGHT OF WAY	R/W
CENTERLINE	C/L
POINT OF BEGINNING	P.O.B.
POINT OF TERMINATION	P.O.T.
ACCESS/UTILITY EASEMENT	AMU/E
UTILITY EASEMENT	U/E
NON-EXCLUSIVE	N-E



LEGEND

POWER POLE	○ PP
TELEPHONE PEDESTAL	○ TP
ANCHOR	∩
ELECTRIC METER	○ EM
WATER METER	○ WM
GAS METER	○ GM
WATER SPOUT	∞ WS
FIRE HYDRANT	∞ FH
SIGN	—
AC UNIT	□ A/C
GATE POST	· GP
GUARD POST	· G
ACCESS PAD	· AP
MANHOLE (SAN., STORM, TEL.)	⊙
PROPOSED TOWER	△
FENCE	— X —
OVERHEAD POWER LINE	— OHP —
BENCHMARK	⊕
CONTROL POINT	△

PROPOSED CELL TOWER DATA  
Center of Tower  
Lat 38°54'02.60" North  
Long 94°21'57.80" West  
Ground Elevation = 1037ft

BENCH MARK  
Top of 1/2" Iron Bar w/  
Control Cap at CP-1  
Elevation = 1044.28ft

PROPERTY DESCRIPTION: Parent Parcel as Provided

LOT 1, BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TAX ID NO: 61-500-04-49-01-0-00-000

NOTE: The parent parcel graphically shown hereon, in full or in part, is the same as that described above.  
Property information shown hereon was provided by Old Republic Insurance Group, Order No. 01-18089856-DIS, dated 10-07-2016.  
Schedule B-II Information:

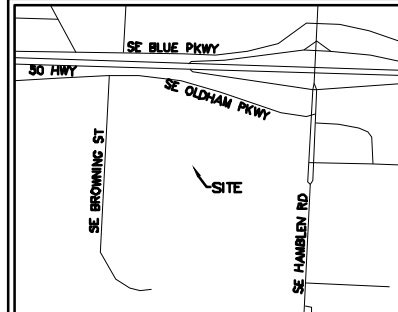
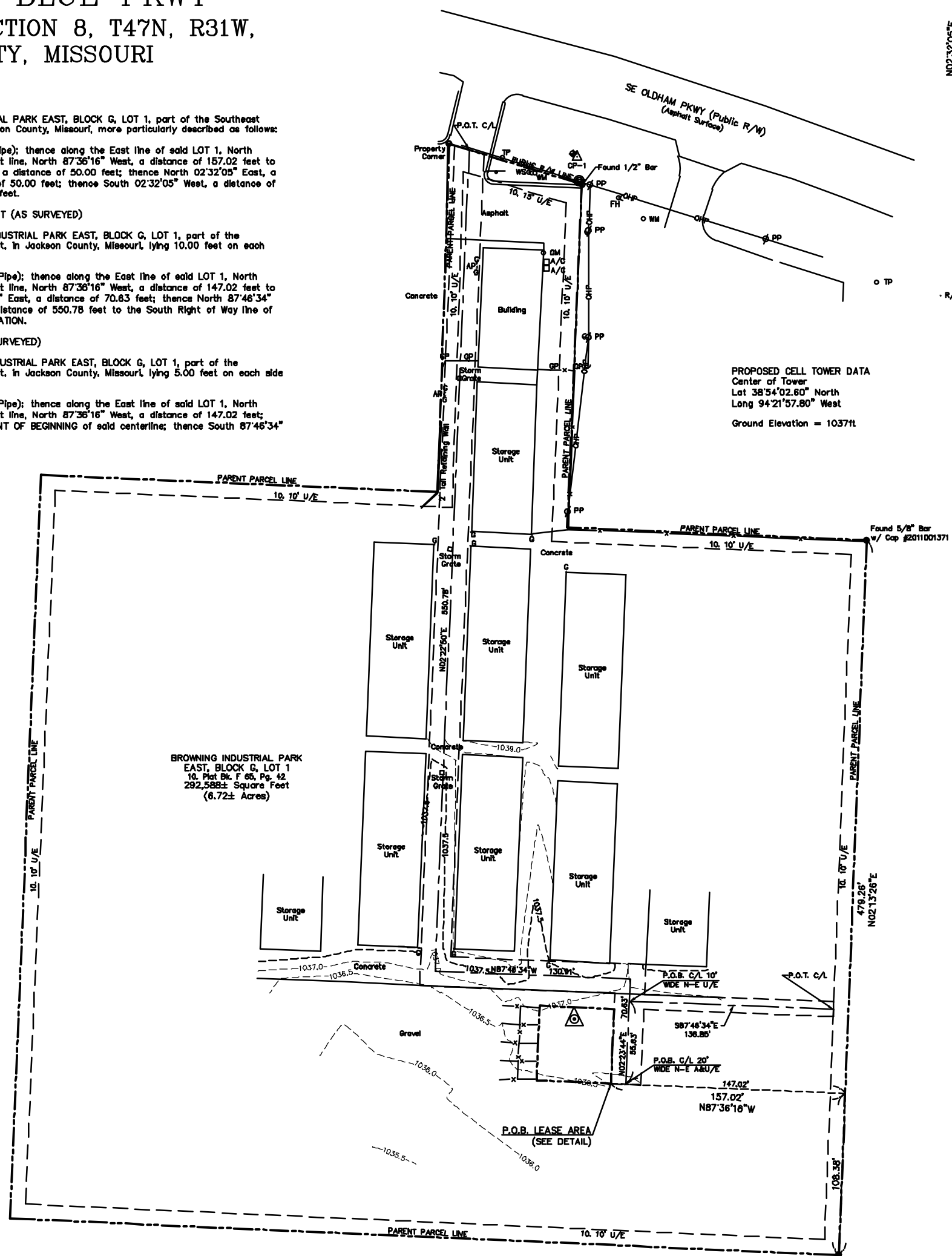
- (1) A FUTURE ADVANCE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FUTURE FILING, TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED BELOW AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF: AMOUNT: \$80,000,000.00 TRUSTOR: NEW TKG-KC, LLC BENEFICIARY: WELLS FARGO BANK, N.A. DATED: 11/21/2014 RECORDED: 11/24/2014 DOC# 2014E0087890 (Not the type to be depicted hereon)
  - (2) UNIFORM COMMERCIAL CODE INSTRUMENT EXECUTED BY NEW TKG-KG, LLC, DEBTOR, IN FAVOR OF WELLS FARGO BANK, NATIONAL ASSOCIATION, CREDITOR, RECORDED 11/24/2014, AS INSTRUMENT NO. 2014E0097891 OF JACKSON COUNTY RECORDS. (Not the type to be depicted hereon)
  - (3) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, LOT 4", AS RECORDED IN PLAT BOOK I 36, PAGE(S) 29 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (4) UTILITY EASEMENT AND RESERVATIONS AND COVENANTS AS SHOWN AND RESERVED IN DEED, RECORDED 01/10/1978 AS BOOK I 816, PAGE 1877 OF JACKSON COUNTY RECORDS. (Document is subsequent to current plat and therefore not shown hereon)
  - (5) UTILITY EASEMENT AS RESERVED IN DEED, RECORDED 06/12/1978, AS BOOK I 852, PAGE 1181 OF JACKSON COUNTY RECORDS. (Document is subsequent to current plat and therefore not shown hereon)
  - (6) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, LOT 6", AS RECORDED IN PLAT BOOK I 36, PAGE(S) 90 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (7) PLAT ENTITLED "RESURVEY OF BROWNING INDUSTRIAL PARK EAST, BLOCKS A, B, C & D", AS RECORDED IN PLAT BOOK I 40, PAGE(S) 118 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
- NOTE: TRATIFICATION OF PLAT OF RESURVEY OF BROWNING INDUSTRIAL PARK EAST BLOCKS A, B, C & D, AS RECORDED IN PLAT BOOK I 1336, PAGE(S) 2134 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
- (9) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, BLOCK E", AS RECORDED IN PLAT BOOK I 42, PAGE(S) 30 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (10) PLAT ENTITLED "MINOR PLAT, BROWNING INDUSTRIAL PARK EAST", AS RECORDED IN PLAT BOOK F 65, PAGE(S) 42 OF JACKSON COUNTY RECORDS. (Shown hereon)

CERTIFICATION:

I HEREBY CERTIFY THAT A SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

JEFFREY B. LOVELACE MO-LS2580  
DATE: \_\_\_\_\_

08-11-17: REV. PER COMMENTS  
11-08-16: REV. PER COMMENTS  
11-03-16: ADDED TITLE AND A/E

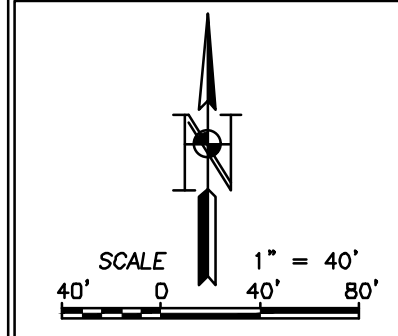


LOVELACE & ASSOCIATES  
Land Surveying - Land Planning  
Telecommunications Surveys  
929 SE 3rd Street Lee's Summit, Missouri 64063  
Phone: (816) 347-9977 Fax: (816) 347-9979

SURVEY COORDINATED BY:  
LOVELACE AND ASSOCIATES, LLC  
P.O. BOX 68,  
LEE'S SUMMIT, MO 64063  
TELEPHONE: 816-347-9997  
FAX: 816-347-9979

SURVEY PROVIDED BY:  
LOVELACE AND ASSOCIATES, LLC  
P.O. BOX 68,  
LEE'S SUMMIT, MO 64063  
TELEPHONE: 816-347-9997  
FAX: 816-347-9979

SURVEY PROVIDED FOR:  
SKYWAY TOWERS, LLC  
3637 MADACA LANE,  
TAMPA, FL 33618  
TELEPHONE: 813-960-6200

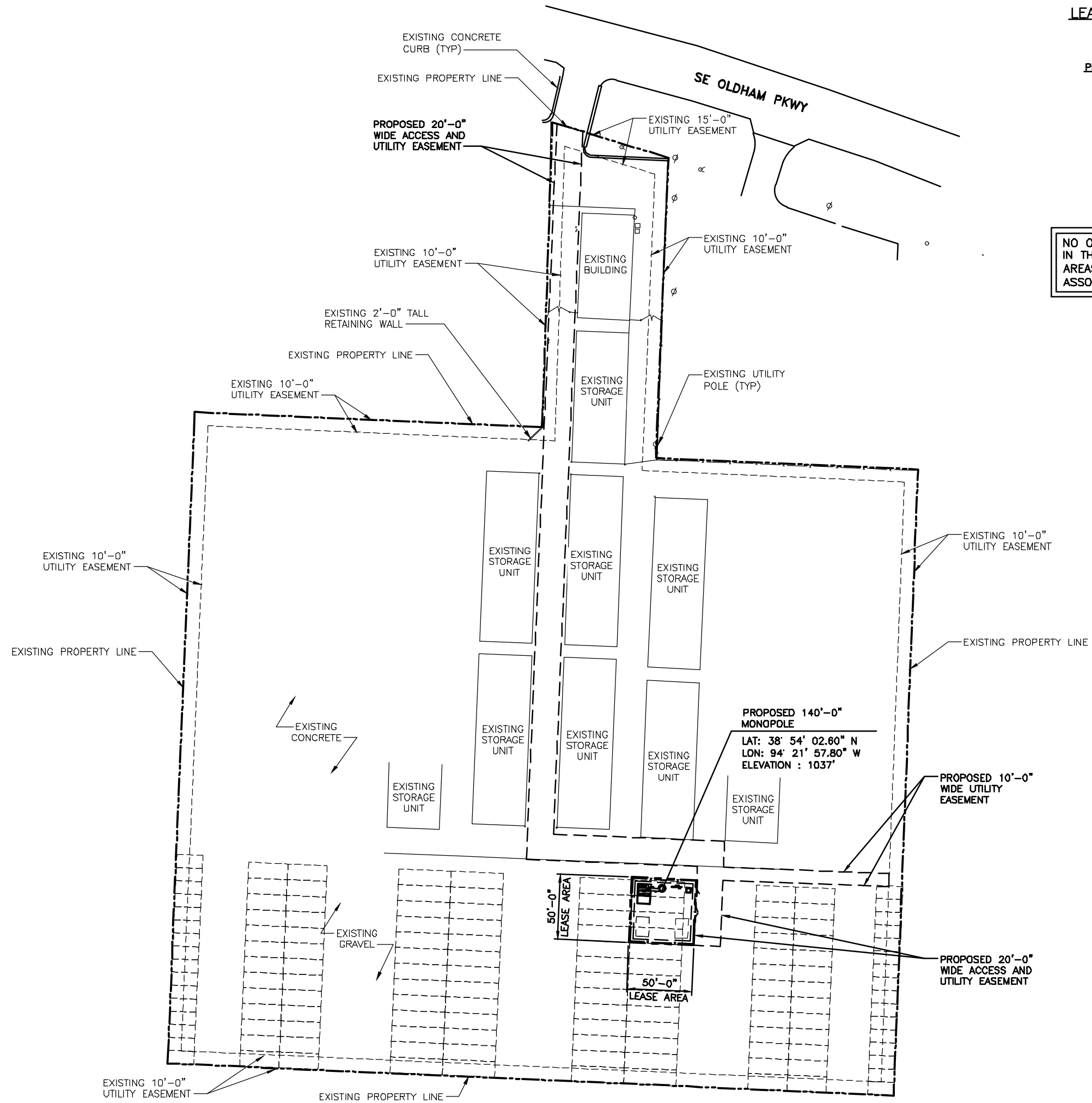


FLOOD NOTE:  
According to my interpretations of Community Panel No. 2909500313F of the Flood Insurance Rate Map for Jackson County, Missouri, dated 08-29-2006, the subject property is in Flood Zone "X", i.e. "areas determined to be Outside the 0.2% annual chance floodplain".



SITE I.D.: MO-07000  
SITE NAME: SE BLUE PKWY  
SITE LOCATION:  
485 SE OLDHAM PKWY,  
LEE'S SUMMIT, MO 64081  
LA PROJECT NO.: 16392  
DRAWN BY: A.C.T.  
CHECKED BY: J.B.L.  
DATE: 10-25-16  
FIELDWORK DATE: 10-21-16

SHEET NUMBER  
1 OF 1



**LEASE AREA & EASEMENT NOTES:**

LEASE AREA = 0.06 ACRES

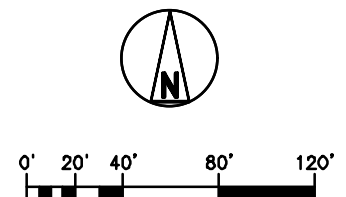
**PROPOSED CLEAR & GRUB REMOVAL LIMITS:**

50'-0" x 50'-0" LEASE BOUNDARY  
10' WIDE FOR UTILITY EASEMENT

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	329'-0"
SOUTH	150'-0"
EAST	183'-0"
WEST	372'-0"

NO OIL OR GAS WELLS HAVE BEEN OBSERVED IN THE PROPOSED LEASE OR EASEMENT AREAS PER THE SURVEY (LOVELACE & ASSOCIATES #16392). SEE PREVIOUS SHEET.

OVERALL SITE PLAN



CARRIER: \_\_\_\_\_



PLANS PREPARED FOR: \_\_\_\_\_



PLANS PREPARED BY: \_\_\_\_\_

9900 West 109th Street, Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777

**ENGINEERING LICENSE:**

STATE OF MISSOURI

STATE CERTIFICATE OF AUTHORIZATION # EF \_\_\_\_\_

ENGINEER:	PER#:	DISCIPLINE:	STATUS:
MLO MICHAEL L. OWENS	E-2220	STRUCTURAL/CIVIL	SC
KV KEVIN VANMAELE	E-2220	STRUCTURAL/CIVIL	SC
REJ ROBERT E. JOHNSON	E-2220	STRUCTURAL/CIVIL	SC
TMS THOMAS M. SMITH	E-18521	ELECTRICAL	E
SDK SHELDON D. KEISLING	E-27323	ELECTRICAL	E

**DRAWING NOTICE:**

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**SUBMITTALS**

DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:

**SE BLUE PKWY  
MO-07000**

CARRIER NAME & SITE NUMBER

**SE BLUE PKWY  
A5C0464A**

SITE ADDRESS:

465 SE OLDHAM PKWY  
LEE'S SUMMIT, MISSOURI  
64081

SHEET DESCRIPTION:

**OVERALL SITE PLAN**

SHEET NUMBER:

**C-1.0**

1 NOTE:  
 CONTRACTOR TO PROVIDE "KNOX BOX" 3200  
 SERIES RAPID ENTRY SYSTEM IN ASSOCIATION  
 WITH THE CITY OF LEE'S SUMMIT FIRE DEPT.  
 CONTACT ASSISTANT FIRE MARSHALL JIM EDEN  
 AT (816) 969-1303.

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:

STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-2312 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-2312 STRUCTURAL/CIVIL SC  
 REJ ROBERT E. JENSEN E-2312 STRUCTURAL/CIVIL SC  
 TMS TERRY M. SUPER E-18521 ELECTRICAL E  
 SDK SHELDON D. KEISLING E-27323 ELECTRICAL E

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 OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:

SE BLUE PKWY  
 MO-07000

CARRIER NAME & SITE NUMBER

SE BLUE PKWY  
 A5C0464A

SITE ADDRESS:

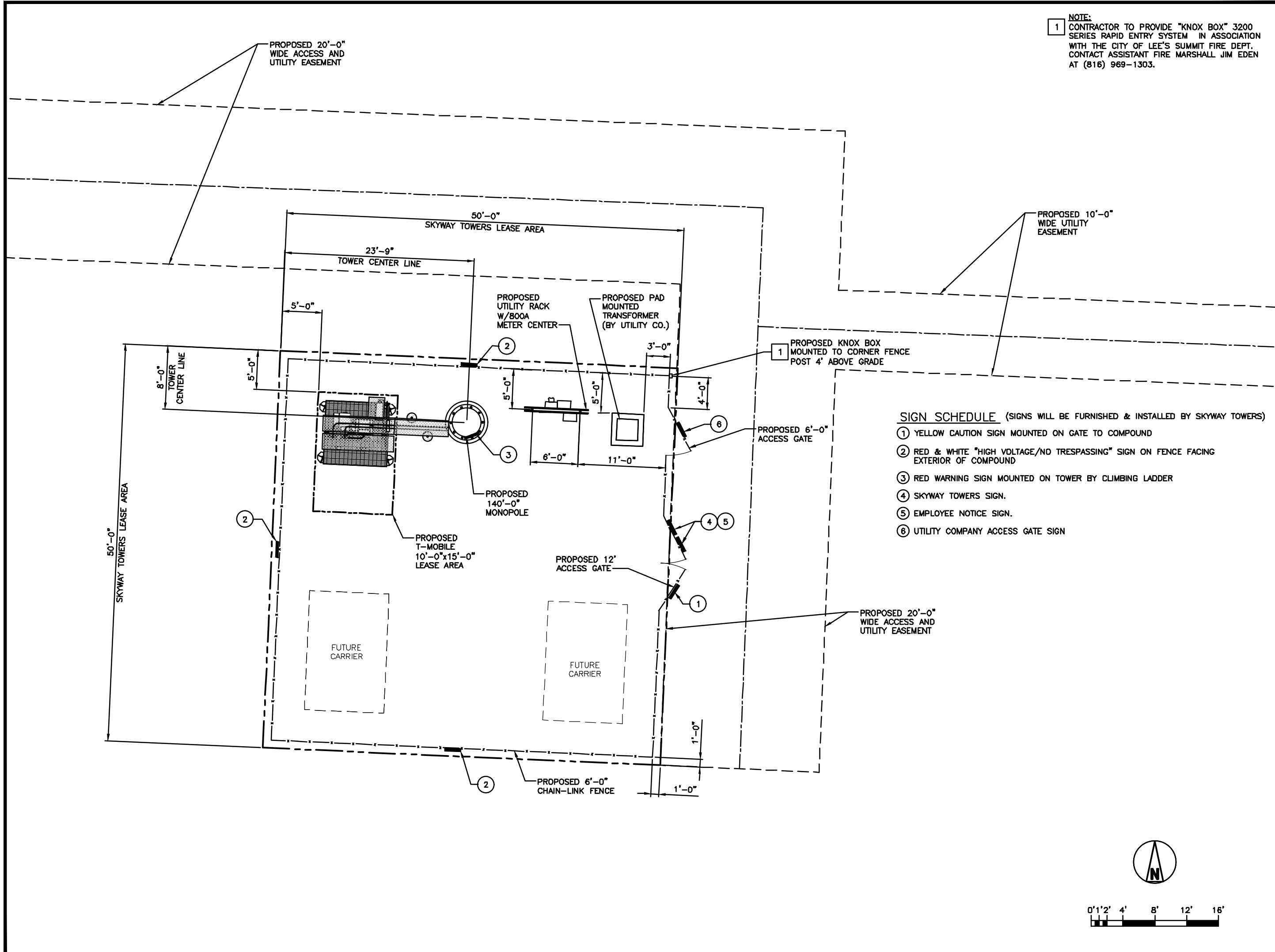
465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:

ENLARGED SITE PLAN

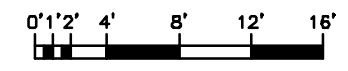
SHEET NUMBER:

C-1.1

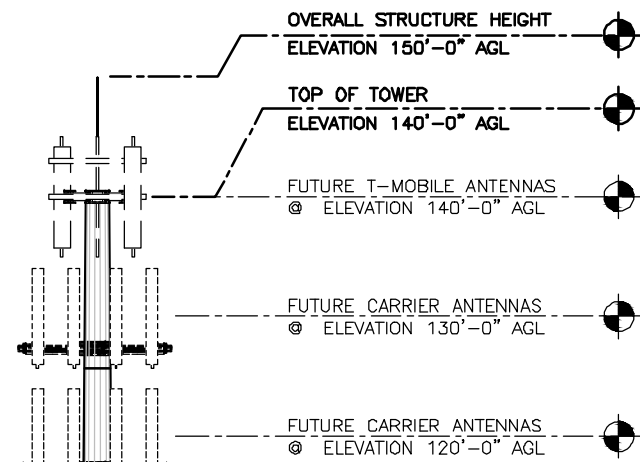


SIGN SCHEDULE (SIGNS WILL BE FURNISHED & INSTALLED BY SKYWAY TOWERS)

- ① YELLOW CAUTION SIGN MOUNTED ON GATE TO COMPOUND
- ② RED & WHITE "HIGH VOLTAGE/NO TRESPASSING" SIGN ON FENCE FACING EXTERIOR OF COMPOUND
- ③ RED WARNING SIGN MOUNTED ON TOWER BY CLIMBING LADDER
- ④ SKYWAY TOWERS SIGN.
- ⑤ EMPLOYEE NOTICE SIGN.
- ⑥ UTILITY COMPANY ACCESS GATE SIGN





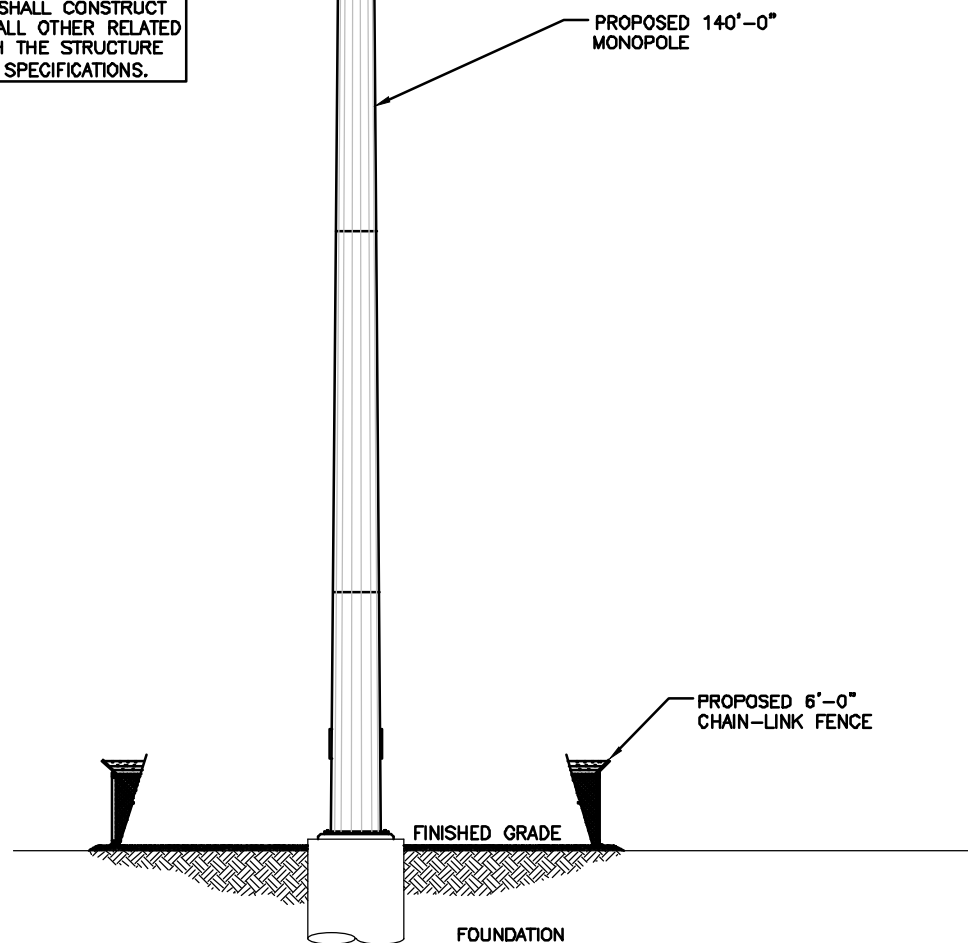


**NOTE:**

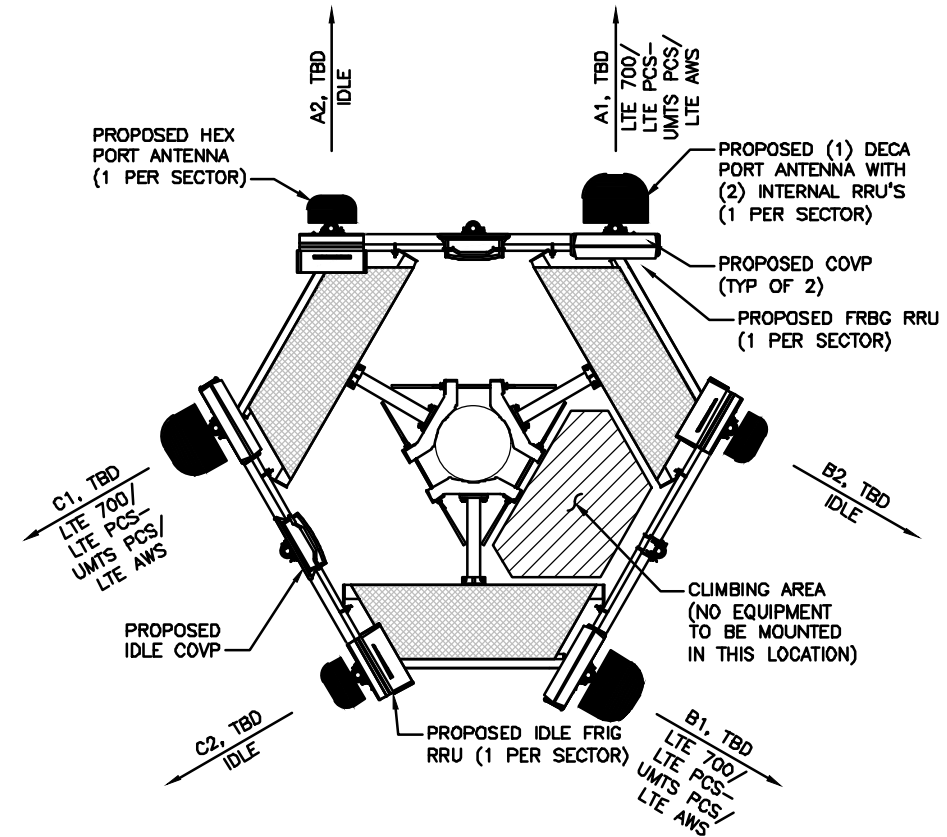
1. ALL TOWER INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY, AND MAY DIFFER FROM THE FINAL DESIGN PROVIDED BY THE TOWER MANUFACTURER. THE CONTRACTOR SHALL CONSTRUCT THE TOWER, GUY WIRES, FOOTINGS, AND ALL OTHER RELATED COMPONENTS IN ACCORDANCE WITH THE TOWER MANUFACTURER'S DRAWINGS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL DOCUMENT THE AS-BUILT CONDITION OF THE TOWER.

**NOTE:**  
ALL INFORMATION ON THIS PAGE IS PROVIDED BY SKYWAY TOWERS AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE SKYWAY TOWERS CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, MOUNT, AND COAX CABLE INFORMATION.

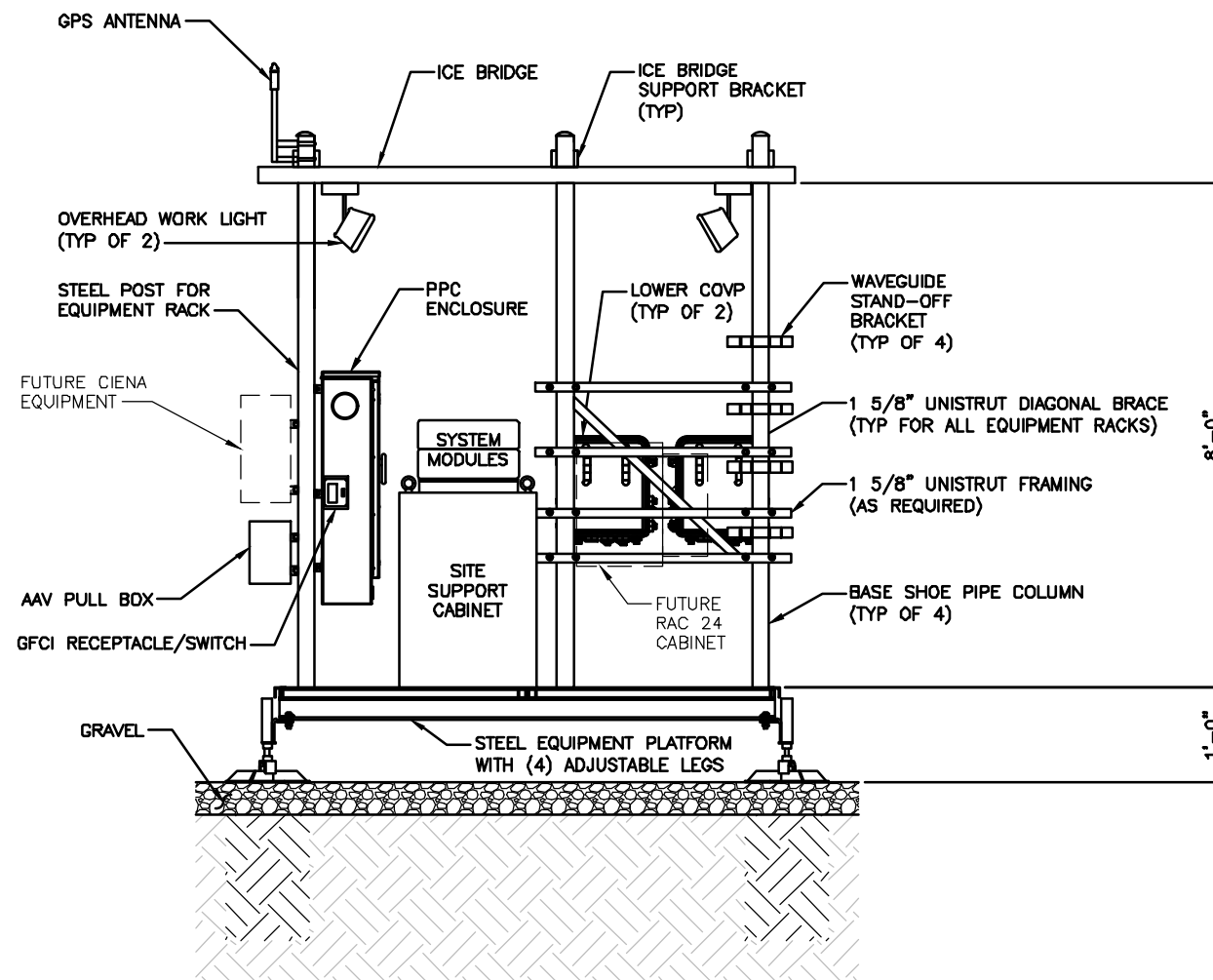
ALL STRUCTURE INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY, AND MAY DIFFER FROM THE FINAL DESIGN PROVIDED BY THE STRUCTURE MANUFACTURER. THE CONTRACTOR SHALL CONSTRUCT THE STRUCTURE, FOUNDATION, AND ALL OTHER RELATED COMPONENTS IN ACCORDANCE WITH THE STRUCTURE MANUFACTURER'S DRAWINGS AND SPECIFICATIONS.



TOWER ELEVATION



ANTENNA PLAN



EQUIPMENT PLATFORM ELEVATION



PLANS PREPARED BY:  

 9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:  
 STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EE-000000000  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-22974 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-22974 STRUCTURAL/CIVIL SC  
 REJ ROBERT E. JENSEN E-22974 STRUCTURAL/CIVIL SC  
 TMS TERRY M. SUPER E-18521 ELECTRICAL E  
 SDK SHELLY D. KEISLING E-27323 ELECTRICAL E

**PRELIMINARY ISSUE**

DRAWING NOTICE  
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ISSUED FOR ZONING	DESCRIPTION	DATE	BY	REV
		11/08/16	RAN	A
		08/11/17	RKT	B

MLA NAME & SITE NUMBER:  
**SE BLUE PKWY**  
**MO-07000**

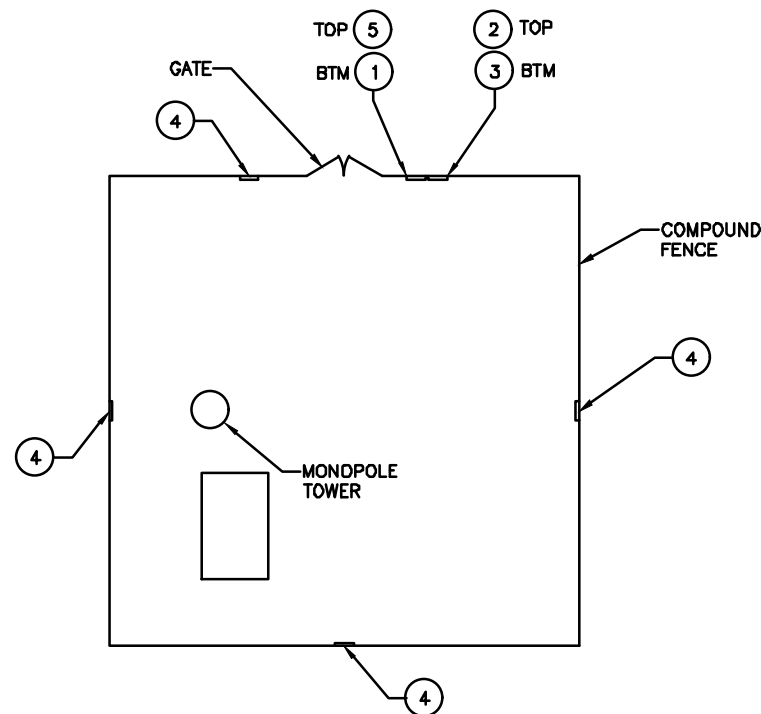
CARRIER NAME & SITE NUMBER  
**SE BLUE PKWY**  
**A5C0464A**

SITE ADDRESS:  
 465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:  
**EQUIPMENT ELEVATIONS**  
**& ANTENNA PLAN**

SHEET NUMBER:  
**C-2.0**

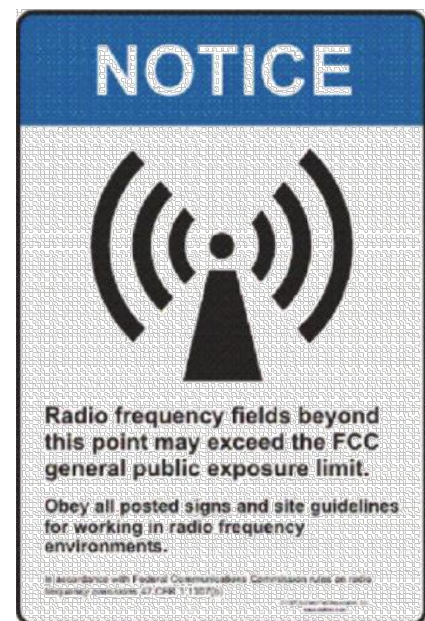
(SIGNS WILL BE FURNISHED & INSTALLED BY SKYWAY TOWERS)



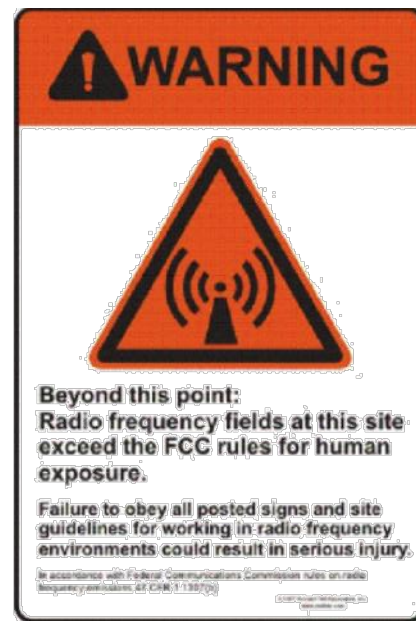
NOTE: SEE TYPICAL SIGNS AND SPECIFICATIONS DETAIL ON THIS SHEET FOR SIGN DESIGNATIONS.

OVERALL SIGN PLACEMENT

3



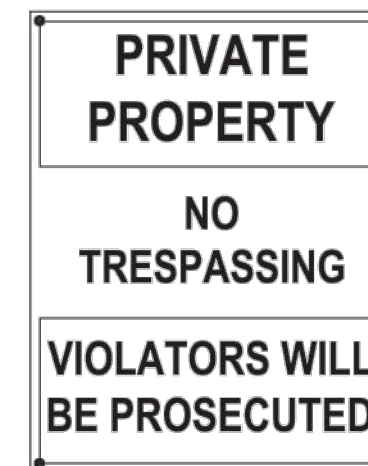
① NOTICE - RF SIGN (BLUE)  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



② WARNING - RF SIGN  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



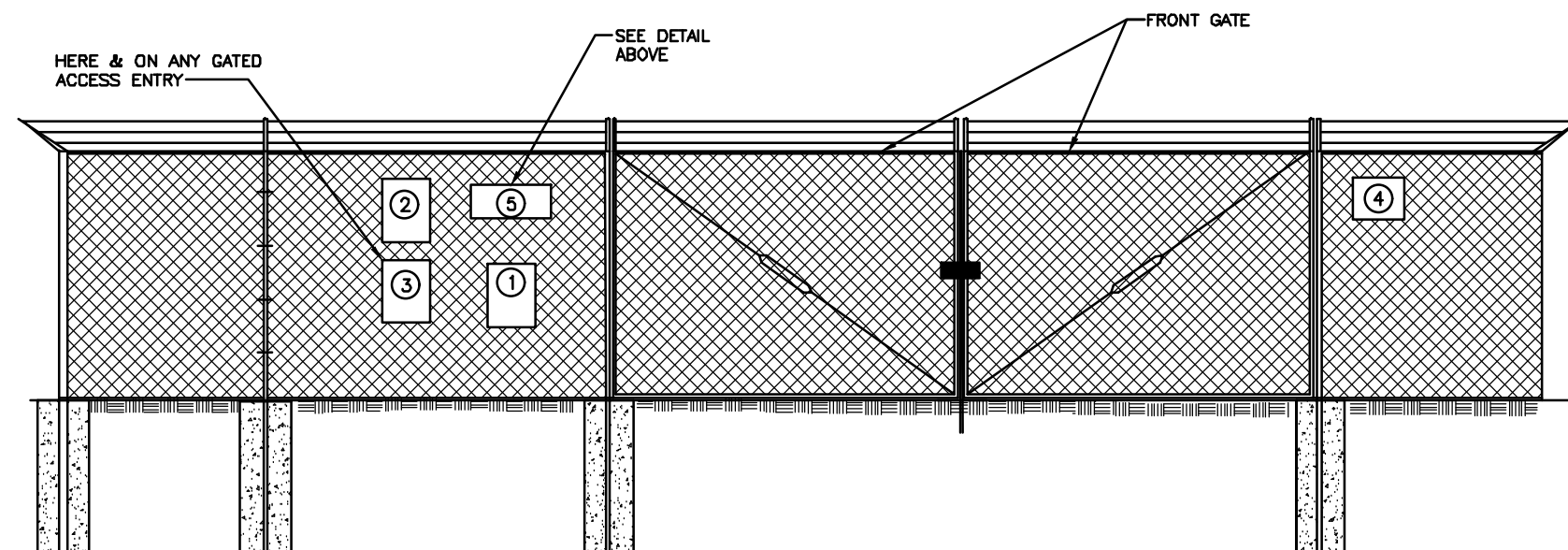
③ CAUTION - RF SIGN (YELLOW)  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



④ NO-TRESPASSING SIGN  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)

TYPICAL SIGNS & SPECIFICATIONS

1



**SIGNAGE NOTES:**  
1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.  
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

SITE SIGNAGE FRONT GATE VIEW

2

CARRIER: **T-Mobile**

PLANS PREPARED FOR: **SKYWAY TOWERS**

PLANS PREPARED BY: **SSC**  
9900 West 109th Street, Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777

ENGINEERING LICENSE:  
STATE OF MISSOURI  
STATE CERTIFICATE OF AUTHORIZATION # EF  
ENGINEER: PER:  
MLO MICHAEL L. OWENS E-27323 STRUCTURAL/CIVIL SC  
KV KEVIN VANMAELE E-27323 STRUCTURAL/CIVIL SC  
REJ ROBERT E. JENSEN E-27323 STRUCTURAL/CIVIL SC  
TMS TERRY M. SUPER E-18521 ELECTRICAL E  
SDK SHELDON D. KEISLING E-27323 ELECTRICAL E

**PRELIMINARY ISSUE**

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DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:  
**SE BLUE PKWY MO-07000**

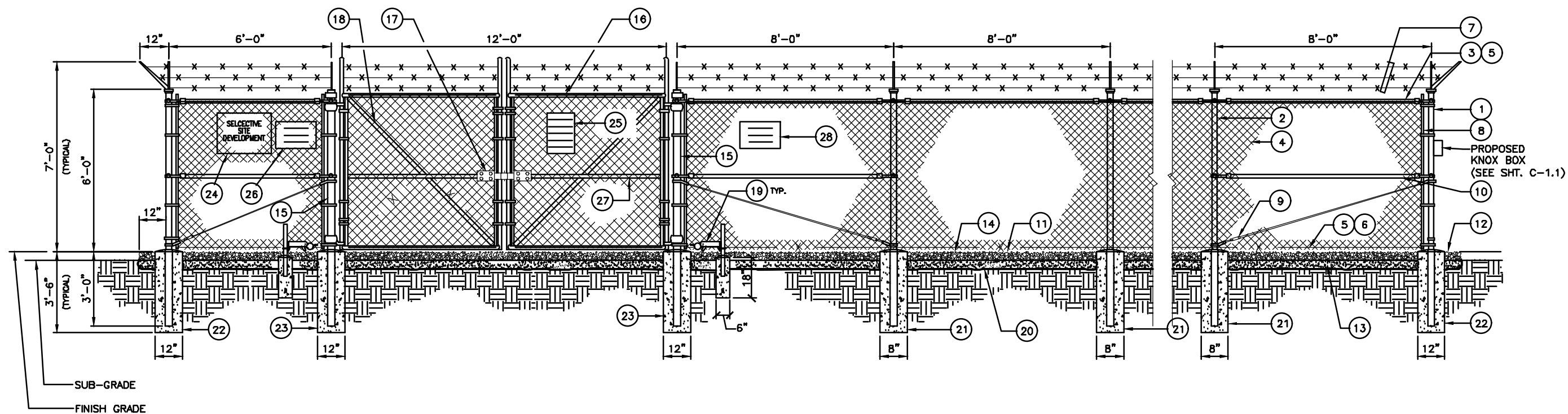
CARRIER NAME & SITE NUMBER:  
**SE BLUE PKWY A5C0464A**

SITE ADDRESS:  
**465 SE OLDHAM PKWY LEE'S SUMMIT, MISSOURI 64081**

SHEET DESCRIPTION:  
**SITE SIGNAGE DETAILS**

SHEET NUMBER:  
**C-2.1**





**REFERENCE NOTES:**

- 1 CORNER, END OR PULL POST 3" NOMINAL SCHEDULE 40 PIPE.
- 2 LINE POST: 2 1/2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
- 3 TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1083.
- 4 FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
- 5 TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
- 6 TENSION WIRE: 9 GA. GALVANIZED STEEL.
- 7 BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
- 8 STRETCHER BAR.
- 9 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- 10 FENCE CORNER POST BRACE: 1 5/8" DIA. EACH CORNER EACH WAY.
- 11 1 1/2" MAXIMUM CLEARANCE FROM GRADE.
- 12 2" FINISH A.E.G. OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- 13 4" COMPACTED 95% @ STRUCTURES, 90% ELSEWHERE, BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- 14 FINISH GRADE SHALL BE UNIFORM AND LEVEL.

- 15 GATE POST 4" SCHEDULE 40 PIPE, FOR GATE WIDTHS UP THRU 7 FEET OR 14 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083.
- 16 GATE FRAME: 1 1/2" PIPE, PER ASTM-F1083.
- 17 "MTS" MULTI-LOCKING DEVICE #MT-C6477, OR EQUAL
- 18 GATE DIAGONAL GALVANIZED STEEL 1 1/2" PIPE.
- 19 DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
- 20 GEOTEXTILE FABRIC
- 21 LINE POST: CONCRETE FOUNDATION (2000 PSI)
- 22 CORNER POST: CONCRETE FOUNDATION (2000 PSI)
- 23 GATE POST: CONCRETE FOUNDATION (2000 PSI)
- 24 18" x 24" SELECTIVE SITE DEVELOPMENT SIGN
- 25 12" x 18" YELLOW CAUTION SIGN
- 26 12" x 18" EMPLOYEE NOTICE SIGN
- 27 GATE FRAME BRACE: 1 5/8" DIAMETER.
- 28 12" x 18" DANGER HIGH VOLTAGE/NO TRESPASSING SIGN (TYPICAL ALL SIDES OF FENCED COMPOUND)

**GENERAL NOTES:**

- 1. INSTALL FENCING PER ASTM F-567
- 2. INSTALL SWING GATES PER ASTM F- 900
- 3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
- 4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
- 5. ALL OPEN POSTS SHALL HAVE END-CAPS.
- 6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
- 7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:  
 STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-2274 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-2274 STRUCTURAL/CIVIL SC  
 REJ ROBERT E. JENSEN E-2274 STRUCTURAL/CIVIL SC  
 TMS TERRY M. SUPER E-18521 ELECTRICAL E  
 SDK SHELDON D. KEISLING E-27323 ELECTRICAL E

DRAWING NOTICE  
 THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:  
**SE BLUE PKWY  
 MO-07000**

CARRIER NAME & SITE NUMBER  
**SE BLUE PKWY  
 A5C0464A**

SITE ADDRESS:  
 465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:  
**COMPOUND FENCE  
 DETAILS**

SHEET NUMBER:  
**C-3.0**



June 27, 2017

**VIA HAND DELIVERY**

City of Lee's Summit  
220 E. Green Street  
Lee's Summit, MO 64063  
Attn: Lee's Summit Development Center

RE: Skyway Towers (MO-07000) application for approval of a Special Use Permit/Preliminary Development Plan for construction of a wireless communications facility to be located south of SE Oldham Pkwy and west of SE Hamblen Road at 465 SE Oldham Pkwy, Lee's Summit, Missouri 64801. This location is known as the Storage Mart property owned by NEW TKG-KC LLC.

Dear City Staff:

Skyway Towers/T-Mobile is applying for a Special Use Permit for the installation of a 150' (155' w/ lightning rod) monopole wireless communications facility located south of SE Oldham Pkwy and west of SE Hamblen Road (Storage Mart).

The proposed Skyway Towers/ T-Mobile facility will be enclosed in a 50' x 50' lease area (chain link fenced area 50' x 50'). The design submitted with this application will elaborate on the equipment that will be contained within the fenced area. The proposed fenced area will also enclose the tower and future wireless carriers for collocation (no less than 2 additional).

Access will be gained from an existing 20' wide asphalt drive, which will connect to the existing gravel drive just south of SE Oldham Pkwy. The proposed utility easement comes to site from the north and is being coordinated with KCP&L.

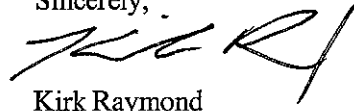
It is Skyway Tower/ T-Mobile's goal to retain as much of the existing property as possible – making the base of the site blend with the natural/existing surroundings.

**ADDITIONAL MATTERS**

This site is required to maintain T-Mobile's network coverage and capacity stability. T-Mobile customers rely on capacity sites as part of T-Mobile's network and rapidly growing data services. This area currently has diminished capacity and coverage therefore this proposed site's will have the ability to help offload data traffic and capacity from surrounding sites while also creating an improved coverage area. By helping to offload existing capacity of the neighboring sites, this tower will help existing sites become more efficient and effective.

Please direct any further questions or requirements to Curtis Holland/Kirk Raymond.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk Raymond". The signature is stylized with a large, sweeping "K" and "R".

Kirk Raymond















**SKYWAY TOWERS**  
Site No: **MO07000**  
SE Blue Pkwy  
Lee's Summit, Missouri 64801

2813 West 186th St., Suite 2018  
Overland Park, Kansas 66219  
913.438.7700



  
**SKYWAY TOWERS**  
**Site No: MO07000**  
SE Blue Pkwy  
Lee's Summit, MO 64801

9900 West 109th St., Suite 300  
Overland Park, Kansas 66210  
913 438 7700







  
**SKYWAY TOWERS**  
**Site No: MO07000**  
SE Blue Pkwy  
Lee's Summit, MO 64801

9900 West 109th St., Suite 300  
Overland Park, Kansas 66210  
913 438 7700



**SKYWAY TOWERS /T-MOBILE APPLICATION  
SEPARATION REQUIREMENT WAIVER REQUEST**

This information is submitted in support of the Applicants' request for a waiver authorized under Section 10.600.F.3.c.(3) of the City's Unified Development Ordinance ("UDO").

The City of Lee's Summit ("City") has adopted setback and separation distance requirements for telecommunication towers/antennas as follows:

Section 10.600. Telecommunication towers/antennas

F. General requirements:

3. Special use permit. A telecommunications tower shall be subject to a special use permit, in accordance with the following considerations:

a. Setbacks. No new tower shall be constructed without setbacks from all property lines a distance equal to the height of the tower as measured from the base of the structure to its highest point (**1: 1 setback**) or as otherwise authorized by the Governing Body in approval of the special use permit. Accessory structures shall be governed by the setbacks for that particular zoning district. (**Emphasis added**).

b. Guy Anchors. Guy anchor foundations shall be setback a minimum of ten (10) feet from all property lines.

c. Separation Distances. The following are the required separation distances from other towers and residential:

(1) A telecommunications tower over ninety (90) feet in height shall be separated from any other telecommunications tower over ninety (90) feet in height by a distance of at least one (1) mile. (**Emphasis added**).

**(4) These separation distances may be waived if the Governing Body legislatively determines the application of these requirements would effectively prevent the provision of wireless telecommunications services within the City. (Emphasis added).**

As detailed below, Applicant has determined that T-Mobile has a significant gap in its network wireless coverage and network capacity in this area of Lee's Summit and that the Proposed Site (defined below) is the only available site to resolve these network deficiency issues. No other alternative sites are available to remedy these issues. There is one existing support structure in the Search Area (defined below) but is not adequate for the objectives of the applicant and therefore no collocation opportunities are available to remedy the network deficiencies.

There are no properties in the Search Area that are "available" (defined below). The Proposed Site meets the UDO 1: 1 setback requirement but does not meet the one (1) mile separation requirement

from existing towers over 90 feet in height. The separation distance from the Proposed Site to the existing structure (Missouri Department of Transportation) is .27 miles. The Applicants respectfully request the City grant a waiver of .73-mile separation requirement to satisfy the separation requirement.

Wireless communications systems rely on an overlapping and interconnected network of wireless facilities, or WCF's. WCFs are comprised of radio antennas together with other necessary electronic equipment that receive and transmit low-power radio signals to and from mobile wireless devices, thereby facilitating wireless communications. For the system to function without "gaps" in radio signal coverage and network capacity, the WCF's must be properly located, installed and functioning. If there is no properly functioning WCF within a given area, wireless service will be significantly impaired for customers within such areas. These wireless customers will experience unacceptable levels of wireless service, including failed attempts, busy signals, dropped calls and lack of data transmission.

A WCF must be located on a support structure that is of sufficient height to transmit and receive radio signals and located within a specific geographical area to provide line-of-sight communications with wireless devices. Each WCF has a limited maximum coverage area and limited maximum capacity, the extent of which varies depending upon several factors, including the antenna height, local topography, configuration of various existing structures and population densities.

T-Mobile's radio frequency ("RF") engineers determined that a significant gap in its network wireless coverage and network capacity exists in and around this area of Lee's Summit. See T-Mobile RF Report attached as Addendum I. To remediate these network deficiencies, T-Mobile engaged Skyway Towers to construct a WCF facility in this area of Lee's Summit. The T-Mobile RF engineers defined a geographic area called a "Search Area" near which the new WCF should be located.

Skyway Towers engaged the services of SSC to canvass the Search Area to determine if there were any existing support structures upon which the T-Mobile WCF could be collocated. SSC determined that there were no existing support structures of any kind in the Search Area and then canvassed the various tracts of land in the Search Area to investigate whether any of those tracts were "available" to build a new support structure to accommodate T-Mobile's WCF. To be "available" means the land tract (1) is located in the Search Area; (2) meets the requirements of the City's zoning regulations for a WCF; (3) contains sufficient land area to construct a WCF; and (4) the landowner is willing to lease the land under mutually agreeable terms. If the land tract cannot meet all 4 requirements, then it is NOT available for development of a WCF.

After a thorough investigation and serious consideration of all feasible alternative sites, T-Mobile and Skyway Towers determined that the Proposed Site is the only site in the Search Area that is "available" for development of a new WCF.

The proposed location of the WCF is legally described is located at 465 Southeast Oldham Parkway, Lee's Summit and is legally described as follows:

LOT 1, BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI (the "Proposed Site").

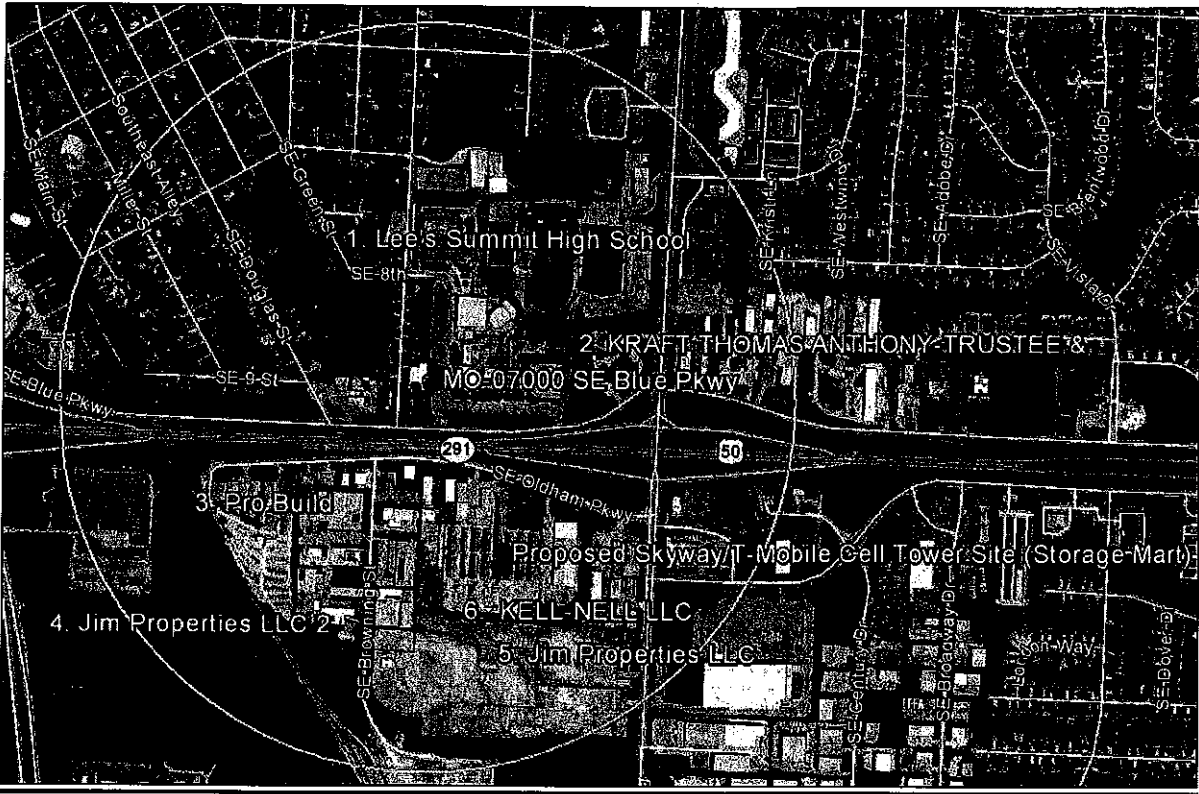
The other alternative locations in the Search Area and the reasons they were not available are described below. An aerial map showing the Search Area, the Proposed Site, and the alternative locations is attached as Addendum 1.

1. **Lee Summit High School:** There are no undeveloped areas that are practically capable of supporting a new WCF on this property. The property owner declined the proposal to allow a new WCF on the property. The proposal was for a light standard replacement with a WCF due west of the football complex. The only other possible locations would not meet the UDO 1:1 setback requirement.
2. **Kraft Thomas Anthony-Trustee:** Multiple attempts were made to contact the owner but the owner was non-responsive.
3. **Pro Build:** Multiple attempts were made to contact the owner but the owner was non-responsive.
4. **Jim Properties LLC 2:** The property owner declined the proposal to allow a new WCF on the property. The property owner has plans for future development and in order to meet the UDO 1:1 setback the WCF would need to be located in the center of the property. All other locations on the property would not meet the UDO 1:1 setback.
5. **Jim Properties LLC:** There are no undeveloped areas that are practically capable of supporting a new WCF on this property. The property owner declined the proposal to allow a new WCF on the property. The property owner has plans for future development and in order to meet the UDO 1:1 setback the WCF would need to be located in the center of the property. All other locations on the property would not meet the UDO 1:1 setback.
6. **Kell-Neil LLC:** There are no undeveloped areas that are practically capable of supporting a new WCF on this property. The property owner declined the proposal to allow a new WCF on the property. The proposed WCF would need to be located on the west portion of the property to meet the UDO 1:1 setback. The location proposed was declined by the property owner due to restricting use for his business and for future expansion to the existing building. All other locations on the property would not meet the UDO 1:1 setback.

For the reasons stated above, these alternative sites were not "available" according to the 4 criteria above. The Proposed Site is the only site meeting all 4 criteria. Denial of the waiver would effectively prevent the provision of wireless telecommunications services within the City.



**ADDENDUM 1**



SKYWAY TOWERS/T-MOBILE APPLICATION  
SUP – PL2017142/ PDP – PL2017143  
SETBACK WAIVER REQUEST

Applicant respectfully requests that the setback in this case be reduced by 10' from 160' to 150'. Pursuant to the City's UDO, Section 10.600.F.3.a., new towers shall be setback from all property lines a distance of not less than the height of the tower as measured to the highest point on the tower, "or as otherwise authorized by the Governing Body in approval of the special use permit." In this case, the top of the actual tower structure is 150' but the overall height is 160' to allow for the antennas and a lighting arrestor to be added near the top of the tower. The tower cannot be moved to meet the 160' setback standard and the currently proposed setback is 150'. To strictly comply with the City's setback standard, the tower structure would need to be lowered to 140' so that the antennas and lightning arrestor could be added near the top bringing the overall height to 150'. The justification for this request is as follows:

There is no safety or aesthetic benefit to maintaining a 160' setback in this case. First, towers do not fall over from the base and therefore it is highly unlikely that it would encroach onto adjoining properties in the event of a failure. Attached is a letter from the tower engineer stating that the tower fall zone is 150'. Second, there are no offsite buildings within 160' of the tower, so it would not damage any structures on adjoining property even if it were to fall over from the base. Third, there is no real visual difference if the tower were allowed to be 150' (overall 160'). The extra 10' will not be discernible to most laypersons. Finally, all of the surrounding property is zoned and used for industrial uses, so no aesthetic benefit is achieved by maintaining a 160' setback. Finally, the extra 10' in height would provide greater wireless coverage for T-Mobile and increase opportunities for collocation of other wireless antennas.

- 2017 - 142 -

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SEP - 7 2017

Development Services

# Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064  
(614) 398-6250 • mike@mfpeng.com

September 6, 2017

Skyway Towers  
3637 Madaca Lane  
Tampa, FL 33618

Re: Proposed 150-ft Monopole  
Located in Jackson Co., MO: Site #MO-07000 SE Blue Pkwy  
MFP #30317-020

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I will design this monopole to withstand a 3-second gusted wind speed of 90 mph ( $V_{asd}$ ) in accordance with ANSI/TIA-222-G for Jackson County. *The design will also conform to the requirements of the 2012-2015 International Building Code for an equivalent ultimate wind speed of 116 mph ( $V_{ult}$ ).*

In the very unlikely event of a catastrophic failure, the total fall zone of the structure would be limited to the overall height of the pole, or 150'.

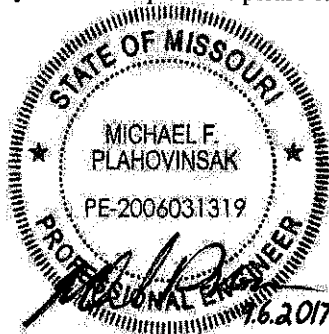
The structure will be designed and constructed per current City of Lee's Summit wind loading requirements.

The structure will be designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email [mike@mfpeng.com](mailto:mike@mfpeng.com).

Sincerely,

Michael F. Plahovinsak, P.E.  
Professional Engineer



- 2017-142 -  
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**SPECIAL USE PERMITS  
TELECOMMUNICATION TOWERS IN LEE'S SUMMIT**

<b>Appl. No.</b>	<b>Location/ Applicant</b>	<b>Zoning District</b>	<b>Ord. No.</b>	<b>Date</b>	<b>Approved/ Denied</b>	<b>Years Granted</b>	<b>Expiration Date</b>	<b>Tower Hgt (ft)</b>	<b>Waivers</b>	<b>Current Status</b>
PL2017-037	248 NW Executive Way	PO	8129	04/06/2017	Approved	n/a	n/a	75 FT	Painting; Setbacks to property lines	In Effect
PL2016-054	244 NW Executive Way	PO	7922	07/14/2016	Denied	n/a	n/a	95 ft.	n/a	Denied
PL2015-122 1999-007	1310 NE Colbern Road Sprint/Crown Castle (orig. Sprint Spectrum)	AG	7741 4765	11/5/2015 04/15/1999	Approved	10 15	04/15/2024 04/15/2014	100	Gravel Drive	In Effect
PL2014-059	5 SE 16 <sup>th</sup> Street KCP&L Greater Missouri Operations Co.	PI	7494	07/10/2014	Approved	15	07/10/2029	100	Painting; Landscap- ing; Fencing; Separation Distance	In Effect
PL2014-058	1300 SE Hamblen Road KCP&L Greater Missouri Operations Co.	PI	7493	07/10/2014	Approved	15	07/10/2029	100	Painting; Landscap- ing; Fencing; Separation Distance	In Effect
PL2012-068	10 NE Tudor Road City of Lee's Summit Police Department	PO	7217	08/02/2012	Approved	15	08/02/2027	80	Painting; Landscap- ing	In Effect
PL2012-061 2007-055 1984-031	1351 NW Ward Road (orig. 750 NW Missouri Rd.) Aquila/KCP&L (orig. Missouri Public Service)	PI-1	7215 6475 3670 2585	08/02/2012 09/06/2007 06/16/1992 11/20/1984	Approved	10 10 10 8.5	06/13/2022 06/13/2012 06/13/2002 06/13/1992	200	Setbacks; Separation Distance	In Effect
PL2011-118 2001-106	905 NE Rice Road Voice Stream (now T- Mobile)	CP-2	7116 5216	12/1/2011 09/20/2001	Approved	10 10	09/20/2021 09/20/2011	120	Setbacks to property lines; Curbing	In Effect
PL2011-096 1996-005	202 SE 3 <sup>rd</sup> Street AT&T Wireless (orig. SW Bell Mobile)	CP-2	7105 4262	11/03/2011 04/09/1996	Approved	10 15	04/09/2021 04/09/2011	150	Use; Setback	In Effect

Appl. No.	Location/ Applicant	Zoning District	Ord. No.	Date	Approved/ Denied	Years Granted	Expiration Date	Tower Hgt (ft)	Waivers	Current Status
PL2010-018	900 SW Blue Parkway Colt & Garrett	CP-2	7049	05/19/2011	Approved	10	05/19/2021	150	Setbacks; Separation Distance	In Effect
2010-072	400 SW Nichols Road American Tower Corp.	CP-2	----	--/--/----	Denied	--	--/--/----	150	--	--
2010-023	150 NW Space Center Loop Dept. of Homeland Security	AG	6984	10/07/2010	Approved	20	10/07/2030	64	Fencing	In Effect
2010-012 2000-166	1749 SE Langsford Road Clearwire, LLC (orig. Sprint Spectrum)	CP-2	6973 5043	09/16/2010 10/05/2000	Approved	10 10	10/05/2020 10/05/2010	100	Fall Zone	In Effect
2009-098 2007-027 1989-013	111 SW Hook Road American Tower Corp. (orig. Jeff Hawkins)	AG	6896 6491 3287	03/04/2010 09/20/2007 05/09/1989	Approved	10 10 10	05/09/2019 05/09/2009 05/09/1999	300	--	In Effect
2007-232 1997-053	3650 SW Windemere Drive APT KC Inc.	AG	6578 4528	02/07/2008 10/21/1997	Approved	10 10	10/21/2017 10/21/2007	164	--	In Effect
2007-123 1996-045	1850 SE Hamblen Road Global Signal/Crown Castle (orig. Sprint Spectrum, Inc.)	PI-1	6477 4323	09/06/2007 08/20/1996	Approved	10 10	08/20/2016 08/20/2006	180	--	In Effect
2007-029 1996-042	2750 NW Clifford Road American Tower (orig. Jeff Hawkins)	AG	6493 4358	09/20/2007 11/05/1996	Approved	10 10	11/05/2016 11/05/2006	350	--	Renewal in Process
2007-028 1985-041	900 SW Blue Parkway American Tower (orig. MCI Cellular)	CP-2	6492 2660	09/20/2007 07/09/1985	Approved	10 20	07/09/2015 07/09/2005	167	--	Tower replaced. See PL2010- 018
2006-165 1986-013	2200 NW Lowenstein Drive American Tower (orig. Terry Gerber)	AG	6291 2783	10/19/2006 05/06/1986	Approved	10 20	11/03/2016 05/06/2006	600	Setback	Renewal in Process
2006-165 1991-034	2150 NW Lowenstein Drive American Tower (orig. Terry Gerber)	AG	6291 3620	10/19/2006 03/03/1992	Approved	10 14	11/03/2016 05/06/2006	200	Setback from I-470	Renewal in Process
2006-164 1995-009	1204 NE Woods Chapel Rd. American Tower (orig. SW Bell Mobile)	AG	6290 4128	10/19/2006 06/06/1995	Approved	15 5	06/06/2015 06/06/2000	150	Setbacks; Separation Distance	In Effect
2006-067 1981-004	1710 SE Hamblen Road Union Pacific Railroad (orig. Mo. Pac RR)	PI-1	6283 2203	10/05/2006 04/07/1981	Approved	20 20	09/21/2026 04/07/2001	200	Setback to residential	In Effect

Appl. No.	Location/ Applicant	Zoning District	Ord. No.	Date	Approved/ Denied	Years Granted	Expiration Date	Tower Hgt (ft)	Waivers	Current Status
1998-012	5740 NE Lakewood Way SW Bell Wireless	AG	4598	04/14/1998	Approved	20	04/14/2018	100	--	In Effect
1996-072	404 NW Woods Chapel Rd. Sprint Spectrum	AG	4354	10/08/1996	Approved	20	10/08/2016	120	Setback	In Effect
1996-071	207 SE Douglas Street Sprint Spectrum (replaced two towers with one)	CBD	4353	10/08/1996	Approved	20	10/08/2016	180	Use in CBD	In Effect
1996-055	300 NW Harding Road Sprint Spectrum	AG	----	11/19/1996	Denied	---	-----	150	--	---
1996-002	13100 E. 139th Street TV 32, Inc.	AG	-----	03/19/1996	Denied	---	-----	1,099	--	---
1995-018	5740 NE Lakewood Way SW Bell	AG	-----	12/17/1996	Denied	---	-----	150	--	---
1981-011	2251 SW M-150 Highway Landmark Cablevision	AG	----	--/--/----	Denied	--	--/--/----	225	--	--
1978-006	603 SW Persels Road Poos/Six-Star Cable	R-1	1856	03/21/1978	Approved- Legal non- conforming	20	03/21/1998	100	--	SUP no longer required

## Packet Information

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**File #:** BILL NO. 17-216, **Version:** 3

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AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR TELECOMMUNICATIONS TOWER IN DISTRICT PI ON LAND LOCATED AT 465 SE OLDHAM PKWY, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

I move for a second reading of AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR TELECOMMUNICATIONS TOWER IN DISTRICT PI ON LAND LOCATED AT 465 SE OLDHAM PKWY, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

## **BILL NO. 17-216**

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AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR TELECOMMUNICATIONS TOWER IN DISTRICT PI ON LAND LOCATED AT 465 SE OLDHAM PKWY, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2017-142, submitted by Skyway Tower, requesting a special use permit for telecommunication tower in District PI on land located at 465 SE Oldham Pkwy, was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the request on September 12, 2017, and rendered a report to the City Council to recommend approval; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on October 5, 2017, and rendered a decision to grant said special use permit.

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

SECTION 1. That the application pursuant to Section District PO 10.050 of the Unified Development Ordinance to allow a telecommunications tower in with a Special Use Permit is hereby granted, with respect to the following described property:

*BROWNING INDUSTRIAL PARK EAST BLK.G LOT 1 LOT 1 , in Lee's Summit, Jackson County, Missouri.*

SECTION 2. That the following conditions of approval apply:

1. A modification shall be granted to the requirement that the tower be painted, to allow the tower to be galvanized as shown on the plans.
2. A modification shall be granted to the requirement that landscaping be planted to screen the view of the tower base and accessory structures/equipment, to allow that no landscaping be planted around the perimeter of the tower.
3. To comply with the requirements of the UDO, the tower shall maintain setbacks from all property lines a distance at least equal to the height of the tower as measured from the base of the structure to its highest point.
4. Approval of the special use permit is contingent upon approval of the preliminary development plan (Appl. #PL2017-143), for the telecommunication tower.

SECTION 3. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Unified Development Ordinance, enacted by Ordinance No. 5209 and amended from time to time.



**BILL NO. 17-216**

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SECTION 4. 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 \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

\_\_\_\_\_  
*Deputy City Clerk Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

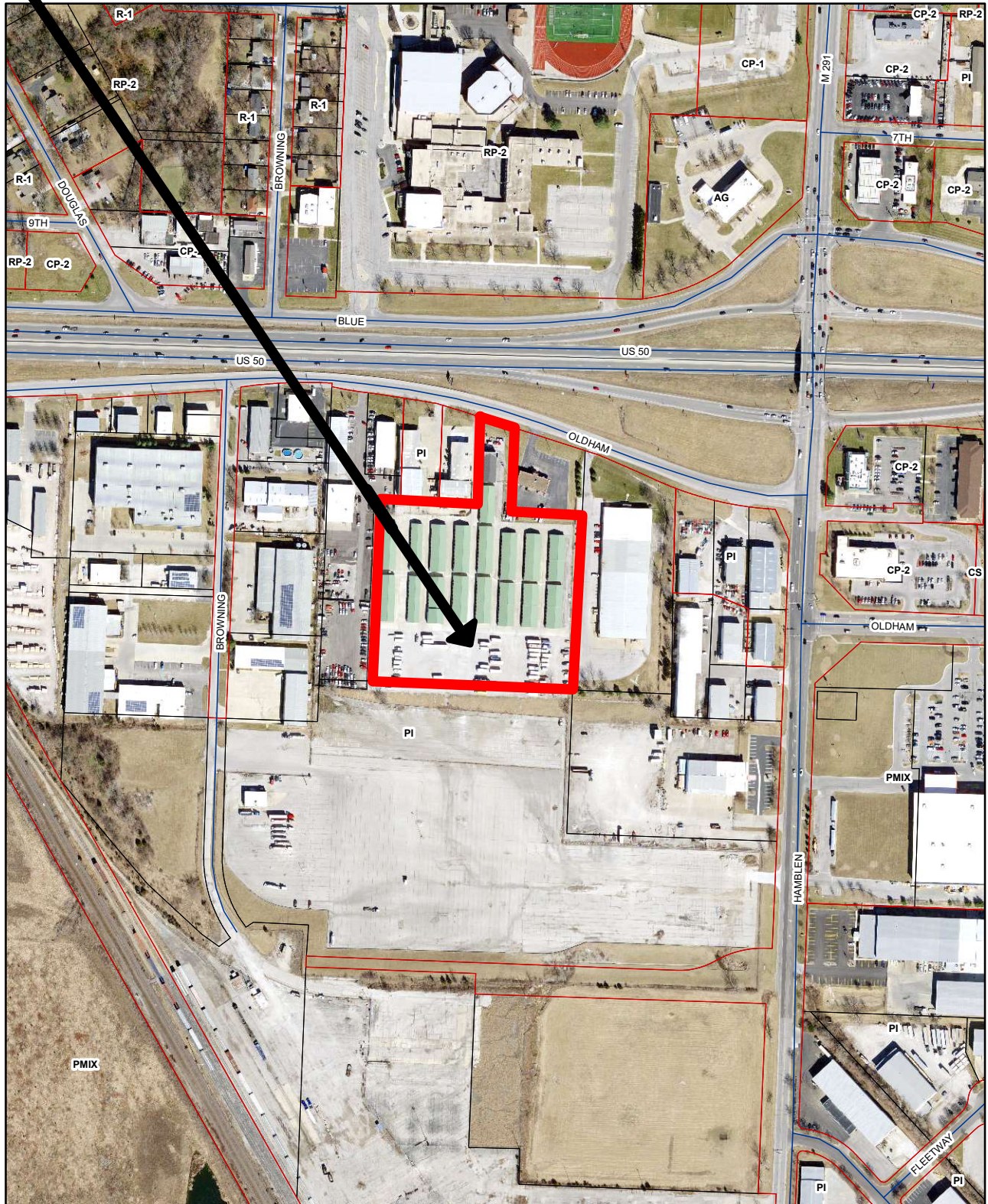
\_\_\_\_\_  
*Mayor Randall L. Rhoads*

\_\_\_\_\_  
*Deputy City Clerk Trisha Fowler Arcuri*

APPROVED AS TO FORM:

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

# Appl. #PL2017-142 – SPECIAL USE PERMIT Telecommunication Tower, 465 SE Oldham Pkwy; Skyway Towers, applicant



# City of Lee's Summit

## Development Services Department

September 8, 2017

TO: Planning Commission

CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services JRS -

PREPARED BY: Shannon McGuire, Planner

RE: **CONTINUED PUBLIC HEARING – Appl. #PL2017-142 – SPECIAL USE PERMIT for a telecommunication tower – 465 SE Oldham Pkwy; Skyway Towers, applicant**

### Commentary

This application is for a new monopole telecommunication tower located at 465 SE Oldham Pkwy. This site is zoned PI (Planned Industrial) and is developed as a mini-warehouse storage facility. The telecommunication tower will be enclosed within a 50' x 50' fenced area immediately south of the storage buildings. The tower will be accessed through the storage facility.

Three modifications have been requested for this application. Modifications to the tower appearance and landscaping requirements have been requested and are staff supported. The third modification request is to the tower setback requirement. Plans provided by the applicant depict a 150-foot tower that complies with all tower setback requirements; however, the applicant requests a modification to allow a 160-foot tower that does not meet the tower setback requirement. Staff does not support this modification request.

A preliminary development plan application (Appl. #PL2017-143) for the tower site layout has been submitted and is also on this agenda for consideration.

No time limitation for the special use permit is established as part of this approval due to §67.5094 R.S.Mo., Subpart 14. This statute lists "Prohibited Acts by Authority" which states: *In order to ensure uniformity across the state of Missouri with respect to the consideration of every application, an authority shall not: Limit the duration of the approval of an application.*

### Recommendation

Staff recommends **APPROVAL** of the special use permit, subject to the following:

1. A modification shall be granted to the requirement that the tower be painted, to allow the tower to be galvanized as shown on the plans.
2. A modification shall be granted to the requirement that landscaping be planted to screen the view of the tower base and accessory structures/equipment, to allow that no landscaping be planted around the perimeter of the tower.
3. To comply with the requirements of the UDO, the tower shall maintain setbacks from all property lines a distance at least equal to the height of the tower as measured from the base of the structure to its highest point.
4. Approval of the special use permit is contingent upon approval of the preliminary development plan (Appl. #PL2017-143), for the telecommunication tower.



## Project Information

**Proposed Use:** 150-foot or 160-foot monopole wireless communications facility

**Zoning:** PI (Planned Industrial District)

**Land Area:** 292,414.97 square feet (6.71 acres)

**Site Area:** 50' x 50' fenced area

**Location:** 465 SE Oldham Pkwy (Lot 1, *Browning Industrial Park East BLK.G*)

**Surrounding zoning and use:**

**North (across SE Oldham Pkwy):** US 50 Hwy

**South:** PI (Planned Industrial District) - Office/warehouse under construction

**East:** PI (Planned Industrial District) - Office/warehouse

**West:** PI (Planned Industrial District) - Office/warehouse

## Background

- April 7, 1992 – The City Council accepted the final development plan (Appl. #1992-100) for Safety Mini Storage.
- May 4, 2000 – The City Council granted a special use permit (Appl. #1999-061) to operate a mini-storage facility for a period of 25 years, by Ord. #4960.

## Analysis of the Special Use Permit

**Ordinance Requirement.** Under the Unified Development Ordinance (UDO), a special use permit is required for new telecommunication towers. The request is for a new monopole telecommunication tower located at 465 SE Oldham Pkwy. The monopole will be enclosed within a 50' x 50' fenced area and will be accessed from SE Oldham Pkwy through the existing mini-warehouse storage facility.

**Tower Appearance.** Modification requested. Staff **supports** granting the modification.

- Required – A telecommunication tower shall be painted a neutral color so as to reduce visual obtrusiveness, subject to any applicable standards of the FAA.
- Proposed – The applicant proposes an unpainted galvanized pole.
- Recommended – Staff recommends approval of the unpainted galvanized pole. A painted pole creates additional unneeded maintenance issues.

**Landscaping.** Modification requested. Staff **supports** granting the modification.

- Required – A tower facility shall be landscaped to provide a buffer of plant materials that effectively screen the view of the tower base and accessory structures from adjacent property.
- Proposed – No landscaping is proposed around the perimeter of the tower. The proposed tower location is located a little over 550 feet to the nearest public right-of-way (SE Oldham Pkwy to the north of the property). The tower site is located within an existing development and is fully covered by impervious surface.
- Recommended – Staff supports granting the modification. The proposed location of this tower is set back within this site far enough that existing buildings shall provide adequate screening of the base from any public view.

**Tower Setback.** Modification requested. Staff does **not support** the requested modification.

- Required – No new tower shall be constructed without setbacks from all property lines a distance equal to the height of the tower as measured from the base of the structure to its highest point or as otherwise authorized by the Governing Body in approval of the special use permit.
- Proposed – The plans submitted to the City, and included as an attachment to the staff report, depict a proposed 150-foot tower with a 150' setback from the south property line. The north, east and west setbacks are 314', 183' and 371', respectively. Said plans comply with the tower setback requirements.

However, the applicant requests a modification to allow a taller 160-foot tower with only a 150' setback from the south property line versus the required 160' setback. The taller tower would comply with the required setbacks from the north, east and west property lines.

- Recommended – Staff does not support the modification request to allow a 150' setback for a 160-foot tower. The applicant has submitted plans demonstrating the ability to meet the required 150' setback for a 150-foot tower while still maintaining functionality of the tower and tower site.

**Surrounding Uses.** The site is located at 465 SE Oldham Pkwy on the existing StorageMart self-storage development. The property is surrounded on the east, south and west by Planned Industrial districts. To the north across SE Oldham Pkwy is US 50 Highway. The nearest residential property, Roseland Heights, is located across US 50 Highway, approximately 1200 feet to the northwest of the tower site.

**Time Period.** No time limitation for the special use permit is established as part of this approval due to §67.5094 R.S.Mo., Subpart 14. This statute lists "Prohibited Acts by Authority" which states: *In order to ensure uniformity across the state of Missouri with respect to the consideration of every application, an authority shall not: Limit the duration of the approval of an application.*

### **Code and Ordinance Requirements**

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

#### **Fire**

1. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to the safety of fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code.

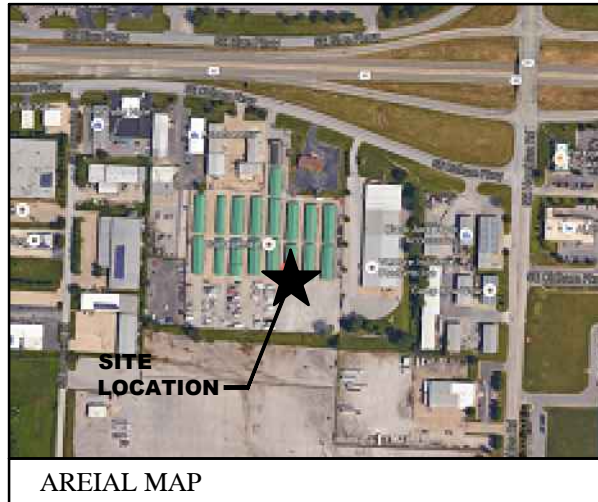
#### **Planning**

2. The security fencing will be reviewed with the building permit and will require engineered drawings.
3. A structural analysis report, liability insurance, and FAA registration shall be submitted as part of the final development plan submittal.

#### **Attachments:**

1. Preliminary Development Plan, date stamped August 1, 2017 — 5 pages
2. Narrative submitted by applicant describing the facility, dated June 27, 2017 —2 pages

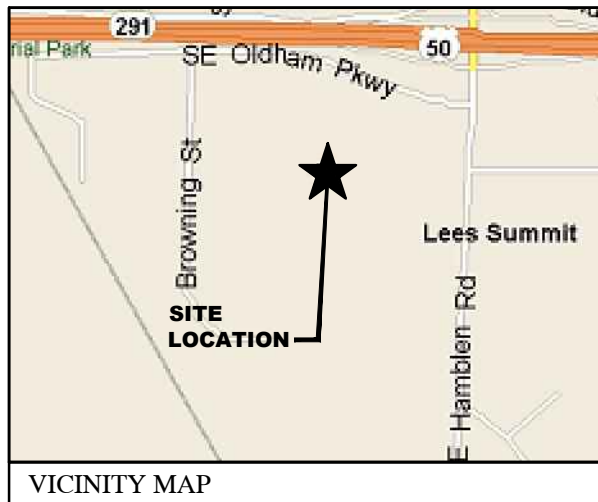
3. Photos of surrounding properties — 5 pages
4. Photo simulations of the proposed tower as it would be viewed — 3 pages
5. Site Justification Plan, date stamped June 30, 2017— 4 pages
6. Tower Setback Modification Request, date stamped September 7, 2017 – 2 pages
7. Towers in Lee's Summit Table—3 pages
8. Location Map



AREIAL MAP



AREA MAP



VICINITY MAP

FROM I-470 TURN RIGHT (SOUTH-EAST) ONTO NW BLUE PKWY, TURN RIGHT (WEST) ONTO NW CHIPMAN RD, TAKE RAMP (LEFT) ONTO US-50 E / SEDALIA, KEEP RIGHT ONTO RAMP HAMBLEN RD / 291 NORTH / INDEPENDENCE, TURN RIGHT (SOUTH) ONTO SE HAMBLEN RD, THEN IMMEDIATELY TURN RIGHT (WEST) ONTO SE OLDHAM PKWY, TURN LEFT (SOUTH) ONTO LOCAL ROAD(S) TO SITE LOCATION.

DRIVING DIRECTIONS



SE BLUE PKWY/A5C0464A

SE BLUE PKWY/MO-07000

SITE ADDRESS

465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI 64081  
 JACKSON COUNTY  
 LATITUDE: 38° 54' 02.60" (38.900722) N  
 LONGITUDE: 94° 21' 57.80" (94.366056) W  
 TAX/PIN #: 61-500-04-49-01-0-00-000  
 ZONING: CITY OF LEE'S SUMMIT  
 RFDS CONFIGURATION: TBD  
 RFDS DATE: TBD



Know what's below.  
 Call before you dig.  
[www.call811.com](http://www.call811.com)

MUNICIPALITY:  
 LEE'S SUMMIT

STATE:  
 MISSOURI

TOWER TYPE:  
 MONOPOLE

TOWER HEIGHT:  
 140'-0" (150' TO HIGHEST APPURTENANCE)

NUMBER OF CARRIERS:  
 0 EXISTING, 1 PROPOSED

USE:  
 PROPOSED TELECOMMUNICATIONS TOWER  
 AND UNMANNED EQUIPMENT

CONSULTANT:  
 SSC, INC.  
 9900 WEST 109TH STREET, SUITE 300  
 OVERLAND PARK, KANSAS 66210  
 PHONE: (913) 438-7700  
 FAX: (913) 438-7777  
 ATTN.: JEFF KONKEL

PROJECT SUMMARY

DEVELOPER  
 SKYWAY TOWERS, LLC  
 3637 MADACA LANE  
 TAMPA, FL 33618  
 PHONE: 813-960-6200  
 ATTN: CARRIE TORREY

POWER COMPANY  
 KCP&L

TELEPHONE COMPANY  
 AT&T

CIVIL ENGINEERING FIRM  
 LOVELACE & ASSOCIATES  
 929 SE 3RD STREET  
 LEE'S SUMMIT, MISSOURI 64063  
 PHONE: (816) 347-9997  
 FAX: (816) 347-9979

PROPERTY OWNER  
 NEW TKG-KC, LLC  
 A MISSOURI LIMITED LIABILITY COMPANY

CONTACTS

SHEET	DESCRIPTION	REV.	ENG.
T1	COVER SHEET	B	SC/E
CIVIL	SURVEY BY OTHERS		
C-1.0	OVERALL SITE PLAN	B	SC
C-1.1	ENLARGED SITE PLAN	B	SC
C-2.0	EQUIPMENT ELEVATIONS & ANTENNA PLAN	B	SC
C-2.1	SITE SIGNAGE DETAILS	B	SC
C-3.0	COMPOUND FENCE DETAILS	B	SC

SHEET INDEX

T-MOBILE PROJECT MANAGER _____ DATE _____
SKYWAY TOWERS PROJECT MANAGER _____ DATE _____
APPROVALS



ENGINEERING LICENSE:  
 STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: PE#:  
 MLO MICHAEL L OWENS E-22322 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-22322 STRUCTURAL/CIVIL SC  
 REJ ROBERT E JEFFERS E-22322 STRUCTURAL/CIVIL SC  
 TMS TERRY M SUPER E-18521 ELECTRICAL E  
 SDK SHELDON D KEISLING E-27323 ELECTRICAL E

**PRELIMINARY ISSUE**

DRAWING NOTICE  
 THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE  
 SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE  
 BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN  
 CONSIDERATION OF THE LOAN OF THIS DRAWING, THE  
 BORROWER PROMISES AND AGREES TO RETURN IT UPON  
 REQUEST AND AGREES THAT IT WILL NOT BE  
 REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF  
 DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE  
 OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:  
**SE BLUE PKWY  
 MO-07000**

CARRIER NAME & SITE NUMBER  
**SE BLUE PKWY  
 A5C0464A**

SITE ADDRESS:  
 465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:  
**COVER SHEET**

SHEET NUMBER:  
**T1**



# MO-07000 / SE BLUE PKWY

## PART OF THE SE 1/4, SECTION 8, T47N, R31W, IN JACKSON COUNTY, MISSOURI

### PROPERTY DESCRIPTION: LEASE AREA (AS SURVEYED)

A 50 foot by 50 foot Lease Area, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, more particularly described as follows:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 157.02 feet to the POINT OF BEGINNING; thence continuing North 87°27'55" West, a distance of 50.00 feet; thence North 02°32'05" East, a distance of 50.00 feet; thence South 87°27'55" East, a distance of 50.00 feet; thence South 02°32'05" West, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,500 square feet.

### PROPERTY DESCRIPTION: NON-EXCLUSIVE ACCESS/UTILITY EASEMENT (AS SURVEYED)

A 20 foot wide Access/Utility Easement, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 157.02 feet to the POINT OF BEGINNING of said centerline; thence North 02°23'44" East, a distance of 70.83 feet; thence North 87°46'34" West, a distance of 130.91 feet; thence North 02°22'50" East, a distance of 550.78 feet to the South Right of Way line of SE OLDHAM PKWY (Public Right of Way) and the POINT OF TERMINATION.

### PROPERTY DESCRIPTION: NON-EXCLUSIVE UTILITY EASEMENT (AS SURVEYED)

A 10 foot wide Access/Utility Easement, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 147.02 feet; thence North 02°23'44" East, a distance of 55.63 feet to the POINT OF BEGINNING of said centerline; thence South 87°46'34" East, a distance of 136.85 feet to the POINT OF TERMINATION.

### Notes:

Bearings shown hereon are referenced to Grid North of the Missouri State Plane Coordinate System of 1983 (NAD 83), (2011 ADJ.), West Zone. Obtained by static GPS observations and Rinx File submittals for NGS Opus solutions.

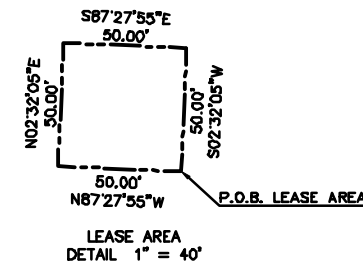
Vertical Datum = NAVD88 using GEOID12B

The purpose of this survey is to establish and describe a Lease Area and associated Easements. This is not a boundary survey of the Parent Parcel.

The utilities as shown on this drawing were developed from the information available (existing utility maps, aboveground observations and/or surface markings placed on the ground by the utility company or a representative thereof). This company has made no attempt to excavate or go below surface to locate utilities and does not extend or imply a guaranty or warranty as to the exact location of or complete inventory of utilities in this area. It shall be the contractor's responsibility to verify the location and depth of all utilities (whether shown or not) prior to excavation or construction and to protect said utilities from damage.

### PROPERTY LEGEND

FOUND CORNER	○
RIGHT OF WAY	R/W
CENTERLINE	C/L
POINT OF BEGINNING	P.O.B.
POINT OF TERMINATION	P.O.T.
ACCESS/UTILITY EASEMENT	AMU/E
UTILITY EASEMENT	U/E
NON-EXCLUSIVE	N-E



### LEGEND

POWER POLE	⊙ PP
TELEPHONE PEDESTAL	○ TP
ANCHOR	∩
ELECTRIC METER	○ EM
WATER METER	○ WM
GAS METER	○ GM
WATER SHOOT	⊙ WS
FIRE HYDRANT	⊙ FH
SIGN	—
AC UNIT	⊠ A/C
GATE POST	⊙ GP
GUARD POST	⊙ G
ACCESS PAD	⊙ AP
MANHOLE (SAN., STORM, TEL.)	⊙
PROPOSED TOWER	⊙
FENCE	— X —
OVERHEAD POWER LINE	— OHP —
BENCHMARK	⊙
CONTROL POINT	⊙

**PROPOSED CELL TOWER DATA**  
Center of Tower  
Lat 38°54'02.60" North  
Long 94°21'57.80" West  
Ground Elevation = 1037ft

**BENCH MARK**  
Top of 1/2" Iron Bar w/  
Control Cap at CP-1  
Elevation = 1044.28ft

**PROPERTY DESCRIPTION: Parent Parcel as Provided**  
LOT 1, BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.  
TAX ID NO: 61-500-04-49-01-0-00-000

**NOTE:** The parent parcel graphically shown hereon, in full or in part, is the same as that described above.  
Property information shown hereon was provided by Old Republic Insurance Group, Order No. 01-16089856-DIS, dated 10-07-2016.  
Schedule B-II Information:

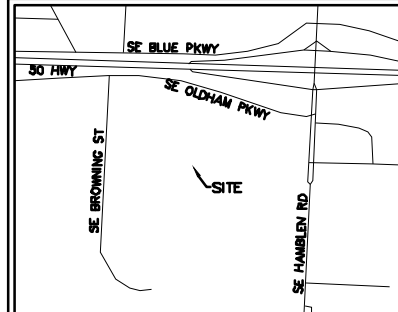
- (1) A FUTURE ADVANCE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FUTURE FILING, TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED BELOW AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF: AMOUNT: \$80,000,000.00 TRUSTOR: NEW TKG-KC, LLC BENEFICIARY: WELLS FARGO BANK, N.A. DATED: 11/21/2014 RECORDED: 11/24/2014 DOC# 2014E0087890 (Not the type to be depicted hereon)
  - (2) UNIFORM COMMERCIAL CODE INSTRUMENT EXECUTED BY NEW TKG-KG, LLC, DEBTOR, IN FAVOR OF WELLS FARGO BANK, NATIONAL ASSOCIATION, CREDITOR, RECORDED 11/24/2014, AS INSTRUMENT NO. 2014E0097891 OF JACKSON COUNTY RECORDS. (Not the type to be depicted hereon)
  - (3) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, LOT 4", AS RECORDED IN PLAT BOOK I 36, PAGE(S) 29 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (4) UTILITY EASEMENT AND RESERVATIONS AND COVENANTS AS SHOWN AND RESERVED IN DEED, RECORDED 01/10/1978 AS BOOK I 816, PAGE 1877 OF JACKSON COUNTY RECORDS. (Document is subsequent to current plat and therefore not shown hereon)
  - (5) UTILITY EASEMENT AS RESERVED IN DEED, RECORDED 06/12/1978, AS BOOK I 852, PAGE 1181 OF JACKSON COUNTY RECORDS. (Document is subsequent to current plat and therefore not shown hereon)
  - (6) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, LOT 6", AS RECORDED IN PLAT BOOK I 36, PAGE(S) 90 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (7) PLAT ENTITLED "RESURVEY OF BROWNING INDUSTRIAL PARK EAST, BLOCKS A, B, C & D", AS RECORDED IN PLAT BOOK I 40, PAGE(S) 118 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
- NOTES:** TRATIFICATION OF PLAT OF RESURVEY OF BROWNING INDUSTRIAL PARK EAST BLOCKS A, B, C & D, AS RECORDED IN PLAT BOOK I 1336, PAGE(S) 2134 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
- (9) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, BLOCK E", AS RECORDED IN PLAT BOOK I 42, PAGE(S) 30 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (10) PLAT ENTITLED "MINOR PLAT, BROWNING INDUSTRIAL PARK EAST", AS RECORDED IN PLAT BOOK F 65, PAGE(S) 42 OF JACKSON COUNTY RECORDS. (Shown hereon)

### CERTIFICATION:

I HEREBY CERTIFY THAT A SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

JEFFREY B. LOVELACE MO-LS2580  
DATE: \_\_\_\_\_

08-11-17: REV. PER COMMENTS  
11-08-16: REV. PER COMMENTS  
11-03-16: ADDED TITLE AND A/E



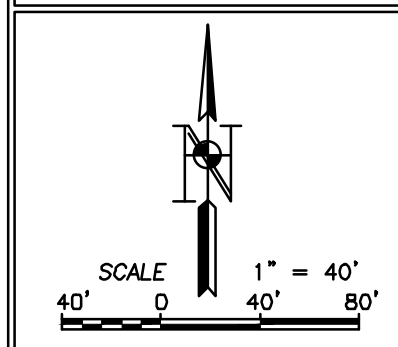
**SSC**  
9900 W. 109th St., Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777

**LOVELACE & ASSOCIATES**  
Land Surveying - Land Planning  
Telecommunications Surveys  
929 SE 3rd Street Lee's Summit, Missouri 64063  
Phone: (816) 347-9997 Fax: (816) 347-9979

**SURVEY COORDINATED BY:**  
LOVELACE AND ASSOCIATES, LLC  
P.O. BOX 68,  
LEE'S SUMMIT, MO 64063  
TELEPHONE: 816-347-9997  
FAX: 816-347-9979

**SURVEY PROVIDED BY:**  
LOVELACE AND ASSOCIATES, LLC  
P.O. BOX 68,  
LEE'S SUMMIT, MO 64063  
TELEPHONE: 816-347-9997  
FAX: 816-347-9979

**SURVEY PROVIDED FOR:**  
SKYWAY TOWERS, LLC  
3637 MADACA LANE,  
TAMPA, FL 33618  
TELEPHONE: 813-960-6200

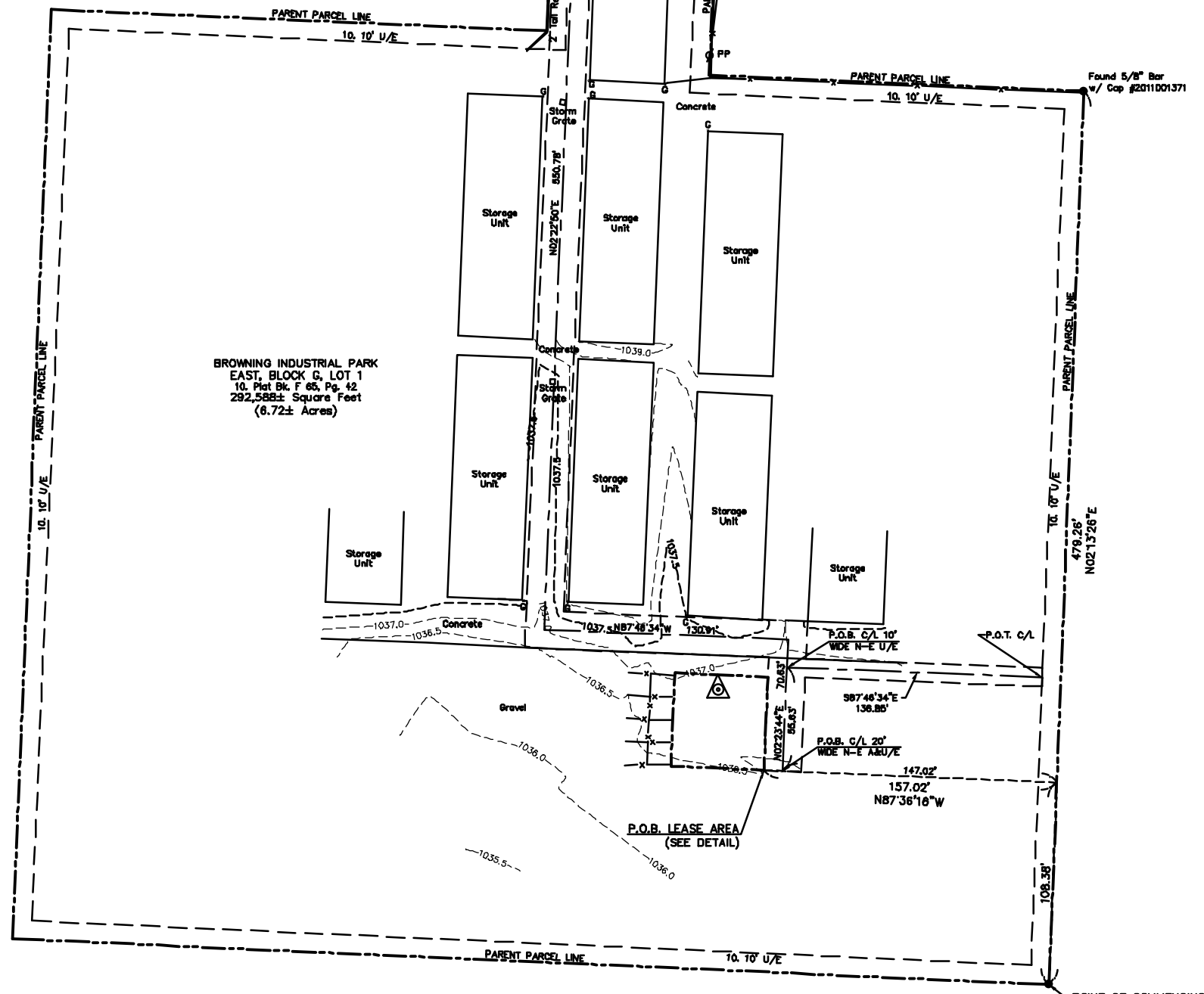


**FLOOD NOTE:**  
According to my interpretations of Community Panel No. 2909500313F of the Flood Insurance Rate Map for Jackson County, Missouri, dated 08-29-2006, the subject property is in Flood Zone "X", i.e. "areas determined to be outside the 0.2% annual chance floodplain".

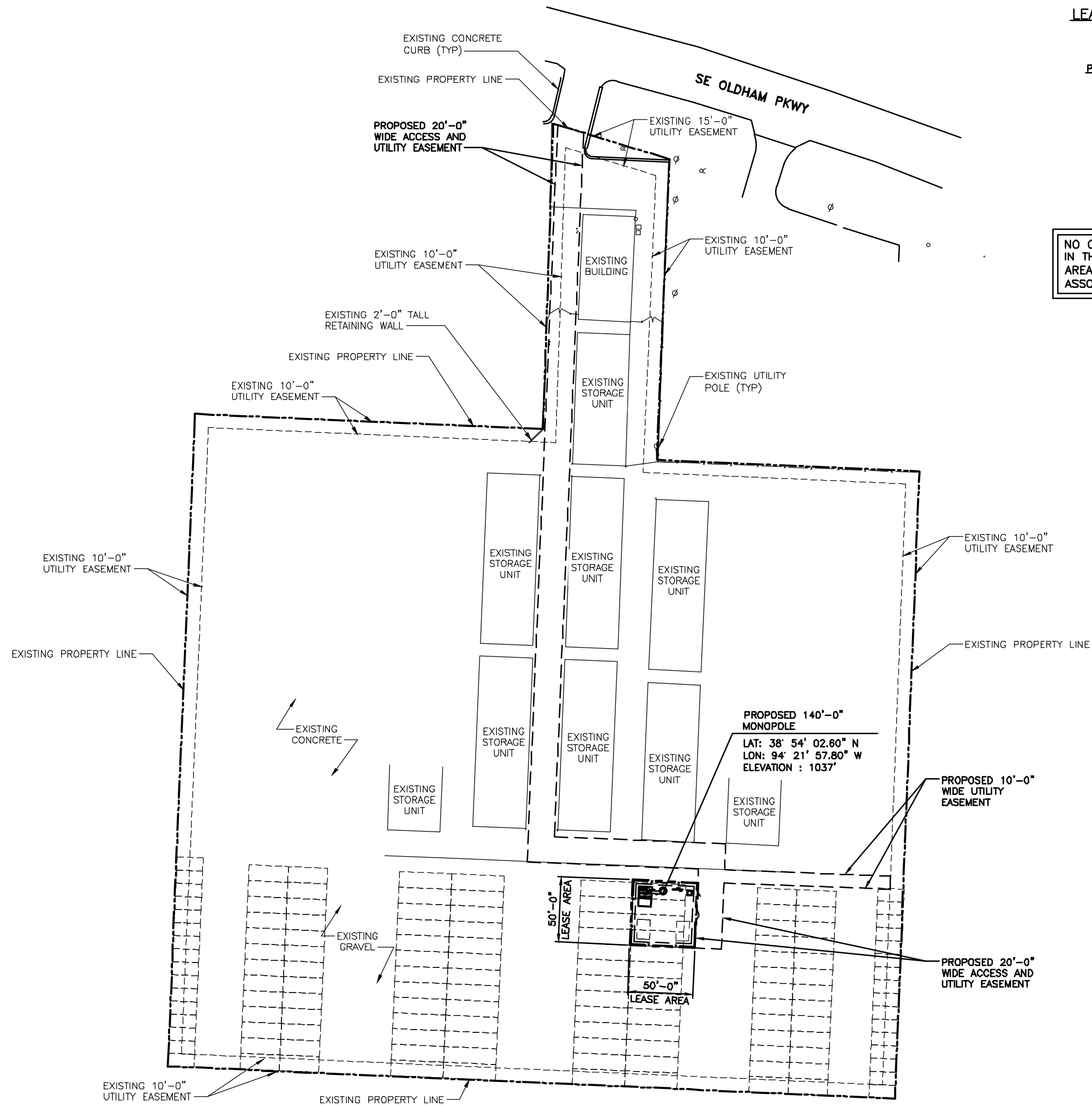
CALL BEFORE YOU DIG - DRILL - BLAST  
1-800-344-7483  
(TOLL FREE)  
MISSOURI ONE CALL SYSTEM, INC.

SITE I.D.: MO-07000  
SITE NAME: SE BLUE PKWY  
SITE LOCATION:  
485 SE OLDHAM PKWY,  
LEE'S SUMMIT, MO 64081  
LA PROJECT NO.: 16392  
DRAWN BY: A.C.T.  
CHECKED BY: J.B.L.  
DATE: 10-25-16  
FIELDWORK DATE: 10-21-16

**SHEET NUMBER**  
1 OF 1







**LEASE AREA & EASEMENT NOTES:**

LEASE AREA = 0.06 ACRES

**PROPOSED CLEAR & GRUB REMOVAL LIMITS:**  
 50'-0" x 50'-0" LEASE BOUNDARY  
 10' WIDE FOR UTILITY EASEMENT

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	329'-0"
SOUTH	150'-0"
EAST	183'-0"
WEST	372'-0"

NO OIL OR GAS WELLS HAVE BEEN OBSERVED IN THE PROPOSED LEASE OR EASEMENT AREAS PER THE SURVEY (LOVELACE & ASSOCIATES #16392). SEE PREVIOUS SHEET.

OVERALL SITE PLAN

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:

STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-2074 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-2074 STRUCTURAL/CIVIL SC  
 REJ ROBERT E. JENSEN E-2074 STRUCTURAL/CIVIL SC  
 TMS TERRY M. SUPER E-18521 ELECTRICAL E  
 SDK SHELLY D. KEISLING E-27323 ELECTRICAL E

**PRELIMINARY ISSUE**

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SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:

SE BLUE PKWY  
 MO-07000

CARRIER NAME & SITE NUMBER

SE BLUE PKWY  
 A5C0464A

SITE ADDRESS:

465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:

OVERALL SITE PLAN

SHEET NUMBER:

C-1.0

1 NOTE:  
 CONTRACTOR TO PROVIDE "KNOX BOX" 3200  
 SERIES RAPID ENTRY SYSTEM IN ASSOCIATION  
 WITH THE CITY OF LEE'S SUMMIT FIRE DEPT.  
 CONTACT ASSISTANT FIRE MARSHALL JIM EDEN  
 AT (816) 969-1303.

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:

STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-2312 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-2312 STRUCTURAL/CIVIL SC  
 REJ ROBERT E. JENSEN E-2312 STRUCTURAL/CIVIL SC  
 TMS TERRY M. SUPER E-18521 ELECTRICAL E  
 SDK SHELDON D. KEISLING E-27323 ELECTRICAL E

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SE BLUE PKWY  
 MO-07000

CARRIER NAME & SITE NUMBER

SE BLUE PKWY  
 A5C0464A

SITE ADDRESS:

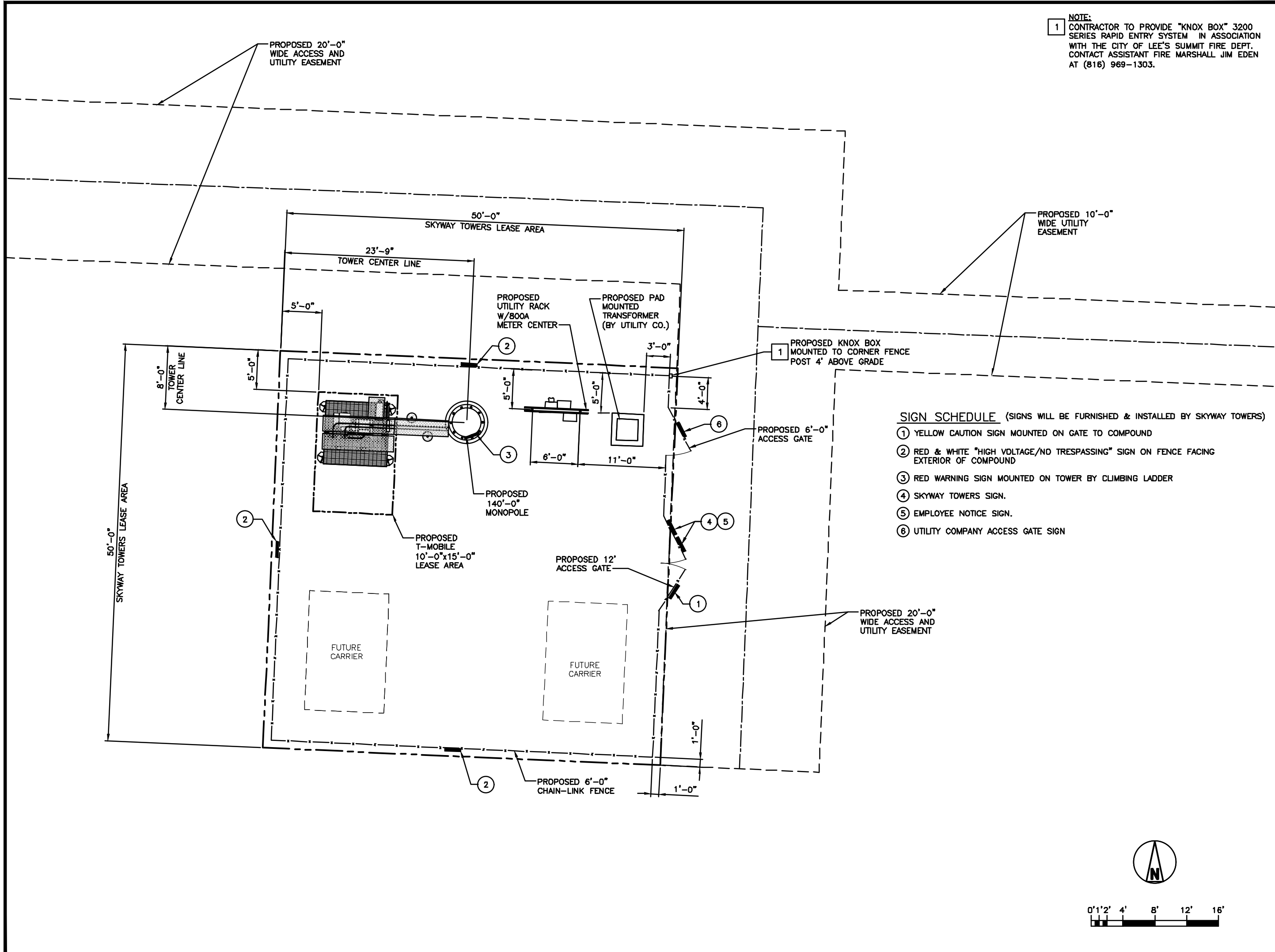
465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:

ENLARGED SITE PLAN

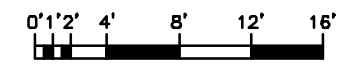
SHEET NUMBER:

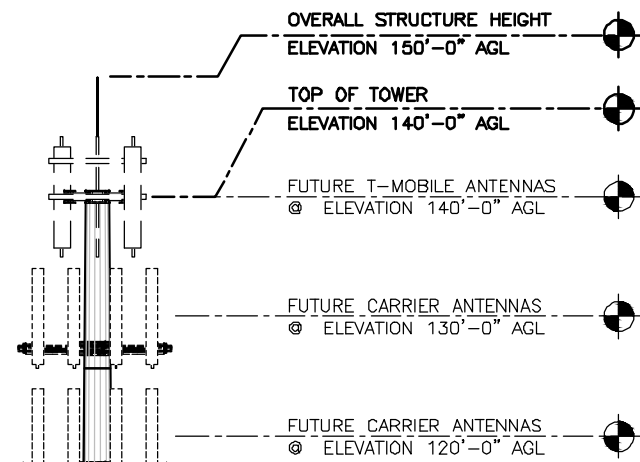
C-1.1



SIGN SCHEDULE (SIGNS WILL BE FURNISHED & INSTALLED BY SKYWAY TOWERS)

- ① YELLOW CAUTION SIGN MOUNTED ON GATE TO COMPOUND
- ② RED & WHITE "HIGH VOLTAGE/NO TRESPASSING" SIGN ON FENCE FACING EXTERIOR OF COMPOUND
- ③ RED WARNING SIGN MOUNTED ON TOWER BY CLIMBING LADDER
- ④ SKYWAY TOWERS SIGN.
- ⑤ EMPLOYEE NOTICE SIGN.
- ⑥ UTILITY COMPANY ACCESS GATE SIGN



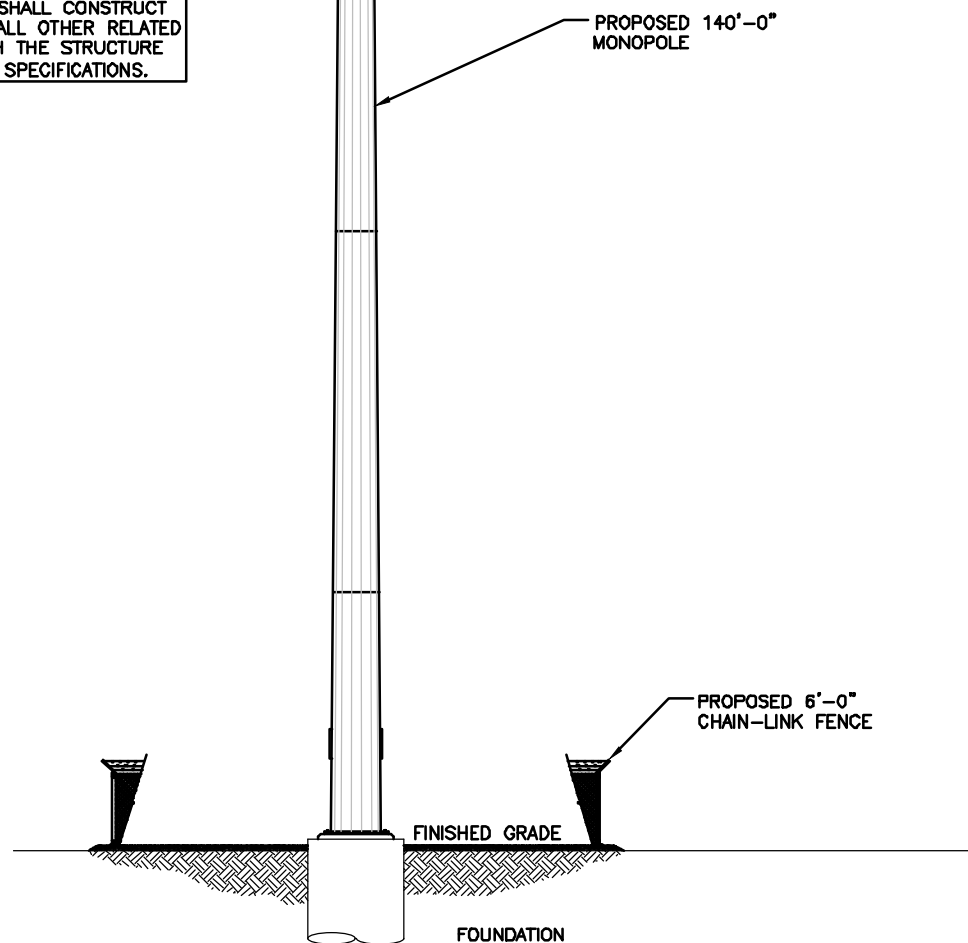


**NOTE:**

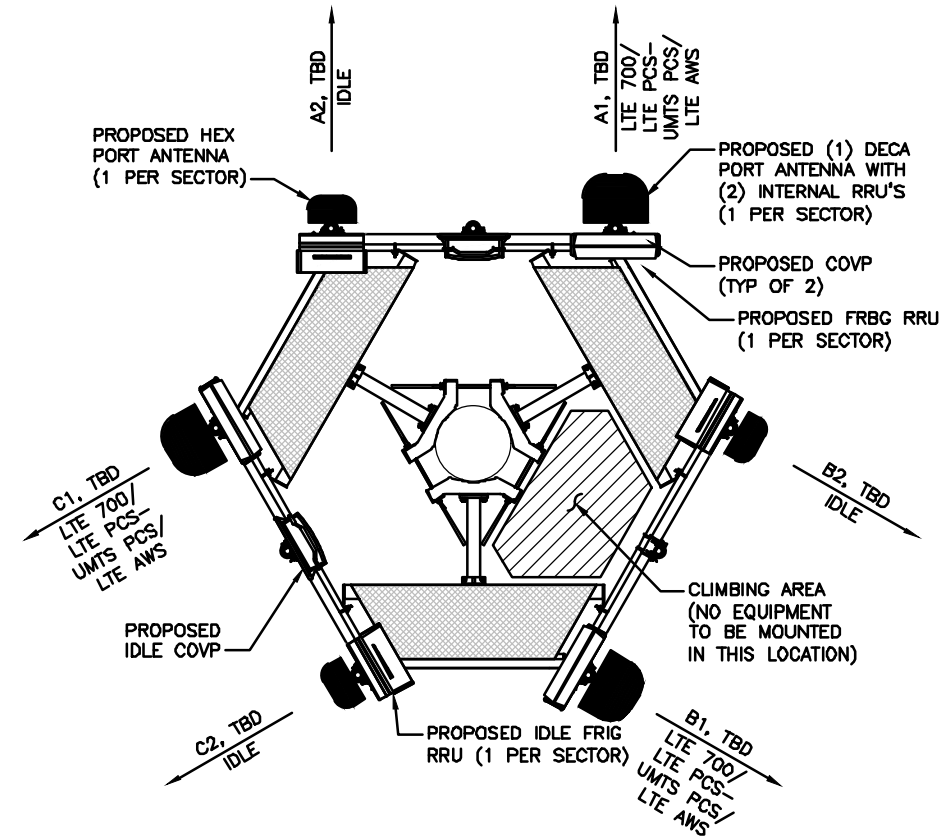
1. ALL TOWER INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY, AND MAY DIFFER FROM THE FINAL DESIGN PROVIDED BY THE TOWER MANUFACTURER. THE CONTRACTOR SHALL CONSTRUCT THE TOWER, GUY WIRES, FOOTINGS, AND ALL OTHER RELATED COMPONENTS IN ACCORDANCE WITH THE TOWER MANUFACTURER'S DRAWINGS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL DOCUMENT THE AS-BUILT CONDITION OF THE TOWER.

**NOTE:**  
ALL INFORMATION ON THIS PAGE IS PROVIDED BY SKYWAY TOWERS AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE SKYWAY TOWERS CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, MOUNT, AND COAX CABLE INFORMATION.

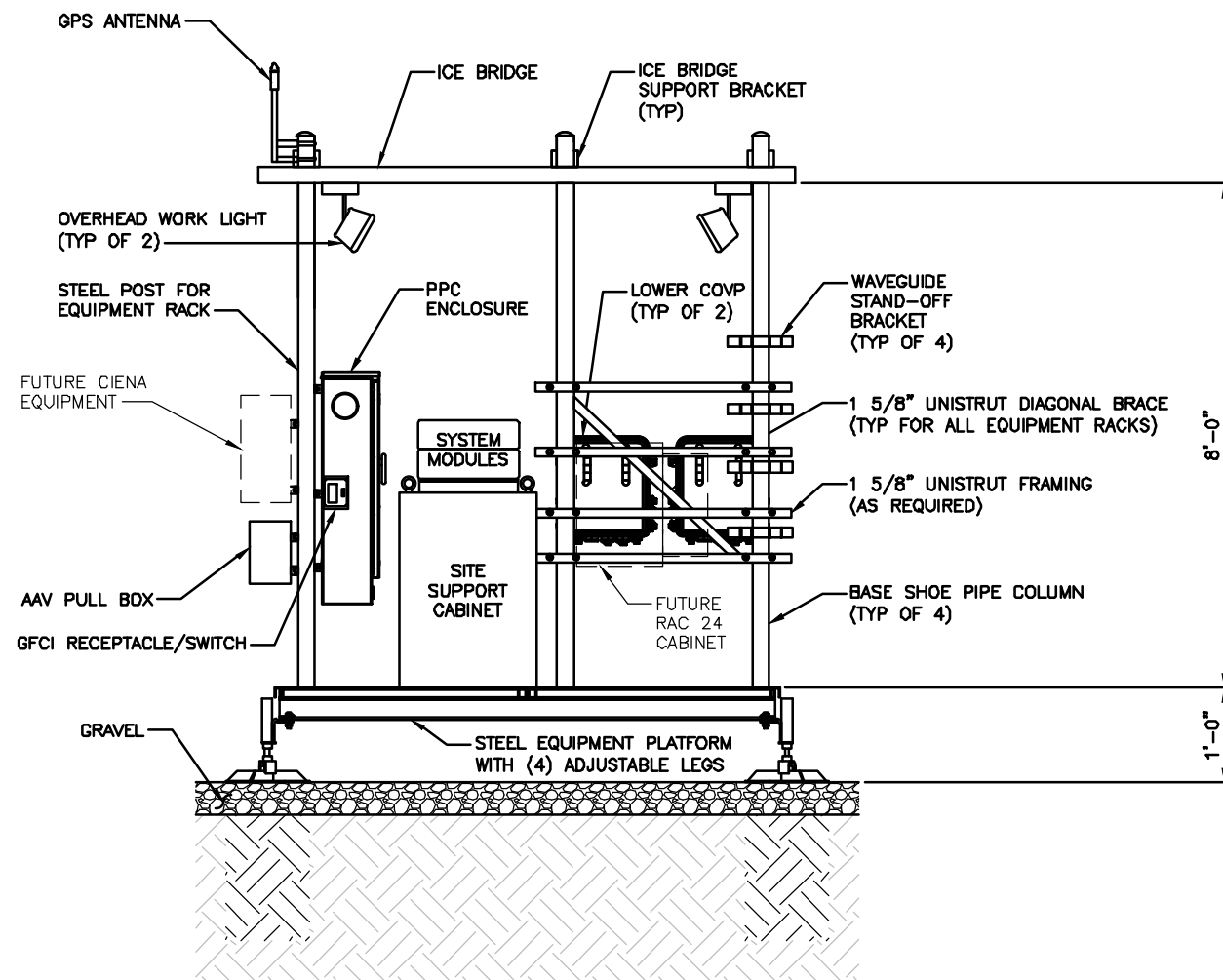
ALL STRUCTURE INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY, AND MAY DIFFER FROM THE FINAL DESIGN PROVIDED BY THE STRUCTURE MANUFACTURER. THE CONTRACTOR SHALL CONSTRUCT THE STRUCTURE, FOUNDATION, AND ALL OTHER RELATED COMPONENTS IN ACCORDANCE WITH THE STRUCTURE MANUFACTURER'S DRAWINGS AND SPECIFICATIONS.



TOWER ELEVATION



ANTENNA PLAN



EQUIPMENT PLATFORM ELEVATION

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777

ENGINEERING LICENSE:  
STATE OF MISSOURI  
STATE CERTIFICATE OF AUTHORIZATION # EF  
ENGINEER: PER:  
MLO MICHAEL L. OWENS E-22974 STRUCTURAL/CIVIL SC  
KV KEVIN VANMAELE E-22974 STRUCTURAL/CIVIL SC  
REJ ROBERT E. JENSEN E-22974 STRUCTURAL/CIVIL SC  
TMS TERRY M. SUPER E-18521 ELECTRICAL E  
SDK SHELLY D. KEISLING E-27323 ELECTRICAL E

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**SE BLUE PKWY  
MO-07000**

CARRIER NAME & SITE NUMBER  
**SE BLUE PKWY  
A5C0464A**

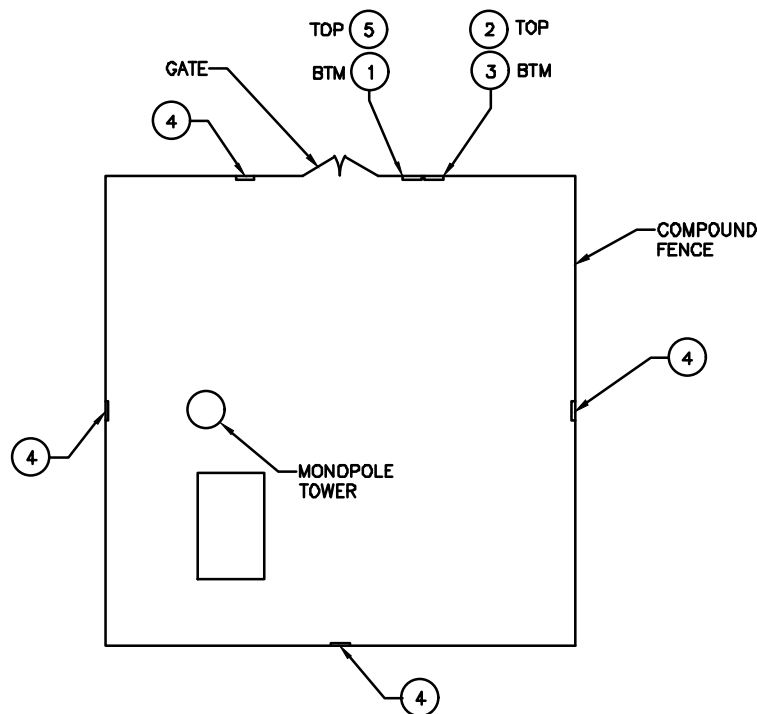
SITE ADDRESS:  
465 SE OLDHAM PKWY  
LEE'S SUMMIT, MISSOURI  
64081

SHEET DESCRIPTION:  
**EQUIPMENT ELEVATIONS  
& ANTENNA PLAN**

SHEET NUMBER:  
**C-2.0**



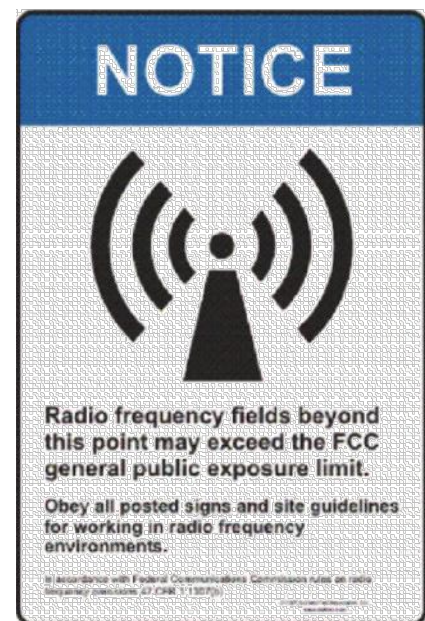
(SIGNS WILL BE FURNISHED & INSTALLED BY SKYWAY TOWERS)



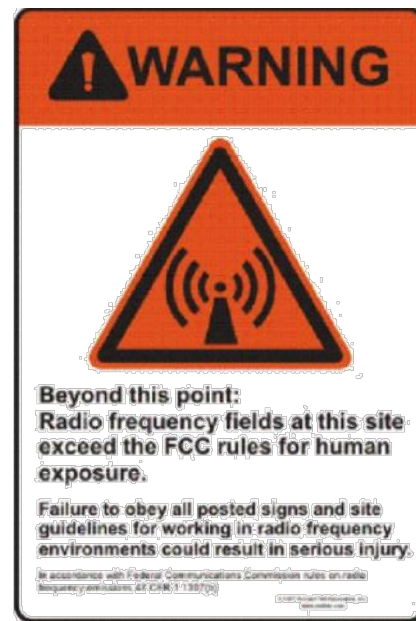
NOTE: SEE TYPICAL SIGNS AND SPECIFICATIONS DETAIL ON THIS SHEET FOR SIGN DESIGNATIONS.

OVERALL SIGN PLACEMENT

3



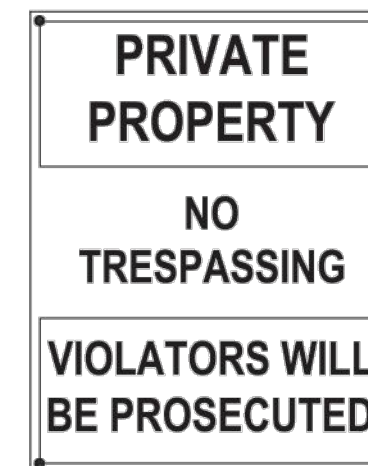
① NOTICE - RF SIGN (BLUE)  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



② WARNING - RF SIGN  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



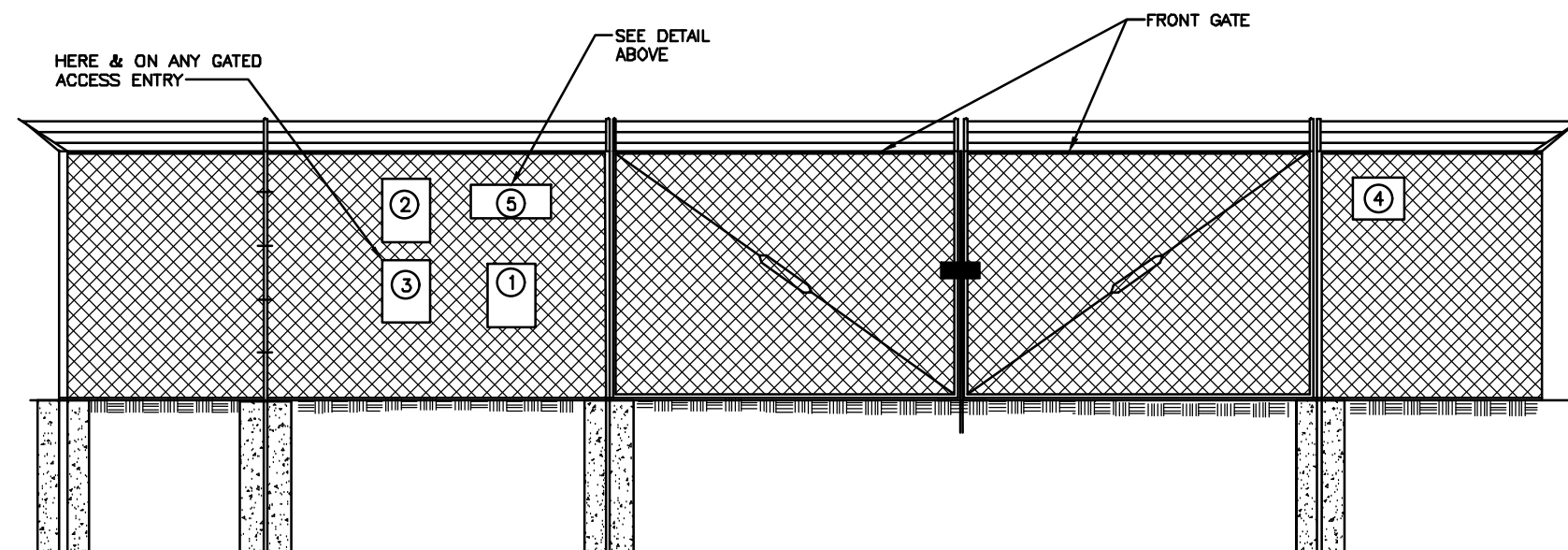
③ CAUTION - RF SIGN (YELLOW)  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



④ NO-TRESPASSING SIGN  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)

TYPICAL SIGNS & SPECIFICATIONS

1



**SIGNAGE NOTES:**  
1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.  
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

SITE SIGNAGE FRONT GATE VIEW

2

CARRIER:  
**T-Mobile**

PLANS PREPARED FOR:  
**SKYWAY TOWERS**

PLANS PREPARED BY:  
**SSC**  
9900 West 109th Street, Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777

ENGINEERING LICENSE:  
STATE OF MISSOURI  
STATE CERTIFICATE OF AUTHORIZATION # EF  
ENGINEER: PER:  
MLO MICHAEL L. OWENS E-27323 STRUCTURAL/CIVIL SC  
KV KEVIN VANMAELE E-27323 STRUCTURAL/CIVIL SC  
REJ ROBERT E. JENSEN E-27323 STRUCTURAL/CIVIL SC  
TMS TERRY M. SUPER E-18521 ELECTRICAL E  
SDK SHELDON D. KEISLING E-27323 ELECTRICAL E

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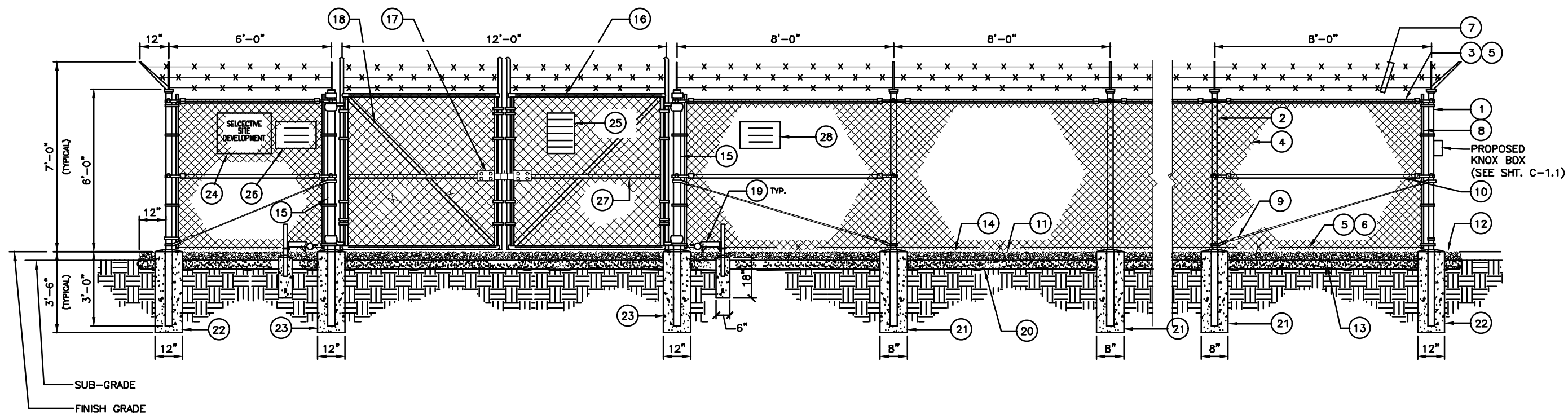
MLA NAME & SITE NUMBER:  
**SE BLUE PKWY MO-07000**

CARRIER NAME & SITE NUMBER:  
**SE BLUE PKWY A5C0464A**

SITE ADDRESS:  
**465 SE OLDHAM PKWY LEE'S SUMMIT, MISSOURI 64081**

SHEET DESCRIPTION:  
**SITE SIGNAGE DETAILS**

SHEET NUMBER:  
**C-2.1**



**REFERENCE NOTES:**

- 1 CORNER, END OR PULL POST 3" NOMINAL SCHEDULE 40 PIPE.
- 2 LINE POST: 2 1/2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
- 3 TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1083.
- 4 FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
- 5 TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
- 6 TENSION WIRE: 9 GA. GALVANIZED STEEL.
- 7 BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
- 8 STRETCHER BAR.
- 9 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- 10 FENCE CORNER POST BRACE: 1 5/8" DIA. EACH CORNER EACH WAY.
- 11 1 1/2" MAXIMUM CLEARANCE FROM GRADE.
- 12 2" FINISH A.E.G. OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- 13 4" COMPACTED 95% @ STRUCTURES, 90% ELSEWHERE, BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- 14 FINISH GRADE SHALL BE UNIFORM AND LEVEL.

- 15 GATE POST 4" SCHEDULE 40 PIPE, FOR GATE WIDTHS UP THRU 7 FEET OR 14 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083.
- 16 GATE FRAME: 1 1/2" PIPE, PER ASTM-F1083.
- 17 "MTS" MULTI-LOCKING DEVICE #MT-C6477, OR EQUAL
- 18 GATE DIAGONAL GALVANIZED STEEL 1 1/2" PIPE.
- 19 DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
- 20 GEOTEXTILE FABRIC
- 21 LINE POST: CONCRETE FOUNDATION (2000 PSI)
- 22 CORNER POST: CONCRETE FOUNDATION (2000 PSI)
- 23 GATE POST: CONCRETE FOUNDATION (2000 PSI)
- 24 18" x 24" SELECTIVE SITE DEVELOPMENT SIGN
- 25 12" x 18" YELLOW CAUTION SIGN
- 26 12" x 18" EMPLOYEE NOTICE SIGN
- 27 GATE FRAME BRACE: 1 5/8" DIAMETER.
- 28 12" x 18" DANGER HIGH VOLTAGE/NO TRESPASSING SIGN (TYPICAL ALL SIDES OF FENCED COMPOUND)

**GENERAL NOTES:**

- 1. INSTALL FENCING PER ASTM F-567
- 2. INSTALL SWING GATES PER ASTM F- 900
- 3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
- 4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
- 5. ALL OPEN POSTS SHALL HAVE END-CAPS.
- 6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
- 7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:  
 STATE OF MISSOURI  
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 MO-07000**

CARRIER NAME & SITE NUMBER  
**SE BLUE PKWY  
 A5C0464A**

SITE ADDRESS:  
 465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:  
**COMPOUND FENCE  
 DETAILS**

SHEET NUMBER:  
**C-3.0**



June 27, 2017

**VIA HAND DELIVERY**

City of Lee's Summit  
220 E. Green Street  
Lee's Summit, MO 64063  
Attn: Lee's Summit Development Center

RE: Skyway Towers (MO-07000) application for approval of a Special Use Permit/Preliminary Development Plan for construction of a wireless communications facility to be located south of SE Oldham Pkwy and west of SE Hamblen Road at 465 SE Oldham Pkwy, Lee's Summit, Missouri 64801. This location is known as the Storage Mart property owned by NEW TKG-KC LLC.

Dear City Staff:

Skyway Towers/T-Mobile is applying for a Special Use Permit for the installation of a 150' (155' w/ lightning rod) monopole wireless communications facility located south of SE Oldham Pkwy and west of SE Hamblen Road (Storage Mart).

The proposed Skyway Towers/ T-Mobile facility will be enclosed in a 50' x 50' lease area (chain link fenced area 50' x 50'). The design submitted with this application will elaborate on the equipment that will be contained within the fenced area. The proposed fenced area will also enclose the tower and future wireless carriers for collocation (no less than 2 additional).

Access will be gained from an existing 20' wide asphalt drive, which will connect to the existing gravel drive just south of SE Oldham Pkwy. The proposed utility easement comes to site from the north and is being coordinated with KCP&L.

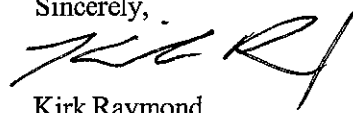
It is Skyway Tower/ T-Mobile's goal to retain as much of the existing property as possible – making the base of the site blend with the natural/existing surroundings.

**ADDITIONAL MATTERS**

This site is required to maintain T-Mobile's network coverage and capacity stability. T-Mobile customers rely on capacity sites as part of T-Mobile's network and rapidly growing data services. This area currently has diminished capacity and coverage therefore this proposed site's will have the ability to help offload data traffic and capacity from surrounding sites while also creating an improved coverage area. By helping to offload existing capacity of the neighboring sites, this tower will help existing sites become more efficient and effective.

Please direct any further questions or requirements to Curtis Holland/Kirk Raymond.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk Raymond". The signature is stylized with a large, sweeping "K" and "R".

Kirk Raymond



















**SKYWAY TOWERS**  
Site No: **MO07000**  
SE Blue Pkwy  
Lee's Summit, Missouri 64801

2813 West 186th St., Suite 201B  
Overland Park, Kansas 66219  
913.438.7700



  
**SKYWAY TOWERS**  
**Site No: MO07000**  
SE Blue Pkwy  
Lee's Summit, MO 64801

9900 West 109th St., Suite 300  
Overland Park, Kansas 66210  
913 438 7700





  
**SKYWAY TOWERS**  
**Site No: MO07000**  
SE Blue Pkwy  
Lee's Summit, MO 64801

9900 West 109th St., Suite 300  
Overland Park, Kansas 66210  
913 438 7700



**SKYWAY TOWERS /T-MOBILE APPLICATION  
SEPARATION REQUIREMENT WAIVER REQUEST**

This information is submitted in support of the Applicants' request for a waiver authorized under Section 10.600.F.3.c.(3) of the City's Unified Development Ordinance ("UDO").

The City of Lee's Summit ("City") has adopted setback and separation distance requirements for telecommunication towers/antennas as follows:

Section 10.600. Telecommunication towers/antennas

F. General requirements:

3. Special use permit. A telecommunications tower shall be subject to a special use permit, in accordance with the following considerations:

a. Setbacks. No new tower shall be constructed without setbacks from all property lines a distance equal to the height of the tower as measured from the base of the structure to its highest point (**1: 1 setback**) or as otherwise authorized by the Governing Body in approval of the special use permit. Accessory structures shall be governed by the setbacks for that particular zoning district. (**Emphasis added**).

b. Guy Anchors. Guy anchor foundations shall be setback a minimum of ten (10) feet from all property lines.

c. Separation Distances. The following are the required separation distances from other towers and residential:

(1) A telecommunications tower over ninety (90) feet in height shall be separated from any other telecommunications tower over ninety (90) feet in height by a distance of at least one (1) mile. (**Emphasis added**).

**(4) These separation distances may be waived if the Governing Body legislatively determines the application of these requirements would effectively prevent the provision of wireless telecommunications services within the City. (Emphasis added).**

As detailed below, Applicant has determined that T-Mobile has a significant gap in its network wireless coverage and network capacity in this area of Lee's Summit and that the Proposed Site (defined below) is the only available site to resolve these network deficiency issues. No other alternative sites are available to remedy these issues. There is one existing support structure in the Search Area (defined below) but is not adequate for the objectives of the applicant and therefore no collocation opportunities are available to remedy the network deficiencies.

There are no properties in the Search Area that are "available" (defined below). The Proposed Site meets the UDO 1: 1 setback requirement but does not meet the one (1) mile separation requirement



from existing towers over 90 feet in height. The separation distance from the Proposed Site to the existing structure (Missouri Department of Transportation) is .27 miles. The Applicants respectfully request the City grant a waiver of .73-mile separation requirement to satisfy the separation requirement.

Wireless communications systems rely on an overlapping and interconnected network of wireless facilities, or WCF's. WCFs are comprised of radio antennas together with other necessary electronic equipment that receive and transmit low-power radio signals to and from mobile wireless devices, thereby facilitating wireless communications. For the system to function without "gaps" in radio signal coverage and network capacity, the WCF's must be properly located, installed and functioning. If there is no properly functioning WCF within a given area, wireless service will be significantly impaired for customers within such areas. These wireless customers will experience unacceptable levels of wireless service, including failed attempts, busy signals, dropped calls and lack of data transmission.

A WCF must be located on a support structure that is of sufficient height to transmit and receive radio signals and located within a specific geographical area to provide line-of-sight communications with wireless devices. Each WCF has a limited maximum coverage area and limited maximum capacity, the extent of which varies depending upon several factors, including the antenna height, local topography, configuration of various existing structures and population densities.

T-Mobile's radio frequency ("RF") engineers determined that a significant gap in its network wireless coverage and network capacity exists in and around this area of Lee's Summit. See T-Mobile RF Report attached as Addendum I. To remediate these network deficiencies, T-Mobile engaged Skyway Towers to construct a WCF facility in this area of Lee's Summit. The T-Mobile RF engineers defined a geographic area called a "Search Area" near which the new WCF should be located.

Skyway Towers engaged the services of SSC to canvass the Search Area to determine if there were any existing support structures upon which the T-Mobile WCF could be collocated. SSC determined that there were no existing support structures of any kind in the Search Area and then canvassed the various tracts of land in the Search Area to investigate whether any of those tracts were "available" to build a new support structure to accommodate T-Mobile's WCF. To be "available" means the land tract (1) is located in the Search Area; (2) meets the requirements of the City's zoning regulations for a WCF; (3) contains sufficient land area to construct a WCF; and (4) the landowner is willing to lease the land under mutually agreeable terms. If the land tract cannot meet all 4 requirements, then it is NOT available for development of a WCF.

After a thorough investigation and serious consideration of all feasible alternative sites, T-Mobile and Skyway Towers determined that the Proposed Site is the only site in the Search Area that is "available" for development of a new WCF.

The proposed location of the WCF is legally described is located at 465 Southeast Oldham Parkway, Lee's Summit and is legally described as follows:

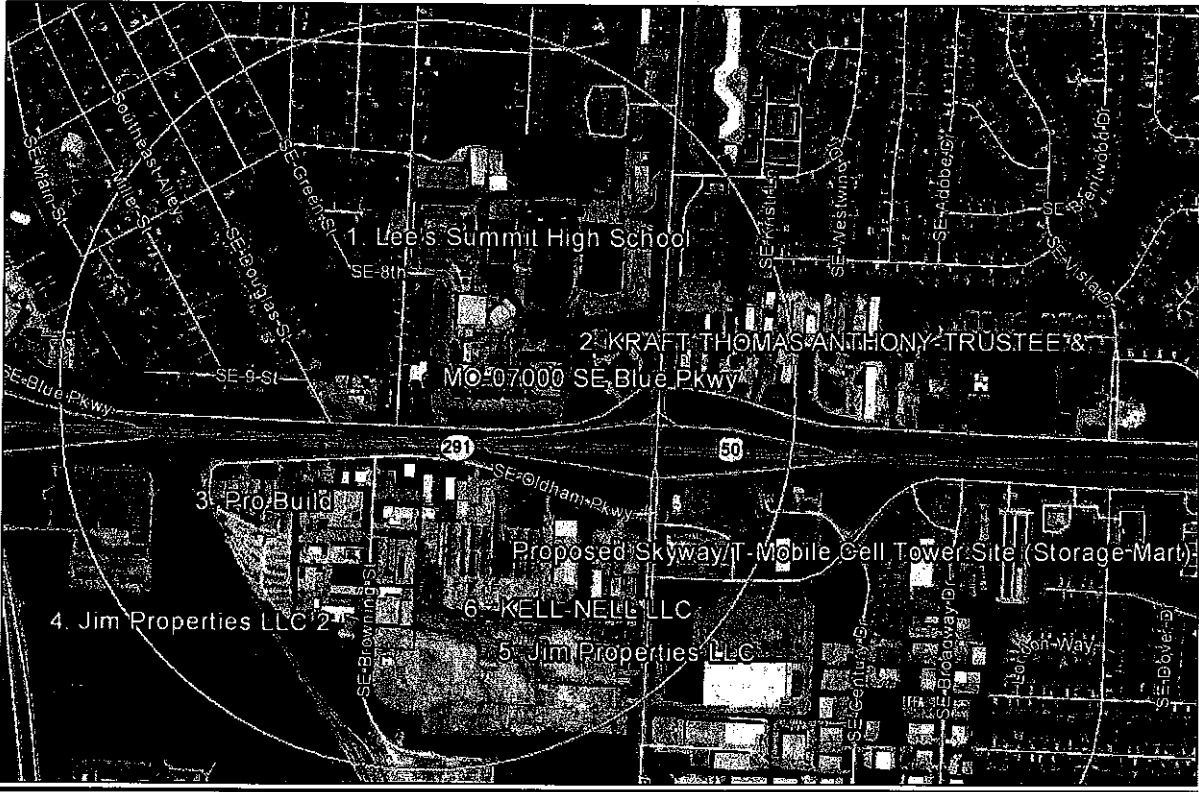
LOT 1, BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI (the "Proposed Site").

The other alternative locations in the Search Area and the reasons they were not available are described below. An aerial map showing the Search Area, the Proposed Site, and the alternative locations is attached as Addendum 1.

1. **Lee Summit High School:** There are no undeveloped areas that are practically capable of supporting a new WCF on this property. The property owner declined the proposal to allow a new WCF on the property. The proposal was for a light standard replacement with a WCF due west of the football complex. The only other possible locations would not meet the UDO 1:1 setback requirement.
2. **Kraft Thomas Anthony-Trustee:** Multiple attempts were made to contact the owner but the owner was non-responsive.
3. **Pro Build:** Multiple attempts were made to contact the owner but the owner was non-responsive.
4. **Jim Properties LLC 2:** The property owner declined the proposal to allow a new WCF on the property. The property owner has plans for future development and in order to meet the UDO 1:1 setback the WCF would need to be located in the center of the property. All other locations on the property would not meet the UDO 1:1 setback.
5. **Jim Properties LLC:** There are no undeveloped areas that are practically capable of supporting a new WCF on this property. The property owner declined the proposal to allow a new WCF on the property. The property owner has plans for future development and in order to meet the UDO 1:1 setback the WCF would need to be located in the center of the property. All other locations on the property would not meet the UDO 1:1 setback.
6. **Kell-Neil LLC:** There are no undeveloped areas that are practically capable of supporting a new WCF on this property. The property owner declined the proposal to allow a new WCF on the property. The proposed WCF would need to be located on the west portion of the property to meet the UDO 1:1 setback. The location proposed was declined by the property owner due to restricting use for his business and for future expansion to the existing building. All other locations on the property would not meet the UDO 1:1 setback.

For the reasons stated above, these alternative sites were not "available" according to the 4 criteria above. The Proposed Site is the only site meeting all 4 criteria. Denial of the waiver would effectively prevent the provision of wireless telecommunications services within the City.

**ADDENDUM 1**



SKYWAY TOWERS/T-MOBILE APPLICATION  
SUP – PL2017142/ PDP – PL2017143  
SETBACK WAIVER REQUEST

Applicant respectfully requests that the setback in this case be reduced by 10' from 160' to 150'. Pursuant to the City's UDO, Section 10.600.F.3.a., new towers shall be setback from all property lines a distance of not less than the height of the tower as measured to the highest point on the tower, "or as otherwise authorized by the Governing Body in approval of the special use permit." In this case, the top of the actual tower structure is 150' but the overall height is 160' to allow for the antennas and a lighting arrestor to be added near the top of the tower. The tower cannot be moved to meet the 160' setback standard and the currently proposed setback is 150'. To strictly comply with the City's setback standard, the tower structure would need to be lowered to 140' so that the antennas and lightning arrestor could be added near the top bringing the overall height to 150'. The justification for this request is as follows:

There is no safety or aesthetic benefit to maintaining a 160' setback in this case. First, towers do not fall over from the base and therefore it is highly unlikely that it would encroach onto adjoining properties in the event of a failure. Attached is a letter from the tower engineer stating that the tower fall zone is 150'. Second, there are no offsite buildings within 160' of the tower, so it would not damage any structures on adjoining property even if it were to fall over from the base. Third, there is no real visual difference if the tower were allowed to be 150' (overall 160'). The extra 10' will not be discernible to most laypersons. Finally, all of the surrounding property is zoned and used for industrial uses, so no aesthetic benefit is achieved by maintaining a 160' setback. Finally, the extra 10' in height would provide greater wireless coverage for T-Mobile and increase opportunities for collocation of other wireless antennas.

- 2017 - 142 -

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Development Services

# Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064  
(614) 398-6250 • mike@mfpeng.com

September 6, 2017

Skyway Towers  
3637 Madaca Lane  
Tampa, FL 33618

Re: Proposed 150-ft Monopole  
Located in Jackson Co., MO: Site #MO-07000 SE Blue Pkwy  
MFP #30317-020

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I will design this monopole to withstand a 3-second gusted wind speed of 90 mph ( $V_{asd}$ ) in accordance with ANSI/TIA-222-G for Jackson County. *The design will also conform to the requirements of the 2012-2015 International Building Code for an equivalent ultimate wind speed of 116 mph ( $V_{ult}$ ).*

In the very unlikely event of a catastrophic failure, the total fall zone of the structure would be limited to the overall height of the pole, or 150'.

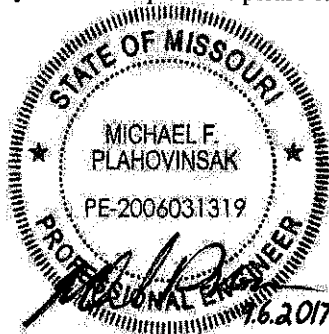
The structure will be designed and constructed per current City of Lee's Summit wind loading requirements.

The structure will be designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email [mike@mfpeng.com](mailto:mike@mfpeng.com).

Sincerely,

Michael F. Plahovinsak, P.E.  
Professional Engineer



- 2017-142 -  
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Development Services



**SPECIAL USE PERMITS  
TELECOMMUNICATION TOWERS IN LEE'S SUMMIT**

Appl. No.	Location/ Applicant	Zoning District	Ord. No.	Date	Approved/ Denied	Years Granted	Expiration Date	Tower Hgt (ft)	Waivers	Current Status
PL2017-037	248 NW Executive Way	PO	8129	04/06/2017	Approved	n/a	n/a	75 FT	Painting; Setbacks to property lines	In Effect
PL2016-054	244 NW Executive Way	PO	7922	07/14/2016	Denied	n/a	n/a	95 ft.	n/a	Denied
PL2015-122 1999-007	1310 NE Colbern Road Sprint/Crown Castle (orig. Sprint Spectrum)	AG	7741 4765	11/5/2015 04/15/1999	Approved	10 15	04/15/2024 04/15/2014	100	Gravel Drive	In Effect
PL2014-059	5 SE 16 <sup>th</sup> Street KCP&L Greater Missouri Operations Co.	PI	7494	07/10/2014	Approved	15	07/10/2029	100	Painting; Landscap- ing; Fencing; Separation Distance	In Effect
PL2014-058	1300 SE Hamblen Road KCP&L Greater Missouri Operations Co.	PI	7493	07/10/2014	Approved	15	07/10/2029	100	Painting; Landscap- ing; Fencing; Separation Distance	In Effect
PL2012-068	10 NE Tudor Road City of Lee's Summit Police Department	PO	7217	08/02/2012	Approved	15	08/02/2027	80	Painting; Landscap- ing	In Effect
PL2012-061 2007-055 1984-031	1351 NW Ward Road (orig. 750 NW Missouri Rd.) Aquila/KCP&L (orig. Missouri Public Service)	PI-1	7215 6475 3670 2585	08/02/2012 09/06/2007 06/16/1992 11/20/1984	Approved	10 10 10 8.5	06/13/2022 06/13/2012 06/13/2002 06/13/1992	200	Setbacks; Separation Distance	In Effect
PL2011-118 2001-106	905 NE Rice Road Voice Stream (now T- Mobile)	CP-2	7116 5216	12/1/2011 09/20/2001	Approved	10 10	09/20/2021 09/20/2011	120	Setbacks to property lines; Curbing	In Effect
PL2011-096 1996-005	202 SE 3 <sup>rd</sup> Street AT&T Wireless (orig. SW Bell Mobile)	CP-2	7105 4262	11/03/2011 04/09/1996	Approved	10 15	04/09/2021 04/09/2011	150	Use; Setback	In Effect

Appl. No.	Location/ Applicant	Zoning District	Ord. No.	Date	Approved/ Denied	Years Granted	Expiration Date	Tower Hgt (ft)	Waivers	Current Status
PL2010-018	900 SW Blue Parkway Colt & Garrett	CP-2	7049	05/19/2011	Approved	10	05/19/2021	150	Setbacks; Separation Distance	In Effect
2010-072	400 SW Nichols Road American Tower Corp.	CP-2	----	--/--/----	Denied	--	--/--/----	150	--	--
2010-023	150 NW Space Center Loop Dept. of Homeland Security	AG	6984	10/07/2010	Approved	20	10/07/2030	64	Fencing	In Effect
2010-012 2000-166	1749 SE Langsford Road Clearwire, LLC (orig. Sprint Spectrum)	CP-2	6973 5043	09/16/2010 10/05/2000	Approved	10 10	10/05/2020 10/05/2010	100	Fall Zone	In Effect
2009-098 2007-027 1989-013	111 SW Hook Road American Tower Corp. (orig. Jeff Hawkins)	AG	6896 6491 3287	03/04/2010 09/20/2007 05/09/1989	Approved	10 10 10	05/09/2019 05/09/2009 05/09/1999	300	--	In Effect
2007-232 1997-053	3650 SW Windemere Drive APT KC Inc.	AG	6578 4528	02/07/2008 10/21/1997	Approved	10 10	10/21/2017 10/21/2007	164	--	In Effect
2007-123 1996-045	1850 SE Hamblen Road Global Signal/Crown Castle (orig. Sprint Spectrum, Inc.)	PI-1	6477 4323	09/06/2007 08/20/1996	Approved	10 10	08/20/2016 08/20/2006	180	--	In Effect
2007-029 1996-042	2750 NW Clifford Road American Tower (orig. Jeff Hawkins)	AG	6493 4358	09/20/2007 11/05/1996	Approved	10 10	11/05/2016 11/05/2006	350	--	Renewal in Process
2007-028 1985-041	900 SW Blue Parkway American Tower (orig. MCI Cellular)	CP-2	6492 2660	09/20/2007 07/09/1985	Approved	10 20	07/09/2015 07/09/2005	167	--	Tower replaced. See PL2010- 018
2006-165 1986-013	2200 NW Lowenstein Drive American Tower (orig. Terry Gerber)	AG	6291 2783	10/19/2006 05/06/1986	Approved	10 20	11/03/2016 05/06/2006	600	Setback	Renewal in Process
2006-165 1991-034	2150 NW Lowenstein Drive American Tower (orig. Terry Gerber)	AG	6291 3620	10/19/2006 03/03/1992	Approved	10 14	11/03/2016 05/06/2006	200	Setback from I-470	Renewal in Process
2006-164 1995-009	1204 NE Woods Chapel Rd. American Tower (orig. SW Bell Mobile)	AG	6290 4128	10/19/2006 06/06/1995	Approved	15 5	06/06/2015 06/06/2000	150	Setbacks; Separation Distance	In Effect
2006-067 1981-004	1710 SE Hamblen Road Union Pacific Railroad (orig. Mo. Pac RR)	PI-1	6283 2203	10/05/2006 04/07/1981	Approved	20 20	09/21/2026 04/07/2001	200	Setback to residential	In Effect

Appl. No.	Location/ Applicant	Zoning District	Ord. No.	Date	Approved/ Denied	Years Granted	Expiration Date	Tower Hgt (ft)	Waivers	Current Status
1998-012	5740 NE Lakewood Way SW Bell Wireless	AG	4598	04/14/1998	Approved	20	04/14/2018	100	--	In Effect
1996-072	404 NW Woods Chapel Rd. Sprint Spectrum	AG	4354	10/08/1996	Approved	20	10/08/2016	120	Setback	In Effect
1996-071	207 SE Douglas Street Sprint Spectrum (replaced two towers with one)	CBD	4353	10/08/1996	Approved	20	10/08/2016	180	Use in CBD	In Effect
1996-055	300 NW Harding Road Sprint Spectrum	AG	----	11/19/1996	Denied	---	-----	150	--	---
1996-002	13100 E. 139th Street TV 32, Inc.	AG	-----	03/19/1996	Denied	---	-----	1,099	--	---
1995-018	5740 NE Lakewood Way SW Bell	AG	-----	12/17/1996	Denied	---	-----	150	--	---
1981-011	2251 SW M-150 Highway Landmark Cablevision	AG	----	--/--/----	Denied	--	--/--/----	225	--	--
1978-006	603 SW Persels Road Poos/Six-Star Cable	R-1	1856	03/21/1978	Approved- Legal non- conforming	20	03/21/1998	100	--	SUP no longer required



## Packet Information

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**File #:** 2017-1462, **Version:** 2

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Public Hearing - Appl. #PL2017-143 - Preliminary Development Plan for a telecommunication tower - 465 SE Oldham Parkway; Skyway Towers, applicant.

Issue/Request:

This application is for a new monopole telecommunication tower located at 465 SE Oldham Pkwy. This site is zoned PI (Planned Industrial) and is developed as a mini-warehouse storage facility. The telecommunication tower will be enclosed within a 50' x 50' fenced area immediately south of the storage buildings. The tower will be accessed through the storage facility.

Plans provided by the applicant depict a 150-foot tower that complies with all tower setback requirements; however, the applicant is seeking a modification to allow a 160-foot tower that does not meet the tower setback requirement. The tower setback is a requirement specific to Article 10 of the UDO which governs special uses, so the requested modification is addressed as part of the related special use permit application (Appl. #PL2017-142) for the tower that is also on this agenda for consideration.

Recommendation: Staff recommends **APPROVAL** of the preliminary development plan, subject to the following:

1. Approval of the preliminary development plan is contingent upon approval of the special use permit (Appl. #PL2017-142), for the telecommunication tower.
2. Development shall be in accordance with preliminary development plan date stamped August 1, 2017.

Committee Recommendation: **PLANNING COMMISSION ACTION:** On motion of Ms. Roberts and seconded by Ms. Dial, the Planning Commission voted seven "yes" (Mr. Watson, Mr. Lopez, Ms. Dial, Ms. Roberts, Mr. Funk, Mr. Sims, and Ms. Arth) and one "no" (Mr. Norbury) by voice vote to **Recommend APPROVAL** of Appl. # PL2017-143 - **PRELIMINARY DEVELOPMENT PLAN for a telecommunication tower - 465 SE Oldham Pkwy; Skyway Towers, applicant.**

## LEE'S SUMMIT PLANNING COMMISSION

Minutes of Tuesday, September 12, 2017

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The Tuesday, September 12, 2017, Lee's Summit Planning Commission meeting was called to order by Chairperson Norbury at 5:00 p.m., at City Council Chambers, 220 SE Green Street, Lee's Summit, Missouri.

### OPENING ROLL CALL:

Chairperson Jason Norbury	Present	Mr. Herman Watson	Present
Mr. Donnie Funk, Vice Chair	Present	Mr. Beto Lopez	Present
Ms. Colene Roberts	Present	Ms. Carla Dial	Present
Mr. Don Gustafson	Absent	Mr. Jeffrey Semmes	Present
Ms. Dana Arth	Present		

Also present were Hector Soto, Planning Division Manager; Jennifer Thompson, Staff Planner; Victoria Nelson, Staff Planner; Chris Hughey, Project Manager; Josh Johnson, Assistant Director, Development Services; Nancy Yendes, Chief Counsel Infrastructure and Zoning; Gene Williams, Senior Staff Engineer; Michael Park, City Traffic Engineer; Jim Eden, Assistant Fire Chief I, Fire Department; and Jeanne Nixon, Development Center Secretary.

### APPROVAL OF AGENDA:

Chairperson Norbury announced that there were no changes to the agenda, and asked for a motion to approve. On the motion of Ms. Roberts, seconded by Mr. Lopez, the Planning Commission voted unanimously by voice vote to **APPROVE** the agenda as published. On the motion of Ms. Roberts, seconded by Mr. Funk, the Planning Commission voted unanimously by voice vote to **APPROVE** the agenda as published.

<b>1. APPROVAL OF CONSENT AGENDA</b>
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- A. Application #PL2017-152 – FINAL PLAT – Pergola Park, 4th Plat, Lots 81 thru 107, and Tracts N, 8-4 and 9-4; Inspired Homes LLC, applicant**
- B. Minutes of the August 22, 2017 Planning Commission meeting**

On the motion of Ms. Roberts, seconded by Mr. Lopez, the Planning Commission voted unanimously by voice vote to **APPROVE** the Consent Agenda, Item 1A-B as published.

Chairperson Norbury stated that the Commission would hear both Items 2 and 3 at the same time. This was to make it unnecessary for the applicant to submit the same information and presentation twice. Each of the two applications would be voted on separately.

**2. Continued Application #PL2017-142 – SPECIAL USE PERMIT for a telecommunications tower – 465 SE Oldham Parkway, Skyway Towers, applicant**

**3. Application #PL2017-143 – PRELIMINARY DEVELOPMENT PLAN – telecommunications tower – 465 SE Oldham Parkway, Skyway Towers, applicant**

Chairperson Norbury opened the hearing for Application PL2017-142 and Application PL2017-143 at 5:02 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Curtis Holland, present representing Skyway Towers, gave his address as 6201 College Blvd., Ste. 500 in Overland Park, Kansas. Skyway Towers, the proposed owner and developer, was a national development company that entered into agreements with wireless carriers for their towers to provide support infrastructure. In this application, Skyway had an agreement with T-Mobile to attach their wireless antennas to the tower. Mr. Holland commended staff on their assistance in preparing the applications and working through some of the issues. Staff was recommending approval of the structure.

Mr. Holland displayed an aerial rendering of the subject property and its surroundings, with tower's location marked by a yellow tack. It was adjacent to a Storage Mart's mini-warehouses. US 50 Highway ran east-west along the property's north side, with Lee's Summit High School across the highway. Oldham Parkway was to the east. Mr. Holland remarked that this tower's location next to a mini-warehouse use was a location unlikely to raise any objections. The land and surrounding properties were zoned for industrial uses. He displayed a photo simulation of the proposed monopole tower, stating that it was designed to accommodate additional users. Space at the bottom of the pole would be used for necessary equipment.

The applicants had requested a modification to landscaping requirements, due to the industrial location and the lack of visibility. Staff was supporting this modification, as well as a request to waive the requirement of painting the galvanized steel structure. The applicants also intended to ask for a modification for the setback equal to the height of the 150-foot tower. The way the code was interpreted in Lee's Summit, the antennas at the top were taken into consideration along with the tower structure itself. The structure was 140 feet tall, plus the antennas and a lightning arrester that increased the overall height to 150 feet. The original application had requested a 160-foot structure to allow a full 150-foot height but the applicants had been unable to meet the ordinance requirement according to that interpretation. At this point, they intended to request this modification to allow the extra height at the City Council level, as it was that governing body that would make the decision. Mr. Holland added that in all other respects the tower conformed to City requirements, and the applicant agreed to staff's Recommendation Items.

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

Mr. Soto entered Exhibit (A), list of exhibits 1-18 into the record for Application PL2017-142, and Exhibit (B), list of exhibits 1-14 for Application PL2017-143. He added that from here on the Commission would be looking at PowerPoint presentations from staff. He first displayed an aerial map of the site, he addressed some of the nearby land uses. Most of the property to the east, west and north of the site had been developed for industrial uses. A trucking facility under

construction was to the immediate south. This would include a 41,000 square foot building, and the property could accommodate up to 100 trucks. The tower's site was about 26 acres. Then displaying a zoning map, Mr. Soto noted that all of this area south of US 50 and east of the Union Pacific Railroad right-of-way had industrial zoning and uses. The area was bounded on three sides by US 50, Bailey Road and Hamblen Road. With a total height of either 150 or 160 feet, the structure would be within a 50 x 50-foot lease site, on a 6.7 industrial parcel. Mr. Soto confirmed that it would be at the south end of the existing storage buildings. He confirmed that the applicant wanted a tower structure of 150 feet, plus 10 feet of tower appurtenances including antennas, for a total height of 160 feet. A displayed detail of the site plan contrasted the setbacks for this height with those for a total of 150 feet. It indicated the length of setbacks on all four sides for both heights, with all setbacks for the 150-foot height in compliance with City requirements. The south setback for the 160-foot height was 150 feet, which would not be in compliance. The next elevation showed the 150-foot tower's components. Mr. Soto confirmed that staff supported the requested modifications for the landscaping requirement and tower painting. Staff did not support the request for a total height of 160 feet. He added that the next UDO amendment would eliminate the requirement for tower painting.

Concerning the landscaping requirement, Mr. Soto pointed out that the tower site was in an area with a high coverage percentage of concrete and compacted gravel. The dashed spaces indicated south of the buildings indicated the storage facilities for outside storage of boats and recreational vehicles. The site essentially had not open space for landscaping. Moreover, the buildings effectively blocked the lease site from public view from the major roads nearby, and for these reasons staff supported the requested landscaping modification. The requested third request for setback modification would be granted or denied by the City Council. Staff was in favor of maintaining the required 150-foot setback; and staff had seen no evidence that this would impact the facility's delivery of service. Mr. Soto confirmed staff's reasons to support both applications. The neighborhood's character, zoning and uses was industrial. The nearest residential-zoned property being Lee's Summit High School, across US 50 and about 900 feet away; and the nearest property actually having residential uses was 1,320 feet away. The tower would have no negative impact on the adjoining industrial properties; and a tower at this location would improve wireless coverage in the area.

Mr. Soto then reviewed staff's four Recommendation Items for the Special Use Permit (PL2017-142). Recommendation Item 1 granted the modification to the tower painting requirement, *"to allow the tower to be galvanized as shown on the plans."* Item 2 recommended another modification for the required landscaping screening to allow the applicants to omit the landscaping around the tower's perimeter. Recommendation Item 3 required the applicant to *"maintain setbacks from all property lines a distance at least equal to the height of the tower as measured from the base of the tower to its highest point."* Item 4 stated that approval was contingent upon approval of the preliminary development plan.

Approval of the preliminary development plan (PL2017-143) was, in return, contingent on approval of the Special Use Permit, and the development would be consistent with the current version of the PDP, stamped August 1, 2017. Mr. Soto added that this PDP was for a 140-foot tower with 10 feet added for the antennas and lightning resistor.

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.

Chairperson Norbury asked Mr. Holland if it was correct that the part of the parcel to be used for the structure was next to the storage facility's outdoor RV and boat parking. Mr. Holland answered that this was correct; however, it was also adjacent to the mini-warehouses used for indoor storage. The business provided by indoor and outdoor storage. Chairperson Norbury then asked about the pad where the tower would be located, and Mr. Holland answered that they had leased a 50x50 foot area at the south end. That area would be surrounded by a security fence. Chairperson Norbury asked what the consequences would be of someone hitting the tower with an RV. Mr. Holland replied that a driver would have to go through the gate or fence and at a rather high speed.

Chairperson Norbury noted that concerns about safety were typically raised in earlier applications of this kind; and he wanted to ensure that the surroundings were managed safely. He was not sure that this would be addressed in an environment where the facility would be surrounded by large vehicles. Mr. Holland replied that these towers were designed to withstand considerable force; including 90 mph winds with half inch radial ice. The tower would have a massive concrete foundation and the base was bolted to the concrete. A vehicle hitting it would have to be large and be moving at a high speed; which would be difficult in that small area. These kinds of pole structures were widely used, including the one nearest City Hall, and this had not been an issue. The scenario Chairperson Norbury was concerned about was unlikely.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearings for Applications PL2017-142 and PL2017-143 at 5:33 p.m. and asked for discussion among the Commission members, or for a motion.

Ms. Roberts made a motion to recommend approval of Application PL2017-142, Special Use Permit for a telecommunications tower: 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff's letter of September 8, 2017, specifically Recommendation Items 1 through 4. Mr. Lopez seconded.

Chairperson Norbury asked if this approval was for a tower with a total height of 150 feet. Ms. Yendes confirmed that it was. Hearing no other questions, Chairperson Norbury called for a vote.

On the motion of Ms. Roberts, seconded by Mr. Lopez, the Planning Commission members voted by voice vote of seven "yes" and one "no" (Chairperson Norbury) to recommend **APPROVAL** of Application PL2017-142, Special Use Permit for a telecommunications tower: 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff's letter of September 8, 2017, specifically Recommendation Items 1 through 4.

Chairperson Norbury then called for a motion on Application PL2017-143.

Ms. Roberts made a motion to recommend approval of Application PL2017-143, Preliminary Development Plan: telecommunications tower, 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff's letter of September 8, 2017, specifically Recommendation Items 1 and 2. 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 Ms. Roberts, seconded by Ms. Dial, the Planning Commission members voted by voice vote of seven “yes” and one “no” (Chairperson Norbury) to recommend **APPROVAL** of Application PL2017-143, Preliminary Development Plan: telecommunications tower, 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff’s letter of September 8, 2017, specifically Recommendation Items 1 and 2.

(The foregoing is a digest of the secretary’s notes of the public hearing. The transcript may be obtained.)

<p><b>4. Application #PL2017-144 – PRELIMINARY DEVELOPMENT PLAN – Kessler Ridge at New Longview, 2nd Plat, Lots 56-87, Tracts E-G, northeast corner of Longview Blvd. and Longview Rd.; Inspired Homes, LLC, applicant</b></p>
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Chairperson Norbury opened the hearing at 5:35 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Shannon Buester of Olsson Associates, gave her address as 1301 Burlington, Ste. 100, North Kansas City, Missouri. She related that this application was an amendment to the approved preliminary plat for Kessler Ridge. The first plat had already been developed and the water detention installed with this plat. Displaying the site plan, she explained that the the plan that was approved didn't show a layout for the area at the southwest corner by the roundabout. The neighbors on the south side of Longview Road were concerned about this; as they had wanted an area to serve as a buffer. The housing product type in the first plat was the traditional single-family home and they wanted a buffer at the roundabout to suggest the atmosphere of the existing TNZ neighborhood. They had held some discussions with the neighbors.

One approach involved three existing historic houses were undergoing assessments as to whether they were salvageable and what adaptive uses might be possible. One was considered in very poor shape and might be parted out for scrap to help restore the other two. The applicants had platted a lot for these two houses, planning an open space park area, which could provide the needed buffer. The garages were on the back of the cul-de-sac and faced the park on the north and Longview Road on the south. In working with staff, the applicants had originally shown the cul-de-sac functioning as more of an alley, which raised concerns about emergency vehicle access. They had widened it to the size of a traditional cul-de-sac.

The applicants were in agreement with staff's 7 Recommendation Items; however, the Traffic Impact Analysis did include a few items they wanted to discuss. First, there seemed to be some concern over the lack of on-street parking. This had not come up in the several pre-application meetings and most of the plat was traditional, 70-foot wide single-family lots. Much of the street frontage was not developed at all, some of it taken up by the historic homes and open space. The applicants did not believe on-street parking would be a problem. Concerning sidewalks, the traffic analysis' wording seem to suggest that the developers were not providing them. The cul-de-sac did not have sidewalks, because despite its size it was intended basically for use as an alley. It was intended for utility and not specifically for pedestrians. However, the houses did have sidewalks in front, as did Longview Boulevard, Redbuck and Longview Road.

Following Ms. Buester's presentation, Chairperson Norbury asked for staff comments.

Ms. Thompson entered Exhibit (A), list of exhibits 1-15 into the record. She stated that the applicant proposed a single-family subdivision, Kessler Ridge at New Longview, 2nd plat, which also served as the preliminary development plan. It was at the corner of Longview Boulevard and Longview Road, and had single-family subdivisions adjacent to the north, east and south, with the historic dairy barn buildings to the west. Zoning to the north, south and west was mostly PMIX, with a combination of R-1 and RP-1 to the east and south. The total area was 11.55 acres, with 32 lots and three common area tracts. Average density would be 2.77 units per acre including the common area and 3.03 units per acre excluding the common area. Proposed building setbacks were 20 feet for a front yard, 5 feet for side yards and a 25-foot setback for lots 56 through 77. Lots 78 through 87 had three-foot yard setbacks. The site plan showed two distinct areas. The lots to the north and east were standard single-family lots and were actually a continuation of Kessler Ridge 1st Plat. The ten lots in the southwest corner were in the transitional neighborhood category. Ms. Thompson displayed elevations of proposed homes, for the TNZ portion and the standard single-family lots, noting several design options for the TNZ portion such as front porches and stoops and detached garages. In contrast, those for the standard single-family lots.

Ms. Thompson concluded that staff considered this development compatible with adjacent land uses and appropriate for that site. The proposed design standards were consistent with those applied to single-family development at New Longview. She cited staff's seven conditions. (1) The development would be consistent with the preliminary development plan date stamped August 1, 2017. (2) The development standards would be shown on the PDP, with the same date. This included density, lot area and setbacks. (3) Architecture, building materials and colors would be as shown on the building elevations of the same date. Items 1, 2 and 3 were standard requirements for approval.

Recommendation Items 4 and 5 specified setbacks. For lots 56-77, Item 4 recommended: front yard setbacks from 20 to 25 feet; side setbacks a minimum of 5 feet and 15 feet from a side street. Rear setbacks were a minimum 25 feet. For lots 78-87, Item 5 recommended front setbacks of 20 feet, side setbacks at least 5 feet and rear setbacks at least 3 feet. Recommendation Item 6 provided that "*porches, cantilevers, roofs, roof overhangs and any and all building appurtenances may encroach a maximum of 8 feet into the front building setback.*" Recommendation Item 7 recommended the developer be responsible for constructing a white rail fence along SW Longview Road, similar to those seen in other parts of Longview Road and the New Longview development.

Ms. Thompson noted an error in staff's letter. Staff requested that Items 11 and 12 in the Codes and Ordinance section be deleted.

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.

Mr. Funk asked for clarification about where sidewalks were omitted. Ms. Buester explained that sidewalks were used throughout except around the cul-de-sac. It actually functioned as an alley. Ms. Buester pointed out the very narrow setbacks with garages backing up to the cul-de-sac. The driveways were very short, about 8 feet; so sidewalks would essentially route

pedestrians into driveways close to the back of a garage. Mr. Funk replied that every house had a garage that cars pulled out of and he assumed they would have sidewalks as well as an area for children to play after they rode out of the garage. Ms. Buester pointed out that in a traditional subdivision with a garage in front, they would have a setback as much as 30 feet. In New Longview, the driveways backed into alleys and driveways could not be very long. With an 8-foot driveway a car could back into a sidewalk very quickly.

Ms. Roberts asked to see where on-street parking would be allowed. Mr. Park explained that the parking would have to be a minimum distance back from a stop sign or anywhere parking would be restricted, such as a fire hydrant. He pointed out the stretches on Redbuck, Merriam Drive and Edwards Drive. Parking would not be allowed along Longview Boulevard, Longview Road and the cul-de-sac. Ms. Roberts then asked where the white rail fence on Longview would be in relation to the sidewalk, and what material it would be. Ms. Thompson answered that it was a continuation of the fence along Longview, and staff had not received any details about placement. Mr. Todd Lipshutz of Inspired homes explained that the existing fence was installed when Kessler Ridge Phase 1 was developed and would sit at the back edge of the right-of-way. Ms. Buester clarified that the sidewalk was in the right-of-way and the fence ran along the right-of-way. The expanse of fence would have gaps for residents to access the sidewalk.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:50 p.m. and asked for discussion among the Commission members.

Ms. Roberts was concerned about the parking, noting that people often used their garages for storage and parked cars outside. Chairperson Norbury noted that this was what was asked for,, and was the arrangement elsewhere in the Longview development; and no problems had been reported. Ms. Roberts noted that teenagers had extra cars and she was concerned about where the overflow would go, especially with no on-street parking allowed on Longview Road or Longview Boulevard.

Ms. Dial remarked that in New Longview diagonally across from the roundabout were several houses that had no on-street parking. Further down on Longview parallel parking was available at turn-outs. She did not like the idea of five houses in a row fronting a street with no parking. Ms. Roberts remarked that people were likely to park in the cul-de-sac.

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

Mr. Funk made a motion to recommend approval of Application PL2017-144, Preliminary Development Plan: Kessler Ridge at New Longview, 2nd Plat, Lots 56-87, Tracts E-G, northeast corner of Longview Blvd. and Longview Rd.; Inspired Homes, LLC, applicant; subject to staff's letter of September 8, 2017, excluding items 11 and 12 in the Codes section. Mr. Lopez seconded.

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

On the motion of Mr. Funk, seconded by Mr. Lopez, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2017-144, Preliminary



Development Plan: Kessler Ridge at New Longview, 2nd Plat, Lots 56-87, Tracts E-G, northeast corner of Longview Blvd. and Longview Rd.; Inspired Homes, LLC, applicant; subject to staff's letter of September 8, 2017, excluding items 11 and 12 in the Codes section.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

**5. Application #PL2017-153 – REZONING** from AG to PI – Tailor Made Landing, 1600 SE Hamblen Rd.; Nolte & Associates, applicant

Chairperson Norbury opened the hearing and announced that Application PL2017-153 was being continued to a date certain of September 26, 2017 at staff's request. He asked for a motion to continue.

Mr. Funk made a motion to continue Application PL2017-153 to a date certain of September 26, 2017. Ms. Roberts seconded.

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

On the motion of Mr. Funk, seconded by Ms. Roberts, the Planning Commission members voted unanimously by voice vote to **CONTINUE** Application PL2017-153 to a date certain of September 26, 2017.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

## **OTHER AGENDA ITEMS**

**6. Discussion – proposed amendment to Planning Commission bylaws**

Mr. Soto stated that the proposed change moved the public comment section up to in front of approval of the consent agenda. At a recent meeting a resident had questions about a consent agenda item but could not bring this up until the public comments period. Ms. Roberts commended staff for following this up so quickly. There were no objections to the change. He noted some 'clean up' language regarding titles of departments. Chairperson Norbury stated that this would be voted on at the next meeting.

## **PUBLIC COMMENTS**

There were no public comments at the meeting.

## **ROUNDTABLE**

There were no Roundtable items at the meeting.

## **ADJOURNMENT**

There being no further business, Chairperson Norbury adjourned the meeting at 6:10 p.m.

PC 091217

# City of Lee's Summit

## Development Services Department

September 8, 2017

TO: Planning Commission  
CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services *J.R.J.*  
PREPARED BY: Shannon McGuire, Planner  
RE: **CONTINUED PUBLIC HEARING – Appl. #PL2017-143 –  
PRELIMINARY DEVELOPMENT PLAN for a telecommunication tower  
– 465 SE Oldham Pkwy; Skyway Towers, applicant**

### Commentary

This application is for a new monopole telecommunication tower located at 465 SE Oldham Pkwy. This site is zoned PI (Planned Industrial) and is developed as a mini-warehouse storage facility. The telecommunication tower will be enclosed within a 50' x 50' fenced area immediately south of the storage buildings. The tower will be accessed through the storage facility.

Plans provided by the applicant depict a 150-foot tower that complies with all tower setback requirements; however, the applicant is seeking a modification to allow a 160-foot tower that does not meet the tower setback requirement. The tower setback is a requirement specific to Article 10 of the UDO which governs special uses, so the requested modification is addressed as part of the related special use permit application (Appl. #PL2017-142) for the tower that is also on this agenda for consideration.

### Recommendation

Staff recommends **APPROVAL** of the preliminary development plan, subject to the following:

1. Approval of the preliminary development plan is contingent upon approval of the special use permit (Appl. #PL2017-142), for the telecommunication tower.
2. Development shall be in accordance with preliminary development plan date stamped August 1, 2017.

### Project Information

**Proposed Use:** 150-foot or 160-foot monopole wireless communications facility

**Zoning:** PI (Planned Industrial District)

**Land Area:** 292,414.97 square feet (6.71 acres)

**Site Area:** 50' x 50' fenced area

**Location:** 465 SE Oldham Pkwy (Lot 1, Browning Industrial Park East BLK.G)

**Surrounding zoning and use:**

**North (across SE Oldham Pkwy):** US 50 Hwy

**South:** PI (Planned Industrial District) – Office/warehouse under construction

**East:** PI (Planned Industrial District) – Office/warehouse

**West:** PI (Planned Industrial District) – Office/warehouse

## Background

- April 7, 1992 – The City Council accepted the final development plan (Appl. #1992-100) for Safety Mini Storage.
- May 4, 2000 – The City Council granted a special use permit (Appl. #1999-061) to operate a mini-storage facility for a period of 25 years, by Ord. #4960.

## Analysis of the Preliminary Development Plan

The request is for a new monopole telecommunications tower located at 465 SE Oldham PKWY. The monopole will be enclosed within a 50' x 50' fenced area and will be accessed from SE Oldham Pkwy, through the existing mini-storage facility.

**Ordinance Criteria.** The criteria enumerated in Section 4.260 were considered in the analysis of this request.

- The site is a developed parcel currently occupied by the StorageMart self-storage facility. The property is surrounded by Planned Industrial Districts to the south, east and west. To the north across SE Oldham Pkwy is US 50 Highway.
- The location of the tower on the site meets the UDO requirements for on-site setbacks.
- The new telecommunication tower will provide additional cellular service to a needed area of Lee's Summit.
- The tower and associated equipment will be enclosed with a 6-foot tall, fence.

In considering all the criteria and regulations, staff finds the use to be appropriate and recommends approval of the preliminary development plan.

## Code and Ordinance Requirements

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

### Fire

1. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to the safety of fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code.
2. IFC 506.1 -Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official.
3. 506.1.1 Locks - An approved lock shall be installed on gates or similar barriers when required by the fire code official. Provide Knox lock access on the gates, if not already installed.

### Planning

4. A structural analysis report, liability insurance, and FAA registration shall be submitted as part of the final development plan submittal.

5. Pavement for parking areas and driveway shall comply with the Unified Development Ordinance (UDO) Article 12, in terms of pavement thickness, base, and subgrade stabilization or geogrid.

Attachments:

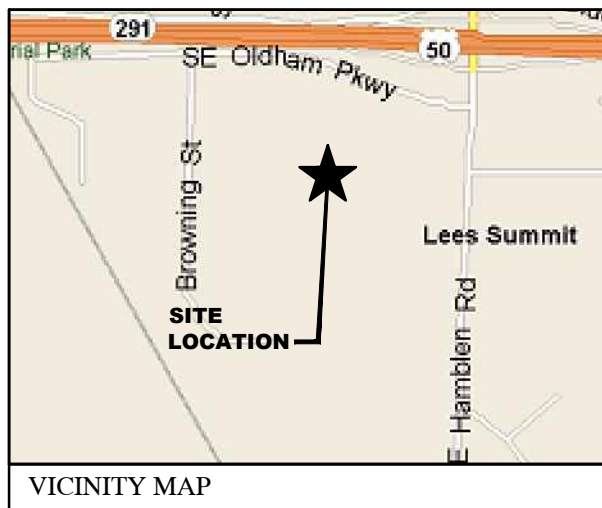
1. Preliminary Development Plan, date stamped August 1, 2017 — 5 pages
2. Narrative submitted by applicant describing the facility, dated June 27, 2017 —2 pages
3. Location Map



AREIAL MAP



AREA MAP



VICINITY MAP

**DRIVING DIRECTIONS**  
 FROM I-470 TURN RIGHT (SOUTH-EAST) ONTO NW BLUE PKWY, TURN RIGHT (WEST) ONTO NW CHIPMAN RD, TAKE RAMP (LEFT) ONTO US-50 E / SEDALIA, KEEP RIGHT ONTO RAMP HAMBLEN RD / 291 NORTH / INDEPENDENCE, TURN RIGHT (SOUTH) ONTO SE HAMBLEN RD, THEN IMMEDIATELY TURN RIGHT (WEST) ONTO SE OLDHAM PKWY, TURN LEFT (SOUTH) ONTO LOCAL ROAD(S) TO SITE LOCATION.

DRIVING DIRECTIONS



**SE BLUE PKWY/A5C0464A**

**SE BLUE PKWY/MO-07000**

**SITE ADDRESS**

465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI 64081  
 JACKSON COUNTY  
 LATITUDE: 38° 54' 02.60" (38.900722) N  
 LONGITUDE: 94° 21' 57.80" (94.366056) W  
 TAX/PIN #: 61-500-04-49-01-0-00-000  
 ZONING: CITY OF LEE'S SUMMIT  
 RFDS CONFIGURATION: TBD  
 RFDS DATE: TBD



Know what's below.  
 Call before you dig.  
 www.call811.com

**MUNICIPALITY:**  
 LEE'S SUMMIT

**STATE:**  
 MISSOURI

**TOWER TYPE:**  
 MONOPOLE

**TOWER HEIGHT:**  
 140'-0" (150' TO HIGHEST APPURTENANCE)

**NUMBER OF CARRIERS:**  
 0 EXISTING, 1 PROPOSED

**USE:**  
 PROPOSED TELECOMMUNICATIONS TOWER AND UNMANNED EQUIPMENT

**CONSULTANT:**  
 SSC, INC.  
 9900 WEST 109TH STREET, SUITE 300  
 OVERLAND PARK, KANSAS 66210  
 PHONE: (913) 438-7700  
 FAX: (913) 438-7777  
 ATTN.: JEFF KONKEL

PROJECT SUMMARY

**DEVELOPER**  
 SKYWAY TOWERS, LLC  
 3637 MADACA LANE  
 TAMPA, FL 33618  
 PHONE: 813-960-6200  
 ATTN: CARRIE TORREY

**POWER COMPANY**  
 KCP&L

**TELEPHONE COMPANY**  
 AT&T

**CIVIL ENGINEERING FIRM**  
 LOVELACE & ASSOCIATES  
 929 SE 3RD STREET  
 LEE'S SUMMIT, MISSOURI 64063  
 PHONE: (816) 347-9997  
 FAX: (816) 347-9979

**PROPERTY OWNER**  
 NEW TKG-KC, LLC  
 A MISSOURI LIMITED LIABILITY COMPANY

CONTACTS

SHEET	DESCRIPTION	REV.	ENG.
T1	COVER SHEET	B	SC/E
CIVIL	SURVEY BY OTHERS		
C-1.0	OVERALL SITE PLAN	B	SC
C-1.1	ENLARGED SITE PLAN	B	SC
C-2.0	EQUIPMENT ELEVATIONS & ANTENNA PLAN	B	SC
C-2.1	SITE SIGNAGE DETAILS	B	SC
C-3.0	COMPOUND FENCE DETAILS	B	SC

**SHEET INDEX**

T-MOBILE PROJECT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

SKYWAY TOWERS PROJECT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

APPROVALS



**ENGINEERING LICENSE:**  
 STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: MLO MICHAEL L OWENS E-2292 STRUCTURAL/CIVIL SC  
 KEVIN VANMAELE E-2292 STRUCTURAL/CIVIL SC  
 REJ ROBERT E JEFFERSON E-10974 STRUCTURAL/CIVIL SC  
 TMS TERRY M. SHRYVER E-18521 ELECTRICAL E  
 SDK SHELDON D. KEISLING E-27323 ELECTRICAL E

**DRAWING NOTICE**  
 THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

**SUBMITTALS**

ISSUED FOR ZONING	DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING		11/08/16	RAN	A
ISSUED FOR ZONING		08/11/17	RKT	B

**MLA NAME & SITE NUMBER:**  
 SE BLUE PKWY  
 MO-07000

**CARRIER NAME & SITE NUMBER**  
 SE BLUE PKWY  
 A5C0464A

**SITE ADDRESS:**  
 465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

**SHEET DESCRIPTION:**  
 COVER SHEET

**SHEET NUMBER:**  
 T1



# MO-07000 / SE BLUE PKWY

## PART OF THE SE 1/4, SECTION 8, T47N, R31W, IN JACKSON COUNTY, MISSOURI

### PROPERTY DESCRIPTION: LEASE AREA (AS SURVEYED)

A 50 foot by 50 foot Lease Area, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, more particularly described as follows:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 157.02 feet to the POINT OF BEGINNING; thence continuing North 87°27'55" West, a distance of 50.00 feet; thence North 02°32'05" East, a distance of 50.00 feet; thence South 87°27'55" East, a distance of 50.00 feet; thence South 02°32'05" West, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,500 square feet.

### PROPERTY DESCRIPTION: NON-EXCLUSIVE ACCESS/UTILITY EASEMENT (AS SURVEYED)

A 20 foot wide Access/Utility Easement, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 157.02 feet to the POINT OF BEGINNING of said centerline; thence North 02°23'44" East, a distance of 70.83 feet; thence North 87°46'34" West, a distance of 130.91 feet; thence North 02°22'50" East, a distance of 550.78 feet to the South Right of Way line of SE OLDHAM PKWY (Public Right of Way) and the POINT OF TERMINATION.

### PROPERTY DESCRIPTION: NON-EXCLUSIVE UTILITY EASEMENT (AS SURVEYED)

A 10 foot wide Access/Utility Easement, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 147.02 feet; thence North 02°23'44" East, a distance of 55.63 feet to the POINT OF BEGINNING of said centerline; thence South 87°46'34" East, a distance of 138.85 feet to the POINT OF TERMINATION.

### Notes:

Bearings shown hereon are referenced to Grid North of the Missouri State Plane Coordinate System of 1983 (NAD 83), (2011 ADJ.), West Zone. Obtained by static GPS observations and Rinx File submittals for NGS Opus solutions.

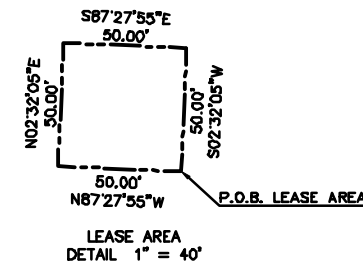
Vertical Datum = NAVD88 using GEOID12B

The purpose of this survey is to establish and describe a Lease Area and associated Easements. This is not a boundary survey of the Parent Parcel.

The utilities as shown on this drawing were developed from the information available (existing utility maps, aboveground observations and/or surface markings placed on the ground by the utility company or a representative thereof). This company has made no attempt to excavate or go below surface to locate utilities and does not extend or imply a guaranty or warranty as to the exact location of or complete inventory of utilities in this area. It shall be the contractor's responsibility to verify the location and depth of all utilities (whether shown or not) prior to excavation or construction and to protect said utilities from damage.

### PROPERTY LEGEND

FOUND CORNER	○
RIGHT OF WAY	R/W
CENTERLINE	C/L
POINT OF BEGINNING	P.O.B.
POINT OF TERMINATION	P.O.T.
ACCESS/UTILITY EASEMENT	AMU/E
UTILITY EASEMENT	U/E
NON-EXCLUSIVE	N-E



### LEGEND

POWER POLE	○ PP
TELEPHONE PEDESTAL	○ TP
ANCHOR	∩
ELECTRIC METER	○ EM
WATER METER	○ WM
GAS METER	○ GM
WATER SPOUT	∩ WS
FIRE HYDRANT	∩ FH
SIGN	—
AC UNIT	□ A/C
GATE POST	• GP
GUARD POST	• G
ACCESS PAD	• AP
MANHOLE (SAN., STORM, TEL.)	⊙
PROPOSED TOWER	△
FENCE	— X —
OVERHEAD POWER LINE	— OHP —
BENCHMARK	⊕
CONTROL POINT	△

**PROPOSED CELL TOWER DATA**  
Center of Tower  
Lat 38°54'02.60" North  
Long 94°21'57.80" West  
Ground Elevation = 1037ft

**BENCH MARK**  
Top of 1/2" Iron Bar w/  
Control Cap at CP-1  
Elevation = 1044.28ft

### PROPERTY DESCRIPTION: Parent Parcel as Provided

LOT 1, BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TAX ID NO: 61-500-04-49-01-0-00-000

NOTE: The parent parcel graphically shown hereon, in full or in part, is the same as that described above.  
Property information shown hereon was provided by Old Republic Insurance Group, Order No. 01-18089856-DIS, dated 10-07-2016.  
Schedule B-II Information:

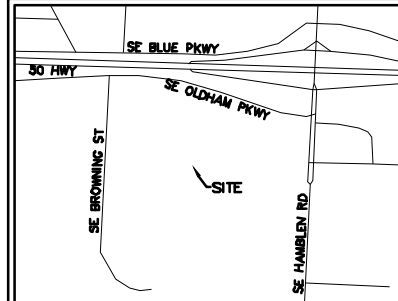
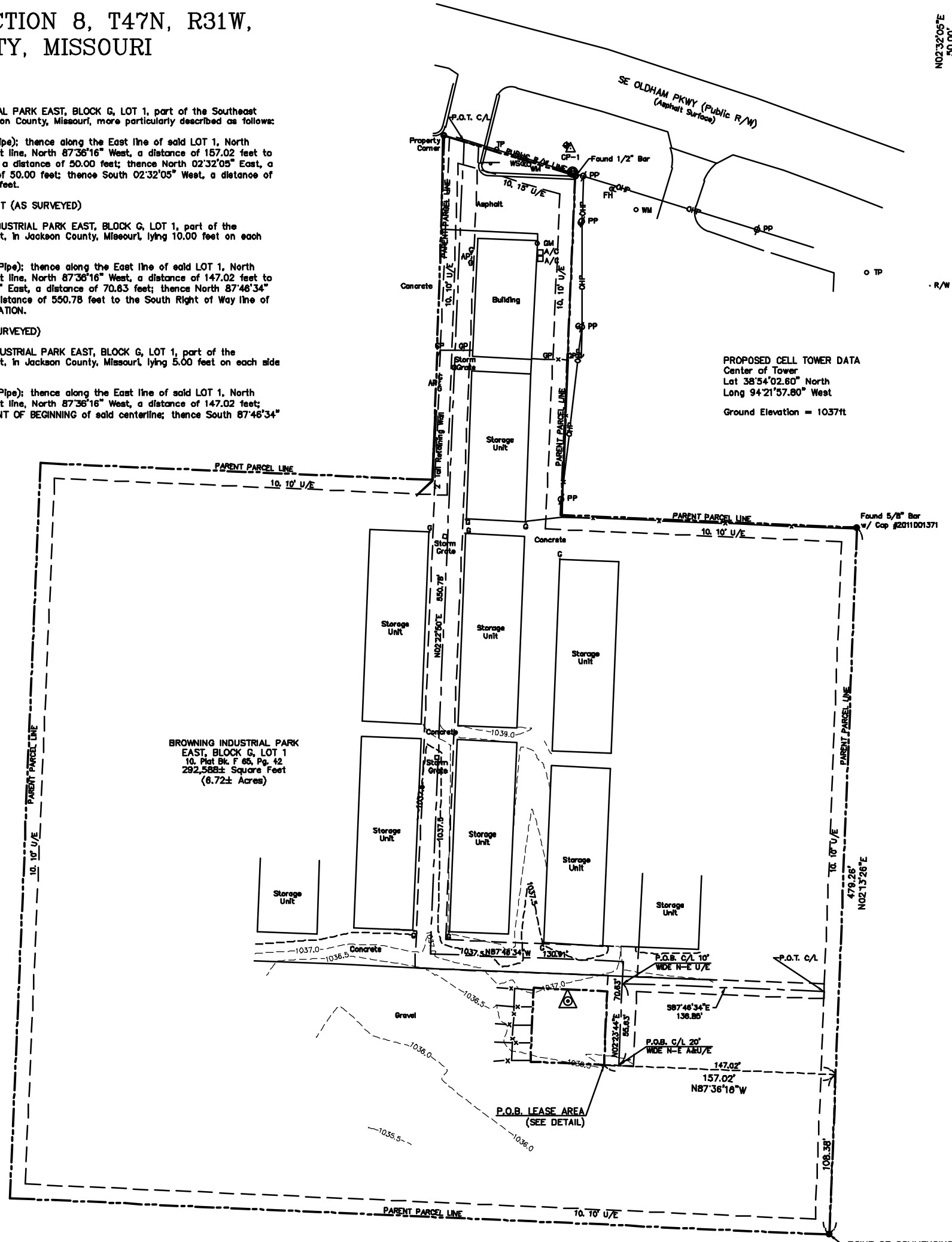
- (1) A FUTURE ADVANCE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FUTURE FILING, TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED BELOW AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF: AMOUNT: \$80,000,000.00 TRUSTOR: NEW TKG-KC, LLC BENEFICIARY: WELLS FARGO BANK, N.A. DATED: 11/21/2014 RECORDED: 11/24/2014 DOC# 2014E0087890 (Not the type to be depicted hereon)
  - (2) UNIFORM COMMERCIAL CODE INSTRUMENT EXECUTED BY NEW TKG-KG, LLC, DEBTOR, IN FAVOR OF WELLS FARGO BANK, NATIONAL ASSOCIATION, CREDITOR, RECORDED 11/24/2014, AS INSTRUMENT NO. 2014E0097891 OF JACKSON COUNTY RECORDS. (Not the type to be depicted hereon)
  - (3) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, LOT 4", AS RECORDED IN PLAT BOOK I 36, PAGE(S) 29 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (4) UTILITY EASEMENT AND RESERVATIONS AND COVENANTS AS SHOWN AND RESERVED IN DEED, RECORDED 01/10/1978 AS BOOK I 816, PAGE 1877 OF JACKSON COUNTY RECORDS. (Document is subsequent to current plat and therefore not shown hereon)
  - (5) UTILITY EASEMENT AS RESERVED IN DEED, RECORDED 06/12/1978, AS BOOK I 852, PAGE 1181 OF JACKSON COUNTY RECORDS. (Document is subsequent to current plat and therefore not shown hereon)
  - (6) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, LOT 6", AS RECORDED IN PLAT BOOK I 36, PAGE(S) 90 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (7) PLAT ENTITLED "RESURVEY OF BROWNING INDUSTRIAL PARK EAST, BLOCKS A, B, C & D", AS RECORDED IN PLAT BOOK I 40, PAGE(S) 118 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
- NOTE: TRATIFICATION OF PLAT OF RESURVEY OF BROWNING INDUSTRIAL PARK EAST BLOCKS A, B, C & D, AS RECORDED IN PLAT BOOK I 1336, PAGE(S) 2134 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
- (9) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, BLOCK E", AS RECORDED IN PLAT BOOK I 42, PAGE(S) 30 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (10) PLAT ENTITLED "MINOR PLAT, BROWNING INDUSTRIAL PARK EAST", AS RECORDED IN PLAT BOOK F 65, PAGE(S) 42 OF JACKSON COUNTY RECORDS. (Shown hereon)

### CERTIFICATION:

I HEREBY CERTIFY THAT A SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

JEFFREY B. LOVELACE MO-LS2580  
DATE: \_\_\_\_\_

08-11-17: REV. PER COMMENTS  
11-08-16: REV. PER COMMENTS  
11-03-16: ADDED TITLE AND A/E



**SKYWAY TOWERS**

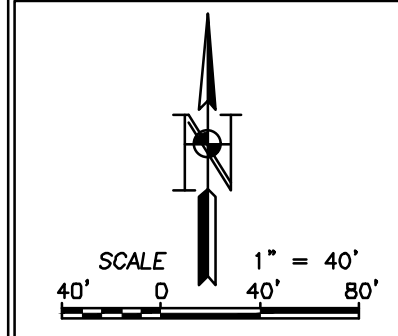
9900 W. 109th St., Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777

**LOVELACE & ASSOCIATES**  
Land Surveying - Land Planning  
Telecommunications Surveys  
929 SE 3rd Street Lee's Summit, Missouri 64063  
Phone: (816) 347-9997 Fax: (816) 347-9979

**SURVEY COORDINATED BY:**  
LOVELACE AND ASSOCIATES, LLC  
P.O. BOX 68,  
LEE'S SUMMIT, MO 64063  
TELEPHONE: 816-347-9997  
FAX: 816-347-9979

**SURVEY PROVIDED BY:**  
LOVELACE AND ASSOCIATES, LLC  
P.O. BOX 68,  
LEE'S SUMMIT, MO 64063  
TELEPHONE: 816-347-9997  
FAX: 816-347-9979

**SURVEY PROVIDED FOR:**  
SKYWAY TOWERS, LLC  
3637 MADACA LANE,  
TAMPA, FL 33618  
TELEPHONE: 813-960-6200

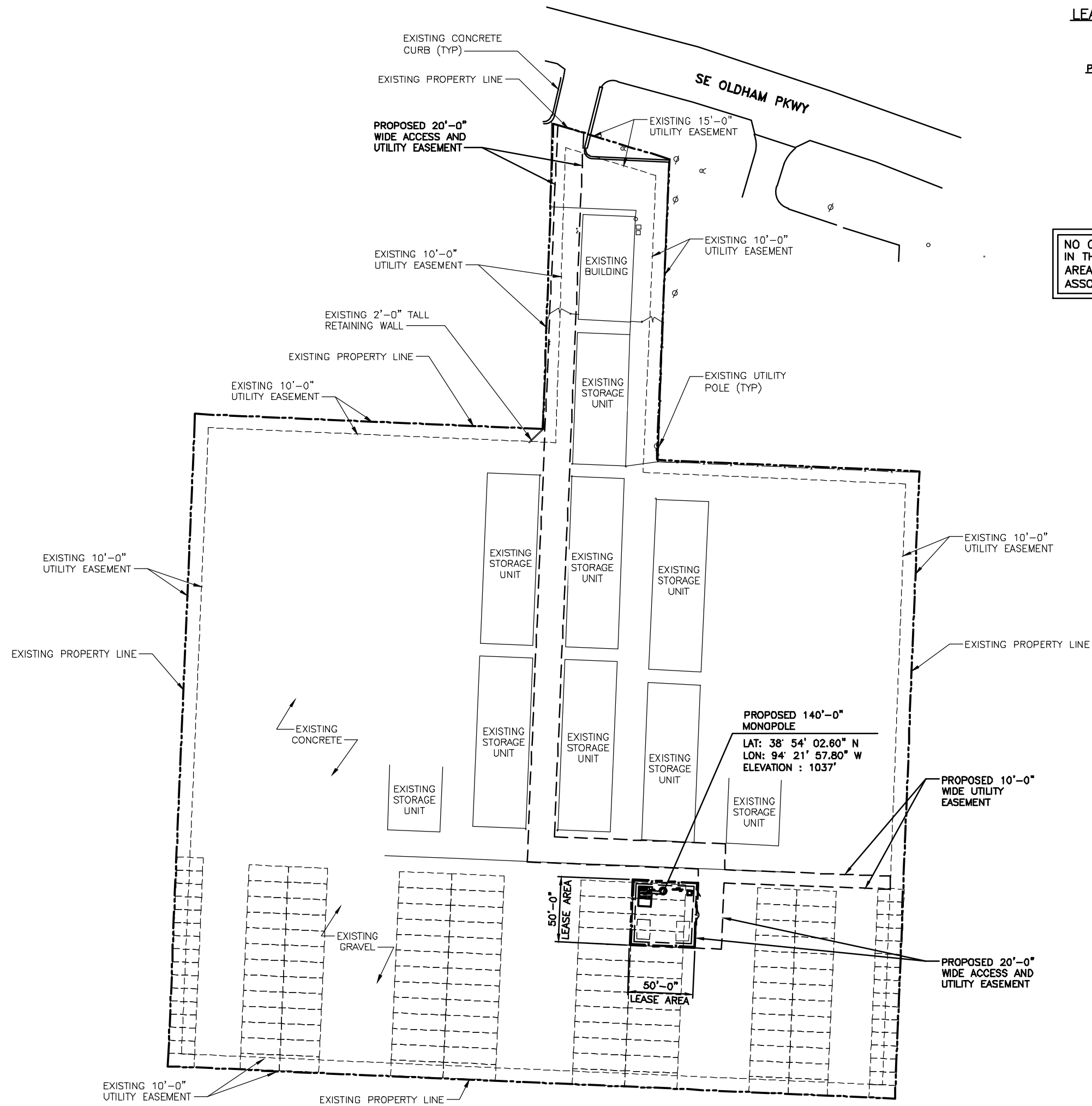


**FLOOD NOTE:**  
According to my interpretations of Community Panel No. 2909500313F of the Flood Insurance Rate Map for Jackson County, Missouri, dated 08-29-2006, the subject property is in Flood Zone "X", i.e. "areas determined to be Outside the 0.2% annual chance floodplain".

CALL BEFORE YOU  
DIG - DRILL - BLAST  
1-800-344-7483  
(TOLL FREE)  
MISSOURI ONE CALL SYSTEM, INC.

SITE I.D.: MO-07000  
SITE NAME: SE BLUE PKWY  
SITE LOCATION:  
485 SE OLDHAM PKWY,  
LEE'S SUMMIT, MO 64081  
LA PROJECT NO.: 16392  
DRAWN BY: A.C.T.  
CHECKED BY: J.B.L.  
DATE: 10-25-16  
FIELDWORK DATE: 10-21-16

**SHEET NUMBER**  
1 OF 1



**LEASE AREA & EASEMENT NOTES:**

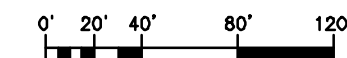
LEASE AREA = 0.06 ACRES

**PROPOSED CLEAR & GRUB REMOVAL LIMITS:**  
 50'-0" x 50'-0" LEASE BOUNDARY  
 10' WIDE FOR UTILITY EASEMENT

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	329'-0"
SOUTH	150'-0"
EAST	183'-0"
WEST	372'-0"

NO OIL OR GAS WELLS HAVE BEEN OBSERVED IN THE PROPOSED LEASE OR EASEMENT AREAS PER THE SURVEY (LOVELACE & ASSOCIATES #16392). SEE PREVIOUS SHEET.

PROPOSED 140'-0" MONOPDLE  
 LAT: 38° 54' 02.80" N  
 LON: 94° 21' 57.80" W  
 ELEVATION : 1037'



OVERALL SITE PLAN

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:

STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-2017 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-2017 STRUCTURAL/CIVIL SC  
 REJ ROBERT E. JENSEN E-2017 STRUCTURAL/CIVIL SC  
 TMS TERRY M. SUPER E-18521 ELECTRICAL E  
 SDK SHELLY D. KEISLING E-27323 ELECTRICAL E

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SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:

SE BLUE PKWY  
 MO-07000

CARRIER NAME & SITE NUMBER

SE BLUE PKWY  
 A5C0464A

SITE ADDRESS:

465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:

OVERALL SITE PLAN

SHEET NUMBER:

C-1.0



1 NOTE:  
 CONTRACTOR TO PROVIDE "KNOX BOX" 3200  
 SERIES RAPID ENTRY SYSTEM IN ASSOCIATION  
 WITH THE CITY OF LEE'S SUMMIT FIRE DEPT.  
 CONTACT ASSISTANT FIRE MARSHALL JIM EDEN  
 AT (816) 969-1303.

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:

STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-2312 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-2312 STRUCTURAL/CIVIL SC  
 REJ ROBERT E. JENSEN E-2312 STRUCTURAL/CIVIL SC  
 TMS TERRY M. SUPER E-18521 ELECTRICAL E  
 SDK SHELDON D. KEISLING E-27323 ELECTRICAL E

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SE BLUE PKWY  
 MO-07000

CARRIER NAME & SITE NUMBER

SE BLUE PKWY  
 A5C0464A

SITE ADDRESS:

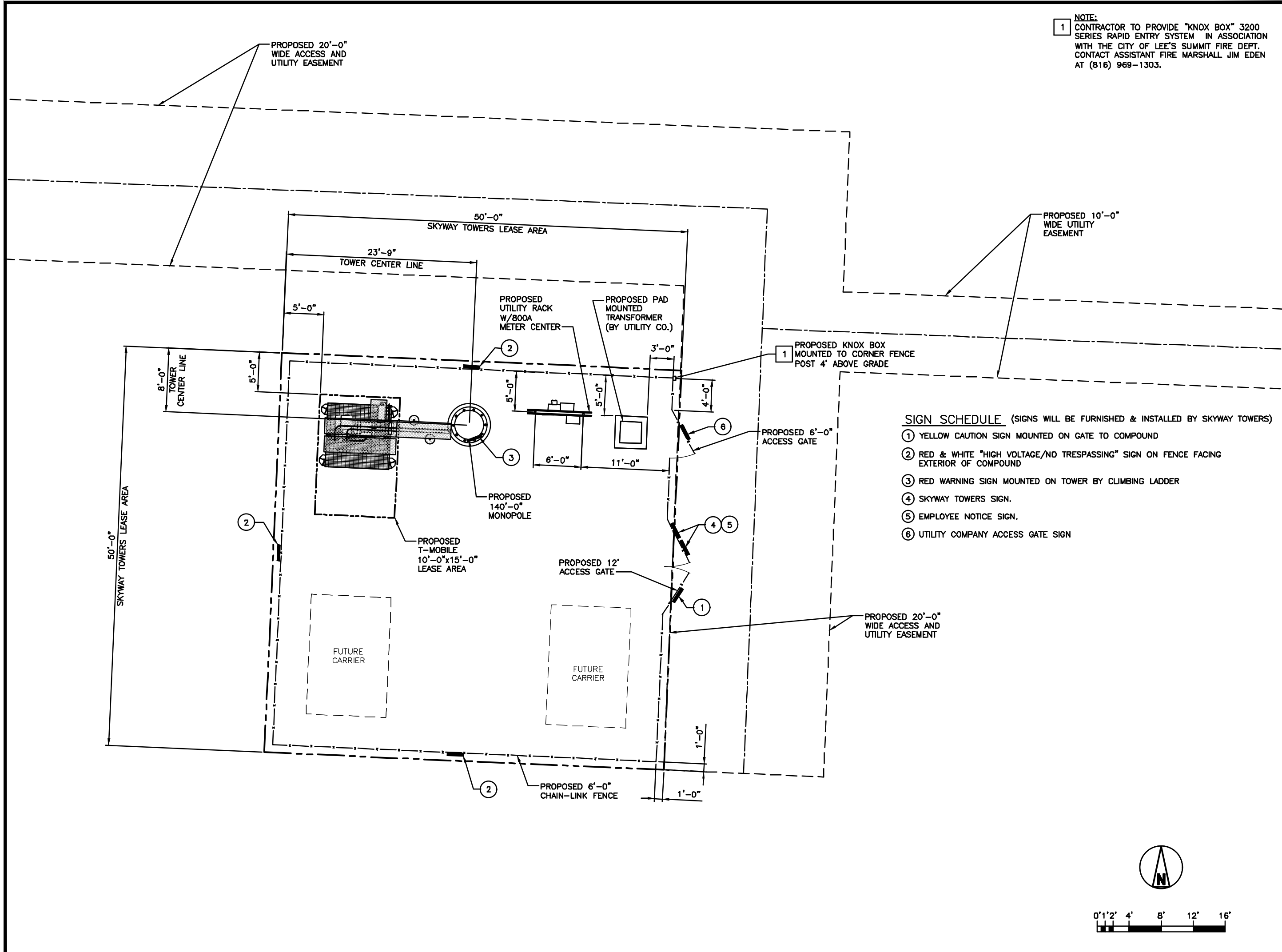
465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:

ENLARGED SITE PLAN

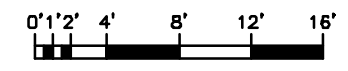
SHEET NUMBER:

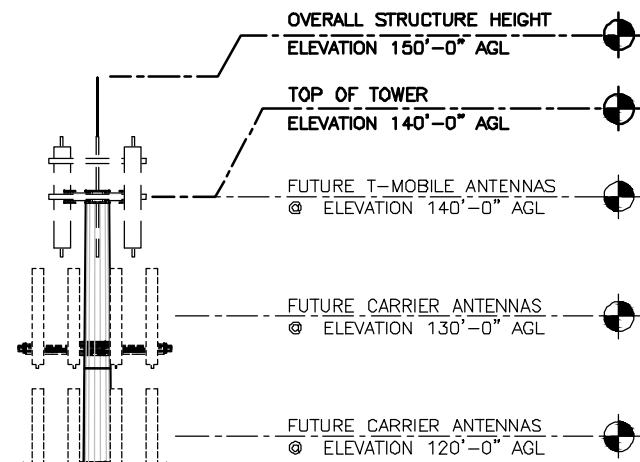
C-1.1



SIGN SCHEDULE (SIGNS WILL BE FURNISHED & INSTALLED BY SKYWAY TOWERS)

- ① YELLOW CAUTION SIGN MOUNTED ON GATE TO COMPOUND
- ② RED & WHITE "HIGH VOLTAGE/NO TRESPASSING" SIGN ON FENCE FACING EXTERIOR OF COMPOUND
- ③ RED WARNING SIGN MOUNTED ON TOWER BY CLIMBING LADDER
- ④ SKYWAY TOWERS SIGN.
- ⑤ EMPLOYEE NOTICE SIGN.
- ⑥ UTILITY COMPANY ACCESS GATE SIGN



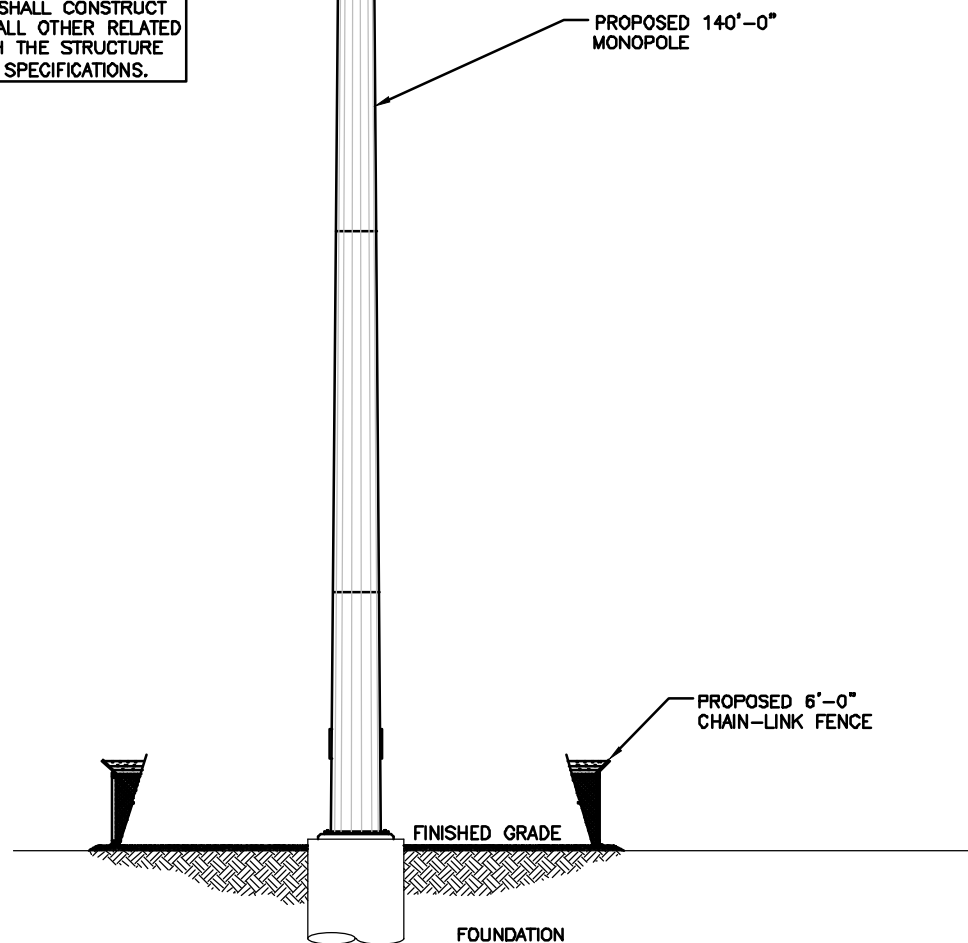


**NOTE:**

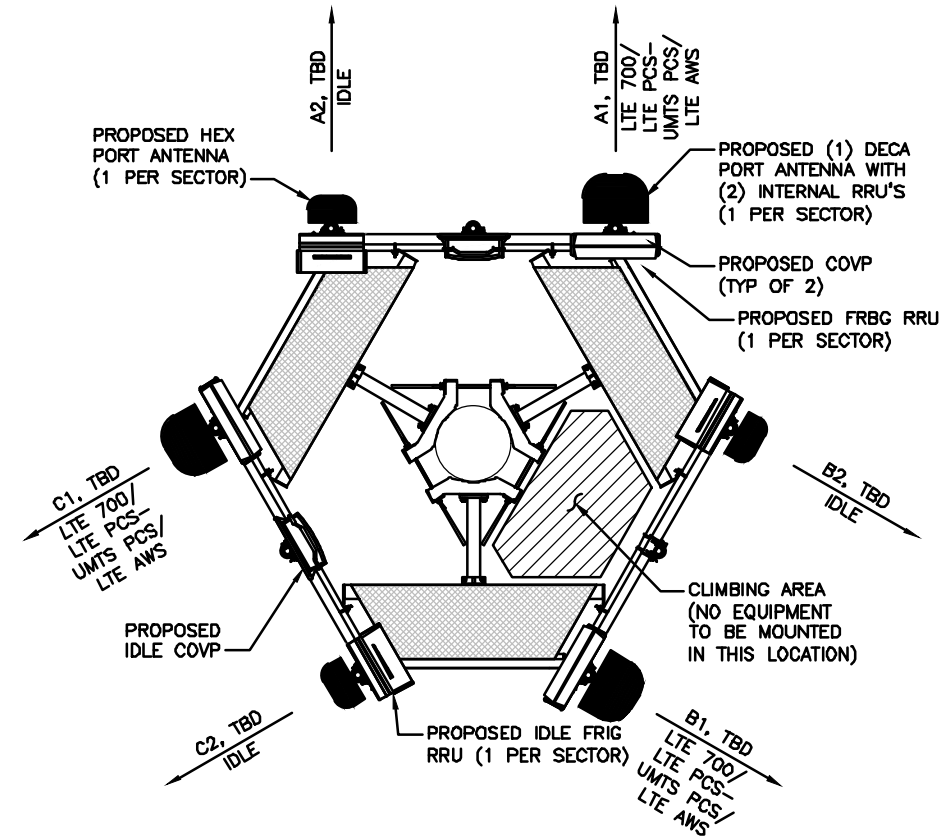
1. ALL TOWER INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY, AND MAY DIFFER FROM THE FINAL DESIGN PROVIDED BY THE TOWER MANUFACTURER. THE CONTRACTOR SHALL CONSTRUCT THE TOWER, GUY WIRES, FOOTINGS, AND ALL OTHER RELATED COMPONENTS IN ACCORDANCE WITH THE TOWER MANUFACTURER'S DRAWINGS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL DOCUMENT THE AS-BUILT CONDITION OF THE TOWER.

**NOTE:**  
ALL INFORMATION ON THIS PAGE IS PROVIDED BY SKYWAY TOWERS AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE SKYWAY TOWERS CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, MOUNT, AND COAX CABLE INFORMATION.

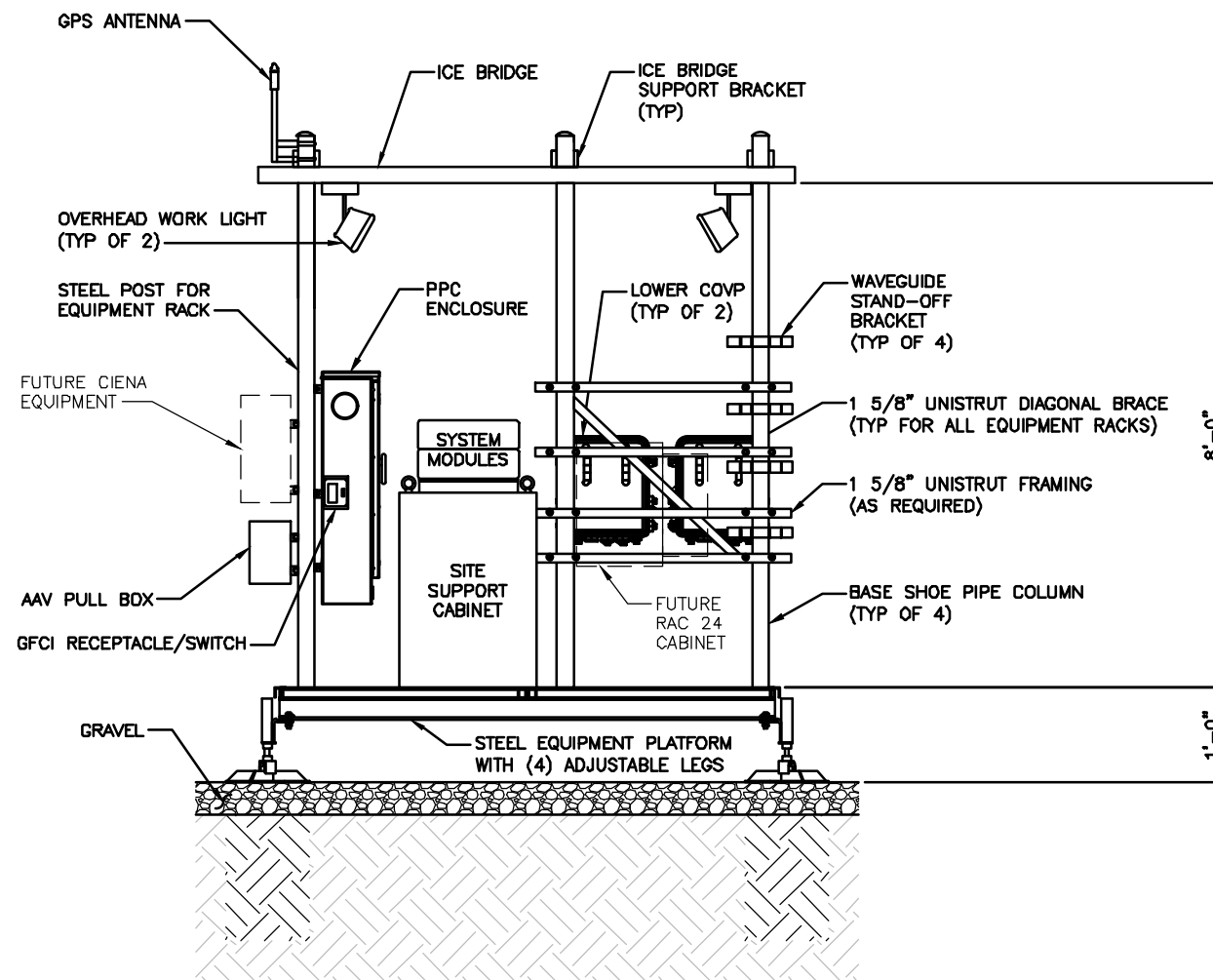
ALL STRUCTURE INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY, AND MAY DIFFER FROM THE FINAL DESIGN PROVIDED BY THE STRUCTURE MANUFACTURER. THE CONTRACTOR SHALL CONSTRUCT THE STRUCTURE, FOUNDATION, AND ALL OTHER RELATED COMPONENTS IN ACCORDANCE WITH THE STRUCTURE MANUFACTURER'S DRAWINGS AND SPECIFICATIONS.



TOWER ELEVATION



ANTENNA PLAN



EQUIPMENT PLATFORM ELEVATION



PLANS PREPARED BY:  
 9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:  
 STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EE-000000000  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-22974 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-22974 STRUCTURAL/CIVIL SC  
 REJ ROBERT E. JENSEN E-22974 STRUCTURAL/CIVIL SC  
 TMS TERRY M. SUPER E-18521 ELECTRICAL E  
 SDK SHELDON KEISLING E-27323 ELECTRICAL E

**PRELIMINARY ISSUE**  
 DRAWING NOTICE  
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ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:  
**SE BLUE PKWY  
 MO-07000**

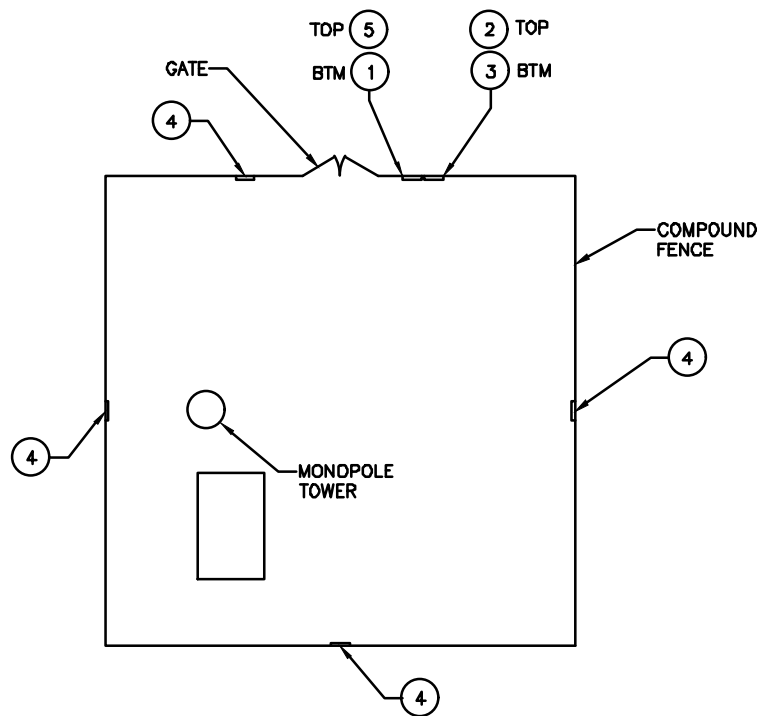
CARRIER NAME & SITE NUMBER  
**SE BLUE PKWY  
 A5C0464A**

SITE ADDRESS:  
 465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:  
**EQUIPMENT ELEVATIONS  
 & ANTENNA PLAN**

SHEET NUMBER:  
**C-2.0**

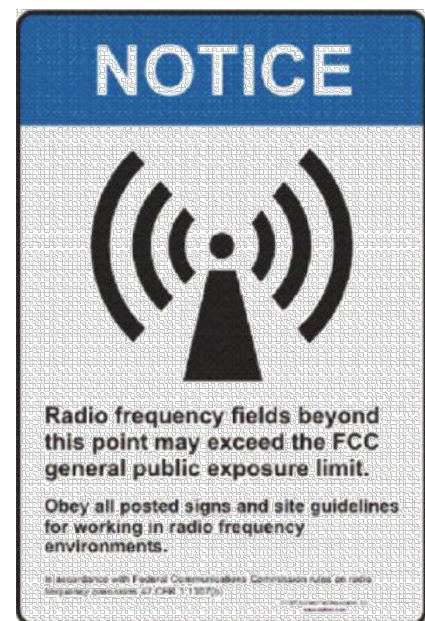
(SIGNS WILL BE FURNISHED & INSTALLED BY SKYWAY TOWERS)



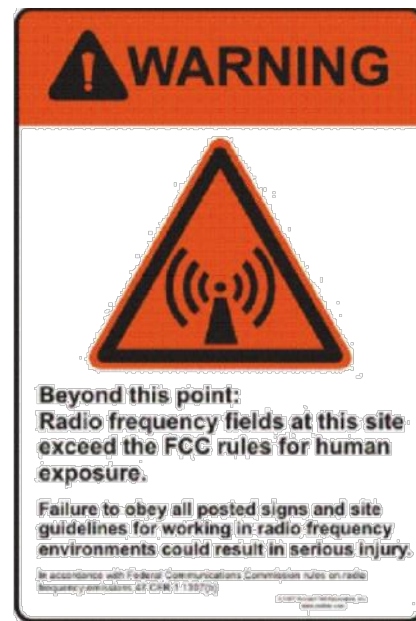
NOTE: SEE TYPICAL SIGNS AND SPECIFICATIONS DETAIL ON THIS SHEET FOR SIGN DESIGNATIONS.

OVERALL SIGN PLACEMENT

3



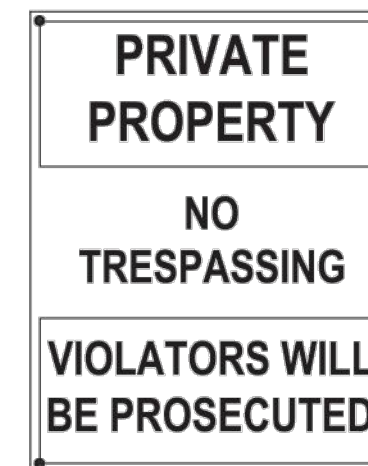
① NOTICE - RF SIGN (BLUE)  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



② WARNING - RF SIGN  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



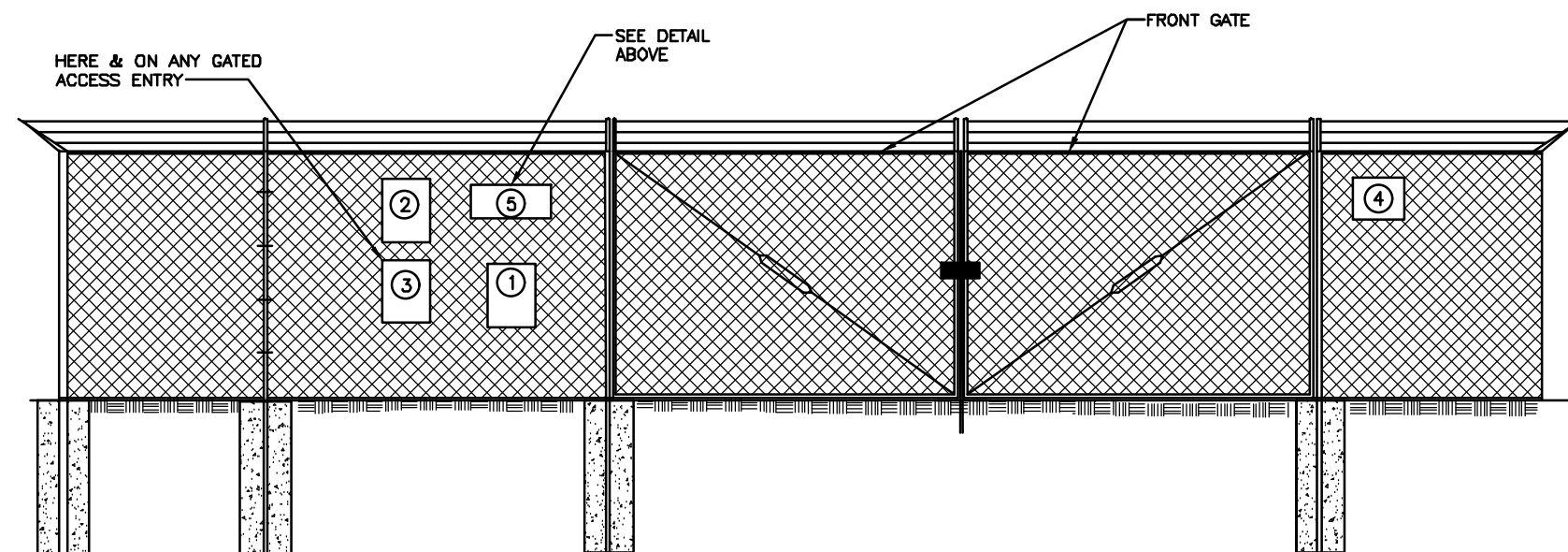
③ CAUTION - RF SIGN (YELLOW)  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



④ NO-TRESPASSING SIGN  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)

TYPICAL SIGNS & SPECIFICATIONS

1



**SIGNAGE NOTES:**  
1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.  
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

SITE SIGNAGE FRONT GATE VIEW

2

CARRIER: **T-Mobile**

PLANS PREPARED FOR: **SKYWAY TOWERS**

PLANS PREPARED BY: **SSC**  
9900 West 109th Street, Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777

ENGINEERING LICENSE:  
STATE OF MISSOURI  
STATE CERTIFICATE OF AUTHORIZATION # EF  
ENGINEER: PER:  
MLO MICHAEL L. OWENS E-2321 STRUCTURAL/CIVIL SC  
KV KEVIN VANMAELE E-2321 STRUCTURAL/CIVIL SC  
REJ ROBERT E. JENSEN E-2321 STRUCTURAL/CIVIL SC  
TMS TERRY M. SUPER E-18521 ELECTRICAL E  
SDK SHELDON D. KEISLING E-27323 ELECTRICAL E

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MLA NAME & SITE NUMBER:  
**SE BLUE PKWY MO-07000**

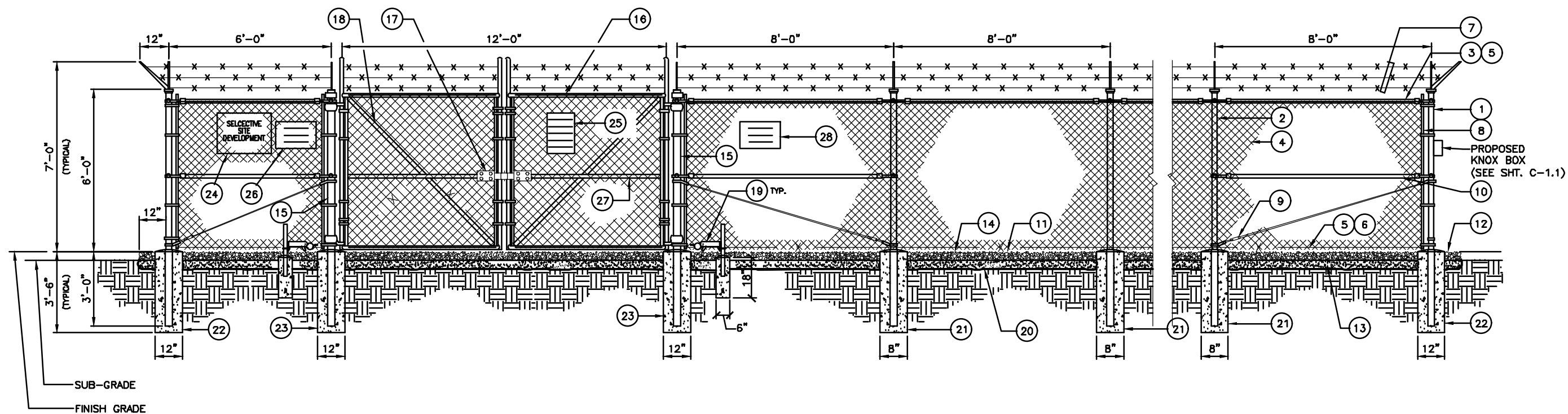
CARRIER NAME & SITE NUMBER:  
**SE BLUE PKWY A5C0464A**

SITE ADDRESS:  
**465 SE OLDHAM PKWY LEE'S SUMMIT, MISSOURI 64081**

SHEET DESCRIPTION:  
**SITE SIGNAGE DETAILS**

SHEET NUMBER:  
**C-2.1**





**REFERENCE NOTES:**

- 1 CORNER, END OR PULL POST 3" NOMINAL SCHEDULE 40 PIPE.
- 2 LINE POST: 2 1/2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
- 3 TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1083.
- 4 FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
- 5 TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
- 6 TENSION WIRE: 9 GA. GALVANIZED STEEL.
- 7 BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
- 8 STRETCHER BAR.
- 9 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- 10 FENCE CORNER POST BRACE: 1 5/8" DIA. EACH CORNER EACH WAY.
- 11 1 1/2" MAXIMUM CLEARANCE FROM GRADE.
- 12 2" FINISH A.E.G. OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- 13 4" COMPACTED 95% @ STRUCTURES, 90% ELSEWHERE, BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- 14 FINISH GRADE SHALL BE UNIFORM AND LEVEL.

- 15 GATE POST 4" SCHEDULE 40 PIPE, FOR GATE WIDTHS UP THRU 7 FEET OR 14 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083.
- 16 GATE FRAME: 1 1/2" PIPE, PER ASTM-F1083.
- 17 "MTS" MULTI-LOCKING DEVICE #MT-C6477, OR EQUAL
- 18 GATE DIAGONAL GALVANIZED STEEL 1 1/2" PIPE.
- 19 DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
- 20 GEOTEXTILE FABRIC
- 21 LINE POST: CONCRETE FOUNDATION (2000 PSI)
- 22 CORNER POST: CONCRETE FOUNDATION (2000 PSI)
- 23 GATE POST: CONCRETE FOUNDATION (2000 PSI)
- 24 18" x 24" SELECTIVE SITE DEVELOPMENT SIGN
- 25 12" x 18" YELLOW CAUTION SIGN
- 26 12" x 18" EMPLOYEE NOTICE SIGN
- 27 GATE FRAME BRACE: 1 5/8" DIAMETER.
- 28 12" x 18" DANGER HIGH VOLTAGE/NO TRESPASSING SIGN (TYPICAL ALL SIDES OF FENCED COMPOUND)

**GENERAL NOTES:**

- 1. INSTALL FENCING PER ASTM F-567
- 2. INSTALL SWING GATES PER ASTM F- 900
- 3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
- 4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
- 5. ALL OPEN POSTS SHALL HAVE END-CAPS.
- 6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
- 7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:  
 STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-2274 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-2274 STRUCTURAL/CIVIL SC  
 REJ ROBERT E. JENSEN E-2274 STRUCTURAL/CIVIL SC  
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 MO-07000**

CARRIER NAME & SITE NUMBER  
**SE BLUE PKWY  
 A5C0464A**

SITE ADDRESS:  
 465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:  
**COMPOUND FENCE  
 DETAILS**

SHEET NUMBER:  
**C-3.0**



June 27, 2017

**VIA HAND DELIVERY**

City of Lee's Summit  
220 E. Green Street  
Lee's Summit, MO 64063  
Attn: Lee's Summit Development Center

RE: Skyway Towers (MO-07000) application for approval of a Special Use Permit/Preliminary Development Plan for construction of a wireless communications facility to be located south of SE Oldham Pkwy and west of SE Hamblen Road at 465 SE Oldham Pkwy, Lee's Summit, Missouri 64801. This location is known as the Storage Mart property owned by NEW TKG-KC LLC.

Dear City Staff:

Skyway Towers/T-Mobile is applying for a Special Use Permit for the installation of a 150' (155' w/ lightning rod) monopole wireless communications facility located south of SE Oldham Pkwy and west of SE Hamblen Road (Storage Mart).

The proposed Skyway Towers/ T-Mobile facility will be enclosed in a 50' x 50' lease area (chain link fenced area 50' x 50'). The design submitted with this application will elaborate on the equipment that will be contained within the fenced area. The proposed fenced area will also enclose the tower and future wireless carriers for collocation (no less than 2 additional).

Access will be gained from an existing 20' wide asphalt drive, which will connect to the existing gravel drive just south of SE Oldham Pkwy. The proposed utility easement comes to site from the north and is being coordinated with KCP&L.

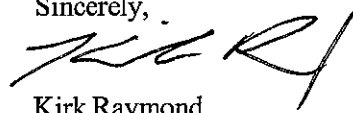
It is Skyway Tower/ T-Mobile's goal to retain as much of the existing property as possible – making the base of the site blend with the natural/existing surroundings.

**ADDITIONAL MATTERS**

This site is required to maintain T-Mobile's network coverage and capacity stability. T-Mobile customers rely on capacity sites as part of T-Mobile's network and rapidly growing data services. This area currently has diminished capacity and coverage therefore this proposed site's will have the ability to help offload data traffic and capacity from surrounding sites while also creating an improved coverage area. By helping to offload existing capacity of the neighboring sites, this tower will help existing sites become more efficient and effective.

Please direct any further questions or requirements to Curtis Holland/Kirk Raymond.

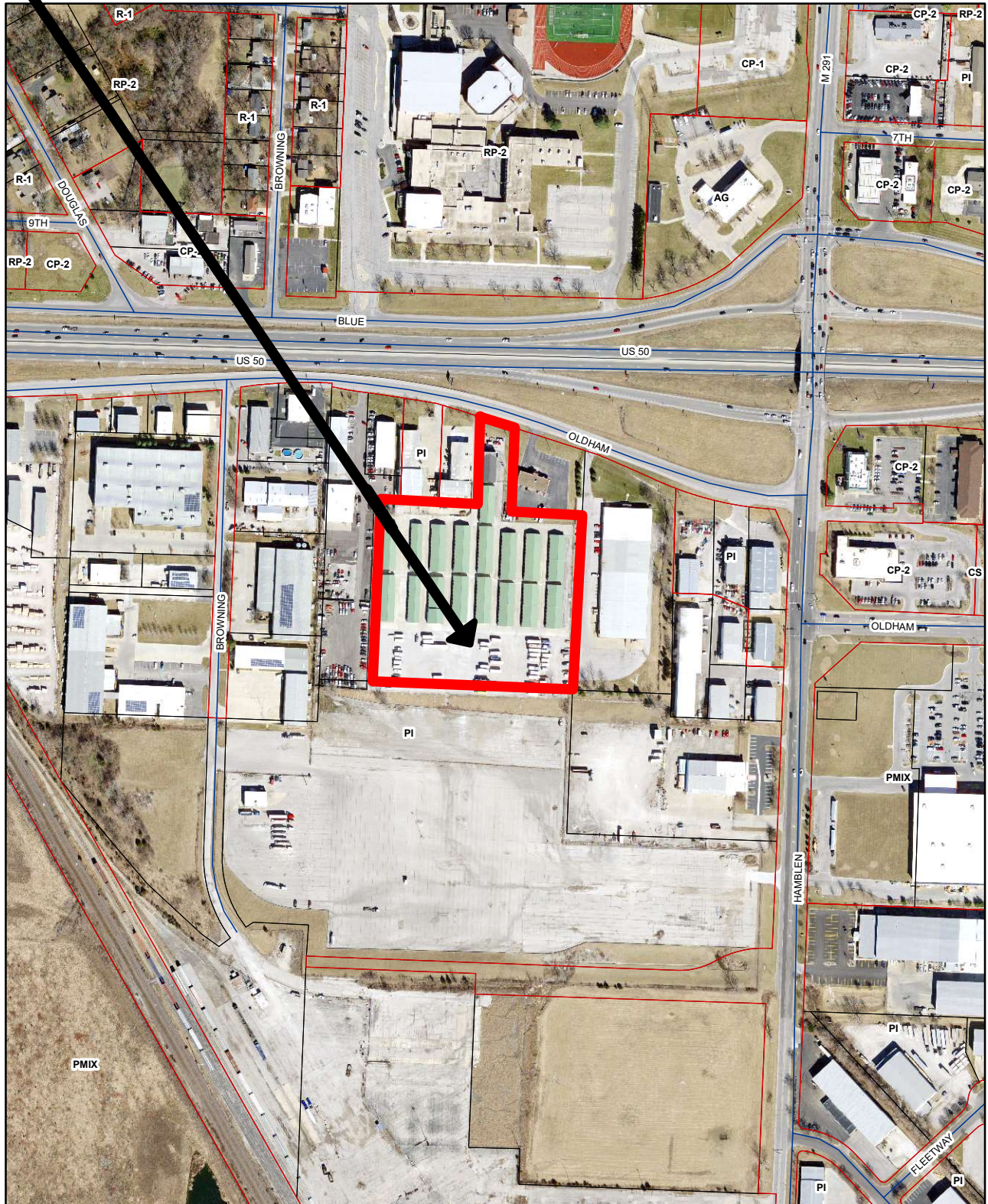
Sincerely,

A handwritten signature in black ink, appearing to read "Kirk Raymond". The signature is stylized with a large, sweeping "K" and "R".

Kirk Raymond



# Appl. #PL2017-143 – PRELIMINARY DEVELOPMENT PLAN Telecommunication Tower, 465 SE Oldham Pkwy; Skyway Towers, applicant



## Packet Information

---

**File #:** BILL NO. 17-217, **Version:** 2

---

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN ON LAND LOCATED AT 465 SE OLDHAM PKWY, TELECOMMUNICATION TOWER, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

I move for a second reading of AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN ON LAND LOCATED AT 465 SE OLDHAM PKWY, TELECOMMUNICATION TOWER, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.



## **BILL NO. 17-217**

---

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN ON LAND LOCATED AT 465 SE OLDHAM PKWY, TELECOMMUNICATION TOWER, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2017-143 submitted by Skyway Towers, requesting approval of a preliminary development plan in District PI (Planned Industrial) on land located at 465 SE Oldham Pkwy, was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, the subject property was zoned District PI, by the passage of the Unified Development Ordinance, Ordinance No. 5209, on September 6, 2001, which reclassified zoning districts citywide, effective November 1, 2001; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a preliminary development plan by the City following public hearings by the Planning Commission and City Council, and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the preliminary development plan on September 12, 2017 and rendered a report to the City Council recommending that the preliminary development plan be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on October 5, 2017, and rendered a decision to approve the preliminary development plan for said property.

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

SECTION 1. That a preliminary development plan is hereby approved in District PO on the following described property:

*BROWNING INDUSTRIAL PARK EAST BLOCK G LOT 1, in Lee's Summit, Jackson County, Missouri.*

SECTION 2. That the following conditions of approval apply:

1. Approval of the preliminary development plan is contingent upon approval of the special use permit (Appl. #PL2017-142), for the telecommunication tower.
2. Development shall be in accordance with preliminary development plan date stamped August 1, 2017.

**BILL NO. 17-217**

---

---

SECTION 3. That development shall be in accordance with the preliminary development plan, date stamped August 1, 2017, appended hereto and made a part hereof.

SECTION 4. In granting modifications listed herein, the Governing Body concludes that the development will provide sustainable value to the City, incorporates sound planning principles and design elements that are compatible with surrounding properties and consistent through the proposed project, effectively utilize the land upon which the development is proposed, and further the goals, spirit and intent of the Unified Development Ordinance.

SECTION 5. Nonseverability. All provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgment on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgment.

SECTION 6. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Unified Development Ordinance, enacted by Ordinance No. 5209 and amended from time to time.

SECTION 7. 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 \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

**BILL NO. 17-217**

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City Attorney *Brian W. Head*

# City of Lee's Summit

## Development Services Department

September 8, 2017

TO: Planning Commission

CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services *J.R.J.*

PREPARED BY: Shannon McGuire, Planner

RE: **CONTINUED PUBLIC HEARING – Appl. #PL2017-143 – PRELIMINARY DEVELOPMENT PLAN for a telecommunication tower – 465 SE Oldham Pkwy; Skyway Towers, applicant**

### Commentary

This application is for a new monopole telecommunication tower located at 465 SE Oldham Pkwy. This site is zoned PI (Planned Industrial) and is developed as a mini-warehouse storage facility. The telecommunication tower will be enclosed within a 50' x 50' fenced area immediately south of the storage buildings. The tower will be accessed through the storage facility.

Plans provided by the applicant depict a 150-foot tower that complies with all tower setback requirements; however, the applicant is seeking a modification to allow a 160-foot tower that does not meet the tower setback requirement. The tower setback is a requirement specific to Article 10 of the UDO which governs special uses, so the requested modification is addressed as part of the related special use permit application (Appl. #PL2017-142) for the tower that is also on this agenda for consideration.

### Recommendation

Staff recommends **APPROVAL** of the preliminary development plan, subject to the following:

1. Approval of the preliminary development plan is contingent upon approval of the special use permit (Appl. #PL2017-142), for the telecommunication tower.
2. Development shall be in accordance with preliminary development plan date stamped August 1, 2017.

### Project Information

**Proposed Use:** 150-foot or 160-foot monopole wireless communications facility

**Zoning:** PI (Planned Industrial District)

**Land Area:** 292,414.97 square feet (6.71 acres)

**Site Area:** 50' x 50' fenced area

**Location:** 465 SE Oldham Pkwy (Lot 1, Browning Industrial Park East BLK.G)

**Surrounding zoning and use:**

**North (across SE Oldham Pkwy):** US 50 Hwy

**South:** PI (Planned Industrial District) – Office/warehouse under construction

**East:** PI (Planned Industrial District) – Office/warehouse

**West:** PI (Planned Industrial District) – Office/warehouse

## Background

- April 7, 1992 – The City Council accepted the final development plan (Appl. #1992-100) for Safety Mini Storage.
- May 4, 2000 – The City Council granted a special use permit (Appl. #1999-061) to operate a mini-storage facility for a period of 25 years, by Ord. #4960.

## Analysis of the Preliminary Development Plan

The request is for a new monopole telecommunications tower located at 465 SE Oldham PKWY. The monopole will be enclosed within a 50' x 50' fenced area and will be accessed from SE Oldham Pkwy, through the existing mini-storage facility.

**Ordinance Criteria.** The criteria enumerated in Section 4.260 were considered in the analysis of this request.

- The site is a developed parcel currently occupied by the StorageMart self-storage facility. The property is surrounded by Planned Industrial Districts to the south, east and west. To the north across SE Oldham Pkwy is US 50 Highway.
- The location of the tower on the site meets the UDO requirements for on-site setbacks.
- The new telecommunication tower will provide additional cellular service to a needed area of Lee's Summit.
- The tower and associated equipment will be enclosed with a 6-foot tall, fence.

In considering all the criteria and regulations, staff finds the use to be appropriate and recommends approval of the preliminary development plan.

## Code and Ordinance Requirements

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

### Fire

1. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to the safety of fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code.
2. IFC 506.1 -Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official.
3. 506.1.1 Locks - An approved lock shall be installed on gates or similar barriers when required by the fire code official. Provide Knox lock access on the gates, if not already installed.

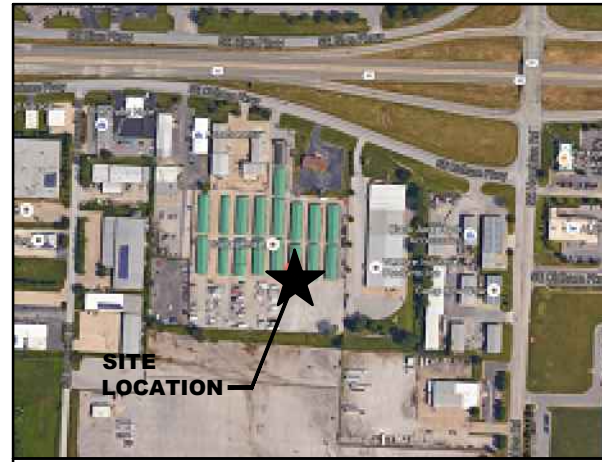
### Planning

4. A structural analysis report, liability insurance, and FAA registration shall be submitted as part of the final development plan submittal.

5. Pavement for parking areas and driveway shall comply with the Unified Development Ordinance (UDO) Article 12, in terms of pavement thickness, base, and subgrade stabilization or geogrid.

Attachments:

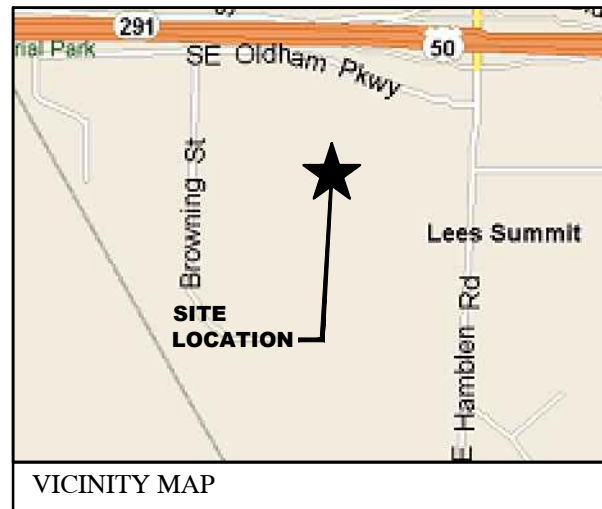
1. Preliminary Development Plan, date stamped August 1, 2017 — 5 pages
2. Narrative submitted by applicant describing the facility, dated June 27, 2017 —2 pages
3. Location Map



AREIAL MAP



AREA MAP



VICINITY MAP

FROM I-470 TURN RIGHT (SOUTH-EAST) ONTO NW BLUE PKWY, TURN RIGHT (WEST) ONTO NW CHIPMAN RD, TAKE RAMP (LEFT) ONTO US-50 E / SEDALIA, KEEP RIGHT ONTO RAMP HAMBLEN RD / 291 NORTH / INDEPENDENCE, TURN RIGHT (SOUTH) ONTO SE HAMBLEN RD, THEN IMMEDIATELY TURN RIGHT (WEST) ONTO SE OLDHAM PKWY, TURN LEFT (SOUTH) ONTO LOCAL ROAD(S) TO SITE LOCATION.

DRIVING DIRECTIONS



**SE BLUE PKWY/A5C0464A**

**SE BLUE PKWY/MO-07000**

**SITE ADDRESS**

465 SE OLDHAM PKWY  
LEE'S SUMMIT, MISSOURI 64081  
JACKSON COUNTY  
LATITUDE: 38° 54' 02.60" (38.900722) N  
LONGITUDE: 94° 21' 57.80" (94.366056) W  
TAX/PIN #: 61-500-04-49-01-0-00-000  
ZONING: CITY OF LEE'S SUMMIT  
RFDS CONFIGURATION: TBD  
RFDS DATE: TBD



Know what's below.  
Call before you dig.  
[www.call811.com](http://www.call811.com)

**MUNICIPALITY:**  
LEE'S SUMMIT

**STATE:**  
MISSOURI

**TOWER TYPE:**  
MONOPOLE

**TOWER HEIGHT:**  
140'-0" (150' TO HIGHEST APPURTENANCE)

**NUMBER OF CARRIERS:**  
0 EXISTING, 1 PROPOSED

**USE:**  
PROPOSED TELECOMMUNICATIONS TOWER  
AND UNMANNED EQUIPMENT

**CONSULTANT:**  
SSC, INC.  
9900 WEST 109TH STREET, SUITE 300  
OVERLAND PARK, KANSAS 66210  
PHONE: (913) 438-7700  
FAX: (913) 438-7777  
ATTN.: JEFF KONKEL

PROJECT SUMMARY

**DEVELOPER**  
SKYWAY TOWERS, LLC  
3637 MADACA LANE  
TAMPA, FL 33618  
PHONE: 813-960-6200  
ATTN: CARRIE TORREY

**POWER COMPANY**  
KCP&L

**TELEPHONE COMPANY**  
AT&T

**CIVIL ENGINEERING FIRM**  
LOVELACE & ASSOCIATES  
929 SE 3RD STREET  
LEE'S SUMMIT, MISSOURI 64063  
PHONE: (816) 347-9997  
FAX: (816) 347-9979

**PROPERTY OWNER**  
NEW TKG-KC, LLC  
A MISSOURI LIMITED LIABILITY COMPANY

CONTACTS

SHEET	DESCRIPTION	REV.	ENG.
T1	COVER SHEET	B	SC/E
CIVIL	SURVEY BY OTHERS		
C-1.0	OVERALL SITE PLAN	B	SC
C-1.1	ENLARGED SITE PLAN	B	SC
C-2.0	EQUIPMENT ELEVATIONS & ANTENNA PLAN	B	SC
C-2.1	SITE SIGNAGE DETAILS	B	SC
C-3.0	COMPOUND FENCE DETAILS	B	SC

**SHEET INDEX**

T-MOBILE PROJECT MANAGER	DATE
SKYWAY TOWERS PROJECT MANAGER	DATE
APPROVALS	

CARRIER:

**T-Mobile**

PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777  
**SSC**

ENGINEERING LICENSE:

STATE OF MISSOURI  
STATE CERTIFICATE OF AUTHORIZATION # EF  
ENGINEER: PER:  
MLO MICHAEL L. OWENS E-22327 STRUCTURAL/CIVIL SC  
KV KEVIN VANMAELE E-22327 STRUCTURAL/CIVIL SC  
REJ ROBERT E. JEFFERSON E-22327 STRUCTURAL/CIVIL SC  
TMS TERRY M. SUPER E-18521 ELECTRICAL E  
SDK SHELDON D. KEISLING E-27323 ELECTRICAL E

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SUBMITTALS

	DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING		11/08/16	RAN	A
ISSUED FOR ZONING		08/11/17	RKT	B

MLA NAME & SITE NUMBER:

**SE BLUE PKWY  
MO-07000**

CARRIER NAME & SITE NUMBER

**SE BLUE PKWY  
A5C0464A**

SITE ADDRESS:

465 SE OLDHAM PKWY  
LEE'S SUMMIT, MISSOURI  
64081

SHEET DESCRIPTION:

**COVER SHEET**

SHEET NUMBER:

**T1**



# MO-07000 / SE BLUE PKWY

## PART OF THE SE 1/4, SECTION 8, T47N, R31W, IN JACKSON COUNTY, MISSOURI

### PROPERTY DESCRIPTION: LEASE AREA (AS SURVEYED)

A 50 foot by 50 foot Lease Area, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, more particularly described as follows:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 157.02 feet to the POINT OF BEGINNING; thence continuing North 87°27'55" West, a distance of 50.00 feet; thence North 02°32'05" East, a distance of 50.00 feet; thence South 87°27'55" East, a distance of 50.00 feet; thence South 02°32'05" West, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,500 square feet.

### PROPERTY DESCRIPTION: NON-EXCLUSIVE ACCESS/UTILITY EASEMENT (AS SURVEYED)

A 20 foot wide Access/Utility Easement, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 157.02 feet to the POINT OF BEGINNING of said centerline; thence North 02°23'44" East, a distance of 70.83 feet; thence North 87°46'34" West, a distance of 130.91 feet; thence North 02°22'50" East, a distance of 550.78 feet to the South Right of Way line of SE OLDHAM PKWY (Public Right of Way) and the POINT OF TERMINATION.

### PROPERTY DESCRIPTION: NON-EXCLUSIVE UTILITY EASEMENT (AS SURVEYED)

A 10 foot wide Access/Utility Easement, situated in BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, part of the Southeast Quarter of Section 8, Township 47 North, Range 31 West, in Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of said LOT 1 (Found 1/2" Pipe); thence along the East line of said LOT 1, North 02°13'26" East, a distance of 108.38 feet; thence leaving said East line, North 87°36'16" West, a distance of 147.02 feet; thence North 02°23'44" East, a distance of 55.63 feet to the POINT OF BEGINNING of said centerline; thence South 87°46'34" East, a distance of 136.85 feet to the POINT OF TERMINATION.

### Notes:

Bearings shown hereon are referenced to Grid North of the Missouri State Plane Coordinate System of 1983 (NAD 83), (2011 ADJ.), West Zone. Obtained by static GPS observations and Rinx File submittals for NGS Opus solutions.

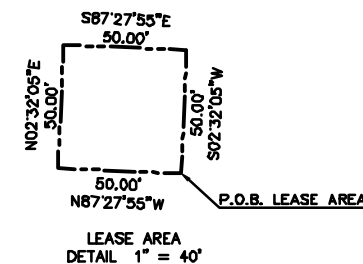
Vertical Datum = NAVD88 using GEOID12B

The purpose of this survey is to establish and describe a Lease Area and associated Easements. This is not a boundary survey of the Parent Parcel.

The utilities as shown on this drawing were developed from the information available (existing utility maps, aboveground observations and/or surface markings placed on the ground by the utility company or a representative thereof). This company has made no attempt to excavate or go below surface to locate utilities and does not extend or imply a guaranty or warranty as to the exact location of or complete inventory of utilities in this area. It shall be the contractor's responsibility to verify the location and depth of all utilities (whether shown or not) prior to excavation or construction and to protect said utilities from damage.

### PROPERTY LEGEND

FOUND CORNER	○
RIGHT OF WAY	R/W
CENTERLINE	C/L
POINT OF BEGINNING	P.O.B.
POINT OF TERMINATION	P.O.T.
ACCESS/UTILITY EASEMENT	AMU/E
UTILITY EASEMENT	U/E
NON-EXCLUSIVE	N-E



### LEGEND

POWER POLE	○ PP
TELEPHONE PEDESTAL	○ TP
ANCHOR	∩
ELECTRIC METER	○ EM
WATER METER	○ WM
GAS METER	○ GM
WATER SPOUT	⊕ WS
FIRE HYDRANT	⊕ FH
SIGN	—
AC UNIT	□ A/C
GATE POST	• GP
GUARD POST	• G
ACCESS PAD	• AP
MANHOLE (SAN., STORM, TEL.)	⊙
PROPOSED TOWER	△
FENCE	— X —
OVERHEAD POWER LINE	— OHP —
BENCHMARK	⊕
CONTROL POINT	△

**PROPOSED CELL TOWER DATA**  
Center of Tower  
Lat 38°54'02.60" North  
Long 94°21'57.80" West  
Ground Elevation = 1037ft

**BENCH MARK**  
Top of 1/2" Iron Bar w/  
Control Cap at CP-1  
Elevation = 1044.28ft

### PROPERTY DESCRIPTION: Parent Parcel as Provided

LOT 1, BROWNING INDUSTRIAL PARK EAST, BLOCK G, LOT 1, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TAX ID NO: 61-500-04-49-01-0-00-000

NOTE: The parent parcel graphically shown hereon, in full or in part, is the same as that described above.

Property information shown hereon was provided by Old Republic Insurance Group, Order No. 01-16089856-DIS, dated 10-07-2016.

### Schedule B-II Information:

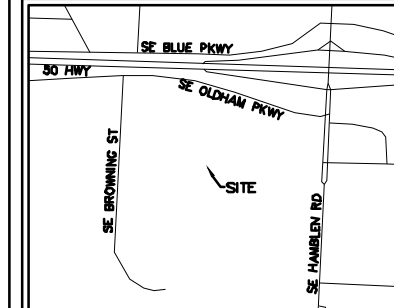
- (1) A FUTURE ADVANCE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FUTURE FILING, TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED BELOW AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF: AMOUNT: \$80,000,000.00 TRUSTOR: NEW TKG-KC, LLC BENEFICIARY: WELLS FARGO BANK, N.A. DATED: 11/21/2014 RECORDED: 11/24/2014 DOC# 2014E0087890 (Not the type to be depicted hereon)
  - (2) UNIFORM COMMERCIAL CODE INSTRUMENT EXECUTED BY NEW TKG-KG, LLC, DEBTOR, IN FAVOR OF WELLS FARGO BANK, NATIONAL ASSOCIATION, CREDITOR, RECORDED 11/24/2014, AS INSTRUMENT NO. 2014E0097891 OF JACKSON COUNTY RECORDS. (Not the type to be depicted hereon)
  - (3) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, LOT 4", AS RECORDED IN PLAT BOOK I 36, PAGE(S) 29 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (4) UTILITY EASEMENT AND RESERVATIONS AND COVENANTS AS SHOWN AND RESERVED IN DEED, RECORDED 01/10/1978 AS BOOK I 816, PAGE 1877 OF JACKSON COUNTY RECORDS. (Document is subsequent to current plat and therefore not shown hereon)
  - (5) UTILITY EASEMENT AS RESERVED IN DEED, RECORDED 06/12/1978, AS BOOK I 852, PAGE 1181 OF JACKSON COUNTY RECORDS. (Document is subsequent to current plat and therefore not shown hereon)
  - (6) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, LOT 6", AS RECORDED IN PLAT BOOK I 36, PAGE(S) 90 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (7) PLAT ENTITLED "RESURVEY OF BROWNING INDUSTRIAL PARK EAST, BLOCKS A, B, C & D", AS RECORDED IN PLAT BOOK I 40, PAGE(S) 118 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
- NOTE: TRATIFICATION OF PLAT OF RESURVEY OF BROWNING INDUSTRIAL PARK EAST BLOCKS A, B, C & D, AS RECORDED IN PLAT BOOK I 1336, PAGE(S) 2134 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
- (9) PLAT ENTITLED "BROWNING INDUSTRIAL PARK EAST, BLOCK E", AS RECORDED IN PLAT BOOK I 42, PAGE(S) 30 OF JACKSON COUNTY RECORDS. (Plat is subsequent to current plat and therefore not shown hereon)
  - (10) PLAT ENTITLED "MINOR PLAT, BROWNING INDUSTRIAL PARK EAST", AS RECORDED IN PLAT BOOK F 65, PAGE(S) 42 OF JACKSON COUNTY RECORDS. (Shown hereon)

### CERTIFICATION:

I HEREBY CERTIFY THAT A SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

JEFFREY B. LOVELACE MO-LS2580  
DATE: \_\_\_\_\_

08-11-17: REV. PER COMMENTS  
11-08-16: REV. PER COMMENTS  
11-03-16: ADDED TITLE AND A/E



9900 W. 109th St., Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777

**LOVELACE & ASSOCIATES**  
Land Surveying - Land Planning  
Telecommunications Surveys  
929 SE 3rd Street Lee's Summit, Missouri 64063  
Phone: (816) 347-9997 Fax: (816) 347-9979

### SURVEY COORDINATED BY:

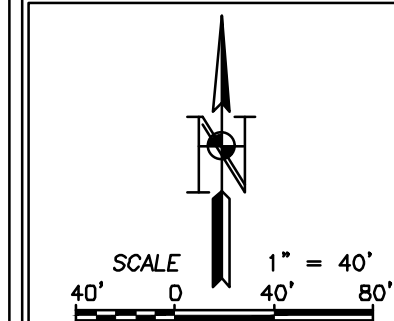
LOVELACE AND ASSOCIATES, LLC  
P.O. BOX 68,  
LEE'S SUMMIT, MO 64063  
TELEPHONE: 816-347-9997  
FAX: 816-347-9979

### SURVEY PROVIDED BY:

LOVELACE AND ASSOCIATES, LLC  
P.O. BOX 68,  
LEE'S SUMMIT, MO 64063  
TELEPHONE: 816-347-9997  
FAX: 816-347-9979

### SURVEY PROVIDED FOR:

SKYWAY TOWERS, LLC  
3637 MADACA LANE,  
TAMPA, FL 33618  
TELEPHONE: 813-960-6200



### FLOOD NOTE:

According to my interpretations of Community Panel No. 29095C0313F of the Flood Insurance Rate Map for Jackson County, Missouri, dated 08-29-2006, the subject property is in Flood Zone "X", i.e. "areas determined to be outside the 0.2% annual chance floodplain".



SITE I.D.: MO-07000

SITE NAME: SE BLUE PKWY

SITE LOCATION:  
485 SE OLDHAM PKWY,  
LEE'S SUMMIT, MO 64081

LA PROJECT NO.: 16392

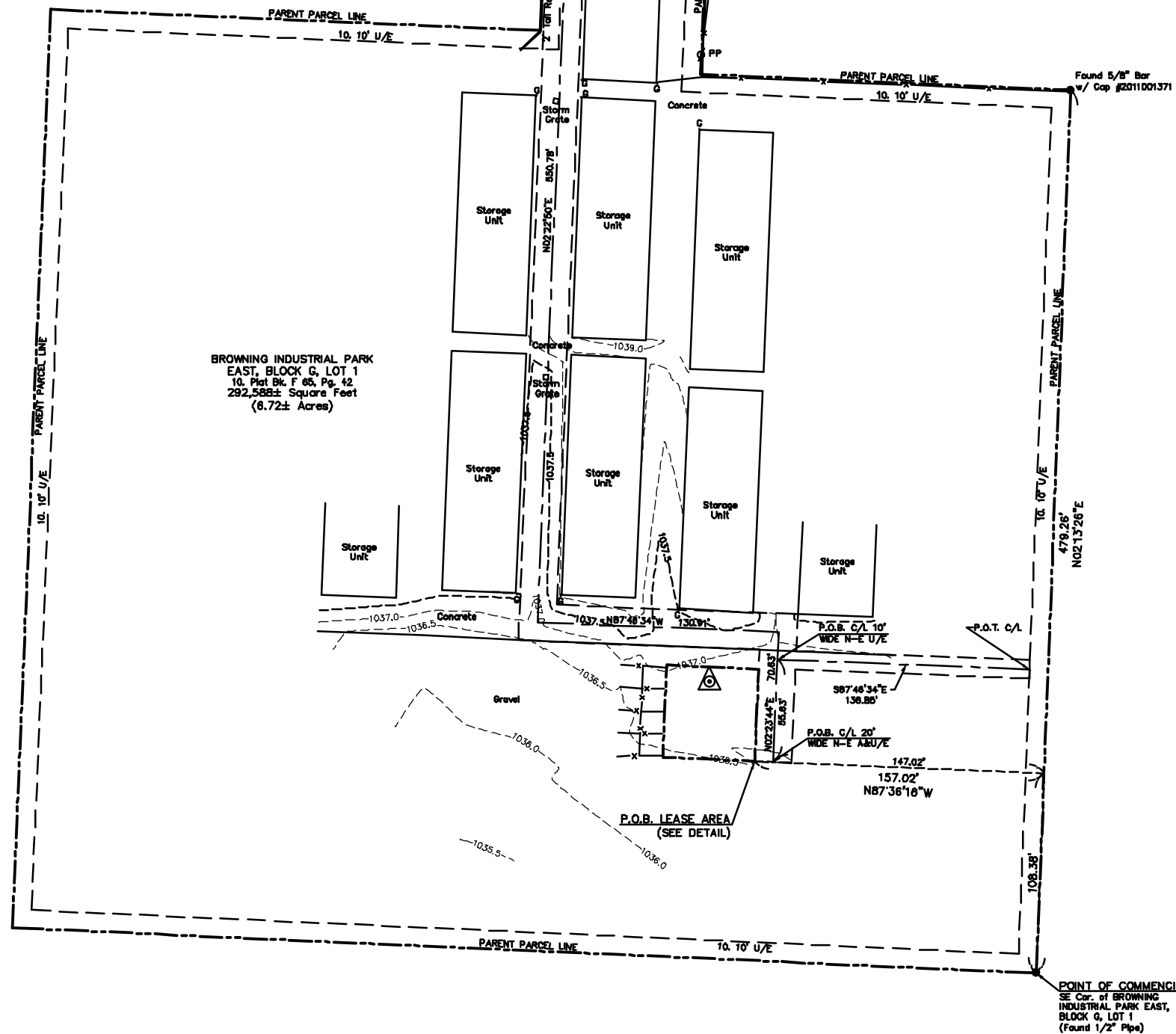
DRAWN BY: A.C.T.

CHECKED BY: J.B.L.

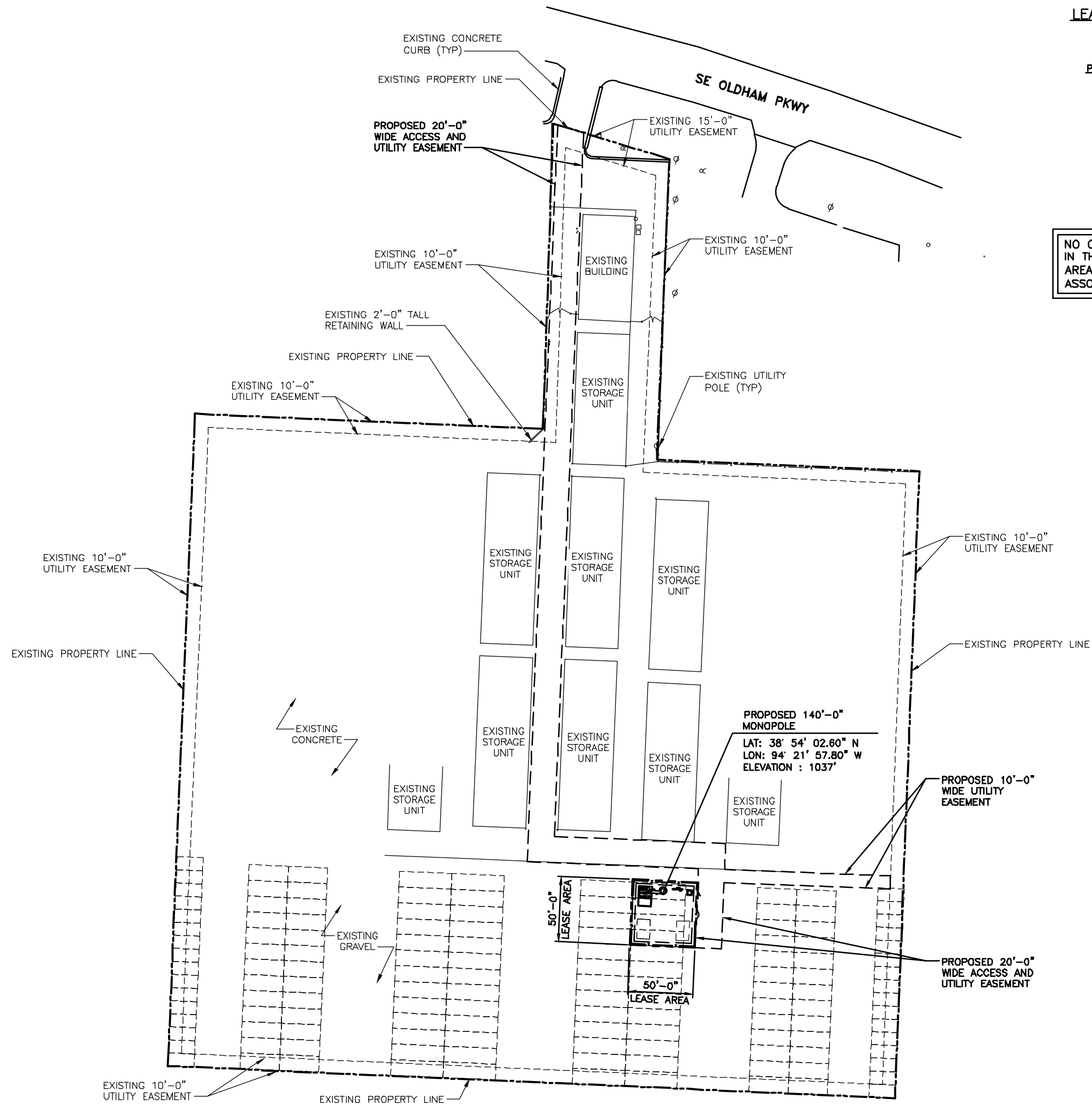
DATE: 10-25-16

FIELDWORK DATE: 10-21-16

SHEET NUMBER  
1 OF 1







**LEASE AREA & EASEMENT NOTES:**

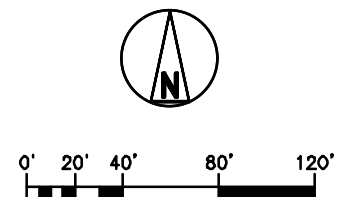
LEASE AREA = 0.06 ACRES

**PROPOSED CLEAR & GRUB REMOVAL LIMITS:**  
 50'-0" x 50'-0" LEASE BOUNDARY  
 10' WIDE FOR UTILITY EASEMENT

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	329'-0"
SOUTH	150'-0"
EAST	183'-0"
WEST	372'-0"

NO OIL OR GAS WELLS HAVE BEEN OBSERVED IN THE PROPOSED LEASE OR EASEMENT AREAS PER THE SURVEY (LOVELACE & ASSOCIATES #16392). SEE PREVIOUS SHEET.

**PROPOSED 140'-0" MONOPDLE**  
 LAT: 38° 54' 02.80" N  
 LON: 94° 21' 57.80" W  
 ELEVATION : 1037'



OVERALL SITE PLAN

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:

STATE OF MISSOURI

STATE CERTIFICATE OF AUTHORIZATION # EF

ENGINEER	PER#	CATEGORY
MLO MICHAEL L. OWENS	E-2011	STRUCTURAL/CIVIL SC
KV KEVIN VANMAELE	E-2011	STRUCTURAL/CIVIL SC
REJ ROBERT E. JEFFERSON	E-2011	STRUCTURAL/CIVIL SC
TMS TERRY M. SUTHERLAND	E-18521	ELECTRICAL E
SDK SHELLY D. KEISLING	E-27323	ELECTRICAL E

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SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:

SE BLUE PKWY  
 MO-07000

CARRIER NAME & SITE NUMBER

SE BLUE PKWY  
 A5C0464A

SITE ADDRESS:

465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:

OVERALL SITE PLAN

SHEET NUMBER:

C-1.0

1 NOTE:  
 CONTRACTOR TO PROVIDE "KNOX BOX" 3200  
 SERIES RAPID ENTRY SYSTEM IN ASSOCIATION  
 WITH THE CITY OF LEE'S SUMMIT FIRE DEPT.  
 CONTACT ASSISTANT FIRE MARSHALL JIM EDEN  
 AT (816) 969-1303.

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:

STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-2312 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-2312 STRUCTURAL/CIVIL SC  
 REJ ROBERT E. JENSEN E-2312 STRUCTURAL/CIVIL SC  
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SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:

SE BLUE PKWY  
 MO-07000

CARRIER NAME & SITE NUMBER

SE BLUE PKWY  
 A5C0464A

SITE ADDRESS:

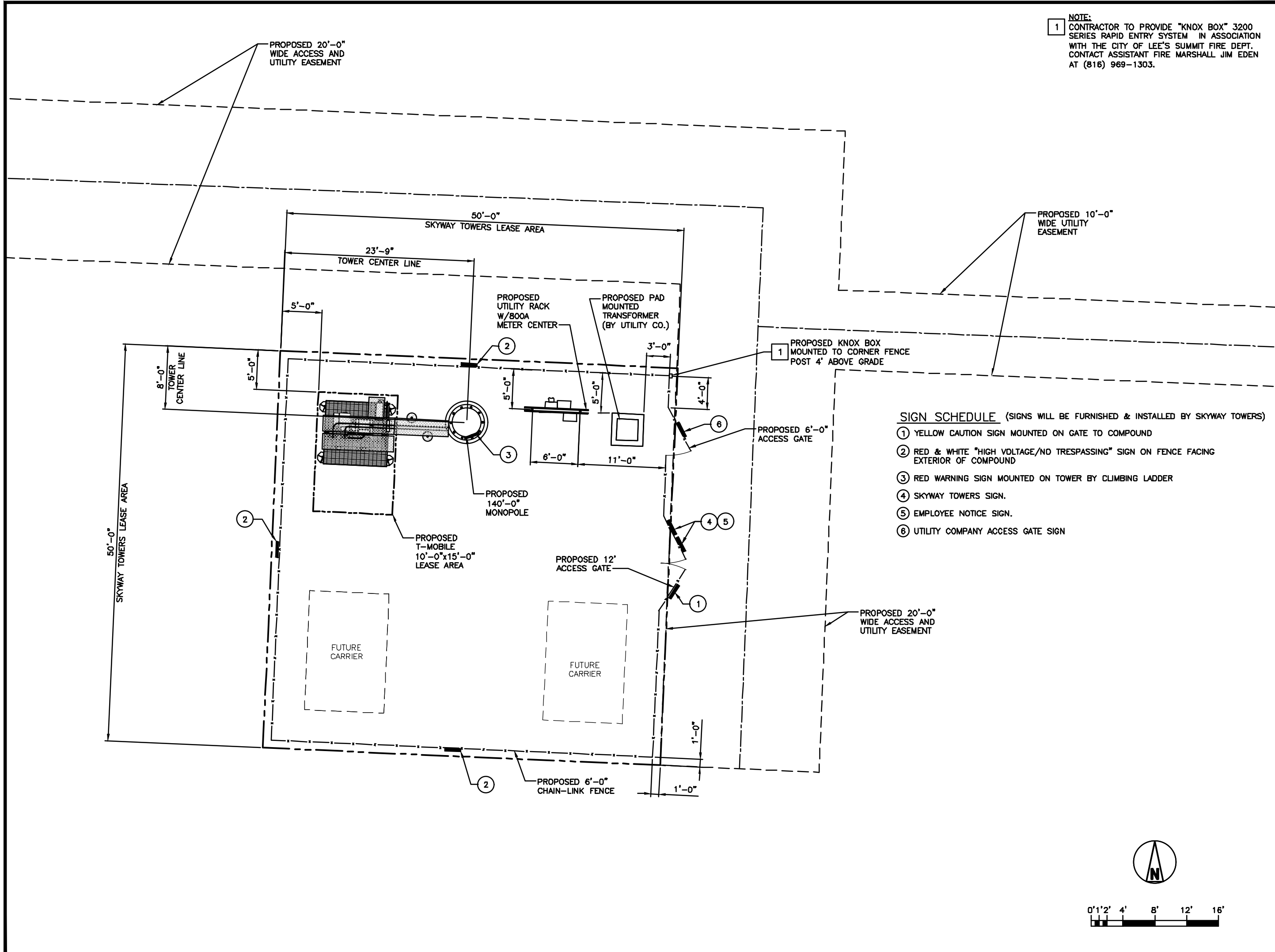
465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:

ENLARGED SITE PLAN

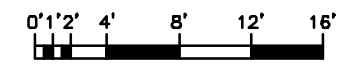
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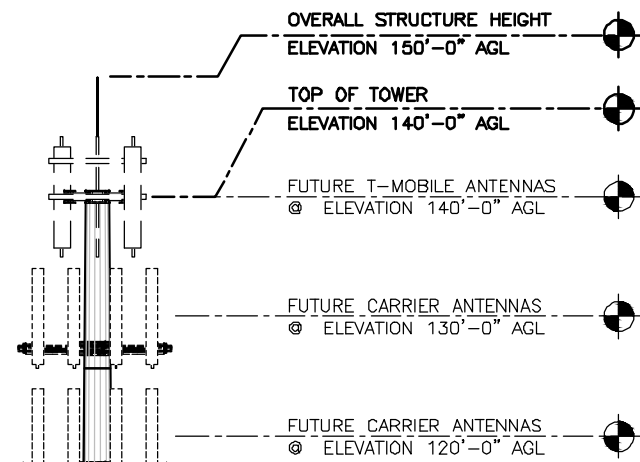
C-1.1



SIGN SCHEDULE (SIGNS WILL BE FURNISHED & INSTALLED BY SKYWAY TOWERS)

- ① YELLOW CAUTION SIGN MOUNTED ON GATE TO COMPOUND
- ② RED & WHITE "HIGH VOLTAGE/NO TRESPASSING" SIGN ON FENCE FACING EXTERIOR OF COMPOUND
- ③ RED WARNING SIGN MOUNTED ON TOWER BY CLIMBING LADDER
- ④ SKYWAY TOWERS SIGN.
- ⑤ EMPLOYEE NOTICE SIGN.
- ⑥ UTILITY COMPANY ACCESS GATE SIGN



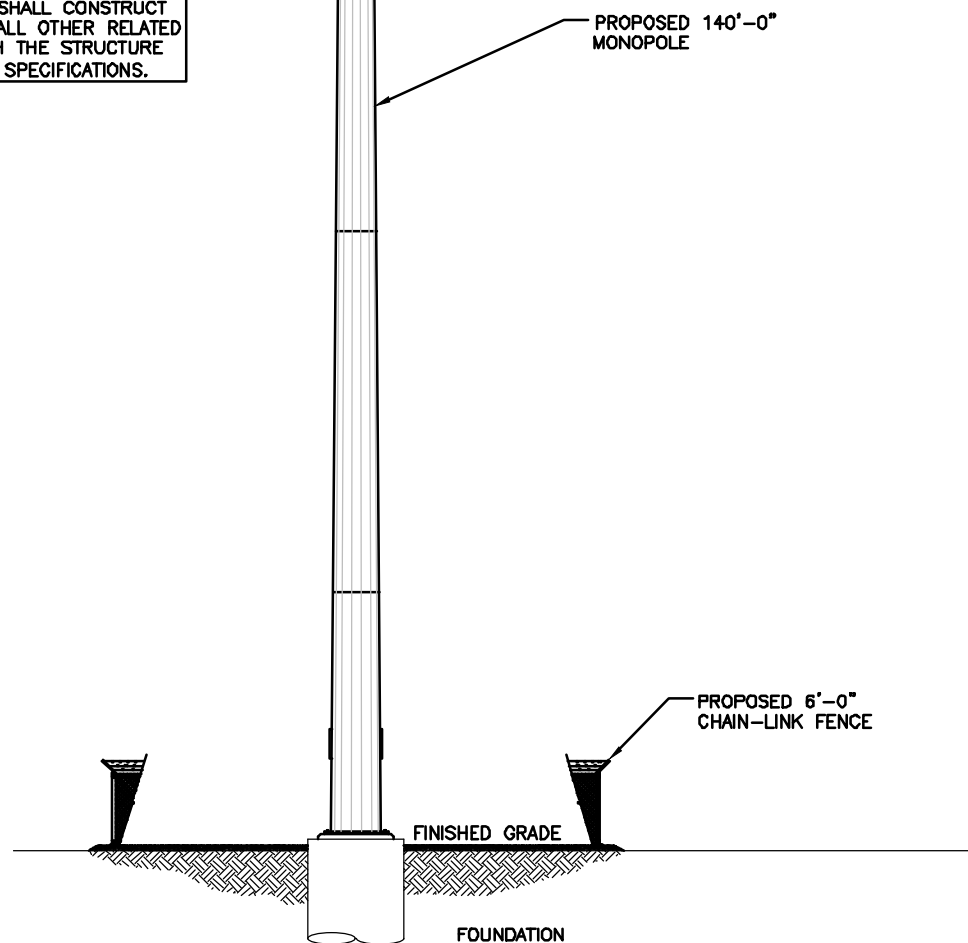


**NOTE:**

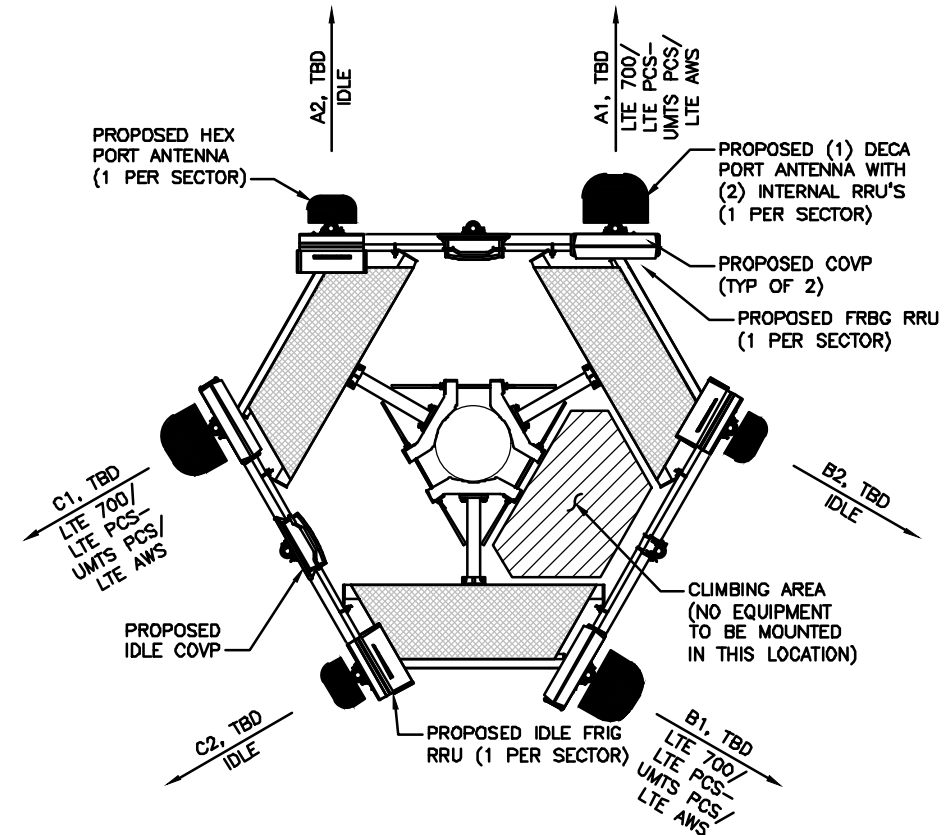
1. ALL TOWER INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY, AND MAY DIFFER FROM THE FINAL DESIGN PROVIDED BY THE TOWER MANUFACTURER. THE CONTRACTOR SHALL CONSTRUCT THE TOWER, GUY WIRES, FOOTINGS, AND ALL OTHER RELATED COMPONENTS IN ACCORDANCE WITH THE TOWER MANUFACTURER'S DRAWINGS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL DOCUMENT THE AS-BUILT CONDITION OF THE TOWER.

**NOTE:**  
ALL INFORMATION ON THIS PAGE IS PROVIDED BY SKYWAY TOWERS AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE SKYWAY TOWERS CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, MOUNT, AND COAX CABLE INFORMATION.

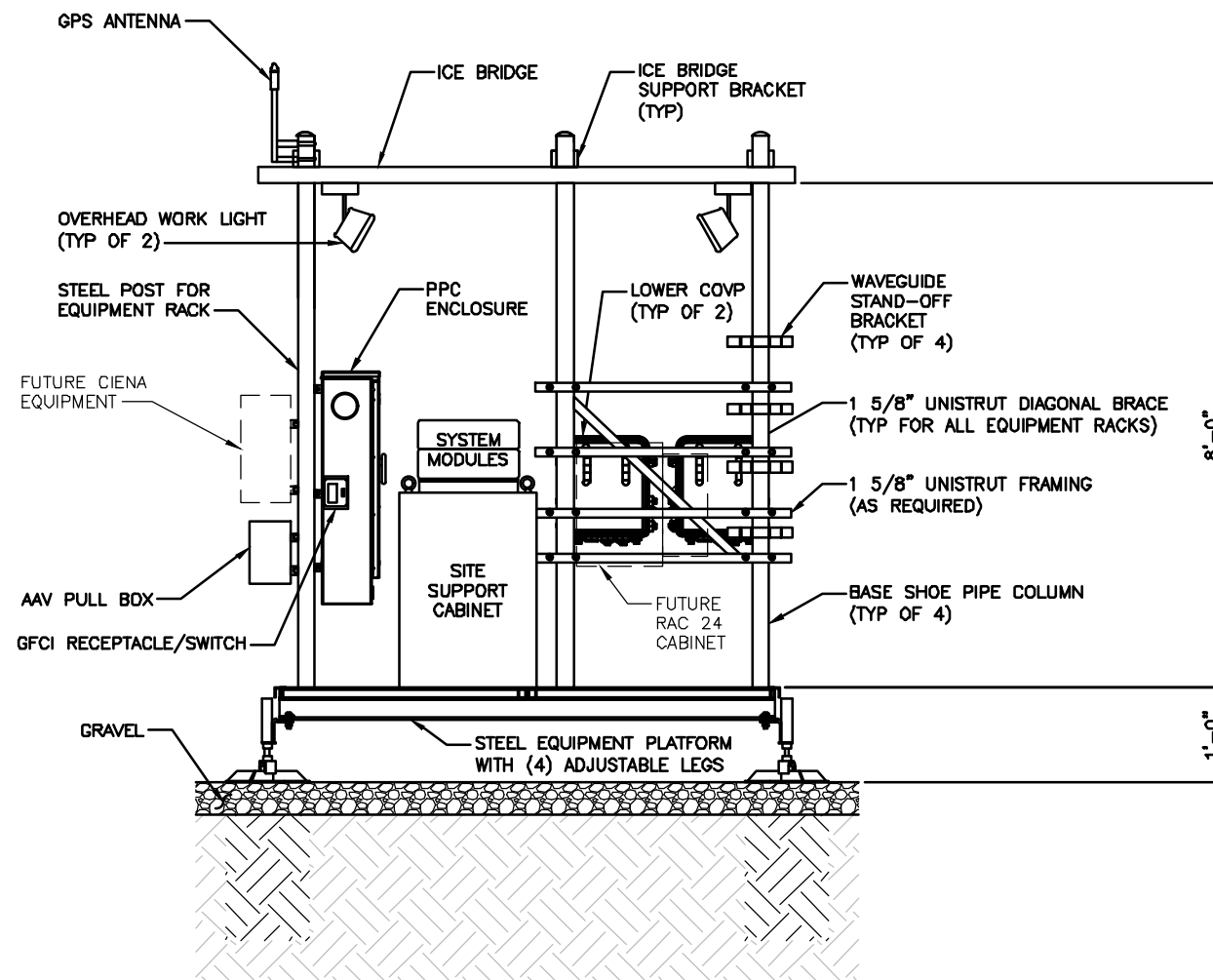
ALL STRUCTURE INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY, AND MAY DIFFER FROM THE FINAL DESIGN PROVIDED BY THE STRUCTURE MANUFACTURER. THE CONTRACTOR SHALL CONSTRUCT THE STRUCTURE, FOUNDATION, AND ALL OTHER RELATED COMPONENTS IN ACCORDANCE WITH THE STRUCTURE MANUFACTURER'S DRAWINGS AND SPECIFICATIONS.



TOWER ELEVATION



ANTENNA PLAN



EQUIPMENT PLATFORM ELEVATION



PLANS PREPARED BY:  

 9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:  
 STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-22974 STRUCTURAL/CIVIL SC  
 KV KEVIN VANMAELE E-22974 STRUCTURAL/CIVIL SC  
 REJ ROBERT E. JENSEN E-22974 STRUCTURAL/CIVIL SC  
 TMS TERRY M. SUPER E-18521 ELECTRICAL E  
 SDK SHELDON D. KEISLING E-27323 ELECTRICAL E

**PRELIMINARY ISSUE**

DRAWING NOTICE  
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ISSUED FOR ZONING	DESCRIPTION	DATE	BY	REV
		11/08/16	RAN	A
		08/11/17	RKT	B

MLA NAME & SITE NUMBER:  
**SE BLUE PKWY**  
**MO-07000**

CARRIER NAME & SITE NUMBER  
**SE BLUE PKWY**  
**A5C0464A**

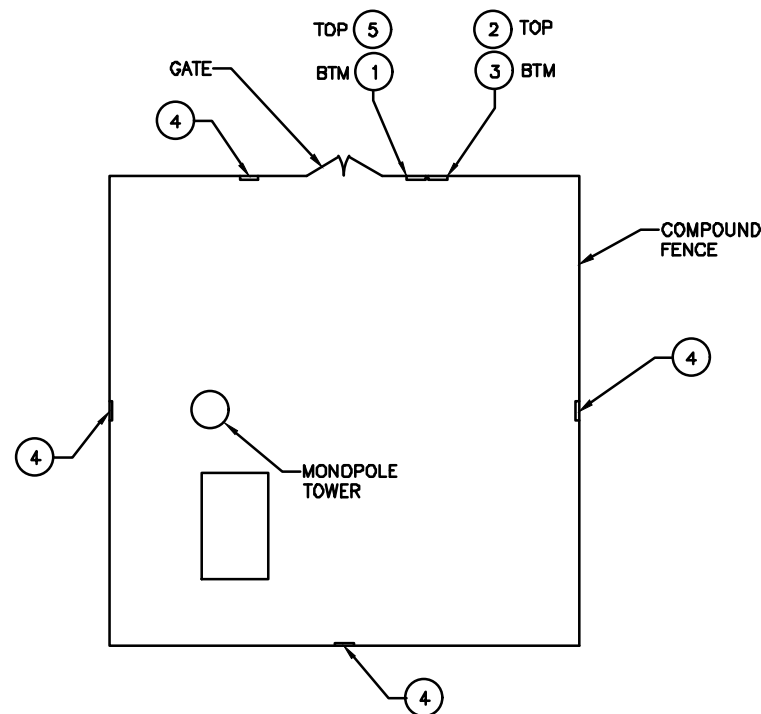
SITE ADDRESS:  
 465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:  
**EQUIPMENT ELEVATIONS**  
**& ANTENNA PLAN**

SHEET NUMBER:  
**C-2.0**



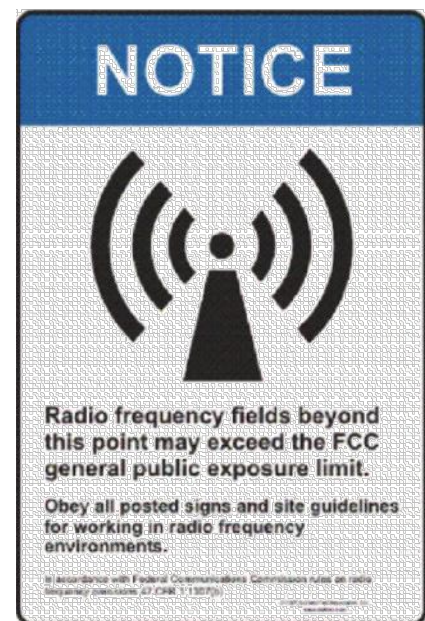
(SIGNS WILL BE FURNISHED & INSTALLED BY SKYWAY TOWERS)



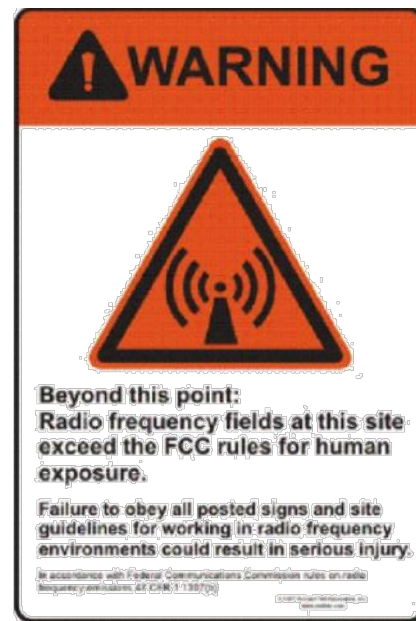
NOTE: SEE TYPICAL SIGNS AND SPECIFICATIONS DETAIL ON THIS SHEET FOR SIGN DESIGNATIONS.

OVERALL SIGN PLACEMENT

3



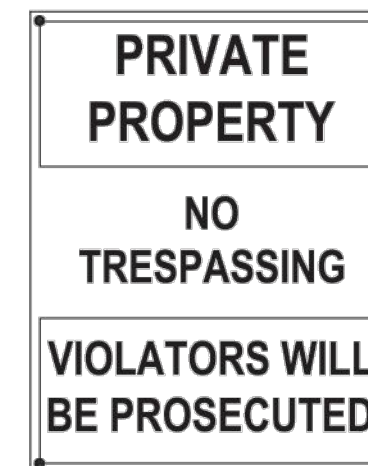
① NOTICE - RF SIGN (BLUE)  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



② WARNING - RF SIGN  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



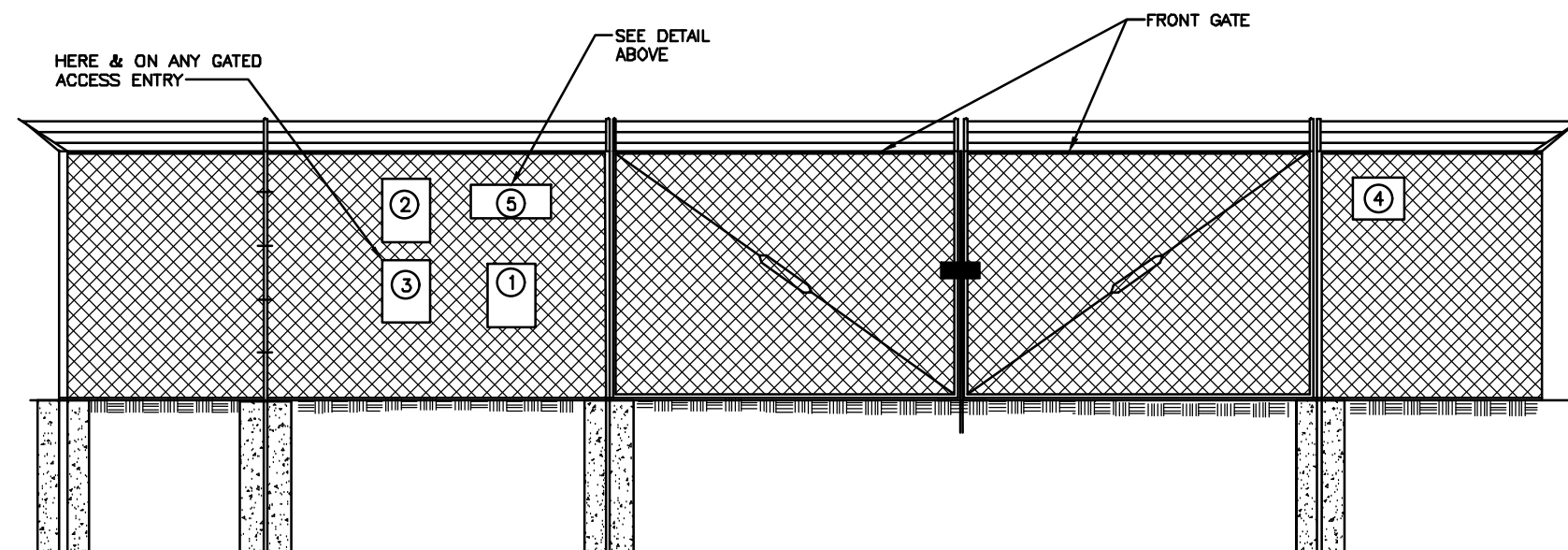
③ CAUTION - RF SIGN (YELLOW)  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)



④ NO-TRESPASSING SIGN  
12" x 18" DIGITAL PRINT MOUNTED TO 0.40 THICK ALUMINUM (OPERATIONS PROVIDED)

TYPICAL SIGNS & SPECIFICATIONS

1



**SIGNAGE NOTES:**  
1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.  
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

SITE SIGNAGE FRONT GATE VIEW

2

CARRIER: **T-Mobile**

PLANS PREPARED FOR: **SKYWAY TOWERS**

PLANS PREPARED BY: **SSC**  
9900 West 109th Street, Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777

ENGINEERING LICENSE:  
STATE OF MISSOURI  
STATE CERTIFICATE OF AUTHORIZATION # EF  
ENGINEER: PER:  
MLO MICHAEL L. OWENS E-2374 STRUCTURAL/CIVIL SC  
KV KEVIN VANMAELE E-2374 STRUCTURAL/CIVIL SC  
REJ ROBERT E. JENSEN E-2374 STRUCTURAL/CIVIL SC  
TMS TERRY M. SUPER E-18521 ELECTRICAL E  
SDK SHELDON D. KEISLING E-27323 ELECTRICAL E

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ISSUED FOR	DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING		11/08/16	RAN	A
ISSUED FOR ZONING		08/11/17	RKT	B

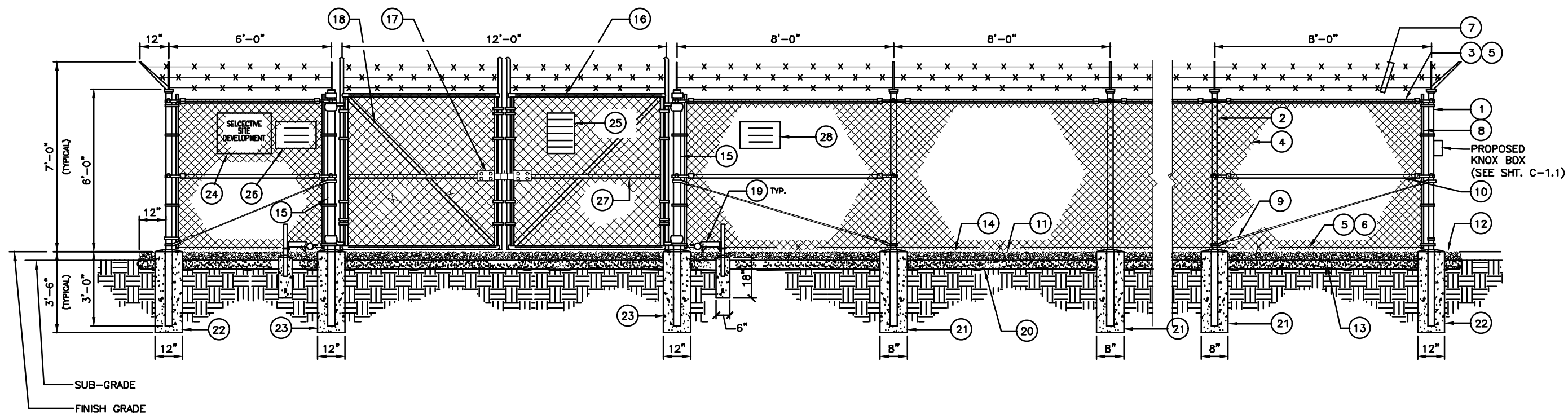
MLA NAME & SITE NUMBER:  
**SE BLUE PKWY MO-07000**

CARRIER NAME & SITE NUMBER:  
**SE BLUE PKWY A5C0464A**

SITE ADDRESS:  
**465 SE OLDHAM PKWY LEE'S SUMMIT, MISSOURI 64081**

SHEET DESCRIPTION:  
**SITE SIGNAGE DETAILS**

SHEET NUMBER:  
**C-2.1**



**REFERENCE NOTES:**

- 1 CORNER, END OR PULL POST 3" NOMINAL SCHEDULE 40 PIPE.
- 2 LINE POST: 2 1/2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
- 3 TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1083.
- 4 FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
- 5 TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
- 6 TENSION WIRE: 9 GA. GALVANIZED STEEL.
- 7 BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
- 8 STRETCHER BAR.
- 9 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- 10 FENCE CORNER POST BRACE: 1 5/8" DIA. EACH CORNER EACH WAY.
- 11 1 1/2" MAXIMUM CLEARANCE FROM GRADE.
- 12 2" FINISH A.E.G. OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- 13 4" COMPACTED 95% @ STRUCTURES, 90% ELSEWHERE, BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- 14 FINISH GRADE SHALL BE UNIFORM AND LEVEL.

- 15 GATE POST 4" SCHEDULE 40 PIPE, FOR GATE WIDTHS UP THRU 7 FEET OR 14 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083.
- 16 GATE FRAME: 1 1/2" PIPE, PER ASTM-F1083.
- 17 "MTS" MULTI-LOCKING DEVICE #MT-C6477, OR EQUAL
- 18 GATE DIAGONAL GALVANIZED STEEL 1 1/2" PIPE.
- 19 DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
- 20 GEOTEXTILE FABRIC
- 21 LINE POST: CONCRETE FOUNDATION (2000 PSI)
- 22 CORNER POST: CONCRETE FOUNDATION (2000 PSI)
- 23 GATE POST: CONCRETE FOUNDATION (2000 PSI)
- 24 18" x 24" SELECTIVE SITE DEVELOPMENT SIGN
- 25 12" x 18" YELLOW CAUTION SIGN
- 26 12" x 18" EMPLOYEE NOTICE SIGN
- 27 GATE FRAME BRACE: 1 5/8" DIAMETER.
- 28 12" x 18" DANGER HIGH VOLTAGE/NO TRESPASSING SIGN (TYPICAL ALL SIDES OF FENCED COMPOUND)

**GENERAL NOTES:**

- 1. INSTALL FENCING PER ASTM F-567
- 2. INSTALL SWING GATES PER ASTM F- 900
- 3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
- 4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
- 5. ALL OPEN POSTS SHALL HAVE END-CAPS.
- 6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
- 7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.

CARRIER:



PLANS PREPARED FOR:



PLANS PREPARED BY:

9900 West 109th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-438-7700  
 Fax: 913-438-7777

ENGINEERING LICENSE:  
 STATE OF MISSOURI  
 STATE CERTIFICATE OF AUTHORIZATION # EF  
 ENGINEER: PER:  
 MLO MICHAEL L. OWENS E-2274 STRUCTURAL/CIVIL SC  
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SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR ZONING	11/08/16	RAN	A
ISSUED FOR ZONING	08/11/17	RKT	B

MLA NAME & SITE NUMBER:  
**SE BLUE PKWY  
 MO-07000**

CARRIER NAME & SITE NUMBER  
**SE BLUE PKWY  
 A5C0464A**

SITE ADDRESS:  
 465 SE OLDHAM PKWY  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION:  
**COMPOUND FENCE  
 DETAILS**

SHEET NUMBER:  
**C-3.0**



June 27, 2017

**VIA HAND DELIVERY**

City of Lee's Summit  
220 E. Green Street  
Lee's Summit, MO 64063  
Attn: Lee's Summit Development Center

RE: Skyway Towers (MO-07000) application for approval of a Special Use Permit/Preliminary Development Plan for construction of a wireless communications facility to be located south of SE Oldham Pkwy and west of SE Hamblen Road at 465 SE Oldham Pkwy, Lee's Summit, Missouri 64801. This location is known as the Storage Mart property owned by NEW TKG-KC LLC.

Dear City Staff:

Skyway Towers/T-Mobile is applying for a Special Use Permit for the installation of a 150' (155' w/ lightning rod) monopole wireless communications facility located south of SE Oldham Pkwy and west of SE Hamblen Road (Storage Mart).

The proposed Skyway Towers/ T-Mobile facility will be enclosed in a 50' x 50' lease area (chain link fenced area 50' x 50'). The design submitted with this application will elaborate on the equipment that will be contained within the fenced area. The proposed fenced area will also enclose the tower and future wireless carriers for collocation (no less than 2 additional).

Access will be gained from an existing 20' wide asphalt drive, which will connect to the existing gravel drive just south of SE Oldham Pkwy. The proposed utility easement comes to site from the north and is being coordinated with KCP&L.

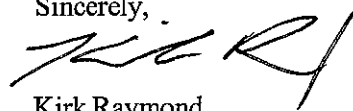
It is Skyway Tower/ T-Mobile's goal to retain as much of the existing property as possible – making the base of the site blend with the natural/existing surroundings.

**ADDITIONAL MATTERS**

This site is required to maintain T-Mobile's network coverage and capacity stability. T-Mobile customers rely on capacity sites as part of T-Mobile's network and rapidly growing data services. This area currently has diminished capacity and coverage therefore this proposed site's will have the ability to help offload data traffic and capacity from surrounding sites while also creating an improved coverage area. By helping to offload existing capacity of the neighboring sites, this tower will help existing sites become more efficient and effective.

Please direct any further questions or requirements to Curtis Holland/Kirk Raymond.

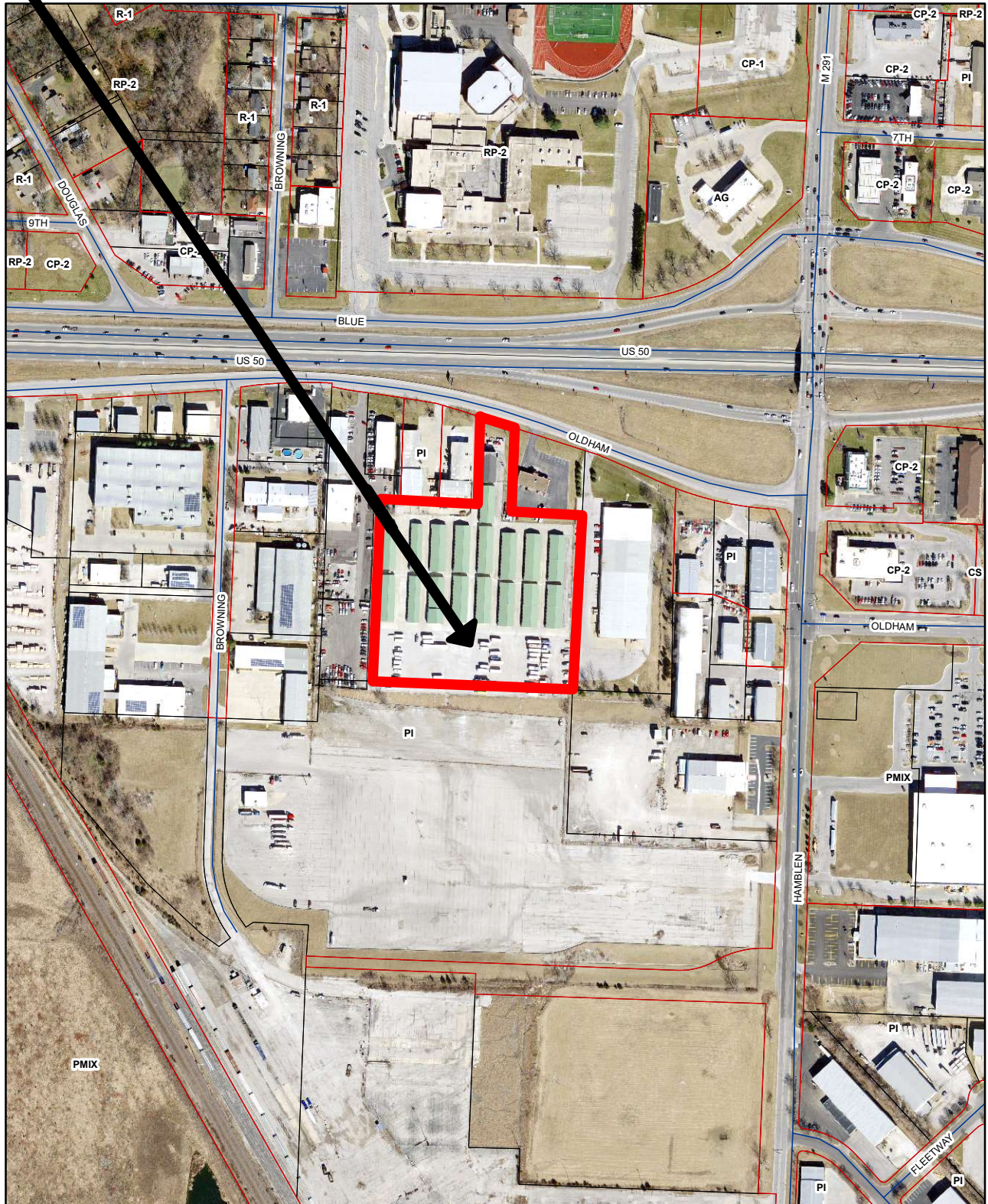
Sincerely,

A handwritten signature in black ink, appearing to read "Kirk Raymond". The signature is stylized with a large, sweeping "K" and "R".

Kirk Raymond



# Appl. #PL2017-143 – PRELIMINARY DEVELOPMENT PLAN Telecommunication Tower, 465 SE Oldham Pkwy; Skyway Towers, applicant





## Packet Information

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**File #:** 2017-1498, **Version:** 1

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Public Hearing - Appl. #PL2014-144 - Preliminary Development Plan - Kessler Ridge at New Longview, 2nd Plat, Lots 56-87, Tracts E-G, northeast corner of Longview Boulevard and Longview Road; Inspired Homes, LLC, applicant.

(Note: This Public Hearing has been remanded to the Planning Commission at the applicant's request in order to redesign a portion of the project in response to staff comments.)

### Issue/Request:

The applicant proposes the second phase of *Kessler Ridge at New Longview*, a single-family residential development composed of 32 lots and 3 common area tracts on 11.55 acres zoned PMIX (Planned Mixed Use). A preliminary development plan was previously approved for the Kessler Ridge at New Longview development; however the approved plan did not include a portion of property located within the southwest corner of this site. This proposed plan includes the additional acreage and provides for a "Traditional Neighborhood Design" product within this area.

The development is proposed with two distinct areas establishing varied development standards and architectural styles. The north and east portions of the site are comprised of 22 lots and are a continuation of the design styles and standards established within *Kessler Ridge at New Longview, 1<sup>st</sup> Plat*. The southwest corner of the site offers approximately 10 lots and is more similar to "Traditional Neighborhood Design" standards, similar to the standards established with the *Pergola Park* and *Madison Park* subdivisions, located to the south of this property.

The proposed building setbacks and lot widths are consistent with the standards for the other single-family residential areas of New Longview. Architectural options include a variety of 1 and 2-story homes, homes with detached garages, varied design styles and building material options, supplemented with a rich traditional color palette.

- 32 lots and 3 common area tracts on 11.55 acres
- 2.77 units/acre, including common area; 3.03 units/acre, excluding common area

Staff recommends **APPROVAL** of the preliminary development plan, subject to the following:

1. Development shall be in accordance with the preliminary development plan date stamped August 1, 2017.
2. Development standards, including density, lot area, and setbacks, shall be as shown on the preliminary development plan date stamped August 1, 2017.
3. The approved architectural styles, building materials and colors, shall be as shown on the building elevations date stamped August 1, 2017.
4. For Lots 56-77 the front setbacks shall be a minimum of 20' and a maximum of 25'. Side setbacks shall be a minimum of 5'; and 15' from a side street. Rear setbacks shall be a minimum of 25'.
5. For Lots 78-87 the front setback shall be 20'. Side setbacks shall be a minimum of 5'; and 12' feet from a side street. Rear setbacks shall be a minimum of 3'.

## LEE'S SUMMIT PLANNING COMMISSION

Minutes of Tuesday, September 12, 2017

---

The Tuesday, September 12, 2017, Lee's Summit Planning Commission meeting was called to order by Chairperson Norbury at 5:00 p.m., at City Council Chambers, 220 SE Green Street, Lee's Summit, Missouri.

### OPENING ROLL CALL:

Chairperson Jason Norbury	Present	Mr. Herman Watson	Present
Mr. Donnie Funk, Vice Chair	Present	Mr. Beto Lopez	Present
Ms. Colene Roberts	Present	Ms. Carla Dial	Present
Mr. Don Gustafson	Absent	Mr. Jeffrey Semmes	Present
Ms. Dana Arth	Present		

Also present were Hector Soto, Planning Division Manager; Jennifer Thompson, Staff Planner; Victoria Nelson, Staff Planner; Chris Hughey, Project Manager; Josh Johnson, Assistant Director, Development Services; Nancy Yendes, Chief Counsel Infrastructure and Zoning; Gene Williams, Senior Staff Engineer; Michael Park, City Traffic Engineer; Jim Eden, Assistant Fire Chief I, Fire Department; and Jeanne Nixon, Development Center Secretary.

### APPROVAL OF AGENDA:

Chairperson Norbury announced that there were no changes to the agenda, and asked for a motion to approve. On the motion of Ms. Roberts, seconded by Mr. Lopez, the Planning Commission voted unanimously by voice vote to **APPROVE** the agenda as published. On the motion of Ms. Roberts, seconded by Mr. Funk, the Planning Commission voted unanimously by voice vote to **APPROVE** the agenda as published.

<b>1. APPROVAL OF CONSENT AGENDA</b>
--------------------------------------

- A. Application #PL2017-152 – FINAL PLAT – Pergola Park, 4th Plat, Lots 81 thru 107, and Tracts N, 8-4 and 9-4; Inspired Homes LLC, applicant**
- B. Minutes of the August 22, 2017 Planning Commission meeting**

On the motion of Ms. Roberts, seconded by Mr. Lopez, the Planning Commission voted unanimously by voice vote to **APPROVE** the Consent Agenda, Item 1A-B as published.

Chairperson Norbury stated that the Commission would hear both Items 2 and 3 at the same time. This was to make it unnecessary for the applicant to submit the same information and presentation twice. Each of the two applications would be voted on separately.

**2. Continued Application #PL2017-142 – SPECIAL USE PERMIT for a telecommunications tower – 465 SE Oldham Parkway, Skyway Towers, applicant**

**3. Application #PL2017-143 – PRELIMINARY DEVELOPMENT PLAN – telecommunications tower – 465 SE Oldham Parkway, Skyway Towers, applicant**

Chairperson Norbury opened the hearing for Application PL2017-142 and Application PL2017-143 at 5:02 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Curtis Holland, present representing Skyway Towers, gave his address as 6201 College Blvd., Ste. 500 in Overland Park, Kansas. Skyway Towers, the proposed owner and developer, was a national development company that entered into agreements with wireless carriers for their towers to provide support infrastructure. In this application, Skyway had an agreement with T-Mobile to attach their wireless antennas to the tower. Mr. Holland commended staff on their assistance in preparing the applications and working through some of the issues. Staff was recommending approval of the structure.

Mr. Holland displayed an aerial rendering of the subject property and its surroundings, with tower's location marked by a yellow tack. It was adjacent to a Storage Mart's mini-warehouses. US 50 Highway ran east-west along the property's north side, with Lee's Summit High School across the highway. Oldham Parkway was to the east. Mr. Holland remarked that this tower's location next to a mini-warehouse use was a location unlikely to raise any objections. The land and surrounding properties were zoned for industrial uses. He displayed a photo simulation of the proposed monopole tower, stating that it was designed to accommodate additional users. Space at the bottom of the pole would be used for necessary equipment.

The applicants had requested a modification to landscaping requirements, due to the industrial location and the lack of visibility. Staff was supporting this modification, as well as a request to waive the requirement of painting the galvanized steel structure. The applicants also intended to ask for a modification for the setback equal to the height of the 150-foot tower. The way the code was interpreted in Lee's Summit, the antennas at the top were taken into consideration along with the tower structure itself. The structure was 140 feet tall, plus the antennas and a lightning arrester that increased the overall height to 150 feet. The original application had requested a 160-foot structure to allow a full 150-foot height but the applicants had been unable to meet the ordinance requirement according to that interpretation. At this point, they intended to request this modification to allow the extra height at the City Council level, as it was that governing body that would make the decision. Mr. Holland added that in all other respects the tower conformed to City requirements, and the applicant agreed to staff's Recommendation Items.

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

Mr. Soto entered Exhibit (A), list of exhibits 1-18 into the record for Application PL2017-142, and Exhibit (B), list of exhibits 1-14 for Application PL2017-143. He added that from here on the Commission would be looking at PowerPoint presentations from staff. He first displayed an aerial map of the site, he addressed some of the nearby land uses. Most of the property to the east, west and north of the site had been developed for industrial uses. A trucking facility under

construction was to the immediate south. This would include a 41,000 square foot building, and the property could accommodate up to 100 trucks. The tower's site was about 26 acres. Then displaying a zoning map, Mr. Soto noted that all of this area south of US 50 and east of the Union Pacific Railroad right-of-way had industrial zoning and uses. The area was bounded on three sides by US 50, Bailey Road and Hamblen Road. With a total height of either 150 or 160 feet, the structure would be within a 50 x 50-foot lease site, on a 6.7 industrial parcel. Mr. Soto confirmed that it would be at the south end of the existing storage buildings. He confirmed that the applicant wanted a tower structure of 150 feet, plus 10 feet of tower appurtenances including antennas, for a total height of 160 feet. A displayed detail of the site plan contrasted the setbacks for this height with those for a total of 150 feet. It indicated the length of setbacks on all four sides for both heights, with all setbacks for the 150-foot height in compliance with City requirements. The south setback for the 160-foot height was 150 feet, which would not be in compliance. The next elevation showed the 150-foot tower's components. Mr. Soto confirmed that staff supported the requested modifications for the landscaping requirement and tower painting. Staff did not support the request for a total height of 160 feet. He added that the next UDO amendment would eliminate the requirement for tower painting.

Concerning the landscaping requirement, Mr. Soto pointed out that the tower site was in an area with a high coverage percentage of concrete and compacted gravel. The dashed spaces indicated south of the buildings indicated the storage facilities for outside storage of boats and recreational vehicles. The site essentially had not open space for landscaping. Moreover, the buildings effectively blocked the lease site from public view from the major roads nearby, and for these reasons staff supported the requested landscaping modification. The requested third request for setback modification would be granted or denied by the City Council. Staff was in favor of maintaining the required 150-foot setback; and staff had seen no evidence that this would impact the facility's delivery of service. Mr. Soto confirmed staff's reasons to support both applications. The neighborhood's character, zoning and uses was industrial. The nearest residential-zoned property being Lee's Summit High School, across US 50 and about 900 feet away; and the nearest property actually having residential uses was 1,320 feet away. The tower would have no negative impact on the adjoining industrial properties; and a tower at this location would improve wireless coverage in the area.

Mr. Soto then reviewed staff's four Recommendation Items for the Special Use Permit (PL2017-142). Recommendation Item 1 granted the modification to the tower painting requirement, *"to allow the tower to be galvanized as shown on the plans."* Item 2 recommended another modification for the required landscaping screening to allow the applicants to omit the landscaping around the tower's perimeter. Recommendation Item 3 required the applicant to *"maintain setbacks from all property lines a distance at least equal to the height of the tower as measured from the base of the tower to its highest point."* Item 4 stated that approval was contingent upon approval of the preliminary development plan.

Approval of the preliminary development plan (PL2017-143) was, in return, contingent on approval of the Special Use Permit, and the development would be consistent with the current version of the PDP, stamped August 1, 2017. Mr. Soto added that this PDP was for a 140-foot tower with 10 feet added for the antennas and lightning resistor.

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.

Chairperson Norbury asked Mr. Holland if it was correct that the part of the parcel to be used for the structure was next to the storage facility's outdoor RV and boat parking. Mr. Holland answered that this was correct; however, it was also adjacent to the mini-warehouses used for indoor storage. The business provided by indoor and outdoor storage. Chairperson Norbury then asked about the pad where the tower would be located, and Mr. Holland answered that they had leased a 50x50 foot area at the south end. That area would be surrounded by a security fence. Chairperson Norbury asked what the consequences would be of someone hitting the tower with an RV. Mr. Holland replied that a driver would have to go through the gate or fence and at a rather high speed.

Chairperson Norbury noted that concerns about safety were typically raised in earlier applications of this kind; and he wanted to ensure that the surroundings were managed safely. He was not sure that this would be addressed in an environment where the facility would be surrounded by large vehicles. Mr. Holland replied that these towers were designed to withstand considerable force; including 90 mph winds with half inch radial ice. The tower would have a massive concrete foundation and the base was bolted to the concrete. A vehicle hitting it would have to be large and be moving at a high speed; which would be difficult in that small area. These kinds of pole structures were widely used, including the one nearest City Hall, and this had not been an issue. The scenario Chairperson Norbury was concerned about was unlikely.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearings for Applications PL2017-142 and PL2017-143 at 5:33 p.m. and asked for discussion among the Commission members, or for a motion.

Ms. Roberts made a motion to recommend approval of Application PL2017-142, Special Use Permit for a telecommunications tower: 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff's letter of September 8, 2017, specifically Recommendation Items 1 through 4. Mr. Lopez seconded.

Chairperson Norbury asked if this approval was for a tower with a total height of 150 feet. Ms. Yendes confirmed that it was. Hearing no other questions, Chairperson Norbury called for a vote.

On the motion of Ms. Roberts, seconded by Mr. Lopez, the Planning Commission members voted by voice vote of seven "yes" and one "no" (Chairperson Norbury) to recommend **APPROVAL** of Application PL2017-142, Special Use Permit for a telecommunications tower: 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff's letter of September 8, 2017, specifically Recommendation Items 1 through 4.

Chairperson Norbury then called for a motion on Application PL2017-143.

Ms. Roberts made a motion to recommend approval of Application PL2017-143, Preliminary Development Plan: telecommunications tower, 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff's letter of September 8, 2017, specifically Recommendation Items 1 and 2. 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 Ms. Roberts, seconded by Ms. Dial, the Planning Commission members voted by voice vote of seven “yes” and one “no” (Chairperson Norbury) to recommend **APPROVAL** of Application PL2017-143, Preliminary Development Plan: telecommunications tower, 465 SE Oldham Parkway, Skyway Towers, applicant; subject to staff’s letter of September 8, 2017, specifically Recommendation Items 1 and 2.

(The foregoing is a digest of the secretary’s notes of the public hearing. The transcript may be obtained.)

<p><b>4. Application #PL2017-144 – PRELIMINARY DEVELOPMENT PLAN – Kessler Ridge at New Longview, 2nd Plat, Lots 56-87, Tracts E-G, northeast corner of Longview Blvd. and Longview Rd.; Inspired Homes, LLC, applicant</b></p>
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Chairperson Norbury opened the hearing at 5:35 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Shannon Buester of Olsson Associates, gave her address as 1301 Burlington, Ste. 100, North Kansas City, Missouri. She related that this application was an amendment to the approved preliminary plat for Kessler Ridge. The first plat had already been developed and the water detention installed with this plat. Displaying the site plan, she explained that the the plan that was approved didn't show a layout for the area at the southwest corner by the roundabout. The neighbors on the south side of Longview Road were concerned about this; as they had wanted an area to serve as a buffer. The housing product type in the first plat was the traditional single-family home and they wanted a buffer at the roundabout to suggest the atmosphere of the existing TNZ neighborhood. They had held some discussions with the neighbors.

One approach involved three existing historic houses were undergoing assessments as to whether they were salvageable and what adaptive uses might be possible. One was considered in very poor shape and might be parted out for scrap to help restore the other two. The applicants had platted a lot for these two houses, planning an open space park area, which could provide the needed buffer. The garages were on the back of the cul-de-sac and faced the park on the north and Longview Road on the south. In working with staff, the applicants had originally shown the cul-de-sac functioning as more of an alley, which raised concerns about emergency vehicle access. They had widened it to the size of a traditional cul-de-sac.

The applicants were in agreement with staff's 7 Recommendation Items; however, the Traffic Impact Analysis did include a few items they wanted to discuss. First, there seemed to be some concern over the lack of on-street parking. This had not come up in the several pre-application meetings and most of the plat was traditional, 70-foot wide single-family lots. Much of the street frontage was not developed at all, some of it taken up by the historic homes and open space. The applicants did not believe on-street parking would be a problem. Concerning sidewalks, the traffic analysis' wording seem to suggest that the developers were not providing them. The cul-de-sac did not have sidewalks, because despite its size it was intended basically for use as an alley. It was intended for utility and not specifically for pedestrians. However, the houses did have sidewalks in front, as did Longview Boulevard, Redbuck and Longview Road.

Following Ms. Buester's presentation, Chairperson Norbury asked for staff comments.

Ms. Thompson entered Exhibit (A), list of exhibits 1-15 into the record. She stated that the applicant proposed a single-family subdivision, Kessler Ridge at New Longview, 2nd plat, which also served as the preliminary development plan. It was at the corner of Longview Boulevard and Longview Road, and had single-family subdivisions adjacent to the north, east and south, with the historic dairy barn buildings to the west. Zoning to the north, south and west was mostly PMIX, with a combination of R-1 and RP-1 to the east and south. The total area was 11.55 acres, with 32 lots and three common area tracts. Average density would be 2.77 units per acre including the common area and 3.03 units per acre excluding the common area. Proposed building setbacks were 20 feet for a front yard, 5 feet for side yards and a 25-foot setback for lots 56 through 77. Lots 78 through 87 had three-foot yard setbacks. The site plan showed two distinct areas. The lots to the north and east were standard single-family lots and were actually a continuation of Kessler Ridge 1st Plat. The ten lots in the southwest corner were in the transitional neighborhood category. Ms. Thompson displayed elevations of proposed homes, for the TNZ portion and the standard single-family lots, noting several design options for the TNZ portion such as front porches and stoops and detached garages. In contrast, those for the standard single-family lots.

Ms. Thompson concluded that staff considered this development compatible with adjacent land uses and appropriate for that site. The proposed design standards were consistent with those applied to single-family development at New Longview. She cited staff's seven conditions. (1) The development would be consistent with the preliminary development plan date stamped August 1, 2017. (2) The development standards would be shown on the PDP, with the same date. This included density, lot area and setbacks. (3) Architecture, building materials and colors would be as shown on the building elevations of the same date. Items 1, 2 and 3 were standard requirements for approval.

Recommendation Items 4 and 5 specified setbacks. For lots 56-77, Item 4 recommended: front yard setbacks from 20 to 25 feet; side setbacks a minimum of 5 feet and 15 feet from a side street. Rear setbacks were a minimum 25 feet. For lots 78-87, Item 5 recommended front setbacks of 20 feet, side setbacks at least 5 feet and rear setbacks at least 3 feet. Recommendation Item 6 provided that "*porches, cantilevers, roofs, roof overhangs and any and all building appurtenances may encroach a maximum of 8 feet into the front building setback.*" Recommendation Item 7 recommended the developer be responsible for constructing a white rail fence along SW Longview Road, similar to those seen in other parts of Longview Road and the New Longview development.

Ms. Thompson noted an error in staff's letter. Staff requested that Items 11 and 12 in the Codes and Ordinance section be deleted.

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.

Mr. Funk asked for clarification about where sidewalks were omitted. Ms. Buester explained that sidewalks were used throughout except around the cul-de-sac. It actually functioned as an alley. Ms. Buester pointed out the very narrow setbacks with garages backing up to the cul-de-sac. The driveways were very short, about 8 feet; so sidewalks would essentially route

pedestrians into driveways close to the back of a garage. Mr. Funk replied that every house had a garage that cars pulled out of and he assumed they would have sidewalks as well as an area for children to play after they rode out of the garage. Ms. Buester pointed out that in a traditional subdivision with a garage in front, they would have a setback as much as 30 feet. In New Longview, the driveways backed into alleys and driveways could not be very long. With an 8-foot driveway a car could back into a sidewalk very quickly.

Ms. Roberts asked to see where on-street parking would be allowed. Mr. Park explained that the parking would have to be a minimum distance back from a stop sign or anywhere parking would be restricted, such as a fire hydrant. He pointed out the stretches on Redbuck, Merriam Drive and Edwards Drive. Parking would not be allowed along Longview Boulevard, Longview Road and the cul-de-sac. Ms. Roberts then asked where the white rail fence on Longview would be in relation to the sidewalk, and what material it would be. Ms. Thompson answered that it was a continuation of the fence along Longview, and staff had not received any details about placement. Mr. Todd Lipshutz of Inspired homes explained that the existing fence was installed when Kessler Ridge Phase 1 was developed and would sit at the back edge of the right-of-way. Ms. Buester clarified that the sidewalk was in the right-of-way and the fence ran along the right-of-way. The expanse of fence would have gaps for residents to access the sidewalk.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:50 p.m. and asked for discussion among the Commission members.

Ms. Roberts was concerned about the parking, noting that people often used their garages for storage and parked cars outside. Chairperson Norbury noted that this was what was asked for,, and was the arrangement elsewhere in the Longview development; and no problems had been reported. Ms. Roberts noted that teenagers had extra cars and she was concerned about where the overflow would go, especially with no on-street parking allowed on Longview Road or Longview Boulevard.

Ms. Dial remarked that in New Longview diagonally across from the roundabout were several houses that had no on-street parking. Further down on Longview parallel parking was available at turn-outs. She did not like the idea of five houses in a row fronting a street with no parking. Ms. Roberts remarked that people were likely to park in the cul-de-sac.

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

Mr. Funk made a motion to recommend approval of Application PL2017-144, Preliminary Development Plan: Kessler Ridge at New Longview, 2nd Plat, Lots 56-87, Tracts E-G, northeast corner of Longview Blvd. and Longview Rd.; Inspired Homes, LLC, applicant; subject to staff's letter of September 8, 2017, excluding items 11 and 12 in the Codes section. Mr. Lopez seconded.

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

On the motion of Mr. Funk, seconded by Mr. Lopez, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2017-144, Preliminary



Development Plan: Kessler Ridge at New Longview, 2nd Plat, Lots 56-87, Tracts E-G, northeast corner of Longview Blvd. and Longview Rd.; Inspired Homes, LLC, applicant; subject to staff's letter of September 8, 2017, excluding items 11 and 12 in the Codes section.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

**5. Application #PL2017-153 – REZONING** from AG to PI – Tailor Made Landing, 1600 SE Hamblen Rd.; Nolte & Associates, applicant

Chairperson Norbury opened the hearing and announced that Application PL2017-153 was being continued to a date certain of September 26, 2017 at staff's request. He asked for a motion to continue.

Mr. Funk made a motion to continue Application PL2017-153 to a date certain of September 26, 2017. Ms. Roberts seconded.

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

On the motion of Mr. Funk, seconded by Ms. Roberts, the Planning Commission members voted unanimously by voice vote to **CONTINUE** Application PL2017-153 to a date certain of September 26, 2017.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

## **OTHER AGENDA ITEMS**

**6. Discussion – proposed amendment to Planning Commission bylaws**

Mr. Soto stated that the proposed change moved the public comment section up to in front of approval of the consent agenda. At a recent meeting a resident had questions about a consent agenda item but could not bring this up until the public comments period. Ms. Roberts commended staff for following this up so quickly. There were no objections to the change. He noted some 'clean up' language regarding titles of departments. Chairperson Norbury stated that this would be voted on at the next meeting.

## **PUBLIC COMMENTS**

There were no public comments at the meeting.

## **ROUNDTABLE**

There were no Roundtable items at the meeting.

## **ADJOURNMENT**

There being no further business, Chairperson Norbury adjourned the meeting at 6:10 p.m.

PC 091217

# City of Lee's Summit

## Development Services Department

September 8, 2017

TO: Planning Commission

CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services *J.R.S.*

PREPARED BY: Jennifer Thompson, Planner

RE: **Continued PUBLIC HEARING – Continued Appl. #PL2014-144 – PRELIMINARY DEVELOPMENT PLAN – Kessler Ridge at New Longview, 2<sup>nd</sup> Plat, Lots 56-87, Tracts E-G; Inspired Homes, LLC, applicant**

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### Commentary

The applicant proposes the second phase of *Kessler Ridge at New Longview*, a single-family residential development composed of 32 lots and 3 common area tracts on 11.55 acres zoned PMIX (Planned Mixed Use). A preliminary development plan was previously approved for the *Kessler Ridge at New Longview* development; however the approved plan did not include a portion of property located within the southwest corner of this site. This proposed plan includes the additional acreage and provides for a "Traditional Neighborhood Design" product within this area.

The development is proposed with two distinct areas establishing varied development standards and architectural styles. The north and east portions of the site are comprised of 22 lots and are a continuation of the design styles and standards established within *Kessler Ridge at New Longview, 1<sup>st</sup> Plat*. The southwest corner of the site offers approximately 10 lots and is more similar to "Traditional Neighborhood Design" standards, similar to the standards established with the *Pergola Park* and *Madison Park* subdivisions, located to the south of this property.

The proposed building setbacks and lot widths are consistent with the standards for the other single-family residential areas of New Longview. Architectural options include a variety of 1 and 2-story homes, homes with detached garages, varied design styles and building material options, supplemented with a rich traditional color palette.

- 32 lots and 3 common area tracts on 11.55 acres
- 2.77 units/acre, including common area; 3.03 units/acre, excluding common area

### Recommendation

Staff recommends **APPROVAL** of the preliminary development plan, subject to the following:

1. Development shall be in accordance with the preliminary development plan date stamped August 1, 2017.
2. Development standards, including density, lot area, and setbacks, shall be as shown on the preliminary development plan date stamped August 1, 2017.
3. The approved architectural styles, building materials and colors, shall be as shown on the building elevations date stamped August 1, 2017.
4. For Lots 56-77 the front setbacks shall be a minimum of 20' and a maximum of 25'. Side setbacks shall be a minimum of 5', and 15' from a side street. Rear setbacks shall be a minimum of 25'.

5. For Lots 78-87 the front setback shall be 20'. Side setbacks shall be a minimum of 5', and 12' feet from a side street. Rear setbacks shall be a minimum of 3'.
6. Porches, cantilevers, roofs, roof overhangs and any and all building appurtenances may encroach a maximum of 8' into the front building setback.
7. The developer shall be responsible for construction of a white rail fence along SW Longview Road significantly similar to other areas along SW Longview road throughout the exterior of the development.

## Project Information

**Proposed Use:** single-family residential subdivision

**Land Area:** 11.55 acres

**Number of Lots:** 32 lots and 3 common area tracts

**Density:** 2.77 units/acre, including common area; 3.03 units/acre excluding common area

**Location:** NE corner of Longview Blvd and Longview Rd.

**Zoning:** PMIX (Planned Mixed-Use District)

**Surrounding zoning and use:**

**North:** PMIX (Planned Mixed-Use District)—*Kessler Ridge at New Longview* (single family residential subdivision)

**South (across SW Longview Road):** PMIX (Planned Mixed Use District)—*Pergola Park and Madison Park* (single family residential subdivisions), and subdivision pool; RP-1 (Planned Single-Family Residential District)—*Longview Farm Villas* (single family residential subdivision)

**East:** PMIX – (Planned Mixed Use District)—*Kessler Ridge at New Longview* (single family residential subdivision)

**West (across SW Longview Road):** PMIX—*Longview Farm dairy barns and Residences at New Longview* (apartment development)

## Background

- October 3, 2002 – The City Council approved the rezoning (Appl. #2002-031) from AG, RP-1, RP-2, RP-3 and CP-2 to PMIX and the Conceptual Plan (Appl. #2002-032) for New Longview by Ordinance No. 5407.
- October 3, 2002 – The City Council approved the New Longview Preliminary Development Plan for the Arterial Traffic Network (Appl. #2002-081) by Ordinance No. 5408.
- September 25, 2014 – The City Council approved a partial waiver of the TIF Contract between the City of Lee's Summit and M-III Longview, LLC, authorizing the development of an additional 55 single-family housing units in the New Longview Farm area by Ordinance No. 7522. The waiver covers Phase 1 of the subject proposed development.
- March 5, 2015 – The City Council approved a preliminary development plan (Appl. #PL2014-158) for *Kessler Ridge at New Longview*, located at the northeast corner of SW Longview Blvd. and SW Longview Rd, by Ordinance No. 7598.

- November 17, 2016 – The City Council approved the final plat (Appl. #PL2015-051) for *Kessler Ridge, 1<sup>st</sup> Plat, Lots 1-55 & Tracts A-D*, by Ordinance No. 8016.

## **Analysis of the Preliminary Development Plan**

**Kessler Ridge at New Longview.** The proposal is for the second phase of *Kessler Ridge at New Longview*, a single-family residential development composed of 32 lots and 3 common area tracts on 11.55 acres zoned PMIX (Planned Mixed Use). A preliminary development plan was previously approved for the Kessler Ridge at New Longview development; however the approved plan did not include a portion of property located within the southwest corner of this site. This proposed plan includes the additional acreage and provides for a “Traditional Neighborhood Design” product within this area.

The proposed plan will accommodate new residents that can make use of existing and proposed public infrastructure while benefiting from existing services such as schools, parks, and other amenities within the New Longview community. The development also provides continued connections within the existing *Kessler Ridge at New Longview* subdivision to the north and east, along with additional access points to SW Longview Road and SW Longview Blvd.

Staff finds the proposed 32-lot single family development to be compatible with adjacent land uses and appropriate for the site. The subject property is bordered by Kessler Ridge subdivision to the north and east, existing single-family subdivisions to the south and vacant ground/Longview Dairy Barns to the west.

**Development Standards.** The existing PMIX zoning district allows for greater flexibility in development standards (e.g. lot coverage, setbacks, lot sizes, etc.) in order to facilitate adaptation of development to the unique characteristics of a site. The PMIX district also allows for more flexible placement, arrangement and orientation of residential structures. The applicant has proposed standards differing from the typical single family residential zoning district (R-1), but which are consistent with the standards for existing single-family areas of New Longview. The standards will be approved as part of the preliminary development plan. The development standards are compatible to the “Traditional Neighborhood Design”, as originally envisioned for this area. The proposed “TND” design standards include:

- Front, Rear, and Side yard setbacks that are below the minimum requirements for the R-1 zoning district.
- Architectural home styles, building materials, and colors which are compatible and comparable with the existing New Longview “Traditional Neighborhood Design” residential areas.
- Home characteristics that include front porches and/or stoops and a variety of styles such as: 1 and 2-story Craftsman, French Country, Prairie, and Mediterranean building types.
- “Traditional Neighborhood Design” style homes featuring detached garages with rear entries.
- The development is incorporating sidewalks on both sides of all streets to encourage the walk-ability of the neighborhood.

Development standards, including density, lot area, and setbacks shall be as shown on the plan. The table below compares the proposed development standards for Kessler Ridge at New Longview, 2<sup>nd</sup> Plat with the R-1 District standards as outlined in the Unified Development Ordinance.

Design Standard	Proposed Kessler Ridge at New Longview, 2 <sup>nd</sup> Plat in PMIX Lots 56-77	Proposed Kessler Ridge at New Longview, 2 <sup>nd</sup> Plat in PMIX Lots 78-87	R-1 District Standards
Density	2.77 units/acre (32 units on 11.55 acres)	2.77 units/acre (32 units on 11.55 acres)	4 units/acre maximum
Lot Size	9,727 sq. ft. (minimum)	6,119 sq. ft. (minimum)	8,400 sq. ft. minimum
Lot Width	69'—minimum	50' (minimum)	70'—minimum
Building Setbacks	20'—front yard 5'—side yard 25'—rear yard 15'—side yard (street side)	20'—front yard 5'—side yard 3'—rear yard 12'—side yard (street side)	Minimum standards 30'—front yard 7.5'—side yard 30'—rear yard

The proposed subdivision provides a combination of the "Traditional Neighborhood Design" (TND) as originally envisioned for this phase of the New Longview Conceptual Plan and a continuation of the *Kessler Ridge at New Longview* subdivision. The proposed plan provides an appropriate transition from the standard R-1 subdivision to the east (Bridlewood) and the TND neighborhoods to the south (New Longview). Staff finds the proposed development standards to be appropriate given the nature of New Longview being modeled as a traditional neighborhood development. Among the characteristics of traditional neighborhood developments that are reflected in the proposed development standards are higher densities (than typically seen in R-1 subdivisions) and reduced building setbacks. Higher densities allow for a more efficient use of land and infrastructure by encouraging development that is more compact than conventional neighborhood development. Reduced building setbacks provide a defined street wall that encourages walk-ability by creating a more inviting pedestrian zone.

**Existing Historic Structure (Saddle Horse Manager's Office).** The development plan proposes to remove and salvage the historic Saddle Horse Manager's office. The removal of the structure was approved as part of the New Longview TIF plan and was also previously proposed and discussed in the Kessler Ridge at New Longview preliminary development plan.

### Code and Ordinance Requirements

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

#### **Engineering**

1. The public water line serving the lots along SW Merriam Ct. shall be extended within the cul-de-sac bulb rather than as shown in the Preliminary Development Plan.

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. All public infrastructure must be substantially complete, prior to the issuance of any certificates of occupancy.
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 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.
5. 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 the issuance of any building permits for the development.
6. All permanent off-site easements, in a form acceptable to the City, shall be executed and recorded with the Jackson County Recorder of Deeds prior to the issuance of a Certificate of Substantial Completion. A certified copy shall be submitted to the City for verification.
7. A restriction note shall be included on the final plat stating: "Individual lot owner(s) shall not change or obstruct the drainage flow paths on the lots, as shown on the Master Drainage Plan, unless specific application is made and approved by the City Engineer."
8. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance).
9. A Land Disturbance Permit shall be obtained from the City if ground breaking will take place prior to the issuance of infrastructure permit or prior to the approval of the engineering plans.
10. Any cut and / or fill operations, which cause public infrastructure to exceed the maximum / minimum depths of cover shall be mitigated by relocating the infrastructure vertically and / or horizontally to meet the specifications contained within the City's Design and Construction Manual.
11. The sanitary sewer shown connecting to the existing sanitary sewer at the south end of the detention basin tract shall be re-evaluated at the final design stage. The proposed geometry of the sanitary at this location may not be in the City's best interest for long term maintenance and access.
12. The detention basin shown within the 4.26 acre detention tract shall be designed to meet the current APWA Section 5600 standards for comprehensive control, including a water quality element consisting of 40 hour extended detention for the 1.37 inch rain event, or best management practices as defined in Section 5600.

**Fire**

13. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises,

and to the safety to fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code.

**Planning**

14. A final plat shall be approved and recorded prior to any building permits being issued. A final plat shall be approved and recorded (with the necessary copies returned to Development Services Department prior to any building permits being issued.
15. No final plat shall be recorded by the developer until the Director of Special Projects and the City Attorney have reviewed and approved the declaration of covenants and restrictions pertaining to common property as prepared in accordance with Section 5.520 of the UDO, and until the Director has received certification from the Missouri Secretary of State verifying the existence and good standing of the property owners' association required by Section 5.510 of the UDO. In addition, the approved Declaration of Covenants, Conditions and Restrictions shall be recorded prior to the recording of the final plat.

**Attachments:**

1. Transportation Impact Analysis prepared by City Traffic Engineer, dated September 8, 2017—2 pages
2. Preliminary Development Plan (7 pages), consisting of:
  - Cover sheet, date stamped August 1, 2017
  - Existing Conditions, date stamped August 1, 2017
  - Site Plan, date stamped August 1, 2017
  - Grading Plan and Utilities Plan, date stamped August 1, 2017
  - Building elevations-Lots 78-87, date stamped August 1, 2017
  - Building elevations-Lots 56-77 – 2 pages, date stamped August 1, 2017
3. Single Family Residential Compatibility Form completed by the applicant—3 pages
4. Location Map





# LEE'S SUMMIT

## MISSOURI

### DEVELOPMENT REVIEW FORM

### TRANSPORTATION IMPACT

DATE: September 8, 2017 CONDUCTED BY: Michael K Park, PE, PTOE  
 SUBMITTAL DATE: August 1, 2017 PHONE: 816.969.1800  
 APPLICATION #: PL2017144 EMAIL: Michael.Park@cityofls.net  
 PROJECT NAME: KESSLER RIDGE, 2<sup>ND</sup> PLAT PROJECT TYPE: Prel Dev Plan (PDP)

#### SURROUNDING ENVIRONMENT (Streets, Developments)

The proposed residential development is located at the northeast corner of Longview Boulevard and Longview Road. The surrounding area includes undeveloped planned mixed use property to the west and north as well as single family subdivisions to the east and south.

#### ALLOWABLE ACCESS

The proposed development will be accessed along a proposed street/alley that intersects a network of public streets within the Kessler Ridge subdivision. The aforementioned Kessler Ridge residential streets connect with Longview Road to the south, Longview Boulevard to the west and 3<sup>rd</sup> Street to the north via Kessler Drive. There are no changes to access along Longview Road, Longview Boulevard, Kessler Drive, 3<sup>rd</sup> Street or other existing neighborhood streets. The proposed street/alley location has adequate sight distance and is spaced in accordance with the Access Management Code. Lot density and access along the proposed street/alley will significantly limit availability of on-street parking and surrounding streets such as Longview Road and Longview Boulevard prohibit parking. Consequently, the absence of available parking for these residential lots may be problematic in the future and the availability of driveway parking may be a priority to recall in the lot development process. This concern is magnified if setbacks are reduced in reference to the street/alley right-of-way with garage locations that potentially do not accommodate parking off-street outside the garage.

#### EXISTING STREET CHARACTERISTICS (Lanes, Speed limits, Sight Distance, Medians)

Longview Road and Longview Boulevard are four-lane, median divided, major arterial roadways bordering the proposed development. Both roadways have a 35 mph speed limit in this area. The intersection of Longview Road and Longview Boulevard is a multi-lane roundabout. The streets directly serving this proposed development are typical two lane, undivided, residential streets with a 25 mph speed limit.

ACCESS MANAGEMENT CODE COMPLIANCE? YES  NO

The proposed street is compliant with the AMC.

#### TRIP GENERATION

Time Period	Total	In	Out
Weekday	126	63	63
A.M. Peak Hour	17	4	13
P.M. Peak Hour	13	8	5

TRANSPORTATION IMPACT STUDY REQUIRED?

YES

NO

The proposed development will not likely generate more than 100 vehicle trips to the surrounding street system during any given peak hour. The surrounding street system was planned and constructed to adequately accommodate the projected traffic impact of this development.

LIVABLE STREETS (Resolution 10-17)

COMPLIANT

EXCEPTIONS

The proposed development plan includes all Livable Streets elements identified in the City's adopted Comprehensive Plan, associated Greenway Master Plan and Bicycle Transportation Plan attachments, and elements otherwise required by ordinances and standards, with exception of sidewalk along the proposed street/alley. Sidewalk along both at least one side of the local residential streets should be required, but the plan proposes a modification to this standard by designation of the street as an alley constructed to all other residential street standards. Staff has previously requested a sidewalk, but the plan was not revised. No other exceptions to the Livable Streets Policy adopted by Resolution 10-17 have been proposed.

RECOMMENDATION:

APPROVAL

DENIAL

N/A

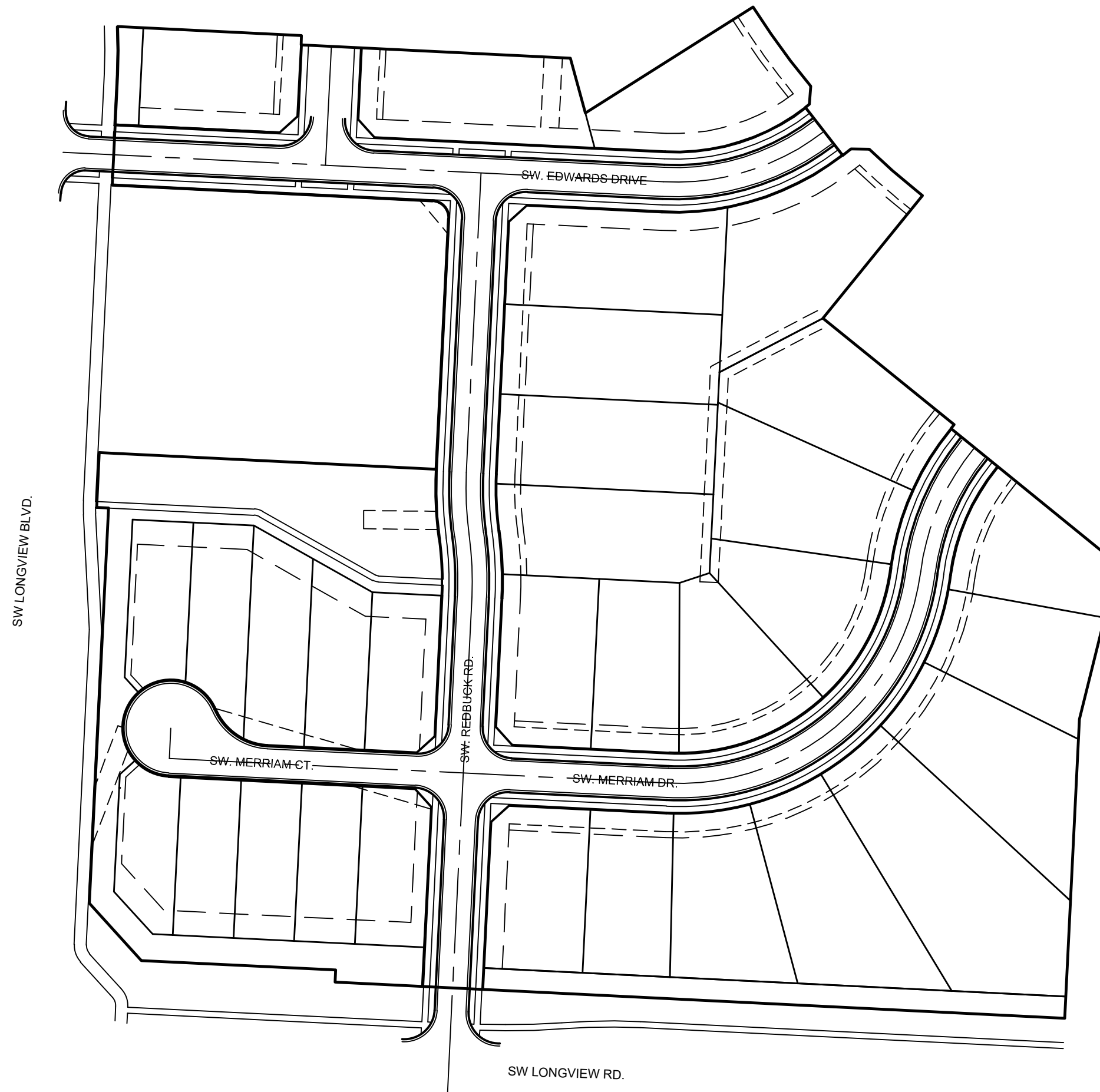
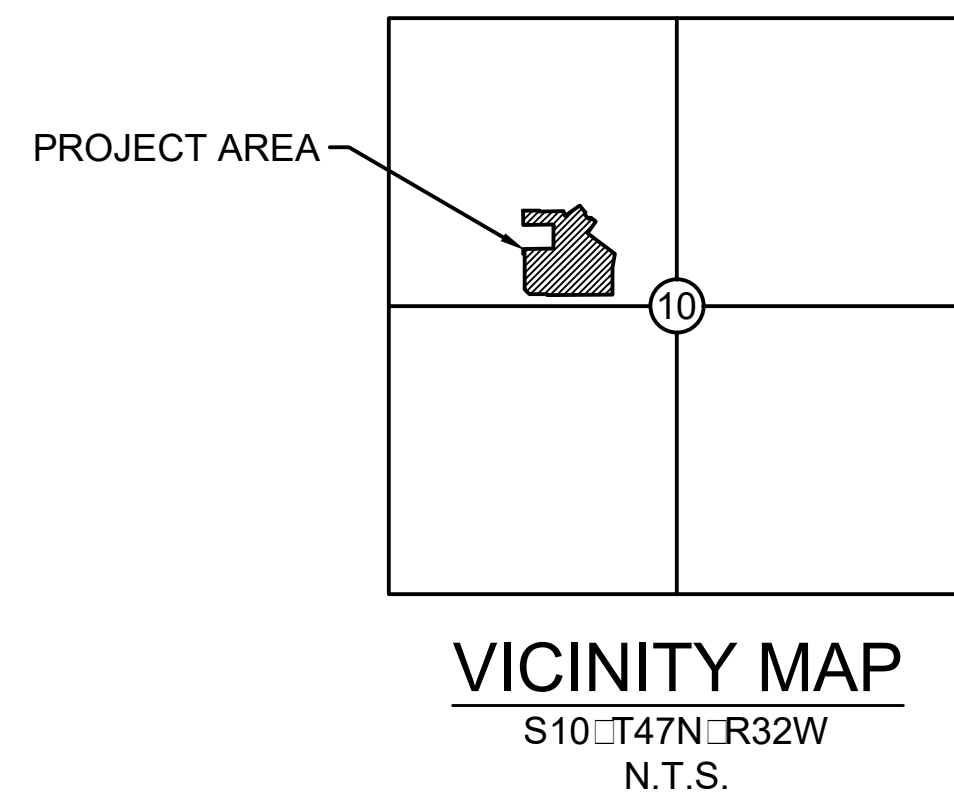
STIPULATIONS

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

Staff recommends approval of the proposed preliminary development plan, but cautions the potential problems that may be developed in the absence of sidewalk along the proposed street/alley and lack of available parking.

# KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN LOTS 56-87 TRACTS E-G

SECTION 10 TOWNSHIP 47 N RANGE 32 W  
IN LEE'S SUMMIT JACKSON COUNTY MO



INDEX OF SHEETS	
COVER SHEET	01
EXISTING CONDITIONS	02
SITE PLAN	03
PRELIMINARY GRADING & UTILITIES	04
BUILDING ELEVATIONS	05-07

**PROPERTY DESCRIPTION:**

ALL OF LOT 1, KESSLER RIDGE AT NEW LONGVIEW HISTORIC LOTS 1-2, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

DEVELOPMENT TEAM CONTACT INFORMATION	
CIVIL ENGINEER	
SHANNON BUSTER, P.E. OLSSON ASSOCIATES	1301 BURLINGTON, SUITE 100 NORTH KANSAS CITY, MO 64116 TEL: 816.587.4320 FAX: 816.587.1393 SBUSTER@OLSSONASSOCIATES.COM
DEVELOPER	
TODD LIPSCHUTZ INSPIRED HOMES	1301 BURLINGTON, SUITE 150 NORTH KANSAS CITY, MO 64116 TEL: 816-548-3300 FAX: -- TLIPSCHUTZ@INSPIRED-HOMES.COM

**OLSSON ASSOCIATES**

OLSSON ASSOCIATES - CIVIL ENGINEERS  
MO: 816.587.4320  
KS: 816.587.4320  
IA: 816.587.1393

NO. REV.	DATE	REVISIONS DESCRIPTION	BY
1	2017.08.01	REVISION 1: SITE PLAN	CH
2	2017.08.08	REVISION 2: SITE PLAN	CH

COVER SHEET	2017
KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN	
LEE'S SUMMIT MO	

CH	CH
SB	SB
MJD	MJD
017-0266	017-0266
2017.06.30	2017.06.30

SHEET  
01

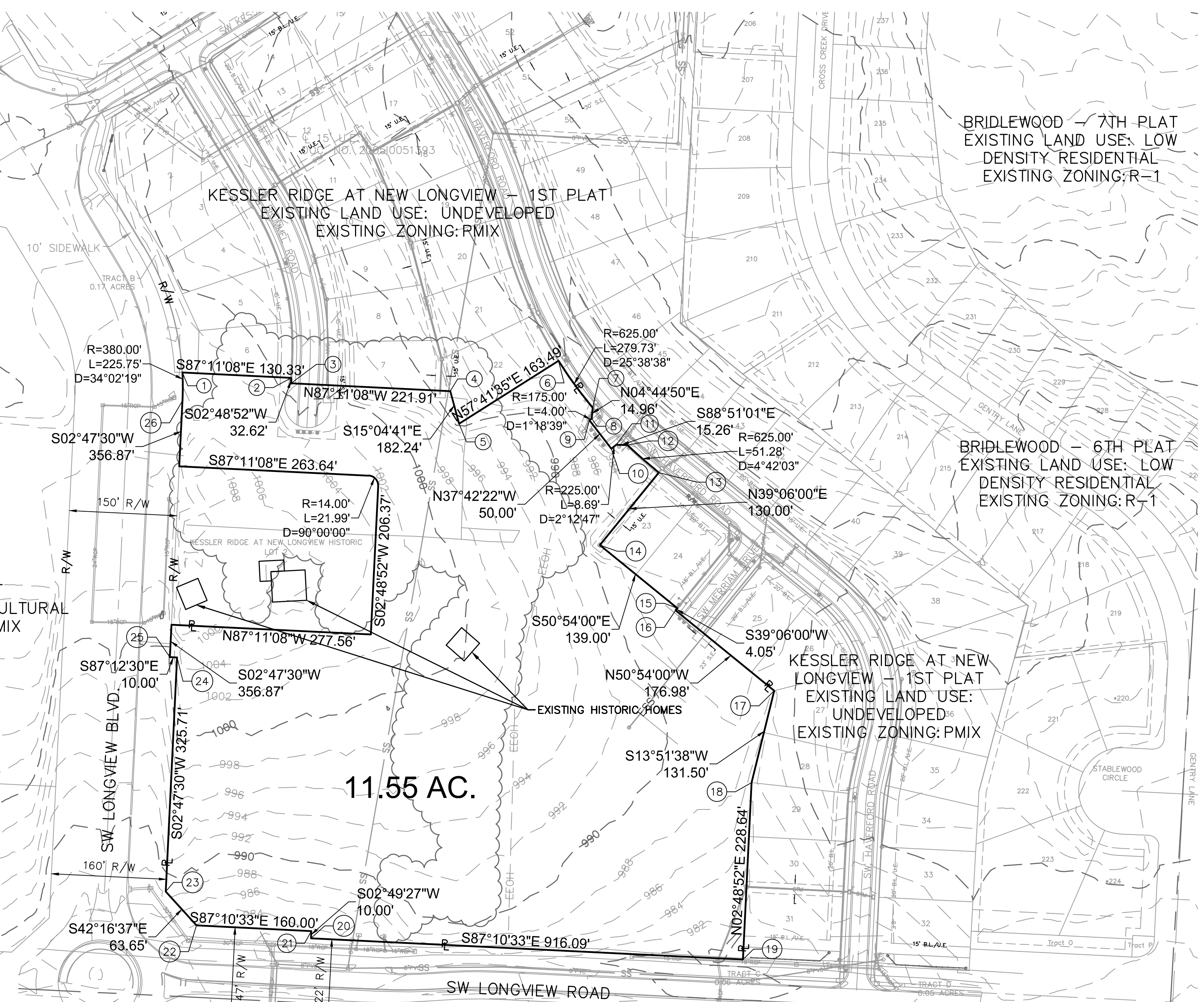
PLAN LEGEND:

- |                                  |   |
|----------------------------------|---|
| <b>CABLE TV</b>                  | <b>SETBACKS</b>   |
| CTVP CABLE TV PEDESTAL           | B.S. BUILDING SETBACK   |
| SD SATELLITE DISH                | D.S. DECK SETBACK   |
| <b>ELECTRIC</b>                  | dBA SOUND SETBACK   |
| AC AIR CONDITIONER               | F.Y.S. FRONT YARD SETBACK   |
| EB ELECTRIC BOX                  | L.B. LANDSCAPE BUFFER   |
| EMT ELECTRIC METER               | P.S. PARKING SETBACK  |
| EMH ELECTRIC MANHOLE             | R.Y.S. REAR YARD SETBACK  |
| EP ELECTRIC PEDESTAL             | S.Y.S. SIDE YARD SETBACK  |
| EV ELECTRIC VAULT                | <b>SURVEY MARKERS</b>   |
| GA GUY ANCHOR                    | △ BENCHMARK   |
| GUY GUY POLE                     | ⊕ FOUND SECTION CORNER<br>(MONUMENTATION AS NOTED)  |
| LP LIGHT POLE                    | ○ FOUND PROPERTY CORNER<br>(MONUMENTATION AS NOTED)   |
| PP POWER POLE                    | ○ FOUND RIGHT-OF-WAY MARKER   |
| YL YARD LIGHT/FLOOD LIGHT        | ■ SET 5/8" IRON REBAR WITH<br>ALUMINUM CAP TO BE SET UPON<br>COMPLETION OF CONSTRUCTION.  |
| <b>GAS</b>                       | ● SET 1/2" IRON BAR WITH PLASTIC<br>CAP TO BE SET UPON COMPLETION<br>OF CONSTRUCTION. (1/2" BARS<br>WITH CAPS WILL ALSO BE SET<br>ON ALL LOT AND TRACT CORNERS) |
| GK GAS LINE MARKER               | <b>BOUNDARIES</b>   |
| GM GAS METER                     | — SECTION LINE  |
| GR GAS REGULATOR                 | — EP EXISTING PROPERTY BOUNDARY   |
| GV GAS VALVE                     | — ER/W EXISTING LOT LINE  |
| <b>SANITARY</b>                  | — ER/W EXISTING RIGHT-OF-WAY  |
| CO SANITARY CLEANOUT             | <b>UTILITY LINES</b>  |
| SMH SANITARY MANHOLE             | — ECTV EXISTING CABLE TV, UNDERGROUND   |
| <b>STORM</b>                     | — EEOH EXISTING ELECTRIC, OVERHEAD  |
| AI AREA INLET                    | — EE EXISTING ELECTRIC, UNDERGROUND   |
| CI CURB INLET                    | — EFO EXISTING FIBER OPTIC, UNDERGROUND   |
| FD FLOOR DRAIN                   | — EG EXISTING GAS LINE  |
| FI FIELD INLET                   | — ESS EXISTING SANITARY SEWER   |
| GI GRATE INLET                   | — EST EXISTING STORM SEWER  |
| JB JUNCTION BOX                  | — ETEL EXISTING TELEPHONE, UNDERGROUND  |
| RD ROOF DRAIN                    | — EW EXISTING WATER LINE  |
| STMH STORM MANHOLE               | <b>CONTOURS</b>   |
| <b>TELEPHONE</b>                 | — 100 INDEX CONTOURS  |
| FOM FIBER OPTIC MARKER           | — 100 INTERMEDIATE CONTOURS   |
| TMK TELEPHONE CABLE MARKER       | <b>MISCELLANEOUS</b>  |
| TLP TELEPHONE POLE               | BB BASKETBALL GOAL  |
| TP TELEPHONE PEDESTAL            | BH BORE HOLE  |
| TV TELEPHONE VAULT               | — FENCE, CHAIN LINK,<br>STEEL OR ALUMINUM   |
| <b>WATER</b>                     | — FENCE, STOCKADE, WOOD,<br>VINYL OR PLASTIC  |
| FH FIRE HYDRANT                  | — FENCE, BARBED WIRE OR<br>WOVEN WIRE TOPPED  |
| HB HOSE BIB                      | FP FLAG POLE  |
| MW MONITOR WELL                  | GP GUARD POST   |
| PIV POST INDICATOR VALVE         | GR GUARD RAIL   |
| SB SPRINKLER CONTROL BOX         | HDRL HANDRAIL   |
| SV SPRINKLER VALVE               | HSP HORSESHOE PIT   |
| WM WATER METER                   | LSCP LANDSCAPING  |
| WH WATER MANHOLE                 | MB MAILBOX  |
| WMV WATER METER VAULT            | MH UTILITY MANHOLE  |
| WV WATER VALVE                   | PB PARK BENCH   |
| <b>PARKING</b>                   | PT PICNIC TABLE   |
| & HANDICAP STALL                 | — RAILROAD TRACKS   |
| WLS WHEEL STOP                   | ○ TREE, DECIDUOUS   |
| DYS DOUBLE YELLOW STRIPE         | ○ TREE, CONIFEROUS  |
| WS WHITE STRIPE                  | — EXISTING TREELINE   |
| YS YELLOW STRIPE                 | — EXISTING SIDEWALK   |
| <b>TRAFFIC</b>                   | — EXISTING BUILDINGS  |
| SLCB STREET LIGHT BOX            | — EXISTING EDGE OF PAVEMENT   |
| TSP TRAFFIC SIGNAL POLE          | — EXISTING ROADWAY CENTER LINE  |
| TSC TRAFFIC SIGNAL CONTROLS      | — EXISTING CURB & GUTTER  |
| TSV TRAFFIC SIGNAL VAULT         | R RADIUS  |
| <b>SIGNS</b>                     | L ARC DISTANCE  |
| HS HANDICAP SIGN                 | D DELTA / CENTRAL ANGLE   |
| SL SPEED LIMIT SIGN              | I.T.B. INITIAL TANGENT BEARING  |
| SN SIGN                          | N.R. NOT RADIAL   |
| SS STOP SIGN                     | C/L CENTERLINE  |
| <b>EASEMENTS</b>                 | R/W RIGHT OF WAY  |
| A.E. ACCESS EASEMENT             | P/L PLAT LINE   |
| B.M.P. BEST MANAGEMENT PRACTICE  | L/L LOT LINE  |
| D.E. STORM DRAINAGE EASEMENT     | P.O.S. PRIVATE OPEN SPACE   |
| L.E. LANDSCAPE EASEMENT          |   |
| M.E. MONUMENT EASEMENT           |   |
| N.B.E. NO BUILD EASEMENT         |   |
| P.E. PEDESTRIAN EASEMENT         |   |
| S.D.E. SURFACE DRAINAGE EASEMENT |   |
| S.E. SANITARY SEWER EASEMENT     |   |
| U.E. UTILITY EASEMENT            |   |
| W.E. WATER EASEMENT              |   |

STATE PLANE COORDINATE TABLE		
Point Number	Grid Northing	Grid Easting
1	304253.566	854617.775
2	304251.297	854663.913
3	304248.980	854663.799
4	304245.659	854731.350
5	304231.849	854735.070
6	304258.479	854777.183
7	304238.593	854791.634
8	304234.049	854791.257
9	304233.292	854790.300
10	304221.236	854799.620
11	304222.896	854801.684
12	304222.803	854806.335
13	304211.143	854819.666
14	304180.396	854794.679
15	304153.678	854827.555
16	304152.720	854826.776
17	304118.703	854868.634
18	304079.793	854859.033
19	304004.784	854855.346
20	304013.813	854672.306
21	304016.857	854672.456
22	304019.259	854623.752
23	304033.612	854610.703
24	304132.761	854615.538
25	304132.909	854612.494
26	304241.544	854617.791

TOWER PARK COMMERCIAL  
 PHASE 2  
 EXISTING LAND USE: HIGH  
 DENSITY RESIDENTIAL  
 EXISTING ZONING: PMIX

KESSLER 1ST PLAT  
 EXISTING LAND USE: AGRICULTURAL  
 EXISTING ZONING: PMIX

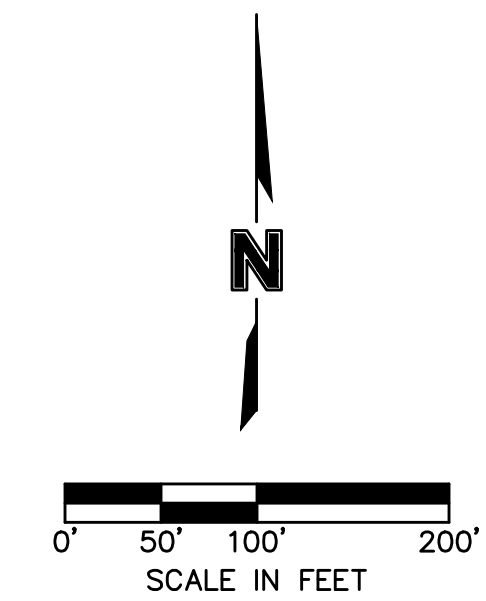


NOTES:

- EXISTING ZONING: PMIX; EXISTING LAND USE: UNDEVELOPED
- NO OIL OR GAS WELLS ARE LOCATED ON THE PROPERTY. INFORMATION VERIFIED VIA MISSOURI DNR: <https://dnr.mo.gov/geology/geosrv/oilandgas.htm> (UPDATED MAY 2016)
- FEMA FLOODPLAIN DESIGNATION: AREA OF MINIMAL FLOOD HAZARD

HISTORIC HOMES NOTE:

SUNFLOWER DEVELOPMENT GROUP, LLC PURCHASED THE HISTORIC HOMES IN APRIL 2017. STABILIZATION EFFORTS HAVE BEGUN ON THE BARN AND WORK WILL BEGIN ON THE HOMES IN AUGUST 2017; ALL WORK WILL BE COMPLETE WITHIN 60 DAYS OF THE START DATE. DEPENDING ON TAX REVENUES, A FULL REHAB OF HOMES WILL BE COMPLETE IN THE NEXT THREE TO SIX YEARS.



NO.	REV.	DATE	REVISIONS DESCRIPTION
1		2017.08.01	REVISION 1: SUBMIT FOR PERMITS
2		2017.08.08	REVISION 2: PERMITS APPROVED



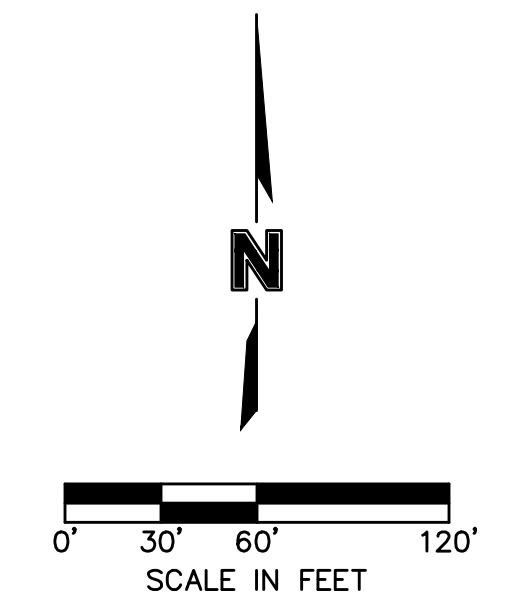
- PLAN LEGEND:**
- CABLE TV**  
 CTVP CABLE TV PEDESTAL  
 SD SATELLITE DISH
- ELECTRIC**  
 AC AIR CONDITIONER  
 EB ELECTRIC BOX  
 EMT ELECTRIC METER  
 EMH ELECTRIC MANHOLE  
 EP ELECTRIC PEDESTAL  
 EV ELECTRIC VAULT  
 GA GUY ANCHOR  
 GUY GUY POLE  
 LP LIGHT POLE  
 PP POWER POLE  
 YL YARD LIGHT/FLOOD LIGHT
- GAS**  
 GK GAS LINE MARKER  
 GM GAS METER  
 GR GAS REGULATOR  
 GV GAS VALVE
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 CO SANITARY CLEANOUT  
 SMH SANITARY MANHOLE
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 AI AREA INLET  
 CI CURB INLET  
 FD FLOOR DRAIN  
 FI FIELD INLET  
 GI GRATE INLET  
 JB JUNCTION BOX  
 RD ROOF DRAIN  
 STMH STORM MANHOLE
- TELEPHONE**  
 FOM FIBER OPTIC MARKER  
 TMK TELEPHONE CABLE MARKER  
 TLP TELEPHONE POLE  
 TP TELEPHONE PEDESTAL  
 TV TELEPHONE VAULT
- WATER**  
 FH FIRE HYDRANT  
 HB HOSE BIB  
 MW MONITOR WELL  
 PIV POST INDICATOR VALVE  
 SB SPRINKLER CONTROL BOX  
 SV SPRINKLER VALVE  
 WM WATER METER  
 WH WATER MANHOLE  
 WMV WATER METER VAULT  
 WV WATER VALVE
- PARKING**  
 & HANDICAP STALL  
 WLS WHEEL STOP  
 DYS DOUBLE YELLOW STRIPE  
 WS WHITE STRIPE  
 YS YELLOW STRIPE
- TRAFFIC**  
 SLCB STREET LIGHT BOX  
 TSP TRAFFIC SIGNAL POLE  
 TSC TRAFFIC SIGNAL CONTROLS  
 TSV TRAFFIC SIGNAL VAULT
- SIGNS**  
 HS HANDICAP SIGN  
 SL SPEED LIMIT SIGN  
 SN SIGN  
 SS STOP SIGN
- EASEMENTS**  
 A.E. ACCESS EASEMENT  
 B.M.P. BEST MANAGEMENT PRACTICE  
 D.E. DRAINAGE EASEMENT  
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 S.D.E. SURFACE DRAINAGE EASEMENT  
 S.E. SANITARY SEWER EASEMENT  
 U.E. UTILITY EASEMENT  
 W.E. WATER EASEMENT
- SETBACKS**  
 B.S. BUILDING SETBACK  
 D.S. DECK SETBACK  
 dBA SOUND SETBACK  
 F.Y.S. FRONT YARD SETBACK  
 L.B. LANDSCAPE BUFFER  
 P.S. PARKING SETBACK  
 R.Y.S. REAR YARD SETBACK  
 S.Y.S. SIDE YARD SETBACK
- SURVEY MARKERS**  
 BENCHMARK  
 FOUND SECTION CORNER (MONUMENTATION AS NOTED)  
 FOUND PROPERTY CORNER (MONUMENTATION AS NOTED)  
 FOUND RIGHT-OF-WAY MARKER  
 SET 5/8" IRON REBAR WITH ALUMINUM CAP TO BE SET UPON COMPLETION OF CONSTRUCTION.  
 SET 1/2" IRON BAR WITH PLASTIC CAP TO BE SET UPON COMPLETION OF CONSTRUCTION. (1/2" BARS WITH CAPS WILL ALSO BE SET ON ALL LOT AND TRACT CORNERS)
- BOUNDARIES**  
 SECTION LINE  
 EXISTING PROPERTY BOUNDARY  
 PROPOSED PROPERTY BOUNDARY  
 EXISTING LOT LINE  
 PROPOSED LOT LINE  
 EXISTING RIGHT-OF-WAY  
 PROPOSED RIGHT-OF-WAY  
 NOTE: LOT LINES ARE RADIAL TO STREET RIGHT OF WAY UNLESS LABELED HEREON AS (N.R.) OR (NOT RADIAL)
- UTILITY LINES**  
 EXISTING CABLE TV, UNDERGROUND  
 PROPOSED CABLE TV, UNDERGROUND  
 EXISTING ELECTRIC, OVERHEAD  
 EXISTING ELECTRIC, UNDERGROUND  
 PROPOSED ELECTRIC, OVERHEAD  
 PROPOSED ELECTRIC, UNDERGROUND  
 EXISTING FIBER OPTIC, UNDERGROUND  
 PROPOSED FIBER OPTIC, UNDERGROUND  
 EXISTING GAS LINE  
 PROPOSED GAS LINE  
 EXISTING SANITARY SEWER  
 PROPOSED SANITARY SEWER  
 EXISTING STORM SEWER  
 PROPOSED STORM SEWER  
 EXISTING TELEPHONE, UNDERGROUND  
 PROPOSED TELEPHONE, UNDERGROUND  
 EXISTING WATER LINE  
 PROPOSED WATER LINE
- MISCELLANEOUS**  
 BB BASKETBALL GOAL  
 BH BORE HOLE  
 FENCE; CHAIN LINK, STEEL OR ALUMINUM  
 FENCE; STOCKADE, WOOD, VINYL OR PLASTIC  
 FENCE; BARBED WIRE OR WOVEN WIRE TOPPED  
 FP FLAG POLE  
 GP GUARD POST  
 GR GUARD RAIL  
 HDRL HANDRAIL  
 HSP HORSESHOE PIT  
 LSCP LANDSCAPING  
 MB MAILBOX  
 MH UTILITY MANHOLE  
 PB PARK BENCH  
 PT PICNIC TABLE  
 RAILROAD TRACKS  
 TREE, DECIDUOUS  
 TREE, CONIFEROUS  
 EXISTING TREELINE  
 PROPOSED TREELINE  
 EXISTING SIDEWALK  
 PROPOSED SIDEWALK  
 EXISTING BUILDINGS  
 PROPOSED BUILDINGS  
 EXISTING EDGE OF PAVEMENT  
 PROPOSED EDGE OF PAVEMENT  
 EXISTING ROADWAY CENTER LINE  
 PROPOSED ROADWAY CENTER LINE  
 EXISTING CURB & GUTTER  
 PROPOSED CURB & GUTTER  
 R RADIUS  
 L ARC DISTANCE  
 D DELTA / CENTRAL ANGLE  
 I.T.B. INITIAL TANGENT BEARING  
 N.R. NOT RADIAL  
 C/L CENTERLINE  
 R/W RIGHT OF WAY  
 P/L PLAT LINE  
 L/L LOT LINE  
 P.O.S. PRIVATE OPEN SPACE



- NOTES:**
- LOTS 78-87 SHALL FRONT UPON TRACT F.
  - BUILDING SETBACKS:**  
 LOTS 56-77: 20' MIN., 25' MAX. FRONT S.B.; 5' SIDE S.B.; 25' REAR S.B.; CORNER LOTS: 15' SIDE S.B.  
 LOTS 78-87: 20' MIN. FRONT S.B.; 5' SIDE S.B.; 3' REAR S.B.; CORNER LOTS: 12' SIDE S.B.  
 - PORCHES, CANTILEVERS, ROOFS, ROOF OVERHANGS, AND ANY AND ALL BUILDING APPURTENANCES MAY ENCRoACH A MAXIMUM OF 8' INTO THE FRONT BUILDING SETBACK.
  - SCREENING SHALL BE PROVIDED WITHIN TRACT F BETWEEN PUBLIC ALLEY R/W AND SW LONGVIEW BOULEVARD R/W IN THE FORM OF A LANDSCAPE BUFFER OR FENCE.
  - WHERE TRACTS F&G ABUT SW LONGVIEW ROAD, A FENCE SHALL BE INSTALLED SIMILAR IN CHARACTER TO EXISTING FENCES ALONG SW LONGVIEW ROAD.
  - ALL DEDICATED COMMON AREA SHALL BE OWNED AND MAINTAINED IN ACCORDANCE WITH ARTICLE 5 OF THE LEE'S SUMMIT UDO. DURING THE PERIOD IN WHICH THE DEVELOPER MAINTAINS EFFECTIVE CONTROL OF THE BOARD OF CONDOMINIUM OR PROPERTY OWNERS' ASSOCIATION, OR OTHER ENTITY APPROVED BY THE GOVERNING BODY, THE DEVELOPER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR THE MAINTENANCE OBLIGATIONS OF THE CONDOMINIUM OR PROPERTY OWNERS' ASSOCIATION.
  - DEVELOPER IS RESPONSIBLE FOR INSTALLING ALL SIDEWALKS ADJACENT TO TRACTS E, F, AND G AT THE TIME OF INSTALLATION OF PUBLIC INFRASTRUCTURE.

DEVELOPMENT DATA										
LAND USE	GROSS ACRES	STREET R/W (ac.)	OPEN SPACE (ac.)	DETENTION (ac.)	NET ACRES	UNITS	DJ/AC. (NET)	DJ/AC. (INCL. COMMON AREAS)	COMMENCE DATE	COMPLETION DATE
SINGLE FAMILY	11.55	2.41	1.00	0	8.14	32	3.93	3.50	2017	2019

LOT AND TRACT AREAS	LOT NUMBER	AREA (SQ. FT.)
	56	10,409
	57	13,313
	58	12,817
	59	16,427
	60	14,694
	61	13,244
	62	13,244
	63	12,817
	64	10,962
	65	9,727
	66	10,951
	67	11,012
	68	13,760
	69	14,018
	70	10,145
	71	10,889
	72	15,232
	73	22,999
	74	15,651
	75	11,774
	76	9,455
	77	10,816
	78	7,327
	79	6,500
	80	6,500
	81	6,500
	82	6,119
	83	6,672
	84	7,614
	85	8,347
	86	7,125
	87	7,312
	TRACT E	1,578
	TRACT F	33,720
	TRACT G	8,497

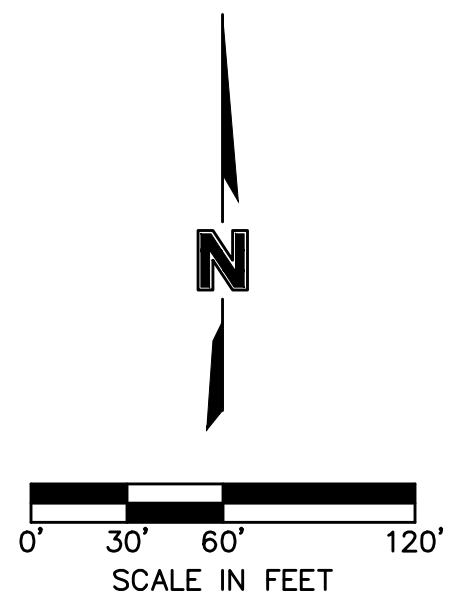


NO.	REV.	DATE	REVISIONS DESCRIPTION
1		2017.08.01	REVISION 1: SCHEDULED
2		2017.08.08	REVISION 2: SCHEDULED

**SITE PLAN**  
 KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT  
 PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN  
 LEE'S SUMMIT, MO  
 2017



- PLAN LEGEND:**
- UTILITY LINES**
- E—CTV EXISTING CABLE TV, UNDERGROUND
  - P—CTV PROPOSED CABLE TV, UNDERGROUND
  - F—CTV FUTURE CABLE TV, UNDERGROUND
  - E—OH EXISTING ELECTRIC, OVERHEAD
  - E—E EXISTING ELECTRIC, UNDERGROUND
  - E—OH PROPOSED ELECTRIC, OVERHEAD
  - E—E PROPOSED ELECTRIC, UNDERGROUND
  - F—OH FUTURE ELECTRIC, OVERHEAD
  - F—E FUTURE ELECTRIC, UNDERGROUND
  - F—FO EXISTING FIBER OPTIC, UNDERGROUND
  - P—FO PROPOSED FIBER OPTIC, UNDERGROUND
  - F—FO FUTURE FIBER OPTIC, UNDERGROUND
  - E—G EXISTING GAS LINE
  - P—G PROPOSED GAS LINE
  - F—G FUTURE GAS LINE
  - O—SS EXISTING SANITARY SEWER
  - P—SS PROPOSED SANITARY SEWER
  - F—SS FUTURE SANITARY SEWER
  - O—ST EXISTING STORM SEWER
  - P—ST PROPOSED STORM SEWER
  - F—ST FUTURE STORM SEWER
  - E—TEL EXISTING TELEPHONE, UNDERGROUND
  - P—TEL PROPOSED TELEPHONE, UNDERGROUND
  - F—TEL FUTURE TELEPHONE, UNDERGROUND
  - E—W EXISTING WATER LINE
  - P—W PROPOSED WATER LINE
  - F—W FUTURE WATER LINE
- CONTOURS**
- 100— EXISTING INDEX CONTOURS
  - 100— EXISTING INTERMEDIATE CONTOURS
  - 100— PROPOSED INDEX CONTOURS
  - 100— PROPOSED INTERMEDIATE CONTOURS
  - 100— FUTURE INDEX CONTOURS
  - 100— FUTURE INTERMEDIATE CONTOURS



**MOLSSON ASSOCIATES**

MO: 410.411.1111 FAX: 410.411.1192  
 NC: 813.887.4500 TEL: 813.887.4500  
 NJ: 973.981.1800 FAX: 973.981.1800

**PRELIMINARY GRADING & UTILITIES**

**KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT**

**PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN**

LEES SUMMIT MO

2017

NO.	REV.	DATE	REVISIONS DESCRIPTION
1		2017.08.01	REVISION 1: S...
2		2017.08.08	REVISION 2: S...

BY	REVISIONS DESCRIPTION
CH	
CH	

017-0266

017-0266

017-0266

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C/H

S/B

R/B

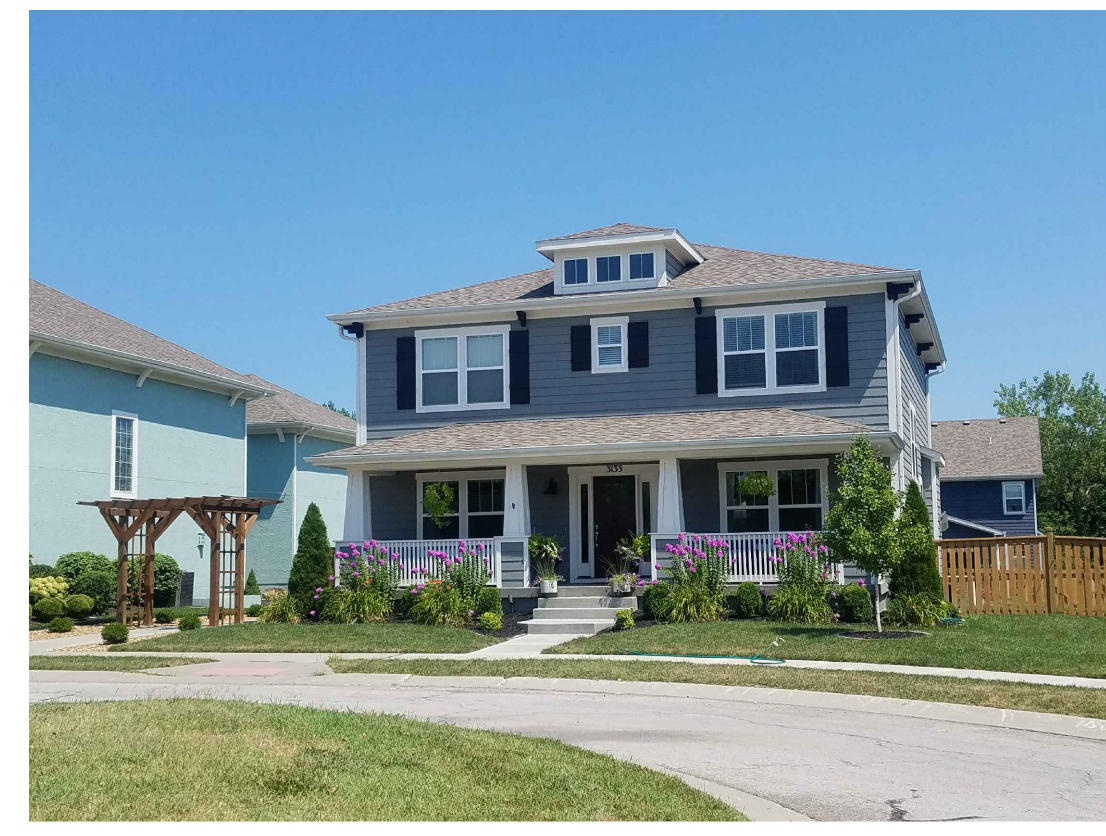
M/J

017-0266

2017.08.30

**SHEET 04**





NO.	REV.	DATE	REVISIONS DESCRIPTION	BY
1		2017.06.01	REVISION 1	CJH
2		2017.06.08	REVISION 2	CJH

BUILDING ELEVATIONS - LOTS 78-87  
 KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT  
 PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN  
 LEES SUMMIT MO 2017

CJH  
 SJB  
 MJD  
 MJD  
 017-0266  
 2017.06.30





OPUS - CRAFTSMAN



OPUS - PRAIRIE



OPUS - SHINGLE



PROVENANCE - CRAFTSMAN



PROVENANCE - SHINGLE



PROVENANCE - FRENCH COUNTRY



ELYSE - CRAFTSMAN



ELYSE - MEDITERRANEAN



ELYSE - SHINGLE

DWG: F:\2017\0001-0500\017-0266\40-Design\AutoCAD\Preliminary Plans\Sheets\GNCV\01\_Development\Plans\_36-24\C\_ARC02\_170266.dwg  
 DATE: Sep 08, 2017 10:30am  
 USER: chalmquist

NO.	REV.	DATE	REVISIONS DESCRIPTION
1		2017.08.01	REVISION 1: S 1111111111 1111111111 1111111111
2		2017.08.08	REVISION 2: S 1111111111 1111111111 1111111111

BUILDING ELEVATIONS - LOTS 56-77  
 KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT  
 PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN  
 LEES SUMMIT, MO  
 2017

d 111111	C 1111
d 111111	S 1111
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d 111111	M 1111
d 111111	017-0266
d 111111	2017.08.30



DWG: F:\2017\001-0500\017-0266\40-Design\AutoCAD\Preliminary Plans\Sheets\GNCV\01\_Development Plans\_36x24\C\_ARC03\_170266.dwg  
 DATE: Sep 08, 2017 10:30am  
 USER: chalmquist



ASHE - CRAFTSMAN



ASHE - PRAIRIE



BALENTINE - FRENCH COUNTRY



MONTELENA - CRAFTSMAN



MONTELENA - SHINGLE



PECOTA - SHINGLE



SPENCER - CRAFTSMAN



SPENCER - FRENCH COUNTRY

NO.	REV.	DATE	REVISIONS DESCRIPTION	BY
1		2017.08.01	REVISION 1: S...	CH
2		2017.08.08	REVISION 2: S...	CH

BUILDING ELEVATIONS - LOTS 56-77  
 KESSLER RIDGE AT NEW LONGVIEW SECOND PLAT  
 PRELIMINARY PLAT & PRELIMINARY DEVELOPMENT PLAN  
 LEES SUMMIT MO  
 2017

dr	CS
d	SB
A/C	MJD
d	017-0266
d	2017.08.30



# **LEE'S SUMMIT** MISSOURI

## SINGLE FAMILY RESIDENTIAL COMPATIBILITY

	Name of Plat Kessler Ridge at New Longview 2nd	Adjacent Plat # 1 Kessler Ridge at New Longview 1st	Adjacent Plat # 2	Adjacent Plat # 3
Street Separation between the proposed development and the adjacent development	X	None (adjacent)		
Lots/Acreage	$\frac{32}{11.55}$ Lots on acres	55 Lots 20.74 acres		
Density	$\frac{2.77}{}$ Units per acre	2.65 DU/ac.		
Restrictions on types of fencing, parking of specific vehicles, dog runs and outbuildings	Per CCRs at time of Final Plat	Per CCRs		
Similarity of architectural style and character of including front elevations, exterior materials and roof pitch	X	Similar colors, materials, character		
Classification and mixture of building types, including ranch, raised-ranch, split-level, multi-level, earth contact and two- story structures	Ranch, Two-Story	Ranch, Two-Story		

- 2017 - 144 -

RECEIVED

AUG - 12 2017

Development Services

# **LEE'S SUMMIT** MISSOURI

## SINGLE FAMILY RESIDENTIAL COMPATIBILITY

	Name of Plat	Adjacent Plat # 1	Adjacent Plat # 2	Adjacent Plat # 3
Green space or common area, including areas, structures and amenities for the exclusive use and maintenance of homeowners of a subdivision.	1.00 ac. Private Open Space	4.53 ac. Private Open Space & Detention		
Streetscape, include distinctive and aesthetic features of special street signage, street lighting fixtures, street trees, and other landscaping.	Street Trees and Street Lights to be proposed	Street Trees and Street Lights		
Lot Width	Range: <u>50</u> to <u>81</u> feet; Average: <u>70</u> ft.	61'-83' 70' avg.		RECEIVED AUG - 1 2017 Development Services
Lot Area	Range: <u>6119</u> to <u>22,999</u> square feet; Average: <u>10,000</u> sq. ft.	8450-14,283 SF 10,000 avg.		- 2017 - 144
Lot Depth	Range: <u>130</u> to <u>179</u> feet; Average: <u>150</u> ft.	130'-193' 140' avg.		

# **LEE'S SUMMIT** MISSOURI

## SINGLE FAMILY RESIDENTIAL COMPATIBILITY

	Name of Plat	Adjacent Plat # 1	Adjacent Plat # 2	Adjacent Plat # 3
<b>Setbacks</b>	Setbacks: 20' front, 4'-30' rear, 5'-7.5' sides	20' Front 25' Rear 5' Sides		
<b>Square footage of homes measured by total finished floor area</b>	Unknown	Unknown		
<b>Minimum Floor Area</b>	Unknown	Unknown		
<b>Entrance Monumentation</b>	None	Onsite		
<b>Street and Lot Layout Configuration</b>	TND & Suburban Traditional	Suburban Traditional		

- 2017 - 144 -

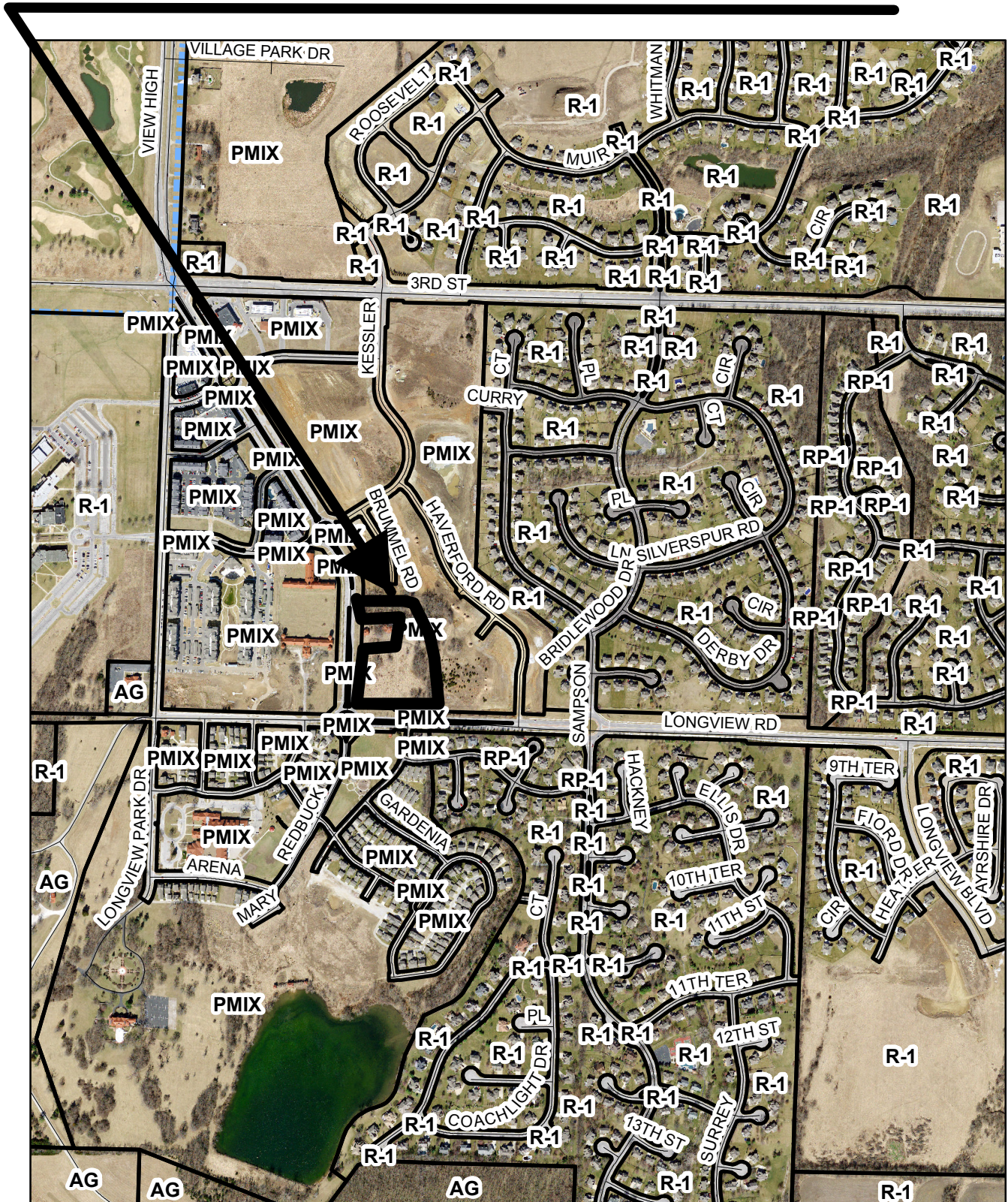
RECEIVED

AUG -1 2017

Development Services



# PL#2017-144- PRELIMINARY DEVELOPMENT PLAN KESSLER RIDGE AT NEW LONGVIEW, 2ND PLAT INSPIRED HOMES, INC, APPLICANT





## Packet Information

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**File #:** BILL NO. 17-218, **Version:** 1

---

AN ORDINANCE APPROVING THE EXECUTION OF THE FUNDING/APPROVAL AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE 2017-2018 CDBG PROGRAM YEAR.

Issue/Request:

AN ORDINANCE APPROVING THE EXECUTION OF THE FUNDING/APPROVAL AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE 2017-2018 CDBG PROGRAM YEAR.

Key Issues:

-In August of 1994, the City of Lee's Summit, Missouri ("City") was designated as an Entitlement Community eligible to receive Community Development Block Grant (CDBG) funding by the U.S. Department of Housing and Urban Development (HUD).

-The City Council has previously approved, passed and adopted via ordinance the City's 2017-2018 Annual Action Plan.

-HUD has approved the City's Action Plan for the 2017-2018 Fiscal Year (a/k/a 2017-2018 Annual Action Plan).

-HUD has allocated the amount of \$354,769.00 to the City to carry out its and its sub-recipients' CDBG programs for the 2017-2018 program year.

-The City desires to enter into a Funding Approval/Agreement with HUD in order to receive the allocated CDBG funding.

Proposed City Council Motion:

I move for second reading of AN ORDINANCE APPROVING THE EXECUTION OF THE FUNDING/APPROVAL AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE 2017-2018 CDBG PROGRAM YEAR.

Background:

The City receives CDBG funding from HUD annually to support programs and projects included in the City's Annual Action Plan. The City Council approved the City's 2017-2018 Annual Action Plan in May of this year by ordinance.

Impact/Analysis:

No local match is required for the use of HUD CDBG funding.

Timeline:

Start: July 1, 2017

Finish: June 30, 2018

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE EXECUTION OF THE FUNDING/APPROVAL AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE 2017-2018 CDBG PROGRAM YEAR.

**BILL NO. 17-218**

---

AN ORDINANCE APPROVING THE EXECUTION OF THE FUNDING/APPROVAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR.

WHEREAS, in August of 1994, the City of Lee's Summit, Missouri (hereinafter "City") was designated as an Entitlement Community eligible to receive Community Development Block Grant (hereinafter "CDBG") funding by the U.S. Department of Housing and Urban Development (hereinafter "HUD"); and,

WHEREAS, the City Council, through Ordinance No. 7632, approved, passed and adopted the City's 2015-2019 CDBG Consolidated Plan; and,

WHEREAS, the City Council, through Ordinance No. 8219, approved, passed and adopted the City's 2017-2018 CDBG Annual Action Plan; and,

WHEREAS, on September 25, 2017, HUD approved the City's 2017-2018 Annual Action Plan and approved and allocated grant funds in the total amount of \$354,769.00 to the City to carry out its sub-recipients' CDBG programs for the 2017-2018 program year; and,

WHEREAS, HUD requests that the City enter into a Funding Approval/Agreement in order for HUD to issue grant funds described herein; and,

WHEREAS, City desires to enter into the Funding/Approval Agreement with HUD in order to receive the allocated CDBG funding; and,

WHEREAS, a copy of the Funding/Approval Agreement referenced herein is attached hereto as Exhibit A and incorporated herein as if fully set forth.

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

SECTION 1. That the U.S. Department of Housing and Urban Development Community Development Block Grant Program Funding Approval/Agreement, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein as if fully set forth, be and hereby is approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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 \_\_\_\_\_, 2017.

---

Mayor *Randall L. Rhoads*



**BILL NO. 17-218**

---

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management & Operations  
And Deputy City Attorney  
*Jackie McCormick Heanue*

**Funding Approval/Agreement**

Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

**U.S. Department of Housing and Urban Development**  
 Office of Community Planning and Development  
 Community Development Block Grant Program

OMB Approval No. 2506-0193  
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City Of Lee's Summit	3a. Grantee's 9-digit Tax ID Number 446000208	3b. Grantee's 9-digit DUNS Number 030715478
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)  220 SE Green St Lee's Summit, MO 64063-2313	4. Date use of funds may begin (mm/dd/yyyy) 07/01/2017	
	5a. Project/Grant No. 1 B-17-MC-29-0010	6a. Amount Approved \$354,769.00
	5b. Project/Grant No. 2	6b. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Dana Buckner	Grantee Name City Of Lee's Summit
Title CPD Director	Title
Signature 	Date (mm/dd/yyyy) SEP 22 2017
	Signature
	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action:  Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 08/14/2017	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) SEP 22 2017	
9c. Date of Start of Program Year (07/01/2017)			
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee	FY (2017)	FY (2016)	FY ( )
b. Funds now being Approved	\$354,739.00	\$ 30.00	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

**HUD Accounting use Only**

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
-------------------------------	---------------------------------	--------------	------------------	------------	-------------

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2024. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2024.
- (b) If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that that indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
  
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
REGION VII

Gateway Tower II, Room 200  
400 State Avenue  
Kansas City, KS 66101-2406  
HUD Home Page: [www.hud.gov](http://www.hud.gov)

Honorable Randy Rhoads  
Mayor, City of Lee's Summit  
220 SE Green Street  
Lee's Summit, Missouri 64063

Dear Mayor Rhoads:

I am pleased to transmit to you the approval of your fiscal year 2017 Annual Action Plan. The grant assistance that is being approved with the Plan is as follows:

Community Development Block Grant program (CDBG) - \$354,769

Approval of the Annual Action Plan is based upon the grantee meeting the applicable submission requirements of 24 CFR Part 91. It does not constitute an approval of the individual activities listed in the Plan. It is incumbent upon the grantee to ensure that the eligibility of an activity is properly determined and documented prior to obligating grant funds.

Enclosed are two copies of the grant agreements for the program(s) covered under your Action Plan. Please take note of any special conditions attached to the grant agreement(s). Please sign, date and provide the indirect cost information described below (as applicable) and return one copies of each agreement to Dana Buckner, Director, Office of Community Planning and Development, at the address above. Retain the second copy for your files.

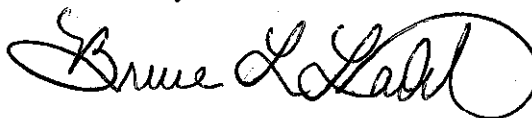
If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, grantees must attach a schedule in the format set forth in each executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients. Please refer to the specific section in each of the attached grant agreements and provide the necessary information prior to returning the executed agreements to HUD.

Please also note that funds may not be obligated or expended for activities in projects that have not been previously environmentally cleared. Funds may be obligated or expended only after you have submitted and HUD has approved in writing your environmental certification and request for release of funds in compliance with the environmental regulations at 24 CFR Part 58, or you have determined and documented that the activities are exempt or excluded from any environmental review under Part 58.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through Community Planning and Development (CPD) programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds. A copy of your Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity for review, and no issues were identified.

We look forward to working with you during the year to accomplish the goals you have set forth and to strengthen your ability to deliver programs that will have an impact across the community. If you have any questions regarding this letter or if we can be of further assistance, please contact Ms. Buckner at (913) 551-5546 or [Dana.Buckner@hud.gov](mailto:Dana.Buckner@hud.gov).

Sincerely,

A handwritten signature in black ink, reading "Bruce Ladd". The signature is written in a cursive style with a large, looping "B" and "L".

Bruce Ladd  
Deputy Regional Administrator

Enclosures

cc: Heping Zhan

## Packet Information

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**File #:** BILL NO. 17-207, **Version:** 1

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AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THE PINE TREE COMMUNITY IMPROVEMENT DISTRICT, AND NORTHERN STATES INVESTMENTS, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

(Note: First read by City Council on September 21, 2017.)

Issue/Request:

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THE PINE TREE COMMUNITY IMPROVEMENT DISTRICT, AND NORTHERN STATES INVESTMENTS, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

Key Issues:

Please see the attached memo from Gilmore Bell.

Proposed City Council Motion:

I move for second reading of AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THE PINE TREE COMMUNITY IMPROVEMENT DISTRICT, AND NORTHERN STATES INVESTMENTS, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

Background:

On July 27, 2017 City Council adopted Ordinance No. 8216 approving the formation of the Pine Tree Community Improvement District as well as Ordinance No. 8195 approving the Preliminary Development Plan for renovations to the Pine Tree Plaza Shopping Center. Approval of this Ordinance and execution of the Cooperative Agreement between the City, Pine Tree Community Improvement District and Northern States Investments is necessary to set forth the respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax, the use of the District Revenues, and this Agreement.

**BILL NO. 17-207**

---

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THE PINE TREE COMMUNITY IMPROVEMENT DISTRICT, AND NORTHERN STATES INVESTMENTS, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City Council of the City of Lee's Summit, Missouri, did on July 27, 2017, pass Ordinance No. 8216, which approved the formation of the Pine Tree Community Improvement District (the "District"); and,

WHEREAS, Northern States Investments, LLC (the "Developer") is the current owner of the real estate which is located within the District boundaries; and,

WHEREAS, the City, the District, and the Developer are authorized under the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended, to enter into the attached Cooperative Agreement; and,

WHEREAS, the parties desire to set forth through the attached Cooperative Agreement their respective duties and obligations with respect to redevelopment within the District, the administration, enforcement, and operation of the District sales tax, and the use of the District revenues.

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

SECTION 1. The Cooperative Agreement, which is attached hereto as Exhibit A and incorporated herein by reference (the "Cooperative Agreement"), is hereby approved.

SECTION 2. The Mayor is hereby authorized to execute the Cooperative Agreement on behalf of the City.

SECTION 3. City officers and agents 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 Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

PASSED by the City Council for the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*



**BILL NO. 17-207**

---

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

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

EXHIBIT A

COOPERATIVE AGREEMENT

[ATTACHED]



GILMORE & BELL PC  
2405 GRAND BOULEVARD, SUITE 1100  
KANSAS CITY, MISSOURI 64108-2521

816-221-1000 | 816-221-1018 FAX  
GILMOREBELL.COM

September 11, 2017

TO: Lee's Summit City Council  
FROM: Rich Wood  
RE: Summary of Pine Tree CID Cooperative Agreement

The following is an overview of the key provisions of the proposed Cooperative Agreement with the Pine Tree Community Improvement District (the "District") and Northern States Investments, LLC (the "Developer").

**Redevelopment Project:**

- The Developer is obligated to design and construct the Redevelopment Project in furtherance of removal of blight within the District.
- The Developer is also obligated to maintain the buildings within the area during the time the District is in existence.

**Transfers of the Redevelopment Area:**

- The Developer must give notice of the existence of the District and the sales tax in the event of any sale or lease of property within the District.
- The obligation to notify of the existence of the District is a covenant that runs with the land and is enforceable against all future owners.

**District Sales Tax:**

- The District is obligated to adopt a resolution imposing a one percent sales tax within the boundaries of the District.
- District sales tax revenues will be collected by the Department of Revenue and then remitted to the City.
- The City will administer the sales tax revenues and use the revenues to pay District costs and reimburse the Developer for Reimbursable Project Costs incurred by the Developer in the construction of the Redevelopment Project.

- District formation costs incurred by the City and the Developer will be reimbursed from District revenues.
- Operating costs of the District will also be paid from District revenues.
- The City will receive an administrative fee of 1.5% for administering the funds.
- District revenues will be disbursed by the City monthly in the following order of priority:
  - City administrative fee;
  - Operating Costs of the District;
  - City and Developer Costs of Formation;
  - Debt service on CID Obligations (if any); and
  - Reimbursement of Reimbursable Project Costs on a “pay as you go” basis.
- Once all Reimbursable Project Costs are fully reimbursed, with interest, the District will be terminated.
- The Developer has the right to pledge District revenues to the repayment of a construction loan to the extent the loan pays for Reimbursable Project Costs.

**CID Board of Directors:**

- The Board of Directors of the District will have five members.
- Two members of the Board of Directors will be representatives of the City.
- The Mayor, with the consent of the Council, will appoint successor members to the Board of Directors.
- The District is required to maintain officers’ liability insurance for the District Board of Directors.

**Reimbursement to Developer:**

- Reimbursement to the Developer is limited to the following:
  - The maximum amount of Reimbursable Project Costs, which is \$2,410,225;
  - Interest at the maximum interest reimbursement rate of the United States Department of Treasury Daily Long-Term Composite Rate, from the date Reimbursable Project Costs are certified by the City;
  - Costs of Issuance for debt which finances Reimbursable Project Costs.
- Reimbursable Project Costs must be costs which fall within one of the columns labeled “CID Reimbursable” in the CID Budget.

- The Developer must submit an application for certification of Reimbursable Project Costs to the City for approval.
- Reimbursable Project Costs will be reimbursed on a “pay as you go” basis, unless bonds are issued with the City’s approval.

**Issuance of Obligations:**

- The District is authorized to issue Obligations only with the City’s approval. This includes any indebtedness of the District.
- The term of the debt is limited to 20 years, which is the life of the District.
- The principal amount of the debt cannot exceed the maximum amount of Reimbursable Project Costs, plus costs of issuance.

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**COOPERATIVE AGREEMENT**

**among the**

**CITY OF LEE'S SUMMIT, MISSOURI,**

**the**

**PINE TREE COMMUNITY IMPROVEMENT DISTRICT,**

**and**

**NORTHERN STATES INVESTMENTS, LLC**

**dated as of**

\_\_\_\_\_, 2017

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**COOPERATIVE AGREEMENT**

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## COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT (“Agreement”)**, entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and among the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **PINE TREE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), and **NORTHERN STATES INVESTMENTS, LLC**, a Missouri limited liability company (the “**Developer**”) (the City, the District and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

### WITNESSETH:

**WHEREAS**, the City Council of the City of Lee’s Summit, Missouri (the “**City Council**”), did on July 27, 2017, pass Ordinance No. 8216, which approved the formation of the District and the Petition to Establish the Pine Tree Community Improvement District (the “**Petition**”); and

**WHEREAS**, on \_\_\_\_\_, 2017, the City Council approved Ordinance No. \_\_\_\_\_, approving this Agreement and authorizing the City to execute and to enter into this Agreement; and

**WHEREAS**, on \_\_\_\_\_, 2017, the CID Board of Directors adopted Resolution No. \_\_\_\_\_ authorizing and directing the District to enter into this Agreement; and

**WHEREAS**, the District is authorized under the CID Act (defined below), subject to qualified voter approval, to impose a district-wide sales tax and to enter into this Agreement for the administration of the District Revenues; and

**WHEREAS**, Developer is the current owner of the real estate which is located within the District boundaries; and

**WHEREAS**, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax, the use of the District Revenues, and this Agreement.

**NOW, THEREFORE**, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

## ARTICLE 1

### DEFINITIONS, RECITALS AND EXHIBITS

**Section 1.1. Recitals and Exhibits.** The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

**Section 1.2. Definitions.** Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Action**” shall have the meaning set forth in **Section 8.4**.

“**Applicable Laws and Requirements**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any Governmental Authorities.

“**Application for Reimbursement**” means the Application for Reimbursement in substantially similar form to **Exhibit D**, filed with the City by the Developer pursuant to **Section 6.3**.

“**CID Act**” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“**CID Board of Directors**” means the governing body of the District.

“**CID Budget**” means the budget for the CID as set forth in **Exhibit C**.

“**CID Obligations**” means bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the District pursuant to the CID Act, subject to the restrictions in **Section 7.1**.

“**CID Petition**” means the petition to establish the District, approved by the City Council on July 20, 2017, by Ordinance No. 8216.

“**City Council**” means the City Council of the City.

“**City Indemnified Parties**” shall have the meaning set forth in **Section 8.2**.

“**City Manager**” means the City Manager of the City.

“**County Assessor**” shall mean the County Assessor of Jackson County, Missouri.

“**Costs of Formation**” means those costs and expenses which are eligible to be paid under the CID Act and which are or have been incurred by or at the direction of the City, Developer, and the District and their staff and consultants in the process of preparing for the District, petitioning the City for formation of the District, considering the CID Petition, holding public meetings and hearings and forming the District, negotiating and approving this Agreement, and holding the first meeting of the District, including all activities through the conclusion of the first District meeting.

“**District Revenues**” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

“**District Sales Tax**” means the sales tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District, in accordance with this Agreement.

“**Event of Default**” means any event specified in **Section 8.1** of this Agreement.

**“Excusable Delays”** means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties’ failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

**“Governmental Authorities”** or **“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, that have jurisdiction over some or all of the Redevelopment Area and/or Redevelopment Project, including the City.

**“Mayor”** means the Mayor of the City.

**“Operating Costs”** means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services performed for the District or the City on behalf of the District, and other consultants or services, and shall also include reasonable attorneys’ fees for the formation of the District.

**“Redevelopment Area”** means the property within the CID boundaries.

**“Redevelopment Project”** means the work undertaken by or at the direction of Developer or the District within the Redevelopment Area in accordance with the CID Petition.

**“Reimbursable Project Costs”** means those actual and reasonable costs and expenses of the Redevelopment Project which are set forth in the column labeled “CID Reimbursable” in the CID Budget.

**“RSMo”** means the Revised Statutes of Missouri, as amended.

## ARTICLE 2

### REPRESENTATIONS

**Section 2.1. Representations by the District.** The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of the CID Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The Reimbursable Project Costs are authorized in the CID Petition.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms

and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. The District acknowledges that the construction of the Redevelopment Project is of significant value to the District, the property within the District and the general public. The District finds and determines that the Redevelopment Project will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID; and (iii) increasing local and state tax revenues. Further, the District finds that the CID conforms to the purposes of the CID Act.

F. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

**Section 2.2. Representations by the City.** The City represents that:

A. The City is duly organized and existing under the laws of the State of Missouri as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor is duly authorized to execute and deliver this Agreement.

C. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

**Section 2.3. Representations by the Developer.** The Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, any member of the Developer or the Redevelopment Project which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described

in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Developer therefore covenants, and will provide an affidavit from any general contractor directly employed by Developer to construct the Project attesting that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

### ARTICLE 3

#### REDEVELOPMENT PROJECT

**Section 3.1. Redevelopment Project.** Developer, or its successors and assigns, will undertake the Redevelopment Project in accordance with all Applicable Laws and Requirements and the CID Petition. The District is not authorized to make, and the Developer will not receive reimbursement for, any improvements or services other than those listed in the column labelled “CID Project Estimates” in the CID Budget attached hereto as Exhibit C.

**Section 3.2. Removal of Blight.** Developer, or its successors and assigns, shall clear blight or rehabilitate to eliminate the physical blight existing in the District boundaries, or make adequate provisions satisfactory to the City for the clearance of such blight. This obligation shall be a covenant running with the land and shall not be affected by any sale or disposition of the District boundaries. Any purchaser of property in the Redevelopment Area shall acquire title subject to this obligation insofar as it pertains to the land so acquired.

**Section 3.3. Redevelopment Project Maintenance.** So long as this Agreement is in effect, Developer, or its successor(s) in interest, as owner or owners of the affected portion(s) of the District, shall maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in a good state of repair and in conformity with Applicable Laws and Requirements.

**Section 3.4. Changes.** Developer shall promptly notify the City in writing of any changes in the location of the principal place of business of Developer and of any other material adverse change in fact or circumstance directly affecting the Redevelopment Project.

**Section 3.5. Use Limitations.** Developer covenants that the uses within the District boundaries shall at all times be in accordance with Applicable Laws and Requirements, including the zoning and subdivision approvals granted by the City, and all conditions thereof, for the Redevelopment Area.

### ARTICLE 4

#### TRANSFER OF THE REDEVELOPMENT AREA

**Section 4.1. Sale to Third Party.** If Developer proposes to sell, assign, transfer, convey and/or otherwise dispose of any property within the District boundaries, Developer shall insert in any document



transferring any interest in real property within the CID, and shall cause any transferee to insert language reasonably similar to the following, and shall have such document signed by the transferee indicating acknowledgment and agreement to the following provision:

**Community Improvement District:** Grantee acknowledges and consents that the Property is a part of the Pine Tree Community Improvement District (“District”) created by ordinance of the City of Lee’s Summit, Missouri (“City”), and that the District imposes a sales tax on eligible retail sales conducted within the District that will be applied toward the costs of the Redevelopment Project that provide a generalized benefit to all property within the District. Grantee shall, or shall cause any applicable tenant of Grantee, to forward to the City copies of its State of Missouri sales tax returns for the Property when and as they are filed with the Missouri Department of Revenue. Grantee hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

**Section 4.2. Lease to Third Party.** Developer shall cause all leases of property in the District entered into after the date of this Agreement to contain a provision that is in substantial compliance with the following:

**Community Improvement District:** Tenant acknowledges and consents that the Leased Premises are a part of the Pine Tree Community Improvement District (“District”) created by ordinance of the City of Lee’s Summit, Missouri (“City”), that the District imposes a sales tax on Tenant’s eligible retail sales that will be applied toward the costs of the Redevelopment Project that will provide a generalized benefit to the Development. Tenant shall forward to the City copies of Tenant’s State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

**Section 4.3. Consent by Developer, Tenants and Transferees.**

A. In complying with **Section 4.1** and **Section 4.2** above, the Parties acknowledge and agree that the lease or transfer document may also include an appropriate caveat indicating that language and requirements with respect to the District Sales Tax shall be of no force or effect unless and until the District Sales Tax is actually implemented in accordance with Petition and **Section 5.1**.

B. The Developer shall ensure that any documents transferring its interest in property located within the District shall make the obligations set forth in this Section a covenant running with the land that shall be enforceable against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement, which obligations shall only terminate upon the end of the term of the District.

C. Failure of the Developer to require that such restrictions be placed in any such lease/sales contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District’s and the City’s rights of enforcement and remedies under this Agreement, or otherwise form the basis of a default on the part of the Developer hereunder.

## ARTICLE 5

### DISTRICT SALES TAX

**Section 5.1. Imposition, Collection and Administration of the District Sales Tax.** The CID Board of Directors shall adopt a resolution that (i) imposes the District Sales Tax within the District boundaries (subject to voter approval), and (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the District Sales Tax. The District shall notify the Missouri Department of Revenue of the District Sales Tax and that the District authorizes the City, on behalf of the District, to receive from the Missouri Department of Revenue all of the District Revenues. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The District official charged with formulating a budget for the District shall request that the CID Board of Directors appropriate the District Revenues in accordance with the budget, the CID Petition, and this Agreement.

**Section 5.2. Costs of Formation and Operating Costs.** The City and Developer have incurred Costs of Formation which are reimbursable pursuant to the CID Act and this Agreement. The City shall submit invoices to Developer for all Costs of Formation that have been incurred by the City, and such invoices will be paid by Developer to the City within thirty (30) days after receipt of such invoices. All payments to the City by Developer for the Costs of Formation incurred by the City, along with Costs of Formation incurred by Developer, may be reimbursed to Developer in the order of priority set forth in **Section 5.3** for reimbursement of the Costs of Formation. The Operating Costs of the District which are advanced by Developer on behalf of the District shall be reimbursed to Developer with District Revenues in the order of priority set forth in **Section 5.3** for payment and reimbursement of Operating Costs.

**Section 5.3. Distribution of the District Revenues.** Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the District shall, not later than the fifteenth (15th) day of each month, distribute the District Revenues received in the preceding month in the following order of priority:

- A. The District shall pay the City an administration fee equal to 1.5% of District Revenues which are generated on an annual basis.
- B. The District shall pay the Operating Costs of the District and reimburse Developer for funds advanced by Developer for payment of Operating Costs.
- C. Developer shall be reimbursed for payment of the Costs of Formation.
- D. Payment of debt service or the CID Obligations authorized pursuant to **Section 7.1**.
- E. The District shall make reimbursement payments to the Developer for any Reimbursable Project Costs set forth in an approved Application for Reimbursement pursuant to **Section 6.3**, at such time as reimbursement is authorized pursuant to **Section 6.1**.

**Section 5.4. Records of the District.** Any District records pertaining to the District Sales Tax or the administration and operation of the District shall be provided to the City upon written request of the City, as permitted by law.

**Section 5.5. Abolishment of District.** Unless extended by mutual agreement of the Parties and in accordance with the CID Act, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District upon the earlier of (A) the expiration of the District

Sales Tax in accordance with the District Sales Tax ballot measure as approved by the qualified electors of the District; or (B) the date that the Developer is reimbursed in full for its eligible Reimbursable Project Costs pursuant to **Article 6**. Upon repeal of the District Sales Tax, the District shall:

A. Pay all outstanding amounts set forth in **Section 5.3(A) – (E)**.

B. Retain any remaining District Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

**Section 5.6. CID Board of Directors and Insurance.**

A. The CID Board of Directors shall consist of five members, two of which will be representatives of the City.

B. All members of the CID Board of Directors shall meet all qualifications of the CID Act and the Missouri Constitution.

C. Successor members of the CID Board of Directors shall be appointed by the Mayor with the consent of the City Council as provided in the CID Petition and in compliance with Section 67.1451.5, RSMo. In the event of a vacancy on the CID Board of Directors, interim members will be elected by the remaining existing members of the CID Board of Directors in compliance with Section 67.1451.5, RSMo.

D. The District will maintain reasonable levels of directors and officers liability insurance throughout its existence.

**Section 5.7. Pledge of District Revenues and Collateral Assignment of Agreement to Lender.** Developer shall have the right to pledge its right to receive any District Revenues under this Agreement to its construction or permanent lender for the Redevelopment Project. Upon Developer's request, the City will send any such revenues to such lender directly until Developer directs otherwise. Developer shall also have the right to collaterally assign its rights and obligations under the Agreement to such lender.

**Section 5.8. Notification of Sales Tax.** Upon the District Sales Tax becoming effective, the District shall notify all existing tenants within the Redevelopment Area of the requirement to impose the District Sales Tax on the tenant's eligible retail sales.

**ARTICLE 6**

**REIMBURSEMENTS TO DEVELOPER**

**Section 6.1. Requirements of and Limitations on Reimbursement to Developer.**

A. Developer, or its successors and assigns, will develop and construct the Redevelopment Project in accordance with the CID Petition. The Developer shall only receive reimbursement for Reimbursable Project Costs, plus Costs of Issuance in accordance with Article 7 and the Maximum Interest Reimbursement in accordance with **Section 6.3.D**.

B. The District shall reimburse the Developer for Reimbursable Project Costs approved by the City pursuant to **Section 6.3**, and subject to the limitations set forth in this Section. Reimbursable Project Costs shall be reimbursed from available District Revenues and from no other source of funds. The

City shall review and certify Reimbursable Project Costs in accordance with the procedures for review of reimbursement requests as set forth in **Section 6.3**. Neither the District nor the City will have any obligation to design and construct the Redevelopment Project.

C. The maximum amount of District Revenues used to reimburse Developer for Reimbursable Project Costs shall be \$2,410,225, excluding any District Revenues used to reimburse Developer for Costs of Formation, Operating Costs, indemnification costs as set forth in **Section 8.2**, and interest as set forth in **Section 6.3(D)** (the “**Maximum Amount**”).

D. The Developer shall not be entitled to receive reimbursement of any certified Reimbursable Project Costs until issuance of a Certificate of Completion of Construction in substantially the form as **Exhibit E** for the Redevelopment Project is issued by the City.

**Section 6.2. District’s Obligation to Reimburse Developer.** The Parties agree that reimbursement of Reimbursable Project Costs will occur on a “pay as you go” basis as District Revenues are collected by the District in accordance with this Agreement. The District will only reimburse the Developer for Reimbursable Project Costs which may lawfully be paid or incurred by the District under the CID Act, which become reimbursable under the conditions and restrictions in **Section 6.1**, and which are approved pursuant to **Section 6.3**.

**Section 6.3. Reimbursement Application Process.**

A. The District appoints the City as its agent to administer the reimbursement application process. All requests for reimbursement of Reimbursable Project Costs shall be made by the Developer to the City in an Application for Reimbursement in substantially the form as **Exhibit D**. Each Application for Reimbursement shall include itemized invoices, receipts or other information, if any, reasonably requested by the City to confirm that each cost identified in the Application for Reimbursement has been incurred and qualifies for reimbursement pursuant to the CID Act and this Agreement.

B. The District will not reimburse the Developer for any cost that is not eligible for reimbursement under the CID Act or the CID Petition.

C. The Developer may submit an Application for Reimbursement to the Finance Director not more often than once each calendar month. The City shall either accept or reject each Application for Reimbursement within thirty (30) days after the submission thereof. If the City determines that any cost identified as a Reimbursable Project Cost is not eligible for reimbursement under the CID Act, the CID Petition or this Agreement, the City shall so notify the Developer in writing within said 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs for reimbursement with a supplemental application for payment, subject to the limitations of this Agreement. The City may also request such additional information from the Developer as may be required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for the Developer to respond to such request by the City. The City’s identification of any ineligible costs shall not delay the City’s approval of the remaining costs on the Application for Reimbursement that the City determines to be eligible.

D. After the City approves an Application for Reimbursement, interest shall accrue at a rate not to exceed the United States Department of Treasury Daily Long-Term Composite Rate from the date the City approves an Application for Reimbursement of Reimbursable Project Costs until such costs are actually reimbursed with District Revenues (the “**Maximum Interest Reimbursement**”).

## ARTICLE 7

### ISSUANCE OF OBLIGATIONS

**Section 7.1. Issuance.** The District may authorize the issuance of CID Obligations upon written approval of the City subject to the following restrictions:

A. The final maturity date of the CID Obligations shall be no more than twenty (20) years from the date of issuance or the expiration of the term of the District, whichever is sooner.

B. The maximum principal amount of the CID Obligations shall not exceed \$2,410,225, plus costs of issuance.

C. Reimbursement of interest on CID Obligations shall be limited to the Maximum Interest Reimbursement.

## ARTICLE 8

### RELEASE AND INDEMNIFICATION

**Section 8.1. Survival of Termination.** The indemnification and covenants contained in this Article shall survive expiration or earlier termination of this Agreement.

**Section 8.2. Developer Indemnity.** The Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees and agents (collectively, the “**City Indemnified Parties**”) against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys’ fees and court costs) to the extent resulting from, arising out of, or in any way connected with (i) the Developer’s failure to comply with any provision of this Agreement, (ii) the gross negligence or intentional misconduct of the Developer, an affiliate of the Developer, or their respective officers, employees and agents in connection with this Agreement and the Redevelopment Project (iii) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the District or the Redevelopment Area, or (iv) otherwise arising out of the construction of the Redevelopment Project or the administration of this Agreement. If the validity or construction of the CID Act and/or any other ordinance of the City adopted in connection with this Agreement or the CID Petition are contested in court, the Developer shall defend, hold harmless and indemnify the City from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for attorney fees and court costs, and the Developer shall pay any monetary judgment and all court costs rendered against the City, if any. Any costs, fees, and expenses paid by Developer under this **Section 8.2** shall be Reimbursable Project Costs; provided that, if the event or circumstances giving rise to the claim against the City is due to the failure of the Developer or its contractors to comply with applicable Legal Requirements related to the construction of the Redevelopment Project or otherwise caused by the Developer’s gross negligence or intentional misconduct, no such costs, fees, and expenses paid by Developer under this **Section 8.2** shall be reimbursable.

**Section 8.3. District Indemnity.** The District hereby agrees, to the extent permitted by law, that it will defend, indemnify and hold harmless the City Indemnified Parties and the Developer, its officers, employees and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys’ fees and court costs) to the extent resulting from, arising out

of, or in any way connected with (i) the District's failure to comply with any provision of this Agreement, or (ii) the negligence or intentional misconduct of the District or its officers, employees and agents.

**Section 8.4. Notification.** If any suit, action, investigation, claim or proceeding (collectively, an "Action") is threatened, initiated or made as a result of which the Developer or the District may become obligated to one or more of the City Indemnified Parties hereunder, any one of the applicable City Indemnified Parties shall give prompt notice to the Developer and the District of the occurrence of such event. After receipt of such notice, the Developer or the District, as applicable, at their cost, shall defend, contest and otherwise protect the City Indemnified Parties against the Action utilizing counsel of the Developer's choice. The City Indemnified Parties shall cooperate in good faith with the Developer and its counsel in the defense of an Action. The Developer shall provide to the City regular periodic reports on the status of such Action. If the indemnifying party fails to timely defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so and to hire the counsel of their choice, and, if such defense is undertaken by the City Indemnified Parties after notice to the Developer and the District asserting the failure of the Developer, or the District, as applicable, to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the Developer or the District, as applicable.

**Section 8.5. Settlements.** All proposed settlements to any Action shall be subject to the mutual approval of the Developer or the District, as applicable, and the applicable City Indemnified Parties. Neither the Developer nor the District, as applicable, nor the City Indemnified Parties, will unreasonably withhold their consent to a proposed settlement.

**Section 8.6. Invalidity of Proceedings.** Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or the District for damages or otherwise if all or any part of the CID Act, the ordinance approving the CID Petition, and/or any other ordinance of the City adopted in connection with this Agreement, the Redevelopment Project, or the CID Petition is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction. If, as a result of a final judgment, the revenue mechanisms and/or the reimbursements to the Developer contemplated by this Agreement cannot be implemented, the City and the District agree, subject to any necessary future legislative approvals by the City Council or CID Board of Directors, as applicable, to make good faith efforts to take all actions necessary to remedy any deficiencies and effectuate the intent of this Agreement.

## ARTICLE 9

### DEFAULTS AND REMEDIES

**Section 9.1. Default and Remedies.** An "Event of Default" shall occur upon the failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the other Party has given written notice to such Party specifying such failure.

If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement (except that in no event shall the City enjoin the Developer to undergo any construction).

**Section 9.2. Rights and Remedies Cumulative.** The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

**Section 9.3. Waiver of Breach.** No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

**Section 9.4. Excusable Delays.** No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

## ARTICLE 10

### MISCELLANEOUS

**Section 10.1. Effective Date and Term.** This Agreement shall become effective on the date this Agreement has been fully executed by the Parties ("**Effective Date**"). This Agreement shall remain in effect for as long as the District is legally in existence.

**Section 10.2. Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

**Section 10.3. Jointly Drafted.** The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

**Section 10.4. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 10.5. Validity and Severability.** It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

**Section 10.6. Execution of Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.



**Section 10.7. City Approvals.** Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager may seek the advice and consent of the City Council before granting any approval.

**Section 10.8. Relationship.** In the performance of this Agreement, the Developer shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Developer a partner, joint venturer with, or agent of, the City. The City and the Developer agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Developer.

**Section 10.9. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

**Section 10.10. Reserved.**

**Section 10.11. Limit on Liability.** The Parties agree that:

A. No official, director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Developer or the District in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Developer or the District or with respect to any agreement, indemnity, or other obligation under this Agreement.

B, No member or shareholder of the Developer or the District and no director, officer, agent, employee, shareholder, representative or consultant of the Developer or the District shall be personally or otherwise in any way liable to the City or any third-party in the event of any default, breach or failure of performance by the Developer or the District under this Agreement or for any amount which may become due to the City with respect to any agreement, indemnity or other obligation under this Agreement.

**Section 10.12. Headings.** Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

**Section 10.13. Notices.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service to all parties listed below. Mailed notices shall be deemed effective on the third day after mailing and all other notices shall be effective when delivered.

To the City:

City of Lee's Summit, Missouri  
220 SE Green  
Lee's Summit, Missouri 64063  
Attn: City Manager

With a copy to:

Gilmore & Bell, P.C.  
2405 Grand Blvd., Suite 1100  
Kansas City, Missouri 64108  
Attn: David W. Bushek, Esq  
dbushek@gilmorebell.com

To the District:

Pine Tree Community Imp. District  
c/o Development Dynamics, LLC  
1001 Boardwalk Springs Place, Suite 50  
O'Fallon, MO 63368

To the Developer:

Northern States Investments, LLC  
601 E South  
Ozark, Missouri 65721  
Attention: Trent Overhue

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

**Section 10.14. Waiver.** The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

**Section 10.15. Tax Implications.** The Developer and the District acknowledge and represent that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to the Developer or the District any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer and the District are relying solely upon their own tax advisors in this regard.

**Section 10.16. Exhibits.** All exhibits which are attached or referred to in this Agreement are specifically incorporated herein by reference and form an integral part hereof.

**Section 10.17. Agreement to Control.** In the event of any conflict between the terms of this Agreement and any other agreements between the City and the Developer or the District, the provisions of this Agreement shall control and supersede the conflict.

**Section 10.18. Recordation of Memorandum of Agreement.** The Parties agree to execute and deliver a Memorandum of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records. Such Memorandum shall be recorded by the Developer, and proof of recording shall be provided to the City.

**Section 10.19. Estoppel.** Upon Developer's request, the City shall deliver a written instrument to Developer or any other person, firm or corporation specified by Developer, duly executed and acknowledged, certifying that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modifications; whether or not Developer has observed and performed all of the terms, covenants and

conditions on the part of Developer to be observed and performed, and if not, specifying the same; and such other matters as reasonably requested by Developer.

*[Remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**CITY OF LEE’S SUMMIT, MISSOURI**

By: \_\_\_\_\_  
Randall L. Rhoads  
Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Denise R. Chisum  
City Clerk

**STATE OF MISSOURI        )**  
   **) SS.**  
**COUNTY OF JACKSON     )**

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me appeared Randall L. Rhoads, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said Randall L. Roads acknowledged said instrument to be the free act and deed of said City.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

[SEAL]

**DISTRICT:**

PINE TREE COMMUNITY IMPROVEMENT  
DISTRICT

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF MISSOURI)

) ss

COUNTY OF JACKSON )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2017, before me, a Notary Public in and for said state, personally appeared the Chairman of the Pine Tree Community Improvement District, known to me to be the person who executed the within Intergovernmental Cooperative Agreement on behalf of the Pine Tree Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

My Commission Expires:

**DEVELOPER:**

NORTHERN STATES INVESTMENTS, LLC

By: \_\_\_\_\_  
Trent Overhue, \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF MISSOURI        )  
  ) ss  
COUNTY OF JACKSON     )

On this \_\_\_ day of \_\_\_\_\_, in the year 2017, before me, a Notary Public in and for said state, personally appeared Trent Overhue, the \_\_\_\_\_ of Northern States Investments, LLC, a Missouri limited liability company, known to me to be the person who executed the within Intergovernmental Cooperative Agreement on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this \_\_\_ day of \_\_\_\_\_, 2017.

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

My Commission Expires:

## EXHIBIT A

### LEGAL DESCRIPTION OF CID AREA

TRACT 1: A tract of land in the Northeast quarter of Section 7, Township 47, Range 31, in Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the Southwest corner of the East one half of the Northeast Quarter of said Section 7; thence North 0 degrees 00 minutes 00 Seconds East, along the West line of the East one half of said Northeast Quarter of said Section 7, 990.24 feet to a point on the West line of Mission Road, said point being the Southeast corner of Lot 116, of Lots 109 to 117, BAYLES ADDITION, a subdivision in the City of Lee's Summit, Jackson County, Missouri and being the Northeast corner of the second of the two tracts described in Document No. I-584524 in Book I-1341 at page 1036, and being the point of beginning; thence South 0 degrees 00 minutes 00 seconds East along the West line of the East one half of the Northeast quarter of said Section 7 and the West line of Mission Road, a distance of 74.83 feet to the Northwest corner of the tract as described in Document No. I-584525 in Book I-1341 at page 1037; thence North 88 degrees 45 minutes 20 seconds East, along the North line of said tract, 789.36 feet to the Northeast corner of said tract; thence South 1 degree 14 minutes 40 seconds East, along the East line of said tract, 102.01 feet to the Northwest corner of the tract as described in document No. I-604652 in Book I-1380 at Page 2240; thence North 88 degrees 45 minutes 20 seconds East, along the North line of said tract, 125.07 feet; thence North 1 degree 14 minutes 40 seconds West, along said Northerly line, 11.00 feet thence North 88 degrees 45 minutes 29 seconds East, along said Northerly line 101.07 feet to the Northeast corner of said tract, and being on the West line of Jefferson Street; thence South 5 degrees 06 minutes 12 seconds East, along the West line of Jefferson Street, 169.90 feet to the Southeast corner of the tract as described in Document No. 678928 in Book 1226 at Page 318 thence South 88 degrees 45 minutes 20 seconds West, along the south line of said tract, 300.00 feet to the Southwest corner of said tract and being on the East line of the tract as described in Document No. I-5584524 in Book I-1341 at Page 1036; thence South 5 degrees 06 minutes 12 seconds East, along said East line and the East line of the tract as described in Document No. I-344326 in Book I-867 at Page 1796, 323.75 feet to the Southeast corner of said tract and the Northerly right-of-way line of U.S. Highway 50; thence South 87 degrees 41 minutes 37 seconds West along said Northerly right-of-way line, 9.91 feet; thence South 87 degrees 56 minutes 47 seconds West, along said Northerly right-of-way line 179.91 feet thence North 80 degrees 08 minutes 13 seconds West along said Northerly right-of-way line, 199.27 feet; thence North 62 degrees 52 minutes 34 seconds West along said Northerly right-of-way line, 689.64 feet; thence continuing along said Northerly right-of-way line Northwesterly on a 5,663.62 feet radius chord curve to the right at a distance of 271.94 feet (long Chord = North 61 degrees 16 minutes 58 seconds West 271.91 feet) to a point on a curve on the Easterly line of Madison Street; thence Northeasterly on a 193.27 feet radius curve to the left a distance of 281.01 feet (Long chord = North 49 degrees 50 minutes 23 seconds East 256.90 feet) along the East line of said Madison Street to the Southwest corner of Lot 117 of Lots 109 to 117, BAYLES ADDITION said being the Northwest corner of the second of the two tracts described in Document: No. I-58424 in Book I-1341 at Page 1036; thence North 89 degrees 23 minutes 32 seconds East, along the South line of Lots 117 and 116 a distance 280.63 feet to the Point of Beginning except the following described tract.

TRACT 2: A parcel of land in the East half of the Northeast quarter of section 7, Township 47, Range 31, Jackson County, Missouri described as commencing at the Southwest corner of said East half, thence North 00 degrees 00 minutes 00 seconds East along the West line of said East half a distance of 567.86 feet to the North right-of-way line of Missouri U.S. Highway 50; thence South 62 degrees 52 minutes 34 seconds East along said Right-of-way line a distance at 180.64 feet to the Point of Beginning; thence North 27 degrees 05 minutes 39 seconds East a distance of 112.00 feet; thence South 62 degrees 52 minutes 34 seconds East a distance of 75.25 feet; thence South 27 degrees 05 minutes 39 seconds West a distance of 112.00 feet to the North right-of-way line Missouri U.S. Highway 50; thence North 62 degrees 52 minutes 34 seconds West along said right-of-way line a distance of 75.25 feet to the Point of Beginning.



**EXHIBIT B**  
**DEPICTION OF CID AREA**



**EXHIBIT C**  
**CID BUDGET**

**Pine Tree Community Improvement District Project Estimates**

Description	Total Project Cost	
	Estimates	CID Project Estimates
Acquisition of Land and Existing Buildings	\$ 3,937,000	
<b>Exterior Improvements:</b>		
Front Façade	\$ 1,690,000	\$ 1,690,000
Roofing	\$ 595,380	\$ -
<b>Paving and Landscaping:</b>		
Parking Lot	\$ 221,225	\$ 221,225
Signage - at front of center	\$ 49,000	\$ -
Signage - along Jefferson	\$ 35,000	\$ -
Landscape	\$ 150,000	\$ -
Lighting	\$ 150,000	\$ -
Handicap/Repair broken curbing	\$ 105,000	\$ 105,000
Site Work	\$ 50,000	\$ -
Storm Water Improvements	\$ 35,000	\$ -
<b>Current Price Chopper into Three Suites</b>		
Demo, New HVAC, Gas, Electric, Sewer, Water Meters, Restrooms for each Suite, Concrete Flooring, Dividing Walls, Divide out building into two separate tenants and get to white box condition	\$ 1,125,000	
<b>Vacant Unit Improvements:</b>		
Suite 276, 280, 286, 298	\$ 100,000	
Suite 300 - Planet Fitness	\$ 300,000	
Suite 300 - Harbor Fitness	\$ 250,000	
Suite 300 - Middle Section	\$ 200,000	
Suite 306, 316, 318, 324, 340, 354	\$ 255,000	
Interior Improvements		\$ 394,000
Capitalized Interest (From to )		
Cost of Issuance (i.e. accounting, legal, etc.)		
Contingency/Professional Fees	\$ 60,000	\$ -
<b>Total Project Costs</b>	<b>\$ 9,307,605</b>	<b>\$ 2,410,225</b>

25.9%

**EXHIBIT D**

**FORM OF APPLICATION FOR REIMBURSEMENT**

**APPLICATION FOR REIMBURSEMENT**

TO: City of Lee’s Summit, Missouri  
Attention: Mayor

Re: Pine Tree Community Improvement District

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of \_\_\_\_\_, 2017 (the “**Agreement**”) among the City of Lee’s Summit, Missouri (the “**City**”), the Pine Tree Community Improvement District and Northern States Investments, LLC (the “**Developer**”). In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on *Schedule 1* hereto is a Reimbursable Project Cost and was incurred in connection with the construction of Redevelopment Project.
2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the District Revenues and no part thereof has been included in any other Application previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this application relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this application is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement, the Developer shall have the right to substitute other eligible costs for payment hereunder.
8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
9. All of the Developer’s representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NORTHERN STATES INVESTMENTS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

**CITY OF LEE'S SUMMIT, MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E**

**FORM OF CERTIFICATE OF COMPLETION OF CONSTRUCTION**

**CERTIFICATE OF COMPLETION OF CONSTRUCTION**

The undersigned, NORTHERN STATES INVESTMENTS, LLC (the “Developer”), pursuant to that certain COOPERATIVE AGREEMENT (the “Cooperative Agreement”) effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF LEE’S SUMMIT, MISSOURI (the “City”), a constitutional charter city and political subdivision duly organized and existing under the Constitution and laws of the State of Missouri, and Developer, hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, 20\_\_\_\_, the construction of the Redevelopment Project (as such term is defined in the Cooperative Agreement) has been completed in accordance with the Cooperative Agreement.
2. The Redevelopment Project has been completed in a good and workmanlike manner and in accordance with the plans and specifications of the City.
3. The Redevelopment Project has achieved substantial completion as defined in the principal construction contract.
4. This Certificate of Completion of Construction is being issued by the Developer to the City in accordance with the Cooperative Agreement to evidence the Completion of Construction and the Developer’s satisfaction of all obligations and covenants with respect to constructing the Redevelopment Project.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**NORTHERN STATES INVESTMENTS,  
LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED:**

**CITY OF LEE'S SUMMIT, MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Insert Notary Form(s) and Legal Description)

## Packet Information

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**File #:** BILL NO. 17-209, **Version:** 1

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AN ORDINANCE APPROVING A FIRST AMENDMENT TO A PARKING LICENSE AGREEMENT WITH VOGUE CONDOMINIUMS OWNERS ASSOCIATION, INC. REDUCING THE NUMBER OF PARKING SPACES FOR WHICH THE CITY SHALL PAY A LICENSE FEE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

(Note: First read by City Council on September 21, 2017.)

Issue/Request:

AN ORDINANCE APPROVING A FIRST AMENDMENT TO A PARKING LICENSE AGREEMENT WITH VOGUE CONDOMINIUMS OWNERS ASSOCIATION, INC. REDUCING THE NUMBER OF PARKING SPACES FOR WHICH THE CITY SHALL PAY A LICENSE FEE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

The Vogue Condominium Owner's Association (VCOA) desires to amend the Parking License Agreement between the VCOA and the City for the public parking within the Vogue Condominium parking garage. The main goal of the amendments is to create a more defined delineation between public and private parking spaces within the parking garage.

Highlighted below are the substantive changes proposed within the First Amendment to the Parking License Agreement:

- \* **Language to clarify/delineate public/private parking spaces** - the proposed amendment would allow public parking on the eastern half of the garage (both upper and lower decks) along with two parking spaces on the western half of the garage (24 total), and private/resident parking on 24 spaces of the western half of the garage (both upper and lower decks).
- \* **Reduce the number of public parking spaces from 28 to 24** - with the proposed changes to the parking arrangement to create a better understood delineation of public/private parking spaces, the publicly available parking spaces would be reduced by 4 spaces.
- \* **Reduce the fees paid by City for use of public parking spaces** - fees revised to reflect reduction of public parking spaces from 28 to 24 spaces.
- \* **Reduction in duration of Parking License Agreement term** - reducing the term of the Parking License Agreement from 20 years to 18 years to maintain original duration within the agreement.
- \* **Updated Owner contact information** - to reflect current ownership/contacts
- \* **City ability to tow vehicles** - incorporated language that would allow the City to tow illegally parked vehicles in designated public parking spaces.

Proposed City Council Motion:

AN ORDINANCE APPROVING A FIRST AMENDMENT TO A PARKING LICENSE AGREEMENT WITH VOGUE CONDOMINIUMS OWNERS ASSOCIATION, INC. REDUCING THE NUMBER OF PARKING SPACES FOR WHICH THE CITY SHALL PAY A LICENSE FEE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY - I move for second reading.



Background:

In 2006 the Hartley Block Tax Increment Financing Plan that included the construction of a parking garage intended to accommodate the redevelopment project as well as provide public parking within the garage. After working through many different challenges to complete the project, the City entered into a Parking License Agreement (Ordinance No. 7503) with said Parking License Agreement becoming effective on June 15, 2015 upon completion of the parking garage. The Owner requests to amend the Parking License Agreement to bring clarity to the public/private parking arrangement therefore the First Amendment to the Parking License Agreement is being presented for consideration and approval.

Impact/Analysis:

If approved, there would be a reduction in the number of publicly designated parking spaces within the VCOA parking garage and fees would be reduced accordingly (28 public spaces reduced to 24 public spaces). The VCOA and City feel that providing a clearer delineation of public and private spaces will assist in compliance and enforcement of parking within the parking structure.

Presenter:

Mark Dunning, Assistant City Manager - Development Services and Communications

Recommendation: Staff recommends approval of the proposed amendments

## **BILL NO. 17-209**

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AN ORDINANCE APPROVING A FIRST AMENDMENT TO A PARKING LICENSE AGREEMENT WITH VOGUE CONDOMINIUMS OWNERS ASSOCIATION, INC. REDUCING THE NUMBER OF PARKING SPACES FOR WHICH THE CITY SHALL PAY A LICENSE FEE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, by passage of Ordinance No. 7503, the City Council approved a Development Agreement by and between the City and CML-HOM HAF, LLC, for the completion of parking garage improvements of the Hartley Block Tax Increment Financing Redevelopment Plan which included the City licensing 28 spaces in the garage; and,

WHEREAS, Ordinance No. 7503 approved the form of the license which the City has entered into with the Vogue Condominiums Owners Association, Inc. (VCOA), the owner of the garage structure, as provided for in the Development Agreement; and,

WHEREAS, VCOA has requested an Amendment of the License Agreement to provide that the public and private parking spaces be more uniformly allocated which will result in the condominium residents gaining four additional parking spaces and the City four less parking spaces and that the spaces be designated; and,

WHEREAS, the City has the right to waive the total number of 28 spaces provided for in the Development Agreement and accept fewer with the ability to add or subtract from that number by amending the actual Parking License Agreement with the owner of the parking garage; and

WHEREAS, the license fee of \$30.00 per space is paid based on the number of the parking spaces the City has a right to use under the License Agreement; and,

WHEREAS, the City is desirous of waiving its right under the Development Agreement to 28 spaces and is willing to reduce that number to up to 24 spaces with the further ability to reduce or increase the number with an adjustment of the license fee to be paid with written mutual consent.

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

SECTION 1. That the Amended Parking License Agreement between the Vogue Condominiums Owners Association, Inc., a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth, be and hereby is approved.

SECTION 2. That the City Manager is hereby authorized to execute said Public Service Agreement 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

**BILL NO. 17-209**

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SECTION 4. That 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 the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*Deputy City Clerk Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*Deputy City Clerk Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Infrastructure and Planning  
*Nancy Kelley Yendes*

## Amended Parking License Agreement

This Amended Parking License Agreement (this "Agreement") is made as of \_\_\_\_\_, 2017, by and between Vogue Condominiums Owners Association, Inc., Missouri not-for-profit corporation ("Owner"), and The City of Lee's Summit, Missouri, a political subdivision of the State of Missouri ("City").

### RECITALS:

A. Owner owns the two level parking garage located on the property described on Exhibit A attached hereto and incorporated herein by reference in downtown Lee's Summit, Missouri (the "Parking Garage").

B. City desires to have the irrevocable right to use certain parking spaces in the Parking Garage for public parking, and Owner is willing to grant such right, upon and subject to the terms and provisions hereinafter set forth, as provided for in the certain Development Agreement between the City and CML-MO HAF, LLC, dated January 23, 2015 (the "Development Agreement"). Unless the context clearly provides otherwise, all undefined terms used in the Agreement shall have the meaning provided for in the Development Agreement.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City hereby agree as follows:

1. License. Subject to the terms and provisions of this Agreement, Owner grants to City the irrevocable right, during the term of this Agreement, to use 24 parking spaces within the Parking Garage, in such locations as provided below in Section 4, for the parking of passenger automobiles and non-commercial light-duty trucks by the City and members of the general public ("Permitted Users") and for no other use or purpose.

2. Term. The term of this Agreement shall commence on \_\_\_\_\_ (the "Effective Date") and expire on the date that is eighteen (18 ) years after the Effective Date. Upon the expiration or termination of the Agreement, City shall surrender the Parking Spaces.

3. License Fee.

3.1 At the time of this Amended License Agreement, City shall have the right to use 24 parking spaces, which number may be changed with the mutual consent of the City as approved by the City Manager and the Owner. City shall, during the term of this Agreement and subject to annual appropriation by the City Council, pay to Owner for the use of the parking spaces a monthly fee ("License Fee") currently comprised of (i) \$720 (approximately \$30.00 a month for each of the 24 parking spaces) (the "Parking Fee") plus (ii) the "Additional Fee" (as calculated and defined in Section 3.3 below). The License Fee shall be payable on the first day of each calendar month in advance without demand, set-off or deduction. If the number of parking spaces is increased or decreased, the License Fee shall be adjusted on a pro rata basis. If the Effective Date of this Agreement is not the first day of a calendar month, the License Fee for the fractional calendar month in which the Effective Date occurs shall be prorated on a per diem basis, and the License Fee for such fractional calendar month shall be payable by City to Owner within ten business days of the Effective Date. City shall deliver the License

Fee to Owner at Vogue Condominiums Owners Association, Inc. c/o Sara Baughter, Treasurer, 319 SE Doulgas Street, Unit 102 Lee's Summit, MO 64063 or to such other address as Owner shall designate to City in writing. Other than the License Fee being charged to City, Owner agrees that during the term of this Agreement, Owner shall not charge the members of the general public using the 24, or such number as agreed to, parking spaces in the Parking Garage a separate fee or charge for the use of such parking spaces.

3.2 On the first anniversary of the Effective Date and as of each anniversary thereafter during the term of this Agreement, (each such date being referred to as an Adjustment Date), the Parking Fee shall be adjusted by multiplying the same by a fraction, the numerator of which is the CPI as of the Adjustment Date, and the denominator of which is the CPI as of the Effective Date; however, in no event shall the Parking Fee ever decrease below the amount of the License Fee payable for the period immediately prior to the Adjustment Date, notwithstanding a decrease in the CPI. The "CPI" shall mean the Consumer Price Index for all Urban Consumers (U.S. city average; base 1982-84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor. If at any time during the term, the "CPI" shall be discontinued or published less frequently, (i) Owner shall substitute an official index published by the Bureau of Labor Statistics, or a successor or comparable governmental agency, which reasonably reflects and monitors consumer prices, or (ii) the base year (1982-84 = 100) or other base year used in computing the CPI is changed, the figures used in making the foregoing adjustments shall accordingly be changed so that all changes in the CPI are taken into account notwithstanding any change in the base year.

3.3 In addition to the License Fee, City shall, subject to annual appropriation by the City Council, pay Owner an additional fee ("Additional Fee") equal to the "City's Proportionate Share" (as defined below) of the amount of real estate taxes Owner pays each year that are attributable to the Parking Garage. The "City's Proportionate Share" shall mean the sum obtained by dividing the total number of parking spaces in the Parking Garage by the total number of parking spaces in the Parking Garage that the City has the right to use. The City's Proportionate Share is estimated to be .50 (24/48) based upon the City using 24 parking spaces of the estimated 48 parking spaces in the Parking Garage. The Additional Fee shall be paid in monthly installments at the same time the Parking Fee is paid and shall be based on one twelfth (1/12) of Owner's reasonable estimate of the amount of real estate taxes attributable to the Parking Garage for the calendar year in which the Additional Fee is being paid (and Owner agrees that this estimate will be based on the real estate taxes attributable to the Parking Garage in the preceding calendar year if available). Owner shall provide City with such reasonable documentation as the City may require to evidence Owner's estimated calculation of the Additional Fee and the parties shall make an annual adjustment to the Additional Fee once the Owner receives the actual real state tax bill and can calculate the real estate taxes attributable to the Parking Garage for the calendar year in which the Additional Fee is being paid. Once the year end adjustment of the Additional Fee has been determined, (i) Owner will refund any overpayment of the Additional Fee to City within 30 days thereafter or (ii) the City will make an additional payment associated with the Additional Payment to Owner within 30 days thereafter.

#### 4. Locations of Parking Spaces and Towing of Illegally Parked Vehicles.

4.1. City acknowledges and agrees that the residents of the Vogue Condominiums have the right to use 24, or such number as mutually agreed to, reserved parking spaces (the "Unit Owner Parking Spaces") in the Parking Garage. The Unit Owner Parking Spaces shall be 24 of the parking

spaces on the western portion of the upper and lower decks of the parking garage. The Unit Owner Parking Spaces will be clearly designated or marked by Owner as "Reserved" for use by the residents of the Vogue Condominiums only.

4.2 The 24, or such number as mutually agreed to, parking spaces assigned for use by the City shall be the 22 parking spaces situated on the eastern portion of the upper and lower decks of the parking garage and two conforming parking spaces located on the western portion of the parking garage. At all times the City shall have the right to use 24 parking spaces in the Parking Garage.

4.3. City acknowledges and agrees that the City and its Permitted Users shall only be permitted to park their vehicles in those parking spaces located on the eastern portion of the upper and lower decks of the parking garage as assigned to City by Owner. City may use signage to identify the City's spaces. If any vehicles of City or City's Permitted Users are parked in the Unit Owner Parking Spaces or in any other portion of the Parking Garage other than the 24 spaces assigned for use by the City, or if City or any of its Permitted Users are otherwise in violation of any rules or regulations promulgated by Owner hereunder, then in addition to Owner's other rights and remedies, Owner may, at its option, tow any impermissibly parked vehicles or cause them to be towed at the expense of the owner of the vehicle that is impermissibly parked.

4.4 City agrees that the storage of vehicles and the extended parking of vehicles (more than 2 consecutive days) in the Parking Garage is strictly prohibited. If the City or Permitted Users violate this provision, Owner may, at its option, tow any vehicle in violation of this provision at the expense of the owner of the vehicle.

4.5 Owner maintains its right to enforce restrictions within the Parking Garage including the towing of any illegally parked vehicles when Owner deems it proper as provided by law. However, the Owner may consent to the City towing a vehicle that is illegally parked in a designated public space upon a written request by the City to tow such vehicle or request the City to tow a vehicle that is illegally parked in a designated public space. The City shall have total discretion to decide whether or not to tow any illegally parked vehicle from a designated public space.

5. Maintenance of Parking Garage. Owner shall, at its sole cost and expense, maintain the Parking Garage in good condition and repair in accordance with all applicable laws, ordinances and regulations of governmental authorities having jurisdiction over the Parking Garage.

6. Rules and Regulations; Compliance with Laws. City shall comply and shall cause all of its Permitted Users to comply with (a) all rules and regulations from time to time reasonably promulgated by Owner with respect to the operation and use of the Parking Garage so long as the rules apply to all users of the Parking Garage and are uniformly enforced by Owner, and (b) all applicable laws, ordinances and regulations of all governmental authorities having jurisdiction over the Property with respect to the use of the Parking Garage.

7. Default. If the License Fee or any other charge payable hereunder shall be unpaid on the date payment is required by the terms of this Agreement, and such failure is not remedied within 15 days after Owner has given written notice thereof to City, then City shall be in default under this Agreement and Owner shall have the right, in addition to any other rights and remedies Owner may have at law or in equity, to immediately terminate this Agreement by giving written notice thereof to City. If Owner so elects to terminate this Agreement and all rights of City hereunder shall terminate as

of the date of such notice. If City fails to perform or comply with any other term or provision of this Agreement, and such failure shall not be remedied within 30 days after Owner has given written notice thereof to City, then City shall be in default under this Agreement and Owner shall have the right to seek enforcement of any rights and remedies Owner may have at law and in equity.

8. Liability.

8.1. City accepts the parking spaces therein assigned to City from time to time in their as-is condition. City and its Permitted Users shall use the Parking Garage at their own risk. Owner and its agents and employees shall not be liable for any injury, death, property damage, theft or disappearance occurring in, on or about the Parking Garage to City, any Permitted User of City or their respective vehicles or the contents thereof, or to anyone else claiming by, through or under any of them, except to the extent caused by the negligence or willful misconduct of Owner. Owner shall not be required to provide any security service for the Parking Garage and Owner shall not be liable in any manner whatsoever to City, any Permitted User or any third party by reason of Owner's failure to act in providing security for the Parking Garage. City hereby waives, and releases and discharges Owner from, any and all claims, demands, actions and causes of action it may have for any and all loss, cost, expense, damage or injury to persons or property of City or its Permitted Users by or from any cause whatsoever, except to the extent caused solely and directly by the gross negligence or willful misconduct of Owner.

8.2. City agrees that City shall look solely to the estate of Owner in the Parking Garage for the collection of any judgment (or other judicial process) requiring the payment of money by Owner upon any default by Owner under this Agreement, subject, however, to the prior rights of the holder of any mortgage encumbering the Parking Garage or any part thereof, and no other assets of Owner shall be subject to levy, execution or other judicial process for the satisfaction of any such claim, and Owner shall not be liable for any such default except to the extent of Owner's estate in the Parking Garage.

9. Casualty Damage. If the Parking Garage is damaged by a casualty in a manner or to an extent which prevents the use of some or all of City's assigned parking spaces, and Owner fails to promptly assign substitute parking spaces to City within the Parking Garage, then the License Fee payable hereunder shall be equitably abated in accordance with the nature and duration of the interference caused by such casualty.

10. No Assignment. The license herein granted is personal to the City named herein and is not assignable. City shall not assign this Agreement or any of its rights hereunder, nor shall City permit any person or party other than City's Permitted Users to use the parking spaces assigned to City hereunder.

11. Notices. Notices to Owner and City under this Agreement will be addressed to and mailed or delivered to the address set forth below. Notices will be personally delivered or given by registered or certified mail, return receipt requested. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by mail will be deemed to have been given forty-eight (48) hours after the time said properly addressed notice is placed in the mail. Each party may change its address from time to time by written notice given to the other as specified above.



To Owner: Vogue Condominiums Owners Association, Inc.  
c/o Dawnetta Dugan, President  
319 SE Douglas Street, Unit 106  
Lee's Summit, MO 64063

To City: City of Lee's Summit, Missouri  
City Hall  
220 SE Green Street  
Lee's Summit, Missouri 64063  
Attention: City Manager  
Telephone No. 816.969.1010  
Facsimile No. \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

12. Indemnity. To the extent allowed by law, including, without limitation, the Missouri Constitution, City agrees to hold Owner, and its agents, servants and employees, harmless and to indemnify each of them from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising out of City's negligent acts or omissions in the performance of its obligations or rights under this Agreement, or relating to City's breach or default under this Agreement, or City's use or occupancy of the Parking Garage y, unless caused by the gross negligence or willful misconduct of Owner. Owner agrees to hold City, and its agents, servants, elected and appointed officials, now or formerly holding office, officers and employees, harmless and to indemnify each of them from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising out of Owner's negligent acts or omissions, or relating to Owner's breach or default under this Agreement, or Owner's use or occupancy of the Parking Garage or caused by Owner, unless caused by the gross negligence or willful misconduct of City. This indemnity provision shall survive termination or expiration of this Agreement.

13. No Estate in Land; Covenants Running with the Property. It is expressly agreed that under this Agreement, City is only granted an irrevocable license to use the parking spaces as permitted hereunder, and not a leasehold or other estate in land or any other possessory interest in the parking spaces, and that City's interest hereunder is not subject to levy, execution and sale and is not assignable. The parties acknowledge and agree that no provision of this Agreement shall in any way be construed as creating: (a) any joint venture between Owner and City, or (b) any agency relationship between Owner and City (the parties acknowledge that each party is an independent contractor of the other and shall in no way be responsible for any acts or omissions of the other or its agents, employees or contractors). This Agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors, successors-in-interest and assigns. The City shall record a copy of this Agreement, or a memorandum of this Agreement, in the office of the Recorder of Deeds for Jackson County, Missouri.

14. Sale. In the event of a sale or conveyance by Owner of its interests in the Parking Garage, this Agreement shall remain in full force and effect and the same shall operate to release Owner from any future liability (but not from any liability on account of matters prior to the date of such sale)

upon any covenants or conditions, express or implied, herein contained in favor of City, and in such event City agrees to look solely to the responsibility of the successor in interest of Owner. City agrees to attorn to the purchaser and assignee.

15. General Provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. If suit is brought because of a default under this Agreement by either party and a default is established, the prevailing party shall be entitled to recover all expenses incurred in connection with such default and such suit, including, without limitation, attorneys' fees and court costs. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and no change may be made hereto unless made in writing and signed by both parties.

The remainder of this page is intentionally blank.  
The parties' signatures are on the next page.

IN WITNESS WHEREOF, Owner and City have executed this Parking License Agreement to be effective as of the date first set forth above.

OWNER:

VOGUE CONDOMINIUM OWNERS ASSOCIATION, INC.  
A Missouri not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY:

CITY OF LEE'S SUMMIT,  
a political subdivision of the State of Missouri

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

## **Parking License Agreement**

This Parking License Agreement (this "**Agreement**") is made as of June 15, 2015, by and between **Vogue Condominiums Owners Association, Inc.** a Missouri not-for-profit corporation ("**Owner**"), and **The City of Lee's Summit**, Missouri, a political subdivision of the State of Missouri ("**City**").

### RECITALS:

A. Owner owns the two level parking garage located on the property described on Exhibit A attached hereto and incorporated herein by reference in downtown Lee's Summit, Missouri (the "**Parking Garage**").

B. City desires to have the irrevocable right to use certain parking spaces in the Parking Garage for public parking, and Owner is willing to grant such right, upon and subject to the terms and provisions hereinafter set forth, as provided for in the certain Development Agreement between the City and CML-MO HAF, LLC, dated January 23, 2015 (the "**Development Agreement**"). Unless the context clearly provides otherwise, all undefined terms used in the Agreement shall have the meaning provided for in the Development Agreement.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City hereby agree as follows:

1. **License.** Subject to the terms and provisions of this Agreement, Owner grants to City the irrevocable right, during the term of this Agreement, to use 28 parking spaces within the Parking Garage, in such locations as provided below in Section 4, for the parking of passenger automobiles and non-commercial light-duty trucks by the City and members of the general public ("**Permitted Users**") and for no other use or purpose.

2. **Term.** The term of this Agreement shall commence on June 15, 2015 (the "**Effective Date**") and expire on the date that is twenty (20) years after the Effective Date. Upon the expiration or termination of the Agreement, City shall surrender the Parking Spaces.

3. **License Fee.**

3.1 City shall, during the term of this Agreement and subject to annual appropriation by the City Council, pay to Owner for the use of the parking spaces a monthly fee ("**License Fee**") comprised of (i) \$840 (approximately \$30.00 a month for each of the 28 parking spaces) (the "**Parking Fee**") plus (ii) the "**Additional Fee**" (as calculated and defined in Section 3.3 below). The License Fee shall be payable on the first day of each calendar month in advance without demand, set-off or deduction. If the Effective Date of this Agreement is not the first day of a calendar month, the License Fee for the fractional calendar month in which the Effective Date occurs shall be prorated on a per diem basis, and the License Fee for such fractional calendar month shall be payable by City to Owner within ten business days of the Effective Date. City shall deliver the License Fee to Owner at c/o Newmark Grubb Zimmer, PO Box 411299, Kansas City, MO 64141, or to such other address as Owner shall designate to City in writing. Other than the License Fee being charged to City, Owner agrees that during the term of this Agreement, Owner shall not charge the members of the general public using the 28 parking spaces in the Parking Garage a separate fee or charge for the use of such parking spaces.

3.2 On the first anniversary of the Effective Date and as of each anniversary thereafter during the term of this Agreement, (each such date being referred to as an **Adjustment Date**), the

Parking Fee shall be adjusted by multiplying the same by a fraction, the numerator of which is the CPI as of the Adjustment Date, and the denominator of which is the CPI as of the Effective Date; however, in no event shall the Parking Fee ever decrease below the amount of the License Fee payable for the period immediately prior to the Adjustment Date, notwithstanding a decrease in the CPI. The "CPI" shall mean the Consumer Price Index for all Urban Consumers (U.S. city average; base 1982-84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor. If at any time during the term, the "CPI" shall be discontinued or published less frequently, (i) Owner shall substitute an official index published by the Bureau of Labor Statistics, or a successor or comparable governmental agency, which reasonably reflects and monitors consumer prices, or (ii) the base year (1982-84 = 100) or other base year used in computing the CPI is changed, the figures used in making the foregoing adjustments shall accordingly be changed so that all changes in the CPI are taken into account notwithstanding any change in the base year.

3.3 In addition to the License Fee, City shall, subject to annual appropriation by the City Council, pay Owner an additional fee ("**Additional Fee**") equal to the "City's Proportionate Share" (as defined below) of the amount of real estate taxes Owner pays each year that are attributable to the Parking Garage. The "City's Proportionate Share" shall mean the sum obtained by dividing the total number of parking spaces in the Parking Garage by the total number of parking spaces in the Parking Garage that the City has the right to use. The City's Proportionate Share is estimated to be .59 (28/48) based upon the City using 28 parking spaces of the estimated 48 parking spaces in the Parking Garage. The Additional Fee shall be paid in monthly installments at the same time the Parking Fee is paid and shall be based on one twelfth (1/12) of Owner's reasonable estimate of the amount of real estate taxes attributable to the Parking Garage for the calendar year in which the Additional Fee is being paid (and Owner agrees that this estimate will be based on the real estate taxes attributable to the Parking Garage in the preceding calendar year if available). Owner shall provide City with such reasonable documentation as the City may require to evidence Owner's estimated calculation of the Additional Fee and the parties shall make an annual adjustment to the Additional Fee once the Owner receives the actual real estate tax bill and can calculate the real estate taxes attributable to the Parking Garage for the calendar year in which the Additional Fee is being paid. Once the year end adjustment of the Additional Fee has been determined, (i) Owner will refund any overpayment of the Additional Fee to City within 30 days thereafter or (ii) the City will make an additional payment associated with the Additional Payment to Owner within 30 days thereafter.

#### 4. Locations of Parking Spaces.

4.1. City acknowledges and agrees that the residents of the Vogue Condominiums have the right to use 20 reserved parking spaces (the "**Unit Owner Parking Spaces**") in the Parking Garage from time to time designated by Owner. The Unit Owner Parking Spaces will be clearly designated or marked by Owner as "Reserved" for use by the residents of the Vogue Condominiums only.

4.2 The 28 parking spaces assigned for use by the City shall be 28 parking spaces in the Parking Garage that are not designated as "Reserved" for the exclusive use of the residents of the Vogue Condominiums. Owner shall have the right to change, at any time and from time to time, the location of the Unit Owner Parking Spaces and the 28 parking spaces assigned for use by the City shall change accordingly, but at all times the City shall have the right to use 28 parking spaces in the Parking Garage.

4.3. City acknowledges and agrees that the City and its Permitted Users shall only be permitted to park their vehicles in those parking spaces assigned to City by Owner. If any vehicles of City or City's Permitted Users are parked in the Unit Owner Parking Spaces or in any other portion of the Parking Garage other than the 28 spaces assigned for use by the City, or if City or any of its Permitted Users are otherwise in violation of any rules or regulations promulgated by Owner hereunder, then in addition to Owner's other rights and remedies, Owner may, at its option, tow any impermissibly parked



vehicles or cause them to be towed at the expense of the owner of the vehicle that is impermissibly parked.

4.4 City agrees that the storage of vehicles and the extended parking of vehicles (more than 2 consecutive days) in the Parking Garage is strictly prohibited. If the City or Permitted Users violate this provision, Owner may, at its option, tow any vehicle in violation of this provision at the expense of the owner of the vehicle.

**5. Maintenance of Parking Garage.** Owner shall, at its sole cost and expense, maintain the Parking Garage in good condition and repair in accordance with all applicable laws, ordinances and regulations of governmental authorities having jurisdiction over the Parking Garage.

**6. Rules and Regulations: Compliance with Laws.** City shall comply and shall cause all of its Permitted Users to comply with (a) all rules and regulations from time to time reasonably promulgated by Owner with respect to the operation and use of the Parking Garage so long as the rules apply to all users of the Parking Garage and are uniformly enforced by Owner, and (b) all applicable laws, ordinances and regulations of all governmental authorities having jurisdiction over the Property with respect to the use of the Parking Garage.

**7. Default.** If the License Fee or any other charge payable hereunder shall be unpaid on the date payment is required by the terms of this Agreement, and such failure is not remedied within 15 days after Owner has given written notice thereof to City, then City shall be in default under this Agreement and Owner shall have the right, in addition to any other rights and remedies Owner may have at law or in equity, to immediately terminate this Agreement by giving written notice thereof to City. If Owner so elects to terminate this Agreement and all rights of City hereunder shall terminate as of the date of such notice. If City fails to perform or comply with any other term or provision of this Agreement, and such failure shall not be remedied within 30 days after Owner has given written notice thereof to City, then City shall be in default under this Agreement and Owner shall have the right to seek enforcement of any rights and remedies Owner may have at law and in equity.

**8. Liability.**

8.1. City accepts the parking spaces therein assigned to City from time to time in their as-is condition. City and its Permitted Users shall use the Parking Garage at their own risk. Owner and its agents and employees shall not be liable for any injury, death, property damage, theft or disappearance occurring in, on or about the Parking Garage to City, any Permitted User of City or their respective vehicles or the contents thereof, or to anyone else claiming by, through or under any of them, except to the extent caused by the negligence or willful misconduct of Owner. Owner shall not be required to provide any security service for the Parking Garage and Owner shall not be liable in any manner whatsoever to City, any Permitted User or any third party by reason of Owner's failure to act in providing security for the Parking Garage. City hereby waives, and releases and discharges Owner from, any and all claims, demands, actions and causes of action it may have for any and all loss, cost, expense, damage or injury to persons or property of City or its Permitted Users by or from any cause whatsoever, except to the extent caused solely and directly by the gross negligence or willful misconduct of Owner.

8.2. City agrees that City shall look solely to the estate of Owner in the Parking Garage for the collection of any judgment (or other judicial process) requiring the payment of money by Owner upon any default by Owner under this Agreement, subject, however, to the prior rights of the holder of any mortgage encumbering the Parking Garage or any part thereof, and no other assets of Owner shall be subject to levy, execution or other judicial process for the satisfaction of any such claim, and Owner shall not be liable for any such default except to the extent of Owner's estate in the Parking Garage.

**9. Casualty Damage.** If the Parking Garage is damaged by a casualty in a manner or to an extent which prevents the use of some or all of City's assigned parking spaces, and Owner fails to promptly assign substitute parking spaces to City within the Parking Garage, then the License Fee payable hereunder shall be equitably abated in accordance with the nature and duration of the interference caused by such casualty.

**10. No Assignment.** The license herein granted is personal to the City named herein and is not assignable. City shall not assign this Agreement or any of its rights hereunder, nor shall City permit any person or party other than City's Permitted Users to use the parking spaces assigned to City hereunder.

**11. Notices.** Notices to Owner and City under this Agreement will be addressed to and mailed or delivered to the address set forth below. Notices will be personally delivered or given by registered or certified mail, return receipt requested. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by mail will be deemed to have been given forty-eight (48) hours after the time said properly addressed notice is placed in the mail. Each party may change its address from time to time by written notice given to the other as specified above.

To Owner: Vogue Condominiums Owners Association  
c/o Newmark Grubb Zimmer  
PO Box 411299  
Kansas City, MO 64141  
Attention: Kim Wieland  
Telephone No. 816.268.4221  
Facsimile No. \_\_\_\_\_  
E-mail Address: kwieland@ngzimmer.com

To City: City of Lee's Summit, Missouri  
City Hall  
220 SE Green Street  
Lee's Summit, Missouri 64063  
Attention: City Manager  
Telephone No. 816.969.1000  
Facsimile No. \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**12. Indemnity.** To the extent allowed by law, including, without limitation, the Missouri Constitution, City agrees to hold Owner, and its agents, servants and employees, harmless and to indemnify each of them from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising out of City's negligent acts or omissions in the performance of its obligations or rights under this Agreement, or relating to City's breach or default under this Agreement, or City's use or occupancy of the Parking Garage, unless caused by the gross negligence or willful misconduct of Owner. Owner agrees to hold City, and its agents, servants, elected and appointed officials, now or formerly holding office, officers and employees, harmless and to indemnify each of them from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising out of Owner's negligent acts or omissions, or relating to Owner's breach or default under this Agreement, or Owner's use or occupancy of the Parking Garage or caused by Owner, unless caused by the gross negligence or willful misconduct of City. This indemnity provision shall survive termination or expiration of this Agreement.

**13. No Estate in Land; Covenants Running with the Property.** It is expressly agreed that under this Agreement, City is only granted an irrevocable license to use the parking spaces as permitted hereunder, and not a leasehold or other estate in land or any other possessory interest in the parking spaces, and that City's interest hereunder is not subject to levy, execution and sale and is not assignable. The parties acknowledge and agree that no provision of this Agreement shall in any way be construed as creating: (a) any joint venture between Owner and City, or (b) any agency relationship between Owner and City (the parties acknowledge that each party is an independent contractor of the other and shall in no way be responsible for any acts or omissions of the other or its agents, employees or contractors). This Agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors, successors-in-interest and assigns. The City shall record a copy of this Agreement, or a memorandum of this Agreement, in the office of the Recorder of Deeds for Jackson County, Missouri.

**14. Sale.** In the event of a sale or conveyance by Owner of its interests in the Parking Garage, this Agreement shall remain in full force and effect and the same shall operate to release Owner from any future liability (but not from any liability on account of matters prior to the date of such sale) upon any covenants or conditions, express or implied, herein contained in favor of City, and in such event City agrees to look solely to the responsibility of the successor in interest of Owner. City agrees to attorn to the purchaser and assignee.

**15. General Provisions.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. If suit is brought because of a default under this Agreement by either party and a default is established, the prevailing party shall be entitled to recover all expenses incurred in connection with such default and such suit, including, without limitation, attorneys' fees and court costs. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and no change may be made hereto unless made in writing and signed by both parties.

The remainder of this page is intentionally blank.  
The parties' signatures are on the next page.

IN WITNESS WHEREOF, Owner and City have executed this Parking License Agreement to be effective as of the date first set forth above.

**OWNER:**

**VOGUE CONDOMINIUM OWNERS ASSOCIATION, INC.,**  
a Missouri not-for-profit corporation

By: [Signature]  
Name: Jay Polin  
Title: Board member

By: [Signature]  
Name: Alex Diaz  
Title: Board member

STATE OF Florida )  
COUNTY OF Miami-Dade ) ss.

On this 1st day of June, 2015, before me, a Notary Public in and for said County and State, personally appeared Jay Polin, to me personally known to be the person who executed the foregoing instrument, and who, by me duly sworn, did say that he/she is the Board member of Vogue Condominiums Owners Association, Inc., a Missouri not-for-profit corporation, and that said instrument was signed in behalf of said corporation as the free act and deed of said corporation.

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

[Signature]  
Notary Public  
Printed Name: Michelle Shaffer

My Commission expires:  
July 5, 2015



STATE OF Florida )  
COUNTY OF Miami-Dade ) ss.

On this 1st day of June, 2015, before me, a Notary Public in and for said County and State, personally appeared Alex Diaz, to me personally known to be the person who executed the foregoing instrument, and who, by me duly sworn, did say that he/she is the Board member of Vogue Condominiums Owners Association, Inc., a Missouri not-for-profit corporation, and that said instrument was signed in behalf of said corporation as the free act and deed of said corporation.

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


[Signature]  
Notary Public

My Commission expires:  
July 5, 2015



**CITY:**

**CITY OF LEE'S SUMMIT,**  
a political subdivision of the State of Missouri

By:   
Name: Stephen A. Arbo  
Title: City Manager

STATE OF MISSOURI    )  
                                  )    ss.  
COUNTY OF JACKSON    )

On this 15<sup>th</sup> day of June, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Steve Arbo, City Manager of the City of Lee's Summit, Missouri, a city duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

[SEAL]

My Commission Expires:

4-9-16

  
NOTARY PUBLIC



JULIE C. PRYOR  
My Commission Expires  
April 9, 2016  
Jackson County  
Commission #12517227

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Units 101 through 110, both inclusive; Units 201-208, both inclusive; Units 311, 313, 315 AND 317, all in VOGUE CONDOMINIUMS REPLAT, a subdivision in Lee's Summit, Jackson County, Missouri, together with an undivided interest in the common elements as set forth in the Amended and Restated Declaration of Condominium for the Vogue Condominiums recorded June 1, 2015 as Document No. 2015E0046158.